

**VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING**

**NOVEMBER 18, 2013 – 7:00 P.M.
LEMONT VILLAGE HALL
418 MAIN ST.
LEMONT, IL 60439**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. UNFINISHED BUSINESS**
- IV. DISCUSSION ITEMS**
 - A. DISCUSSION OF 706 HICKORY STREET VARIATION
(PLANNING & CD)(STAPLETON)(JONES/GLAS)**
 - B. DISCUSSION OF DELINQUENCIES IN PARKING TICKETS, ORDINANCE VIOLATIONS, AND UTILITIES
(ADMIN./FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
 - C. DISCUSSION OF IMMOBILIZATION OF VEHICLES
(POLICE DEPT.)(MIKLOS)(SHAUGHNESSY)**
 - D. DISCUSSION OF FY 2014-15 CAPITAL IMPROVEMENT AND OPERATING BUDGET CALENDAR
(ADMIN./FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
 - E. DISCUSSION OF UPDATES TO THE EMPLOYEE PERSONNEL MANUAL
(ADMINISTRATION)(REAVES)(SCHAFFER/DONAHUE)**
 - F. DISCUSSION OF WASTE/RECYCLING HAULER CONTRACT NEGOTIATION PROCESS
(ADMINISTRATION)(REAVES)(SCHAFFER)**
- V. NEW BUSINESS**
- VI. AUDIENCE PARTICIPATION**
- VII. MOTION TO ENTER EXECUTIVE SESSION**
- VIII. ADJOURN**



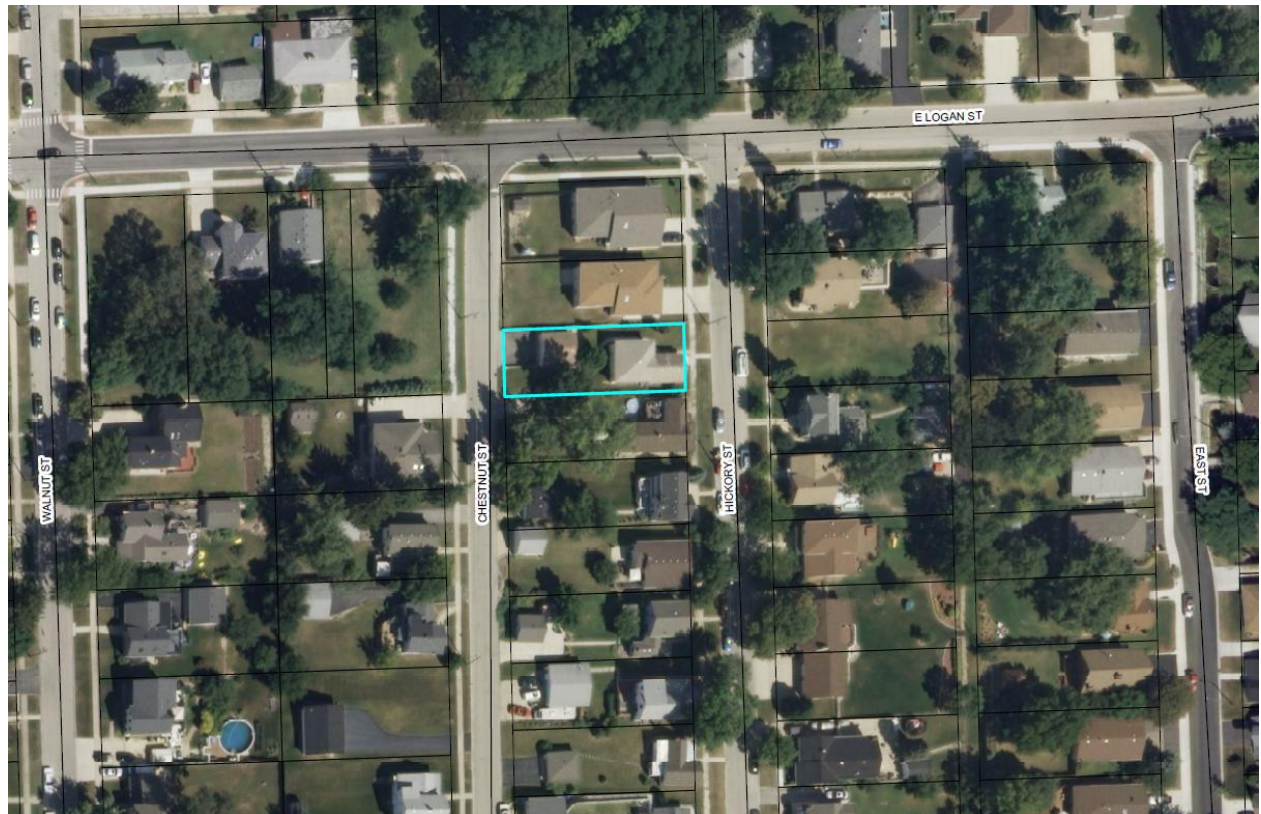
Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole
FROM: Martha M. Glas, Village Planner
THRU: Charity Jones, AICP, Planning & Economic Development Director
SUBJECT: Case 13-08 706 Hickory Street Variation
DATE: November 8, 2013

SUMMARY

Anne Knight and Jeff Luoma, owners of the subject property, have requested a variation from UDO §17.12.030.A to allow an existing 4ft fence to remain in its current location. Staff recommended denial. PZC recommended approval.



PROPOSAL INFORMATION

Case No. 13-08
 Project Name 706 Hickory Street Variation

General Information

Applicant	Jeff Luoma and Anne Knight
Status of Applicant	Property Owners
Requested Actions:	Variation to allow an existing 4 ft fence to remain in its current location.
Site Location	706 Hickory Street (PIN 22-29-217-003-0000)
Existing Zoning	Lemont R-4A Single-Family Preservation and Infill District
Size	48ft x 130 ft
Existing Land Use	Residential
Surrounding Land Use/Zoning	R-4A Single-Family Preservation and Infill Residential zoning on all sides
Comprehensive Plan 2002	The Comprehensive Plan calls for this site to be residential.
Zoning History	N/A

Special Information

Public Utilities	The site is serviced by Village water and sewer.
Transportation	N/A
Physical Characteristics	The property slopes considerably downward to the north and west.

BACKGROUND

Section 17.12.030.A of the UDO states that the fences are permitted only in conformance with Figures 17-12-02 and 17-12-03, as shown below. Additionally, the UDO allows fences in front yards, if they meet the requirements of a decorative fence as detailed in UDO §17.12.030.B. Decorative fences must be open in design, not exceed three feet in height, and be placed at least 20 ft from the edge of any public street.

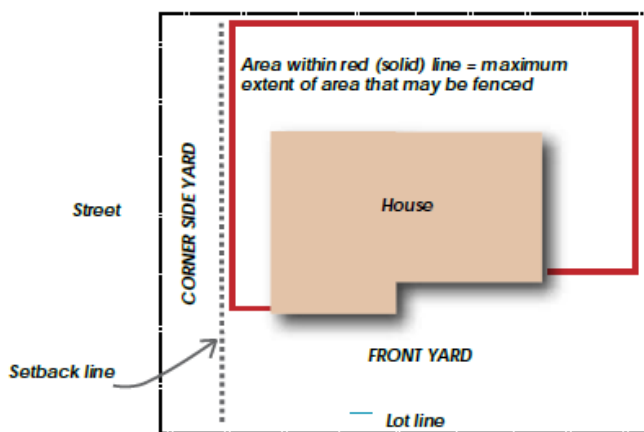
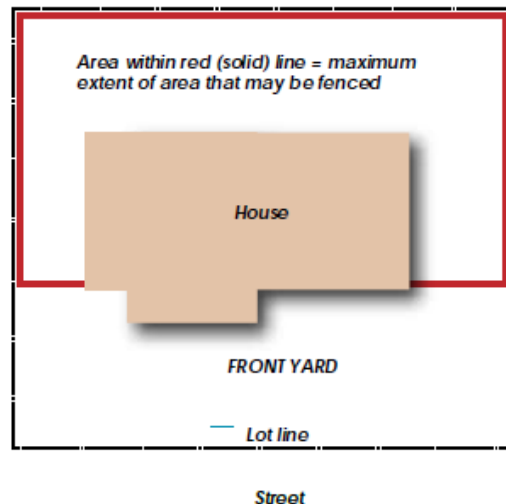


FIGURE 17-12-02 Fences on Corner Lots (above)

FIGURE 17-12-03 Fences on Interior Lots (below)



The UDO defines front yard as “a yard extending across the full length of the front lot line and between (1) the front lot line and the façade of the primary structure on the lot, and (2) the side lot lines.” UDO Figure 17-02-06 illustrates the front yard definition. The UDO defines façade as “that exterior side of a building that faces and is most closely parallel to a public or private street; the exterior side of a building that is primarily oriented toward the public street by means of the main entrance, fenestration, and architectural features. The façade includes the entire building walls, wall faces, parapets dormers, fascia, windows, doors, and canopies of one complete elevation. In instances where there is no clear indication of street orientation, the side to which the building is addressed shall determine the façade.”

The applicant constructed a fence prior to receiving permit approval and was subsequently denied a permit because based on the illustration (17-12-02) provided in the UDO, the fence was deemed to be constructed in the front yard at a height greater than what is allowed.

The applicant was advised of their options which included: 1) relocation of the fence to the area beginning at the corner of the home addition 2) reducing the 4ft fence to 3ft fence in the front yard portion, 3) seeking a variation to allow the fence to remain.

CASE HISTORY

PZC Public Hearing. The Planning & Zoning Commission conducted a public hearing on the requested variation at its October 16, 2013 meeting. Three neighbors were present in support of the variation request; two of which spoke at the hearing. Another resident emailed a letter of support to staff prior to the hearing. The minutes of the hearing are attached. Staff recommended denial as all 3 factors for evaluating variation requests were not substantially met. PZC recommended approval stating that the addition to the property is 9.5 feet of the total façade and that the variation request resulted in essentially a 1 foot increase to the fence height allowable in a front yard.

After the case presentation, public comment and discussion, PZC voted 5-0 to recommend approval of the variation to allow the existing 4ft fence to remain in its current location.

STANDARDS FOR VARIATIONS

UDO Section 17.04.150.D states that variation requests must be consistent with the following three standards to be approved:

1. The variation is in harmony with the general purpose and intent of the Unified Development Ordinance;

Analysis. The general purpose of the UDO is specified in UDO Section 17.01.050. Of the eight components listed, four are not applicable to this variation request. The variation request is consistent with the remaining four components.

- **Promoting and protecting the general health, safety and welfare.** The variation request will not injure the health, safety and general welfare of the public.

- Ensuring adequate natural light, air, privacy, and access to property.** The variation will have no impact on light, air, and access to property. That applicant states that allowing the fence to remain would increase their ability to utilize the limited yard space in a more private fashion. However, a 3ft fence, which is allowed in the front yard, would also provide privacy for the applicant.
- Protecting the character of established residential neighborhoods.** The subject site is in an established residential area. It is located within the R-4A zoning district, which encompasses the majority of the older and historic homes in the village. The lots in the R-4A district are typically narrow and deep. This particular lot is a through lot and has a garage along Chestnut Street. Of the 12 through lots along Hickory Street, 9 homes, including the home on the subject lot, are in close proximity to their front lot lines. The two homes to the north of the subject property are of new construction and were built with deeper setbacks. The owner states that the original home was constructed in 1893. An addition was added in 2002, which extended the width of the home in the rear by 9.5 feet. This extension is set back 22 feet from the original house. According to UDO §12.030.A, the fence should be located at the corner of the addition. A fence in this location may take away from the residential character of the neighborhood, however reducing the current fence down to the allowable 3ft fence would not.

The existing fence lines up with the fence of the neighbor to the south as shown in Figure 1. The home to the north, however, is set back further; therefore, the fence is adjacent to this neighbor's front yard as shown in Figure 2.

Figure 1 Home to the south of subject property



Figure 2 Home to the north of subject property



- **Conserving the value of land and buildings throughout the Village.** The addition of a fence is generally seen as an improvement to a property and when kept in good repair, has potential of increasing the value of the land and buildings in the surrounding area.
2. The plight of the owner is due to unique circumstances, and thus strict enforcement of the Unified Development Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unique conditions that are not generally found on other properties in the same zoning district;

Analysis. The UDO states that in making a determination whether there are unique circumstances, practical difficulties, or particular hardships in a variation petition, the Planning and Zoning Commission shall take into consideration the factors listed in UDO §17.04.150.D.2.

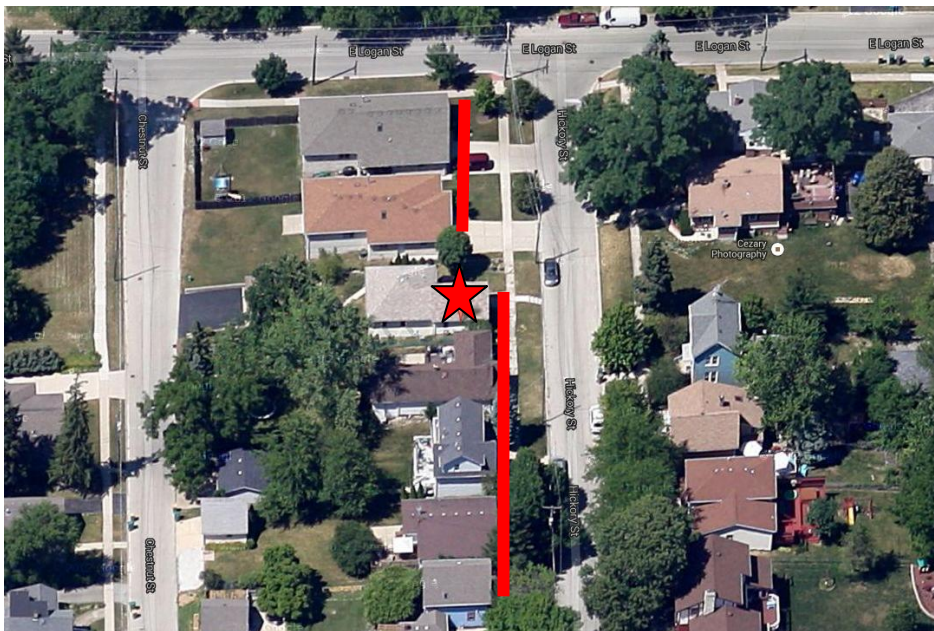
- a. *Particular physical surroundings, shape or topographical conditions results in a particular hardship upon the owner as distinguished from a mere inconvenience.* The subject property is built on a long narrow lot (48ft x 130ft) and is on a hill that slopes to the north and west. The home and detached garage occupy the lot lengthwise and leave minimal room in the rear of the property. The slope, existing mature trees, and existing retaining walls also limit the remaining yard space. The applicant claims that these and other conditions significantly limit the amount of usable outdoor space on their property. They further claim that the UDO's fence placement restrictions create a hardship for their enjoyment of this limited outdoor area. However, a permissible 3ft fence in the front yard would provide the same amount of enclosed yard space as the existing fence. Therefore, staff finds that topography, physical characteristics, etc. do not create a practical hardship in this particular variance request.
- b. *The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district.* The conditions upon which this petition is based would be applicable to other properties in residential zoning districts if the home had a footprint similar to that of the home on the subject site.
- c. *The alleged difficulty or hardship has not been created by any person presently having an interest in the property.* The addition, which was not constructed by the present owners, changed the building footprint and subsequently changed the permitted location of the fence. Had the addition not been constructed by the previous owners, the fence that was constructed by the current owners would have been a permitted fence and the yard space would be considered a side yard. A side yard designation would allow the owner to have such things as a patio or deck. A fence located in front of the addition is a front yard and hence the requirement for a 3ft maximum fence. The UDO limits the obstructions allowed in the front yard. For example a patio or deck is not allowed in the front yard.

- d. *The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the subject project is located. The variation would not be detrimental to the public welfare or injurious to other property. The applicants assert that allowing the 4ft fence to remain in the front yard will improve perceptions of public safety by more adequately safeguarding their dogs when they are outside.*
 - e. *The variation will not impair an adequate supply of light and air to adjacent properties or substantially increase congestion in the public street or increase the danger of fire or endanger the public safety or substantially diminish or impair property values within the neighborhood. The variation would not endanger public safety, impair property values, adequate supply of light or air or increase the danger of fire or congestion.*
3. The variation will not alter the essential character of the locality and will not be a substantial detriment to adjacent property.

Analysis. The existing 4ft fence does not alter the essential character of the neighborhood. In fact, a fence pushed back to meet the corner of the addition, as is required based on Figure 17-12-02, may actually take away from the character of the neighborhood, but nonetheless be in compliance. A fence in the current location, reduced to the permitted height of 3ft would not alter the character of the neighborhood and be in compliance.

As stated previously, the adjacent property to the north is of new construction and built with deeper setbacks making the existing fence also located in the front yard of the adjacent neighbor. If the north neighbor had setbacks similar to the subject property, the existing fence would be along a side yard and more palatable, similar to the neighbor to the south. The degree of detriment, however, is difficult to establish as the grade change (downward slope to the north) already creates a fence height in excess of what would be allowed. (see Figure 4 in Site Photos)

Figure 3 Setbacks along Hickory Street



Engineering Comments. The Village Engineer stated he has no objections to the variation application.

RECOMMENDATIONS

Staff recommended denial of the variation request. The UDO requires that the applicant demonstrate consistency with all three of the variation standards contained within §17.04.150.D. and staff finds that not all three were substantially met. Recognizing that the addition (constructed by previous owners) changed the building footprint in a manner that affects not only allowable fence height but also permitted obstructions, the fact remains that this variation request would be applicable to other properties with a similar footprint in all zoning districts.

PZC recommended approval of the variation request stating that the addition to the property was 9.5 feet of the total façade and that the variation request resulted in essentially a 1 foot increase to the fence height allowable in a front yard.

ATTACHMENTS

1. DRAFT minutes, 10/16/13 PZC meeting
2. Site Photos
3. Applicant Submissions

Village of Lemont
Planning and Zoning Commission
Regular Meeting of October 16, 2013

A meeting of the Planning and Zoning Commission of the Village of Lemont was held at 6:30 p.m. on Wednesday, October 16, 2013 in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Chairman Spinelli called the meeting to order at 6:33 p.m. He then led the Pledge of Allegiance. He asked the audience to continue standing and to raise his/her right hand. Chairman Spinelli then administered the oath.

B. Verify Quorum

Upon roll call the following were:

Present: Kwasneski, Messer, Sanderson, Sullivan, Spinelli

Absent: Maher and McGleam

Planner Martha Glas and Village Trustee Ron Stapleton were also present.

C. Approval of Minutes: September 18, 2013 meeting

Commissioner Kwasneski made a motion, seconded by Commissioner Messer to approve the minutes from the September 18, 2013 meeting with no changes. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

II. CHAIRMAN'S COMMENTS

Chairman Spinelli greeted the audience. He stated there is a short agenda so hopefully we will be able to get through it quickly for those attending the meeting.

III. PUBLIC HEARINGS

A. Case 13-08 – 706 Hickory Street Fence Variation. A public hearing for a variation to allow an existing 4 foot fence to remain in its current location.

Chairman Spinelli called for a motion to open the public hearing.

Commissioner Sullivan made a motion, seconded by Commissioner Sanderson to open the public hearing for Case 13-08. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Mrs. Glas said the subject property is located at 706 Hickory Street. She stated it is zoned R-4A which is single family preservation and infill. She said the variation is to allow a four (4) foot height fence to remain in its current location. Mrs. Glas stated the applicant constructed the fence prior to permit approval. She said the permit was applied for and it was under review at the time and by the time the comments came back the fence was constructed.

Mrs. Glas stated the Unified Development Ordinance (UDO) regulates fence location based on the two figures, which are shown in staff's report on page two (2). She said the building on the left shows an "L" shaped footprint and the building on the right has a front protrusion. She stated the intent with the fence regulation is to allow a six (6) foot privacy fence around a lot line from the front corners of a house. Mrs. Glas said additionally, the UDO does allow a fence in the front yard, however it has to be decorative fence and up to three (3) feet in height.

Mrs. Glas presented the survey of the subject property on the overhead. She showed where the existing fence was constructed and where the fence should have been placed per the UDO. She stated the portion in the back that jets out about nine (9) feet is an addition to the house. Mrs. Glas said originally the home was just the small section in the front. Had it only been that small section on the home, the fence would have been permitted. She stated once that addition was added it had changed the footprint of the house and subsequently, the permitted location of the fence.

Mrs. Glas said when reviewing a variation there are three standards that are identified in the UDO. The first is the variation is in harmony with the general purpose and intent of the UDO. She stated there are eight different factors that are identified and four are implacable. Mrs. Glas said the first two, promoting and protecting the general health and ensuring adequate light, air and privacy are not impacted by the variation. She stated the next is protecting the character of established residential neighborhoods. She said in this case as the home was originally constructed, a fence to the front of the house is more in character with the neighborhood rather than set back to where the addition is. However, a three (3) foot fence would have the same effect and would still be in character with the neighborhood. Mrs. Glas stated the other factor is conserving the value of land and buildings throughout the Village. She said the addition of a fence is generally seen as an improvement to a property as long as it is maintained, so it should not have an impact.

Mrs. Glas stated the second variation standard is the plight of the owner is due to unique circumstances and enforcement would impose exceptional hardships. She said in this case they do recognize that the addition is what changes the footprint. However, the

UDO does not go into those kinds of details and just states where the fence is allowed. She stated taking that into consideration; this particular request would be applicable to other properties that had that same building footprint.

Mrs. Glas said the third standard is it will not alter the essential character and will not be a substantial detriment to adjacent property. She stated as mentioned the character could still be maintained if the fence in the front was three (3) feet as opposed to what is existing which is four (4) feet. She said the property to the north is newer construction homes which are set back further than this house and the houses further south. Mrs. Glas stated the fence along the north side of the property is essentially the front yard of the other property. She said the fence regulations are written to protect adjacent property owners too. She stated with this particular case there is also the issue of topography, because this property does slope down to the north. Mrs. Glas said a three (3) foot fence for the neighbor to the north is actually higher because of the two (2) foot drop.

Mrs. Glas stated based on the fact that there is an inability to meet all three standards staff is recommending denial of the variance. She said the applicant is present to speak and answer any questions. She asked if the Board had any questions. None responded.

Anne Knight, 706 Hickory Street, stated she was the owner along with Jeff Luoma, who was her finance. Mr. Luoma was also present. She thanked the Board for taking the time to hear their variance petition. She said she wanted to apologize that this fence went in without a permit. Ms. Knight stated they gave a check to the fence company and they intended to get the permit. She said the reason why they went with this fence company was because they were the only one who identified that they can not put the fence all the way to the front line of the grass. She stated it is a big fence company and one hand was not talking to the other. Ms. Knight said the fence company did schedule installation before the permit was approved and it was her fault for not confirming there was a permit. She stated that night the salesman called not realizing that the fence was installed stating there was a problem with the permit.

Ms. Knight presented via power point, pictures of their two large dogs which are very tall. She also showed pictures of the house before and after the fence was installed. She said she will try to go through the standards quickly. She said in regards to the first standard the UDO only provides a diagram and does not show purpose or intent. Ms. Knight said their assessment of the diagram is to keep people from fencing in the front façade of their house.

Ms. Knight stated the next standard is to look at the unique circumstances resulting in practical difficulties. She said the language states hardship or practical difficulties. She stated they do understand that this is not some horrible hardship but they do feel it is a practical difficulty based on the topography of the property.

Ms. Knight said the last one is not altering the character of the neighborhood. She stated Mrs. Glas had pointed out that the fence would be consistent with the character of the neighborhood.

Ms. Knight stated she would like to talk about the first component under the first standard, which is promoting and protecting the general health. She said there is a three foot retaining wall on the north side that the neighborhood children have used as a jump or slide. She stated it has become a hazard in the neighborhood and by putting the fence up they have eliminated that opportunity.

Ms. Knight said the second component talks about privacy to the property. She stated due to the uniqueness of the lot the most private area of their yard is the side area that they would not be able to fence off. She said the house south is uphill from them and they have a second floor balcony that looks down onto their backyard. Ms. Knight stated the neighbors have two dogs that bark a lot. If the dogs see them then they start barking and the owners have to come down and get them. She said when they are on the side they can't see them and it makes everyone a lot happier.

Ms. Knight stated as far as protecting the character of the neighborhood she feels Mrs. Glas had covered that and she will show more pictures later in regards to this. She said regarding conserving the value of land, this is a fence that will increase the property value of their home. Ms. Knight stated this is more so when it is a straight line with the front of the house as apposed to dropping it back so far where you can't see it. She presented the diagram in the UDO again and stated when you look at the diagram of the house it is just protecting against a little jut out. She said for the first 110 years the house existed, the front part was the house until the addition was added to the back.

Ms. Knight said again in regards to unique circumstances they had talked about the hills and the topography. She stated it is a narrow lot that is unbuildable and whatever is there will stay there. She said you can not take this house down and build another unless you buy another lot next to it. Ms. Knight stated so improving the aesthetics to it is important. She said with the lot being so narrow, the retaining wall and mature trees there is limited space to enjoy. Ms. Knight stated they had not found a house similar in design to this. She said they did not build this addition and if they had built the addition straight back then there would not be this issue.

Ms. Knight stated this is not detrimental to the neighborhood, but is an improvement. She said they do have a petition that neighbors had signed in support of the fence and there are a few neighbors that are present at the meeting in support. She then presented pictures on the overhead of the fence and the little window on the side of the addition. She stated the fence is also blocking utility boxes which you would see if the fence was not there because the house to the north is set back. Ms. Knight said the neighbor to the south of them have a five foot fence which is directly in line with their fence. She stated even though the issue is not with that side, they are still maintaining that straight line which is consistent with the neighbors. Ms. Knight said the neighbors to the north of them have both expressed support for the fence.

