



*Village of Faith*

# Village of Lemont

418 Main Street • Lemont, Illinois 60439

## VILLAGE BOARD MEETING

APRIL 9, 2012 - 7:00 P.M.

### AGENDA

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
  - A. APPROVAL OF MINUTES
    1. MARCH 12, 2012 VILLAGE BOARD
    2. MARCH 19, 2012 COMMITTEE OF THE WHOLE
  - B. APPROVAL OF DISBURSEMENTS
  - C. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (REDUCING NUMBER OF CLASS C-1 LIQUOR LICENSES)
- IV. MAYOR'S REPORT
  - A. PUBLIC HEARING – APPROVAL OF BUDGET FOR FISCAL YEAR 2012-2013 (MOTIONS TO OPEN AND CLOSE) (VV)
  - B. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
  - A. CORRESPONDENCE
  - B. ORDINANCES
    1. ORDINANCE ADOPTING THE FY 2012-2013 BUDGET AND CAPITAL IMPROVEMENT PLAN (ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)
    2. ORDINANCE APPROVING THE FY 2012/2013 ANNUAL FEE ORDINANCE (ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)
    3. ORDINANCE AMENDING ORDINANCE 725 ESTABLISHING A PAY PLAN AND SCHEDULE OF AUTHORIZED POSITIONS (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

#### Mayor

Brian K. Reaves

#### Village Clerk

Charlene M. Smollen

#### Trustees

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

#### Administrator

Benjamin P. Wehmeier

#### Administration

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

#### Building Department

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

#### Planning & Economic Development

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

#### Engineering Department

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

#### Finance Department

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

#### Police Department

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

#### Public Works

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

[www.lemont.il.us](http://www.lemont.il.us)

4. **ORDINANCE AUTHORIZING THE SALE, DONATION AND/OR DISPOSAL OF SURPLUS PROPERTY AT 10900 ARCHER, 10997 ARCHER, AND 418 MAIN STREET IN LEMONT, IL BY THE VILLAGE OF LEMONT.  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
5. **ORDINANCE AUTHORIZING INDEMNIFICATION WITH COG HILL  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
6. **ORDINANCE AMENDING TITLE 9 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO VANDALISM  
(ADMINISTRATION/PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFER/SHAUGHNESSY)**
7. **ORDINANCE AMENDING CHAPTER 10 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO ADMINISTRATIVE AND PROCESSING FEE FOR IMPOUNDING OF VEHICLES  
(ADMINISTRATION/PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFER/SHAUGHNESSY)**
8. **ORDINANCE GRANTING FINAL PUD PLAN/PLAT APPROVAL FOR AN 1.44 ACRE PORTION OF LAND WITHIN TIMBERLINE KNOLLS, LOCATED AT 40 TIMBERLINE DRIVE, IN LEMONT, IL  
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
9. **ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 312 CANAL STREET IN LEMONT, IL  
(PLANNING & ED)(STAPLETON)(BROWN)**
10. **ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 406 MAIN STREET IN LEMONT, IL  
(PLANNING & ED)(STAPLETON)(BROWN)**

**C. RESOLUTIONS**

1. **RESOLUTION APPROVING THE 2011 MFT MAINTENANCE PROGRAM  
MFT DOCUMENTATION  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
2. **RESOLUTION APPROVING THE 2012 MFT MAINTENANCE PROGRAM  
MFT DOCUMENTATION  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
3. **RESOLUTION APPROVING THE PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION – SUPPLEMENT NO. 1 FOR MCCARTHY RD., ARCHER AVE. & DERBY RD.  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
4. **RESOLUTION APPROVING THE LOCAL AGENCY AGREEMENT NO. 1 FOR FEDERAL PARTICIPATION-MCCARTHY ROAD IMPROVEMENTS  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
5. **RESOLUTION APPROVING THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION - HIGH ROAD LAPP RESURFACING  
(PUBLIC WORKS)(BLATZER)(PUKULA)**

- 6. RESOLUTION APPROVING THE LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION – HIGH ROAD LAPP RESURFACING.  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
- 7. RESOLUTION APPROVING STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT WITH NEW WORLD SYSTEMS  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**
- 8. RESOLUTION APPROVING ELECTRIC SERVICE AGREEMENT WITH AMEREN ENERGY MARKETING (VILLAGE LIFT/PUMP STATIONS AND PARKING GARAGE ACCOUNTS)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**
- 9. RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE SMITH FARMS SUBDIVISION SEWER CLEANING AND TELEVISIONING PROJECT  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
- 10. RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6b STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JANUARY 1, 2000, FOR PROPERTY LOCATED AT 13555 MAIN STREET, LEMONT, ILLINOIS  
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**

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

**MINUTES**  
**VILLAGE BOARD MEETING**  
**March 12, 2012**

The regular meeting of the Lemont Village Board was held on Monday, March 12, 2012 at 7:30 p.m., President Brian Reaves presiding.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

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

**III. CONSENT AGENDA**

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

**A. Approval of Minutes**

1. February 27, 2012 Village Board Minutes.

**B. Approval of Disbursements**

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

**IV. MAYOR'S REPORT**

- A.** Spoke on the Electric Aggregation Referendum. March 20<sup>th</sup> is Election Day.

**B. AUDIENCE PARTICIPATION**

**V. CLERK'S REPORT**

**A. Correspondence**

1. Please remember that early voting at the Lemont Library on Wend Street ends March 15<sup>th</sup> which is this week.
2. Attended the Southwest Municipal Clerks Association meeting on March 1<sup>st</sup> in Berwyn. I was appointed to the slate making committee for that organization.

**B. Ordinances**

1. **Ordinance O-14-12** Approving Purchase and Lease of Certain Real Property Known as 12897 and 12935 Main Street. Motion by Chialdikas, seconded by Stapleton, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.
2. **Ordinance O-15-12** Amending O-12-12 Authorizing the Acquisition of Certain Real Property Known as 10990 Archer Avenue. Motion by Chialdikas, seconded by Miklos, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.
3. **Ordinance O-16-12** Ordinance Authorizing the Removal of Trees Infested with Emerald Ash Borer. Motion by Blatzer, seconded by Sniegowski, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

**C. Resolutions**

1. **Resolution R-14-12** Approving the Execution of Second Amendment to Intergovernmental Agreement. Motion by Stapleton, seconded by Blatzer, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

**VI. VILLAGE ATTORNEY REPORT**

**VII. VILLAGE ADMINISTRATOR REPORT**

1. Budget Public Hearing will be held on April 9<sup>th</sup> at 7:00 p.m. at the regular Village Board Meeting.
2. Draft copies of the FY12-13 Budget will be available at the Village Hall.

**VIII. BOARD REPORTS**

Trustee Miklos – On April 7<sup>th</sup>, 1-5p.m. there is a program for high school seniors going off to college to help with safety issues on campus.

Trustee Sniegowski – The Village received an award for financial reporting – Excellence in Accounting.

Trustee Virgilio – The St. Patrick’s Day celebration was a huge success.

**IX. STAFF REPORTS**

Public Works – Ralph Pukula – Asked residents to clean upstanding water to prevent mosquito larva.

Police Dept. – Chief Shaughnessy – Commented on how well the events went throughout the day and evening with the large amount of crowds in town. Was pleased with the availability of limos and taxis to assist with riders.

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

1. Village Administrator met with a business interested in property within the Village.
2. Glens of Connemara wants to downsize the houses, but still maintain all our standards.
3. 1.847MM will be the new cost of the revamp.

**XII. EXECUTIVE SESSION**

Motioned by Blatzer, seconded by Stapleton, to move into the Executive Session for the purpose of discussing Setting the Price of Real Estate, Collective Bargaining and Pending Litigation. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

**XIII. ACTION ON CLOSED SESSION ITEMS**

Motion to allow Village Administrator and Assistant Village Administrator to enter into a contract with an electric supply company (DaCott) and bring it to a board meeting. Motion by Blatzer, seconded by Virgilio. Voice vote: 6 ayes. Motion passed.

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:58 p.m. Voice vote: 6 ayes. Motion passed.

**Committee of the Whole**  
**March 19, 2012**  
7:00 p.m.

A Meeting of the Village of Lemont Committee of the Whole was held on Monday March 19, 2012 in the Board Room of the Village Hall at 418 Main Street in Lemont, Illinois.

**CALL TO ORDER**

Mayor Reaves called the meeting to order at 7:00 p.m. and acknowledged that the following were present:

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

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

**DISCUSSION ITEMS**

Discussion of Timberline Knolls PUD & Annexation/Rezoning

Owner of Timberline Knolls has requested a PUD for approximately 40 acres of property at 40 Timberline Drive; and annexation and rezoning to R-4 Single family for two pieces of property that are not currently within the Village and the addition onto one of their structures. The PZC and staff have recommended approval with conditions. The annexation agreement on the property expired causing the petitioners to come in for a PUD approval before they could apply for their building permits for the additions. There were a few other issues that were discussed at public hearing including landscaping needed for the facility, horse therapy on the site as well as the possibility of a horse barn on the property. After discussion, the petitioners stated that they would come back in front of board if they wanted to have the horse barn. In addition, the alleviate traffic concerns; it would be put into the agreement that a traffic study would be conducted if the facility changed their services in the future. Staff and legal would be meeting with the petitioner in the near future to tie up loose ends on the proposal. The item would be presented to the Village Board at a later date. Discussion closed.

Presentation and Discussion by Municipal Collections of America and Discussion of IGA concerning state Comptroller to Collect Local Debts

Jeff Wood of Municipal Collections of America came in to give a brief presentation on their debt collection service. Mr. Wood discussed some of their success stories with other municipalities including using the threatening of booting vehicles with a number of parking tickets. In addition, the collection costs would be added to the debts so the Village still receives its full debt, when collected. Also, with working with other communities in a joint agreement, the number of ticket threshold for booting or suspending a license could be combined with all of the entities. In addition to the collection services, MCA could assist the Village with the new state controller program which gives allows for debts to be

recouped through the offender's state income tax return. The board supported the group and MCA would be drafting a contract to present to the Village Board at a coming meeting.

#### Presentation and Discussion of FY 12-13 Budget and Annual Fee Ordinance.

Mr. Wehmeier went through the upcoming budget and annual fee ordinance. The budget discussion went over the various funds of the Village including general, water and sewer, road improvement, MFT, TIF's and the other miscellaneous funds. There were not many major talking points. With FY 2013 being a non-vehicle sticker year, capital purchases were limited. In the future, the Village plans to get back to purchasing vehicles and other capital with the vehicle sticker funds. Some of the talking points included approximately 25,000 in marketing funds being budgeted, as well as an economic development research tool called Buxton Scout. The majority of the funding for road projects this year will be diverted to the Village's share of the major road projects on McCarthy Road, repairs to the Holmes Street wall. Resurfacing projects include Timberline from 127<sup>th</sup> to Roberta and striping on Timberline and near schools.

Mr. Wehmeier also went over the annual fee ordinance. A year ago the fees associated with various services were taken out of the municipal code and replaced by an annual fee ordinance passed by the Village Board, to reflect any changes. There were no major changes with the exception of increasing the turn on fee for water, and to flatten out the senior citizen discounted vehicle sticker fee. Currently there are two different fees for first car and second car.

#### Discussion of Façade Grant Applications

The Downtown façade grant committee recently reviewed applications for 406 Main Street and 312 Canal Street. Both applications met all requirements for the grant and the committee is recommending their awards. There was little discussion on the topic. The items would be up for formal approval at a future Board meeting.

#### Discussion on Updating Ordinance Amending Chapter 10.23 of the Lemont Municipal Code – Administrative and Processing Fee for Impounding of Vehicles

The Illinois General Assembly recently amended and added language concerning the charging of an Administrative and Processing fees for impounding of vehicles. The recommended ordinance brings the Village's code in compliance with this language. The item would be up for formal approval at a future board meeting.

#### Discussion on Updating Ordinance Prohibiting Vandalism

The Village's current vandalism ordinance does not provide for requiring offenders to pay for damages they have caused. The updated ordinance gives the Village a tool to recoup costs caused by these offenders. There was support for the ordinance; the item would be up for approval at a future board meeting.

### Discussion on ERP system

Mr. Schafer presented a brief overview of the ERP selection process. The Village was looking for a long term solution of an enterprise wide software system that would be completely integrated to support all functions of the Village. Staff reviewed demos from four software vendor firms and narrowed it down to the top 2, New World and Springbrook. The preferred vendor was higher in price and maintenance costs than the second vendor, so the Board asked questions on the differences between the two programs. The major differences included the community development and building permit functions, New World had a much more advanced system in these areas than Springbrook. In addition, New World had all of its applications in one system while Springbrook incorporated a few third party products to produce the desired results of the Village. The main price difference between the two was with implementation strategies. New World estimated approximately 900 hours versus Springbrook's approximately 450. When taking into account New World's 360 day free maintenance and Springbrook's 180 day free maintenance period, the maintenance differences were not vastly different. The Board directed staff to move forward with contract negotiations with the New World product. The item would be up for formal approval at the April 9<sup>th</sup> Village Board Meeting.

### **UNFINISHED BUSINESS**

Downtown sprinkler issues. Mr. Wehmeier brought up the sprinkler issue in the downtown in particular an answer to Mr. Vavra's concerns. After discussion, it was determined that the Village would try to create a designation for the downtown area due to its historic nature to exempt properties from some of these regulations. Staff would be working with Fire District in the near future to come up with these guidelines.

### **NEW BUSINESS**

None.

