

Village of Lemont

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen

Administrator
George J. Schafer



Trustees

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

VILLAGE BOARD MEETING
December 9, 2013 – 7:00 PM
Village Hall – 418 Main Street

AGENDA

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA (RC)**
 - A. APPROVAL OF MINUTES**
 - 1. NOVEMBER 25, 2013 VILLAGE BOARD MEETING MINUTES**
 - B. APPROVAL OF DISBURSEMENTS**
 - C. APPOINTMENT OF MATT BRADY TO THE LIQUOR CONTROL REVIEW BOARD**
 - D. ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$5,690,000 WATERWORKS AND SEWERAGE BONDS, SERIES 2004 (ALTERNATIVE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS (ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
 - E. ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,525,000 GENERAL OBLIGATION BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS (ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
 - F. ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,825,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS (ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
 - G. ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$4,290,000 GENERAL OBLIGATION (T.I.F.) REFUNDING BONDS, SERIES 2005A (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS (ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**

- H. **ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- I. **ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE), AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- J. **Ordinance ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- K. **Ordinance ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$5,000,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS (ALTERNATE REVENUE SOURCE), SERIES 2010A AND BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- L. **Ordinance ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- M. **Ordinance ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2012 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**

IV. MAYOR'S REPORT

- A. **MURAL DEDICATION**
- B. **PROCLAMATION - DECEMBER DRUNK AND DRUGGED DRIVING PREVENTION MONTH (VV)**
- C. **AUDIENCE PARTICIPATION**

V. CLERK'S REPORT

- A. **CORRESPONDENCE**
- B. **ORDINANCES**
 - 1. **ORDINANCE FOR THE LEVYING AND ASSESSING OF TAXES FOR THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, FOR THE CURRENT FISCAL YEAR COMMENCING MAY 1, 2013, ADOPTED BY THE PRESIDENT AND**

**BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**

- 2. ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- 3. ORDINANCE ESTABLISHING A STREET LIGHTING TAX (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- 4. ORDINANCE AMENDING TITLE 13 OF THE LEMONT, ILLINOIS MUNICIPAL CODE
RELATING TO DELINQUENT PAYMENT; SERVICE SHUTOFF CONDITIONS (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**

C. RESOLUTIONS

- 1. RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS OFFICE OF THE COMPTROLLER (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- 2. RESOLUTION APPROVING THE WAIVER OF LATE FEES FOR OUTSTANDING FINES
IMPOSED DUE TO VIOLATIONS OF CERTAIN ORDINANCES (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**
- 3. RESOLUTION AMENDING PERSONNEL MANUAL (RC)
(ADMINISTRATION)(REAVES)(SCHAFFER/DONAHUE)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION (RC)

XIII. ACTION ON CLOSED SESSION ITEM

XIV. MOTION TO ADJOURN (RC)

**MINUTES
VILLAGE BOARD MEETING
November 25, 2013**

The regular meeting of the Lemont Village Board was held on Monday, November 25, 2013, at 7:00 p.m., presided by Mayor Brian Reaves.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. Approval of October 28, 2013 Village Board Meeting Minutes.
2. Approval of October 21, 2013 Committee of the Whole Minutes
3. Approval of November 18, 2013 Committee of the Whole Minutes

B. Approval of Disbursements

C. Ordinance O-42-13 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Decreasing Number of Class A-3 Liquor Licenses)

D. Ordinance O-43-13 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class C-1 Liquor Licenses)

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

IV. MAYOR'S REPORT

A. Oath of Office for Police Officer Joseph Buczyna Promotion to Sergeant

B. Public Hearing – Tax Levy. Motion by Sniegowski, seconded by Blatzer, to open Public Hearing at 7:14 p.m. Motion to close Public Hearing Sniegowski, seconded by Miklos at 7:21 p.m. VV 5 ayes, Motion Passed. Virgilio absent.

C. Amended Legal Engagement Agreement Between The Village of Lemont and Tressler, LLP. Motion to approve made by Chialdikas, seconded by Blatzer to approve said agreement. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion Passed. Virgilio absent.

D. Audience Participation - None

V. CLERK'S REPORT

A. Ordinances

1. **Ordinance O-44-13 Granting a Variation to Allow a 4ft Decorative Fence in the Front Yard at 706 Hickory Street in Lemont, IL.** Motion by Blatzer, seconded by Stapleton, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion

Passed. Virgilio absent.

2. Ordinance O-45-13 Amending Title 11 of the Lemont, Illinois Municipal Code Relating to the Immobilization of Vehicles. Motion by Miklos, seconded by Blatzer, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion Passed. Virgilio absent.

3. Ordinance O-46-13 Amending Title 15 of the Lemont, Illinois Municipal Code Relating to the Building Code. Motion by Chialdikas, seconded by Stapleton, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion Passed. Virgilio absent.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

Trustee Stapleton – Dollar Store will open at 8:00 a.m. on November 26th.
Hometown Holiday is on December 7th from 3-7 PM.
Midnight Madness is on December 13th.

IX. STAFF REPORTS

Public Works – Striping is complete on First Street. A 3-way stop is in at Schultz and First Street.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Collective Bargaining, Liquor Commission Appointment and Setting the Price of Real Estate. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion Passed. Virgilio absent.

XIV. ACTION ON CLOSED SESSION ITEMS

XV. MOTION TO ADJOURN

There being no further business, a motion was made by Stapleton, seconded by Blatzer, to adjourn the meeting at 8:25 p.m. Voice vote: 5 ayes. Motion passed. Virgilio absent.

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: Clearing - Accounts Payable						
Check	12/09/2013	7511	Accounts Payable	Aftermath, Inc.		210.00
	Invoice		Date	Description		Amount
		JC2013-1511	11/18/2013	clean-up		105.00
		JC2013-1510	11/18/2013	clean-up		105.00
Check	12/09/2013	7512	Accounts Payable	Amalgamated Bank of Chicago		514,981.25
	Invoice		Date	Description		Amount
		14-01-01 4775	12/01/2013	Series 2012 BI #4775		93,610.00
		14-01-01 2239	12/01/2013	Series 2004 BI #2239		421,371.25
Check	12/09/2013	7513	Accounts Payable	American Public Works Association		644.00
	Invoice		Date	Description		Amount
		13-11-19	11/19/2013	membership renewal - 2/1/14-1/31/15		644.00
Check	12/09/2013	7514	Accounts Payable	Applied Ecological Services, Inc.		15,405.40
	Invoice		Date	Description		Amount
		27331	10/31/2013	10-0381 Long Run Creek		4,924.20
		26860	08/29/2013	10-0381 Long Run Creek		8,379.80
		27064	09/30/2013	10-0381 Long Run Creek		2,101.40
Check	12/09/2013	7515	Accounts Payable	Arrow Construction Supply Co.		180.00
	Invoice		Date	Description		Amount
		1181	11/21/2013	Materials & Supplies-maintenance, safety, hardware, uniforms		180.00
Check	12/09/2013	7516	Accounts Payable	AT&T Illinois		716.94
	Invoice		Date	Description		Amount
		63024304481113	11/13/2013	630 243-0448 146 1 chestnut crossing l/s		57.58
		63024304591113	11/13/2013	630 243-0459 681 3 oak tree l/s		62.04
		63024373751113	11/13/2013	630 243-7375 749 4 art & culture commission		90.81
		63024317391113	11/13/2013	630 243-1739 155 8 well #6		142.39
		63024312301113	11/13/2013	630 243-1230 805 2 eagle ridge l/s		58.54
		63024314681113	11/13/2013	630 243-1468 926 9 parking garage		130.13
		63024316091113	11/13/2013	630 243-1609 403 9 kohls-target l/s		56.72
		63025752711113	11/25/2013	630 257-5271 183 5 harpers grove l/s		57.66
		63025759361113	11/25/2013	630 257-5936 976 9 well #4		61.07
Check	12/09/2013	7517	Accounts Payable	Atlas Business Solutions, Inc.		907.20
	Invoice		Date	Description		Amount
		INVC078773	11/20/2013	Schedule Anywhere software subscription		907.20

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/09/2013	7518	Accounts Payable	Avalon Petroleum Company		5,606.90
	Invoice		Date	Description		Amount
		550913	11/23/2013	1900 gals unl fuel		5,606.90
Check	12/09/2013	7519	Accounts Payable	Avaya Financial Services		918.81
	Invoice		Date	Description		Amount
		24312299	12/02/2013	753-1285532-003 - phone system lease		918.81
Check	12/09/2013	7520	Accounts Payable	Azavar Audit Solutions		2,252.95
	Invoice		Date	Description		Amount
		9803	12/01/2013	Dec 2013 utility audit contingency prmt		2,252.95
Check	12/09/2013	7521	Accounts Payable	Battery Service Corp.		277.47
	Invoice		Date	Description		Amount
		239278	11/25/2013	battery, parts		199.97
		239376	11/27/2013	battery		77.50
Check	12/09/2013	7522	Accounts Payable	Bode , Denise G		250.00
	Invoice		Date	Description		Amount
		13-11-19	11/19/2013	11/18/13, 11/19/13 presentation		250.00
Check	12/09/2013	7523	Accounts Payable	C.E.S. (City Electric Supply Co-MA)		658.15
	Invoice		Date	Description		Amount
		021294	11/22/2013	street light parts		658.15
Check	12/09/2013	7524	Accounts Payable	Carey C. Cosentino, PC		2,000.00
	Invoice		Date	Description		Amount
		13-12-01	12/01/2013	Nov 2013 legal service		2,000.00
Check	12/09/2013	7525	Accounts Payable	Chicago Materials Corp.		757.37
	Invoice		Date	Description		Amount
		92427MB	11/14/2013	blacktop		532.69
		92432MB	11/19/2013	blacktop		224.68
Check	12/09/2013	7526	Accounts Payable	Chicago Parts Sound, LLC		1,462.66
	Invoice		Date	Description		Amount
		557045	11/19/2013	parts		394.75
		557483	11/21/2013	parts		168.16
		557803	11/22/2013	seat repair		195.00
		559048	11/30/2013	parts		354.75
		558485	11/26/2013	seat repair		350.00

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/09/2013	7527	Accounts Payable	Collision Revision, Inc.		2,178.60
	Invoice		Date	Description		Amount
		534052	11/25/2013	repair LEMA 2001 Dodge 4x4		2,178.60
Check	12/09/2013	7528	Accounts Payable	Commonwealth Edison Company		2,279.34
	Invoice		Date	Description		Amount
		13-11-27	11/27/2013	WalkerMmCarthy street light agreement		2,279.34
Check	12/09/2013	7529	Accounts Payable	Cook County Recorder of Deeds		272.00
	Invoice		Date	Description		Amount
		INV272093013	09/30/2013	Sep 2013 recordings		272.00
Check	12/09/2013	7530	Accounts Payable	Cook County Sheriff's PD		850.00
	Invoice		Date	Description		Amount
		13-1202-13	11/26/2013	supervision training - j buczyrna		850.00
Check	12/09/2013	7531	Accounts Payable	Cook County Treasurer		3,180.00
	Invoice		Date	Description		Amount
		13-10-30	10/30/2013	2013 CABS		3,180.00
Check	12/09/2013	7532	Accounts Payable	Crawford, Murphy, Tilly, Inc.		1,781.00
	Invoice		Date	Description		Amount
		98356	10/17/2013	CSO monitoring		685.00
		98771	11/18/2013	CSO monitoring		1,096.00
Check	12/09/2013	7533	Accounts Payable	Cross Points Sales, Inc.		585.00
	Invoice		Date	Description		Amount
		18837	11/15/2013	FAS lease 1st qtr - 416 Main St		585.00
Check	12/09/2013	7534	Accounts Payable	Crowley-Sheppard Asphalt, Inc.		117,081.62
	Invoice		Date	Description		Amount
		13073-2	11/26/2013	First St widening		117,081.62
Check	12/09/2013	7535	Accounts Payable	Currie Motors		65,883.30
	Invoice		Date	Description		Amount
		H7590	11/14/2013	2014 ford F550 dump truck - PO# 1986		65,883.30
Check	12/09/2013	7536	Accounts Payable	Davis Concrete Construction Co.		12,863.16
	Invoice		Date	Description		Amount
		13277-1	11/19/2013	Mayfair Estates payment estimate no. 1		12,863.16
Check	12/09/2013	7537	Accounts Payable	De Lage Landen Public Finance		602.00