Mr. Luoma said their one dog can definitely jump a three foot fence. He stated if this does not go through they would not be able to do the three feet fence and they would have to back the fence up the 22 feet.

Ms. Knight stated they have heard of other dogs in the area jumping four foot fences and attacking other dogs. She said their dogs would never attack anyone; however a passerby would not know this. She asked if the Board had any questions.

Chairman Spinelli said he did drive past the residence and stated the fence does look very nice. He asked if there was a patio area that they were trying to preserve.

Ms. Knight stated there is some patio furniture there and it is their most private area. She said it is a rustic mulch area.

Chairman Spinelli asked who owns the retaining wall that is to the north.

Ms. Knight said she thinks it is their wall. She stated the other two properties were part of one big lot and was subdivided. Ms. Knight then asked her neighbor Mr. Rinchich if he knew who owned the wall.

Richard Rinchich, 711 Hickory Street, Lemont, stated when the previous owner sold the lots to the north the deal he made with the developers was they would build the addition for the house and build the retaining wall to hold things in and make it look proper.

Chairman Spinelli thanked the petitioner and asked if there was anyone from audience that would like to come up and speak.

Mr. Rinchich said Hickory Street is unique and has many homes that are over 100 years old. He said other houses that were as small as the petitioners have been demolished. He stated the petitioners have said there was a mix-up with communication in regards to the fence going in. Mr. Rinchich said besides the street being unique there are 18 kids that live on the block that go to elementary and high school and 15 dogs. He stated there are a lot of dog walkers in their neighborhood and that additional height to fence is very beneficial. He said the fence is a safety factor for when Ms. Knight has one of her dogs out and a dog walks by. Mr. Rinchich stated the fence is in character with what the neighbors have next door. He stated six years ago, the vacant lot across the street from the petitioner, had a three foot high picket fence that went up to the sidewalk. He said as the petitioner stated these lots are not buildable unless you combine lots.

Mr. Rinchich stated the petitioner is a great neighbor. He said they care about the residents on the block and their dogs. He stated he is glad the fence is there to help with the retaining wall. He said one of his kids have fallen off that wall. Mr. Rinchich said the fence is a benefit, an addition and is in good character. He stated as much as staff recommends denial, he feels the safety, support, and the increase in lot values should be

well received by the Board. He said he recommends that the variation be passed and approved.

Chuck Cicora, 309 Logan Street, Lemont, said where the fence is, for 100 years that is where it would have been. He stated the house has changed only within the last 10 years with the addition. He said it would be detriment to the petitioners and the community if they had to tear down the fence.

Mrs. Glas stated prior to this meeting she did receive an email from another resident that was in support of this fence. She said she provided a paper copy of that email for the Commissioners. The email was from Michael Cherniss at 709 Hickory Street.

Chairman Spinelli asked if the Commission had any questions.

Commissioner Kwasneski asked if they had received any complaints.

Ms. Knight and Mr. Luoma stated they did not receive any complaints.

Chairman Spinelli called for a motion to close the public hearing.

Commissioner Kwasneski made a motion, seconded by Commissioner Sanderson to close the public hearing for Case 13-08. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Chairman Spinelli stated he wanted to defend staff in regards to Mr. Rinchich's comment. He said staff makes their recommendation strictly based on the zoning code. He stated if it does not comply then they have to recommend denial.

Ms. Knight said Mrs. Glas has been very helpful through all of this.

Chairman Spinelli asked staff if a three (3) foot high fence would be permitted.

Mrs. Glas stated yes.

Chairman Spinelli said then they are only requesting an additional foot height variance.

Mrs. Glas stated that is correct. She showed again on the overhead where a three foot decorative fence would be permitted.

Commissioner Sanderson said what is tough is when you look at both these diagrams, the front bump out is narrower than the back. He stated when you look at their house the front is wider then the setback bump. He asked if there was a two foot bump out would that still make that the corner. He stated at what point do you say that is their threshold.

Mrs. Glas stated they looked at the definition of façade and elevations. She said façade includes the face of the building and anything that has windows. She stated that bump out being nine and half feet does have a window. Mrs. Glas said there is nothing stating that the building has to articulate a certain depth. So whether it is 22 feet or 3 feet, there is nothing in the ordinance that states one is different then the other.

Commissioner Kwasneski asked if it does meet the decorative open design.

Mrs. Glas stated it does. She said if that addition was not put on then, a six (6) foot privacy fence would be allowed there. She stated some of their arguments that they are presenting can be achieved with a three foot fence.

Commissioner Messer asked if that was a gate right by the house and asked if it was wider than normal.

Ms. Knight stated it was and it was four feet wide which is normal.

Chairman Spinelli asked if there was any other access to the house on that side.

Mr. Luoma said on that side about five feet down by the jet out.

Commissioner Sullivan stated he does not have an issue with this. He said seeing young people invest in some of the oldest homes in this community is a huge asset. He stated he wished it would happen more in this town. Commissioner Sullivan said it is great that they just want to be outside which is missing in all communities these days. He stated they just have big dogs instead of small dogs. He said this is why they have the request for a variation, for unique circumstances like this.

Commissioner Sanderson and Commissioner Kwasneski both agreed.

Commissioner Spinelli said he does like the fence. He stated because a three foot fence would be allowed all the way to the sidewalk, he is only looking at a one foot variance from the height. He said the addition is only about 30% of the front façade. He stated he feels they are all in agreement and then called for a motion for recommendation.

Commissioner Sanderson made a motion, seconded by Commissioner Messer to recommend to the Mayor and Village Board approval of the request for a variance to allow an existing four (4) foot fence to remain in its current location. A roll call vote was taken:

Ayes: Kwasneski, Sanderson, Messer, Sullivan, Spinelli

Nays: None

Motion passed

Chairman Spinelli then called for a motion for the Findings of Fact.

Commissioner Kwasneski made a motion, seconded by Commissioner Sanderson to authorize the Chairman to approve the Findings of Fact for Case 13-08 as prepared by staff. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

IV. ACTION ITEMS

A. Lemont 2030 – Civic Engagement and Governance Element

Mrs. Glas said this element was presented at the last meeting. She stated it was revised based on some of the comments and feedback that they had received. She said the guiding principles started out with ten and have been reduced down to seven. Mrs. Glas stated some were removed because they sound more like recommendations and should this section should reflect values. She said nothing was completely removed but rather reworked into a different area based on whether it was a value or recommendation.

Mrs. Glas stated for this element they have come up with five goals. She said they are as follows:

1. Employ early involvement, transparency and good process design.
2. Provide inclusivity and accessibility of participation.
3. Encourage partnerships and define roles.
4. Promote education, capacity building and stewardship.
5. Practice good governance and accountability.

She stated from those five goals staff has come up with recommendations. She said from within the first action area the first goal is develop a civic engagement guide to be utilized for all projects and planning efforts. Mrs. Glas stated this comes from the fact that sometimes things happen quickly and you forget to let people know what is happening. She said this would guide staff as to what level of participation for the public is appropriate.

Mrs. Glas said the second goal is increase communications with the public. She stated this has been mentioned a number of times. She said the Village Board is also in line with this with their strategic plan. Mrs. Glas stated department heads are supposed to be trained so they can update the website quickly with information. She said the third goal is host public information meetings for all major public works projects. She stated this was in the 2002 plan and was carried over. She said this deals with a lot of phone calls that staff receives regarding the public being upset about not knowing why roads are being torn up. Mrs. Glas said the last goal for this element is community residents and stakeholders will support active participation in the development of the Comprehensive Plan. She stated the Plan is suppose to have input from the residents so having a goal that they will be active participants is key.

Mrs. Glas stated that covered action area one. She asked if the Commission had any questions or comments. None responded.

Mrs. Glas stated the next implementation area has two recommendations. She said the first is utilizing everyday language when making public notices announcements. She stated this was in the 2002 Plan that they planned on carrying over. Mrs. Glas said there is a lot of jargon in the field and the more simple text they use the more public participation they will receive. She stated the second is actively seeking opportunities to engage traditionally underrepresented groups. She said this is particularly important when engaging the youth. Mrs. Glas stated there is research that states the more you get young people exposed to civic duty the more active they will be in their community as adults.

Mrs. Glas said the next action area is three with three recommendations. The first is identify common goals between the Village and other taxing districts and pursue opportunities to partner. She stated this is another goal for the Village Board with their strategic planning. She stated this was in the 2002 Plan but was redefined so it becomes more specific. Mrs. Glas stated secondly encourage taxing districts to participate in the review of new development proposals. She said they currently do this and feel it is important to keep. She stated when there is a big proposal or if someone has an idea there is a technical review committee. She said everyone is involved and can comment on it. Mrs. Glas stated third is work with Village Commissions on project proposals that are within their area of interest. She said this was in the 2002 Plan, but is not sure how actively this is done. She stated there are other Commissions that meet and there is a disconnect with staff as to what they are doing, so there needs to be more of a connection and opportunity to work together.

Mrs. Glas stated in action area four there are three recommendations. She said the first is coordinate communication within all elements of the Comprehensive Plan. She stated all the different elements might have an educational piece to it. Mrs. Glas said keeping the participation plan of this piece as the guide for the other elements. She stated if they can increase the knowledge about a certain piece then you might get more participation. She said another recommendation is to support regional and issue oriented planning initiatives that positively impact Lemont. Mrs. Glas stated this is just realizing that Lemont is not in a bubble and that there are other things going on. She said the third recommendation is seek opportunities to collaborate with other agencies and organizations on education. She stated there are a lot of educational materials that are readily available so there is no reason to recreate things.

Mrs. Glas said the last action area also has three recommendations. She stated this area covers services that the Village provides. She stated in the 2002 Plan there were many recommendations that were specific to fire, water, sewer, telecommunications, etc. Mrs. Glas said the general idea is that the services the Village provides remain adequate as the Village grows. She stated they put it together as one recommendation. To ensure that services remain in adequate supply as the community grows and service demands increase. She said the second recommendation is increase efficiency in Village

processes through conservation, coordination and consolidation of services while maintaining quality public services. Mrs. Glas stated this is a goal that is evident in the Village strategic plan, which is referenced. She said lastly; maintain ethical code of conduct and accountability. She stated they do have an ethical code of conduct which is outlined in the Lemont Municipal Code. She said this is just acknowledging it and it is maintained.

Mrs. Glas asked if there were any questions or comments.

Commissioner Messer asked if they would be having the Village Attorney come in and do some training since there are two new Commissioners.

Mrs. Glas stated she would look into it and it would be a good idea to do that again.

Commissioner Kwasneski said he is not sure where this would fit in, but he has seen other municipality's websites and they are promoting new businesses coming into town. He asked if they did this and at what level.

Commissioner Messer stated there is another website called "I live Lemont" that does a good job promoting businesses in town.

Commissioner Kwasneski stated then maybe it is just promoting that website more.

Mrs. Glas said enhancing that website and the Village's website might help.

Trustee Stapleton stated they are trying to notify homeowners when construction is taking place. He said several weeks ago they had notified homeowners on First Street of the road construction with a diagram.

Chairman Spinelli said that will help limit the number of phone calls staff receives.

Mrs. Glas stated if they have any other comments or think of anything else to add to please notify staff.

B. Lemont 2030 – Built Environment Element Introduction

Mrs. Glas said the built environment is supposed to address the physical feel of the community. She stated some of this is done by visual preference surveys. She said the 2002 Plan addresses the built environment based on different geographical areas of Lemont. This included downtown, traditional neighborhoods, State Street (various segments), 127th Street and southeast of Archer Avenue.

Mrs. Glas stated there are six guiding principles. She then read all these principles.

1. Architecturally and historically significant buildings and assets will be preserved.
2. Lemont's history will continue to be celebrated through public art; the downtown mural will be maintained.

3. Residential, commercial and industrial properties will be well maintained; deteriorating properties will not be permitted to become a blighting deleterious influence on surrounding properties.
4. The Village's existing high standards of architectural design and landscaping will be maintained for new commercial, industrial, and residential development.
5. The physical environment of key gateways into Lemont will be improved to provide a welcoming experience for visitors.
6. Lemont will encourage design features that foster community interaction, such as front porches, walking trails, open spaces, gathering points, plazas, etc.

Commissioner Kwasneski asked about principle number four, would they be giving any compromise. He said they should be promoting the growth of the community.

Mrs. Glas stated the high standard it is referring to is the standards in the UDO for commercial and residential design standards. She said design standards regulate things such as brick or stone for the facade or adding articulation if there is more than 100 feet of length of a commercial wall. She stated if there is a project that does not meet those standards there is a little give but the intent is to keep architecture standards high to get quality design features.

Commissioner Kwasneski said if they can make a number seven and add Lemont should encourage sustainable design features for residential, commercial, and industrial properties.

Commissioner Sullivan asked what the plan was with handling old buildings that have become blighted and weeds are overgrown. He stated he is starting to see it more in Lemont and the downtown area. He said we are spending time worrying about 2030, however he is concerned with 2015.

Mrs. Glas stated that is more of a function of code enforcement which handles property maintenance. She said whether it is weeds or garbage, residents would get a ticket and then they would have to comply. She stated she does not feel it is specific in Lemont; with the downturn in the economy lots of communities saw an increase in code enforcement violations. Mrs. Glas said ticketing those means imposing another fine. She stated whether that works or not, especially when they are already in a financial bind is uncertain.

Commissioner Sullivan said the number one thing that people want to see in town is a vibrant downtown area. He stated the downtown has the oldest buildings and they are not going anywhere. He said he understands there is the recession and people don't have money, but take the path along the north end of the canal. Commissioner Sullivan stated that area is nothing but weeds and dog feces and that is the Village's responsibility. He said we are taking the time with the concern for a building that isn't even there yet, but we need to focus on what is there.

Mrs. Glas said not having those in place means when the opportunity does come up the Village is not ready to tell the prospective owner what we might want to see there. She stated the fact that there are buildings in the downtown area that are underutilized; there are owners that might want to sell. However, some are trying to sell higher than what the market can take. She said they will just continue to wait and pay taxes. Mrs. Glas stated there are recommendations in the plan to try and consolidate properties if the opportunity arises, but it is not something staff can do.

Discussion continued in regards to renting out buildings in the downtown area and promoting or working with new developments.

Mrs. Glas stated the chart in staff's report identifies everything was included in 2002. She said they will start with the Downtown. The first is a modest increase in the structural density of the downtown TIF is advised, to increase the assessed valuation and to abide by the principles of Transit-Oriented Development. Mrs. Glas stated this was partly achieved with the newer development like Lofts and Old Downtown Square. She said this would just be revised to reflect current ongoing efforts.

Mrs. Glas said next is buildings that are "non-contributing" structures in historic district should be considered for removal, and if the buildings are incompatible with their surroundings. She stated contributing or non-contributing status is one of several factors listed in the UDO to be considered by HPC (Historic Preservation Committee) when the property is up for demolition. Mrs. Glas said HPC has a list of homes in the historic district and they have identified what is contributing and non-contributing. She asked since it is already in the UDO do they want to just rely on that or is it more actively pursuing it.

Commissioner Spinelli stated since it is in the UDO to just let it run its course. He said they might think a building needs to be demolished but there still might be someone living there.

Mrs. Glas stated next is make capital improvements in and around the downtown to improve access, expand parking, and strengthen the connections between downtown and the quarry recreation area. She said this has been partly achieved, but needs to stay in there because they are continuing to work on these areas. Another is through landscaping, street furniture, and pedestrian path improvements, highlight the segment of the Illinois Michigan Canal in the downtown. Mrs. Glas stated this is partly achieved. She said Mrs. Jones noted, need to continue efforts to expand landscaping to south side of canal and addresses maintenance/improvement of the canal and canal wall. She stated we highlight the waterways as an asset to the community and there are some issues with the canal wall that need to be addressed. Next, is increasing the number of housing units in the downtown. Mrs. Glas said this was achieved in the downtown district, but will be revised to reflect the current situation.

Commissioner Kwasneski asked if there was emphasis on planning for more affordable housing for the younger, out of college age group. He said a lot of the housing is not

affordable for this age group. He stated there are many people his age that are moving out of town because they can't afford to live here.

Mrs. Glas stated she agreed. She said the Housing Element would address this more specific. She stated she knows one of the values for the Housing Element is to encourage or promote housing that is accessible to a range of people. Mrs. Glas said what they do to promote that is a different issue.

Commissioner Messer asked with that element can't you include rehabbing. He said this is what they were just talking about.

Mrs. Glas said that is a good point and it should include existing stock as well. She said the next one is reconstruct the old Stephen Street Bridge over the Sanitary Ship Canal to create a direct route to and from downtown and the MWRDGC property. She stated this is not complete and should be revised. Mrs. Glas said it should be revised to reflect the Active Transportation Plan Goal to use that bridge as one of several bike/pedestrian connections to Centennial Trail.

Chairman Spinelli said this is not likely because it would have to be higher than the railroad bridge. He stated this would be very expensive and it would be hard to get a permit to build it. He said your connection would just be using the State Street Bridge.

Mrs. Glas stated the next would be constructing a public plaza at the end of Stephen Street to create a public view on the Sanitary and Ship Canal. Improve the viaduct at the BNSF RR crossing to create a more appealing entry to this area. She said this is not complete and is open for discussion.

Commissioner Messer asked if this was where they were proposing to put the Sports Complex.

Trustee Stapleton said yes. He stated MWRD also bought some of the homes on Stephen Street. He said they are going to have a road going in there with a pump station. Trustee Stapleton stated they might also expand the quarry next to it as a collection basin for storms. He said he is not sure when this will happen.

Commissioner Sullivan stated that if the Sports Complex goes through it would change the whole demographics down there.

Trustee Stapleton said yes it would.

Mrs. Glas asked if the idea of a public plaza at the end of Stephen Street, regardless of what might happen with a big development, would be something to pursue in that area. All Commissioners agreed that it should be included.

Mrs. Glas stated next is pursuing a second grade-separated access, at minimum for pedestrians, across the BNSF RR between the downtown and the former Tri-Central

parcel. She said again this might come up if that property is redeveloped. She stated how that gets done will be determined if those plans ever come up.

Commissioner Messer said he feels it states that the Village is in support of developing that property.

Mrs. Glas said continuing on, plan and build a Village owned structured parking facility in the downtown. She stated this is complete, but should be revised to reflect current situation. She said as the Village or downtown grows, it is important to make sure that parking is adequate.

Commissioner Messer asked if there was signage stating free parking.

Trustee Stapleton stated there is a sign around Main Street saying free parking but after that there really is nothing.

Commissioner Sanderson and Commissioner Kwasneski stated they just found that out recently.

Mrs. Glas stated next is support redevelopment initiatives that conform to the goals and objectives of a unified downtown plan. She said this is complete and should be left in plan. Next, is favoring the assemblage of parcels and coordinate redevelopment over the piecemeal, uncoordinated development of individual parcels. Mrs. Glas said this is currently a Village policy, but difficult to enforce. She stated the recommendation is to leave it in the plan. She said in terms of downtown redevelopment it would be easier to do things with multiple parcels and get that bigger development. Mrs. Glas stated it is difficult to enforce because all of the parcels are individually owned and their intentions are not really inline with what the Village might want to do with the parcel or what they foresee.

Mrs. Glas said another is maintaining an unobstructed view of the historic Churches and Central School from the north gateway to the community. She stated this we would leave in plan with just some rewording so it is not so specific.

Mrs. Glas stated requiring the use of limestone in landscape plans, sign monuments, building facades to expand the quarry heritage theme throughout the community is next. She said current Village policy is to require limestone or products simulating limestone in monument signs and often requiring it on buildings in PUD's. She asked if it should be reworded to say "encourage".

Commissioner Kwasneski said it should say encourage because then it shows that the Village is willing to work with a developer.

Mrs. Glas said another is identifying properties that are in violation of outdoor storage regulations or other property maintenance on a regular basis, and cite violators for non-

compliance. She said this is the current policy. She stated the new Plan should have a more detailed analysis and recommendations related to code enforcement.

Mrs. Glas stated the next recommendation is eliminate signs that are larger than necessary to communicate their message to public. She said the next five recommendations have to do with signs, which sign regulations were reviewed extensively recently. She stated the recommendation would be to remove these from the Plan because the sign ordinance in the UDO addresses those concerns.

Mrs. Glas said continuing through, use the sign grant program as an incentive to businesses to erect signs that are constructed of high-quality materials and make a positive contribution to the streetscape. She stated this is currently done in the downtown TIF district. She said they were wondering if this should be expanded to areas beyond the TIF.

Commissioner Kwasneski stated it should.

Trustee Stapleton said the TIF district is going to disappear in about a year and a half. He stated there is a new TIF which would be north of the canal.

Mrs. Glas stated if they were going to expand it and do a grant project then they would have to find a funding mechanism for it.

Commissioner Kwasneski asked if they could search out those grants before we put it in as a recommendation.

Mrs. Glas said they could. She stated next is creating standards of commercial building design such that commercial building facades have the same richness of detail and quality of materials as single-family dwellings in Lemont. She stated since the writing of this, the UDO contains commercial design standards. She said the recommendation would be to reword and leave it in the Plan.

The next recommendation is creating a timely site plan and architectural elevation review procedure that requires approval of building site plans, architectural elevations, and landscape plans of all buildings prior to issuance of a building permit. She said there is a site development permit that is required if a development is over a certain square footage. She stated once that permit is issued then building permit gets reviewed. She said the recommendation would be to remove this from the Plan since it is already in practice.

Mrs. Glas said another is require design review of the appearance of all new and reconstructed commercial, industrial and multi-family residential buildings. She stated the UDO contains commercial design guidelines, but the only design review board is for the Historic District. She said the question is what level of design review is appropriate and are additional standards needed.

Commissioner Spinelli stated he thinks it is good.

Mrs. Glas asked if it should be left as what we currently have in the UDO and staff reviews it. All Commissioners agreed.

Mrs. Glas stated next is maintained and strengthen the identity of Lemont as Historic District. She said the recommendation is to leave it in the plan. She stated this is a key asset to the community.

Mrs. Glas said another recommendation is enhance the downtown as a town center with a balance of retail, entertainment, office, civic, and housing space. She stated the downtown district is intended to achieve this goal. She said there is a specific zoning district that is a DD district that has its own regulations and any property with that district has guidelines and recommendations.

Commissioner Messer stated it sounds redundant to what they talked about earlier with suggestions made in regards to having retail on ground level and residential above. He asked can't they be combined. He stated the other one he was looking at stated increase the number of housing units in the downtown by planning sites suitable for mixed use and residential buildings.

Mrs. Glas said she will look to change the wording and combine those. She said next is complete the Illinois and Michigan Canal as a public open space in downtown and as a bicycle path route to the Heritage Quarries recreation area and other bicycle paths. She stated the I&M path does connect to the Heritage Quarries and the Transportation Element will address bicycle and pedestrian paths. She said this recommendation would be moved to there or adjusted.

Mrs. Glas stated another is increase the number of housing units within walking one-half mile of the Metra Station, and in areas within approximately one mile of the Metra Station that have capacity for additional dwelling units. She said the downtown district is intended to achieve this goal. She stated the recommendation would be to leave and reference the downtown district. Next, is increase the number of public parking spaces in central locations in the downtown. Again, that is the goal of the downtown district so it will also be left in the Comprehensive Plan.

Mrs. Glas continued stating, amend the zoning ordinance to recognize existing single-family dwelling structures on particular blocks (north Stephen Street, east side; east Talcott Street, south side) as a permitted use. Allow adaptive re-use or redevelopment of these structures when compatible with the downtown environment. She said the status on that is single-family detached residential is a permitted use in the downtown. Adaptive reuse is also allowed, with guidance based on street type. She stated if you look at the downtown district in the UDO the type of development that is encouraged is based on the type of street that the property is on. Mrs. Glas said so it takes into effect the scale of the street and what is permitted. She stated the recommendation would be

since it is already addressed in downtown district then it is completed and will not need to be addressed in the Comprehensive Plan.

Mrs. Glas said another is amend the zoning ordinance and other relevant planning tools to require an off-site or within-building parking contribution from new construction in the B-2 District. She stated B-2 no longer exists, but was replaced by the downtown district, which does not require a parking contribution for small developments. Larger developments are required to provide parking. She said this is open for discussion.

Trustee Stapleton stated the deal with the parking garage was anything that is built within 500 feet of the parking garage would not have to supply parking.

All Commissioners agreed that it would continue to stay that way.

Mrs. Glas said next is improve Stephen Street to the Sanitary & Ship canal and prepare plans and designs for a public plaza at the end of the street, as recommended by the 1994 Downtown Plan. She stated this is a repeat of the plaza which is not completed. She asked if the Commissioners agreed that was worth to pursue.

Commissioner Messer stated to combine this with the other one that talks about the plaza.

Mrs. Glas continue by saying if available, continue to use the TIF revenues to make capital improvements and provide grants for building revitalization projects that further the goals of the downtown plan. She said this was the current practice, so it would just be reworded to reflect current status and be left in Plan.

Mrs. Glas stated this would conclude the downtown district and now they would move on to Traditional Neighborhoods. She said first is continue opposition to use of the Illinois Central/Canadian National Railroad line as a high-speed rail route. She stated it has been determined that the high-speed rail route will not go through Lemont, so this will be removed from Plan.