### **AUDIENCE PARTICIPATION**

No Audience Participation

### **ADJOURNMENT**

Mayor Reaves adjourned the meeting at 9:30 PM



A / P W A R R A N T L I S T

[NW1]

REGISTER # 412

DATE: 04/09/12

Monday April 09,2012

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 AMALGAMATED BANK OF CHICAGO				1070.00	
	12-03-6007	23-00-56950	SERIES 2005 FEE	535.00	
	12-03-7006	14-00-56950	SERIES 2005 FEE	535.00	
01 AFTERMATH INC				285.00	
	JC2012-0360	10-20-57000	CLEAN UP	95.00	
	JC2012-0364	10-20-57000	CLEAN UP	95.00	
	JC2012-0373	10-20-57000	CLEAN UP	95.00	
01 ARTHUR PETERSON INC				180.73	
	MAR2012	10-35-61000	BUG SPRAY	4.85	
	MAR2012	10-35-61015	2 CS BULBS	101.10	
	MAR2012	10-15-60900	MISC HDWE	68.24	
	MAR2012	22-05-60950	BOLT, SCRWRDVR	6.54	
01 ALI TUCKERS ARTISTIC ENTERTAIN				141.50	
	32812	10-10-52100	SCM DINNER	141.50	
01 AT&T				595.23	
	630257043603	22-10-54150	GLENS OF CONNE	43.76	
	630257159803	10-90-53900	V.H. 3/25-4/24	116.19	
	630257198203	22-10-54150	RUFFLED FTHRS	41.69	
	630257229003	22-05-54400	WELL #3	101.33	
	630257247403	10-90-53900	P.D. 3/25-4/24	123.81	
	630257527103	22-10-54150	HARPER'S GROVE	43.50	
	630257593603	22-05-54400	WELL #4	46.34	
	630257642103	22-05-54400	WELL #5	36.67	
	630257953903	22-10-54150	KEEPATAW TRAILS	41.94	
01 AVALON PETROLEUM COMPANY				13057.67	
	548517	10-17-61500	1150 GALS	4299.85	
	548518	10-17-61500	1055 GALS	4218.95	
	548519	10-17-61500	1135 GAL UNL	4538.87	
01 AZAVAR				809.19	
	8804	45-00-56600	CONT PMT	809.19	
01 BEAVER CREEK ENTERPRISES				59.66	
	20091	10-17-61100	PARTS	59.66	
01 BROWN, JAMES				13.32	
	12-04-04	10-30-52100	3/29/12 C C MTG	13.32	
01 BRUCE SUSAN M				206.07	
	12-03-28	10-53-68010	EXP REIMB	206.07	
01 BOURBONNAIS SUPPLY INC				157.04	
	158476	10-17-61100	PARTS	157.04	
01 BAKER TILLY VIRCHOW KRAUSE LLP				5300.00	
	BT578567	10-90-56100	FYE APR 2012	5300.00	
01 BUXTON				1250.00	
	12-03-28	10-90-56600	MARKETING	1250.00	
01 CARRINGTON PROPERTY SERVICES				27.96	
	12-03-28	22-00-20005	REFUND OVERPMT	27.96	
01 COMCAST CABLE				158.50	
	12-03-8896	10-90-53900	CABLE/INTERNET	158.50	

A / P W A R R A N T L I S T

[NW1]

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CCP INDUSTRIES INC IN00869183		10-15-60900	VINYL PROT, GLS C	167.44	167.44
01 CINTAS DOCUMENT MANAGEMENT DD25142007		10-10-60100	DOC SHREDDING	62.57	62.57
01 COMED				4788.87	
	12-03-2027	10-15-53000	ROLLING MDW DR	4566.96	
	12-03-4052	10-15-53000	STEPHEN ST 2/28-3	60.98	
	12-03-8014	10-15-53000	ILLINOIS ST 2/28-	19.66	
	12/03-0007	10-15-53000	TALCOTT 2/28-3/28	141.27	
01 CAREY C COSENTINO, PC 12-03-31		10-90-56430	MAR 2012 SVCS	1500.00	1500.00
01 CIVIC PLUS 35628		10-35-57515	MATS	61.90	61.90
01 DON MORRIS ARCHITECTS PC 03-12		10-25-56550	MAR 2012 SVCS	400.00	400.00
01 DUSTCATCHERS				149.46	
	35629	10-35-57500	MATS	74.73	
	35629-00	10-35-57500	FLOOR MATS	74.73	
01 ELITE TRANSMISSION 7693		10-17-57000	REPAIR 093	250.30	250.30
01 EXELÓN ENERGY INC 100589700290		22-10-54150	EAGLE RIDGE	228.96	228.96
01 FASTENAL COMPANY ILROM30198		10-17-61300	MISC HDWE	60.08	60.08
01 FEDERAL EXPRESS CORP 7-837-08013		10-10-52300	SHIPPING	82.42	82.42
01 FRANK NOVOTNY & ASSOCIATES INC				48981.88	
	02115-42	22-15-54110	PH 2 CSO FLOW MON	887.19	
	06028.GE-29	10-15-56300	1/1/12-2/29/12	292.00	
	10041-8	17-11-581100	PHASE 1 SVCS	23054.28	
	10360-8	25-00-567100	WTR TRTMT PLNT RE	20246.02	
	12022-1	22-05-56300	2012 CDBG APPL	2284.39	
	12043-1	22-10-56300	MWRDGC	146.00	
	12053-1	10-15-56300	2012 PROJECT BUDG	292.00	
	12079-1	10-15-56300	13048 ROLLING MDW	146.00	
	12080-1	10-15-56400	GOC COM ED EXHIBI	1342.00	
	12083-1	10-15-56300	13001 MAIN ST	219.00	
	12121	22-05-56300	2010 SUPL CDBG GR	73.00	
01 FEDERAL SIGNAL CORP 97029483		10-20-52600	WIRELESS TRNSMTR	446.20	446.20
01 G & H IMPORT AUTO PARTS INC 601331		10-17-61100	PARTS	48.85	48.85
01 GT MECHANICAL INC				5406.00	
	1100015063	10-15-57000	NOV-JAN	2703.00	
	1200010087	10-15-57000	FEB-APR	2703.00	
01 GUARANTEED TECH SERV & CONSULT				3065.68	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	2010159	80-00-70100	I T SUPPORT	2005.00	
	2010203	80-00-70100	I T SUPPORT	995.00	
	2010204	80-00-70100	I T SUPPORT	65.68	
01 HAWK ELECTRONICS INC 494887		10-10-60100	PAPER	67.72	67.72
01 HOMER INDUSTRIES LLC S43592		10-15-60900	MULCH	264.00	264.00
01 ILLINOIS ASSOCIATION OF CHIEFS 12-06-07-10		10-20-52100	JUNE 7-10	245.00	245.00
01 INKWELL LTD 57406 57463		10-30-60100 10-20-60100	TONER TONER	338.53 95.55 242.98	
01 IMPERIAL SERVICE SYSTEMS, INC 56870 57150 57150 57150 57150 57150		10-35-61000 10-35-57500 10-35-57505 75-00-57350 72-00-57000 10-35-57515	KEYS APR '12 CLEANING APR '12 CLEANING APR '12 CLEANING APR '12 CLEANING APR '12 CLEANING	1753.80 64.80 656.00 34.00 34.00 34.00 931.00	
01 DENISE KAHLE 11-04		10-00-29400	CLOSE 11-04	318.43	318.43
01 MANCARI'S CHRYSLER JEEP 390497		10-17-61100	PARTS	114.32	114.32
01 MECCON INDUSTRIES 11-4418		25-00-567200	HOUSTON/STATE	111383.70	111383.70
01 MENARD'S 84118		10-15-61300	SHOVELS	29.97	29.97
01 MUNICIPAL FLEET MANAGERS ASSOC 12-04-02		10-17-52200	12-13 MFMA DUES	30.00	30.00
01 M & M AUTO GLASS & UPHOLSTERY 467630		10-17-57000	02 TRAIL BLAZER	95.00	95.00
01 MORRIS ENGINEERING INC 12-02828		10-25-56305	12-LT-4001	1675.00	1675.00
01 NAPA AUTO PARTS 464304 464382 464412 464536 464595 465010 465019 465138 465185 465186 465603 466058 466059		10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100 10-17-61100	PARTS #19 PARTS #082 PARTS #19 PARTS #19 PARTS 00 RAM P/U PARTS #145 PARTS #145 PARTS PARTS RETURN PARTS #011,P031,0 PARTS PARTS #065 PARTS	1888.34 42.28 29.00 49.15 11.69 12.88 397.83 26.09 14.06 169.57 37.44 16.47 143.98 619.87	

A / P W A R R A N T L I S T

REGISTER # 412

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	466147	10-17-61100	PARTS	25.56	
	466186	10-17-61100	PARTS	53.85	
	466446	10-17-61100	PARTS RETURN	13.79-	
	467114	10-17-61100	PARTS#065	182.79	
	467130	10-17-61100	PARTS 1815	13.08	
	467373	10-17-61100	PARTS	461.68	
	467421	10-17-61100	CORE DEPOSIT	66.00-	
01 NORTH AMERICAN SALT CO				6865.59	
	70815065	22-05-61050	SALT	2290.35	
	70815066	22-05-61050	SALT	2283.07	
	70817402	22-05-61050	SALT WELL#5	2292.17	
01 NEXTEL COMMUNICATIONS				2988.91	
	180900510-122	10-90-53900	SPRINT SVCS	2988.91	
01 NICOR GAS				99.81	
	12-03-8700 1	22-10-54150	SMITH FARMS	25.50	
	12-03-93785	22-05-54400	WELL #6	22.79	
	12-03-95892	22-10-54150	TARGET-KOHL'S	25.50	
	12/03-2382 4	22-10-54150	GLENS OF CONNEMAR	26.02	
01 MARYANN NOWAK				32.00	
	12-03-29	10-53-68010	INSTRUCTOR	32.00	
01 PARADISE PARK, LLC				314.62	
	28-01	10-00-29400	CLOSE 28-01	314.62	
01 PARRY, MONA				614.69	
	12-03-28	10-53-68010	LCA PURCHASES	614.69	
01 PETTY CASH - POLICE DEPT				362.03	
	12-03-29	10-20-52500	PRINTING	20.60	
	12-03-29	10-20-52100	CHIEF'S MEETINGS	115.09	
	12-03-29	10-20-57000	CHIEF'S VEHICLE	152.00	
	12-03-29	10-20-60100	NEMRT CLASS	74.34	
01 PINNER ELECTRIC INCORP				400.00	
	22030	40-00-60900	TRAFFIC SIGNALS	400.00	
01 P F PETTIBONE & CO				978.45	
	24971	10-20-52500	WARNINGS	978.45	
01 PEPPERS LEMONT AUTO CARE				101.46	
	79009	10-17-57000	06 DODGE CHRGR	101.46	
01 POPLAWSKI, MARGARET				36.49	
	12-03-28	10-53-68010	LCA PURCHASES	36.49	
01 QUILL CORPORATION				184.96	
	1969348	10-10-60100	ENVELOPES	21.59	
	2060138	10-10-60100	PCRDS,LBLs,BNDR	32.72	
	2116769	10-10-60100	POSTCARDS	40.66	
	2129251	10-10-60100	STORAGE BOXES	89.99	
01 RAGS ELECTRIC				755.16	
	8037	10-15-56400	ELEC INSP	184.00	
	8057	10-15-57400	LIGHT REPAIR	275.00	
	8058	40-00-60900	LAMP PARTS	296.16	
01 RAINBOW PRINTING				317.90	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	408763	22-05-60100	UB ENVELOPES	171.95	
	408792	10-10-60100	BSNS CARDS-LM	145.95	
01 ROD BAKER FORD				122.09	
113021	10-17-61100	PARTS		122.09	
01 RCM DATA CORPORATION				1149.00	
IN37879	10-10-60100	TONER 7760		1149.00	
01 COOK COUNTY RECORDER OF DEEDS				442.75	
12-03-27	10-25-52450	RECORDING FEES		442.75	
01 STRICTLY BOARD-UP INC				185.00	
6044	10-25-57650	735 CZACKI		185.00	
01 SUREFIRE AUTO PARTS				1771.63	
12-03-31	10-20-57000	MISC CLNRS, ETC		112.98	
235581	10-17-61100	PARTS		95.06	
235814	10-17-61100	PARTS		47.18	
235846	10-17-61100	PARTS		49.40	
236004	10-17-61100	PARTS		459.37	
236506	10-17-61100	PARTS		121.37	
236892	10-17-61100	PARTS		48.63	
237374	10-17-61100	PARTS		109.95	
238817	10-17-61100	PARTS		4.18	
238848	10-17-61100	PARTS		255.83	
239443	10-17-61100	PARTS		200.93	
239572	10-17-61100	PARTS		204.90	
239753	10-17-61100	PARTS		7.99	
239798	10-17-61100	PARTS		53.86	
01 RITA SLAGER				144.00	
12-03-28	75-00-20005	COMM PKG REFUND		144.00	
01 SUBURBAN LIFE PUBLICATIONS				1144.48	
12-02-29	10-10-52450	2/3/12 AD		320.00	
12-02-29	10-10-52450	2/17 AD		320.00	
558676	10-00-29400	LEGAL NOTICE 12-0		199.52	
564377	10-00-28500	SF LEGAL NOTICE		304.96	
01 SMOLLEN, CHARLENE				163.95	
12-04-02	10-05-52100	CONFERENCE EXP		163.95	
01 SMITH PAINTING & DECORATING SE				4100.00	
6421	22-05-58000	WELL #5 TANKS		4100.00	
01 SECRETARY OF STATE				95.00	
11COFO-000766	10-20-57000	04 GMC SIERRA 250		95.00	
01 TESKA ASSOCIATES INC				785.00	
56618887	10-90-70100	COPIER LEASES		785.00	
01 TOSHIBA FINANCIAL SERVICES				785.00	
57006443	10-90-70100	COPIER LEASES		785.00	
01 CARDONA-TAPIA, CARLA				90.00	
12-03-21	10-53-68010	INSTRUCTOR		90.00	
01 TOSHIBA BUSINESS SOLUTIONS				96.10	
864978	10-10-60100	COPIER STAPLES		96.10	
01 TIGERDIRECT INC.				1508.51	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	F86375300101	80-00-70100	CARE PACK	717.64	
	F92476370101	80-00-70100	COMPUTER PARTS	441.25	
	F93217440101	80-00-70100	PC CLNG SUPPLIES	62.10	
	P38637050101	80-00-70100	4YR UPG WARRANTY	287.52	
01 T P I				2875.00	
	6217	10-25-56400	MAR 2012		2275.00
	6217	10-25-56550	MAR 2012		600.00
01 TRUCK VAULT				726.30	
	109795	10-20-57000	F-150 BED		726.30
01 URBAN FOREST MANAGEMENT				398.75	
	120215	10-30-56600	CASE 22-14		398.75
01 RANDY VICK				31.85	
	12-03-28	10-53-68010	LAC PURCHASE		31.85
01 WASTE MANAGEMENT				24.00	
	4460442-2007-2	10-15-52900	MAR 2012 SVC		24.00
01 WENTWORTH TIRE SERVICE INC				781.50	
	412228	10-17-61100	TIRES		453.00
	412229	10-17-61100	TIRES		328.50
** TOTAL CHECKS TO BE ISSUED				238688.27	

FUND	AMOUNT
GENERAL FUND	61396.11
GENERAL DEBT SERVICE	535.00
T.I.F.	23054.28
WATER & SEWER FUND	15246.62
W & S ALT REV BOND	535.00
WATER/SEWER CAPITAL IMPROVE FUND	131629.72
MOTOR FUEL TAX	696.16
ROAD IMPROVEMENT FUND	809.19
PARKING GARAGE FUND	34.00
PARKING LOT FUND	178.00
GENERAL CAPITAL IMPROVEMENTS	4574.19
*** GRAND TOTAL ***	238688.27

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
92 CONCEPT WIRELESS COMMUNICATION	153445	92-00-60100	VBC FOR MOTOROLA	24.89	24.89
92 ENTERPRISE FLEET MANAGEMENT	2284	92-00-60100	MAR 2012	1738.81	1738.81
92 WRIGHT EXPRESS FSC	39938226	92-00-60100	FUEL	750.85	750.85
92 ILLINOIS ASSOCIATION OF CHIEFS	MIRABE-BATTLE12	92-00-52100	MEMBERSHIP	85.00	85.00
92 LEXISNEXIS RISK DATA MANAGEMEN	1340445-2012022	92-00-56650	FEB 2012 MIN	232.50	100.00
	1365975	92-00-56650	FEB 12 SEARCHES		132.50
92 MERCHANTS AUTOMOTIVE GROUP	540363	92-00-56650	2/12 VEH LEASES	1914.00	1914.00
92 MOTOROLA	58991312012	92-00-56650	PHONES	477.00	265.00
	59351312012	92-00-56650	PHONES		212.00
92 OFFICE DEPOT	1446180776	92-00-60100	OFFICE SUPPLIES	119.80	119.80
92 P F PETTIBONE & CO	24812	92-00-60100	BADGES	862.00	862.00
92 QUILL CORPORATION	42297800	92-00-60100	OFFICE SUPPLIES	434.24	286.95
	42407098	92-00-60100	OFFICE SUPPLIES		147.29
92 THE INK WELL	32643	92-00-60100	BUSINESS CARDS	350.00	350.00
92 VERIZON WIRELESS	2699985413	92-00-56650	PHONES	311.61	83.55
	2709652704	92-00-10105	PHONES		228.06
** TOTAL CHECKS TO BE ISSUED				7300.70	