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				20337116	11/27/2013	629642 - Canon copiers	602.00
Check	12/09/2013	7538	Accounts Payable	Dustcatchers, Inc.			61.90
				Invoice	Date	Description	Amount
				72409	11/28/2013	carpet mat service	61.90
Check	12/09/2013	7539	Accounts Payable	EJ USA, Inc.			631.33
				Invoice	Date	Description	Amount
				3661076	11/19/2013	water clamps	631.33
Check	12/09/2013	7540	Accounts Payable	Elite Transmission			2,668.03
				Invoice	Date	Description	Amount
				8677	11/25/2013	repair 081	2,668.03
Check	12/09/2013	7541	Accounts Payable	Emergency Vehicle Technologies			17,499.65
				Invoice	Date	Description	Amount
				2764	11/27/2013	installation - new vehicle 14-2	8,482.00
				2763	11/27/2013	installation - new vehicle 14-1	9,017.65
Check	12/09/2013	7542	Accounts Payable	Fleet Safety Supply			182.65
				Invoice	Date	Description	Amount
				59074	11/20/2013	batteries	182.65
Check	12/09/2013	7543	Accounts Payable	Frank Novotny & Associates, Inc.			30,911.84
				Invoice	Date	Description	Amount
				11120-10	11/01/2013	Bell Rd utility extension	4,028.00
				13186-2	11/01/2013	Bell Rd utility extension	5,335.50
				10041-15	11/01/2013	Illinois St rehab	2,805.38
				13142-2	11/01/2013	MWRD lease engineering	602.50
				05284-5	11/01/2013	127th St engineering	223.50
				05382-18	11/01/2013	Glens engineering	1,381.50
				06028.GE-35	11/01/2013	general engineering	1,490.00
				13044-2	11/01/2013	CDBG application	74.50
				13040-2	11/01/2013	Gateway TIF engineering	596.00
				13246-1	11/01/2013	MWRD lease	405.00
				13366-1	11/01/2013	Mansell engineering	304.50
				13323-1	11/01/2013	Athen Knolls subdivision	967.00
				12116-5	11/01/2013	Briarcliffe Townhouses	113.00
				12387-2	11/01/2013	Kettering subdivision	6,650.96

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		13309-1		11/01/2013	Park District pathways	74.50
		13237-1		11/01/2013	Birch Path P.U.D.	372.50
		12158-4		11/01/2013	Art Logistics	149.00
		06172-6		11/01/2013	Bella Strada condos	146.00
		05413-7		11/01/2013	Woodglen P.U.D.	393.00
		04305-7		11/01/2013	Crossing Creek subdivision	74.50
		04151-14		11/01/2013	Krystyna's Crossing subdivision	74.50
		13227-1		11/01/2013	11295 Lemont Rd (Westway Bus)	149.00
		13240-1		11/01/2013	508 E Illinois St Development	372.50
		13103-3		11/01/2013	East St Townhome project	857.00
		13234-1		11/01/2013	Walus Resubdivision	223.50
		13286-1		11/01/2013	Blaze Rugby Complex Addition	74.50
		13357-1		11/01/2013	franciscan Sisters Admin Bldg addition	149.00
		13281-1		11/01/2013	St Pat's Parking addition	149.00
		13284-1		11/01/2013	PAV Property Development	447.00
		13165-2		11/01/2013	Timberline Knolls Partial Healthcare Program Building	2,229.00
Check	12/09/2013	7544	Accounts Payable	Frantik , Peter		628.00
		Invoice		Date	Description	Amount
		13-11-26		11/26/2013	install board room mural	628.00
Check	12/09/2013	7545	Accounts Payable	Grainger		24.43
		Invoice		Date	Description	Amount
		9301611712		11/21/2013	ammonia bottles	24.43
Check	12/09/2013	7546	Accounts Payable	Greater Cook County Council of Police Chiefs		50.00
		Invoice		Date	Description	Amount
		2014		12/03/2013	membership dues - K Shaughnessy	50.00
Check	12/09/2013	7547	Accounts Payable	Homer Industries, LLC		425.00
		Invoice		Date	Description	Amount
		S60510		11/18/2013	dumping fees	50.00
		S60520		11/19/2013	dumping fees	25.00
		S60580		11/21/2013	dumping fees	75.00
		S60553		11/20/2013	dumping fees	75.00
		S60555		11/20/2013	dumping fees	50.00
		S60549		11/20/2013	dumping fees	100.00
		S60622		11/25/2013	dumping leaves	50.00
Check	12/09/2013	7548	Accounts Payable	Illinois Association of Chiefs of Police		370.00

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				2014	12/02/2013	membership renewal - Tully, Smith, Shaughnessy	370.00
Check	12/09/2013	7549	Accounts Payable	Illinois Government Finance Officers Association			190.00
				Invoice	Date	Description	Amount
				6932321	12/04/2013	year-end payroll training - T Friedley	60.00
				6932234	12/04/2013	year-end payroll training - C Smith	60.00
				6932260	12/04/2013	year-end payroll training - E Donahue	70.00
Check	12/09/2013	7550	Accounts Payable	Illinois Public Safety Agency Network			120.00
				Invoice	Date	Description	Amount
				039004	11/05/2013	LEADS - communications	120.00
Check	12/09/2013	7551	Accounts Payable	Illinois State Police			30.00
				Invoice	Date	Description	Amount
				381309532	12/03/2013	SOR - C Piasecki	30.00
Check	12/09/2013	7552	Accounts Payable	Illinois State Treasurer			5.00
				Invoice	Date	Description	Amount
				381309532	12/03/2013	SOR - C Piasecki	5.00
Check	12/09/2013	7553	Accounts Payable	Johnson, Depp & Quisenberry, PSC			1,020.00
				Invoice	Date	Description	Amount
				13-11-13	11/13/2013	OAN consulting	1,020.00
Check	12/09/2013	7554	Accounts Payable	Jonikas , Alvydas J.			5,000.00
				Invoice	Date	Description	Amount
				120512	11/21/2013	landscape bond refund - 1515 Magdalena Dr	5,000.00
Check	12/09/2013	7555	Accounts Payable	Kelbus , Susan			526.95
				Invoice	Date	Description	Amount
				13-12-04	12/04/2013	2012 property tax rebate	526.95
Check	12/09/2013	7556	Accounts Payable	Kustom Signals, Inc.			48.08
				Invoice	Date	Description	Amount
				490236	11/13/2013	chargers	48.08
Check	12/09/2013	7557	Accounts Payable	Lemont High School Dist 210			190.00
				Invoice	Date	Description	Amount
				13-12-04	12/04/2013	JA Lemontopoly game board project	190.00

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/09/2013	7558	Accounts Payable	M/I Homes of Chicago		11,000.00
	Invoice		Date	Description		Amount
		120725	11/22/2013	Temporary bond refund - 16717 Brighton Dr		500.00
		120772 (L)	11/26/2013	landscape bond refund - 16705 Brighton Dr		10,000.00
		120722 (T)	11/26/2013	temporary bond refund - 16705 Brighton Dr		500.00
Check	12/09/2013	7559	Accounts Payable	Macke Water Systems, Inc.		109.70
	Invoice		Date	Description		Amount
		877242	11/26/2013	146998 - coffee service supplies		109.70
Check	12/09/2013	7560	Accounts Payable	Marth Construction		6,500.00
	Invoice		Date	Description		Amount
		120838	11/22/2013	cleanup bond refund - 12900 Waterford Dr		1,000.00
		120838 (L)	11/22/2013	Landscape bond refund - 12900 Waterford Dr		5,000.00
		120838 (T)	11/22/2013	Temporary bond refund - 12900 Waterford Dr		500.00
Check	12/09/2013	7561	Accounts Payable	Martin Implement Sales		3,954.36
	Invoice		Date	Description		Amount
		R02508	11/13/2013	HC Quarry project equipment rental		2,254.26
		R02509	11/13/2013	HC Quarry project equipment rental		1,700.10
Check	12/09/2013	7562	Accounts Payable	Martino Concrete Company		25,010.25
	Invoice		Date	Description		Amount
		1409	11/23/2013	water leak repairs		6,247.75
		1410	11/23/2013	repair hazardous sidewalks		18,762.50
Check	12/09/2013	7563	Accounts Payable	McMaster-Carr Supply Co.		101.79
	Invoice		Date	Description		Amount
		66385022	11/21/2013	drop cloth		101.79
Check	12/09/2013	7564	Accounts Payable	Menards		206.55
	Invoice		Date	Description		Amount
		31726	11/25/2013	holiday lights minus credit adj for sale price		13.63
		31552	11/22/2013	GFI outlets		192.92
Check	12/09/2013	7565	Accounts Payable	Metropolitan Fire Protection, Inc.		325.00
	Invoice		Date	Description		Amount
		32000	11/20/2013	replaced fire alarm visual strobe		325.00
Check	12/09/2013	7566	Accounts Payable	Metropolitan Industries Inc		12,832.00
	Invoice		Date	Description		Amount

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		0000279198				115.00
		0000279325				12,717.00
Check	12/09/2013	7567	Accounts Payable	Napa Auto Parts		216.94
		Invoice	Date	Description		Amount
		520164		parts		70.92
		077426		parts subscription service		146.02
Check	12/09/2013	7568	Accounts Payable	NiCor Gas		213.82
		Invoice	Date	Description		Amount
		13/11-8700 1		93-56-54-8700 1 smith farms l/s		23.11
		13/11-9589 2		37-62-87-9589 2 target-kohls l/s		23.11
		13/11-2382 4		88-84-93-2382 4 glens of connemara		24.30
		13/11-2000 8 (2)		37-54-52-2000 8 well #3		143.30
Check	12/09/2013	7569	Accounts Payable	North American Salt Co.		2,218.01
		Invoice	Date	Description		Amount
		71055939		well #3 salt		2,218.01
Check	12/09/2013	7570	Accounts Payable	Occupational Health Centers of Illinois. P.C.		321.00
		Invoice	Date	Description		Amount
		1007807038		employee exam		107.00
		1007818868		employee exams		214.00
Check	12/09/2013	7571	Accounts Payable	Office of the Illinois Attorney General		30.00
		Invoice	Date	Description		Amount
		381309532		SOR - C Piasecki		30.00
Check	12/09/2013	7572	Accounts Payable	OfficeMax Incorporated		274.58
		Invoice	Date	Description		Amount
		958863		office supplies		25.99
		861646		office supplies		248.59
Check	12/09/2013	7573	Accounts Payable	Olde English Gardens		4,425.00
		Invoice	Date	Description		Amount
		3666		Front St & P.D. bi-weekly maint, Preen - May thru Oct		4,425.00
Check	12/09/2013	7574	Accounts Payable	Otis Elevator Co		1,550.25
		Invoice	Date	Description		Amount
		101000253281		credit memo		(806.49)