Next, is to keep a lively streetscape, encourage use of the public sidewalks by local businesses, while ensuring pedestrian accessibility and community aesthetics are not compromised. She stated the comment is that it is complete and should be removed from Plan.

Mrs. Glas continued stating reduce the maximum height of dwellings to avoid construction of houses that are out of proportion to existing dwellings in the neighborhood. She said the R-4A guidelines were written to amend the allowable home size in older neighborhoods. By all accounts it has been successful, so it just needs to be reworded to reflect current status. Next, is reducing the number of non-conforming structures and uses in the Village. There were at least 68 non-conforming structures in 1999, and possibly many more that have not been documented. She stated the UDO does not allow replacement of non-conformities. She asked for discussion, is a stronger

approach needed. Mrs. Glas stated right now non-conformities are addressed when someone comes in to do something with their property.

Commissioner Sanderson stated he feels it needs to wait till the use or the owner changes.

All Commissioners agreed.

Mrs. Glas stated next would be State Street, from Illinois north. The recommendation is future capital improvements budgets should include landscaping and other beautification on the excess land beside the State Street Bridge. She said the status is not complete and should be left in Plan.

Mrs. Glas said from State Street, from Illinois to Peiffer. The first recommendation is encourage preservation of traditional style homes on busy arterial road environment, consider "Level II" home occupations, or adding an adaptive reuse category when a business renovates a home but the owner does not necessarily live in the home. She stated homes on State Street are zoned residential and do not allow any commercial use. She said they would reword, but leave policy in to revise zoning to allow limited commercial use of these existing homes as a way to extend the useful life of these often historic and charming structures.

Trustee Stapleton stated the problem is you can't park on State Street.

Mrs. Glas said this recommendation would be looking to make a revision in the zoning for the UDO to allow limited commercial use where right now it is residential.

Commissioner Sanderson stated the question is where do we see State Street going.

Chairman Spinelli said the point of this is to try and maintain the residential building by allowing an office in there. He stated like Trustee Stapleton said there is no parking on State Street and a lot of the side streets have no parking on that first block.

Mrs. Glas stated the idea of "limited commercial use" could be a use that does not require a lot of parking.

Chairman Spinelli said he is not sure if they need to reword it. He stated if it states "limited commercial use", then people will ask what is "limited". He said he thinks it should be kept as is and if people want to come in and ask for a variance then it gives the Commission and Village Board a right to refuse it.

All Commissioners agreed.

Mrs. Glas continued by saying, invest in streetscape improvements (parkway trees, decorative banners, etc.) to enhance property values. She said the status is partly completed and should be left in the Plan with more detail and recommendations.

Commissioner Messer stated they had the ash borer bug come through and we are not even funding replacement trees. He said now we are investing in streetscape. He asked where is that funding coming from.

Mrs. Glas said it is a recommendation that is in the Comprehensive Plan. She stated when they go to Public Works and state we need to come up with a plan for parkway trees they have a reason why. She stated she doesn't think Public Works has a tree care plan. Mrs. Glas said if it is part of the Plan and the Village and residents value their parkway trees, this gives them initiative to get something going.

Commissioner Messer asked if that would include funding it.

Trustee Stapleton stated the problem is there are so many trees affected by the ash borer beetle that they don't have enough funding. He said he will be attending a seminar in regards to the ash trees.

Discussion continued on replacing parkway trees.

Mrs. Glas said next would be study traffic signal/safe pedestrian crossing options at Logan and State. She stated this has been done already. Next, discourage/prohibit home occupations that make demands on parking. She said the UDO contains restrictions on home occupations related to parking and traffic generation. She stated the current practice is effective and no policy change is needed.

Mrs. Glas stated another is requiring site improvements before rezoning legal non-forming uses (medical and dental buildings in 800 block State Street). She said the status is unknown. The recommendation is these buildings are zoned commercial; policy not needed.

Mrs. Glas said the next section is State Street from Freehauf to 129th. The first recommendation is introduce new development design guidelines to require reduced front yard parking fields. She stated Mrs. Jones needed time to research this one.

Chairman Spinelli stated he thinks it would be to maintain site lines. He said he would not be in favor of reducing front yard parking areas. He stated you need to maintain that site line visual especially for that corridor.

Mrs. Glas said the next one is require brick/stone exteriors including limestone as the Lemont "signature". She stated it is not currently required for as of right development, but has often been a condition of PUD approvals. She said this is open for discussion, and they will change require to encourage.

Commissioner Sanderson stated it is not required but it is handled in the PUD which is good. He said then not every single building has it, but your larger PUD's they will get a chance to review it all.

Mrs. Glas said they will keep that one. She stated next is avoid narrow-lot “strip” development. She said the status is current policy, but difficult to enforce.

Commissioner Sanderson stated as long as they meet code requirements and the UDO covers it then you don’t need it.

Mrs. Glas stated another is requiring sidewalks/bikeways both sides of roadway. She said this is current policy and it is addressed in the Transportation Element. She stated it is not needed in this element.

Next, require bike racks be added to parking standards. She stated it is not currently required, but it is addressed in the Transportation Element so it is unnecessary here.

Mrs. Glas continued by saying signs – reduce the percentage of face that may be illuminated. She said the sign regulations have been amended and this can be removed. Next, preserve tree stands, especially east side of State. She stated the UDO currently contains tree preservation standards. She said this will be addressed in the natural resources development.

Mrs. Glas stated next is work with Lemont Plaza Shopping Center ownership to reconfigure the parking lot. Require more aggressive property maintenance. She said Lemont Plaza remains an issue, but do we want to include something specifically about this plaza.

All Commissioners agreed to remove.

Mrs. Glas said increase roadway capacity south of 127th street, perhaps adding a center turn lane was next. She stated this has been done and can be removed. She said the last recommendation is add street trees where parkways offer adequate planting spaces. Mrs. Glas stated the comment is it is unknown where street trees have been added, but new development has been required to install street trees. She stated this can be removed.

Mrs. Glas stated the next section is State Street from 129th to 132nd. She said the first recommendation is require improvements to road capacity as condition of “upzoning”. Improved circulation is needed. Connections to 129th Street and Walnut Street should be considered. She stated the UDO requires right-of-way improvements as conditions of development. She said this is addressed in transportation element.

Mrs. Glas said require sidewalks/bikeways both sides of roadway, is next. She said this is addressed in the Mobility Element. She stated next would be protect the natural drainage way on the east side of State. Mrs. Glas said the UDO contains numerous drainage regulations. She stated if this is necessary in the Comprehensive Plan, it would probably be best addressed in the Natural Resources Element.

Commissioner Spinelli stated he feels it is too specific for a Comprehensive Plan and should be left for the UDO.

Mrs. Glas stated another is requiring distinctive appearance in multi-family developments, use high quality exterior finishes, and creative site planning. She said the UDO contains some design standards for multi-family and most are approved via PUD, where additional design standards are often enforced. She stated they would leave this in the plan.

Mrs. Glas said the next section is 127th Street. She stated a harmonious streetscape design should be promoted on 127th Street, in anticipation of its creation as a new community gateway when the tollway is constructed. She asked the Commissioners if they felt it should be left in the Plan.

Commissioner Spinelli stated he felt it should not be included because the streetscape has already been created.

Discussion continued in regards to property between I355 and Smith Road.

Mrs. Glas said the next recommendation section is southeast of Archer Avenue. She stated where indicated by the use of overlays on the land use map “conservation design” should be practiced. This technique of land planning incorporates natural features into the subdivision design and uses only the most suitable soils and topography for construction purposes. Conservation design may be combined with cluster development, a related concept in which lot areas and setbacks are reduced within the “buildable” acreage to provide the developer an incentive to set aside the natural features. She said this is a long recommendation. Mrs. Glas stated there is the Kettering subdivision which is the first conservation design subdivision to be built in Lemont. She said there will be a subdivision coming up with a conservation design. She stated the idea is to create some kind of overlay that identifies where conservation should be done, rather than every development. Mrs. Glas said the idea would be to move this recommendation to the Natural Resources Element, which will identify areas of high ecological value or concern. She stated this concludes this element.

V. GENERAL DISCUSSION

Mrs. Glas said next month there will not be anything for the Comprehensive Plan, it should be public hearings. She stated they will pick it up again in December.

VI. ADJOURNMENT

Chairman Spinelli called for a motion to adjourn the meeting.

Commissioner Kwasneski made a motion, seconded by Commissioner Messer to adjourn the meeting. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Minutes prepared by Peggy Halper

SITE PHOTOS

Figure 1. Subject property, looking west



Figure 2. Rear of subject property, looking east



Figure 3. Side of subject property, looking southeast from the rear of the property



Figure 4. Side of subject property, looking southwest from the front of the property



Village of Lemont

Planning & Economic Development Department

418 Main Street Lemont, Illinois 60439

phone (630) 257-1595

fax (630) 257-1598

Variation Application Form

APPLICANT INFORMATION

Jeff Luoma & Anne Knight

Applicant Name

None

Company/Organization

706 Hickory Street, Lemont, IL 60439

Applicant Address

Phone: 630-710-8580; Fax: None

Telephone & Fax

annieknight85@gmail.com

E-mail



CHECK ONE OF THE FOLLOWING:

- X Applicant is the owner of the subject property and is the signer of this application.
Applicant is the contract purchaser of the subject property.
Applicant is acting on behalf of the beneficiary of a trust.
Applicant is acting on behalf of the owner.

PROPERTY INFORMATION

706 Hickory Street Lemont, IL 60439

Address of Subject Property/Properties

22-29-217-003-0000

Parcel Identification Number of Subject Property/Properties

Lot size: 6,240 square feet; Bulding size: 1,161 square feet

Size of Subject Property/Properties

DESCRIPTION OF REQUEST

Applicant is requesting permission to have a 4 foot picket fence in front of a small portion of the front face of the house that is set back 22 feet from the rest of the house, juts out less than 9 1/2 feet from the rest of the house, and only contains a small window approximately 9 1/2 feet from the ground.

REQUIRED DOCUMENTS

See Form 500-A, Variation Application Checklist of Required Materials, for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on: 8/26/13

By: _____

Application deemed complete on: 8/27/13

By: mmg

Current Zoning: R-4A

Fee Amount Enclosed: 250.00

Escrow Amount Enclosed: 500.00

Variation Application Form

Village of Lemont

APPLICATION FEE & ESCROW

Application Fee = \$250 (per zoning lot)

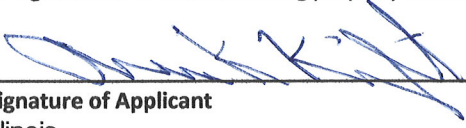
Fee is non-refundable. A zoning lot is defined as "a single tract of land located within a single block that (at the time of filing for a building permit) is designated by its owner or developer as a tract to be used, developed, or built upon, under single ownership or control" (Unified Development Ordinance Chapter 17.02).

Required Escrow = \$500

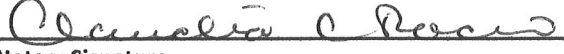
At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the variation application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the variation review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.

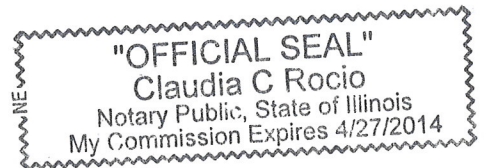
	<u>8/26/13</u>
Signature of Applicant	Date
Illinois	Cook
State	County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that ANNE KNIGHT is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.


Notary Signature

Given under my hand and notary seal this 26th day of August A.D. 20 13.

My commission expires this 27th day of April A.D. 20 14.



Variation Criteria Worksheet

Unified Development Ordinance (UDO) Section 17.04.150.D.1 establishes the criteria that all applications for variations must meet. In addition, Section 17.04.150.D.2 of the Unified Development Ordinance requires that the Planning & Zoning Commission or Zoning Hearing Officer take the following conditions into consideration when determining whether a request qualifies for a variation. You may want to consider the following in your variation request:

- The particular physical surroundings, shape, or topographical condition of the specific property involved results in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations of the Unified Development Ordinance were fulfilled;
- The conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the subject property is located; and
- The variation will not impair an adequate supply of light and air to adjacent properties, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Please describe below how your variation request meets the criteria of UDO Section 17.04.150.D.1. Attach additional sheets if necessary.

UDO Section 17.04.150.D.1.a

The variation is in harmony with the general purpose and intent of the Unified Development Ordinance;

See attached Addendum, Section 1

UDO Section 17.04.150.D.1.b

The plight of the owner is due to unique circumstances and thus strict enforcement of the Unified Development Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and

See attached Addendum, Section 2

UDO Section 17.04.150.D.1.c

The variation will not alter the essential character of the locality and will not be a substantial detriment to adjacent property.

See attached Addendum, Section 3

**706 HICKORY STREET
VARIATION APPLICATION ADDENDUM**

Introduction:

First and foremost, we would like to apologize for the fact that our fence was built before the permit was secured. When we signed the contract for the fence, we gave the fence company a \$75 check made out to the Village of Lemont for the purpose of securing a permit. When scheduling the date for the fence to be installed, approximately two weeks after signing the contract, the scheduling personnel confirmed the salesman, Craig Davis, would secure the permit. As it turned out, Craig had taken steps to secure the permit and the installation date was set for the following week.

In our naiveté, we did not check to confirm the company had obtained the permit before they began installing the fence. In the evening, on the day the fence was installed and paid for, we received a message from Craig informing us there was a problem with the permit. It was clear from his message that he was unaware the fence had already been installed. The fence company has accepted full responsibility for this error, and we are grateful for that. We still, however, feel strongly about the location of the fence, and we would have sought the variance had the fence not previously been installed. We hope you will not hold this mistake against us.

Unified Development Ordinance:

Section 1: 17.04.150(D)(1)(a) The variation is in harmony with the general purpose and intent of the Unified Development Ordinance.

This variance is in harmony with the apparent intent of the fence provision and the identified purpose of the UDO.

A. Fence Provision: 17.12.030

Section 17.12.030 of the UDO specifies that only decorative fences not exceeding three feet in height are permitted in the front yard of an R-district home. The code does not identify an intended purpose for this limitation, however, the perceived purpose is to prevent homeowners from placing an unattractive and obtrusive fence in front of a portion of the front face of their home. Specifically, it would prevent people from fencing in front doors, front porches, attached garages, and decorative front faces with windows, shutters, etc. The diagram below shows the limitation next to the layout of our home with a blue line approximating our fence line:

UDO Fence Diagram

706 Hickory layout¹

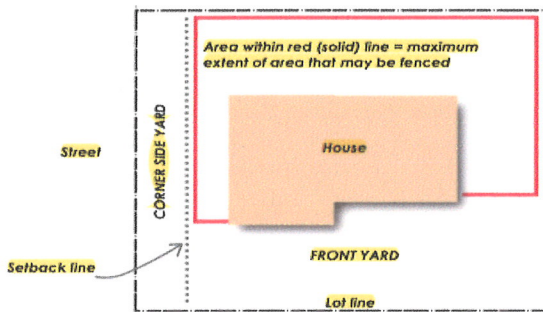
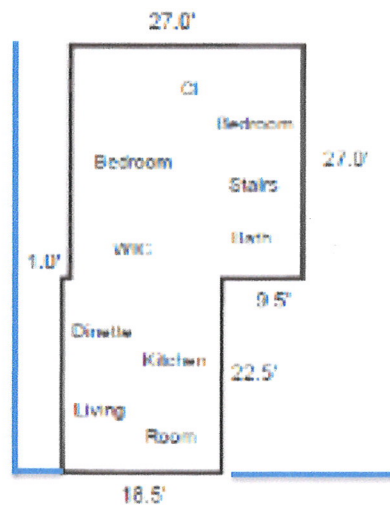
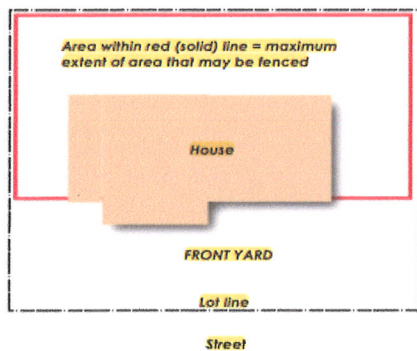


FIGURE 17-12-02. Fences on Corner Lots (above)

FIGURE 17-12-03. Fences on Interior Lots (below)



¹ To conserve space, I am only including the home and the immediately surrounding area, I have not included the entire lot. For the remainder of the lot, review Exhibit A attached.

Many homes, particularly in our area, have a small area like a garage, three-season room, or front room that juts out past the front face of their house. Here are some examples of homes in our neighborhood that fit that description:



As you can see, a fence build off the front section of these homes would block off a front-facing door or a main first-floor window, all of which are less than 10 feet from the front line of the house, whereas ours' is over 22 feet. Here are photos of the front of our house, and the 9 foot 5 inch wide portion that is fenced in:



Note the entire front face of the house, including the front door, and two large, 26" x 52", windows, is not fenced in. The portion that is behind the house is only 9 feet 5 inches long, is set back 22 feet from the front line of the house, and has a small 18" x 21" bathroom window, approximately 9 feet and 4 inches above the ground. Moreover, the entire back section of the house, which includes the 9 foot, 5 inch jut-out, was added onto the house in 2002. The original house was built in 1893. The front part of the house was the entire house for nearly 110 years. Had this fence been added to the house prior to 2002, the placement would have complied with the code. Additionally, this nearly 9 1/2 foot section is not particularly aesthetically appealing. Placing it behind a fence is an aesthetic improvement on the property.

This proposed variance would comply with the intent of preventing homeowners from placing a large fence in front of the decorative front face of their home.

B. Over-Archiving purpose of UDO: 17.01.050

This variation is in harmony with the general purpose and intent of the Unified Development Ordinance as a whole. Section 17.01.050 identified the following overarching purposes of the UDO:

- A. Promoting and protecting the public health, safety, and general welfare;
- B. Ensuring adequate natural light, air, privacy, and access to property;
- C. Avoiding or mitigating the hazards to persons or property resulting from accumulation of runoff or flood water;
- D. Protecting the character of established residential neighborhoods;
- E. Maintaining and promoting economically vibrant and attractive commercial areas;
- F. Establishing clear and efficient development review and approval procedures; and
- G. Conserving the value of land and buildings throughout the village;

H. Accommodating development and growth that is consistent with the preceding stated purposes.

The purposes relevant to this matter are A, B, D, and G.

First, the purpose of this 4-foot picket fence is to keep our two, tall, eighty-pound dogs, the children of our friends and family, and our future children safe and protected in our yard. A decorative fence, permitted under 17.12.030B, would be insufficient to secure and protect dogs and children. We have heard two stories in the neighborhood of dogs jumping 3-foot fences and attacking other dogs. While our dogs would never hurt anyone, strangers walking past would no doubt feel safer seeing a 4-foot fence between them and two, tall, eighty-pound dogs. Further, there is a 3-foot retaining wall directly to the north of our fence, butting up against our neighbor's concrete driveway. Neighborhood children have used that wall as a "jump" for sleds and bikes. This fence prevents them from using the retaining wall as such, and potentially injuring themselves. The fence is a positive safety measure protecting the public.

Second, because the fence is only a 4-foot picket, it has minimal, if any, impact on the natural light and air for the surrounding properties. Additionally, it increases our privacy and the privacy of our neighbors and it does not impact anyone's access to their own property.

Third, this variance would be consistent with the character of this neighborhood. The vast majority of the houses on our block were built over 100 years ago. As such, they are all set forward on the lot, with unattached garages facing the street behind the house. By placing the fence where we did, we have framed out the original face of the house and relegated the out-of-character addition to the backyard. The other fences on the block are

similarly forward on the lot line. As seen in the picture below, our fence is directly in line with our neighbor's 5-foot picket fence.



Fourth, and finally, if this fence has any impact on the value of the property and the surrounding property it is positive. It is an attractive fence, promoting safety, creating privacy while still encouraging interactions with neighbors, and highlighting the attractive face of the house while down-playing the less attractive addition and visible utility boxes. To demonstrate this point, here is a photograph of the house before we purchased it in 2009 and a photo of the house today.



As you can see, this requested variation is in harmony with the intent and purpose of the specific fence provision as well as the intent and purpose of the UDO.

Section 2: UDO Section 17.04.150(D)(1)(b)

The plight of the owner is due to unique circumstances and thus strict enforcement of the Unified Development Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and

In determining whether this element is satisfied, the Board should consider the following factors outlined in 17.04.150(D)(2)(a-e). While the UDO specifies that these factors should be considered, it does not identify any factor as dispositive of the analysis. Rather, the board should base its decision on the totality of the circumstance after considering these factors. The factors are as follows:

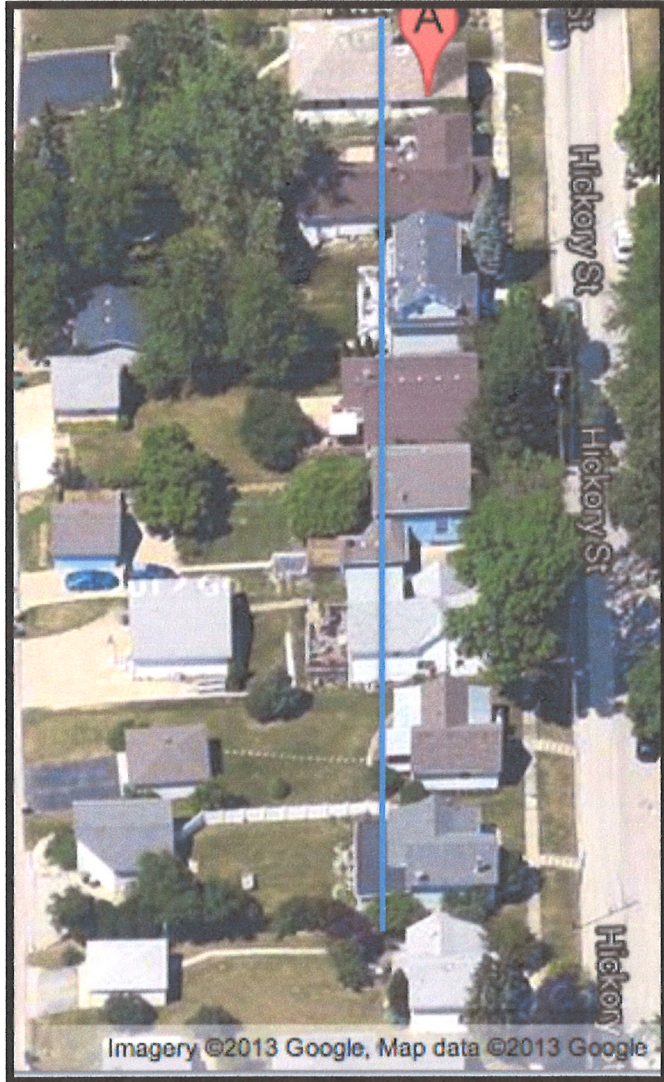
- a. The particular physical surroundings, shape, or topographical condition of the specific property involved results in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations of this unified development ordinance were fulfilled, and
- b. The conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification; and
- c. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; and
- d. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the subject property is located; and
- e. The variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property value within the neighborhood.

First, this home is built on a long, narrow lot, on a hill sloping to the north and the west.

In fact, the width of the lot is less than 50 feet, therefore, it is not a "buildable" lot. The

structure on the property is the structure that will remain. Due to the narrowness of the property, and the fact that the house and garage are built lengthwise within the lot, we are forced to make use of the land to the sides of the structures. Further, when you take into account the mature trees, steep slopes, and retaining walls, there are limited locations for a patio table and chairs in our yard. Additionally, our neighbors immediately to the south of us are up hill from our home, with a second-floor deck providing use with minimal, if any, privacy in our backyard. We actually have far more privacy in our side yard. Finally, we like our neighbors to the south very much, and we get along very well with them, but they have two small dogs that bark at us constantly when we are in our backyard. Our neighbors are then forced to stop what they are doing and come outside to get them. We have put up reed fencing and tried various things to prevent the dogs from seeing us, but we have not been successful. When we are on the north side of our house, the area we wish to keep fenced in, they do not bark. This is of a great benefit of us and our neighbors, as they find the barking frustrating as well.

Second, we have walked all over the community looking for a home with a physical layout analogous to ours and we have not found anything comparable. Our property is uniquely situated for the following combined reasons: (1) the lot shape is unusually long, narrow, and sloped, minimizing the available surface area for outdoor living space and requiring us to make use of our side yard. (2) The 2002 addition is setback the entire length of the original home (22 feet 5 inches). If one were to draw a line from the back of the original house, through the houses south of the property, that line would run near or along the back edge of most of those homes. See the diagram below.



This diagram shows the addition is in the backyard of nearly all of our neighbors to the South.² (3) The 9 foot 5 inch section of the addition that extends past the original home contains no front-facing doors or ground level windows. This section is clearly not intended to be a decorative part of the front façade; it is plain at best, and borders on unattractive (see the photograph at the end of Section 1). These circumstances are unique to this property and will not arise elsewhere in the neighborhood.

² The two homes to the north of ours were built in 2005 and are therefore set back further. Both sets of neighbors in those homes, however, have expressed their support for the fence in its current location.

Third, the condition causing the hardship was not created by ourselves or anyone with a current interest in the property. The addition was built by the family that owned the property in 2002. If the fence had been put in place anytime between the time the house was built in 1894 and 2002, the current placement would be permitted under the ordinance. Further, if that family had chosen to take the addition straight back rather than making it slightly wider, the current placement would be permitted under the ordinance. The shape of the home was not our decision. Likewise, we cannot be held responsible for the narrowness of the lot, the slope of the property, the placement of the garage, the mature trees, or the retaining walls, all of which contribute to the need to retain and secure this side portion of the yard for ourselves, our pets and our future children.