SYS DATE:04/05/12

VILLAGE OF LEMONT

SYS TIME:15:03

A / P W A R R A N T L I S T

[NW1]

REGISTER # 413

DATE: 04/05/12

Thursday April 05,2012

PAGE 2

FUND	AMOUNT
GMAT AGENCY FUND	7300.70
*** GRAND TOTAL ***	7300.70

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
92 RUTH, DANIEL J 462	12-03-14	04/05/12 92-00-52100	10039 SAN DIEGO, CA	378.65	378.65
92 BRIAN ZABA 462	12-03-14	04/05/12 92-00-52100	10038 SAN DIEGO, CA	366.95	366.95
** TOTAL MANUAL CHECKS REGISTERED				745.60	

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
92	7300.70	745.60	8046.30
TOTAL CASH	7300.70	745.60	8046.30

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
92	7300.70	745.60	8046.30
TOTAL DISTR	7300.70	745.60	8046.30

SYS DATE:04/05/12

VILLAGE OF LEMONT

SYS TIME:15:14

A / P W A R R A N T L I S T

[NW1]

REGISTER # 414

DATE: 04/05/12

Thursday April 05,2012

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
92 ACTION SCREEN PRINT	32936	92-00-60100	APPAREL	2426.54	2426.54
92 ILLINOIS TOLLWAY	12-0314	92-00-60100	TOLLS	60.13	60.13
** TOTAL CHECKS TO BE ISSUED				2486.67	

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Reducing Number of Class C-1 Liquor Licenses)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9th DAY OF April, 2012**

**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 April, 2012.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Reducing Number of Class C-1 Liquor Licenses)**

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

**WHEREAS**, Turnabout Pizza Inc., a business establishment within the Village was previously licensed to sell alcohol pursuant to a Class C-1 liquor license granted by the Village; and

**WHEREAS**, Turnabout Pizza Inc., has no intention of seeking a renewal of its Class C-1 liquor license; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont desire to reduce the number of Class C-1 liquor licenses granted.

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

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

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

5.040.080 License – Fees – Classes of Operator.

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

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

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 9th day of April, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

**BRIAN K. REAVES**  
President

ATTEST:

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**CHARLENE M. SMOLLEN**  
Village Clerk

# LEMONT

**Mayor**

Brian K. Reaves

**Village Clerk**

Charlene M. Smollen

**Administrator**

Benjamin P. Wehmeier

**Trustees**

Ron Stapleton

Debby Blatzer

Cliff Miklos

Jeanette Virgilio

Paul Chialdikas

Rick Sniegowski

***Village of Faith***

418 Main Street ♦ Lemont, IL 60439-3788

## VILLAGE ADMINISTRATOR BUDGET MEMO

**TO:** Mayor & Village Board

**FROM:** **Benjamin P. Wehmeier, Village Administrator and Budget Officer**

**SUBJECT:** **Proposed FY 2012/13**  
Operating and Capital Fiscal Plan Budget

**DATE:** April 9, 2012

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I respectfully present to the Mayor and the Village Trustees the FY 2012/2013 budget for the Village of Lemont. The Department Heads, Finance Committee, and other Village Staff have worked hard to put together this document incorporating goals of the Village while ensuring our fiduciary roll of maintaining the Village Treasury. Specifically I would like to thank Trustee Rick Sniegowski, Ted Friedley, Lynn McCammon, and George Schafer.

During the FY 11-12, significant work was done to further improve the Village's financial operation and positioning. A great emphasis was made to further build general fund balances back up, maintaining an additional 10% reserve in working case and reviewing the operations of the financial process. As a result of this emphasis, the Village changed to the Budget Officer System for overseeing the Village's finances, overhauled and added new financial policies and procedures, continued to maintain the additional 10% reserve in working cash and will finish the year at least doubling the fund balance over FY 11-12. In addition, for the first time the Administration and Finance Departments produce the CAFR in house. All the efforts paid off with the Village maintaining an Aa2 bond rating with a stable outlook. Looking ahead to the upcoming fiscal year, the finalization of a strategic plan and implementation of a new software system will be in place to further enhance efforts in the oversight and operation of Village finances.

The Village has and will continue to maintain basic core functions. Staffing levels continue small decreases through attrition, but functions have been replaced through part time assistance and continue efforts to streamline processes.

## **I. GENERAL ECONOMIC OVERVIEW**

The current economic condition results have begun to stabilize with limited growth. The Village continues to see a cash flow impact from delays in payment of income tax state shared revenue, which continues to average about four month behind schedule. The upcoming FY projection is based on the expectation that the income tax per capita will slowing improves and result in about \$50,000 increase. Talk has decreased over the state reducing this vital revenue streams and COGs are pushing to make this revenue stream payment similar to sales tax.

The motor fuel tax (MFT) has begun to see a decrease per capita. It is projected that the Village will see a modest decrease primarily due to change in census data combined with the per capita formula from the previous year's budget.

The Village's sales tax had begun to improve in FY 10/11 from previous years; however FY 11/12 has begun to see modest decrease which is expected to continue in FY12/13, even with new businesses projected to come on line. There continue to be concern due to raise fuel cost and the impacts to the cost of goods which will impact households' discretionary income. The Village will continue to be conservative as it monitors this revenue.

Water revenues will continue to remain flat during the current downturn in the housing markets, reduced road construction and reduced usage at the discretionary level (lawn sprinklers). The sewage fee will not increase. This fee is based primarily on additional requirements by the IEPA and MWRD concerning issues within both the combined and separated system which have led to overflows in violation of the clean water act.

Due to the PTELL, the Village is seeing a very modest increase within the property taxes for the upcoming FY. Police Pension accounts for \$500,000 of this. Several of the sub-levies limits have changed to coincide with expenditures. In addition, a onetime adjustment has been made to IMRF and SS under the fund balance policy. It is expected these will return to previous levels in the future.

## **CAPITAL IMPROVEMENT PROJECTS AND EQUIPMENT**

Due to this being a non-vehicle sticker year, there are no major capital projects or equipment purchase being made within the general. The Village will be revising its process and its capital plan for both projects and equipment for the next five years in the coming months. The road plan has shifted of the bulk of funds from a reconstruction focus to maintenance/resurfacing focus to prevent future additional reconstruction and utilization of shared funds for major reconstruction either through the state or federal funds disbursed through the Southwest Conference of Mayors. This upcoming year will focus on local street resurfacing and the reconstruction of Archer/Derby/McCarthy and Walker and McCarthy intersection.



## **II. TOTAL BUDGET OVERVIEW**

The proposed budget expenditures and revenues submitted for FY 2012-2013 will be at about \$8.3 million for expenditures and expected revenues of \$8.5 million. Department Heads have limited spending to basic core functions of the Village. Reduction in forces over the last three years will result in the Village's authorized FTE down to sixty-two personnel from seventy- nine. A contingency budget plan is being developed to plan for further reduction in revenue if it to comes to reality.

## **III. GENERAL FUND**

The General Fund is the funding location for most day-to-day operational activities of the Village. General Fund revenues are anticipated to stabilize. The sales tax and building related fees will continue to be leveled at a significantly reduced point from previous years.

## **IV. WORKING CASH FUND**

This fund represents a cash flow fund that provides financial cushion in case of unanticipated expenses or lagging real estate taxes. The anticipated interest figure will be transferred to the General Fund. Currently this fund accounts for an additional 10% fund balance for General Fund that is available if needed.

## **V. TIF FUNDS**

The Village has a total of three TIF Districts which it oversees and administers for the purpose of facilitating redevelopment in designated areas of the Village.

Gateway TIF – The Village will see a small increase in projected increment. In addition, a significant vacant parcel will see development to further enhance the revenue. Most of the focus this upcoming year will be a redevelopment opportunities on this corner.

Downtown TIF – As this TIF begins to be wound up the Village is pushing for several projects to be completed. This upcoming fiscal year is focused on engineering for Illinois Street in preparation for construction in 2013. The other major project will be repairs to both bridges in the downtown.

The Canal District TIF was established in 2005. No new projects are proposed or planned with increment being utilized for bond payment.

## **VI. WATER & SEWER FUND**

The Water & Sewer Fund is the designated fund for the receipt of all water and sewer revenues. The Water & Sewer Fund is the designated fund for the expenditure of all water and sewer operational expenses. The Water and Sewer Fund will maintain flat in revenue for water usage primary due to a large user coming off line.

Sewer flat fee increase will result in additional revenue for purposes of compliance with IEPA and MWRD. The first year of these funds will be primarily for analysis, sewer surveys and engineering. The Village will continue to focus on items related to the LTCP, which will include televising, smoke testing and cleaning.

## **VII. WATER & SEWER CAPITAL IMPROVEMENT FUND**

The Water & Sewer Capital Improvement Fund is the designated location for the financing of all capital improvement projects' related to the water system, sewer system and overall drainage system. The water and sewer income includes the water & sewer connection fees and CDBG funds. Current projects proposed for this fiscal year include: CDBG water main replacement on McCarthy and Logan Street is funded through connection fees and operational revenue fees

## **VIII. MOTOR FUEL TAX FUND**

The 2012 MFT program includes the engineering and resurfacing for local street maintenance for Timberline and Dolin. In addition, repairs to the Des Plaines River Bridge and Derby Bridge will be complete, along with stripping of Timberline and enhanced crosswalks adjacent to school zones. Final routine maintenance and material costs including pavement striping, street repairs and snow/ice control.

## **IX. ROAD IMPROVEMENT FUND**

The major source of revenue for this fund is the receipts from utility taxes. These funds are used to help finance the Village's road projects. The projects included in this year's Road Reconstruction/Resurfacing Plan include shared cost for Walker/McCarthy Road intersection reconstruction and signalization and cost for construction and construction engineering of McCarthy/Derby/Archer Road reconstruction project.

## **X. IMRF FUND**

The Illinois Municipal Retirement Fund represents the state-mandated pension fund for all non-sworn employees working more than 1,000 hours per year. Efforts have been made over the past several years to reduce our fund balance.

## **XI. SOCIAL SECURITY FUND**

This fund represents the federally mandated pension fund that affects all employees except sworn officers.

## **XII. PARKING LOT FUND**

The Parking Lot Fund is the designated fund for all financial activities related to the operation of the commuter parking facility. The estimated cost for snow removal and landscaping has been moved from the Public Works budget to the Parking Lot Fund. The parking lots are scheduled to be resurfaced this year with the fund balance that has accrued.

### **XIII. GENERAL CAPITAL IMPROVEMENT FUND**

The General Capital Improvement Fund is the designated fund for grant funds and developer contributions intended to fund capital projects and programs. The major expenditures proposed for this fund in the upcoming year IT infrastructure improvements.

### **XVII. POLICE PENSION FUND**

The Police Pension Fund represents the state-mandated pension system for all sworn Police personnel.

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE FY 2012-2013 BUDGET AND CAPITAL  
IMPROVEMENT PLAN**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9th DAY OF APRIL, 2012**

**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 April, 2012.**

Ordinance no. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE FY 2012-2013 BUDGET AND CAPITAL IMPROVEMENT PLAN**

**WHEREAS**, the Village of Lemont has formulated and reviewed projected revenue and expenditures anticipated for the Fiscal Year beginning May 1, 2010 and ending April 30, 2013; and,

**WHEREAS**, following meeting with Department Heads, Finance Committee and the Committee of the Whole and a Public Hearing, the budget process has concluded with a final Budget document attached as Exhibit A.

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Village Board of the Village of Lemont that the Operating and Capital Improvement Budget for the Fiscal Year commencing May 1, 2012 is hereby adopted.

**SECTION 1:** 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 2:** Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

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

(Remainder of this Page intentionally blank)

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this 9<sup>th</sup> day of April, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
**President**

ATTEST:

---

**CHARLENE M. SMOLLEN**  
**Village Clerk**

**FIVE YEAR  
OPERATING & CAPITAL  
IMPROVEMENT BUDGET**

.....  
MAY 1, 2012 – APRIL 30, 2016



**VILLAGE OF LEMONT**

# VILLAGE OF LEMONT

## ..... 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.*



**Five Year Operating & Capital Improvement Budget  
May 1, 2012 – April 30, 2016**



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# LEMONT

**Mayor**

Brian K. Reaves

**Village Clerk**

Charlene M. Smollen

**Administrator**

Benjamin P. Wehmeier

**Trustees**

Ron Stapleton

Debby Blatzer

Cliff Miklos

Jeanette Virgilio

Paul Chialdikas

Rick Sniegowski

***Village of Faith***

418 Main Street ♦ Lemont, IL 60439-3788

## VILLAGE ADMINISTRATOR BUDGET MEMO

**TO:** Mayor & Village Board

**FROM:** **Benjamin P. Wehmeier, Village Administrator and Budget Officer**

**SUBJECT:** **Proposed FY 2012/13**  
Operating and Capital Fiscal Plan Budget

**DATE:** April 9, 2012

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I respectfully present to the Mayor and the Village Trustees the FY 2012/2013 budget for the Village of Lemont. The Department Heads, Finance Committee, and other Village Staff have worked hard to put together this document incorporating goals of the Village while ensuring our fiduciary roll of maintaining the Village Treasury. Specifically I would like to thank Trustee Rick Sniegowski, Ted Friedley, Lynn McCammon, and George Schafer.

During the FY 11-12, significant work was done to further improve the Village's financial operation and positioning. A great emphasis was made to further build general fund balances back up, maintaining an additional 10% reserve in working case and reviewing the operations of the financial process. As a result of this emphasis, the Village changed to the Budget Officer System for overseeing the Village's finances, overhauled and added new financial policies and procedures, continued to maintain the additional 10% reserve in working cash and will finish the year at least doubling the fund balance over FY 11-12. In addition, for the first time the Administration and Finance Departments produce the CAFR in house. All the efforts paid off with the Village maintaining an Aa2 bond rating with a stable outlook. Looking ahead to the upcoming fiscal year, the finalization of a strategic plan and implementation of a new software system will be in place to further enhance efforts in the oversight and operation of Village finances.

The Village has and will continue to maintain basic core functions. Staffing levels continue small decreases through attrition, but functions have been replaced through part time assistance and continue efforts to streamline processes.

## **I. GENERAL ECONOMIC OVERVIEW**

The current economic condition results have begun to stabilize with limited growth. The Village continues to see a cash flow impact from delays in payment of income tax state shared revenue, which continues to average about four month behind schedule. The upcoming FY projection is based on the expectation that the income tax per capita will slowing improves and result in about \$50,000 increase. Talk has decreased over the state reducing this vital revenue streams and COGs are pushing to make this revenue stream payment similar to sales tax.

The motor fuel tax (MFT) has begun to see a decrease per capita. It is projected that the Village will see a modest decrease primarily due to change in census data combined with the per capita formula from the previous year's budget.

The Village's sales tax had begun to improve in FY 10/11 from previous years; however FY 11/12 has begun to see modest decrease which is expected to continue in FY12/13, even with new businesses projected to come on line. There continue to be concern due to raise fuel cost and the impacts to the cost of goods which will impact households' discretionary income. The Village will continue to be conservative as it monitors this revenue.