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		CYS05393713		07/01/2013	305887 - 7/1/13-9/30/13 maint agree	806.49
		101000277776		10/02/2013	305887 - 4/1/13-6/30/13 maint agree	743.76
		CYS05393A13		10/01/2013	305887 - 10/1/13-12/31/13 maint agree	806.49
Check	12/09/2013	7575	Accounts Payable	P. F. Pettibone & Co.		149.10
		Invoice		Date	Description	Amount
		29147		11/27/2013	file stickers	149.10
Check	12/09/2013	7576	Accounts Payable	Pelen , Laura		2,730.00
		Invoice		Date	Description	Amount
		VOL 2013-102		11/30/2013	Brand Strategy Development	2,730.00
Check	12/09/2013	7577	Accounts Payable	Portable John Inc		392.00
		Invoice		Date	Description	Amount
		A-188846		09/30/2013	Heritage Quarries potties - 9/3/13-10/28/13	392.00
Check	12/09/2013	7578	Accounts Payable	Quill Corporation		89.98
		Invoice		Date	Description	Amount
		7483376		11/25/2013	blank check stock	89.98
Check	12/09/2013	7579	Accounts Payable	Quinlan Security Systems		521.40
		Invoice		Date	Description	Amount
		13507		12/01/2013	p.w. alarm system maintenance contract	521.40
Check	12/09/2013	7580	Accounts Payable	Rag's Electric		24,116.86
		Invoice		Date	Description	Amount
		9134		11/12/2013	Metra Lot electrical service	108.50
		9174		11/25/2013	replace street light	3,958.23
		9162		11/26/2013	street light parts	280.68
		9145		11/20/2013	street light parts	243.30
		8983		10/07/2013	well #6 transformer	19,526.15
Check	12/09/2013	7581	Accounts Payable	Rainbow Printing		3,029.65
		Invoice		Date	Description	Amount
		410142		11/22/2013	payment authorization stamps	173.70
		410153		12/02/2013	newsletter	2,855.95
Check	12/09/2013	7582	Accounts Payable	Ray O'Herron Co., Inc.		900.00
		Invoice		Date	Description	Amount
		1336038-IN		11/26/2013	ammunition	900.00
Check	12/09/2013	7583	Accounts Payable	Rod Baker Ford		141.83

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				124485	11/29/2013	parts	141.83
Check	12/09/2013	7584	Accounts Payable	RR Donnelley			193.88
				Invoice	Date	Description	Amount
				135098933	11/22/2013	1099 and W-2 forms	193.88
Check	12/09/2013	7585	Accounts Payable	Rzonca , James			150.00
				Invoice	Date	Description	Amount
				13-11-20	11/20/2013	board room drywall repair	150.00
Check	12/09/2013	7586	Accounts Payable	Schindler Elevator Corp.			2,889.63
				Invoice	Date	Description	Amount
				8103611079	12/01/2013	contract # 4100062320	2,889.63
Check	12/09/2013	7587	Accounts Payable	Sikich, LLP			9,624.75
				Invoice	Date	Description	Amount
				171977	11/22/2013	Oct 2013 financial consulting	6,790.00
				169596	10/21/2013	Sep 2013 financial consulting	2,834.75
Check	12/09/2013	7588	Accounts Payable	Snap-On Industrial			485.45
				Invoice	Date	Description	Amount
				21246978	11/18/2013	scan tool update	485.45
Check	12/09/2013	7589	Accounts Payable	Sosin & Arnold, Ltd.			1,000.00
				Invoice	Date	Description	Amount
				81980	10/31/2013	adjudication fees	1,000.00
Check	12/09/2013	7590	Accounts Payable	Southwest Digital Printing, Inc.			50.00
				Invoice	Date	Description	Amount
				12-10ma	12/01/2013	Dec 2013 plotter maintenance	50.00
Check	12/09/2013	7591	Accounts Payable	Standard Industrial & Auto Equip, Inc.			250.00
				Invoice	Date	Description	Amount
				INV-2709	11/20/2013	air dryer service	250.00
Check	12/09/2013	7592	Accounts Payable	Standard Insurance Company			912.53
				Invoice	Date	Description	Amount
				13-11-18	11/18/2013	Dec 2013 short-term disability ins prems	912.53
Check	12/09/2013	7593	Accounts Payable	Surefire Auto Parts			1,030.21

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				325378	11/01/2013	parts	151.90
				325826	11/05/2013	supplies	50.50
				325994	11/06/2013	parts	17.98
				327336	11/15/2013	parts	156.16
				327767	11/18/2013	parts	75.59
				328067	11/20/2013	parts	16.52
				328369	11/22/2013	parts	61.82
				328445	11/22/2013	heat gun	99.95
				328701	11/25/2013	parts	110.19
				328745	11/25/2013	parts	10.07
				328433	11/22/2013	parts	30.62
				328951	11/26/2013	parts	73.51
				329007	11/27/2013	parts	175.40
Check	12/09/2013	7594	Accounts Payable	Terminal Supply Co.		157.22	
				Invoice	Date	Description	Amount
				74176-00	11/25/2013	parts	157.22
Check	12/09/2013	7595	Accounts Payable	The Emblem Authority		1,647.50	
				Invoice	Date	Description	Amount
				15048	11/06/2013	uniform patches	1,647.50
Check	12/09/2013	7596	Accounts Payable	Thompson Elevator Inspection Service, Inc.		450.00	
				Invoice	Date	Description	Amount
				13-3804	11/21/2013	parking garage elevator inspection	300.00
				13-3803	11/21/2013	v.h. elevator inspection	150.00
Check	12/09/2013	7597	Accounts Payable	TigerDirect, Inc.		1,111.71	
				Invoice	Date	Description	Amount
				J53742840102	10/31/2013	p.d. filemaker maintenance	1,065.20
				J53692820101	10/09/2013	computer equipment	46.51
Check	12/09/2013	7598	Accounts Payable	TKB Associates, Inc		3,968.00	
				Invoice	Date	Description	Amount
				10545	11/12/2013	scanners for p.d.	3,668.00
				10519	10/29/2013	p.d. LaserFiche training	300.00
Check	12/09/2013	7599	Accounts Payable	Tressler, LLP		6,738.43	
				Invoice	Date	Description	Amount

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		333653/657/658		10/31/2013	legal fees	6,738.43
Check	12/09/2013	7600	Accounts Payable	United States Postal Service		3,400.00
		Invoice		Date	Description	Amount
		13-12-02		11/23/2013	postage meter refill	3,400.00
Check	12/09/2013	7601	Accounts Payable	Vavra , Chloe L		200.00
		Invoice		Date	Description	Amount
		13-12-04		12/04/2013	Hometown Holiday facepainting	200.00
Check	12/09/2013	7602	Accounts Payable	Vavra , Sonia M		200.00
		Invoice		Date	Description	Amount
		13-12-04		12/04/2013	Hometown Holiday facepainting	200.00
Check	12/09/2013	7603	Accounts Payable	Village of Orland Park		455.00
		Invoice		Date	Description	Amount
		11304		11/14/2013	Aug, Sep, Oct prisoner housing	455.00
Check	12/09/2013	7604	Accounts Payable	Vision Service Plan		1,134.87
		Invoice		Date	Description	Amount
		13-11-19		11/19/2013	Dec 2013 vision ins prem	1,134.87
Check	12/09/2013	7605	Accounts Payable	Vulcan Materials		602.93
		Invoice		Date	Description	Amount
		30468972		11/19/2013	stone	602.93
Check	12/09/2013	7606	Accounts Payable	Wall , Tim		394.20
		Invoice		Date	Description	Amount
		4267		12/01/2013	website maintenance	199.20
		4268		12/01/2013	Facebook posts	195.00
Check	12/09/2013	7607	Accounts Payable	Warehouse Direct Office Products		320.18
		Invoice		Date	Description	Amount
		2137875-0		11/20/2013	supplies	69.82
		2138261-0		11/20/2013	supplies	48.46
		2132421-0		11/14/2013	supplies	71.88
		2146366-0		11/27/2013	supplies	130.02
Check	12/09/2013	7608	Accounts Payable	Water Resources Inc.		3,796.14
		Invoice		Date	Description	Amount
		28269		11/13/2013	water meters	3,796.14

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 12/09/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/09/2013	7609	Accounts Payable	Wentworth Tire Service, Inc.		434.52
	Invoice		Date	Description		Amount
		429138	11/21/2013	tires		434.52
Check	12/09/2013	7610	Accounts Payable	West Side Tractor Sales		399.53
	Invoice		Date	Description		Amount
		N94875	11/14/2013	parts		259.09
		N94911	11/15/2013	parts		140.44
Check	12/09/2013	7611	Accounts Payable	Wright Express Fleet Services		431.00
	Invoice		Date	Description		Amount
		34982574	11/30/2013	outside fuel purchases		431.00
Check	12/09/2013	7612	Accounts Payable	Yes, You Can! Inc.		695.00
	Invoice		Date	Description		Amount
		121213	11/11/2013	DARE graduation speaker		695.00
Check	12/09/2013	7613	Accounts Payable	Zee Medical Inc.		312.77
	Invoice		Date	Description		Amount
		0100142115	11/22/2013	office supplies		289.53
		0100142138	11/27/2013	safety supplies		23.24
Check	12/09/2013	7614	Accounts Payable	Grist , Daniel		1,000.00
	Invoice		Date	Description		Amount
		060222	12/02/2013	clean up bond refund - 12644 Thornberry Dr		1,000.00
Check	12/09/2013	7615	Accounts Payable	Molitor , Linda		1,448.07
	Invoice		Date	Description		Amount
		1448.07	12/03/2013	reimbursement - Target, OfficeMax, Sam's, Chase Bank		1,448.07
Check	12/09/2013	7616	Accounts Payable	Power Renovation Corp.		1,000.00
	Invoice		Date	Description		Amount
		2013-00010425	12/03/2013	clean up bond refund - 32 W Deer Ln		1,000.00
Clearing Accounts Payable Totals:				Transactions: 106		\$963,611.57
	Checks:	106		\$963,611.57		

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: **2013 Finance Ordinances**

Date: December 9, 2013

BACKGROUND/HISTORY

The tax levy ordinances must be filed with the County Clerks by the last Tuesday of the year. Approval of several financial related Ordinances is the next step to the tax levy process.

1. Ordinances Abating Taxes- Before the Board tonight are ten (10) tax levy abatement ordinances. These ordinances abate taxes related to various alternative revenue bonds the Village has. The Village has enough funds through other dedicated alternative revenues to pay for all debt schedules. For the 2013 Property Tax Levy the total debt service levy for the Village is \$0.
2. 2013 Ordinance for Levying and Assessing of Taxes- On October 21, 2013 staff provided to the board the 2013 Tax Levy Estimate for their consideration. The total levy was formulated by the requirements of PTELL and an estimated new growth component. The public hearing for the tax levy occurred on November 25, 2013. Passage of tonight's Ordinance is the final step to the process.
3. Ordinance establishing a Street and Bridge Tax; Ordinance Establishing a Street Lighting Tax- A Street and Bridge Tax and a Street Lighting Tax is included in the Village's overall 2013 Property Tax Levy. As part of this process, the board must pass these two tax ordinances separately.

RECOMMENDATION

Pass the aforementioned Finance Ordinances.