Fourth, and simply put, granting this variation request would not be “detrimental to the public welfare or injurious to other property or improvements in the neighborhood.” The petition attached as exhibit B, demonstrates the neighborhood’s support for our fence. And, as discussed in Section 1, the fence is a positive safety measure.

Finally, regarding the last factor: (1) the fence is a 4-foot picket fence and it allows air and light to travel freely to neighboring properties; (2) the fence will have no impact whatsoever on street congestion or fire hazards; (3) the fence has the potential to improve public safety by blocking the 3-foot retaining wall and securing large dogs and children on the inside of the fence; and (4) it is a well-made wood fence that will likely improve the value of the properties in the neighborhood due to it’s positive aesthetic impact.

Section 3: UDO 17.04.150(D)(1)(c).

The variation will not alter the essential character of the locality and will not be a substantial detriment to the adjacent property.

Section 1, subpart B explains that this variation would be consistent with the

“character of the locality” because the majority of the houses on the block were built over 100 years ago and are similarly set forward on the lot. Many of the houses on our street also have fences that come off the front of their home. Further, as shown in the photograph in Section 1 subpart B, our fence is directly in line with our neighbor’s 5-foot picket fence. Our 4-foot picket fence preserves the historical character of the home by framing the original façade and hiding the addition. Additionally, 4-foot fences in front yards are not completely unheard of in our neighborhood. Here are the homes within approximately 5 blocks of our home that have 4-foot fences in their front yards:



Finally, all of our adjacent neighbors have expressed positive opinions about our fence. The fence does come out past the front of the homes of our neighbors to the north; however, it is an improvement to the previous view they had of our yard. Further, the elderly couple immediately north of us will no longer have to worry about the children using the retaining wall between our yards as a “jump” for bikes and sleds.

Conclusion:

Thank you so much for taking the time to read through our explanations and consider our request for a variation. We hope, after reviewing this material you are comfortable in deciding that this variation is in the best interest of the property and the community. We would be happy to provide you with any additional information you may need.

Warranty Deed

Prepared by:
Vytenis Lietuvninkas
Attorney at Law
4536 West 63rd Street
Chicago, Illinois 60629

When recorded return to:
Michael A. Angileri
Attorney at Law
6900 Main Street, Ste # 210
Downers Grove, IL 60516

Mail tax bills to:
Jeffrey W. Luoma
706 Hickory
Lemont, IL 60439

Above Space For Recorder's Use Only

VL3980137 / 29052137

This Indenture Witnesseth, that Grantor, **Gitas S. Jameikis, a single person**, of the Village of Lemont, County of Cook, State of Illinois, for and in consideration of TEN (\$10.00) DOLLARS and other valuable consideration in hand paid, CONVEYS and WARRANTS to

Jeffrey W. Luoma and Anne K. Knight

as Joint Tenants, with Right of Survivorship, and not as Tenants in Common
 ~~Husband and Wife, not as Tenants in Common and not as Joint Tenants, but as Tenants by the Entirety~~
Strike Inapplicable Provisions

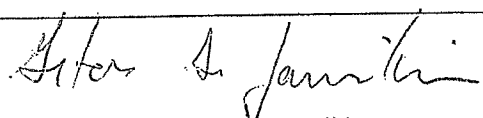
the following described real estate situated in the County of Cook in the State of Illinois, to wit:

LOT 39 IN KEOUGH & SPALDING RESUBDIVISION OF BLOCK 8 IN DOWSE'S ADDITION TO LEMONT, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION, RECORDED NOVEMBER 14, 1885 IN BOOK 21 OF PLATS, PAGE 4 AS DOCUMENT 669325 IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. Subject to general real estate taxes for the year 2009 and thereafter .

Permanent Index Number(s): 22-29-217-003-0000
Address of Real Estate: 706 Hickory, Lemont, IL 60439

Dated this 5th day of November, 2009

 Gitas S. Jameikis	
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Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: **Delinquencies in Parking Tickets, Ordinance Violations, and Utilities**

Date: November 15, 2013

BACKGROUND/HISTORY

Over the course of several years the Village has been struggling with delinquencies in parking tickets, ordinance violations and utility bills. Collection notices and delinquent notices have been sent out regularly; however, delinquencies continue to increase.

Eight months ago the Village awarded a contract to Municipal Collections of America, a collection agency for parking and ordinance violation tickets. The collection agency has been successful, with over \$58,000 collected to date; however, the Village is still carrying a \$1.3 million delinquency balance in parking tickets violations and ordinance violations. Currently, the total amount outstanding for Ordinance Violations dating from 1990 to current is \$846,000 with a total of 1,889 offenders. The total amount outstanding for parking tickets is \$472,000 with a total of 1,020 offenders.

The utility delinquencies have been increasing as well due to the economy and the philosophy by residents that partial payments guarantees service. Many partial payments are significantly lower than the current bill and prior bills go unpaid. On Friday November 8, 2013, 43 letters were sent out to customers on the west side of town with more than one bill past due for a total amount of \$18,665, representing 26% of the total delinquency of \$70,000.

It is time the Village creates a Comprehensive Delinquency Policy to ensure that delinquencies are kept to a minimal amount.

DISCUSSION

Under a separate cover, the Police Department is proposing a boot/tow ordinance, which will drastically reduce the amount of delinquencies. The ordinance violations and utility delinquencies need to be addressed in a different fashion.

The ordinance violations can be addressed with the State's Local Debt Recovery Program. This program allows local governments to submit outstanding obligations, such as ordinance violations, parking tickets, etc to the state for collection from tax refunds, lottery winning or payroll checks.

Unfortunately, this program has been so successful the lead time in setting it up with each municipality can take months.

The utility delinquencies can be addressed with an aggressive approach to collections, such as:

- Partial payments will not guarantee service
- Written payment plans – 90 days in which total current utilities needs to be paid with partial past due
- Routine service termination for failure to pay and service will not be restored until 100% of past due is paid or a 50% is paid and a written payment plan is created

AMNESTY PROGRAM

Prior to implementing the above procedures and penalties, the Board may wish to pursue an amnesty program for Ordinance Violations and parking tickets. The ticket amnesty program would be offered for a 45 day window. All tickets issued prior to the amnesty period, that have been assessed a late fee, will be eligible for a 50% reduction in fines on the total amount owed. During this period, in addition to promoting this program, letters will be sent to those with outstanding balances. The program would be a one-time offer to reduce the outstanding balances. Please note that other towns that have utilized this program collected an average of 10% of the outstanding debt. However, it will provide a “clean slate” for the new collection agency. Once the past dues are cleared up, staff is confident that with the boot/tow program, local debt recovery program, and utility collection process delinquencies will be at a manageable state. The program could be broken down into types of violations. For instance, the Board may feel that this program would only be beneficial for ordinance violations and the boot/tow ordinance would be successful in itself.

RECOMMENDATION

Concur with staff regarding a Comprehensive Delinquency Policy is necessary by

- 1) Implementing a Boot/Tow Program by Ordinance
- 2) Participate in the State’s Local Debt Recovery Program by Ordinance
- 3) Address utility delinquencies by Ordinance

Provide direction on a possible Amnesty Program.

Village Board Agenda Memorandum

To: Mayor & Village Board
From: Chief Kevin W. Shaughnessy
Subject: **Immobilization of Vehicles (11.04.130)**

Date: November 18, 2013

BACKGROUND/HISTORY

The proposed ordinance modifies the Village's current and existing authorization to either tow or immobilize vehicles that are subject to parking and other violations that are outstanding and unpaid. The proposed ordinance reduces the number of needed violations before a vehicle can be towed or immobilized to three outstanding, unpaid violations. Other than the issue discussed above, the proposed process is significantly similar to already existing code provisions.

As a housekeeping matter, this ordinance also removes a repeated and unnecessary provision in the Village code that was duplicative of the already existing code provision.

RECOMMENDATION : Staff recommends passage

ATTACHMENTS (IF APPLICABLE)

Amended Title 11 Ordinance

SPECIFIC VILLAGE BOARD ACTION REQUIRED

The passage of the proposed amended ordinance at the upcoming Village Board Meeting

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Amending Title 11 of the Lemont, Illinois
Municipal Code Relating to the Immobilization of Vehicles**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 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 ___ day of _____, 2013.**

ORDINANCE NO. _____

**An Ordinance Amending Title 11 of the Lemont, Illinois
Municipal Code Relating to the Immobilization of Vehicles**

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

WHEREAS, the Village President and Board of Trustees desire to amend the Village Code of the Village of Lemont relating to the immobilization of vehicles; and

WHEREAS, Section 11-208.3 of the Illinois Vehicle Code (the "Vehicle Code"), 625 ILCS 5/11-208.3, authorizes municipalities to provide by ordinance for a system of administrative adjudication of vehicular standing and parking violations, vehicle compliance violations and automated traffic law violations, as defined in the Vehicle Code; and

WHEREAS, the Vehicle Code further authorizes the Village to provide by ordinance for a program of vehicle immobilization for the purpose of enforcing such vehicular regulations, pursuant to which a vehicle shall be eligible for immobilization when the registered owner of the vehicle has accumulated the number of incomplete traffic education programs or unpaid final determinations of parking, standing, compliance or automated traffic law violation liability as determined by ordinance; and

WHEREAS, Title 11 of the Lemont Illinois Municipal Code (the "Village Code") provides for a system of administrative adjudication of vehicular standing and parking violations, vehicle compliance violations and automated traffic law violations, as authorized by the Vehicle Code; and

WHEREAS, Sections 11.04.130 and 11.04.170 of the Village Code provide for a program of vehicle immobilization for the purpose of enforcing vehicular standing, parking, compliance of automated traffic law regulations, as authorized by the Vehicle Code; and

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Section 11.04.130 of the Village Code in the manner set forth below and remove Section 11.04.170;

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

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

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

SECTION 2: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended in Title 11, Administrative Adjudication of Vehicular Regulation

Violations, by amending Section 11.04.130 in its entirety so that the same shall be read as follows:

11.04.130. – Immobilization, towing and impoundment.

(a) Authority; conditions enumerated. Any motor vehicle upon the public way may be immobilized or towed and impounded if:

(1) The registered owner of the vehicle has accumulated three (3) or more incomplete traffic education programs or unpaid final determinations of parking, standing, compliance, automated speed enforcement system, or automated traffic law violation liability, or both; and

(2) A notice of impending vehicle immobilization is sent to the registered owner of the vehicle stating that:

a. The owner has a right to a hearing to challenge the validity of the notice by disproving liability for the incomplete traffic education programs or unpaid final determinations of parking, standing, compliance, automated speed enforcement system, or automated traffic law violation liability, or both, listed on the notice; and

b. A statement that the motor vehicle is subject to immobilization and/or towing and impoundment if the fines and penalties are not paid within 14 days of the date of the notice; and

c. A statement that the registered owner may contest the validity of the notice by fully completing and signing the request for hearing portion of one notice and by filing the request for hearing with the village within, but not later than, 14 days of the date of the notice.

(3) The registered owner of the vehicle has the right to a hearing within 45 days after a vehicle has been immobilized or subsequently towed; and after such a hearing an order shall be issued pursuant to Section 3-101 of the Code of Civil Procedure (735 ILCS 5/3-101); and

(4) A post immobilization and post-towing notice is sent to the registered owner of the vehicle advising the owner of the right to a hearing to challenge the validity of the impoundment.

(b) Release of impounded vehicle. A vehicle impounded pursuant to this section shall be released to the registered owner thereof, or his agent, upon payment of the fines and penalties due and owing the village as specified in the notice sent in accordance with this chapter and the payment of towing charges and accrued daily impound charges or upon order of the hearing officer following hearing contesting the validity of the impoundment.

(c) Hearings. All hearings conducted pursuant to this Section shall be held before the Village's hearing officer as defined in Section 4.04.060 of the village code.

SECTION 3: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended in Title 11, Administrative Adjudication of Vehicular Regulation Violations, by removing Section 11.04.170 in its entirety.

SECTION 4: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended in Title 11, Administrative Adjudication of Vehicular Regulation Violations, by amending Section 11.04.180 with deletions shown in strike through text and additions shown in underlined text, so that the same shall be read as follows:

11.04.~~170~~180. - Impact on other administrative adjudication systems.

This chapter shall not affect the validity of systems of administrative adjudication authorized by state law and adopted by the village.

SECTION 5: The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: 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 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: **Discussion of FY 2014-15 Capital Improvement and Operating Budget Calendar**

Date: November 15, 2013

BACKGROUND/HISTORY

Staff would like to set the budget calendar for both the 5 year Capital Improvement Plan and Operational Budget for the Fiscal Year beginning May 1, 2014. There will be a few changes in the process that will require more work for directors, administration and the Board earlier on and throughout the process. As a result, we believe there will be a better finished product as a result of the changes and additional steps to the process. Some of the changes include:

1. Staff recommends separating the capital discussions with the operating budget meetings. The capital process will begin and finish first to obtain authorization and begin the process of getting the projects out to bid. However, the liability will not hit until May when the new fiscal year begins.
2. The Capital Improvement Plan (CIP) process will be a more formalized multi-year Capital Improvement Plan more of a teamwork approach with all department directors, and will be adopted as more of a formal CIP Plan that will be included as part of the entire budget.
3. We recommend having 2 Budget Committee of the Whole meetings in February. The 1st COW would be devoted to financial trend analysis and beginning the discussion of capital items. The 2nd COW would allow finalization of the capital discussion and then get into operational budget discussion items. The meetings would occur after the regularly scheduled VB meetings on Feb 10th and 24th. We would try to keep these COWs devoted to budget (although we could add other items as well if needed)
4. We recommend moving the March Budget COW (full budget in draft form for the board to review and offer any final comments) to after the regularly scheduled Board Meeting on March 10th. This will give the Finance Committee more time to make final changes before the budget is presented to the Board for approval.
5. The budget will be setup in accordance with GFOA standards so we may apply for and receive the annual budget award through GFOA.

RECOMMENDED DRAFT BUDGET CALENDAR

Capital Improvement Plan Process:

11/4/13	Dept Kick-Off CIP Process, handing out sheets for them to fill out
12/16/13	Dept submit CIP Sheets to Finance
Week of 1/6/14	Staff/Finance/Engineering Meetings to Discuss submitted Sheets/Requests
Week of 1/20/14	Finance Committee Meetings (Finance Committee and Liaisons)
2/10/14	COW Meeting – Capital Discussion (Along with Financial Trend Analysis)
2/24/14	COW Meeting – Finalize Capital Discussion and begin operational budget
3/10/14	Adopt Resolution at VB meeting authorizing projects and funding sources

Operational Budget:

12/9/13	Department Kickoff – Info given to directors to begin budget
Week of 1/6/14	Department Submit Budget to Finance
Week of 1/13/14	Department meetings with Admin/Finance
Week of 2/10/14	Finance Committee Meetings with Departments
2/10/14	COW Meeting – Financial Condition Trend Discussion and Capital
2/24/14	COW Meeting – Finalize Capital and begin Operational Budget Discussion
3/10/14	COW Meeting – Presentation of Full Budget
3/24/14	Public Hearing on Budget at VB Meeting
4/14/14	Pass Budget Ordinance

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

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

Date: November 15, 2013

BACKGROUND/HISTORY

In conjunction with our strategic workforce development plan and personnel initiatives, we are in the process of making improvements and adding required updates to the Employee Personnel Manual, last updated December, 2011.

DISCUSSION

Attached is a copy of the Draft personnel manual with recommended changes highlighted in yellow and red. The attorney is in his final review phase and may have a couple of additional sections based on mandatory legal language. Given the size of the manual, we wanted to get the draft document to you now so you have enough time to review before the December meeting.

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

ARTICLE III - EMPLOYMENT CLASSIFICATION AND SALARY ADMINISTRATION

3.7 Performance Evaluations will take place annually on employee anniversary date. Annual increases will also now be effective on an employee's anniversary date and not May 1st as in the past.

ARTICLE V - EMPLOYEE BENEFITS

5.4 Vacation Leave; proration Employees hired after January 1, 2014 will have a different earning schedule than those hired prior to January 1, 2014. Previously employees earned twenty (20) working days upon reaching their tenth (10th) year of employment, twenty-five (25) days of vacation upon reaching their fifteenth (15th) year of employment and thirty (30) days upon reaching tier twentieth (20th) year of employment. Going forward, employees hired on or after January 1, 2014 will earn twenty (20) working days upon reaching their tenth (10th) year of employment and twenty-five (25) days of vacation upon reaching their twenty-fifth (25th) year of employment.

5.5 Sick time buy out will not be available to employees hired after January 1, 2012.

5.9 Jury Leave; employees may now keep the jury and mileage pay received when attending jury duty. The employee however, must show proof of attendance (i.e. copy of the check).

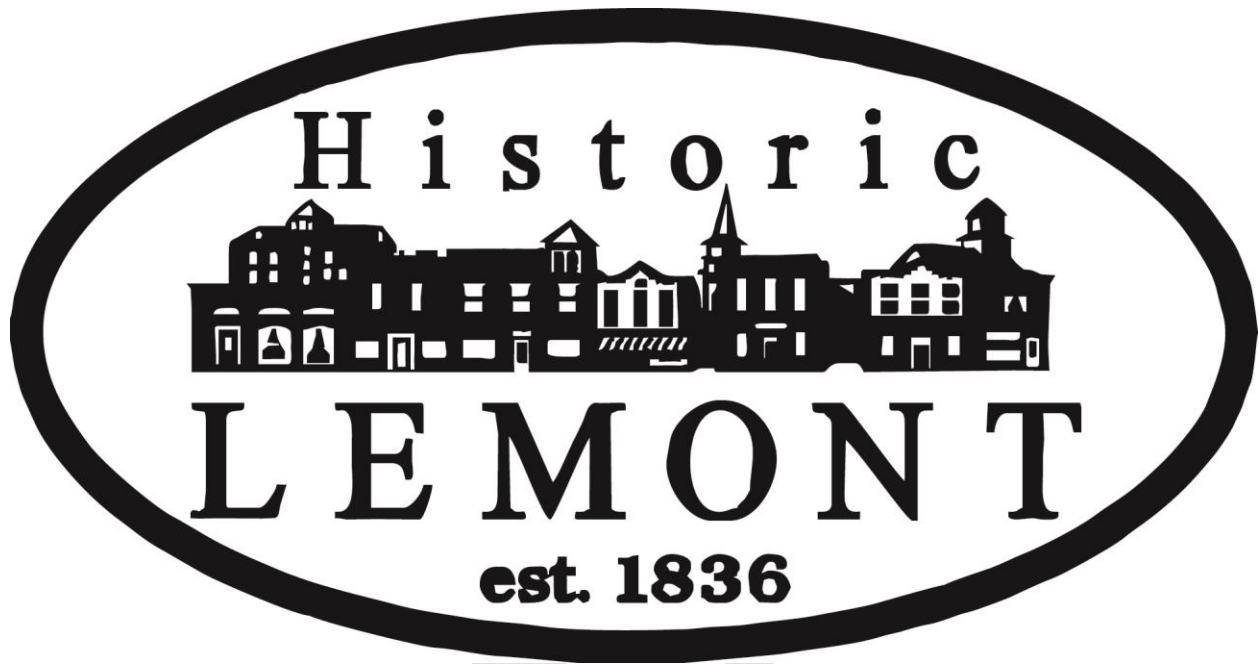
5.10 Bereavement Leave; in addition to the employee receiving up to 5 days off due to the death of an immediate family member, an employee may use up to 1 paid sick day for the death of other close relatives.

5.16 Training and Development – new section addresses specifics about attending training specifically that a Travel Request Form will be required prior to attending training and a written summary of the training will need to be submitted to the employees supervisor upon return of training. This form is now in the Appendix.

5.17 Conference Attendance – new section much like the training section, employees are required to submit a travel expense form prior to attendance. Criteria for attendance are outlined in this section.

RECOMMENDATION

After Attorney final review is complete, approve the updated Personnel Manual in December 2013 for a January 1, 2014 effective date.



VILLAGE OF LEMONT

PERSONNEL POLICY MANUAL

REVISED 01/01/2014

DRAFT

Vision Statement:

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

Mission Statement:

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

Insert: Welcome Letter from the Mayor to all employees.

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ARTICLE I - INTRODUCTION

DISCLAIMER

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

1.1 Application and Administration

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

1.1.1 Precedence of Board of Fire and Police Commissioners

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

1.1.2 Precedence of Collective Bargaining Agreement

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

1.1.3 Administration of Manual by Village Administrator

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

1.1.4 Manual Does Not Create Contract of Employment or Tenure Rights

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

1.2 Ethics Policy

~~Various laws regulate the conduct of Village employees including Illinois Public Act (5ILCS 430"State Officials and Employee Ethics Act") and Village Ordinance 0-8-04. Employees are expected to exercise ethical conduct and behaviors as outline in these laws and theas outlined polices in this Personnel Manual, as well as pursuant to Federal, State and local laws, including the Illinois State Officials and Employees Ethics Act.~~

1.2.1 Code of Conduct

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

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

- Activities prohibited by State and Federal statutes or Village Ordinances.
- Failure to meet prescribed standards of work.

- Excessive absenteeism or tardiness.
- Threatening, intimidating or coercing another employee or the public.
- Violations of the workplace harassment policy, sexual harassment policy and/or workplace violence policy and/or any other policy pertaining to the conduct of a Village employee.
- Willful destruction or damage to Village property or the property of a fellow employee.
- Dishonesty, including falsification of Village records.
- Insubordination or refusal to follow a direct lawful order.
- Sleeping during work hours or leaving work without permission.
- Theft or unauthorized possession of Village property, the property of a fellow employee or resident's property.
- Acceptance of any consideration from a third party intended to inappropriately influence the employee in the performance of his or her duties.
- Use of official position for personal advantage.
- Intoxication during working hours, including bringing intoxicating beverages, illegal marijuana drugs or other illegal substances on Village property; the consuming of the same on Village property or any other violation of the Village's Substance Abuse Policy.
- Violation of Village safety rules.
- Being found guilty of a crime that brings discredit to the Village or hinders the employee's ability to perform in job capacity.
- Discussion of confidential Village business with unauthorized persons.
- Misuse or illegal use of Village telephones, computer privileges or equipment.
- Refusal to cooperate in an officially sanctioned investigation.
- Violation of the Village's policies and procedures set forth in this Personnel Policies and Procedures Manual.

1.3 Coverage of Personnel Policy Manual Provisions

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

The terms and conditions of employment for patrol officers and sergeants are set forth in the Collective Bargaining Agreement (Agreement) executed between the Village of Lemont and Metropolitan Alliance of Police Lemont Chapters #33 and #39 as it may be in effect and as it may be amended from time to time. To the extent any subject covered in the manual is addressed in the Collective Bargaining Agreement, the Agreement shall govern and provide the sole source for the terms and conditions of employment for affected patrol officers. All other provisions

within this manual which are not inconsistent with the Agreement will apply to patrol officers and sergeants unless otherwise noted.

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

On occasion, the Village Board may choose to enter into an employment agreement with an employee or a labor agreement with a class of employees. If any provision(s) of such agreement shall conflict with this Personnel Policy Manual, the provision(s) of the agreement shall govern. (Amended 2/28/94, Res. 302)

1.4 Adoption of Rules

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

1.5 Administration of Manual

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

1.6 General Management Rights

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

- A. The right to establish the mission, policies, standards of service and annual operating budget of the Village.

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

1.7 Management Structure

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

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

ARTICLE II - EMPLOYMENT PRACTICES

2.1 Administration

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

2.2 Recruitment

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

When possible, attempts will be made to fill vacancies through the promotion of current employees. Job openings will also be posted internally and on the intranet.

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

2.3 Application for Employment

All individuals seeking employment will be required to complete and submit a standard application form which will be provided by the Village. Such applications shall be directed to the Village Administrator's office. All employment applications received from qualified candidates will be maintained on file for a period of six (6) months.

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

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

2.4 Applicant Testing

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

2.5 Selection of Personnel

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

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

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

2.6 Employment Status

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

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

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

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

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

2.7 Promotions

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

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

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

2.8 Appointment to "Acting" Status

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

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

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

2.9 Lateral Transfers

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

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

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

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

2.10 Demotions

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

2.11 Reductions in Personnel

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

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

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

2.12 Recall From Layoff

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

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

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

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

2.13 Reappointment

Any employee who voluntarily resigns in good standing may be eligible for reappointment at a future time, provided an opening exists and the candidate is qualified for the position. The reappointed employee shall be considered a new hire. An employee who resigns and is later re-hired shall not be credited with any sick leave, personal days or seniority accrued prior to resignation.

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

2.14 Citizenship

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

2.15 Residency

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

2.16 Hiring of Relatives

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

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

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

The applicable relationships covered under this section are listed as follows: mother, father, brother, sister, grandmother, grandfather, son, daughter, spouse **(including same sex spouses if legally recognized under Illinois law)**, **civil partner (as defined under the Illinois Religious Freedom Protection and Civil Union Act)**,

mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law and the **parents, siblings and children of civil partner.**

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

2.17 Equal Employment Opportunity

It is the policy of the Village of Lemont to afford equal employment opportunities regardless of race, religion, color, national origin or sex, sexual orientation (which includes actual or perceived heterosexuality, homosexuality, bisexuality or gender-related identity whether or not associated with that person's designated sex at birth), genetic information, marital status (including status as a same-sex marriage), status as a party to a civil union as defined under the Illinois Religious Freedom Protection and Civil Union Act (hereinafter referred to as "Civil Partner), age, physical disability, political affiliation, or national origin (except where a bona fide occupational qualification exists). ~~Furthermore, the Village will strictly adhere to all applicable local, state and federal laws including, but not limited to, age, marital status, civil partner status, veterans, disability, handicap discrimination and genetic information.~~ **parents, siblings and children of civil partner.** This policy applies to all aspects of employment.