Water revenues will continue to remain flat during the current downturn in the housing markets, reduced road construction and reduced usage at the discretionary level (lawn sprinklers). The sewage fee will not increase. This fee is based primarily on additional requirements by the IEPA and MWRD concerning issues within both the combined and separated system which have led to overflows in violation of the clean water act.

Due to the PTELL, the Village is seeing a very modest increase within the property taxes for the upcoming FY. Police Pension accounts for \$500,000 of this. Several of the sub-levies limits have changed to coincide with expenditures. In addition, a onetime adjustment has been made to IMRF and SS under the fund balance policy. It is expected these will return to previous levels in the future.

## **CAPITAL IMPROVEMENT PROJECTS AND EQUIPMENT**

Due to this being a non-vehicle sticker year, there are no major capital projects or equipment purchase being made within the general. The Village will be revising its process and its capital plan for both projects and equipment for the next five years in the coming months. The road plan has shifted of the bulk of funds from a reconstruction focus to maintenance/resurfacing focus to prevent future additional reconstruction and utilization of shared funds for major reconstruction either through the state or federal funds disbursed through the Southwest Conference of Mayors. This upcoming year will focus on local street resurfacing and the reconstruction of Archer/Derby/McCarthy and Walker and McCarthy intersection.

## **II. TOTAL BUDGET OVERVIEW**

The proposed budget expenditures and revenues submitted for FY 2012-2013 will be at about \$8.3 million for expenditures and expected revenues of \$8.5 million. Department Heads have limited spending to basic core functions of the Village. Reduction in forces over the last three years will result in the Village's authorized FTE down to sixty-two personnel from seventy- nine. A contingency budget plan is being developed to plan for further reduction in revenue if it to comes to reality.

## **III. GENERAL FUND**

The General Fund is the funding location for most day-to-day operational activities of the Village. General Fund revenues are anticipated to stabilize. The sales tax and building related fees will continue to be leveled at a significantly reduced point from previous years.

## **IV. WORKING CASH FUND**

This fund represents a cash flow fund that provides financial cushion in case of unanticipated expenses or lagging real estate taxes. The anticipated interest figure will be transferred to the General Fund. Currently this fund accounts for an additional 10% fund balance for General Fund that is available if needed.

## **V. TIF FUNDS**

The Village has a total of three TIF Districts which it oversees and administers for the purpose of facilitating redevelopment in designated areas of the Village.

Gateway TIF – The Village will see a small increase in projected increment. In addition, a significant vacant parcel will see development to further enhance the revenue. Most of the focus this upcoming year will be a redevelopment opportunities on this corner.

Downtown TIF – As this TIF begins to be wound up the Village is pushing for several projects to be completed. This upcoming fiscal year is focused on engineering for Illinois Street in preparation for construction in 2013. The other major project will be repairs to both bridges in the downtown.

The Canal District TIF was established in 2005. No new projects are proposed or planned with increment being utilized for bond payment.

## **VI. WATER & SEWER FUND**

The Water & Sewer Fund is the designated fund for the receipt of all water and sewer revenues. The Water & Sewer Fund is the designated fund for the expenditure of all water and sewer operational expenses. The Water and Sewer Fund will maintain flat in revenue for water usage primary due to a large user coming off line.

Sewer flat fee increase will result in additional revenue for purposes of compliance with IEPA and MWRD. The first year of these funds will be primarily for analysis, sewer surveys and engineering. The Village will continue to focus on items related to the LTCP, which will include televising, smoke testing and cleaning.

## **VII. WATER & SEWER CAPITAL IMPROVEMENT FUND**

The Water & Sewer Capital Improvement Fund is the designated location for the financing of all capital improvement projects' related to the water system, sewer system and overall drainage system. The water and sewer income includes the water & sewer connection fees and CDBG funds. Current projects proposed for this fiscal year include: CDBG water main replacement on McCarthy and Logan Street is funded through connection fees and operational revenue fees

## **VIII. MOTOR FUEL TAX FUND**

The 2012 MFT program includes the engineering and resurfacing for local street maintenance for Timberline and Dolin. In addition, repairs to the Des Plaines River Bridge and Derby Bridge will be complete, along with stripping of Timberline and enhanced crosswalks adjacent to school zones. Final routine maintenance and material costs including pavement striping, street repairs and snow/ice control.

## **IX. ROAD IMPROVEMENT FUND**

The major source of revenue for this fund is the receipts from utility taxes. These funds are used to help finance the Village's road projects. The projects included in this year's Road Reconstruction/Resurfacing Plan include shared cost for Walker/McCarthy Road intersection reconstruction and signalization and cost for construction and construction engineering of McCarthy/Derby/Archer Road reconstruction project.

## **X. IMRF FUND**

The Illinois Municipal Retirement Fund represents the state-mandated pension fund for all non-sworn employees working more than 1,000 hours per year. Efforts have been made over the past several years to reduce our fund balance.

## **XI. SOCIAL SECURITY FUND**

This fund represents the federally mandated pension fund that affects all employees except sworn officers.

## **XII. PARKING LOT FUND**

The Parking Lot Fund is the designated fund for all financial activities related to the operation of the commuter parking facility. The estimated cost for snow removal and landscaping has been moved from the Public Works budget to the Parking Lot Fund. The parking lots are scheduled to be resurfaced this year with the fund balance that has accrued.

### **XIII. GENERAL CAPITAL IMPROVEMENT FUND**

The General Capital Improvement Fund is the designated fund for grant funds and developer contributions intended to fund capital projects and programs. The major expenditures proposed for this fund in the upcoming year IT infrastructure improvements.

### **XVII. POLICE PENSION FUND**

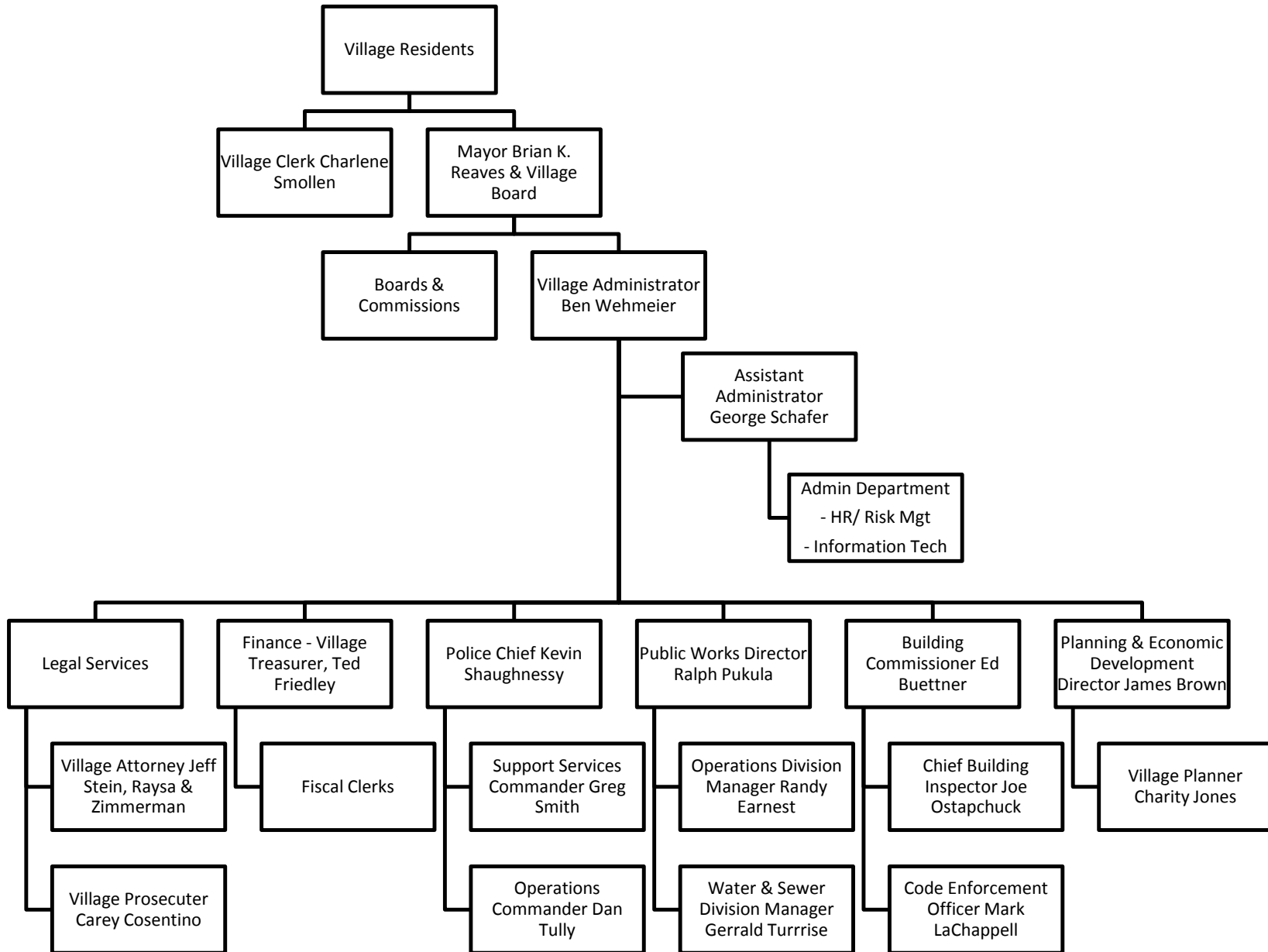
The Police Pension Fund represents the state-mandated pension system for all sworn Police personnel.



# VILLAGE ORGANIZATION



## VILLAGE OF LEMONT ORGANIZATIONAL CHART



**VILLAGE AUTHORIZED PERONNEL  
FULL-TIME POSITIONS  
FY 2008-09 THROUGH FY 2012-13**

	AUTHORIZED FY2008-09	AUTHORIZED FY2009-10	AUTHORIZED FY2010-11	AUTHORIZED FY2011-12	AUTHORIZED FY2012-13
<b>ADMINISTRATION</b>					
Village Administrator	1	1	1	1	1
Assistant Village Administrator	1	1	1	1	1
Assistant to Village Administrator	1	1	0	0	0
Executive Secretary	1	1	1	1	0
	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>2</b>
<b>ECONOMIC DEVELOPMENT</b>					
Economic Development Coordinator	0	0	0	0	0
Marketing Coordinator	1	1	1	1	1
	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>ENGINEERING</b>					
Village Engineer	0	0	0	0	0
Engineer	0	0	0	0	0
Administrative Assistant	0	0	0	0	0
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>POLICE DEPARTMENT</b>					
Police Chief	1	1	1	1	1
Police Administrator	1	0	0	0	0
Commander	2	2	2	2	2
Sergeants	5	3	6	6	6
Police Officers	23	21	18	18	18
Community Service Officer	2	2	2	2	2
Code Enforcement Officer	0	0	0	0	0
Administrative Assistant	0	0	0	0	0
Office Manager	1	1	1	1	1
Records Clerk	3	3	3	2	2
	<b>38</b>	<b>33</b>	<b>33</b>	<b>32</b>	<b>32</b>
<b>PUBLIC WORKS DEPARTMENT</b>					
Public Works Director	1	1	1	1	1
Assistant Public Works Director	1	1	0	0	0
Water Supervisor	2	2	1	1	1
Water Operator	1	1	1	1	1
Operations Supervisor	1	1	1	1	1
Fleet Manager	1	1	1	1	1
Mechanic	1	1	1	1	1
Crew Leaders	3	3	3	3	3
Maintenance Workers I & II	11	10	9	9	9
Water Billing Supervisor	1	1	1	1	1
Meter Reader/Custodian	1	1	1	1	1
Administrative Assistant	1	0	0	0	0
	<b>25</b>	<b>23</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>					
Community Development Director	1	1	1	1	1
Planner	1	1	1	1	1
Administrative Assistant	1	0	0	0	0
	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>BUILDING DEPARTMENT</b>					
Building Commissioner	1	1	1	1	1
Chief Building Inspector	1	1	1	1	1
Building Inspectors	0	0	0	0	0
Code Enforcement Officer	1	1	1	1	1
Administrative Assistant	2	1	1	1	1
	<b>5</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>FINANCE DEPARTMENT</b>					
Treasurer	1	1	1	0	1
Account Analyst	1	1	1	1	0
Account Assistant	1	1	1	1	0
Fiscal Assistant-Clerk	0	0	0	0	0
	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>TOTAL FULL-TIME POSITIONS</b>	<b>79</b>	<b>70</b>	<b>66</b>	<b>64</b>	<b>62</b>

**VILLAGE AUTHORIZED PERSONNEL  
PART - TIME POSITIONS  
FY 2008-09 THROUGH FY 2012-13**

	AUTHORIZED FY2008-09	AUTHORIZED FY2009-10	AUTHORIZED FY2010-11	AUTHORIZED FY2011-2012	AUTHORIZED FY2012-2013
<b>ADMINISTRATION</b>					
Administrative Intern	0	0	0	0	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>POLICE DEPARTMENT</b>					
Police Officers	8	8	6	6	6
Crime Prevention Officer	1	1	1	1	1
Crossing Guards	6	6	6	6	6
Traffic Aides	8	8	8	8	8
Cadets	11	11	11	11	11
Community Service Officers	0	0	0	0	0
Code Enforcement Officer	0	0	0	0	0
Police Evidence Custodian	1	1	1	1	1
Records Clerk	2	2	0	1	1
	<u>37</u>	<u>37</u>	<u>33</u>	<u>34</u>	<u>34</u>
<b>PUBLIC WORKS DEPARTMENT</b>					
Administrative Assistant	0	0	0	0	0
Meter Reader	0	0	0	0	0
Summer Maintenance Workers	5	5	5	7	7
	<u>5</u>	<u>5</u>	<u>5</u>	<u>7</u>	<u>7</u>
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>					
Administrative Assistant	0	0	0	0	0
Summer Planning Intern	0	0	0	1	1
Planning Intern	1	0	0	0	0
Planning & Zoning Commission Secretary	0	0	1	1	1
	<u>1</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>2</u>
<b>BUILDING DEPARTMENT</b>					
Administrative Assistant	1	1	1	1	1
Code Enforcement Officer	1	1	0	0	0
Plumbing Inspectors	2	2	2	2	2
Electrical Inspectors	2	2	2	2	2
Building Custodian	0	0	0	0	0
	<u>6</u>	<u>6</u>	<u>5</u>	<u>5</u>	<u>5</u>
<b>FINANCE DEPARTMENT</b>					
Clerk	2	2	2	2	2
	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>
<b>TOTAL PART-TIME POSITIONS</b>	<b>51</b>	<b>50</b>	<b>46</b>	<b>50</b>	<b>50</b>