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON
\$5,690,000 WATERWORKS & SEWERAGE BONDS, SERIES 2004
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$5,690,000 WATERWORKS & SEWERAGE BONDS, SERIES 2004 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-90-04 adopted on the 22nd day of November, 2004 (the "Ordinance"), did provide for the issue of \$5,690,000 Waterworks & Sewerage Bonds, Series 2004 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-90-04 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on
this 9th day of December, 2013.**

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,525,000
GENERAL OBLIGATION BONDS, SERIES 2005
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,525,000 GENERAL OBLIGATION BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-25-05 adopted on the 28^h day of February, 2005 (the "Ordinance"), did provide for the issue of \$1,525,000 General Obligation Waterworks & Sewerage Refunding Bonds, Series 2005 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-25-05 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON
\$1,825,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING
BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,825,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-26-05 adopted on the 28TH day of February, 2005 (the "Ordinance"), did provide for the issue of \$1,825,000 General Obligation Waterworks and Sewerage Refunding Bonds, Series 2005 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-26-05 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON
\$4,290,000 GENERAL OBLIGATION (T.I.F) REFUNDING BONDS,
SERIES 2005A (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$4,290,000 GENERAL OBLIGATION (T.I.F) REFUNDING BONDS, SERIES 2005A (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-31-05 adopted on the 12th day of April, 2005 (the "Ordinance"), did provide for the issue of \$4,290,000 General Obligation (T.I.F.) Refunding Bonds, Series 2005A (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-31-05 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2012 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

Brian K. Reaves, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON
\$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-07 adopted on the 23rd day of July, 2008 (the "Ordinance"), did provide for the issue of \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-58-07 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on
this 9th day of December, 2013.**

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL
OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE),
AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE), AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-108-07 adopted on the 10th day of December, 2007 (the "Ordinance"), did provide for the issue of \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), and \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-108-07 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON
\$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-07-10 adopted on the 9TH day of March, 2010 (the "Ordinance"), did provide for the issue of \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source), (the "Bonds), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-07-10 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on
this 9th day of December, 2013.**

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$5,000,000
GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2010A AND
BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE
VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$5,000,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS (ALTERNATE REVENUE SOURCE), SERIES 2010A AND BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-103-10 adopted on the 13TH day of December, 2010 (the "Ordinance"), did provide for the issue of \$5,000,000 General Obligation Bonds Waterworks and Sewerage Bonds, Series 2010A (Alternate Revenue Source), and Build America Bonds (Direct Payment) (the "Bonds), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-103-10 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL
OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE),
AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-01-12 adopted on the 9th day of January, 2012 (the "Ordinance"), did provide for the issue of \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-01-12 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$3,400,000
GENERAL OBLIGATION BONDS, SERIES 2012C
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 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 10th day
of December, 2012**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-12 adopted on the 27^h day of August, 2012 (the "Ordinance"), did provide for the issue of \$3,400,000 General Obligation Waterworks & Sewerage Refunding Bonds, Series 2012C (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2013 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2013 in Ordinance Number O-58-12 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

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

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

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

WHEREAS, motor vehicle crashes killed 956 people in Illinois during 2012; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the Village of Lemont is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, do hereby proclaim December 2013 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Lemont and do hereby call upon all citizens, business leaders, health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

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

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR THE
CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2013
ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE

2013 TAX LEVY

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR THE
CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2013
ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT**

WHEREAS, the Village Board of the Village of Lemont, Cook, Dupage and Will Counties, Illinois, did on the 22nd Day of April, 2013, pass the ordinance adopting the FY2013-2104 Budget and Capital Improvement Plan for the fiscal year of said Village beginning on the 1st day of May, 2013 and ending on the 30th day of April, 2014, being Ordinance No. 02-20-13, as amended from time to time.

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

Section 1. That the amounts hereinafter set forth or so much thereof as may be authorized by law as may be needed, be and the same are hereby assessed and levied is hereby ascertained to be the sum of \$2,852,531 for the General Corporate Fund, Street & Bridge Fund, Unemployment Insurance Fund, Police Protection Fund, Crossing Guard Fund, Liability Insurance Fund, Workers' Compensation Fund, Audit Fund, Social Security Fund, Police Pension Fund, Garbage Fund, Civil Defense Fund, Street Lighting Fund, Illinois Municipal Retirement Fund, Working Cash Fund, Bonds and Interest Fund and such other purposes as are hereinafter specifically described for the Fiscal Year of the Village of Lemont, Illinois, beginning May 1, 2013 and ending April 30, 2014.

Section 2. That the sum Two Million, Eight Hundred Fifty-Two Thousand, Five Hundred Thirty-One (\$2,852,531), being the total of budgets heretofore legally made which are to be collected for the tax levy of the Village of Lemont for certain corporate expenses of said Village of Lemont as budgeted for the fiscal year beginning May 1, 2013 and ending April 30, 2014 as passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of April 22, 2013, as amended, is hereby levied for the following purposes upon all taxable property of every name, nature, and description within the corporate limits of the Village of Lemont, Cook, Will and Dupage Counties, Illinois:

Total Levy	2013
Corporate	1,231,157
Garbage	0
Police Pension	640,316
IMRF	301,643
Street and Bridge	125,518
Police Protection	180,526
Civil Defense	8,278
Social Security	90,723
Auditing	25,003
Liability Insurance	61,675
Street Lighting	66,009
Crossing Guards	7,778
Working Cash	0
Workers Comp	113,905
Total Levy	2,852,531

Section 3. That the amount levied for each object and purpose appears in EXHIBIT A" in the column after the words "AMOUNT TO BE LEVIED."

Section 4. That the total amount of Two Million, Eight Hundred Fifty-two Thousand, Five Hundred and Thirty-One (\$2,852,531) Dollars is hereby levied and assessed on all property subject to taxation within the Village of Lemont according to the value of said property subject to taxation within the Village of Lemont according to the value of said property as the same is assessed and equalized for State and County purposes.

Section 5. That the Village Clerk of said Village is hereby authorized and directed to certify this Levy and Ordinance and file with the County Clerks of Cook County, DuPage County, and Will County, Illinois as provided by law. Said County Clerks are hereby authorized and directed to extend said taxes that the same may be collected in the manner other general taxes are collected, in manner and form provided by law, and this shall be sufficient authority to do so.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

EXHIBIT A

VILLAGE OF LEMONT- 2013 PROPERTY TAX LEVY

<u>DESCRIPTION</u>	<u>BUDGETED</u> <u>MAY 1, 2013-APRIL 30, 2014</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	<u>TYPE</u>
Section 1- Mayor and Village Board			
Personnel Services	\$57,981	\$0	
Outside Services	4,000	0	
Material and Supplies	0	0	
Total Mayor and Village Board	\$61,981	\$0	
Section 2- Admin/Finance/Legal			
Personnel Services	\$467,674	\$0	
Outside Services	182,279	25,003	<u>Audit Levy</u>
Material and Supplies	24,300	0	
Total Administration/Finance	\$674,253	\$25,003	
Section 3- Engineering			
Personnel Services	\$0	\$0	
Outside Services	39,300	0	
Material and Supplies		0	
Total Engineering	\$39,300	\$0	
Section 4- Public Works			
Personnel Services	\$581,128	\$10,000	<u>Street & Bridge Levy</u>
Outside Services	204,100	90,000	<u>Street & Bridge Levy</u>
Electric Expense Street Lighting	50,000	50,000	<u>Street Lighting Levy</u>
Material and Supplies	186,100	25,518	<u>Street & Bridge Levy</u>
		16,009	<u>Street Lighting Levy</u>
Total Public Works	\$1,021,328	\$191,527	
Section 5- Vehicle Division			
Personnel Services	\$31,513	\$0	
Outside Services	15,100	0	
Material and Supplies	339,000	0	
Total Vehicle Division	\$385,613	\$0	
Section 6- Police Department			
Personnel Services	\$3,403,491	\$1,231,157	<u>Corporate Tax Levy</u>
		180,526	<u>Police Protection Levy</u>
Crossing Guards	8,300	7,778	<u>Crossing Guards Levy</u>
Outside Services	292,941		
Material and Supplies	180,922		
Police Pension	515,000	640,316	<u>Police Pension Levy</u>
Total Police Department	\$4,400,654	\$2,059,777	
Section 7- Building Department			
Personnel Services	\$369,616	\$0	
Outside Services	124,500	0	
Material and Supplies	31,001	0	
Total Building Department	\$525,117	\$0	

VILLAGE OF LEMONT-2013 PROPERTY TAX LEVY

<u>DESCRIPTION</u>	<u>BUDGETED</u> <u>MAY 1, 2013-APRIL 30, 2014</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	<u>TYPE</u>
Section 8- Planning and Economic Dev			
Personnel Services	\$207,399	\$0	
Outside Services	49,000	0	
Material and Supplies	300	0	
Total Planning and Economic Dev.	\$256,699	\$0	
Section 9- Buildings and Grounds			
Personnel Services	\$24,443	\$0	
Outside Services	76,750	0	
Material and Supplies	4,500	0	
Total Buildings and Grounds	\$105,693	\$0	
Section 10- Police Commission			
Personnel Services	\$900	\$0	
Outside Services	2,500	0	
Material and Supplies	100	0	
Total Police Commission	\$3,500	\$0	
Section 11- Downtown Commission			
Personnel Services	\$5,000	\$0	
Outside Services	200	0	
Material and Supplies	13,000	0	
Total Downtown Commission	\$18,200	\$0	
Section 12- Historic District Commission			
Personnel Services	\$250	\$0	
Outside Services	175	0	
Material and Supplies	1,800	0	
Total Historic District Commission	\$2,225	\$0	
Section 13- Emergency Management			
Personnel Services	\$19,700	\$8,278	Civil Defense Levy
Outside Services	4,600	0	
Material and Supplies	750	0	
Total Emergency Management	\$25,050	\$8,278	
Section 14- Odor Alert Network			
Personnel Services	\$750	\$0	
Outside Services	20,000	0	
Material and Supplies	0	0	
Total Odor Alert Network	\$20,750	\$0	
Section 15- Environmental Commission			
Personnel Services	\$0	\$0	
Outside Services	3,600	0	
Material and Supplies	400	0	
Total Environmental Commission	\$4,000	\$0	

VILLAGE OF LEMONT – 2013 PROPERTY TAX LEVY

<u>DESCRIPTION</u>	<u>BUDGETED</u> <u>MAY 1, 2013-APRIL 30, 2014</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	<u>TYPE</u>
Section 16- Video Access League			
Personnel Services	\$0	\$0	
Outside Services	0	0	
Material and Supplies	9,000	0	
Total Video Access League	\$9,000	\$0	
Section 17- General Account			
Personnel Services	\$8,866	\$0	
Outside Services	168,134	61,675	<u>Liability Levy</u>
Workers Comp	150,000	113,905	<u>Workers Comp Levy</u>
Interfund Transfers	637,000	0	
Material and Supplies	91,283	0	
Total General Account	\$1,055,283	\$175,580	
Section 18- Illinois Municipal Retirement Fund			
Contributions	\$300,000	\$301,643	<u>IMRF Levy</u>
Total IMRF	\$300,000	\$301,643	
Section 19- Social Security Fund			
Contributions	\$216,766	\$90,723	<u>Social Security Levy</u>
Total Social Security Fund	\$216,766	\$90,723	
Section 20- Debt Service Fund			
Debt Service Payments	\$1,596,346	\$0	
Total Debt Service Fund	\$1,596,346	\$0	
Section 21- Working Cash Fund	\$1,000	\$0	
Section 22- Downtown TIF Fund	\$1,195,269	\$0	
Section 23- Canal TIF Fund	\$374,646	\$0	
Section 24-Gateway TIF District Fund	\$187,000	\$0	
GRAND TOTAL	\$12,043,556	\$2,852,531	

Total Revenue From Other Sources	\$9,191,025
---	--------------------

VILLAGE OF LEMONT

ORDINANCE _____

AN ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE NO.

ORDINANCE ESTABLISHING STREET AND BRIDGE TAX

WHEREAS, the Corporate Trustees of the Village of Lemont are authorized by 65 ILCS 5/11-81-1, to levy an annual tax in excess of .06% of the total assessed valuation as determined by the Illinois Department of Revenue for street and bridge purposes; and

WHEREAS, an additional tax levy not to exceed .04% of the total assessed valuation may be levied if three-fourths of the members elected to the Board of Trustees desire to create such additional tax; and,

WHEREAS, the Trustees of the Village of Lemont are desirous of enacting an additional tax of .04% for street and bridge purposes pursuant to 65 ILCS 5/11/81-1.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Lemont, and an additional tax levy of .04% be enacted for street and bridge purposes for the fiscal year beginning May 1, 2013 and ending April 30, 2014.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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, COUNTIES OF COOK, WILL AND DU PAGE,
ILLINOIS,**

on this 9th day of December , 2013.