2.18 Discrimination and Harassment

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

A. Prohibited Conduct

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

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

Epithets, slurs, negative stereotyping, or intimidating acts that are based

on a person's protected status; and

Written or graphic material circulated, available on the Village's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status.

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

B. Sexual Harassment

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

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

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

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

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

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

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

C. Employee Responsibility

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

D. Complaints of Harassment

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

E. Village Response

All reports describing conduct that is inconsistent with this policy will be investigated promptly. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Village might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

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

action is reasonable and appropriate under the circumstances.

F. State and Federal Remedies

Consistent with this policy against workplace harassment, the Village maintains posters on bulletin boards that refer to legal definitions of harassment. These posters identify governmental agencies to contact on how and when to file administrative claims. Using the Village complaint process does not prohibit an employee from filing a claim with a state governmental agency or with a federal agency such as the EEOC. ~~The time period for an EEOC filing is 180 or 300 days (180 calendar days from the day the discrimination took place. The 180 calendar day filing deadline is extended to 300 calendar days if a state or local agency enforces a law that prohibits employment discrimination on the same basis) from the harassment. The time period for filing a claim continues to run during a Village investigation. Our policy provides for immediate notice of problems to the Village officials listed above, so that we may address and resolve any problems without waiting for any legal proceedings to run their course. You should consult an attorney if you have any additional questions regarding a potential EEOC claim.~~

G. Policy against Retaliation

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

H. Confidentiality

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

I. Training on Policy

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

J. Acceptance of Policy

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

concerning this policy, then please contact your supervisor or the **HR Generalist**.

2.19 Medical Examination and Substance Abuse Screening

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

A. Post-Offer Medical Examination

1. Conditional Job Offer:

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

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

2. Record Keeping.

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

B. Pre-Employment Drug Screening

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

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

2.20 Probationary Employee

Upon hiring, the immediate supervisor will be required to observe and evaluate the skill, ability, knowledge, attitude, work habits and any other

pertinent characteristics of the employee. The supervisor shall conduct an on-going evaluation during the probationary period noting any deficiencies or problems. The probationary period for non-sworn personnel shall be one (1) year. The probationary period for sworn personnel shall be in accordance with rules and regulations established by the Board of Fire and Police Commissioners.

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

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

2.21 Personnel Records

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

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

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

2.22 Drug and Alcohol Free Workplace Policy

It is the policy of the Village of Lemont that all employees and contractors shall be free from drugs and alcohol. All employees and contractors shall be prohibited from: the unlawful manufacture, distribution, dispensing,

possession, use, or being under the influence of a controlled substance while on Village premises or while performing work for the Village.

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

- Not legally obtainable;
- being used in a manner different than prescribed;
- Legally obtainable, but has not been legally obtained.

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

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

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

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

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

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

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

Should the Village be a current participant in a federal program in which the Village is the prime grantee and a direct receiver of federal funds, the

Village shall notify the appropriate federal agency from which the Village receives grant monies of any employee or contractor conviction within ten (10) days after receiving notice of the conviction.

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

2.23 Drug & Alcohol Abuse Policy

A. Purpose

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

B. Definitions

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

The term "safety-sensitive function" includes:

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

attendance upon a disabled vehicle. (49 CFR 395.2)

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

C. Use Prohibited

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

1. The Village will maintain a pre-employment screening program designed to prevent hiring anyone who uses any illegal drugs, or engages in prohibited alcohol-related conduct.
2. No driver shall consume a Schedule 1 drug of the Schedule of Controlled Substance of the Drug Enforcement Administration or any amphetamines, narcotics, opiates, hallucinogenic substances, depressants, stimulants, cannabis (THC) or any other habit forming drug while on or off duty, except as provided in Section C.4.
3. No driver shall report for work or drive while impaired by any drug, controlled substance, or with an alcohol breath concentration of .02 or greater.
4. A driver may use a substance administered by or under the direction of a physician who has advised the driver that the substance will not affect the driver's ability to safely operate a motor vehicle.
5. No driver may operate any motor vehicle whose motor

senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected or has consumed any alcohol within 4 hours.

6. Any driver who sells or otherwise dispenses illegal drugs or alcohol to others on Village premises, in or from a Village owned or leased motor vehicle is subject to immediate termination.
7. Employees shall not be on duty or operate a commercial motor vehicle while the driver possesses alcohol (this includes medicines containing alcohol unless the packaging seal is unbroken) except as provided in C.4.
8. Employees are prohibited from using alcohol while performing safety-sensitive functions.
9. When the employee is required to take a post-accident alcohol test, the employee shall not use alcohol within 8 hours after the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
10. An employee shall not refuse to submit to a required alcohol or controlled substance test.
11. An employee shall not report for duty, remain on duty or perform safety-sensitive functions if the employee tests positive for controlled substance.

D. Drug Testing

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

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

evaluation to the Village which will make a conclusion. While this process is being accomplished, the driver shall be placed out of service.

E. Alcohol Testing

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

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

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

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

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

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

While this process is being accomplished the driver shall be placed out of service.

F. Types of Testing

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

Administrator and Public Works Director within 48 hours of the observation.

4. **Random Testing:**

(a) The MRO will randomly select 50% of all employees covered by this policy for drug testing and 25% for breath alcohol testing per the requirements of 49 CFR Part 40 and section 382.

(b) The selected employee will not be informed of the need to be tested until just prior to the test. Upon notice that they are to be tested, the employee shall proceed to the testing site.

(c) All test results will be placed into the driver's qualification file.

5. **Post Accident Testing:**

(a) The Village will require post-accident urine drug and breath alcohol testing of all employees covered by this policy as required by 49 CFR Part 40 and section 382.303.

(b) Post accident urine drug and breath alcohol testing will be required of those drivers who are involved in an accident if the driver receives a citation for a moving traffic violation arising from the accident, or if there is any injury or fatality resulting from the accident.

(c) The post accident urine drug test shall be conducted as soon as possible but no later than 32 hours after the reportable or fatal accident. The breath alcohol test shall be administered within 2 hours after the accident, but in no event later than 8 hours after the accident. After an accident a driver shall not consume any alcohol for at least 8 hours or until a breath alcohol test has been administered.

(d) A driver who is seriously injured and cannot provide a urine specimen or a breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining medical records and reports that will indicate if a controlled substance or alcohol was in the driver's system and the level present.

(e) Failure of the driver to be readily available or

refusal to give a urine sample or a breath alcohol test when the driver has been involved in a fatal accident, or receives a citation for a moving violation, except for a driver who meets the conditions of section (F) above, shall be considered a refusal to take a test and a positive result. This includes return to duty and follow-up testing as required.

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

G. Drug Test Results

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

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

H. Alcohol Test Results

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

I. Assistance Program

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

From time to time the Village will provide in-house training on substance

abuse and alcohol use.

J. Records

1. The Village will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use laws in the workplace.
2. Record Keeping: all records will be retained as listed in 49 CFR Section 382.401.
3. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of drugs or alcohol, and test results.
4. Records shall be made available to a subsequent employer upon receipt of a written request from a driver.
5. Every driver upon termination is required to permit in writing the release of their urine drug and breathe alcohol test results for at least 2 years to any future employer. The Village is required upon the receipt of a written request of a driver to provide copies of his or her urine drug and breathe alcohol test results promptly to any other possible employer at no charge.
6. The Village may disclose information required to be maintained under this policy on a driver, to a decision made in a law suit, grievance, or other procedure initiated by or on behalf of that driver and arising from the results of an alcohol or controlled substance test required by this policy, or from the Village's determination that the driver engaged in conduct prohibited by this policy. (Including but not limited to worker's compensation, unemployment compensation, or other proceedings related to benefits sought by the driver.)

K. Disciplinary Action

1. An employee who violates these regulations shall be immediately removed from performance of any safety-sensitive function and shall be subject to disciplinary action which may include suspension or termination.

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

2.24 Americans with Disabilities Act

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

1. Definitions

a. The term “**disability**” means, with respect to an individual (A) a physical or mental impairment that substantially limits one or more major life activities of such individual; (B) a record of such an impairment; or (C) being regarded as having such an impairment (as described in

paragraph (f).

b. **Physical or Mental Impairment** is defined as any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of several body systems, or any mental or psychological disorder. Some examples are asthma, tuberculosis, AIDS, cancer, diabetes, bipolar disorder and smoke sensitivity. Excluded are cultural or economic disadvantages such as poverty and lack of education; or traits such as poor judgment or a quick temper; and physical characteristics such as hair, eye color, obesity or pregnancy.

c. The term “**substantially limits**” shall be interpreted consistently with the findings and purposes of the ADA. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

- i. medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
- ii. use of assistive technology;
- iii. reasonable accommodations or auxiliary aids or services; or
- iv. learned behavioral or adaptive neurological modifications.

d. **Major Life Activities** include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions..

e. **Having a Record of Such Impairment** is a protection for individuals who have a history of, or have been misclassified as having a physical, mental or emotional illness.

f. An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under the ADA because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity..

g. **Essential Job Functions** are fundamental duties of a job that a person with a disability holds or desires. The determination as to whether a job function is essential includes, among others, such considerations as whether the reason the job exists is to perform the function; how many employees are available to perform the function;

whether the function is highly specialized and requires the particular expertise of the incumbent; the amount of time spent performing the function; the consequences of not requiring the incumbent to perform the function; the work experience of current or former employees.

3. Scope – The non-discrimination rule established by the ADA covers all applicants and employees who are qualified individuals with a known disability.

4. Application

a. Who is covered – The Village will not discriminate against a qualified individual with a disability because of the disability, in regard to job application procedures, hiring, advancement or discharge of employees, employee compensation, benefits, job training, and other terms, conditions and privileges of employment. A qualified individual with a disability is one who can satisfy the prerequisites of the job by having the special skills, experience, education, licenses, and the like, and who can perform the essential job functions with or without reasonable accommodation.

b. Employment decisions – Employment decisions will be based on job-related criteria only; however, employees will be expected to adhere to normal attendance and production requirements.

c. Requests for accommodation – Upon request by the employee or applicant, the Village will make reasonable accommodations to enable a qualified person with a known disability to perform one or more of the essential job functions. Department heads or supervisors should notify the Village Manager of any requests received from employees for accommodation. **However, no supervisory employee shall ask a subordinate whether he or she has some disability requiring accommodation.**

d. Complaint procedure – All questions or complaints regarding non-compliance with the ADA shall be referred to the Village Manager. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

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

Within 15 calendar days after receipt of the complaint, the Village Manager or designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Village Manager or designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large

print, Braille, or audio tape. The response will explain the position of the Village and offer options for substantive resolution of the complaint.

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

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ARTICLE III - EMPLOYMENT CLASSIFICATION AND SALARY ADMINISTRATION

3.1 Administration

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

3.2 Classification of Positions

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

3.3 Classification Plan

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

3.4 Pay Ranges

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

3.5 Entry Rate of Pay

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

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

3.6 Salary Adjustments

Periodic salary adjustments shall be available to all **new** employees at the

6-month anniversary date, one year anniversary date, ~~and May 1,~~ and each anniversary date thereafter subject to the rules of the Pay Plan (Appendix A). The salary to be paid shall be determined through an evaluation completed by the Department Director and immediate supervisor of each employee's performance and recommendation on pay in accordance with the Village's pay plan. Employees at the top of their range will continue to receive evaluation not less than annually, on their anniversary date. Patrol officers and Sergeants shall receive salary adjustments in accordance with the terms of the collective bargaining agreement.

3.7 Performance Evaluation

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

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

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

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

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

Probationary Review

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

ARTICLE IV - HOURS OF WORK

4.1 Hours of Work

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

A. Administration Office - Personnel

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

B. Public Works

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

C. Police

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

D. Managerial

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

4.2 Meal Periods

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

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

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

Exempt employees are encouraged to take meal periods as their schedules allow. Neither the use nor the omission of the meal period shall have any impact on their pay.

4.3 Overtime

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

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

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

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

4.4 Employees Not Eligible for Overtime

The following positions are exempt from receiving overtime compensation:

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

4.5 Emergency Call Outs

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

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

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

4.6 Overtime Exception

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

4.7 Compensatory Time

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

Compensatory time shall be accrued at one and one-half times the hours worked over 40 hours and time off shall be subject to approval of the Department Director or their designee. Accrued compensatory time shall, if practical, be used within the calendar year in which it was accrued. An employee shall not be permitted to accrue more than one hundred sixty-eight (168) hours of compensatory time in a calendar year. Nothing shall prohibit the Village from substituting cash, in whole or in part, for compensatory time off, and overtime payment in cash does not affect

~~subsequent granting of compensatory time in future work weeks or work periods.~~ The Village shall have the right, in its sole discretion, to pay the employee overtime in lieu of compensatory time.

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

The Department Director may request that the employee exhaust any earned yet unused compensatory time in an instance where, in the opinion of the Department Director, the efficient operation of the Department and the Village would be served.

4.8 Submittal of Time Sheets

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

All time sheets or other pay-related documents must be received by the Finance Department no later than noon on Monday of the week in which the payroll is prepared.

ARTICLE V - EMPLOYEE BENEFITS

5.1 Coverage of Benefit Provisions

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

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

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

5.2 Holidays

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

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

A. Application

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

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

To receive compensation for holiday pay, an employee must work the day

before and day after a holiday unless on paid leave authorized by the Department Director. An employee absent due to illness will also be eligible if properly documented and approved by the Department Director.

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

5.3 Personal Holidays

A maximum of three (3) personal holidays equal to their daily hours will be provided to all full-time and eligible part-time regularly scheduled-twenty (20) hours or more employees during each calendar year. Personal days shall be taken at the discretion of the employee, provided that the scheduled date is approved by the Department Director. Employees shall make every effort request a personal holiday at least four (4) days in advance.

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

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

5.4 Vacation Leave

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

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

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

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

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

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

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

The amount of vacation leave increases beginning on the date of anniversary of the 5th, 10th, 15th or 20th year of service, with the

additional hours prorated and posted on the May 1st prior to the employee anniversary. leave to be taken during the current year of employment.

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

Vacation time should be taken during the fiscal year earned. If a vacation balance of greater than ten (10) days exists as of April 30, it will be considered forfeited. If an employee resigns or is terminated from employment with the Village and the employee has accrued vacation time, the amount of unused vacation time will be reimbursed on the final paycheck at the employee's regular rate of pay. Eligible employees who utilize vacation and subsequently leave the employ of the Village shall be required to reimburse the Village for the pro rata share of used but unearned vacation (e.g. an employee (appointed in May) utilizing 80 hours of vacation in October and departing on October 31 shall be responsible for reimbursing the Village for 40 hours of vacation time used).

Excluding employees hired by the Village on or after January 1, 2012, if an employee retires from Village employment, the employee may elect to be paid the full value of accrued but unused vacation time remaining to the employee at the employee's regular rate of pay at the time of retirement.

5.5 Sick Leave

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

Sick leave may be used only for illness for employee, or for the care of an ill or injured member of the employee's immediate family, which is defined as spouse, civil partner, child or parent/guardian. For family

illness or injury, employees are to provide for other care as soon as practical. Such use of sick leave shall be only on an emergency or temporary basis.

~~New employees shall not be eligible for paid sick leave until thirty (30) days from the date of hire.~~ Sick leave will be taken in increments of not less than one (1) hour. The sick leave bank may accumulate to a maximum of eighteen hundred hours (1,800).

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

The use of sick leave is intended only for legitimate reasons as outlined in this section. Any abuse of the sick leave policy shall result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of sick leave shall include, but not be limited to the following actions: failure to notify supervisor of absence or condition; failure to provide documentation as required; continued pattern of absences subsequent to or following regularly scheduled off-days; or continued pattern of vacation days. **In the event of suspected abuse, employees using three (3) days or less of sick leave may be required to submit a statement from a physician verifying the illness and fitness to return to duty.** In addition, paid sick leave will not be granted to any employee during the last two (2) weeks of employment unless verification is received from a physician that the employee was physically unable to work.

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

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

5.55 Paid Leave Donation Policy

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

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

Represented personnel shall be eligible to participate provided their bargaining agent has provided the Village with written acceptance of the terms, which acceptance may be withdrawn at any time. Provided, any such withdrawal shall not affect time donated or received prior to the date of withdrawal. There is no limitation between the exchange of donated and received paid leave time between authorized represented employees and non-represented employees.

A. Definitions

1. **“Paid leave designated donation”** means a voluntary transfer by an eligible donor employee of accumulated sick, vacation and/or personal leave to a designated eligible recipient employee pursuant to the terms and conditions contained in the policy set forth herein. Donation shall be effective upon the date the offer of donation is received by the Village.
2. **“Eligible donor employee”** means a permanent full-time, employee who has been employed by the Village for a period of **one (1) year** or more who voluntarily elects to donate accumulated sick, vacation and/or personal leave to an eligible recipient

employee. An employee who wishes to donate said leave must have a minimum of ten (10) days of accumulated sick leave and five (5) days of accrued vacation leave remaining in his or her employee benefits account after the amount donated is deducted therefrom.

3. “**Catastrophic illness or injury**” means a temporary disability or incapacity injury to the employee or a member of the employee’s immediate family resulting from a life threatening illness or injury of other catastrophic proportion as determined by the Village Administrator. Factors considered in determining whether the employee is covered under this Policy shall include, but are not limited to the length of time the employee must be absent from work due to illness or injury. “**Hospital**” or “**Institution**” means a facility licensed to provide care and treatment for the condition causing the (employee’s) absence from work.

4. “**Covered monthly earnings**” means the employee’s basic monthly salary in that amount received on the day just before the date of leave. Covered monthly earnings does not include commissions, overtime pay, bonuses, raises or any other special compensation not received as covered monthly earnings.

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

B. Participation

Eligible donor employees may designate accrued sick, personal and/or vacation leave, or any combination thereof, to be donated to a recipient who has been determined eligible to receive the same prior to the time of the donation. An employee who wishes to donate leave must complete a donation form indicating the amount and type of leave to be donated and submit the form to the Village Administrator. Anyone wishing to donate leave may donate up to four (4) weeks total of annual leave during a given fiscal year. This leave may be comprised of sick, vacation or personal leave or any combination thereof.

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

eligibility criteria below, and submit the form to the Village Administrator.

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

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

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

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

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

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

- a. Date when the serious medical condition began;
- b. Anticipated duration of treatment and/or hospitalization and recovery;
- c. Appropriate medical facts regarding the medical condition to determine whether it prohibits the

- employee from performing the essential functions of his or her job;
- d. Employees anticipated date of return to work.

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

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

7. **Non-Transferable/Personal Use Only:** Any donated paid leave used by a participating recipient employee shall be only for the personal catastrophic illness or injury of the employee and may not be transferred to another employee or used for any other purpose without prior express, written approval from the Village Administrator.

8. **Authority-Wide Program:** The Village shall establish a single paid leave designated donation program for the benefit of all eligible employees, regardless of the location at which a participating employee renders services to the Village. No individual employee(s) or department(s) may institute a separate donated paid leave program or policy of its own, either in addition to or in place of this policy without the prior express, written approval of the Village Administrator.

9. **Relationship to the Illinois Workers' Compensation Act:** Injuries and illnesses that are compensable under the Illinois Workers' Compensation Act, 820 ILCS 305/1 et seq., or Illinois Workers' Occupational Disease Act, 820 ILCS 310/1 et seq., shall not be eligible for sick leave bank use.

10. **Irrevocable Donation:** Once the required donation form has been completed by the donor and submitted to the Village Administrator, it is irrevocable.

11. **Reciprocity with Other Government Employers:** Participating employees who were employed by another government agency, instrumentality, or political subdivision, whether federal, state or local, that also maintained a paid leave designated donation program for its employees may not be permitted to transfer any benefits received pursuant to participation in that program to the Village's program.

C. Pay/Benefits

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

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

D. Involuntary Termination of Participation

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

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

5.6 Voluntary Leave of Absence

An unpaid leave of absence may be requested by employees with more than one (1) year of continuous service. Requests for leave must not exceed six (6) months. Requests for leave shall be made in writing to the

Department Director along with an explanation of the reason for the request. Unpaid leaves may be granted with the approval of the Village Administrator. Unpaid leaves of absence for sworn personnel shall be subject to State statutes.

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

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

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

Upon expiration of a leave of absence greater than one (1) month, the Village Administrator shall attempt to reinstate the employee to his/her former position or one that is similar, depending upon qualifications. If no position is available upon expiration of the leave of absence, the employee may be considered for future openings depending upon qualifications.

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

5.6.1 Family and Medical Leave

A. Leave Eligibility

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

B. Leave Description

Eligible employees may use unpaid family and medical leave, guaranteed

by the Federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, calculated on a rolling calendar basis.

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

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

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4 above, with certain limitations provided by law. Within 15 calendar days after the Village Administrator makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4 above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request. In the event the reason for leave taken is 4 above, that made the employee unable to perform the employee's job, the employee shall obtain and present certification from the employee's health care provider that the employee is able to resume work. The cost of the certification shall be borne by the employee and the employee is not entitled to be paid for the time or travel costs spent in acquiring the certification. Said certification will not be required when the employee takes intermittent leave as described above. If both spouses or **civil partners** are employed by the Village, they may together take only 12 weeks for family and medical leaves when the reason for the leave is 1 or 2 above, or to care for a sick parent.

The Village neither request nor requires genetic information of an individual or family member of the individual and the employee need not

provide any genetic information when submitting the health-care providers certificate.

C. Notice

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

D. Continuation of Health Benefits

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

E. Return to Work

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

F. Implementing Procedures

The Village Administrator shall develop procedures to implement this policy consistent with the federal Family and Medical Leave Act. (Family and Medical leave Act, 29 U.S.C. Section 2601 *et seq.*, 29 C.F.R. Part 825)

5.7 Short-Term Disability

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

and/or insurance policy in force. Any short-term disability/medical leave shall be documented with a written medical statement. Approval of short-term disability/medical leave status shall be the role of the Village Administrator.

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

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

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

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

5.8 Military Leave

Any full-time employee who is a member of the reserve components of the United States Armed Forces, the National Guard, or the Naval Militia will be allowed leave of absence, with pay as outlined in (a) and (b) below; during any calendar year without loss of any accrued leave. Requests for such leave must be made to the Village Administrator and be accompanied by a copy of official orders requiring such training period or notice of mobilization/deployment. Any full-time employee who enters military service shall, upon termination of his active service, be entitled to return to Village employment at a level equivalent to the position held

upon his departure. Any such leave of absence shall not exceed a period of time necessary to complete the period of required active duty. An employee once discharged from active duty, is allowed to request reappointment to employment with the Village based on the number of days on active duty status:

Less than 31 days – Report on the second regular business day following discharge;

30 – 180 days – Report within 14 days;

More than 180 days – Report within 90 days;

Any employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty as a result of an order of the President of the United States, shall for each pay period receive the same regular compensation that (s)he receives or was receiving as an employee at the time mobilized to active military duty, plus any health insurance and other benefits he is or was receiving or accruing at that time, minus the amount of his base pay for military service, for the duration of his active military service. (Per 50 ILCS 140/2)

Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period actively spent in military service, including:

- (1) Basic training;
- (2) Special or advanced training, whether or not within the State, and whether or not voluntary; and
- (3) Annual training.

During these leaves, the employee's seniority and other benefits shall continue to accrue. During leaves for annual training, the employee shall continue to receive his or her regular compensation as a public employee.

During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a public employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities. (Per 5 ILCS 325/0.001 et seq).

5.9 Jury Leave

Jury Leave will be granted to employees called for jury duty as required by statute. **When such leave is granted, employees will receive their full**

compensation. The employee must **provide evidence** of jury duty attendance upon their return to work

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

5.10 Bereavement Leave

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

5.11 Health Insurance

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

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

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

If an employee **provides written documentation** that they **are enrolled** in health insurance from another source and elects to be covered by health insurance that is not provided by the Village, then the Village will pay the employee \$1,500 per fiscal year. **Beginning July 1, 2014, payment will be \$125 monthly made on the second pay period of the month.** Payment will begin once open enrollment period is complete. If an employee is eligible

to return during non-open enrollment period, the employee will be required, at a pro-rated amount to return that amount to the employer. If an employee is eligible to drop coverage during non-open enrollment period, the employer will pay that employee, at a pro-rated amount up to \$1,500; subject to no cost implications to the Village.

5.12 Life and Disability Insurance

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

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

5.13 Retirement Programs

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

A. Illinois Municipal Retirement Fund

I.M.R.F. is a state retirement and disability program for public employees in Illinois. All non-sworn employees **expected** to work 1000 or more hours annually must participate. Both the Village and employee contribute a percentage of earnings to this program. All employee earnings contributed are tax deferred in accordance with applicable State and Federal regulations. **There are different vesting schedules and retirement ages for Tier 1 and Tier 11 (employees hired after January 1, 2011) employees.**

B. Social Security

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

C. Police Pension

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

D. Deferred Compensation

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

E. Other Benefits:

~~1. Savings Bonds:~~

~~Series EE bonds are available for purchase through payroll deductions.~~

2. Credit Union

Employees may participate in the DuPage Credit Union through payroll deduction.

3. Employee Assistance Program

The Village has made arrangements with a counseling agency whereby employees and/or their family members can receive counseling. A family member is defined as a spouse, **Civil Partner**, child or parents. An initial number of counseling sessions will be paid entirely by the Village.