# STATISTICAL SECTION

## SUMMARY OF REVENUES

Fund	FY 2011-12 BUDGET	FY 2012-13 PROPOSED	INCREASE/DECR EASE	% CHANGE
GENERAL FUND	9,218,750	8,501,020	-717,730	-7.79%
DEBT SERVICE FUND	1,247,530	1,172,881	-74,649	-5.98%
WORKING CASH FUND	15,000	250	-14,750	-98.33%
T.I.F. FUND - DOWNTOWN	981,000	1,140,250	159,250	16.23%
WATER & SEWER FUND	3,989,160	4,123,900	134,740	3.38%
W&S ALTERNATE REV, BOND	1,029,258	1,027,614	-1,644	-0.16%
W&S CAPITAL IMPROVEMENT FUND	5,912,000	560,000	-5,352,000	-90.53%
T.I.F. FUND - CANAL DISTRICT	441,000	327,000	-114,000	-25.85%
T.I.F. FUND - GATEWAY	100,000	100,000	0	0.00%
SSA #1 FUND	140,000	150,000	10,000	7.14%
MOTOR FUEL TAX	412,200	530,750	118,550	28.76%
ROAD IMPROVEMENT FUND	2,002,250	2,521,686	519,436	25.94%
IMRF FUND	250,200	204,337	-45,863	-18.33%
SOCIAL SECURITY FUND	240,500	137,866	-102,634	-42.68%
PARKING GARAGE FUND	24,600	24,600	0	0.00%
PARKING LOT FUND	80,000	79,025	-975	-1.22%
GENEARL CAPITAL IMPROVEMENT FUND	80,050	80,050	0	0.00%
POLICE BUILDING FUND	0	0	0	0.00%
POLICE PENSION FUND	970,000	500,000	-470,000	-48.45%
<b>SUB-TOTAL ALL FUNDS</b>	<b>27,133,498</b>	<b>21,181,229</b>	<b>-5,952,269</b>	<b>-21.94%</b>
<MINUS INTERFUND TRANSFERS>	4,851,195	4,452,292	-398,903	-8.22%
<b>TOTAL ALL FUNDS*</b>	<b>22,282,303</b>	<b>16,728,937</b>	<b>-5,553,366</b>	<b>-24.92%</b>

\*INCLUDES REALLOCATED PRIOR YEARS FUNDS OF \$5,912,000 FOR FY 2011-12

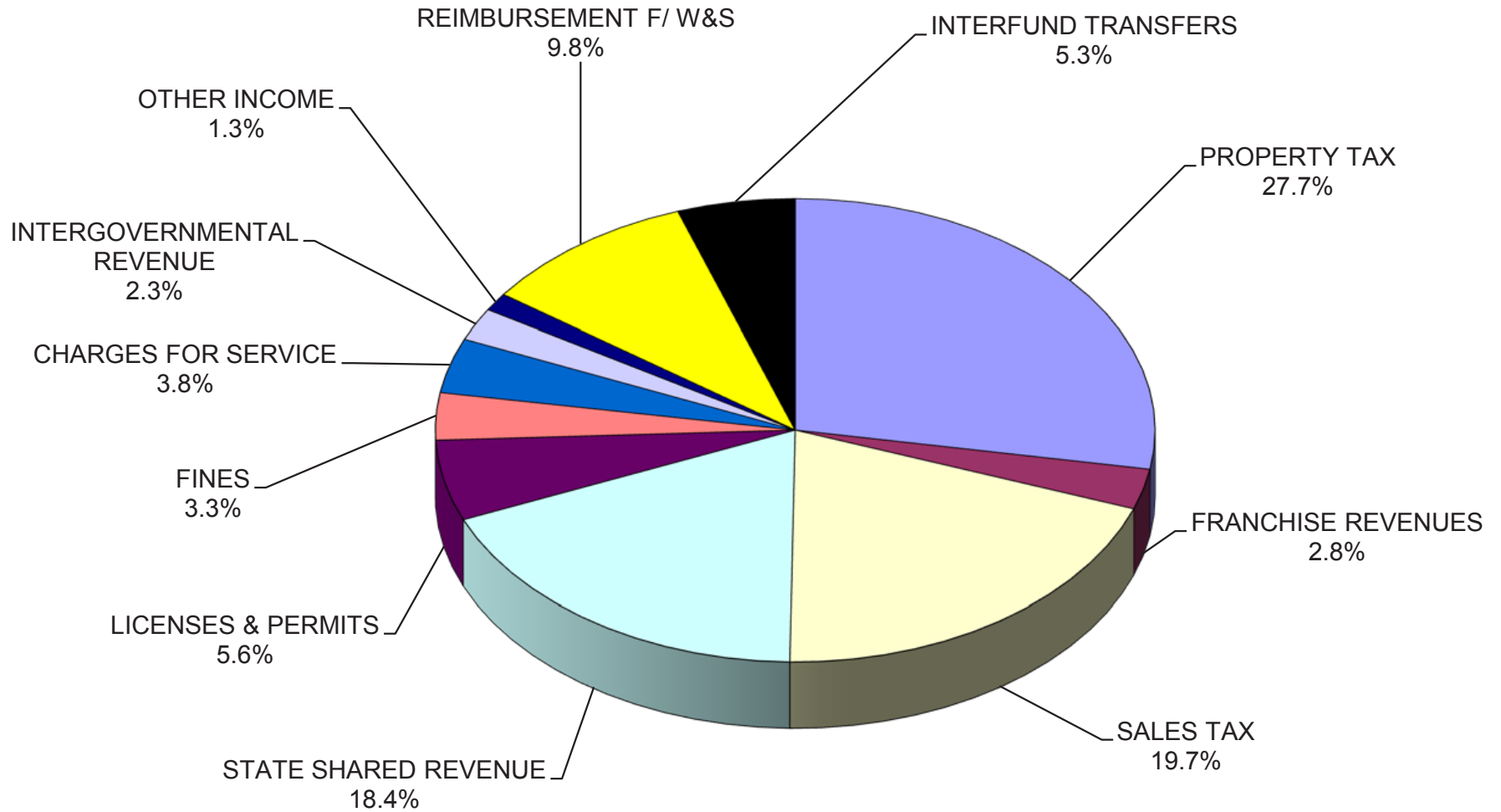
## SUMMARY OF EXPENDITURES

Fund	FY 2011-12 BUDGET	FY 2012-13 PROPOSED	INCREASE/DEC REASE	% CHANGE
<b>GENERAL FUND</b>				
MAYOR & VILLAGE BOARD	91,511	79,541	-\$11,970	-13.08%
ADMINISTRATION/FINANCE	585,750	533,113	-\$52,637	-8.99%
ENGINEERING	0	50,000	\$50,000	N/A
PUBLIC WORKS	820,517	705,700	-\$114,817	-13.99%
VEHICLE MAINTENANCE	329,850	345,300	\$15,450	4.68%
POLICE	3,406,945	3,344,920	-\$62,025	-1.82%
BUILDING	445,600	404,700	-\$40,900	-9.18%
COMMUNITY DEVELOPMENT	192,944	184,413	-\$8,531	-4.42%
BUILDINGS & GROUNDS	118,350	100,600	-\$17,750	-15.00%
PLANNING COMMISSION	2,200	0	-\$2,200	-100.00%
POLICE COMMISSION	2,000	6,000	\$4,000	200.00%
DOWNTOWN COMMISSION	56,330	72,140	\$15,810	28.07%
HISTORIC COMMISSION	2,225	2,225	\$0	0.00%
LEMA	52,841	25,245	-\$27,596	-52.22%
ODOR ALERT NETWORK	22,620	18,000	-\$4,620	-20.42%
ENVIRONMENTAL COMMISSION	3,500	3,500	\$0	0.00%
VIDEO ACCESS LEAGUE	9,000	9,000	\$0	0.00%
GENERAL ACCOUNTS	2,474,400	2,420,900	-\$53,500	-2.16%
<b>TOTAL</b>	<b>8,616,583</b>	<b>8,305,297</b>	<b>-\$311,286</b>	<b>-3.61%</b>
<b>DEBT SERVICE FUND</b>	<b>1,258,545</b>	<b>1,172,881</b>	<b>-\$85,664</b>	<b>-6.81%</b>
<b>WORKING CASH FUND</b>	<b>10,000</b>	<b>250</b>	<b>-\$9,750</b>	<b>-97.50%</b>
<b>T.I.F. FUND - DOWNTOWN</b>	<b>903,948</b>	<b>1,054,837</b>	<b>\$150,889</b>	<b>16.69%</b>
<b>T.I.F. FUND - CANAL</b>	<b>440,405</b>	<b>325,855</b>	<b>-\$114,550</b>	<b>-26.01%</b>
<b>T.I.F. FUND - GATEWAY</b>	<b>0</b>	<b>50,000</b>	<b>\$50,000</b>	
<b>SSA #1 FUND</b>	<b>140,713</b>	<b>142,300</b>	<b>\$1,587</b>	<b>1.13%</b>
<b>WATER &amp; SEWER FUND</b>				
WATER	811,700	689,050	-\$122,650	-15.11%
SEWER	218,000	182,000	-\$36,000	-16.51%
GENERAL ACCOUNTS	2,959,460	3,224,511	\$265,051	8.96%
<b>TOTAL</b>	<b>3,989,160</b>	<b>4,095,561</b>	<b>\$106,401</b>	<b>2.67%</b>
<b>W&amp;S ALTERNATE REV, BOND</b>	<b>1,029,258</b>	<b>1,027,614</b>	<b>-\$1,644</b>	<b>-0.16%</b>
<b>W&amp;S CAPITAL IMPROVEMENT FUND</b>	<b>5,108,735</b>	<b>553,000</b>	<b>-\$4,555,735</b>	<b>-89.18%</b>
<b>MOTOR FUEL TAX</b>	<b>412,200</b>	<b>530,000</b>	<b>\$117,800</b>	<b>28.58%</b>
<b>ROAD IMPROVEMENT FUND</b>	<b>1,997,380</b>	<b>2,520,881</b>	<b>\$523,501</b>	<b>26.21%</b>
<b>IMRF FUND</b>	<b>245,000</b>	<b>285,675</b>	<b>\$40,675</b>	<b>16.60%</b>
<b>SOCIAL SECURITY FUND</b>	<b>220,000</b>	<b>220,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>PARKING GARAGE FUND</b>	<b>33,290</b>	<b>33,500</b>	<b>\$210</b>	<b>0.63%</b>
<b>PARKING LOT FUND</b>	<b>74,807</b>	<b>69,510</b>	<b>-\$5,297</b>	<b>-7.08%</b>
<b>GENERAL CAPITAL IMPROVEMENT FUND</b>	<b>80,000</b>	<b>80,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>POLICE BUILDING FUND</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>POLICE PENSION FUND</b>	<b>383,100</b>	<b>387,100</b>	<b>\$4,000</b>	<b>1.04%</b>
<b>SUB-TOTAL ALL FUNDS</b>	<b>24,943,124</b>	<b>20,854,261</b>	<b>-\$4,088,863</b>	<b>-16.39%</b>
<MINUS INTERFUND TRANSFERS>	4,851,195	4,452,292	-\$398,903	-8.22%
<b>TOTAL ALL FUNDS*</b>	<b>20,091,929</b>	<b>16,401,969</b>	<b>-\$3,689,960</b>	<b>-18.37%</b>