AYES NAYS PASSED ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

AN ORDINANCE ESTABLISHING A STREET LIGHTING TAX

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 9th day of December, 2013

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

ORDINANCE ESTABLISHING A STREET LIGHTING TAX

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS:

SECTION ONE: That pursuant to 65 ILCS 5/11-80-5, the Corporate Authorities herby levy and assess a street lighting tax of .05% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the Village of Lemont to be used for the purpose of lighting streets for the fiscal year beginning May 1, 2013 through April 30, 2014.

SECTION TWO: This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

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, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS,
on this 9th day of December, 2013.

AYES NAYS PASSED ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: **Title 13 of the Municipal Code; Relating to Delinquent Payments**

Date: December 4, 2013

BACKGROUND/HISTORY

At the November 18, 2013 Committee of the Whole, staff presented a comprehensive delinquency program to the board. The delinquency program included:

- Amnesty program
- Collections program (Delinquent Payments)
- Boot/Tow program
- Local Debt Recovery Program

The board agreed to all the programs and directed staff to bring forward the necessary ordinances/resolutions for adoption.

The attached ordinance provides staff with the ability to enter into a payment plan with water customers that have a financial hardship. The criteria is outlined in the Hardship Payment Plan of the ordinance, as well as the length and amounts of payments.

RECOMMENDATION

Staff recommends the board to pass the attached ordinance.

ATTACHMENTS

1. Ordinance

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING TITLE 13 OF THE LEMONT, ILLINOIS
MUNICIPAL CODE RELATING TO DELINQUENT PAYMENT; SERVICE SHUTOFF
CONDITIONS**

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO DELINQUENT PAYMENT; SERVICE SHUTOFF CONDITIONS

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 Lemont, Illinois Municipal Code relating to delinquent payment; service shutoff conditions for water service; and

WHEREAS, the Village is aware of the difficult economic times and that unpaid bills, fines and fees affect citizens’ credit reports; and

WHEREAS, unpaid bills for public utilities could result in service cutoff of water service; and

WHEREAS, the Village finds it is in the best interests of the health, safety and welfare of the public to amend the Village code as it relates to delinquent payments and service shutoff conditions for water service.

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

SECTION 1: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended in Title 13, PUBLIC UTILITIES, by amending Section 13.08.080, “Delinquent payment; service shutoff conditions,” with additions shown in bold, underline text and deletions shown in strikethrough text, as follows:

13.08.080. - Delinquent payment; service shutoff conditions.

(a) In the event the owner of any dwelling unit or building fails to pay the water bill or any portion, including delinquent charges, within 30 days after the charges therefore become due and owing, it shall be the duty of the director of public works to shut off the water service to the building, provided proper notice is given to the owner.

(b) Before the director of public works can shut off the water services, the owner of the dwelling unit must be properly notified. The notice must be sent by registered mail, return receipt requested, at least eight days prior to the actual date of shutoff of services to the owner. The notice must state the reason for the shutoff and the date the shutoff will occur, as well as charges for the resumption of the services after the services have been discontinued on account of such default. The notice must also give information about the right of an appeal and the procedure for pursuing such appeal. **If the registered mail is**

returned to the Village as undeliverable, posting notice on the dwelling unit or building shall be sufficient notice for purposes of this section.

(c) Appeals of the shutoff of services shall be taken to the **Finance Director** sewer and water committee of the village board. If the owner of the **dwelling unit or building** and wishes to appeal the shutoff of services, he must so notify the **Finance Director**, director of public works in writing **via certified mail**, before the actual shutoff date. **Upon proper notification, the Finance Director shall make a determination, in writing, as to the appeal. The Finance Director may grant an appeal only if the owner of the dwelling unit or building provides sufficient proof that all water bills have been fully paid to the Village.** If the owner notifies the director of public works in writing, the director shall place the owner on the agenda for the next regularly scheduled committee meeting, at which time the sewer and water committee of the village board shall decide whether or not all or part of the water services shall be shut off until the final determination is made by the sewer and water committee of the village board.

(d) **The Village may provide for a Hardship Payment Plan for all outstanding water bills for owners of single-family dwellings. An owner may submit an application to the Finance Director, in writing, via certified mail, requesting a Hardship Payment Plan. Upon receipt of an application, the Finance Director shall, within a reasonable time, make a determination as to the qualification of the owner to participate in the Hardship Payment Plan. The qualification of the owner and the implementation of the Hardship Payment Plan shall be done in accordance with the following:**

- (1) **QUALIFIED OWNERS: Owners of single-family dwellings; single-family dwellings, attached; single family dwellings, detached; and two family dwellings, detached qualify for the Hardship Payment Plan if:**
 - a) **the residence is subject to water service shutoff for delinquent payment; and**
 - b) **he/she has not previously applied for and received any payment plan, including but not limited to a Hardship Payment Plan in the past twelve (12) months; and**
 - c) **he/she can provide certification of any of the following programs or classifications:**
 1. **Government Issued Unemployment Compensation; or**
 2. **Low income home energy assistance program (LIHEAP); or**
 3. **Federal Public Housing/ Section 8; or**
 4. **Food Stamps; or**
 5. **Medicaid or Supplemental Security Income (SSI); or**
 6. **On active military duty, including reservists and national guard, or been discharged from the military in the last 180 days; or**
 7. **Participants in the Temporary Assistance for Needy Families (TANF) program administered by the U.S. Department of**

Health and Human Services. Program information available on-line www.hhs.gov; or

8. Participants in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) administered by the U.S. Department of Agriculture. Program information available on-line at www.usda.gov; or
9. Commonwealth Edison Helping Hand Program; or
10. Nicor Gas Reconnect Assistance Program.

(2) **HARDSHIP PAYMENT PLAN: If an owner qualifies under subparagraph (1) above, the Finance Director shall place the qualified owner on a Hardship Payment Plan. Any qualified owner placed on a Hardship Payment Plan shall:**

- a. make a down payment of 40% of the total charges for water (including past due and current charges); and
- b. pay the remaining 60% of the unpaid water bills in full within ninety (90) days, over three (3) separate equal monthly payments; and
- c. remain current with all other debt due and owing to the Village, and all current and future water bills not subject to this Section.
- d. make payments on time.

(e) If a qualified owner fails to comply with or otherwise defaults on the requirements of the Hardship Payment Plan, all water service bills in arrears shall be immediately due and payable.

(f) Nothing in this section shall be construed as a waiver of the Village's ability to collect unpaid water bills or other debt, lien any property or seek any judgment as authorized by the Illinois Municipal Code (65 ILCS 5/1 et. seq.) or the Lemont, Illinois Municipal Code.

(dg) When any service is shut off, it shall not be renewed except upon payment of all amounts in arrears, and a turn-on fee in the amount established in the annual fee ordinance is paid. Any water supply that has been shut off due to delinquent payment of bills will be turned on only between the hours of 7:30 a.m. and 4:00 p.m.

SECTION 2: 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 3: 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 9th day of December, 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: **Local Debt Recovery Intergovernmental Agreement**

Date: December 4, 2013

BACKGROUND/HISTORY

At the November 18, 2013 Committee of the Whole, staff presented a comprehensive delinquency program to the board. The delinquency program included:

- Amnesty program
- Collections program
- Boot/Tow program
- Local Debt Recovery Program

The board agreed to all the programs and directed staff to bring forward the necessary ordinances/resolutions for adoption.

The Local Debt Recovery Program allows the Illinois Office of the Comptroller to enter into an Intergovernmental Agreement (IGA) with local government agencies to collect unpaid debt such as parking tickets, fines, fees, and other types of outstanding obligations. The debt is collected from state tax refund, commercial payment, lottery winning, or a payroll check.

The first step in implementing this program is to have the board adopt a resolution authorizing the Village to enter into an agreement with the State of Illinois.

RECOMMENDATION

Staff recommends the board to adopt the attached resolution.

ATTACHMENTS

1. Resolution
2. Local Debt Recovery Intergovernmental Agreement

Resolution No. _____

**A Resolution Approving an Intergovernmental Agreement with
the Illinois Office of the Comptroller**

WHEREAS, the President and Board of Trustees desire to enter into an Intergovernmental Agreement (“Agreement”) with the Illinois Office of the Comptroller Regarding Access to the Comptroller’s Local Debt Recovery Program, a copy of which is attached as Exhibit A and incorporated in its entirety;

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

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

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

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
VILLAGE OF LEMONT
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
VILLAGE OF LEMONT
REGARDING ACCESS TO THE COMPTROLLER’S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the Village of Lemont (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.
- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

- (vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,
- (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.
- (e) For purposes of this Agreement, “chief officer of the local unit” means Village Administrator.
- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
- 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.
6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 630-257-1550.
7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: George Schafer- Village Administrator

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Jeffrey M. Stein
Tressler, LLP
233 S. Wacker, 22nd Floor
Chicago, IL 60606
Phone: 312/627-4022
Fax: 312/627-1717
E-mail: JStein@tresslerllp.com

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the Village of Lemont. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the Village of Lemont by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

VILLAGE OF LEMONT

By: _____

Date: _____

Name: George Schafer

Title: Village Administrator

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: **Late Fee Waiver (Amnesty) Program**

Date: December 4, 2013

BACKGROUND/HISTORY

At the November 18, 2013 Committee of the Whole, staff presented a comprehensive delinquency program to the board. The delinquency program included:

- Amnesty Program (Late Fee Waiver Program)
- Collections Program
- Boot/Tow Program
- Local Debt Recovery Program

The board agreed to all the programs and directed staff to bring forward the necessary ordinances/resolutions for adoption.

The Late Fee Waiver Program, also known as Amnesty Program, is designed to collect unpaid ordinance violations and parking ticket violations that occurred prior to the Village's current collection agency contract, which is January 24, 2013. The program will last from January 1, 2014 until March 1, 2014. Offenders will have the opportunity to pay for the violation at original cost with the late fees waived. The attached resolution outlines the program. Once this resolution is adopted by the Village Board, staff will work with the Collection Agency on a marketing plan that will include letters, press releases and posting on the Village's website.

RECOMMENDATION

Staff recommends the board to adopt the attached resolution.

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE WAIVER OF LATE FEES FOR OUTSTANDING FINES IMPOSED DUE TO VIOLATIONS OF CERTAIN ORDINANCES

WHEREAS, the Village of Lemont (“Village”) is dedicated to the enforcement of its local laws and collection of fines resulting from a violation of such laws; and

WHEREAS, there is approximately \$1.3 million of debt due and owing, in the form of unpaid fines and late fees, to the Village for violations of certain ordinances; and

WHEREAS, the Village has adopted enhanced measures in an effort to assist the collection of all unpaid fines; and

WHEREAS, the Village is aware of the difficult economic times and that unpaid bills, fines and fees affect citizens’ credit reports; and

WHEREAS, unpaid fines for certain offenses may lead to the immobilization and/or suspension of driver’s licenses; and

WHEREAS, the Village finds it is in the best interests of the health, safety and welfare of the public to seek collection of unpaid fines, while providing those citizens with an opportunity to avoid unnecessary adverse affects to their credit rating as well as to avoid immobilization of their vehicles; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

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

SECTION TWO: The “**WAIVER OF LATE FEES PROGRAM FOR CERTAIN ORDINANCE VIOLATIONS**” attached hereto as Exhibit A is hereby adopted by the Village.