4. Flexible Spending Account

The Village offers a flexible account plan to all full-time employees. The flexible spending account can be used for eligible medical, vision, prescription and certain over the counter drugs and dental expenses that are not reimbursed by health or dental insurance. The plan allows employees to redirect part of their income to a non-taxable status.

AFLAC

LEGAL Shield

5.14 Worker's Compensation

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

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

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

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

Sworn personnel are provided workers compensation benefits per state statute.

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

benefits as specified by statute.

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

5.15 Tuition Reimbursement

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

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

Where a course is directly and immediately related to the employee's work responsibilities and the Village will receive a significant benefit, the employee may qualify for one hundred percent (100%) tuition reimbursement upon satisfactorily completing the course. Reimbursement will be limited to two thousand dollars (\$2,000) per employee per fiscal year, based upon the above criteria. Travel and time spent in the course shall be the responsibility of the employee. All courses subject to tuition reimbursement shall be taken during non-working hours.

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

A. Depletion of Funds

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

B. Qualifications

To qualify for tuition reimbursement, an employee shall:

1. Submit a written request prior to enrolling in the course.
2. Obtain tuition reimbursement approval from the Village Administrator.
3. Successfully complete the course with a grade of “C” or better.
4. Submit to the Finance Department proof of satisfactory course completion and proof of amount spent for tuition.
5. Have been classified as a full-time employee with the Village for a period of at least one (1) year.
6. Sign an agreement or promissory note agreeing to reimburse the Village the amount of the tuition reimbursement if the employee does not remain in the employ of the Village for a period of one (1) year after completion of a course.

C. Termination of Employment

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

5.16 Training and Development

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

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

A. Reimbursement Criteria

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

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

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

5.17 Conference Attendance

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

A. Attendance Criteria

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

B. Compensation and Reimbursement of Expense

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

1. 100% of registration fees.
2. All reasonable expenses for meals as approved by the Village Administrator.
3. Single room accommodations. When available, employees should utilize lodging and rates generally secured by the sponsor of the conference or seminar.
4. Coach fare for air, rail or bus transportation.*
5. Current IRS mileage rate for business use of an automobile.

6. Miscellaneous expenses such as parking, tolls, taxi, car rental, fuel for Village vehicles, etc., if required.

*Note: Transportation to conference will be based on the most economical total cost to the Village of Lemont. Employees are encouraged to seek government discounts when available.

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

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

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

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

5.18 Victims' Economic Security and Safety Act

Employees may, under appropriate circumstances, be entitled to leave under the Illinois Victims' Economic Security and Safety Act (VESSA). An employee should contact the Village Manager for more information.

ARTICLE VI - WORK RULES AND REGULATIONS.

6.1 Work Rules

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

6.2 Work Habits

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

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

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

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

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

6.3 Employee Safety

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

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

6.4 Vehicle Operation

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

6.5 Physical Fitness

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

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

6.6 Reporting of Accidents and Injuries

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

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

If an injury occurs to a Village employee, the Department Director shall be

responsible for the completion and submission of a Form 45 within twenty-four (24) hours.

6.7 Light Duty Policy

If an employee is injured during the course of employment and is unable to perform the required duties of the position, but can perform work of a less strenuous nature, the individual may be considered for a light duty assignment. Light duty will be assigned only if an injured employee is determined to be physically able to perform the required light duty tasks, and provided such light duty assignments are available. Such a light duty assignment shall be at the discretion of the Department Director, subject to the approval of the Village Administrator, and may be made on a day-to-day basis, but shall not exceed ninety (90) working days.

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

6.7 Use or Modification of Village-Owned Equipment or Property

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

6.9 E-Mail and Electronic Communication Policy

A. INTRODUCTION

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

communication tools are being used.

B. APPLICABLE COMMUNICATION TOOLS

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

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

C. USAGE GUIDELINES FOR COMMUNICATION TOOLS

1. Conditions of Access

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

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

2. Acceptable Use

The Village's communications tools may be used to communicate internally with employees of the Village or externally with citizens, consultants, suppliers, vendors and

other business relations and acquaintances. The Village provides electronic communications tools to facilitate business communications, enhance productivity and improve service to our customers. The Internet may be used for appropriate business uses such as, research, updates of business information or news, or for specifically approved projects.

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

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

3. Unacceptable Use

- a) Users should not monopolize the Village's electronic communication tools to the exclusion of others. Accordingly, activities such as sending mass e-mails or e-mails with large attachments that are not business-related, sending chain e-mails, spending excessive amounts of time on the Internet, engaging in online chat groups, printing multiple copies of documents or otherwise creating unnecessary network traffic are not allowed.
- b) Because audio, video and picture files require significant storage space, files of this sort should not be downloaded unless they are business-related.
- c) Use of communication tools such as email or texting when driving Village vehicles and equipment within the right-of-way is prohibited by personnel during routine operation, e.g., non-911 service calls or other deemed non-life threatening responses; by personnel operating CDL required type vehicles; by personnel operating construction or non-licensed type equipment due to

inherent hazards present; and by personnel maintaining, repairing, operating, or any other similar activity involving energized equipment such as, but not limited to, electrical panels, motors, energized circuits, etc. due to being a potential distraction to the user and/or may create an unsafe work environment.

d) In addition to the other restrictions and conditions discussed in this policy, the Village's communications tools shall not be used:

- To engage in activities for personal financial gain (e.g., day trading, gambling);
- To update Facebook, My Space or other social networking sites, unless for Village use
- To solicit others for activities unrelated to Village's business or in connection with political campaigns or lobbying;
- To carry or publish any defamatory, discriminatory or obscene material;
- To infringe, attempt to infringe or aid in any way in the infringement or attempted infringement on another person's or entity's intellectual property rights (e.g., copyrights);
- To violate, attempt to violate or aid in any way in the violation or attempted violation of any applicable telecommunications license or any laws that govern transborder data flow (e.g., laws dealing with data collection, protection, privacy, confidentiality and security);
- To violate, attempt to violate or aid in any way in the violation or attempted violation of any other law.

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

4. Unacceptable Content

The Village's policies prohibiting all forms of harassment,

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

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

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

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

5. Transmitting Confidential Information

Employees also have a responsibility to protect from

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

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

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

- a. Confidential information pertaining to the Village itself or to any of its employees shall not be sent by e-mail without the express authorization of management.
- b. In cases where confidential information may need to be transmitted electronically on a regular basis, the Administration Department should be consulted regarding the availability of encryption software and other means for securing the communication. Note: Only authorized encryption tools may be used in connection with any Village communications tools. All such encryption tools must implement key-recovery or key-escrow techniques to permit the Village to access and recover all encrypted information.
- c. Any employee preparing to transmit information must include the following disclaimer: ***This electronic message and any attached files contain information intended for the exclusive use of the***

individual(s) or entity to whom it is addressed and may contain information that is proprietary, confidential and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient or the employee or agent, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal restriction or sanction and is strictly prohibited. If you have received this communication in error, please notify the sender by return electronic message or telephone, and destroy the original message without making any copies. Unless otherwise stated, any opinions expressed in this electronic message are those of the author and are not endorsed by the Village.

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

7. Etiquette and Village Representation

E-mail and voicemail messages reflect the Village's image. Such messages, therefore, should always be composed in a professional manner that is no different than the manner used to compose letters or memoranda on Village letterhead. Users of the system must keep in mind that electronic files are subject to discovery and may subsequently be used in litigation. Inappropriate use of the Village's facilities may damage the Village's reputation and could give rise to Village and individual liabilities. Accordingly, every effort must be made to be professional in all usage of the Village's communications tools.

D. LIMITS OF PRIVACY

The Village respects the personal privacy of its employees. However, because communications tools are provided for the Village's business purposes, employee privacy rights in this context are extremely limited. *Users of the Village's communications tools should have no expectation that any information transmitted over Village facilities or stored in the Village computers is or will remain private. These systems are owned and/or controlled by the Village and are accessible at all times by the Village without notice for maintenance, upgrades or*

any other business or lawful purposes. Use of passwords to gain access to the computer system or to secure particular files or messages does not imply that users have an expectation of privacy in any material created or received on the computer system. The Village has global passwords that permit it to access all material stored on the system, regardless of whether such material has been password-protected by the user.

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

E. VIRUSES

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

F. REGULATION AND ENFORCEMENT

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

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

the Village's policies and procedures.

6.10 Workplace Search Policy

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

6.11 Driver's License Verification

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

6.12 Mileage Reimbursement

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

6.13 Acceptance of Gifts

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

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

6.14 Losses Involving Personal Property of Employees

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

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

6.15 Retention of Driving Privileges

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

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

6.16 Outside Employment

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

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

6.17 Political Activities and Affiliations within the Village of Lemont

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

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

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

6.18 Dress Code

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

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

6.19 Smoke Free Workplace and Tobacco Use

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

6.20 Preventing and Reporting Workplace Violence

Preventing workplace violence begins with the awareness that violence

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

Workplace violence can include:

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

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

A. Reporting Threats, Suspicions, Concerns

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

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

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

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

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

6.20-21 Sensitive and Non-Public Information Policy

The Village has adopted a Sensitive and Non-Public Information Policy to help protect employees, residents, customers, contractors and the Village of Lemont from damages related to loss or misuse of sensitive

information. Village Employees are required to make every effort to comply with the policy for protection of employees, residents, customers and contractors.

Confidentiality

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

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

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

ARTICLE VII - CORRECTIVE COUNSELING AND GRIEVANCE PROCEDURES

7.1 Employee Corrective Counseling

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

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

7.2 Corrective Counseling Procedures

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

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

If corrective counseling action warrants deviating from progressive steps, the Village may take such necessary action. When deviating from

progressive procedures, the Village personnel should weigh actions in the context of the severity of the offense, previous counseling action, and previous corrective action attempted.

If an employee disagrees with the actions or facts related to any counseling measures taken by management personnel and seeks to appeal such a decision, such employee shall have the right to file a grievance as outlined in Article VII (7.4, 7.5).

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

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

7.3 Corrective Counseling

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

- A. Violation of any rule, regulation or provision of the Personnel Policy Manual, or any other organizational rules and regulations.
- B. Intentional refusal or failure to perform any valid request, instruction or order of a supervisor.
- C. Engaging in conduct unbecoming a public employee.
- D. Usage, possession, or being under the influence of illegal drugs or alcoholic beverages while on duty or on Village property.
- E. Falsification of any document, information, report, or statement.
- F. Willful abuse, neglect or carelessness resulting in damage to public or private property or equipment.
- G. Unsafe, illegal or hazardous operation of equipment or vehicles.
- H. Refusal to submit to a medical exam if requested by the Village Administrator.
- I. Absence without official authorization, or habitual absenteeism or tardiness.

- J. Failure to properly report any accident or personal injury.
- K. Conviction of a felony or other crime involving moral turpitude.
- L. Unauthorized use of Village equipment, property, services or funds.
- M. Failure or inability to adequately meet the minimum work requirements as listed in the employee job description and as established by the department Director.
- N. Failure to address deficiencies noted by supervisory personnel during formal or informal reviews.
- O. Any other act, or failure to act, which may disrupt Village operations, endanger the health or well being of the public or another employee, or bring discredit to the Village of Lemont.

7.4 Employee Grievances and Disciplinary Appeal

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

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

7.5 Grievance Procedure and Disciplinary Appeal

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

Step 1.

The employee shall verbally notify the supervisor or Department Director of the topic of concern within a reasonable time from the date of incident but no later than 30 days after said incident. The supervisor or Department Director provides a response to the employee within ten (10) working days of the employee notification. If the supervisor or

Department Director does not provide a response, or if the response does not satisfy the employee, the employee shall have the option to proceed to Step 2.

Step 2.

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

Step 3.

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

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

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

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

ARTICLE IX - TERMINATION OF EMPLOYMENT

98.1 Resignation

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

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

98.2 Retirement

Any employee seeking to retire shall be subject to the same resignation procedures as outlined in Article IX (9.1).

98.3 Exit Interview

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

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

98.4 Return of Village Property

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

APPENDIX A

PAY PLAN DESCRIPTION AND RULES

VILLAGE OF LEMONT

I. INTRODUCTION.

The pay plan of the Village has been designed to insure consistent and standardized employee salary administration. The day-to-day management and interpretation of the pay plan shall be the responsibility of the Village Administrator. The pay plan and classification system does not include, and shall not apply to any employment position covered as part of a collective bargaining agreement or any temporary employment position with the Village, such as a seasonal position or a paid on call position; or any employment position covered by an employment contract; except to the extent otherwise provided in the employment contract.

II. PAY PLAN CLASSIFICATION SYSTEM

The classification of all jobs will be classified utilizing specific job titles plus an assignment of that job title to a salary range on the salary schedule.

In general, the Village will construct pay ranges measuring 35%-40% in width and 5%-12% between each pay grade, as recommended by the Position and Classification Study completed in 2013 and adopted by the Village Board.

III. PROGRESSION THROUGH PAY PLAN

- A. Employees will normally start at the entry step of the pay range assigned to the job classification. If determined to be in the best interest of the Village, the Village Administrator may start an employee at a step higher than the minimum. Reasons for starting an employee at a pay step above the minimum shall be limited to instances in which the applicant possesses experience above what would be considered entry level, the re-hiring of a previously employed individual or instances in which competition within the labor market warrants such a pay level.
- B. Progression through an employee's pay range will be dependent upon performance evaluations conducted by the Department Director and/or immediate Supervisor. Individual merit raises may range from 0% to 5%, subject to a Village-wide mean as determined by the Village Board.
- C. The maximum merit pay increase within any twelve (12) month period

shall be ten percent (10%). The pay raise for a first year employee will be divided between two separate increases at the 6-month and 1-year anniversary dates.

IV. FREQUENCY OF PAY ADJUSTMENTS.

- A. New employees shall be evaluated and shall be eligible to receive a pay adjustment upon the completion of six (6) months of service, and upon the completion of one (1) year of service.
- B. Merit increases shall be considered annually thereafter on the employee's anniversary date. In the event of a promotion, the promotion date will be used as the new anniversary date.
 - 1. ~~If an employee has less than 1 year 4 months of service as of May 1, that employee shall not be eligible for a merit increase.~~
 - 2. ~~If an employee has at least 1 year 4 months of service, but less than 1 year 9 months of service as of May 1, that employee shall be eligible for a merit increase.~~

~~V. EMPLOYEE PERFORMANCE EVALUATIONS.~~

- ~~A. The Performance Evaluation Program is designed to measure performance as objectively as possible and requires that ratings above or below standard performance be evidenced by relevant documentation. The standards of performance reflect the primary functions the employee performs during the evaluation period(s).~~
- ~~B. Each employee shall meet with the supervisor or Department Director at the end of each review period to discuss openly and in detail the results of his or her performance evaluation. The employee shall have an opportunity to comment in writing on the evaluation form prior to signing it. The evaluation shall be permanently filed in the employee's personnel file.~~
- ~~C. The Village Administrator shall review, process and maintain all employee evaluations, and insure that appropriate documentation is provided regarding the performance of employees.~~
- ~~D. Department Directors and those individuals supervised by the Administrator shall be evaluated by the Village Administrator.~~

VI. AMENDMENTS TO CLASSIFICATION SYSTEM & PAY SCHEDULE.

- A.** All amendments to the pay plan; job classifications, assigned pay ranges, authorized strength, and to the pay schedule shall require adoption of an Ordinance by the Village Board of Trustees.
- B.** From time to time the Village Administrator shall analyze the pay ranges and job classifications of the Village to determine whether revisions are required. Such recommended revisions shall be forwarded to the Village Board for consideration and possible adoption.
- C.** Individuals exempt from overtime are defined as salaried employees. Those employees who are eligible for overtime are defined as hourly-paid employees. The actual hourly rate paid shall be based upon the salary assigned, divided by the number of hours designated for the position.
- D.** In order to maintain its competitiveness, the Village will review and, if necessary, make market adjustments to the pay ranges. Such adjustments may be based upon trends in the economy and labor market. Any such adjustment shall be effective on May 1, and shall apply to all non-represented employees.
- E.** The Village Board may choose to delay the frequency of pay adjustments as indicated in Section VI, B subject to economic conditions which may make such action necessary.

VII. SCHEDULE OF AUTHORIZED POSITIONS AND PAY RANGES.

The following list indicates those authorized positions, pay ranges and approved number of personnel.

POSITION	SALARY RANGE		AUTHORIZED STRENGTH	
	Minimum	Maximum		
<u>ADMINISTRATION</u>				
Village Administrator	Per Contract		1	
Asst. Vil. Administrator	\$72,700	\$96,691	1	
Asst. to the Village Administrator	\$55,929	\$76,064	1	
Executive Assistant	\$43,850	\$59,636	1	
Marketing Coordinator	\$35,440	\$48,198	1	
<u>FINANCE</u>				
Finance Director	\$78,632	\$104,581	0	
Village Treasurer	\$58,726	\$79,867	1	
Account Analyst	\$43,850	\$59,636	1	
Account Assistant	\$33,752	\$45,903	1	
<u>POLICE</u>				
Police Chief	\$85,049	\$113,115	1	
Police Administrator	\$75,608	\$100,559	0	
Police Commander	\$72,700	\$96,691	2	
Police Sergeant	Per Union Contract			
6				
Patrol Officer	Per Union Contract			
2-3				
Community Service Officer	\$32,145	\$43,717	2	
Administrative Assistant	\$35,440	\$48,198	0	
Office Manager	\$43,850	\$59,636		
1				
Police Records Assistant	\$33,752	\$45,903		
2	Police Records Clerk	\$32,145	\$43,717	1
<u>COMMUNITY DEVELOPMENT</u>				
Community Dev. Director	\$78,632	\$104,581	1	
Planner	\$50,762	\$69,036	1	
Administrative Assistant	\$35,440	\$48,198	0	
<u>BUILDING DEPARTMENT</u>				
Building Commissioner	\$64,745	\$88,053	1	
Administrative Assistant	\$35,440	\$48,198	1	

Chief Building Inspector	\$48,345	\$65,749	1
Code Enforcement Officer	\$43,850	\$59,636	1

PUBLIC WORKS

Public Works Director	\$81,778	\$108,764	1
Asst. Public Wks. Director	\$72,700	\$96,691	0
Streets Superintendent	\$72,700	\$96,691	1
Water Superintendent	\$72,700	\$96,691	1
Water Supervisor	\$53,266	\$72,442	0
Operations Supervisor	\$53,266	\$72,442	0
Fleet Manager	\$48,345	\$65,749	1
Mechanic	\$46,043	\$62,618	1
Crew Leader	\$46,043	\$62,618	3
Maintenance Worker I	\$30,614	\$41,635	*
Maintenance Worker II	\$43,850	\$59,636	*
Water Operator	\$46,043	\$62,618	1
Water Billing Supervisor	\$33,752	\$45,903	1
Administrative Assistant	\$35,440	\$48,198	0
Meter Reader/Custodian	\$27,768	\$37,764	0

* 9 combined positions

PART-TIME POSITIONS

ADMINISTRATION

Administrative Intern	\$11.21	\$13.71	0
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POLICE DEPARTMENT

Police Officer	\$ 14.04	\$ 20.54	6
Crime Prevention Officer	\$ 13.20	\$16.34	1
Crossing Guards	\$ 11.84	\$ 14.37	6
Cadets	\$ 7.72	\$ 10.32	11
Community Service Officer			0
Records Clerk	\$ 13.20	\$ 16.34	0
Traffic Aides	\$ 10.00		8
Crime Prevention Officer	\$ 13.20	\$ 16.34	1
Evidence Custodian	\$ 13.04	\$ 19.54	1

PUBLIC WORKS

Temp. Summer Maint. (PW)	\$ 7.62	\$ 14.00	5
Meter Reader	\$ 12.89	\$ 19.19	0

COMMUNITY DEVELOPMENT

Planning Intern	\$ 11.21	\$ 13.71	0
Planning & Zoning Com. Secretary	\$ 15.15	\$ 18.89	0

BUILDING DEPARTMENT

Code Enforcement Officer	\$10.76	\$14.15	0
Plumbing Inspector**	\$32.50		2
Clerk	\$13.20	\$16.34	1

Electrical I

FINANCE

Clerk	\$ 13.20	\$16.34	2
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** Per inspection

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|------------------|---------------------------------------|
| Adopted 3/23/92 | Resolution 210 |
| Amended 4/13/92 | Ordinance 725 (Pay Plan) |
| Amended 4/27/92 | Resolution 220 |
| Amended 7/27/92 | Ordinance 749 |
| Amended 11/23/92 | Ordinance 767 (effective 1/1/93) |
| Amended 4/12/93 | Ordinance 777 (effective 5/1/93) |
| Amended 8/23/93 | Ordinance 800 (effective 9/1/93) |
| Amended 2/14/94 | Ordinance 831 (effective 2/25/94) |
| Amended 2/28/94 | Resolution 302 (effective 3/10/94) |
| Amended 5/9/94 | Ordinance 842 (effective 5/19/94) |
| Amended 11/28/94 | Ordinance 873 (effective 12/8/94) |
| Amended 4/10/95 | Ordinance 881 (effective 4/20/95) |
| Amended 4/24/95 | Resolution 358 (effective 5/1/95) |
| Amended 6/26/95 | Ordinance 890 (effective 7/7/95) |
| Amended 9/25/95 | Ordinance 919 (effective 10/5/95) |
| Amended 11/27/95 | Ordinance 945 (effective 12/7/95) |
| Amended 1/22/96 | Resolution 394 (effective 2/1/96) |
| Amended 4/22/96 | Ordinance 982 (effective 5/1/96) |
| Amended 11/25/96 | Ordinance 1043 (effective 12/5/96) |
| Amended 1/13/97 | Ordinance 1044 (effective 1/15/97) |
| Amended 4/14/97 | Ordinance O-13-97 (effective 5/1/97) |
| Amended 6/23/97 | Ordinance O-35-97 (effective 7/1/97) |
| Amended 7/28/97 | Ordinance O-45-97 (ef. 5/97 & 1/98) |
| Amended 11/24/97 | Ordinance O-65-97 (effective 12/4/97) |
| Amended 5/11/98 | Ordinance O-45-98 (effective 5/21/98) |
| Amended 8/10/98 | Ordinance O-65-98 (effective 8/20/98) |
| Amended 4/12/99 | Ordinance O-25-99 (effective 5/1/99) |
| Amended 1/24/00 | Ordinance O-8-00 (effective 2/4/00) |
| Amended 4/10/00 | Ordinance O-18-00 (effective 5/1/00) |
| Amended 4/9/01 | Ordinance O-27-01 (effective 5/1/01) |
| Amended 4/22/02 | Ordinance O-20-02 (effective 5/1/02) |
| Amended 6/10/02 | Ordinance O-39-02 (effective 6/20/02) |
| Amended 7/22/02 | Ordinance O-52-02 (effective 7/22/02) |
| Amended 9/23/02 | Ordinance O-62-02 (effective 9/23/02) |
| Amended 11/25/02 | Ordinance O-70-02 |
| Amended 5/12/03 | Ordinance O-30-03 |
| Amended 6/23/03 | Ordinance O-33-03 |
| Amended 5/10/04 | Ordinance O-13-04 |
| Amended 8/9/04 | Ordinance O-46-04 |
| Amended 4/12/05 | Ordinance O-35-05 |
| Amended 6/13/05 | Resolution R-26-05 |
| Amended 6/13/05 | Ordinance O-51-05 |

Amended 12/12/05	Ordinance O-84-05
Amended 4/10/06	Ordinance O-23-06
Amended 5/22/06	Resolution R-44-06
Amended 4/16/07	Ordinance O-24-07
Amended 8/13/07	Ordinance O-59-07
Amended 10/8/07	Ordinance O-79-07
Amended 2/25/08	Resolution R-10-08
Amended 5/12/08	Resolution O-26-08
Amended 6/9/08	Resolution R-40-08 (Sick Leave)
Amended 8/11/08	Resolution O-41-08
Amended 10/27/08	Resolution R-49-08
Amended 5/12/09	Ordinance O-26-09
Amended 12/21/09	Ordinance O-80-09
Amended 7/12/10	Ordinance O-47-10
Amended 6/27/11	Resolution R-46-11

DRAFT

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: **Discussion of Waste/Recycling Hauler Contract Negotiation Process**

Date: November 15, 2013

BACKGROUND/HISTORY

The Village's seven (7) year residential waste hauling and recycling contract with Waste Management is set to expire on April 30, 2014. The contract covers all residential units in the corporate limits of the Village including all single family detached, single family attached and any multi-family unit less than 4 units. The contract has a no-opt out provision for residential units, meaning every occupied unit must have garbage service through the Village's designated provider. Illinois statute allows for the Village to enter into a contract with one provider for all its residential customers. This no-opt out provision yields a better rate for each individual residence and ensures that everyone has garbage service.

For reference, I have attached the current contract in place with Waste Management as well as the amendment to the contract passed in 2010, which authorized the addition of a take-all landscape program.