\*INCLUDES REALLOCATED PRIOR YEARS FUNDS OF \$5,912,000 FOR FY 2011-12

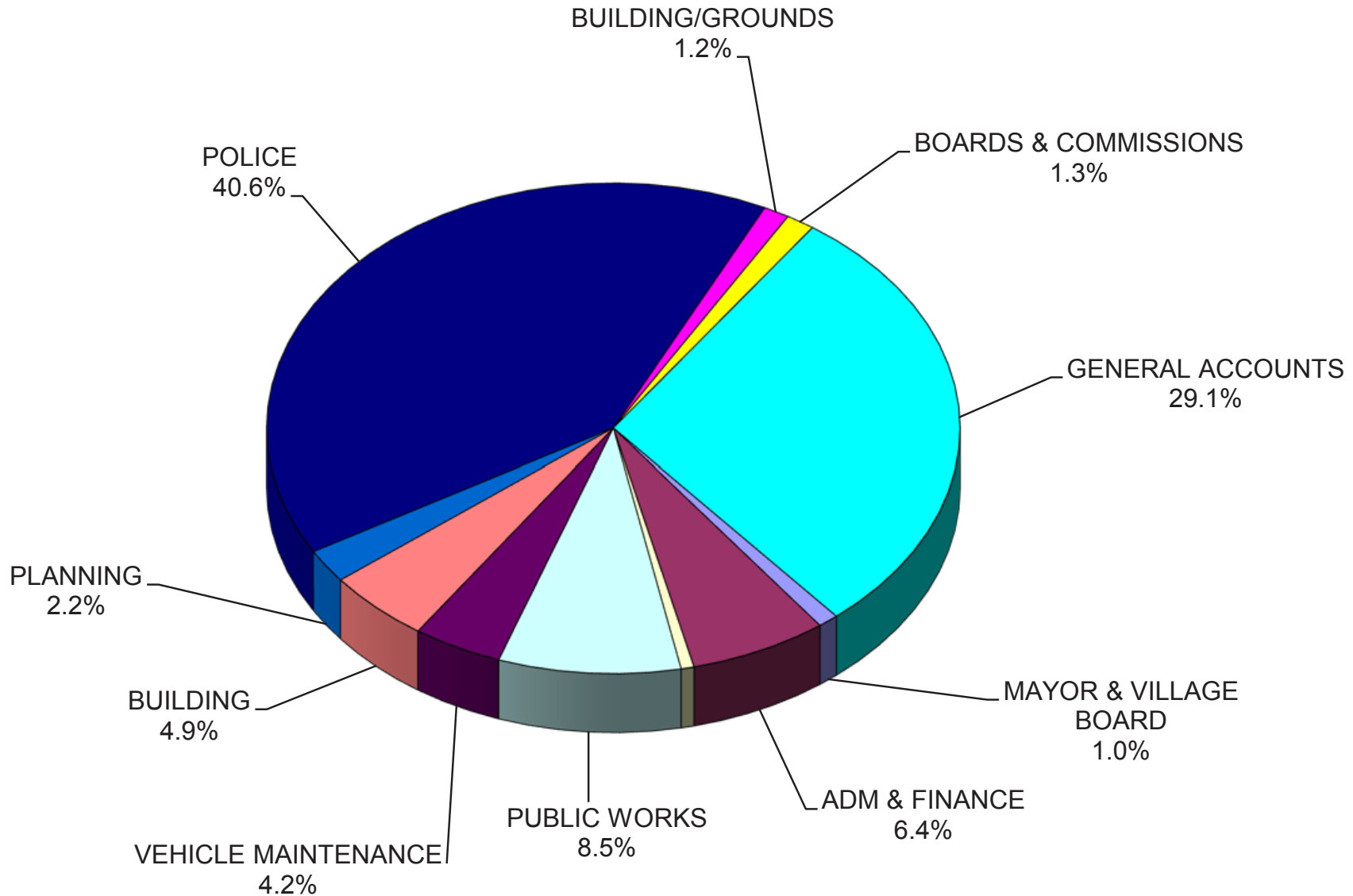
# GENERAL FUND REVENUES

## *Where the Money Comes From (\$8,501,020)*



# GENERAL FUND EXPENDITURES

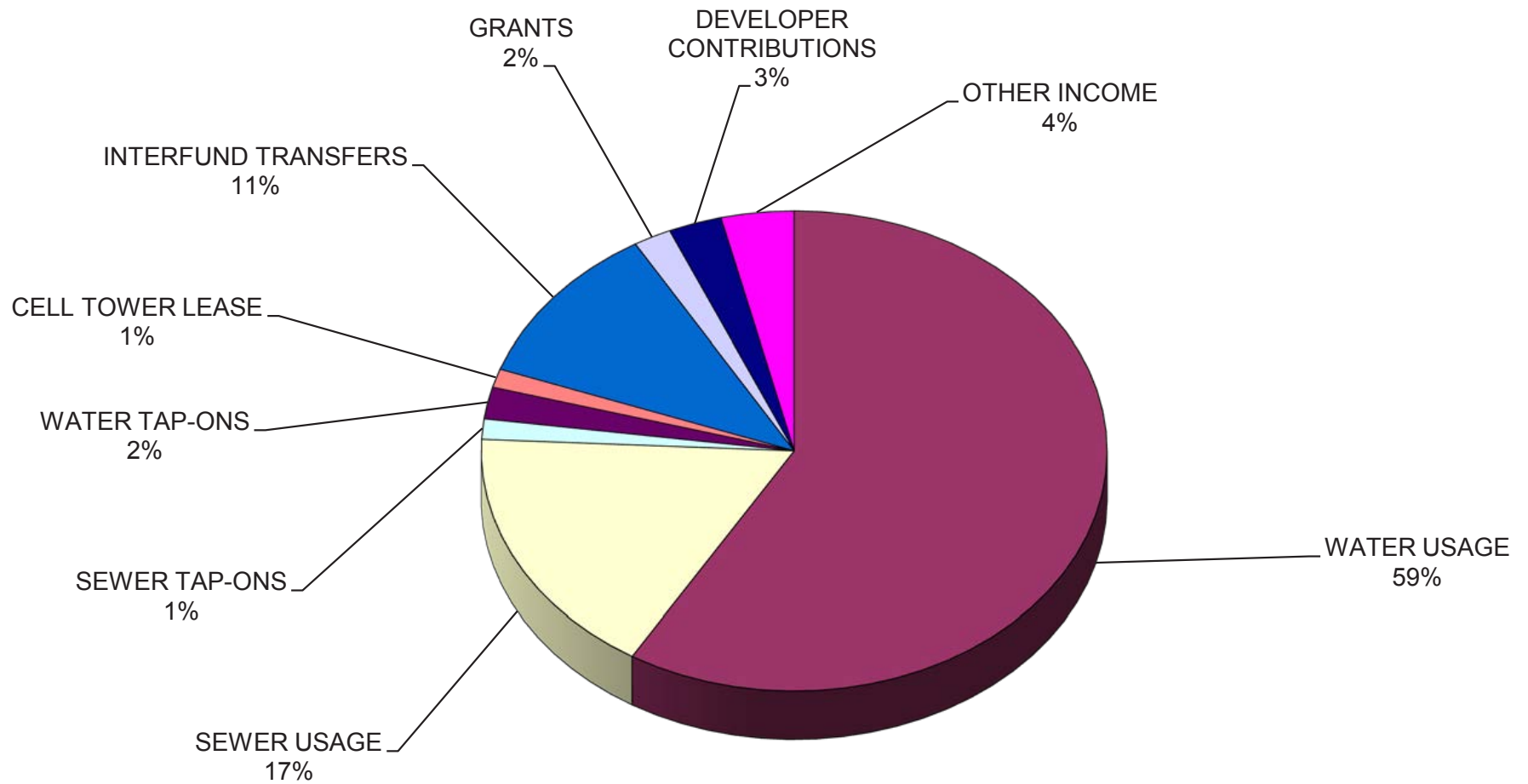
## *Where the Money Goes (\$8,305,297)*





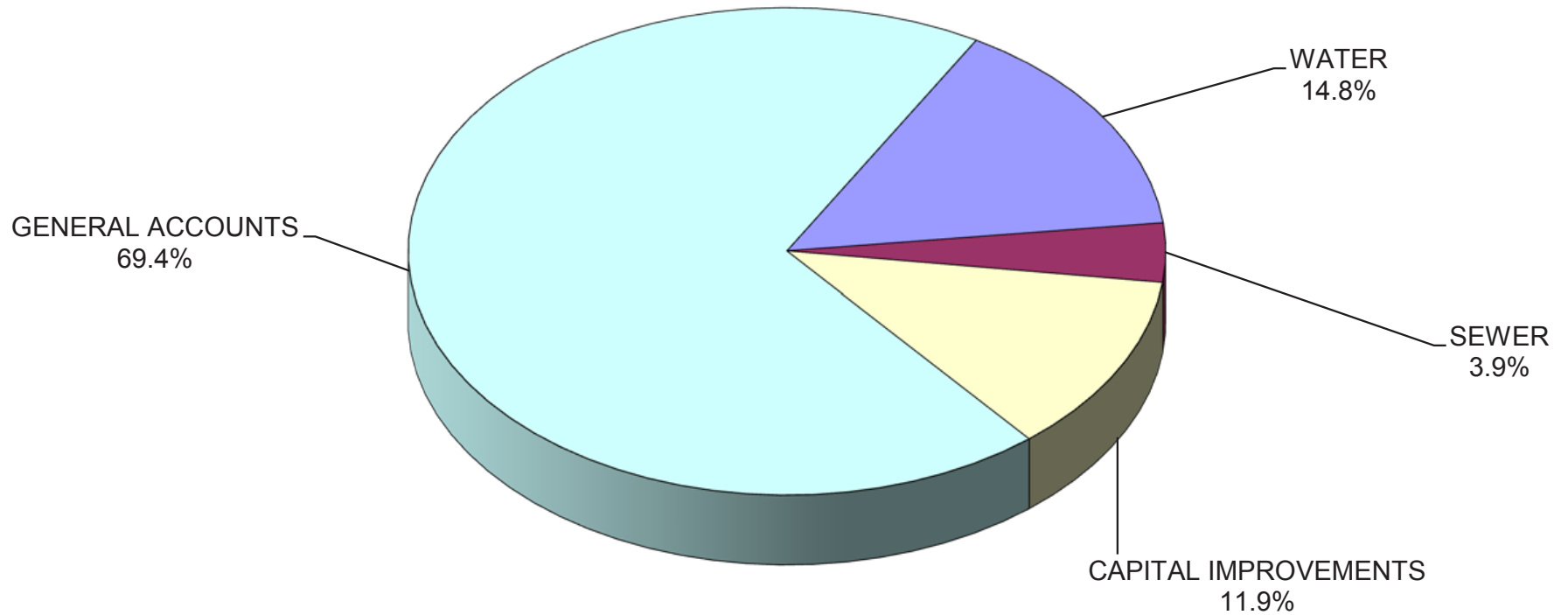
# WATER & SEWER FUND REVENUES

## *Where the Money Comes From (\$5,114,422)*

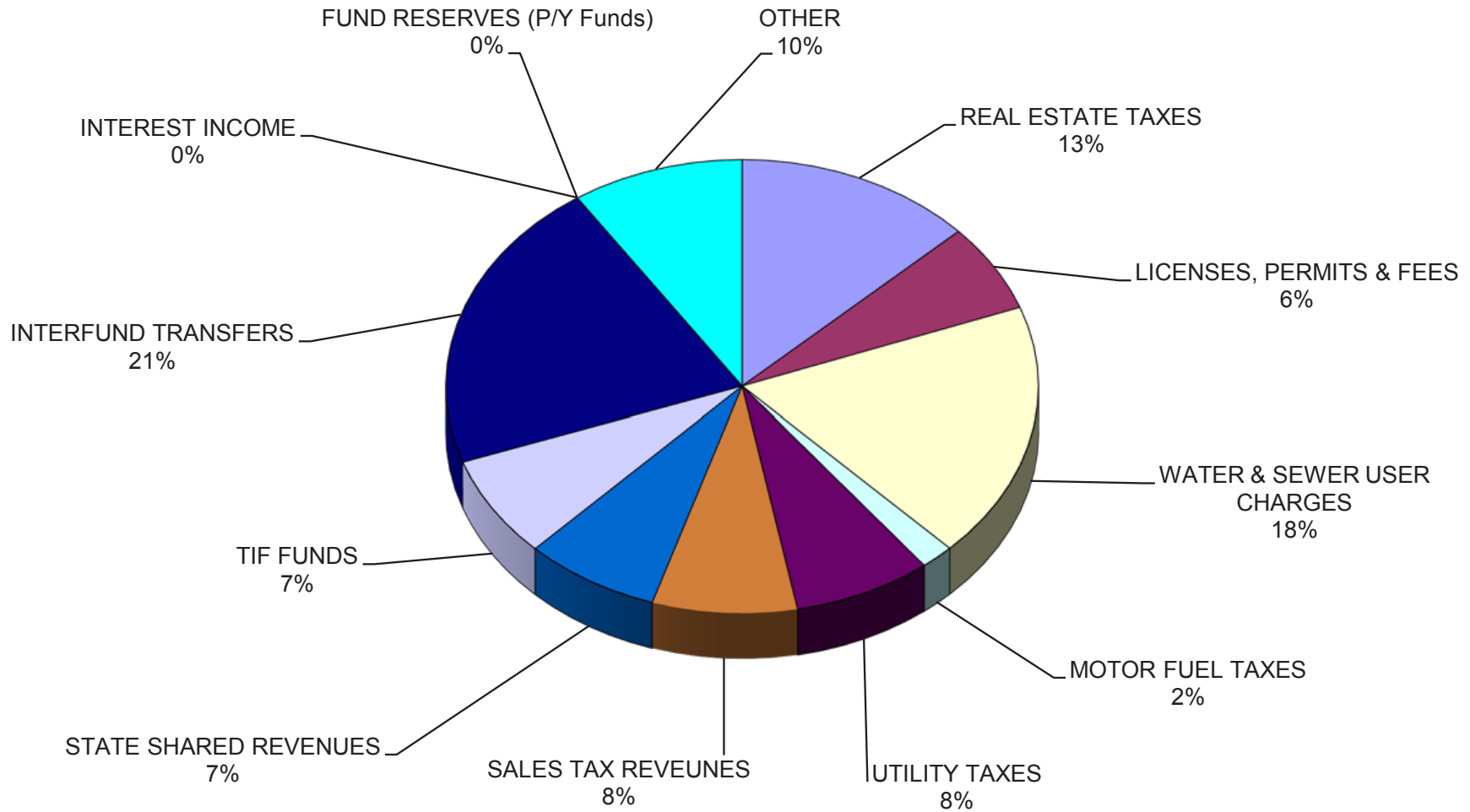


# WATER & SEWER FUND EXPENDITURES

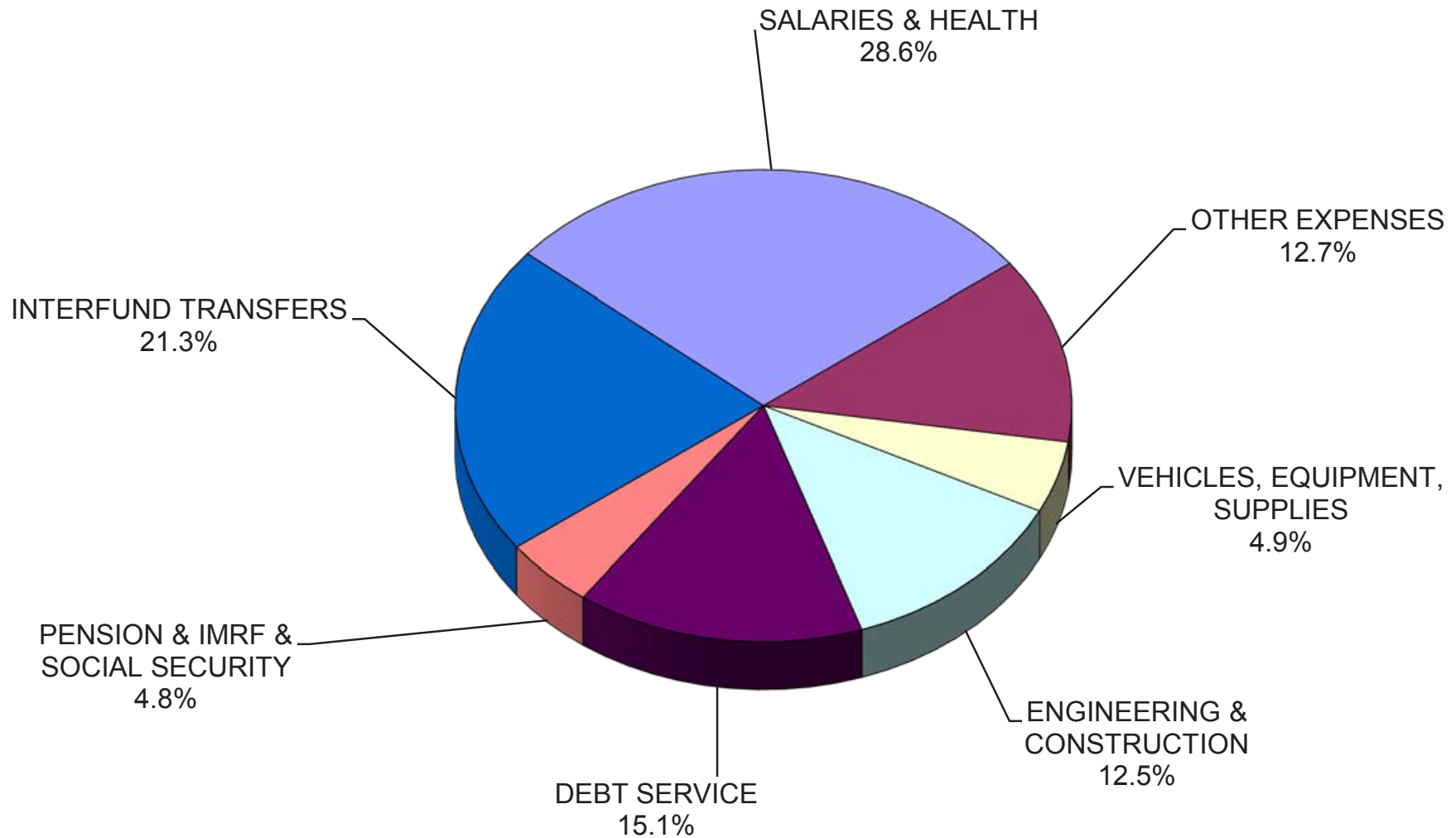
*Where the Money Goes*  
(\$4,648,561)



# MAJOR VILLAGE REVENUES AS A PERCENTAGE OF ALL REVENUES (\$21,181,229)



# MAJOR VILLAGE EXPENDITURES AS A PERCENTAGE OF ALL EXPENSES (\$20,854,261)





# **OPERATING & CAPITAL IMPROVEMENT BUDGET**

# General Fund

## REVENUE NARRATIVE

10-00

### ■ REAL ESTATE TAXES

Projected revenues show slight increase based on 2011 Levy and consolidating miscellaneous Levy line items.

### ■ STATE SHARED REVENUES

#### Sales Tax

Based on current tracking, a slight decrease from FY 2011-12.

#### Income Tax/Use Tax/Personal Property Retirement Tax

Slight increase based upon figures supplied by Illinois Municipal League.

### ■ LICENSES & PERMITS

Decrease primarily due to a non-vehicle sticker year.

### ■ INTERGOVERNMENTAL REVENUE

#### Police Grants

Decrease in Police grant funds this fiscal year based on expected grant funding.

#### Township LEMA Contribution

Reflects 50% of expected expenditures.

#### Fuel & Salt Reimbursement

Reflects reimbursement from taxing bodies using Village fuel and salt.