SECTION THREE: The Village Administrator is hereby authorized to take any action necessary for the implementation of this resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 9th DAY OF DECEMBER, 2013.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A
**WAIVER OF LATE FEES PROGRAM FOR
CERTAIN ORDINANCE VIOLATIONS**

The Village of Lemont offers certain individuals the opportunity to have late fees, which have accrued upon certain unpaid fines and debts, waived (“Waiver”). After agreeing to the Waiver, those individuals will be required to pay only the original imposed fines, as more fully explained below.

WAIVER PERIOD: This Waiver shall only be offered between January 1, 2014 and March 1, 2014 (“Wavier Period”). Upon the expiration of the Waiver Period, there shall be no waiver of any late fees without further approval from the Village Board. The program will cease on March 1, 2014, and any outstanding violations will revert to their existing amount, including all previously waived late fees, and shall be subject to all Village ordinances, including but not limited to, the immobilization of vehicles.

APPLICABLE VIOLATIONS: In order to be eligible for a Waiver, the underlying fine(s) must have been incurred from violations for a Village ordinance where (1) a local citation was issued prior to January 24, 2013, and (2) the violation falls within the jurisdiction of the local administrative adjudication.

These violations, include, but are not limited to:

1. housing or building code;
2. zoning ordinance;
3. health and safety standards;
4. non-moving traffic violations.

No Waiver shall be offered for those ordinance violations that:

1. fall within the jurisdiction of the Circuit Court;
2. where injunctive relief was imposed through the administrative adjudication, in addition to a fine, and such injunction or other equitable relief has not been satisfactorily completed;
3. do not otherwise qualify under the requirements listed above.

WAIVER OF LATE FEES: This Waiver requires the individual to make full payment of the original amount of the fine on or before March 1, 2014, as described below.. This Waiver only applies to the late fees accrued for failure to pay the fine in a timely manner. This Waiver does not apply to any citations issued after March 1, 2014, or any late fees incurred after March 1, 2014. Furthermore, this Wavier does not provide for the refund of any fines or fees paid prior to or after the Waiver Period.

PAYMENTS: Payments must be made to Municipal Collections of America (708) 455-4046. Payment of the fines during the Waiver Period will result in the individual’s account being as considered in GOOD STANDING.

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: December 5, 2013

BACKGROUND/HISTORY

In conjunction with our strategic workforce development and personnel initiatives, we have made improvements and added required updates to the Employee Personnel Manual, last updated in December, 2011.

Once approved, all employees will receive a copy of the updated manual and will be asked to attend a review session where changes will be clearly communicated and discussed.

DISCUSSION

Attached is a copy of the Final Draft personnel manual. Recommended changes are highlighted below. The attorney has thoroughly reviewed and amended the manual with all legal recommendations and updates.

The following depicts an overview of some 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. While 20 days will be the maximum vacation these employees can earn, employees hired on or after January 1, 2014 will receive a one-time bonus payment equivalent to his or her salary at that time.

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.

To keep up with the ever-changing legal environment in the work place, the following new policies have been added to the Manual based on Attorney recommendation:

2.24 Medical Cannabis Policy

2.25 Americans with Disabilities Act

2.26 Nursing Mothers

5.18 Victims' Economic Security and safety Act (VESSA)

6.22 Weapons-Free Workplace

RECOMMENDATION

Approve the updated Personnel Manual in December 2013 for a January 1, 2014 effective date.

RESOLUTION NO. _____

A RESOLUTION AMENDING PERSONNEL MANUAL

WHEREAS, the President and Board of Trustees desire to amend the Village of Lemont Personnel Manual; and

WHEREAS, the President and Board of Trustees find that adopting the attached Village of Lemont Personnel Manual is in the interest of the public health, safety and welfare of the residents of Lemont;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

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

SECTION 2: That the Village of Lemont Personnel Manual, revised, attached hereto as Exhibit A hereto is hereby adopted and shall be in full force and effect as of January 1, 2014. All other Personnel Manuals previously adopted by the Village are null and void.

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

SECTION 4: The Village Clerk of the Village of Lemont shall certify to the adoption of this Resolution and cause the same to be published in pamphlet form.

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



VILLAGE OF LEMONT

PERSONNEL POLICY MANUAL

REVISED 01/01/2014

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.

TABLE OF CONTENTS

ARTICLE I - INTRODUCTION	6
1.1 Application and Administration	6
1.1.1 Precedence of Board of Fire and Police Commissioners	6
1.1.2 Precedence of Collective Bargaining Agreement	6
1.1.3 Precedence over Police Department General Orders	6
1.1.4 Administration of Manual by Village Administrator	7
1.2 Ethics Policy	7
1.2.1 Code of Conduct	7
1.3 Coverage of Personnel Policy Manual Provisions	8
1.4 Adoption of Rules	9
1.5 Administration of Manual	9
1.6 General Management Rights	9
1.7 Management Structure	9
ARTICLE II - EMPLOYMENT PRACTICES	11
2.1 Administration	11
2.2 Recruitment	11
2.3 Application for Employment	11
2.4 Applicant Testing	11
2.5 Selection of Personnel	11
2.6 Employment Status	12
2.7 Promotions	12
2.8 Appointment to "Acting" Status	13
2.9 Lateral Transfers	13
2.10 Demotions	13
2.11 Reductions in Personnel	13
2.12 Recall From Layoff	14
2.13 Reappointment	14
2.14 Citizenship	14
2.15 Residency	14
2.16 Hiring of Relatives	15
2.17 Equal Employment Opportunity	15
2.18 Discrimination and Harassment	16
2.19 Medical Examination and Substance Abuse Screening	19
2.20 Probationary Employee	19
2.21 Personnel Records	20
2.22 Drug and Alcohol Free Workplace Policy	20
2.23 Drug & Alcohol Abuse Policy	22
2.24 Medical Cannabis Policy	29
2.25 Americans with Disabilities Act	31
2.26 Nursing Mothers	33
ARTICLE III - EMPLOYMENT CLASSIFICATION AND SALARY	
ADMINISTRATION	34
3.1 Administration	34

3.2	Classification of Positions	34
3.3	Classification Plan.....	34
3.4	Pay Ranges	34
3.5	Entry Rate of Pay	34
3.6	Salary Adjustments	34
3.7	Performance Evaluation	35
3.8	Probationary Review	35
ARTICLE IV - HOURS OF WORK.....		36
4.1	Hours of Work.....	36
4.2	Meal Periods.....	36
4.3	Overtime.....	37
4.4	Employees Not Eligible for Overtime.....	37
4.5	Emergency Call Outs	37
4.6	Overtime Exception.....	38
4.7	Compensatory Time	38
4.8	Submittal of Time Sheets	39
ARTICLE V - EMPLOYEE BENEFITS		40
5.1	Coverage of Benefit Provisions.....	40
5.2	Holidays	40
5.3	Personal Holidays.....	41
5.4	Vacation Leave.....	41
5.5	Sick Leave	43
5.5.1	Paid Leave Donation Policy	44
5.6	Voluntary Leave of Absence.....	49
5.6.1	Family and Medical Leave.....	50
5.7	Short-Term Disability	51
5.8	Military Leave	52
5.9	Jury Leave	53
5.10	Bereavement Leave	53
5.11	Health Insurance.....	54
5.12	Life and Disability Insurance	54
5.13	Retirement Programs.....	54
5.14	Worker's Compensation	56
5.15	Tuition Reimbursement.....	57
5.16	Training and Development.....	58
5.17	Conference Attendance	59
5.18	Victims' Economic Security and Safety Act.....	60
ARTICLE VI - WORK RULES AND REGULATIONS.....		66
6.1	Work Rules.....	66
6.2	Work Habits	66
6.3	Employee Safety	66
6.4	Vehicle Operation	66
6.5	Physical Fitness	67
6.6	Reporting of Accidents and Injuries	67

6.7	Light Duty Policy	67
6.8	Use or Modification of Village-Owned Equipment or Property.....	68
6.9	E-Mail and Electronic Communication Policy	68
6.10	Workplace Search Policy	75
6.11	Driver’s License Verification.....	75
6.12	Mileage Reimbursement	75
6.13	Acceptance of Gifts.....	75
6.14	Losses Involving Personal Property of Employees.....	76
6.15	Retention of Driving Privileges.....	76
6.16	Outside Employment.....	76
6.17	Political Activities and Affiliations within the Village of Lemont	76
6.18	Dress Code	77
6.19	Smoke Free Workplace and Tobacco Use	77
6.20	Preventing and Reporting Workplace Violence.....	77
6.21	Confidentiality.....	78
6.22	Weapons-Free Workplace	79
ARTICLE VII - CORRECTIVE COUNSELING AND GRIEVANCE		
PROCEDURES		82
7.1	Employee Corrective Counseling.....	82
7.2	Corrective Counseling Procedures	82
7.3	Corrective Counseling.....	83
7.4	Employee Grievances and Disciplinary Appeal.....	84
7.5	Grievance Procedure and Disciplinary Appeal	84
ARTICLE VIII - TERMINATION OF EMPLOYMENT		86
8.1	Resignation.....	86
8.2	Retirement	86
8.3	Exit Interview.....	86
8.4	Return of Village Property	86
APPENDIX A – POLITICAL ACTIVITY.....		87
APPENDIX B – TRAVEL REQUEST FORM		90
APPENDIX C – GIFT BAN ORDINANCE		93
APPENDIX D – TUITION REIMBURSEMENT APPLICATION FORM		103
APPENDIX E – REQUEST TO REVIEW PERSONNEL FILE FORM.....		106

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 Precedence over Police Department General Orders

In the event of a substantive conflict between the terms of this Manual and any Police Department General Order or other departmental rules or regulations, the terms of this Manual shall control.

1.1.4 Administration of Manual by Village Administrator

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

1.2 Ethics Policy

Employees are expected to exercise ethical conduct and behaviors as outlined in this Manual, as well as pursuant to Federal, State and local laws, including the State Officials and Employees Ethics Act (5 ILCS 430/70-5).

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 Federal, State and local laws, rules or regulations.
- 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 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 Manual.

1.3 Coverage of Personnel Policy Manual Provisions

The provisions of this Personnel Policy Manual shall apply to all 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 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 Manual, the provision(s) of the agreement shall govern.

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.

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 in accordance with the Local Records Act, (50 ILCS 205/1 *et. seq.*).

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). 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 bias 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.

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 E) 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 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 of 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 Medical Cannabis Policy

1. This policy shall at all times be implemented, followed and enforced pursuant to Illinois and federal law, as amended. The Village and its employees shall adhere to Illinois and federal law at all times, regardless of whether this Manual has been updated to reflect those changes in the law.
2. Definitions.
 - (a) “Medical Cannabis Act” means the Compassionate Use of Medical Cannabis Pilot Program Act.
 - (b) “Designated caregiver” means a person who: (1) is at least 21 years of age; (2) has agreed to assist with a patient's medical use of cannabis; (3) has not been convicted of an excluded offense; and (4) assists no more than one registered qualifying patient with his or her medical use of cannabis.
 - (c) “Qualifying patient” means a person who has been diagnosed by a physician as having a debilitating medical condition for purposes of the Medical Cannabis Act.
 - (d) “Registered” means licensed, permitted, or otherwise certified by the Department of Agriculture, Department of Public Health, or Department of Financial and Professional Regulation for purposes of the Medical Cannabis Act.
 - (e) “Registry identification card” means a document issued by the Department of Public Health that identifies a person as a registered qualifying patient or registered designated caregiver.
3. Registered qualifying patients and registered designated caregivers are not subject to arrest, prosecution, or denial of any right or privilege under Illinois law, so long as the individual is not violating any of the provisions of the Medical Cannabis Act or this Manual.
4. Registered qualifying patients and registered designated caregivers shall arrive at work free from the influence of cannabis and the odor of cannabis. Any registered qualifying patient or designated caregiver who is not free from the influence of cannabis or the odor of cannabis during work hours shall be subject to disciplinary action up to and including dismissal.
5. The Village may consider a registered qualifying patient or a registered designated caregiver to be impaired if he or she manifests specific,

articulable symptoms while working that decrease or lessen his or her performance of the duties or tasks of the employee's job position. Articulable symptoms include, but are not limited to, the employee's: speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others. If the Village disciplines a registered qualifying patient or a registered designated caregiver for being impaired, the Village will afford the employee a reasonable opportunity to contest the basis of the determination.