Summary of the contracts:

- The contract is for a term beginning May 1, 2007 – April 30, 2014
- The services include a weekly take-all refuse, recycling and landscape program for all residential units within the Village limits. Residents are given one 96 gallon refuse cart and one 48 gallon recycling cart. Residents may also rent additional carts. Additional information on the program can be found on the resident brochure attached to this memo.
- The annual monthly rates, including the landscaping amendment, are listed below. The rates the resident actually received was slightly different during these years. The reason behind this was there was a fuel surcharge/credit provision in the contract which fluctuated rates slightly. The senior rate is a flat \$2.00 per month reduction for all residents at least 65 years of age. Years 2011-2014 the rate includes the landscaping charge as well, per the amendment*
 - May 1, 2007 through April 30, 2008: \$17.90 per month
 - May 1, 2008 through April 30, 2009: \$18.75 per month
 - May 1, 2009 through April 30, 2010: \$19.73 per month
 - May 1, 2010 through April 30, 2011: \$22.19* per month

- May 1, 2011 through April 30, 2012: \$23.49* per month
- May 1, 2012 through April 30, 2013: \$24.74* per month
- May 1, 2013 through April 30, 2014: \$25.71* per month

DISCUSSION

There are a number of discussion points in which staff is looking for direction from the Village Board. Once direction is given on these items, staff will gather together and begin the process of examining options for the new engagement.

1. RFP or Negotiation of a new contract. A decision needs to be made on whether to proceed with negotiation with the Village's current chosen vendor or place the contract out for request for proposals.

This discussion point has been brought up recently and staff has been asked about citizen feedback over the last several years on garbage service. The contract expiration and request for feedback was announced at a televised board meeting and placed in the quarterly newsletter. The Village did not receive much feedback; the results are attached to this memo. Over the time of the contract, there were few instances of operational complaints. A few times a year the Village would receive negative feedback on the rates and the no-opt out provisions in the contract. Although we have not received anything in writing, preliminary word from the current vendor is that the same level of services can be provided for the same rate and possibly a rate reduction.

Along with tracking complaints and compliments, the Village should also assess its relationship with Waste Management as a partner in providing services to the community. In general, Waste Management has been very responsive in addressing service complaints. In addition, Waste Management has been a good partner in addressing other Village issues and assisting with Village special events.

2. Length of Contract. The Village needs to determine the desired length of contract to include in the negotiation/RFP process. The last contract with Waste Management was for seven years.
3. No Opt-Out Provisions. One of the few complaints we receive are regarding the Village's no-opt out provision in the contract. This provision requires any occupied unit to have garbage service, even if the resident refuses service. For example, a select few residents may have an alternate means to take care of their garbage, i.e. they own a business in which they pay for garbage service, etc. The provision may be difficult to accept, but the decision of who is allowed to opt-out would be difficult to administer. There is also a greater good to the community as a whole for every resident to have garbage service, and this brings the rates down for the town as a whole, as the hauler will price based on servicing all the occupied units of the village. Waste Management has worked with the Village on allowing residents that no longer occupy their unit (with village authorization that it is vacant) to be temporarily off the billing records.

4. Residential Exemptions. In the current contract, the only residential units exempted from the contract are multi-unit over 4 units. Some communities exempt other multi-family units, for example such as a resident living above a commercial space in the downtown.
5. Take- All Provisions. The Village's current engagement with Waste Management includes a take-all provision for refuse, recycling and landscaping. This means that the cost per month is a consistent fee and is not contingent on the amount of garbage a residence puts out. Although not always equitable, it is the easiest way to administer a contract and get the best rate for the town as a whole.
6. Landscape provision. The Village added a take-all landscaping provision to the contract which eliminated the need for residents to purchase stickers for their bags. This was done as a measure to encourage residents to properly dispose of their landscaping. Landscaping waste hauled by Waste Management nearly tripled as a result of the change. In addition, for those that utilized the service, residents saw a substantial savings versus the sticker program. The change added a nominal fee to every resident's monthly fee versus purchasing a sticker for every bag. The Village received very few complaints about this change and many compliments. The one complaint we received was town home associations that already pay for a private service for landscaping. Similar to the no-opt out provisions, it is more easily administered to apply the service to the entire community, and brings down the rates to the residents. The Village could work with the next vendor on a tiered approach to these situations if the Board deems appropriate. The hauler would have to be able to identify these situations easily for this tiered approach to work.
7. Services included in contract. In addition to refuse, recycling and landscaping, additional services could be added into the contract to assist the Village. Currently, the contract includes dumpsters for the Village's events and buildings. We could also include port-a-lets for Village events and quarry area, PW dumping services and other miscellaneous services. The Village could also put in the contract partnership requests with the Village's events and green initiatives. Staff would get together and examine these options if given direction to do so. We are requesting direction on whether to include these items with the contract, or proceed to negotiate a simpler contract.
8. Tiered rates. The current contract fee structure is fairly simple. There are only 2 rates, a typical residential rate and a 2.00 per month discount for senior citizens. Staff is requesting direction on any additional tiers to add to the structure or keep as is.
9. Fuel Surcharge. The Village's current contract includes a fuel surcharge. If the difference between the annual average costs of diesel fuel differs from the expected cost as part of the contract, each year there would be a calculated surcharge or credit that would affect the annual rates. Recent contracts in the industry have not been including this provision.
10. Billing Obligations. Waste Management would offer the Village revenues and/or a reduced rate to residents if the Village agreed to take on billing obligations. The Village would bill out and collect receipts from residents, then pay Waste Management a monthly fee for the service. The Village has not exercised this option in the past. Although the Village would be able to

recoup administrative costs with a fee from the hauler, the Village would have to contend with receivables as a result. If the Board chose to go in this direction, staff would work with the vendor on setting up this relationship.

ATTACHMENTS

1. Ordinance Authorizing Contract with Waste Management
2. Ordinance Amending Contract to include landscape provisions
3. Waste Management Current Program Resident Brochure.
4. Resident Input Log

ORDINANCE 0-23-07

ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH WASTE MANAGEMENT, INC. FOR THE COLLECTION OF REFUSE, LANDSCAPE WASTE AND RECYCLABLE MATERIAL FOR THE PERIOD OF MAY 1, 2007 THROUGH APRIL 30, 2014

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

SECTION 1: That the President is hereby authorized and directed, and the Village Clerk is directed to attest, a document known as **A REFUSE COLLECTION AND DISPOSAL CONTRACT WITHIN THE VILLAGE OF LEMONT**, a copy of which is attached hereto and made a part hereof.

SECTION 2: Effective Date: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

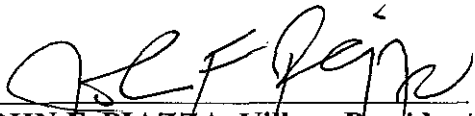
SECTION 3: Repealer: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES ILLINOIS

on this 16th Day of April, 2007

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Debby Blatzer	✓			
Peter Coules	✓			
Brian Reaves	✓			
Cliff Miklos	✓			
Ronald Stapleton	✓			
Jeanette Virgilio	✓			


JOHN F. PIAZZA, Village President

Attest:


CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT
REFUSE COLLECTION AND DISPOSAL CONTRACT

This Agreement is entered into this ____ day of _____, by and between The VILLAGE of Lemont, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Waste Management-Southwest, a Division of Waste Management of Illinois, Inc., a Delaware Corporation (hereinafter the "CONTRACTOR").

RECITALS

Whereas, Section 11-19-1 *et.seq.* of the Illinois Municipal Code, 65 ILCS 5/11-19-1) permits a municipality to enter into an exclusive contract for the collection and final disposition of garbage and refuse within the municipality; and

Whereas, the Board of Trustees of the VILLAGE of Lemont finds that it is in the best interest of the VILLAGE to enter into a contract with the CONTRACTOR as the exclusive provider for the collection and final disposition of garbage and refuse within the municipality.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, the VILLAGE and the CONTRACTOR agree as follows:

I. GENERAL PROVISIONS

1. Scope of Work

The CONTRACTOR shall be responsible for all work to be performed under this Contract, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and further shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services required to perform the collection and disposal of recyclables. Such service shall be provided for all applicable properties within the corporate limits of the VILLAGE of Lemont and any territory hereinafter annexed, all in accordance with this contract. The CONTRACTOR acknowledges that it is familiar with the number and type of properties to be served within the VILLAGE, and is familiar with the projected growth of the VILLAGE boundaries.

2. Exclusive Grant

The VILLAGE agrees that in consideration of the faithful performance of the obligations herein undertaken by the CONTRACTOR, the VILLAGE, by execution of this contract, grants to the CONTRACTOR, for the term of this Contract only, the sole and exclusive license to collect and dispose of municipal waste, landscape waste, and recyclables from all applicable properties within the corporate limits of the VILLAGE of Lemont and any territory hereinafter annexed.

3. CONTRACTOR'S Private Work

The CONTRACTOR may, at its option, contract separately for work as a private scavenger or hauler and charge customers covered by this Contract for services not provided in this Contract, or contract with customers not covered by this Contract. Any such private work shall be in accordance with all federal, state and VILLAGE laws, and shall not interfere with the CONTRACTOR'S performance under this Contract.

4. Contract Period

The initial term of this Contract shall be seven (7) years, commencing on May 1, 2007 and shall remain in full force and effect through midnight of April 30, 2014. At the expiration of the initial seven (7) year period the VILLAGE reserves the right to renew and extend the contract for an additional period of one (1), two (2), or three (3) years. In the event that the VILLAGE desires to extend the Contract after the initial period, the CONTRACTOR shall be so notified, in writing, by the VILLAGE no later than (October 31, 2013) 180 days before the expiration of the initial term.

Within twenty-one (21) days of such notification by the VILLAGE, the Parties agree to engage in good faith negotiations to develop rates and terms for the extension period. In the event that the Parties are unable to reach an agreement as to rates and terms for the extension period by December 31, 2013, the Contract shall terminate at the end of the initial term, unless both parties mutually agree to extend the negotiation period.

5. Compliance With Applicable Laws

The CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, rules and regulations governing the work required under the terms of this Contract.

6. Compliance With Equal Employment Opportunity Act and Illinois Human Rights Act

During the term of this Contract, the CONTRACTOR shall comply with the Equal Employment Opportunity Act and the Illinois Human Rights Act. The CONTRACTOR shall have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability or age as required by law. Findings of non-compliance with applicable Federal or State equal employment opportunity laws may be constitute cause for termination of this Contract.

7. Permits, Licenses, Certifications and Taxes

The CONTRACTOR shall secure and pay for, at its expense, all necessary permits, licenses and certificates required to perform the work herein. The CONTRACTOR shall maintain said permits, licenses and certificates in full force and effect during the term of this Contract, and shall comply with all requirements thereof. No work shall proceed or commence without said necessary permits, licenses, and certificates. The VILLAGE shall waive the annual business license/scavengers license fee to the CONTRACTOR for the term of this agreement.

The CONTRACTOR shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the VILLAGE or the CONTRACTOR in connection with the CONTRACTOR'S facilities and the work included in this Contract. The VILLAGE is exempt from paying certain taxes, including Federal Excise Tax, State and Local Retailers' Occupation Tax, Use Tax and Service Use Tax.

8. Independent CONTRACTOR

The CONTRACTOR shall be deemed to be an independent CONTRACTOR, solely responsible for the control and payment of its operations and employees.

9. Performance Bond

At the time of the execution of the Contract, the CONTRACTOR, at its expense, shall provide the VILLAGE with a performance bond in the amount of three hundred thousand dollars (\$300,000.00), which shall be maintained in full force and effect throughout the term of this Contract and any extensions thereof. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the VILLAGE and shall be subject to approval as form and content by the VILLAGE'S attorney. This Contract shall not be executed unless said performance bond had been delivered and approved as herein provided. No work shall commence or proceed without said performance bond being approved and in full force and effect. Failure to provide or maintain said performance bond in full force and effect shall be cause for termination of this Contract.

10. Insurance

The CONTRACTOR shall carry in its name, at its own expense, at least the following insurance coverage:

- (a) Workers' Compensation and Occupational Disease Insurance - Statutory amount for Illinois;
- (b) Vehicle Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$3,000,000 each person and not less than \$5,000,000 per occurrence.
 - (2) Property damage, with limits of not less than \$3,000,000 per occurrence

Vehicle Liability and General Liability insurance policies. The CONTRACTOR shall furnish annually

the VILLAGE with policy information which evidences compliance with the insurance requirements set forth herein, and with a certificate of insurance attesting to the required coverages for the full term of the contract, including the 30 day notice requirements. No work shall commence or proceed without said insurance coverages being in full force and effect.

(c) General Liability Insurance:

- (1) Bodily injury, with limits of not less than \$3,000,000 per person and not less than \$5,000,000 per occurrence.
- (2) Property damage, with limits of not less than \$3,000,000 for each incident and \$5,000,000 per occurrence.
- (3) Contractual insurance - broad form, with limits of not less than \$3,000,000 each occurrence and no more than \$5,000,000 each occurrence.

(d) Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.

(e) The insurance coverage shall be written with insurance companies licensed to do business in the State of Illinois and acceptable to the VILLAGE. All insurance premiums shall be paid without cost to the VILLAGE. Said policies shall provide that they may not be cancelled or reduced without thirty (30) days prior written notice to the VILLAGE. In the event of any cancellation or reduction, the CONTRACTOR is responsible for obtaining new insurance coverage. The CONTRACTOR shall name the VILLAGE as an additional insured on each policy for any liability arising out of the CONTRACTOR'S work.

(f) The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the CONTRACTOR under the terms of this Contract. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the execution of the work.

11. Indemnification

The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the VILLAGE may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any person, or damage to or injury to real estate or personal property, in any way resulting from, out of, or in connection with, or pursuant to this Contract, caused by the operations of the CONTRACTOR, its agents, employees, or any Subcontractors in performance of the work to be conducted.

The CONTRACTOR expressly understands and agrees that any performance bond or insurance coverage required by this Contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the VILLAGE, and to pay expenses and damages as herein provided.

12. Default

All terms and conditions of the Contract are considered material and the failure of the CONTRACTOR to perform any of said terms and conditions shall be considered a breach of the Contract. If the CONTRACTOR fails to perform according to the terms and conditions herein, or fails to collect and/or dispose the municipal waste and landscape waste, and fails to collect and/or market the recyclables as required herein for more than seven (7) consecutive working days, the VILLAGE shall reserve the right to determine if there has not been sufficient cause to justify such lack of performance. If in the VILLAGE'S judgement, sufficient cause has not been demonstrated, then the VILLAGE shall serve notice, identifying the contract violations and stating that this contract shall be deemed in default if the CONTRACTOR does not take action to correct the violation or re-establish the schedule within three (3) days of said notice. If, at the end of the three (3) day period, the CONTRACTOR has not made the necessary corrections, the VILLAGE shall take such steps as are necessary to furnish services according to the collection requirements provided in this Contract, and shall have the right to terminate the Contract. The CONTRACTOR shall be liable for any and all costs of such steps from the date of the notice of default. The remedies provided herein shall not be exclusive, but shall be in addition to any other remedy available to the VILLAGE including, but not limited to, claim on the performance bond, or other legal or equitable remedies. The failure of the VILLAGE to declare a default or insist on performance of any specific term or condition shall not constitute a waiver on the part of the VILLAGE to declare a default by the continuing or subsequent failure of the CONTRACTOR to perform according to the terms and conditions of the Contract.

In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate; and in no event shall the Contract be, or be treated as, an asset of the CONTRACTOR after adjudication of bankruptcy. If the CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the Contract may be terminated at the option of the VILLAGE upon seven (7) days written notice to the CONTRACTOR and in no event shall the Contract be, or be treated as, an asset of the CONTRACTOR after the exercise of said option by the VILLAGE.

In any event where the CONTRACTOR has not performed the work, even if such failure is caused by strikes, acts of God, or "force majeure", beyond the CONTRACTOR'S control, the CONTRACTOR shall not be paid.

13. Non-assignment of Contract

This Contract is unique and has been awarded by the VILLAGE based upon the specific evaluation of the CONTRACTOR, and the ability of the CONTRACTOR to perform the work. This Contract is not assignable by the CONTRACTOR either voluntarily or involuntarily, or by process of law, without the prior written consent of the VILLAGE, and shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR. Any attempt to assign the Contract shall subject the Contract to immediate termination by the VILLAGE.

14. Non-Collection Due to Improper Material or Procedure.

If material is not collected due to non-compliance with State Statute, the Contract shall leave the

resident a card, note, or "door hanger" to (1) identify the specific reason for non-collection and (2) explain the proposed recourse the resident should take to alleviate the dispute.

15. Disputes

The CONTRACTOR'S performance of the work under this Contract shall be observed and monitored by the VILLAGE. Should the VILLAGE determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR, upon notification from VILLAGE, shall increase the work force, tools and equipment as needed to properly perform to the satisfaction of the VILLAGE. The failure of VILLAGE to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified.

16. Title to Municipal Waste, Landscape Waste and Recyclables

Title to municipal waste, landscape waste and recyclables shall pass to the CONTRACTOR when the materials are placed into the collection vehicle.

17. Notices

All notices required by this Contract shall be in writing and shall be delivered in person or sent by first class mail with sufficient postage prepaid, or by certified/ return receipt requested mail with sufficient postage and certification fees fully prepaid. Notices delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the United States Postal Service postmark. Notices to the parties shall be made and addressed to the following:

If to the VILLAGE:

Mr. Gary Holmes – VILLAGE Administrator
VILLAGE of Lemont
418 Main St.
Lemont, IL 60439

If to the CONTRACTOR:

Municipal Marketing Manager or Division Vice President
Waste Management
2100 Moen Ave
Joliet, IL 60434

Any changes of address may be sent by furnishing written notice to the other party.

18. Severability

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated.

19. Law to Govern and Venue

The laws of the State of Illinois shall govern this contract and venue shall be in either Cook, Will, and Dupage Counties, Illinois.

20. Right to Require Performance

The failure of the VILLAGE, at any time, to require performance by the CONTRACTOR of any term or condition in this Contract shall in no way affect the right of the VILLAGE thereafter to enforce said term or condition. Nor shall waiver by the VILLAGE of any breach of any term or condition of this Contract be taken or held to be a waiver of any succeeding breach of any such term or condition or a waiver of the term or condition itself.

21. Reporting

The CONTRACTOR shall keep records of solid waste disposal, recycling and landscape waste collection, activities including without limitation, recycling participation rates, the amount of solid waste, recyclables, or landscaping waste collected and shall provide this information to the Village at the Village's request.

II. GENERAL OPERATING REQUIREMENTS

1. Identification of Applicable Properties for Collection

The applicable properties located in the VILLAGE for which collection and disposal services of municipal waste, landscape waste and recyclables shall be provided pursuant to this Contract are as follows: all single-family, townhouse, and duplex residential dwellings, and all multi-family residential of up to 4 units. All properties that are commercial, multi-family in excess of four (4) units, and mixed use, defined as a residential/commercial unit shall be excluded from this Contract. In addition, the Franciscan VILLAGE shall be excluded from this contract.

2. Collection Times

The starting time shall not commence for the pick service described herein shall not commence earlier than 6:00 am and shall cease by 6:00 pm on any pick up day. All materials placed out for collections must be placed at the curb or alley (when available) by 6:00 am on the designated service day.

3. Initial Start-Up Date

Collection of Refuse, Recyclables and Landscape Waste

May 1, 2007

Tuesday, Wednesday, Thursday

The CONTRACTOR shall give the VILLAGE at least 30 days written notice to any proposed route or schedule change.

4. Holidays

Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No pick-up will be rendered on such holidays. Regular service shall be established on the next calendar day.

5. Storage of CONTRACTOR'S Equipment and Materials

No equipment or materials used to provide collection service shall be stored on any property, public or private, within the corporate limits of the VILLAGE unless otherwise agreed to by the parties, in writing.

6. Public Information

No later than April 20, 2007, the CONTRACTOR, at its expense, shall develop, print and distribute to all residential customers, a brochure, approved by the VILLAGE, explaining the solid waste, landscape, and recycling programs covered under this contract. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, including changes in collection times. The brochure shall include a toll-free telephone number of the CONTRACTOR to be used for customer complaints as required herein. A sufficient supply of brochures shall be provided to the VILLAGE by the CONTRACTOR for VILLAGE to distribute in the VILLAGE'S annual newsletter and to distribute to new residents.

7. Customer Complaints

The CONTRACTOR shall maintain an office and telephone service, with either a local exchange or a toll-free number, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate; and if verified, shall arrange for pick-up of said waste within 24 hours day after the complaint is received. The CONTRACTOR shall notify customer directly within 24 hours of complaint to verify action taken. When requested, the CONTRACTOR shall report to the VILLAGE the status of service calls or complaints and shall maintain a daily log of such calls or complaints received, which record shall be open to the VILLAGE for inspection at any reasonable time. The CONTRACTOR shall notify customer directly within one business day of complaint to verify action taken. The CONTRACTOR'S toll free number is 800 796-9696 and local 815 725-4200.

8. Disposal Site Required

The CONTRACTOR shall have available for use throughout the contract term an Illinois Environmental Protection Agency permitted site(s) (SEE ATTACHMENT C) for the ultimate disposal of all waste under this Agreement.

9. Sufficient Financial and Equipment Capabilities

The CONTRACTOR shall have the necessary financial ability and sufficient equipment to satisfy the requirements placed upon it under the terms of this contract.

10. Standard of Performance

The CONTRACTOR shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner, to use care and diligence, and to provide neat, orderly and courteous personnel on its crews and courteous and knowledgeable personnel in its customer service function.

11. Employees and Conduct

The CONTRACTOR shall prohibit any drinking of alcoholic beverages or the use of any controlled substances, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties required under the terms of this contract.

In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services required under the terms of this proposal as a result of intoxication, drug use, incompetence, or by virtue of abusive or obnoxious behavior; then, upon request of the VILLAGE, the CONTRACTOR shall remove such employee from work within the VILLAGE and replace him/her with a suitable and competent employee.

CONTRACTOR shall provide courteous personnel on its collection crews and courteous and knowledgeable personnel in its customer service function.

12. Prevailing Wage

The CONTRACTOR shall comply with all prevailing wage requirements and all labor regulations enforced by state or federal agencies.

13. Current Estimate of Residential Service Units

The following is the estimated number of residential service units currently being serviced in the VILLAGE: 4,779. The VILLAGE disclaims any warranties and or accuracy of these numbers.

14. Vehicles

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on the VILLAGE streets that leak any fluids from the engine or compacting mechanism. All vehicles shall display the name of the CONTRACTOR, a local telephone number, and a vehicle identification number that is clearly visible on both sides of the vehicle. CONTRACTOR shall be responsible for cleaning any fluids, municipal waste, landscape waste or recyclables that leak or otherwise spill from any vehicle.

III. PROGRAM DESCRIPTIONS

All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. This mechanism is outlined in ATTACHMENT D.

A Municipal Waste Collection

A.1 Definition: Municipal waste shall include garbage, refuse, or waste material resulting from operation of residential units which are not defined as RECYCLABLES or LANDSCAPE WASTE. The definition of municipal waste shall not include automotive tires, broken concrete, building materials, rocks, soil, white goods, household hazardous wastes such as paints, oils, solvents or other materials that may present a fire hazard, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material, and/or material(s) resulting from fires, floods or evictions.

A.2 Frequency of Collection: Once each week.

A.3 Containers: The CONTRACTOR shall provide each unit subject to collection under this agreement with one (1) wheeled 96-gallon cart for the purpose of the placement of refuse materials for weekly collection. The CONTRACTOR shall deliver the carts to new units that are constructed over the term of the agreement. The CONTRACTOR shall be responsible for the general maintenance of the cart (excepting odor and cleanliness) and shall repair or replace said carts in the event of breakage through normal wear and tear. Carts damaged through abuse or neglect will be replaced at the cost of the resident. Residents that are senior citizens may request and receive a 64-gallon cart. Additional refuse carts may be rented for \$4.00 per month with a minimum 12-month rental (delivery charges may apply).

A.4 Service Levels: The CONTRACTOR shall provide once per week the collection of garbage, refuse, recyclables, and yard waste materials for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal may be placed in covered cans or containers not to exceed thirty (32) thirty-two gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley when they exist.

A.5 Bulk Item Service: Bulk items are defined, including but most limited to large items such as couches, chairs, mattresses and tables and other furniture pieces. Bulk items, as defined herein, are considered subject to collection by the CONTRACTOR'S according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of (1) one bulk item per week at no additional cost to the resident. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional bulk items on an individual basis.

A.6 Special Pick up and Optional Service: All other solid waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick up. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. Such items shall include white goods, large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), heavy appliances, pianos and such other bulky items that require more than one person to handle. Such items shall be arranged for pick up between Customer and CONTRACTOR or other independent CONTRACTOR at a special charge to Customer. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose

A.7 Public Building/Areas Collection: CONTRACTOR shall be required to collect municipal waste and recyclable materials via commercial containers, provided by the CONTRACTOR at or before the commencement date of this contract, once per week at no cost from containers in public areas as described as follows:

VILLAGE Hall/Police Department 418 Main St.	Two 2-yard containers
Police Station – South 127 th Street & Archer	One 2-yard container
Police Shooting Range	One 10-yard container or other
Public Works Building 6066 New Avenue	One 6-yard container
Metra Station Main & Lockport	One 2-yard container
Safety VILLAGE 55 Stephen St.	One 2-yard container

The VILLAGE may add additional VILLAGE owned or leased buildings or property without additional charge for once per week commercial collection.

A.8 Municipal Dumpsters At the request of the Village, The Contractor shall provide for up to 12 roll-off boxes for Village sponsored special events, festivals and clean up projects. The Contractor, at its discretion, shall provide for 10, 15, and 20, and 30 cubic yard containers depending on the size and nature of the event at no charge to the Village provided that each container weigh no more than 5 tons. The Village may require additional containers or services at a method and price to be agreed upon by both parties.

A.9 Disposal: All waste, as defined in this section, shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR warrants that sufficient sites for the disposal of said solid waste will be available to the CONTRACTOR during the full term of the contract and any renewal thereof.