### ■ OTHER INCOME

#### Quarryman/Police Program Donations

The auditors are requiring separate line items for Village-sponsored events.

### ■ INTERFUND TRANSFERS

- Interfund revenues from water and sewer fund cover General Fund cost associated with the operation of the water and sewer utility. Transfers from Road Improvement Fund from utility taxes are used to offset other general fund revenue streams.
- Transfers from Water & Sewer Fund is now being shown as a General Fund Reimbursement Cost Allocation, per auditor recommendation.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>General Fund Revenues</u></b>					
10-00-40005	Reallocated P/Y Funds	\$0		\$0	\$0
	Real Estate Taxes			\$0	
10-00-41050	Corporate	\$650,400	\$733,101	\$1,131,772	\$1,268,220
10-00-41100	Garbage	5,500	5,316	2,750	0
10-00-41150	Street & Bridge	180,000	179,507	157,500	125,000
10-00-41200	Police Protection	169,000	171,267	180,000	180,000
10-00-41250	Street Lighting	100,000	94,367	82,500	65,000
10-00-41300	Civil Defense	3,700	10,053	8,750	7,500
10-00-41350	Audit	31,000	30,712	28,500	25,000
10-00-41400	Liability Insurance	155,000	147,744	108,125	63,125
10-00-41450	Workers Compensation	65,000	61,443	89,375	114,375
10-00-41500	Crossing Guards	25,000	23,896	16,250	7,500
10-00-41900	Police Pension	450,000	503,588	500,000	500,000
	Total Real Estate Taxes	\$1,834,600	\$1,960,994	\$2,305,522	\$2,355,720
	Franchise Revenues				
10-00-42100	Telephone Franchise	\$24,500	\$0	\$0	\$0
10-00-42200	Cable TV Franchise	194,500	227,858	240,000	240,000
	Total Franchise Revenues	\$219,000	\$227,858	\$240,000	\$240,000
	State Shared Revenues				
10-00-43100	Sales Tax	\$1,714,600	\$1,744,706	\$1,690,000	\$1,675,000
10-00-43200	Income Tax	1,577,700	1,296,192	1,253,000	1,283,200
10-00-43500	Use Tax	234,400	238,661	238,000	252,800
10-00-43600	Personal Prop Repl Tax	33,800	38,175	30,000	30,000
	Total State Shared Revenues	\$3,560,500	\$3,317,734	\$3,211,000	\$3,241,000
	Licenses & Permits				
10-00-44050	Building Permits	\$452,500	\$343,355	\$295,000	\$300,000
10-00-44055	Engineering Permit Fees	27,100	30,401	30,000	30,000
10-00-44060	Site Development Fees	45,300	5,295	10,000	10,000
10-00-44100	Contractor Licenses	60,000	65,025	60,000	60,000
10-00-44150	Vehicle Licenses	450,000	101,987	475,000	10,000
10-00-44200	Parking Permits	0	0	15,000	0
10-00-44250	Business Licenses	15,000	733	35,000	15,000
10-00-44300	Liquor Licenses	28,500	19,295	2,000	34,000
10-00-44350	Amusement Licenses	3,600	726	7,000	2,500
10-00-44400	Scavenger Licenses	16,500	(1,000)	1,500	8,000
10-00-44450	Cigarette & Misc Licenses	2,700	320	0	350
10-00-44500	Animal Licenses	1,000	453	13,000	0
10-00-44550	Health Insp Fees	13,400	(650)	\$13,000	10,000
	Total Licenses & Permits	\$1,115,600	\$565,940	\$956,500	\$479,850
	Fines				
10-00-45100	Fines	\$219,600	\$213,631	\$215,000	\$200,000
10-00-45105	Towing Fees	72,700	80,200	70,000	70,000
10-00-45110	Bonding Fees	0	2,050	10,000	10,000
	Total Fines	\$292,300	\$295,881	\$295,000	\$280,000

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>General Fund Revenues (cont)</b>					
	Charges for Service				
10-00-46050	Public Hearing/Annexation	\$42,000	(\$294)	\$10,000	\$10,000
10-00-46100	State Highway Maintenance	50,200	30,153	40,000	40,000
10-00-46150	Employee Ins Contribution	86,200	88,046	100,000	90,000
10-00-46200	I & M Canal Leases	10,000	5,853	8,000	8,000
10-00-46220	Schools P/R Reimbursement	42,600	38,375	35,000	35,000
10-00-46230	Special Detail Reimb	53,000	114,225	100,000	105,000
10-00-46240	Drug, Alcohol, Tobacco Class	0	2,200	1,200	2,000
10-00-46250	Chamber of Commerce Rent	1,200	1,200	7,500	1,200
10-00-46251	Range Rental	4,000	7,115	18,000	7,500
10-00-46253	Old Police Station Rent		9,000	7,500	18,000
10-00-46300	Developer / Agency Reimb	8,000	2,235	0	2,500
10-00-46301	Business Reimbursements	0	0	7,000	0
10-00-46310	Property Maint Reimbursements	1,000	9,549	0	6,500
10-00-46315	Plan Review Fees	1,000	0	\$0	0
	Total Charges for Service	\$299,200	\$307,657	\$334,200	\$325,700
	Intergovernmental Revenue				
10-00-47100	Township Road & Bridge Tax	\$67,450	\$63,221	\$65,000	\$65,000
10-00-47300	Township LEMA Contribution	15,000	17,500	37,000	17,000
10-00-47305	Fuel / Salt Reimbursements	30,000	47,140	50,000	50,000
10-00-47500	Image Grant	12,200	21,044	10,000	10,000
10-00-47501	S E P Grant	0	0	0	0
10-00-47506	Liq/Tobac Control Grant	2,000	0	0	0
10-00-47507	OJP Vest Grant	0	2,214	2,000	5,000
10-00-47511	Misc Grants	0	4,995	5,000	5,000
10-00-47512	Misc Police Grants	242,000	159,017	110,000	40,000
10-00-47513	I-Clear Grant	0	0	0	0
10-00-47514	Forfeiture Proceeds	0	0	0	0
	Total Intergovernmental Revenue	\$368,650	\$315,131	\$279,000	\$192,000
	Other Income				
10-00-48100	Interest	\$24,000	\$1,229	\$2,000	\$750
10-00-48300	Sale of Village Property	110,000	10,035	7,500	2,500
10-00-48350	Developers Contributions	0	0	0	0
10-00-48407	FEMA Reimbursements	0	0	0	0
10-00-48416	Insurance Reimbursements	9,500	2,045	2,500	2,500
10-00-48425	Odor Alert Network Contribution	25,000	20,200	19,000	19,000
10-00-48450	Police Training Reimb	2,300	1,553	1,000	1,000
10-00-48500	Miscellaneous	30,000	32,892	20,000	30,000
10-00-48550	Festival Commission Revenue	25,000	21,910	15,000	15,000
10-00-48551	Quarryman Contributions	20,000	25,880	21,000	21,000
10-00-48560	Police Program / LEMA Donations	17,000	15,329	15,000	15,000
	Total Other Income	\$262,800	\$131,073	\$103,000	\$106,750
10-00-49220	General Fund Reimbursement Cost Allocation) From W&S Operation & Maint.	753,000	775,000	1,050,000	830,000
	Total General Fund Reimbursement				\$830,000
	Interfund Transfers In				
10-00-49150	From Working Cash	\$12,000	\$3,744	\$10,000	\$0
10-00-49450	From Road Improv fund	404,660	475,000	\$695,000	450,000
10-00-49750	From Parking Lot	30,000	30,000	\$0	0
10-00-49820	From Police Station Bldg Fund	0	0	\$0	0
	Total Interfund Transfers In	\$446,660	\$508,744	\$705,000	\$450,000
	<b>Total General Fund Revenue</b>	<b>\$8,399,310</b>	<b>\$7,631,012</b>	<b>\$9,479,222</b>	<b>\$8,501,020</b>



# Mayor & Village Board

## EXPENDITURE NARRATIVE

10-05

### ■ **OUTSIDE SERVICES**

#### **Meetings/Conf/Training**

Includes Illinois Municipal League Conference, Will County Gov't League events, SW Council of Mayors events, Municipal Clerks Conferences, Chamber of Commerce events and Miscellaneous Conferences/Meetings.

#### **Memberships**

Includes memberships for Illinois Municipal League, Municipal Clerks of Illinois, Southwest Conference of Mayors, South & West Municipal Clerks, Local Gov't News subscription, Lemont Area Chamber of Commerce membership, Will County Gov't League, Will County Center for Economic Development, IIMC Clerks Membership, DuPage Mayors & Managers and other miscellaneous memberships.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Mayor &amp; Village Board</b>					
Personal Services					
10-05-51100	Regular Salaries	\$83,891	\$57,645	\$57,645	\$57,891
10-05-51200	Overtime	0		\$0	0
	<b>Total Personal Services</b>	<b>\$83,891</b>	<b>\$57,645</b>	<b>\$57,645</b>	<b>\$57,891</b>
Outside Services					
10-05-52100	Meetings/Conf/Training	\$13,000	\$10,164	\$15,700	\$11,500
10-05-52200	Membership Fees	11,204	9,870	\$11,670	9,950
	<b>Total Outside Services</b>	<b>\$24,204</b>	<b>\$20,034</b>	<b>\$27,370</b>	<b>\$21,450</b>
Materials & Supplies					
10-05-60100	Office Supplies	\$250	\$118	\$250	\$200
10-05-60300	Publications	0		\$0	0
	<b>Total Materials &amp; Supplies</b>	<b>\$250</b>	<b>\$118</b>	<b>\$250</b>	<b>\$200</b>
<b>Total Mayor &amp; Village Board</b>		<b>\$108,345</b>	<b>\$77,797</b>	<b>\$85,265</b>	<b>\$79,541</b>

# Administration Department

## 2011-2012 ACCOMPLISHMENTS

- Established Employee Health Care Committee designed to review options for plan design and employee contribution levels.
- Implemented IT upgrades including new server for Village Hall, email archiving initiative, Adobe software upgrades, upgraded various workstations for staff and other improvements.
- Continued to update personnel manual and related policies.
- Issued Debt for Village Hall Remodel and Route 83 and Main Land Acquisition.
- Negotiated and Purchased property for Route 83 and Main development area.
- Issued RFP and conducted demos for Enterprise Finance System.
- Transitioned to Budget Officer system, prepared amendments to budget in conjunction with budget system change.
- Coordinated Hiring of New Part-time Executive Assistant, Account Assistant, and Police Records Clerk.
- Coordinated successful electric aggregation referendum.
- Outsourced FMLA administration and trained management personnel in FMLA policies.
- Coordinated RFP and selection process for new cleaning firm for the Village.
- Conducted strategic planning session with Village Board.

## 2012-2013 GOALS

- Implement remaining IRMA IMAP recommendations, update personnel manual, job descriptions, Safety Manual, and Administrative Protocols.
- Continue to upgrade IT infrastructure and software initiatives, including evaluating needs for remodeled Village Hall.
- Conduct further evaluations of health care benefits through pool and employee health care committee.
- Coordinate successful implementation of finance related modules of enterprise system (Finance, payroll, HR, utility billing for FY 2013) and prepare for implementation of remaining modules (Permitting, community development, request for service tracking, etc.)
- Coordinate contract approval of Village Hall renovation and plan input for the remodel.
- Coordinate move for Village Hall employees and back after renovation.
- Review budget format and transition to GFOA standards for Fiscal year 2013-2014.
- Coordinate document imaging of all building and clerk files.
- Work with consultant and WCGL to facilitate electrical aggregation contract for Village.

# Finance Department

## 2011-2012 ACCOMPLISHMENTS

- Received Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for Fiscal Year 2011.
- Updated policies and procedures for Budgeting, Purchasing, Capital Assets, Debt Management, Fund Balance, Investments, and Revenue and Cash Management.
- Completed review of all Escrow, Clean-Up Bond, Landscape Bond, Temporary Bond, and other Miscellaneous Bond accounts and implemented new procedures for monthly reporting and reconciliation.
- Updated schedules for Police Pension to report information in a more timely and accurate manner.

## 2012-2013 GOALS

- Apply for Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.
- Implement new Financial Accounting Software. The new software will improve internal reporting, Board reporting, and Resident access to information.
- Review the Chart of Accounts to determine the best structure to achieve optimal reporting for Departments, Village Board, and Residents.
- Coordinate with other departments to implement capital asset tracking system.
- Continue departmental cross training.
- Promote employee development via seminars and webinars.
- Research options for Purchase Card program.
- Revise Police Pension Investment Policy to reflect current requirements.

# Administration/Finance

## EXPENDITURE NARRATIVE

10-10

### ■ OUTSIDE SERVICES

#### **Meeting/Conf/Training**

- Miscellaneous ILCMA, IPELRA, GFOA, and other training sessions.
- Village-wide management and supervisors training.

#### **Membership Fees**

ILCMA & Metro Managers  
Illinois City Management Association  
Ill. Government Finance Officers Association  
Illinois Municipal Treasurers  
Illinois Tax Increment Association  
American Bar Association  
Illinois State Bar Association  
A.P.D.C.  
IPELRA

#### **Prof Svc - Consulting**

Increase for payroll outsourcing - financial systems consulting.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Administration/Finance</b>					
	Personal Services				
10-10-51100	Regular Salaries	\$525,087	\$463,313	\$409,000	\$357,613
10-10-51200	Overtime	6,000	1,866	\$10,000	8,000
10-10-51300	Deferred Compensation	4,600	8,884	\$7,500	7,500
	<b>Total Personal Services</b>	<b>\$535,687</b>	<b>\$474,063</b>	<b>\$426,500</b>	<b>\$373,113</b>
	Outside Services				
10-10-52100	Meetings/Conf/Training	\$2,550	\$6,914	\$6,000	\$5,000
10-10-52200	Membership Fees	3,500	4,068	6,500	6,000
10-10-52250	Bank Charges	4,000	137	0	0
10-10-52300	Postage	7,500	7,179	11,000	7,300
10-10-52450	Rec/Adv/Printing	18,000	12,784	18,000	13,000
10-10-52550	Newsletter	16,000	18,978	16,000	16,000
10-10-53200	IRMA/Insurance Deductible	600		0	0
10-10-53500	Ordinance Codification	3,000	4,567	5,000	5,000
10-10-56200	Prof Svc - Data Processing	6,000	5,635	4,000	7,500
10-10-56600	Prof Svc - Consulting	0	8,750	83,500	80,000
	<b>Total Outside Services</b>	<b>\$61,150</b>	<b>\$69,012</b>	<b>\$150,000</b>	<b>\$139,800</b>
	Materials & Supplies				
10-10-60100	Office Supplies	\$11,000	\$15,438	\$12,000	\$14,000
10-10-60200	Vehicle Expense	6,800	6,000	6,000	6,000
10-10-60300	Publications	500		200	200
	<b>Total Materials &amp; Supplies</b>	<b>\$18,300</b>	<b>\$21,438</b>	<b>\$18,200</b>	<b>\$20,200</b>
	<b>Total Administration/Finance</b>	<b>\$615,137</b>	<b>\$564,513</b>	<b>\$594,700</b>	<b>\$533,113</b>

# Engineering

10-13

New fund established to track miscellaneous Engineering  
Line Items across multiple departments.