6. Registered qualifying patients and registered designated caregivers shall not use or possess cannabis during work hours and shall not use, possess or store cannabis on or in any property owned or controlled by the Village.
7. It shall be the responsibility of each registered qualifying patient to inform the HR Generalist of their status as a registered qualifying patient or registered designated caregiver and shall present their registry identification card to the HR Generalist, who may have a photocopy made and inserted into the employee's personnel file. Registered qualifying patients shall not be required to provide any medical information in regards to their status as a registered qualifying patient, unless otherwise required by this Manual or state or federal law.
8. Registered qualifying patients and registered designated caregivers shall not violate any of the provisions of the Medical Cannabis Act.
9. It shall be the responsibility of each employee to inform the supervisor, Department Director, HR Generalist or Village Administrator in the event the employee sees, or has reason to believe, another employee is in violation of this Section.
10. It is the policy of the Village of Lemont to not discriminate against or penalize a person solely for his or her status as a registered qualifying patient or a registered designated caregiver, unless failing to do so would put the Village in violation of federal law or unless failing to do so would cause the Village to lose a monetary or licensing-related benefit under federal law or rules.
11. Any person who violates this section, the Medical Cannabis Act or any of the rules enacted pursuant to the Medical Cannabis Act shall be subject to disciplinary action up to and including dismissal.

2.25 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 Directors or supervisors should notify the Village Administrator 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 Administrator. 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 Administrator or designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Village Administrator 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 Administrator or designee will be retained by the Village for at least three years.

2.26 Nursing Mothers

The Village provides a reasonable break time and a private, non-bathroom place for nursing mothers to express breast milk during the workday, for one year after the child's birth.

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 each anniversary date thereafter subject to the rules of the Pay Plan. 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.

3.8 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.

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. 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 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

For employees hired on or after January 1, 2014, an employee will receive a one-time bonus payment equivalent to his or her salary at that time for one (1) regular work week upon reaching his or her twenty-fifth (25th) anniversary of employment with the Village.

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.

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 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.

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%

5.5.1 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.
4. **“Hospital”** or **“Institution”** means a facility licensed to provide care and treatment for the condition causing the (employee’s) absence from work.
5. **“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. Credit Union. Employees may participate in the DuPage Credit Union through payroll deduction.
2. 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.
3. 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.

4. AFLAC.

5. 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. An employee must report to the Department Director and 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 D) 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 B) 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 B).

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). A copy of VESSA is available from the HR Generalist. Employees seeking more information concerning VESSA and its related leave benefits may contact the HR Generalist. All such inquiries will be treated confidentially.

The Village's personnel policies shall be interpreted and applied at all times in compliance with VESSA. In the event of any inconsistency between the Personnel Manual and VESSA, VESSA shall control.

1. Leave requirement

A. Basis for leave – An employee who is a victim of domestic or sexual violence or has a family or household member, including Civil Partners, who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work to address domestic or sexual violence by:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
2. Obtaining services from a victim services organization for the employee or the employee's family or household member
3. Obtaining psychological or other counseling for the employee or the employee's family or household member;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

B. Period – Subject to certification conditions in paragraph 3, an employee

shall be entitled to a total of 12 workweeks of leave during any 12-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.).

C. Schedule – Leave described in paragraph (A) may be taken intermittently or on a reduced work schedule.

2. Notice

The employee shall provide the Village with at least 48 hours advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. When an unscheduled absence occurs, the Village will not take any action against the employee if the employee, within a reasonable period after the absence, provides certification under paragraph 3.

3. Certification

A. In general – The Village may require the employee to provide certification to the employer that:

1. The employee or the employee's family or household member is a victim of domestic or sexual violence; and
2. The leave is for one of the purposes enumerated in paragraph 1(A).
3. The employee shall provide such certification to the Village within a reasonable period after the employer requests certification.

B. Contents – An employee may satisfy the certification requirement of paragraph 3(A) by providing to the Village his or her sworn statement, and upon obtaining such documents the employee shall provide:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence verifying the effects of the violence and that assistance has been sought;
2. A police or court record; or
3. Other corroborating evidence.

4. Employment and Benefits

A. Restoration to position

1. In general – Any employee who takes leave under this Section for the intended purposes shall be entitled, on return from such leave:
 - a. To be restored by the Village to the position of employment held by the employee when the leave commenced; or
 - b. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
2. Loss of benefits – The taking of leave under this Section shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.
3. Limitations – Nothing in this subsection shall be construed to entitle any restored employee to:
 - a. The accrual of any seniority or employment benefits during any period of leave; or
 - b. Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.
4. Status Reporting – An employee on leave under this Section shall make arrangements on such terms as may be required by the HR Generalist to report periodically to the Village on the status and intention of the employee to return to work.

B. Maintenance of Health Benefits

1. Coverage – Except as provided in paragraph 4(B)(2), during any period that an employee takes leave under this Section, the Village shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
2. Failure to return from leave – The Village may recover the premium that the employer paid for maintaining coverage for the employee and the employee’s family or household member under such group health plan during any period of leave under this Section if:
 - a. The employee fails to return from leave under this Section after the period of leave to which the employee is entitled has expired; and

- b. The employee fails to return to work for a reason other than:
 - (i) The continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave pursuant to this Section; or,
 - (ii) Other circumstances beyond the control of the employee.

C. Certification

- 1. Issuance – The Village will require an employee who claims that the employee is unable to return to work because of a reason described in paragraph (i) or (ii) of paragraph 4(B)(2)(b) to provide, within a reasonable period after making the claim, certification to the Village that the employee is unable to return to work because of that reason.
- 2. Contents – An employee may satisfy this certification requirement by providing to the Village:
 - a. A sworn statement of the employee;
 - b. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence;
 - c. A police or court record; or,
 - d. Other corroborating evidence.

5. Confidentiality

All information provided to the Village pursuant to paragraphs 2, 3 or 4 of this policy, including a statement of the employee or any other documentation, record, or corroborating evidence, the fact that the employee has requested or obtained leave pursuant to this Section, and the fact that the employee is not returning to work because of a reason described in paragraph 4(C) shall be retained in the strictest confidence by the Village, except to the extent that disclosure is:

- a. Requested or consented to in writing by the employee; or
- b. Otherwise required by applicable federal or State law.

6. Substitution of accumulated leave for addressing domestic or sexual violence

An employee who has accumulated paid or unpaid leave (sick leave, vacation, floating holidays, compensatory time, or other leave) from employment may elect to substitute any period of such leave for an equivalent period of leave provided VESSA.

7. Village policies concerning non-discrimination, non-interference and non-retaliation

A. Exercise of rights – Neither the Village nor any Village employee shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this Section.

B. Discrimination – Neither the Village nor any Village employee shall discharge or harass any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment of the individual (including retaliation in any form or manner) because the individual exercised any right provided under VESSA or opposed any practice made unlawful by VESSA.

C. Interference with proceedings or inquiries – Neither the Village nor any Village employee shall discharge or in any other manner discriminate against any individual because such individual:

1. Has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to this Section;
2. Has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this Section; or
3. Has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this Section.

D. Employment – Neither the Village nor any Village employee shall fail to hire, refuse to hire, discharge, or harass any individual, otherwise discriminate against any individual with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner, and a public agency shall not deny, reduce, or terminate the benefits of, otherwise sanction, or harass any individual, otherwise discriminate against any individual with respect to the amount, terms, or conditions of public assistance of the individual, or retaliate against an individual in any form or manner, because:

1. The individual involved:
 - a. Is or is perceived to be a victim of domestic or sexual violence;
 - b. Attended, participated in, prepared for, or requested leave

to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member of the individual was a victim; or

c. Requested an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence, regardless of whether the request was granted; or

2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

E. Reasonable accommodation – The duty not to discriminate as referenced in this Section includes not making a reasonable accommodation to the extent required under VESSA. Requests for accommodation will be evaluated under the provisions of VESSA on a case by case basis and will be treated in a confidential manner.

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.

6.8 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. EMAIL AND VILLAGE ISSUED ELECTRONIC DEVICES DURING NON-WORK HOURS BY NON-EXEMPT EMPLOYEES

During non-work hours, non-exempt employees are prohibited from using Village e-mail and Village-issued electronic devices, except for requests for the use of sick time.

Exception: Employees that are “on call” or have been given express written permission from the Department Director to use email or Village-issued electronic devices may do so only in connection to official Village business.

C. 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.

D. 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.

6. 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.

E. 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.*

F. 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.

G. 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 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 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 C) 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 A – POLITICAL ACTIVITY.

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.

6.21 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.

6.22 Weapons-Free Workplace

1. In order to promote the objectives of its Workplace Violence Policy, and to protect its employees' and residents' safety and welfare, the Village prohibits the possession of firearms and dangerous weapons by employees at anytime and anywhere on any property owned, leased or controlled by the Village (other than public right of way), or any time or anywhere while on duty or performing Village work.
2. For purposes of this policy:
 - a. "Firearm" means any handgun, rifle, shotgun or any other type of "firearm" as that term is defined by State Law or in the Lemont Village Code.
 - b. "Dangerous weapon" means any type of dangerous knife (such as switchblade or ballistic knives), bludgeon or other weapon whose possession is a criminal offense under the State of Illinois Criminal Code.
3. Except as set forth below, it is the policy of the Village that all firearms or dangerous weapons of any type, concealed or unconcealed, are prohibited anywhere and at any time on any property owned, leased or controlled by the Village, including parking areas, regardless of whether the person is licensed to possess or carry the weapon or not.
4. All Village employees, except as exempted below, including contract and temporary employees, are prohibited from possessing any firearm or dangerous weapon at anytime and anywhere on any property owned, leased or controlled by the Village, including parking areas. Possession includes, but is not limited to, keeping or possessing a firearm or dangerous weapon in a private motor vehicle parked on Village property, in one's purse, briefcase or other possessions, in lockers or desks, or any other place whatsoever on any property owned, leased or controlled by the Village, regardless of whether the person is licensed to possess or carry the weapon or not.
5. Village employees, except as exempted below, including contract and temporary employees, are prohibited from possessing or carrying firearms or dangerous weapons outside of Village property while acting within the course of their employment, regardless of whether the person is licensed to possess or carry the weapon. Possession includes, but is not limited to,

keeping or possessing a firearm or dangerous weapon in a Village vehicle or a private motor vehicle while used within the course of employment, or kept in one's purse, briefcase or other possessions while acting within the course of employment.