A.10 Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

B. Recyclables Collection

B.1 Definition: Aluminum food and beverage containers, metal cans, bi-metal cans, glass food containers, newspapers, corrugates containers, chipboard, magazines, mixed paper, and other such materials as the parties may agree to in writing. The Customer shall sort materials and place them into a separate container for pick-up by the CONTRACTOR. (See Attachment A)

B.2 Frequency of Collection: Collection shall be once per week. The collection shall be on the same day as municipal waste collection.

B.3 Service Level: Unlimited collection of the materials defined herein as part of monthly rate.

B.4 Containers: The CONTRACTOR shall provide each unit subject to collection under this agreement with one (1) wheeled 64-gallon cart for the purpose of the placement of recyclables for weekly collection. The CONTRACTOR shall deliver the carts to new units that are constructed over the term of the agreement. The CONTRACTOR shall be responsible for the general maintenance of the carts (excepting odor and cleanliness) and shall repair or replace said carts in the event of breakage through normal wear and tear. Carts damaged through abuse or neglect will be replaced at the cost of the resident. Residents that are senior citizens may request and receive a 35-gallon cart. Additional recycling carts may be rented for \$4.00 per month with a minimum 12-month rental (delivery charges may apply).

B.5 Separate Vehicle Pick-up Required: Recyclable material shall not be co-mingled with municipal waste. A separate recycling pick-up shall be required with a separate vehicle.

B.6 Disposal: All recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets or recycled material brokers. No materials collected as recyclable may be deposited in a landfill or waste incinerator, but shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.

B.7 Revenues: CONTRACTOR shall be allowed to keep all revenues from the sale of the above referenced materials.

C. Landscape Waste Collection

C.1 Definition of Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, (as stated below), aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.20.

C.2 Frequency of collection:

(a) All Landscape waste, including brush and other branches: One day each week from April 1st through November 30th of each year.

(b) CONTRACTOR and VILLAGE will agree on one (1) service week in the spring and one day each week from October 15 through November 30th of each year for the unlimited collection of landscape waste material. Residents will not be required to utilize stickers during these designated time periods.

C.3 Service Levels:

(a) Tree Limbs, brush and other branches: Limbs must be cut into four (4) feet lengths, bundled and tied with biodegradable string or twine. Each bundle not to exceed fifty (50) pounds in weight. A pre-paid landscape waste sticker must be attached to each bag or bundle prior to disposal from April 1st through October 14th except during the designated spring collection.

(b) Except as noted in Section C.2.b, Lawn Clippings, Leaves, and Other Landscape Waste: All landscape waste material, except bundled braches, must be placed in a "kraft" type bags. A ~~of a~~ pre-paid landscape waste sticker must be attached to each bag prior to disposal from April 1 through October 14th.

(c) Previously purchased stickers. The CONTRACTOR agrees to honor any yard waste stickers purchased by residents from the previous contract for a period of thirty (30) days after the commencement of this agreement.

C.4 Unlimited Landscape waste Option:

The VILLAGE board, may at it discretion, may exercise the option to provide unlimited yard waste collections from April 1 through November 30th which will NOT require stickers. The VILLAGE AND THE CONTRACTOR may exercise this option at the commencement of this agreement or on a date, method, and price agreed upon by both parties.

C.5 Containers

(a) Biodegradable paper "Kraft" type bags, up to thirty-three (33) gallons in capacity at local retail locations including the VILLAGE Hall. Landscape waste "stickers" will be sold at locations listed in Attachment B.

(b) Landscape waste, including brush and other branches that are four (4) inches or greater in diameter, must be securely tied with biodegradable string or twine, in bundles not exceeding four (4) feet in length and fifty (50) pounds in weight.

C.6 Separate Vehicle Pick-up Required: Landscape waste shall not be co-mingled with any other municipal waste. A separate landscape waste pick-up shall be required with a separate vehicle.

C.7 Disposal: All landscape waste shall be disposed of at a lawfully operated landscape waste

composting facility (SEE ATTACHMENT C). Said facility may treat, compost, grind, or land apply said landscape waste. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Act (415 ILCS 5/1).

C.8 Christmas Trees: The CONTRACTOR will collect Christmas trees on the regular pick up day throughout the month of January.

C.9 Landscape Waste Sticker

The cost of the landscape waste stickers shall be \$2.50 for the period of May 1, 2007 through April 30th, 2012. The cost of the landscape waste stickers shall be \$2.75 for the period of May 1, 2012 through April 30th, 2014.

IV. PAYMENT OF CONTRACTOR AND BILLING OF ACCOUNTS

(A) Customer Identification and Billing Address. Upon request of the VILLAGE, CONTRACTOR shall furnish the name and address of each residential unit receiving service under the terms of this contract.

(B) Billing for municipal solid waste, recyclables and tree limbs and the scheduled landscape waste collections shall be included in the base monthly rate. Billing for all other landscape waste materials shall be based upon the landscape sticker services.

(C) Payment of CONTRACTOR. The CONTRACTOR'S monthly UNIT rate for all services provided in this contract for the period of May 1, 2007, through April 30th, 2014, shall be as follows:

CONTRACT YEAR	Monthly UNIT Rate
May 1, 2007 through April 30, 2008	\$17.90
May 1, 2008 through April 30, 2009	\$18.75
May 1, 2009 through April 30, 2010	\$19.73
May 1, 2010 through April 30, 2011	\$20.92
May 1, 2011 through April 30, 2012	\$22.17
May 1, 2012 through April 30, 2013	\$23.39
May 1, 2013 through April 30, 2014	\$24.33

A \$2.00 senior discount will apply to all qualified seniors citizens that are at least 65 years older and that own and occupy their dwelling for the term of this agreement.

(D) Fuel Surcharge: For the purposes of this agreement the CONTRACTOR has used \$2.65 per gallon as its baseline price for diesel fuel for the initial year of this agreement. Beginning in May 2008, and proceeding years of the agreement, the CONTRACTOR will review the current annual average cost of diesel fuel 30 days prior to the May 1st contract anniversary date. The CONTRACTOR will use the Energy Information Administration/ Department of Energy (EIA/DOE) publication price for diesel fuel. In the event that the published average diesel fuel costs exceeds (or is less than) the estimated fuel costs below the CONTRACTOR will apply a fuel surcharge or credit. For every 10¢ increase (or decrease) in the estimated cost per gallon, then the CONTRACTOR will implement a 3¢ per home fuel surcharge (or credit) per month to the monthly unit rate for the remainder of that contract year. If the change is less than 10¢, then no fuel surcharge or credit will apply.

Contract Year	Estimated Diesel Fuel Costs
2008	\$2.75
2009	\$2.85
2010	\$2.95
2011	\$3.05
2012	\$3.15

Example: If the average price for diesel fuel for 2007 is \$2.85 per gallon, then a 3¢ fuel surcharge would be applied to the monthly per home rate beginning May 1, 2008.

(E) Fees: The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the City's Solid Waste (the "Fees"). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE. In addition, in the event that changes with Federal or state statute or regulation, there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the parties agree to negotiate in good faith any such price increases.

(F) Billing: The CONTRACTOR will perform the billing and collection of fees from each UNIT with the VILLAGE. The CONTRACTOR will individually invoice each UNIT within the VILLAGE on a quarterly basis for the services provided herein. The VILLAGE agrees to cooperate and assist the CONTRACTOR in any means permissible to insure the collection of all funds due for the service performed, either on current or delinquent basis can be undertaken and receipt assured. If deemed necessary, the VILLAGE will modify the any of its regulatory ordinances regarding health, welfare, and safety to insure that the VILLAGE residents adhere to this contract and the services provided hereunder. The VILLAGE further agreed to cooperate to provide the CONTRACTOR with assistance regarding evictions, move ins, move outs or any other notification that will assist in the execution of this contract.

(G) Upon request of the Village, CONTRACTOR shall furnish the name and address of each residential unit receiving service under the terms of the contract

(H) The VILLAGE, may at it discretion, exercise the option to assume the billing for the services contained herein, The VILLAGE AND THE CONTRACTOR would exercise this option on a date and method agreed upon by both parties.

V. EXECUTION

This Contract entered into on the date first written above.

VILLAGE of Lemont:

CONTRACTOR: Waste Management-South
a Division of Waste Management
of Illinois, Inc.

By: 
John Piazza-VILLAGE President

By: _____
Al Bilthouse – Senior Manager Planning and
Development

Attest: 
Charlene Smollen- VILLAGE Clerk

Attest: _____
Mike Morley - Municipal Marketing Manager

ATTACHMENT A - RECYCLING PROGRAM

The list of items below represents the current materials currently being accepted. This list may expand or contract due to market conditions upon the mutual consent of the Parties.

LIST OF RECYCABLES

UBC
TIN STEEL CANS
ALUMINUM FOIL
GLASS CONTAINERS
1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES
#2 HDPE-NATURAL CONTAINERS
#2 HDPE-PIGMENTED CONTAINERS
PET CONTAINERS

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)
NEWSPAPER INSERTS
MIXED PAPER (10 TO 30% BY WEIGHT)
CARDBOARD (NO WAX)
CARRIER STOCK (SODA & BEER CASES)
CATALOGS & TELEPHONE BOOKS
CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)
JUNK MAIL
KRAFT PAPER
MAGAZINES
OFFICE PAPER

ATTACHMENT B - LANDSCAPE WASTE STICKER LOCATIONS

Lemont VILLAGE Hall
418 Main St., Lemont

Lemont Township Offices
16020 127th St, Lemont

Sears Hardware
1146 State St., Lemont

Jewel
1202 State Street, Lemont

ATTACHMENT C – DESIGNATED DISPOSAL SITES

1. REFUSE

- A. Banner Western Transfer Station
2100 Moen Ave
Rockdale, IL 60436
- B. Waste Management Transfer
2150 Mound
Joliet, IL 60440
- C. Prairie View Landfill (Primary)
29755 S Prairie View Dr.
Wilmington, IL 60481

2. RECYCLABLES

- A. Banner Western Transfer Station
2100 Moen Ave
Rockdale, IL 60436
- B. CID Recycling Center
P O Box 1309
138th & Calumet Expressway
Calumet, IL 60409

3. LANDSCAPE WASTE

- A. Banner Western Transfer Station
2100 Moen Ave
Rockdale, IL 60436
- B. Waste Management Transfer
2150 Mound
Joliet, IL 60440
- C. Hammon Farms
Oswego, IL

**ATTACHMENT D – MECHANISM FOR COMMUNICATING TO
RESIDENTS FOR NON-PICK UP**

ATTACH SAMPLE CUSTOMER “NOTICE” CARD/DOOR HANGER

ORDINANCE 0-21-10

**ORDINANCE AMENDING ORDINANCE O-23-07
ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH
WASTE MANAGEMENT, INC. FOR THE COLLECTION OF REFUSE, RECYCLABLES
AND LANDSCAPE WASTE**

WHEREAS, the Village of Lemont (VILLAGE) and Waste Management, Inc., (CONTRACTOR) are parties to a Contract for Refuse Collection and Disposal, Recyclable Collection and Landscape Waste Collection (CONTRACT) approved by Ordinance O-23-07; and

WHEREAS, the VILLAGE desires to amend the terms and conditions of the CONTRACT; and

WHEREAS, the terms and conditions of the amendment to the CONTRACT are attached hereto as Exhibit A.

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

SECTION 1: The amendment to the Contract for Refuse Collection and Disposal, Recyclable Collection and Landscape Waste Collection attached hereto as Exhibit A is hereby approved and adopted.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

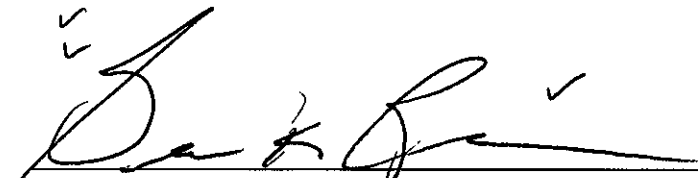
SECTION 4: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL & DU PAGE, ILLINOIS, on this 12th day of April, 2010.

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

AYES NAYS PASSED ABSENT

✓
✓
✓
✓
✓


BRIAN K. REAVES, Village President

Attest:


CHARLENE SMOLLEN, Village Clerk

ADDENDUM

Addendum to Agreement, effective the ____ day of _____, 2010, by and between the VILLAGE OF LEMONT ("VILLAGE") and WASTE MANAGEMENT-SOUTHWEST, A DIVISION OF WASTE MANAGEMENT OF ILLINOIS, INC. ("CONTRACTOR").

THE PARTIES AGREE TO AMEND THE EXISTING CONTRACT FOR THE VILLAGE OF LEMONT REFUSE COLLECTION AND DISPOSAL CONTRACT DATED APRIL 16, 2007 (THE "CONTRACT") AS FOLLOWS:

Yard Waste: Contractor will provide for the weekly collection of all residential yard waste materials placed at the curb on the regular collection day from April 1st through November 30th of each year. Yard waste materials include grass, twigs, leaves, branches, and garden materials placed in a kraft paper bag. Yard waste stickers will no longer be required. Branches and tree limbs will also be collected with the weekly pick up. Branches and limbs that are 4 inches in diameter or less must be cut into lengths of 4 feet or less and securely bundled or tied with string or twine. Each bundle must not exceed 50 pounds in weight.

Excluded from yard waste collection would be items such as dirt, sod, rock, stone, whole trees, stumps and root systems, and yard waste generated by a private contractor and/or landscaping company.

Yard Waste Collection

<u>Contract Term</u>	<u>Additional Monthly Price</u>	<u>Unit Rate</u>	<u>New Unit Rate</u>
5/1/10 – 4/30/11	\$1.27	\$20.92	\$22.19
5/1/11 – 4/30/12	\$1.32	\$22.17	\$23.49
5/1/12 – 4/30/13	\$1.35	\$23.39	\$24.74
5/1/13 – 4/30/14	\$1.38	\$24.33	\$25.71

The Unit Rate is still subject to the fuel surcharge as outlined in Section IV(D) of the Contract.

Residents who do not wish to use kraft bags may rent a 96-gallon yard waste cart directly through Waste Management for \$4.00 per month.

All other terms and conditions of the Contract shall remain in effect and unchanged by this Addendum.

Village of Lemont

Waste Management-Southwest, a
Division of Waste Management of
Illinois, Inc.,

By: 

By: _____

Dear Lemont Resident:

The information in this brochure will assist you with the refuse, recycling, and yard waste program in Lemont.

For further information, please contact Waste Management at 1-800-796-9696. You can also visit our website at www.wm.com.

Thank you and we appreciate your cooperation.

Sincerely,

Waste Management

Collection Times

All items including yard waste must be placed by the curb no later than 6:00 a.m. the day of collection. Carts should be placed with the handle facing away from the roadway and about two feet apart. After collection, all carts should be removed no later than the evening of your collection day.

Refuse

- Each home is provided with a 96-gallon refuse cart. Additional refuse may be placed in either plastic bags OR containers that are no greater than 32 gallons in size and do not exceed 50 pounds. All refuse should be properly contained to prevent littering.
- One (1) bulk item will be collected with the weekly pickup (i.e., couch, small tables, mattress, etc.).
- Carpet is considered a bulk item and must be cut and rolled into 4-foot lengths. Each roll must not weigh more than 50 pounds. All carpeting and padding must be secured with tape or string. Up to eight (8) rolls of carpeting and padding will be accepted each week as the bulk item.
- Residents also may rent additional 96 gallon trash carts for \$48 per year by calling Waste Management customer service at (800) 796-9696.

Yard Waste

Yard waste such as grass clippings, leaves, tree branches, and brush is collected weekly on your scheduled pickup day from April 1st through the week in which November 30th occurs.

- Yard waste must be placed in kraft paper bags, which can be purchased at local retail stores.
- 96-gallon yard waste carts are available for rent for \$48.00 per year by contacting the customer service center at (800) 796-9696.
- Brush and branches must be cut into 4-foot lengths and bundled with string or twine. Each bundle must not exceed 50 pounds. Unbundled brush will not be collected.
- Please note that sod, whole trees, stumps, and dirt are not included in the weekly yard waste program.

Electronic Waste Ban

Effective January 1, 2012, the State of Illinois has banned electronics from landfill disposal including the following items:

- Televisions
- Monitors
- Printers
- Computers (laptop, notebook, netbook, tablet, desktop)
- Electronic Keyboards
- Facsimile (Fax) Machines
- Videocassette Recorders (VCRs)
- Portable Digital Music Players (MP3 Players, iPods, etc.)
- Digital Video Disc (DVD) Players
- Video Game Consoles
- Small Scale Servers
- Scanners
- Electronic Mice
- Digital Converter Boxes
- Cable Receivers
- Satellite Receivers
- Digital Video Disc Recorders

Residents with these electronic wastes can call **Vintage Tech Recyclers at (866) 631-1707** for **free** home collection. Residents may also bring electronic wastes to the Lemont Public Works Department, 16680 New Ave., 630-257-2532; hours are Monday – Friday between 7:30 AM and 3:00 PM. For more information on recycling opportunities, please go to www.willcountygren.com.

Restricted Items

The following items are excluded from the weekly collection program:

- Large quantities of construction/ demolition materials
- Automotive parts
- Household hazardous wastes (paint, oil, flammables, hot ash, etc.)
- Dirt, Stone, Concrete, Rock
- Medical Wastes
- Materials from fires, floods or evictions
- Tires
- Pesticides/Insecticides
- Antifreeze
- Electronics

The Will County Land Use Department holds several recycling events for hazardous wastes, electronics, and tires throughout the year. Visit www.willcountygren.com for more information or call (815) 727-8834. The Village of Lemont also holds two recycling events annually, in the Fall and Spring. Visit www.lemont.il.us for more information or call (630) 257-1590.

Observed Holidays

Waste Management only observes the following holidays. When your pickup falls on or after one of these holidays, your pickup will be one day late during that week.

NEW YEAR'S DAY	MEMORIAL DAY	FOURTH OF JULY
LABOR DAY	THANKSGIVING DAY	CHRISTMAS DAY

Senior Citizen Discount

Lemont Residents that are 65 or older may receive a \$2.00 per month discount off of the monthly rate. Residents can either mail or fax a document that shows name, address (must match service address) and date of birth. Acceptable IDs include drivers licenses and FOID cards or other official document that matches the service address. The mailing address is 1411 Opus Pl Suite 400 Downers Grove attn: Senior Discount or via fax at 866-863-4834

WM ezPay

Waste Management provides for simplified payment method for your quarterly bill. Just log on to www.wm.com, create a User ID and password for easy access to make payments, update account information, and review payment history. WM ezPay accepts checking accounts, saving accounts, Visa, MasterCard, American Express and Discover Card.



THINK GREEN®



THINK GREEN®



Cart Recycling Service

All households will receive a cart for recycling. Recycling will be collected on the same day as refuse, but at different times of the day. The following items may be recycled:

Chipboard and Boxboard



Brown Paper Bags



Phone Books, Books, Catalogs and Magazines



Newspapers



Paper Cardboard, Dairy and Juice Containers



Junk Mail
Including envelopes



Glass Bottles and Jars



Office and School Paper



Cardboard
Collapse boxes. Cut large boxes down to 2'x2'



Plastic Bottles and Containers #1-#5
Return plastic bags to retail store collections



Aluminum Foil and Cans



Tin or Steel Cans



Follow these simple instructions in preparing your materials for recycling.

- Containers should be empty and rinsed free of excess liquids & food residue.
- Please dispose of all caps before placing in the cart.

Do NOT recycle the following:

- Utensils
- Plates
- Toys
- Garden Hoses
- Lightbulbs
- Fire Extinguishers
- Propane/Helium Tanks
- Hangers/Wire
- Batteries
- Aerosol Cans
- Mirrors
- Electronics

For further information, please contact Waste Management at 1-800-796-9696.



THINK GREEN.®



Waste Management
1411 Opus Place, Suite 400
Downers Grove, IL 60515



IMPORTANT INFORMATION INSIDE
about your residential Refuse, Recycling,
& Yard Waste service.

Printed on post-consumer recycled paper.



THINK GREEN.®



The Village of Lemont

Refuse, Recycling,
& Yard Waste Program

Waste Management Resident Log 2013

Comments

I just read the Village News and you wanted input regarding Waste Management. I think Waste Management has done a good job overall. I am especially glad we do not have to buy stickers for lawn clipping bags, although I do rent the grey recycler tote because of lack of space to put bags until pick up day. I was furious that Waste Management was charging a \$4.00 fee for them to send me a bill so I could in turn pay them which did not make a whole lot of sense and I called them and the Village regarding this issue. Its bad enough when they charge us a fuel surcharge when gas was high as I thought we had a contract. I have a rental house that is empty and they wanted me to pay for garbage service for the house when there is no garbage because of the contract and after many phone calls I had to put it on vacation hold which doesn't make a lot of sense either, since I had a neighbor who didn't have garbage service and put their garbage in other peoples. Calling Waste Management didn't help as they said call the Village, which my other neighbor did and was told to try and work it out with the neighbor. I think each house that has someone living in them should have garbage service and the contract should state that, but if a house isn't being rented or is being renovated or put up for sale I think the contract should allow for some circumstances.

Overall Waste Management has done a great job and most of my problem has been with some of the billing issues.

My husband and I moved to Lemont 3 years ago from Chicago. Obviously the biggest adjustment for us was having to pay for garbage collection (although I'm sure we were paying for it in other ways!). However, the \$60 for every 3 months is worth it in terms of service, efficiency and overall reliability. I especially like the yard waste service as we have a large yard with many trees and are constantly maintaining our lawns and trees. If this wasn't provided through the Village I would have to obtain it on my own.

Unless you can find a comparable vendor in terms of services I see no reason for the Village to switch. If WM is intimating it will increase the rates, I think you need to compare cost savings to the service your constituents receive.

On a side note, I did not know the refuse services were under review as the June Lemont Villager did not arrive in my mailbox until today, July 9th. Over half of the events and special date driven news had already passed in April, May and June. I guess we are supposed to go to the website for our news as we certainly can't rely on the reliability of the Village Newsletter. (Feel free to pass along to the appropriate individuals).

To Whom It May Concern,

At the end of the village's contract with Waste Management, is it possible to open it up to individual homeowners? I do understand why the village likes to have one company picking up refuse; however, it is a monopoly. The charge for Waste Management's monthly pickup is outrageous. It is unfair for me as a single homeowner to pay the same rate as if I was a family. I don't even have the option of

canceling my service and using my refuse at my business. Having choices available to homeowner's in Lemont will help keep our expenses down.

Your time and consideration in this matter is greatly appreciated.

Keep them. They are #1 in my book. When there are issues, they take care of it and don't complain. My son lives in Lisle and they have Republic Services and have nothing but problems with their service. Please, please keep them.

We do not have any complaints regarding Waste Management's level of service. We have lived in Lemont for over 14 years and, understandably, there have been a number of increases. We recently received an invoice for \$71.76 for three months.

Our bill in January was \$64.56, so this is a significant increase. Is this competitive with other disposal service's prices? You already know this, but perhaps the Village needs to negotiate a better price or change providers.

We appreciate your efforts.

I don't have a problem with Waste Management's service, but I do have a problem with the TEN percent increase in the cost of their service. My income has never been increased yearly by anything like that during my whole lifetime. And now in retirement, any increase I get is a pittance.

The only thing I would like to see changed would be to increase the size of the recycling totes. Every week we end up throwing away recycling because the recycle bin is full. I would highly recommend increasing the size of the recycling binds to 96 gallons, the same as the garbage bins.

I am a Lemont resident for 25 years. Not sure if the decision on Waste Management has been made, but I wanted to get my opinion out there.

While their service has been good, the cost of the service has nearly tripled since we converted from Citiwaste in 2002 (only 11 years ago). My pay hasn't increased in the last 15 years, but they have pretty regularly upped their price very year by about \$17 per year.

Year	Qtr	Annl	Increase	Percent Increase
2013	\$ 77.76	\$ 311.04	\$ 203.28	289%
2012	\$ 74.85	\$ 299.40	\$ 191.64	278%
2011	\$ 70.56	\$ 282.24	\$ 174.48	262%
2010	\$ 66.30	\$ 265.20	\$ 157.44	246%
2009	\$ 59.73	\$ 238.92	\$ 131.16	222%
2008	\$ 56.52	\$ 226.08	\$ 118.32	210%
2007	\$ 53.70	\$ 214.80	\$ 107.04	199%
2006	\$ 43.74	\$ 174.96	\$ 67.20	162%
2005	\$ 41.64	\$ 166.56	\$ 58.80	155%
2004	\$ 37.80	\$ 151.20	\$ 43.44	140%
2003	\$ 35.97	\$ 143.88	\$ 36.12	134%
2002	\$ 26.94	\$ 107.76	\$ 0.00	100%

Ciitwaste

I realize the cost of gas has gone up and maybe the cost of landfills and recycling, and they do a good job, but If we decide to keep them, we should be able to negotiate some better rates.

I would like to strongly recommend that a new waste hauling contract establish a sticker system like so many surrounding communities have done for years now. Such a system would make the expense to the homeowner proportional to the amount of waste generated and also encourage high users to recycle more. It is the fairest way to handle waste pickup.

	<p>As you might expect, I am a single person living in a townhome. I could easily limit my waste to one pickup a quarter using the container I currently have from WM. I also recycle whenever possible. It seems unfair that I should pay the same rate as a family that may generate many time more waste.</p> <p>Please seriously consider my recommendation as I am sure there will be many others with a view similar to mine.</p> <p>Sincerely,</p> <p>Michael J. Vogel 12246 Sumner St. Lemont, IL 60439</p>
	<p>Resident complaint of early start time at 6a.m. and waking up sleeping children. The 6am start time is in the contract.</p>