6. Concealed Carry Licensee / Parking Lot Limited Exception. A Licensee may carry a Handgun on or about his or her person within a vehicle in a Parking Area and may store a Handgun or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in a Parking Area. In addition, a Licensee may carry a concealed Handgun in the immediate area surrounding his or her vehicle within a Parking Area only for the limited purpose of storing or retrieving the Handgun within the vehicle's trunk, provided the Licensee ensures the Handgun is unloaded prior to exiting the vehicle. Any individual acting pursuant to this exception must have physical possession of their Concealed Carry License.
 - a. "Handgun" means any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand. "Handgun" does not include: (1) a stun gun or taser; (2) a machine gun as defined in item (i) of paragraph (7) of subsection (a) of Section 24-1 of the Criminal Code (720 ILCS 5/24-1); (3) a short-barreled rifle or shotgun as defined in item (ii) of paragraph (7) of subsection (a) of Section 24-1 of the Criminal Code (720 ILCS 5/24-1); or (4) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter, or which has a maximum muzzle velocity of less than 700 feet per second, or which expels breakable paint balls containing washable marking colors.
 - b. "Licensee" means an individual who is licensed to carry a loaded or unloaded handgun on or about his or her person completely or mostly concealed from view of the public or on or about his or her person within a vehicle pursuant to the Firearm Concealed Carry Act.
 - c. "Parking Area" means any parking area on any property owned, leased or controlled by the Village.
7. Exempt employees – This policy does not apply to members of the Village of Lemont of Police Department to the extent that their duties require them to carry a firearm.
8. Violation of this policy may result in discipline up to and including dismissal and possible criminal prosecution.

Employees who have a question about this policy, or become aware of anyone

acting in violation of this policy, are required to notify the Police Chief immediately.

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 VIII - TERMINATION OF EMPLOYMENT

8.1 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.

8.2 Retirement

Any employee seeking to retire shall be subject to the same resignation procedures as outlined in Article IX (9.1).

8.3 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.

8.4 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 – POLITICAL ACTIVITY

The Illinois State Officials and Employees Ethics Act prohibits certain types of political activity by public employees. Violations of this law are criminal offenses. As required by the State Officials and Employees Ethics Act, Lemont has adopted local ordinances also prohibiting certain types of political activity by public employees. Violations of these laws and ordinances, in addition to potentially resulting in criminal prosecution, are also grounds for discipline up to and including dismissal.

The Illinois State Officials and Employees Ethics Act makes it illegal for any public employee to engage in any activity it defines as “*prohibited political activity*” during any compensated time (other than vacation, personal, or compensatory time off).

The Illinois State Officials and Employees Ethics Act makes it illegal for any public employee to intentionally misappropriate any public property or resources by engaging in any “*prohibited political activity*” for the benefit of any campaign for elective office or any political organization.

The Illinois State Officials and Employees Ethics Act makes it illegal for any supervisory public employee to require any public employee to perform “*prohibited political activity*” as part of that employee’s duties, as a condition of employment or continued employment, or during any paid time off from work (such as vacation, personal, or compensatory time off). No public employee may be required to participate in any “*prohibited political activity*” in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.

The Illinois State Officials and Employees Ethics Act defines “*prohibited political activity*” as employees, either during compensated time or using any public property or resources:

- a. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- b. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- c. Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution.
- d. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- e. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

- f. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- g. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- h. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- i. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- j. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
- k. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- l. Campaigning for any elective office or for or against any referendum question.
- m. Managing or working on a campaign for elective office or for or against any referendum question.
- n. Serving as a delegate, alternate, or proxy to a political party convention.
- o. Participating in any recount or challenge to the outcome of an election.

In addition to activities prohibited by State law, Village employees are reminded that they are required to perform all duties without regard to any resident's or person's political affiliations, and all employees shall make them comfortable and welcome. To those ends, Village employees are prohibited from:

- a. Engaging in any prohibited political activity as described above at any time while wearing a Village uniform, or while representing themselves as a Village employee.
- b. Wearing a campaign button, hat or badge while the employee is on duty, while wearing a Village uniform, or while representing themselves as a Village employee.
- c. Soliciting, collecting or receiving any subscription or contribution for a partisan election, political party, candidate or issue while representing themselves as a Village employee.

- d. State or imply to any person in the course of any political activity that the employee, by virtue of his or her employment with the Village, has the ability to influence improperly any tribunal, legislative body, or government agency or official, or to obtain any special advantage in a matter involving the Village.
- e. Engaging in any type of harassment.

If an employee desires to engage in any political activity and is unsure if the activity is prohibited by the provisions of this section, the employee should make written request of the Village Administrator to rule in advance of the permissibility of the particular activity. The Village Administrator will respond within seven (7) working days of receipt of the written request.

Village employees are prohibited from holding any other public office with any public entity, including the Village, whether by appointment or election, that would create a conflict of interest, or create the reasonable appearance of a conflict of interest, or which is legally incompatible with the employee's job with the Village. Acceptance of, or election to, a legally incompatible public office or one which creates a conflict of interest or the appearance of a conflict of interest, will be considered a resignation by the employee from their employment with the Village.

APPENDIX B – TRAVEL REQUEST FORM

[Please see attached.]

VILLAGE OF LEMONT TRAVEL REQUEST FORM

Employee Name:	Account #
Purpose of Travel:	Estimated Expenses: Transportation: \$ _____ Lodging: \$ _____ Meals: \$ _____ Registration: \$ _____ Miscellaneous: \$ _____ Total Estimate: \$ _____ Travel Authorized:
Destination:	
Departure Date: Return Date:	
Authorization Recommended:	
Department Director Date	
Funds Available:	
Finance Director Date	Village Administrator Date

Actual Expenses

Day	Date	Breakfast*	Lunch*	Dinner*	Lodging	Registration Fees	Misc Expenses	Total

Totals *Include Tips

Transportation

Airline: \$ _____

Automobile: _____ Miles @ \$ _____ \$ _____

Other \$ _____

Total Expenses: \$ _____

Less: Pre-paid by Village \$ _____

 Advance to Employee \$ _____

Amount due to <from> employee

\$ _____

Submitted By: _____

Date

Approved By: _____

Department Director

Village Administrator

APPENDIX C – GIFT BAN ORDINANCE

[Please see attached Ordinance No. O-08-04
ORDINANCE AMENDING CHAPTER 2.86 OF THE LEMONT MUNICIPAL CODE
GOVERNMENTAL ETHICS AND STATE GIFT BAN ACT.]

ORDINANCE 0-8-04

**ORDINANCE AMENDING CHAPTER 2.86 OF THE LEMONT
MUNICIPAL CODE
GOVERNMENTAL ETHICS AND STATE GIFT BAN ACT**

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

NOW, THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont that:

SECTION 1: Chapter 2.86 of the Lemont Municipal Code is hereby repealed and replaced as follows:

ARTICLE 10

DEFINITIONS

Section 1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the Village of Lemont, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Village of Lemont.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Prohibited source" means any person or entity who:

- (1) is seeking official action
 - (i) by an officer or
 - (ii) by an employee, or by the officer or another employee directing that employee;
- (2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
- (3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

ARTICLE 20

PROHIBITED POLITICAL ACTIVITIES

Section 5-1. Prohibited political activities.

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Village of Lemont in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

- (10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
- (11) Bequests, inheritances, and other transfers at death.
- (12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100. Each of the exceptions listed in this Section is mutually exclusive and independent of every other. Section 10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

ARTICLE 40

ETHICS OFFICER

To the extent authorized by law and to the extent required by the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), the Lemont Ethics Commission is appointed to serve as the "ethics officer" of the Village.

A three person ethics commission is hereby established for the purposed of reviewing any violations of the Lemont code of ethical conduct and the State Officials and Employees Ethics Act. The village board shall appoint the three members who shall have all the power and duties set forth in the State Officials and Employees Ethics Act.

ARTICLE 50

ETHICS COMMISSION – COMPLAINTS

All complaints for violations of the Act and this chapter shall be filed with Cook County ethics commission.

solicitation and acceptance of gifts. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this chapter by reference without formal action by the corporate authorities of the village.

ARTICLE 90

FUTURE DECLARATION OF UNCONSTITUTIONALITY OF STATE OFFICIALS AND EMPLOYEES ETHICS ACT

If the Illinois Supreme Court declares the State Officials and Employees Ethics Act the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), unconstitutional in its entirety, then this chapter shall be repealed as of the date that the Supreme Court's decision becomes final and not subject to any future appeals or rehearings. The chapter shall be deemed repealed without further appeals or rehearings. The chapter shall be deemed repealed without further action by the corporate authorities of the village if the Act is found unconstitutional by the Illinois Supreme Court.

If the Illinois Supreme Court declares part of the State Officials and Employees Ethics Act unconstitutional but upholds the remainder of the Act or does not address the remainder of the Act, then the remainder of the Act as adopted by the Ordinance codified in this chapter shall remain in full force and effect; however, that part of the chapter relating to the part of the act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the Village.

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 10th Day of May, 2004

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Debby Blatzer	✓			
Peter Coules	✓			
Brian Reaves	✓			
Steven Rosendahl	✓			
Ronald Stapleton	✓			
Jeanette Virgilio	✓			


JOHN F. PIAZZA, Village President

Attest:


CHARLENE SMOLLEN, Village Clerk

APPENDIX D – TUITION REIMBURSEMENT APPLICATION FORM

[Please see attached.]

VILLAGE OF LEMONT
418 Main Street, Lemont IL 60439
630-257-1590

TUITION REIMBURSEMENT APPLICATION FORM

PLEASE PRINT

APPLICANT'S NAME _____ DATE OF HIRE _____

DEPARTMENT NAME _____ JOB TITLE _____

PRINCIPAL FUNCTION OF CURRENT JOB _____

<u>COURSE TITLE AND NUMBER</u>	<u>CREDITS</u>	<u>TUITION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
	TOTAL	\$ _____

COURSE DATES FROM _____ TO _____ INSTITUTION _____

ADDRESS _____ MAJOR _____

CANDIDATE FOR CERTIFICATE/DEGREE OF _____

CREDITS COMPLETED: _____ CREDITS REQUIRED: _____

I, the undersigned, understand and agree to the terms and conditions of the Village of Lemont Tuition Reimbursement Program.

SIGNATURE _____ DATE _____

DEPARTMENT DIRECTOR APPROVAL

_____ is a full time employee of the Village of Lemont and is in
(Employee's name)
in good standing. The course (s) listed above are:

	<u>YES</u>	<u>NO</u>
related to current job	_____	_____
related to future position	_____	_____

If relate to future position, please explain: _____

Department Director's Signature _____ Date _____

Administrator's Signature _____ Date _____

CERTIFICATION OF COURSE COMPLETION (To be completed by the employee after completion of courses)

I have satisfactorily completed the courses listed below and have paid \$ _____ in tuition and program allowed fees for those courses in the amounts indicated. Attached are copies of my bills, my canceled checks and my grade report.

<u>COURSE TITLE</u>	<u>TUITION - RELATED FEES</u>
_____	_____
_____	_____
_____	_____

(Check one) I am ____ I am not ____ receiving specific financial aid for tuition from other sources.

Employee Signature _____ Date _____

DEPARTMENT DIRECTOR APPROVAL (To be completed by the employee's Department Director)

_____ This employee was a permanent, full time employee at the completion of the course.

DEPARTMENT DIRECTOR SIGNATURE _____ DATE _____

APPROVAL (To be completed by Department Director)

Previous assistance granted in the current year \$ _____ Reimbursement approved in the amount of \$ _____.

VILLAGE ADMINISTRATOR'S SIGNATURE _____ DATE _____

If assistance is received under any other program, furnish details below:

APPENDIX E – REQUEST TO REVIEW PERSONNEL FILE FORM

[Please see attached.]

VILLAGE OF LEMONT
418 Main Street, Lemont IL 60439
630-257-1590

REQUEST TO REVIEW PERSONNEL FILE

EMPLOYEE NAME (Please Print) _____

DATE _____

I request an appointment to view my personnel file with the HR Generalist. I understand that the file must be reviewed in the presence of the HR Generalist and that no part of the personnel file may be removed from the office.

If an 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 personnel file.

Photocopies of the file, or portions of the file, may be requested by the employee. Within reason, the Human Resources Generalist will provide photocopies. For extensive copying, the employee may need to pay for the photocopies.

Employee
Signature: _____ Date: _____

HR Use Only

Schedule Review
Date: _____

Copies Requested ___No ___Yes (if yes, list items requested).

HR Signature _____ Date: _____