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Engineering</b>				
10-13-56300 General Engineering				\$22,000
10-13-56400 Subdivision Plan Review				\$6,000
10-13-56550 Permit Review/Inspection				\$2,000
10-13-57000 Development Inspection				\$20,000
<b>Total Engineering</b>				\$50,000



# Public Works/Engineering Department

## 2011-2012 ACCOMPLISHMENTS

- Replaced water mains and services on
  - ◆ Kim Place
  - ◆ Kip Place
  - ◆ Cherokee Place
  - ◆ Keepataw Drive
  - ◆ Houston Street
  - ◆ Warner Avenue
  - ◆ New Avenue
  - ◆ State Street
  - ◆ Illinois Street
  - ◆ Stephen Street
- Replaced softener equipment at:
  - ◆ Houston Street Well
  - ◆ State Street Well
- Developed Emerald Ash Borer Action Plan and Ordinance.
- Replaced 2,200 ft. of hazardous sidewalks in 17 separate locations.
- Repaired 2,600 sq. ft. of failing pavement on multiple Village streets.
- Coordinate road resurfacing program with Engineering Dept. (Oak Tree Sub.).
- Provide training to employees as budget allows.
- Continue LTCP for Village's sewer system.

## 2012-2013 GOALS

- Continue Emerald Ash Borer inspections-removals if needed.
- Replace water main and services on McCarthy Road from Holmes to Houston, Logan Street from Valley Drive to Park Place.
- Integrate new softeners and SCADA at State and Houston into existing water system.
- Continue alley repair and paving program.
- Integrate potential new software into all aspects of PW.
- Replace hazardous sidewalks and install potential connecting sidewalks as budget allows.
- Continue sign evaluations, addition-removal program.
- Identify and replace high priority valves in the water system.
- Continue training for all employees in all aspects of PW.
- Replace Holmes Street retaining wall.
- Demolish and rebuild planters on Main Street. (10)

# Public Works-Engineering

## EXPENDITURE NARRATIVE

10-15

### ■ PERSONAL SERVICES

85% of overtime charged to the 10-15 fund is for snow and ice removal.

Temporary Salaries reflects summer help for the mowing season, June through August.

50% of salaries are charged to Water & Sewer Fund.

### ■ OUTSIDE SERVICES

#### **Electricity - Street Lighting**

Decrease due to third party supply decrease.

#### **Maintenance Service - Equipment**

Covers maintenance contracts for PW building and Safety Village.

#### **Maintenance Service - Streets and Alleys**

Hazardous sidewalks, concrete repair, tree trimming and removal, landscape and snow removal contracts.

### ■ MATERIALS

Hardware, cones, barricades, black dirt, etc.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Public Works</b>					
Personal Services					
10-15-51100	Regular Salaries	\$514,800	\$402,691	\$390,000	\$390,600
10-15-51200	Overtime	91,000	91,267	50,000	75,000
10-15-51400	Temporary Salaries	8,000	11,803	10,500	11,000
	<b>Total Personal Services</b>	<b>\$613,800</b>	<b>\$505,761</b>	<b>\$450,500</b>	<b>\$476,600</b>
Outside Services					
10-15-52100	Meetings/Conf/Training	\$2,000	\$1,584	\$1,000	\$1,200
10-15-52200	Membership Fees	700	516	800	600
10-15-52300	Postage	0	55	0	0
10-15-52500	Advertising/Printing	500	214	800	700
10-15-52600	Communications	1,000	149	300	200
10-15-52900	Dumping Fees	10,000	8,350	10,000	10,000
10-15-53000	Electricity - Street Lighting	110,000	87,705	80,000	72,000
10-15-53200	IRMA/Insurance Deductible	10,000	5,699	15,000	6,000
10-15-56300	Pro Svc - General Engineering	65,000	21,272	25,000	0
10-15-56400	Pro Svc - Subdivision Plan Review	30,000	8,408	7,500	0
10-15-57000	Maint Svc - Equipment	22,000	21,426	20,000	19,000
10-15-57400	Maint Svc - Streets & Alleys	75,000	147,844	90,000	90,000
	<b>Total Outside Services</b>	<b>\$326,200</b>	<b>\$303,222</b>	<b>\$250,400</b>	<b>\$199,700</b>
Materials & Supplies					
10-15-60100	Office Supplies	\$2,000	\$2,353	\$3,000	\$3,000
10-15-60900	Maint Supl - Street/Alleys	34,000	24,374	25,000	23,000
10-15-61200	Safety Equipment	2,000	1,701	2,000	1,200
10-15-61300	Tools & Hardware	4,000	1,818	2,500	2,200
10-15-61400	Uniforms	5,000	4,987	5,000	0
	<b>Total Materials &amp; Supplies</b>	<b>\$47,000</b>	<b>\$35,233</b>	<b>\$37,500</b>	<b>\$29,400</b>
Capital Outlay					
10-15-70100	Office Equipment	\$0	\$0	\$0	\$0
10-15-70200	Other Equipment	28,000	0	66,049	0
10-15-70300	Vehicles	0	0	0	0
	<b>Total Capital Outlay</b>	<b>\$28,000</b>	<b>\$0</b>	<b>\$66,049</b>	<b>\$0</b>
<b>Total Public Works</b>		<b>\$1,015,000</b>	<b>\$844,216</b>	<b>\$804,449</b>	<b>\$705,700</b>

# Vehicle Maintenance

## EXPENDITURE NARRATIVE

10-17

### ■ OUTSIDE SERVICES

#### **Maintenance Service - Equipment**

Line item covers cost of major equipment repair: transmissions, front end alignments, etc.

### ■ MATERIALS AND SUPPLIES

#### **Maintenance Supplies - Vehicle**

Line Item for parts for in-house repair services of Village vehicles and equipment. Number shows increase based on a 3-year historical trend.

#### **Fuel**

Significant increase in fuel line item based on 3-year trend and escalating cost of fuel. The Village also provides fuel source for a number of taxing districts. Revenue collected for this fuel is shown in General Fund revenues.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Vehicle Maintenance Division</b>					
	Outside Services				
10-17-52100	Meetings/Conf/Training	\$1,000	\$150	\$200	\$1,000
10-17-52200	Membership Fees	300	330	200	300
10-17-57000	Maint Serv - Equipment	35,000	34,945	33,000	25,000
	Total Outside Services	\$36,300	\$35,425	\$33,400	\$26,300
	Materials & Supplies				
10-17-61100	Maint Supplies - Vehicles	\$100,000	\$81,322	\$72,000	\$75,000
10-17-61200	Safety Equipment	1,000	404	500	500
10-17-61300	Tools & Hardware	4,000	1,792	6,500	3,500
10-17-61400	Uniforms	1,200	563	500	0
10-17-61500	Fuel	200,000	223,640	230,000	240,000
	Total Material & Supplies	\$306,200	\$307,721	\$309,500	\$319,000
	Capital Outlay				
10-17-70100	Office Equipment	\$0	\$0	\$0	\$0
10-17-70200	Other Equipment	0	0	0	0
	Total Capital Outlay	\$0	\$0	\$0	\$0
	<b>Total Vehicle Maintenance</b>	<b>\$342,500</b>	<b>\$343,146</b>	<b>\$342,900</b>	<b>\$345,300</b>

# Police Department

## 2011-2012 ACCOMPLISHMENTS

- A new report system has been completed to implement a paperless Incident Report.
- We have completed the installation of the Video Conferencing and secondary radio system covered under a Grant.
- A wireless phone antenna has been installed at the Lemont Police Department for better communication.
- A new payroll procedure has been researched by the Village and is awaiting implementation.
- A General Order review and update has begun.
- The completion and implementation of a Retail Theft Class for Juveniles.
- A full review of the Adjudication Process and Procedures has been completed.
- A reduction in the cost for clerical has been obtained by hiring a part-time employee.
- No services have been cut during a reduced budget year.

## 2012-2013 GOALS

- The implementation of paperless Incident Reports.
- Completion of General Order update.
- Maintain the Operating and Maintenance Budget without the reduction of services.
- Enhance the Village Wide secondary radio system.
- Continue in the development of paperless systems within the Police Department.
- Develop a Strategic Plan.
- Implement a yearly Open House at the Police Department.
- Develop a Community Policing Steering Committee to enhance our current program.
- Increase training and Intergovernmental cooperation in the enforcement, Interdiction and education in drug enforcement.
- Increase the education of Middle Management.

# Police Department

## EXPENDITURE NARRATIVE

10-20

### ■ PERSONAL SERVICES

#### **Regular Salaries**

Pays for all full-time and part-time officers, and administrative support. Increase in part-time salaries corresponds with increase in General Fund Special Detail Reimbursement line item.

#### **Overtime**

This line item pays for court time, grants, hireback and holiday pay.

#### **Special Detail**

Overtime due to special events where Village is reimbursed for services provided.

### ■ MATERIALS AND SUPPLIES

#### **Miscellaneous Police Grant Expense**

Significant decrease in this line item due to expected reduction in grants received.

### ■ CAPITAL OUTLAY

#### **Office Equipment**

Pay for copiers/leases.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Police Department</b>					
Personal Services					
10-20-51100	Regular Salaries	\$2,350,000	\$2,270,533	\$2,391,000	\$2,455,000
10-20-51200	Overtime	275,000	188,374	259,350	290,000
10-20-51250	Special Detail	60,000	53,419	50,000	57,500
10-20-51300	Deferred Compensation	8,400	8,820	12,000	12,000
10-20-51500	Training Wages	0	0	0	0
10-20-51600	Auxiliary Wages	0	0	0	0
10-20-51700	Crossing Guards	24,000	12,291	12,000	16,500
10-20-51800	Part-time	0	0	0	0
	<b>Total Personal Services</b>	<b>\$2,717,400</b>	<b>\$2,533,437</b>	<b>\$2,724,350</b>	<b>\$2,831,000</b>
Outside Services					
10-20-52100	Meetings / Conf / Training	\$18,430	\$6,715	\$7,500	\$12,800
10-20-52200	Membership Fees	4,500	5,732	5,000	7,120
10-20-52300	Postage	3,000	1,839	2,000	2,000
10-20-52500	Advertising / Printing	12,300	4,669	7,000	7,000
10-20-52600	Communications	16,900	6,394	3,500	3,500
10-20-52700	Animal Control	1,500	76	1,500	1,500
10-20-53200	IRMA/Insurance Deductible	10,000	15,766	15,000	10,000
10-20-53400	K-9 Services	0	0	0	0
10-20-53550	Accreditation	7,300	2,311	11,975	8,850
10-20-53800	Southwest Central Dispatch	305,900	277,058	283,394	290,000
10-20-56200	Pro Svc - Data Processing	5,000	5,290	2,500	6,250
10-20-57000	Maint Svc - Equipment	30,240	6,270	12,000	14,000
10-20-57010	Maint Svc - E.R.T.	1,000	1,000	1,000	1,000
	<b>Total Outside Services</b>	<b>\$416,070</b>	<b>\$332,120</b>	<b>\$352,369</b>	<b>\$364,020</b>
Materials & Supplies					
10-20-60100	Office Supplies	\$18,700	\$10,456	\$14,000	\$17,000
10-20-60110	Investigation Supplies	10,700	4,894	4,000	4,200
10-20-60400	E.R.T. Equipment	3,000	0	0	0
10-20-60450	Crime Prevention / CADET	7,000	0	500	500
10-20-60550	Ammo / Range Supplies	14,000	5,641	10,000	15,000
10-20-60600	K-9 Equip & Supplies	6,500	1,169	2,500	2,500
10-20-60601	Misc Police Grant Expense	242,000	160,814	85,000	39,160
10-20-60701	Pubic Relations	24,550	9,464	14,000	14,000
10-20-61200	Safety Equipment	6,000	3,967	4,500	4,500
10-20-61400	Uniforms	35,400	29,334	34,300	35,600
	<b>Total Materials &amp; Supplies</b>	<b>\$367,850</b>	<b>\$225,739</b>	<b>\$168,800</b>	<b>\$132,460</b>
Capital Outlay					
10-20-70100	Office Equipment	\$0	\$9,859	\$22,000	\$17,440
10-20-70200	Other Equipment	0	0	0	0
10-20-70201	I-Clear Equipment	0	0	0	0
10-20-70300	Vehicles	0	0	85,000	0
	<b>Total Capital Outlay</b>	<b>\$0</b>	<b>\$9,859</b>	<b>\$107,000</b>	<b>\$17,440</b>
	<b>Total Police Dept. Expenses</b>	<b>\$3,501,320</b>	<b>\$3,101,155</b>	<b>\$3,352,519</b>	<b>\$3,344,920</b>



# Building Department

## 2011-2012 ACCOMPLISHMENTS

- Updated building & contractor license applications, & other information that is distributed to the public.
- Updated property owner/tenant information in LIPS by using water billing records, Cook County Assessor's records, Cook County Treasurer's records & Sidwell.
- Upgraded LIPS program to enable a more automated enforcement of delinquent RPZ certifications (mailing a postcard instead of hand delivering a handwritten notice).
- Decreased the length of plan review time for commercial permit applications from 10 days to 8 days under certain conditions.
- Achieved compliance with banks in registering vacant/foreclosed properties.
- Performed inspections & closed out outstanding permits.
- Changed the licensing requirements for landscape maintenance contractors (license fee, bond & insurance no longer required).
- Reconciled deposits of clean-up, landscape & temporary occupancy bonds with the Finance Department.
- Implemented a process to collect outstanding/past due fees.
- Changed the process for the issuance & inspection of window replacement permits.

## 2012-2013 GOALS

- Institute a program to register all rental properties for safety & property maintenance compliance.
- Institute an enforcement program to comply with the ordinance for dumpster screening/enclosure requirements.
- Study our current permit fee scale & research other municipalities for possible permit fee increases.
- Institute an enforcement program to comply with the ordinance regarding paving of parking lots. (However, the Village also has areas that are not paved.)
- Establish a program for identifying non-conforming properties and bring them into compliance with the Unified Development Ordinance.
- Establish a program to perform cursory inspections on all signs in the Village for purposes of maintenance, safety & aesthetics.
- Retain a consultant for review of REM-RATE report submittals for residential construction.
- Work with LFPD to prepare a written agreement regarding fire suppression requirements for the Downtown District.

# Building Department

## EXPENDITURE NARRATIVE

10-25

### ■ OUTSIDE SERVICES

#### **Professional Services - Consulting**

Costs associated with outsourced professional services are included here, including Grading Review and Inspection, Building Plan Review, Building Inspections and Health Inspections.

#### **Meeting/Conf/Training**

Seminars  
Certification Programs/Testing

#### **Memberships**

ICC  
IAEI  
SBOC  
SSBOA

### ■ PERSONAL SERVICES

Part-time inspection salaries moved to part-time salaries and non-temporary part-time salaries moved to regular salary line item.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Building Department</b>					
Personal Services					
10-25-51100	Regular Salaries	\$319,600	\$254,444	\$255,000	\$249,350
10-25-51200	Overtime	2,200	785	2,200	4,200
10-25-51800	Part-time Salaries	35,900	22,068	22,000	33,050
Total Personal Services		\$357,700	\$277,297	\$279,200	\$286,600
Outside Services					
10-25-52100	Meetings / Conf / Training	\$3,000	\$810	\$2,000	\$2,000
10-25-52200	Membership Fees	600	193	600	500
10-25-52300	Postage	3,500	1,349	2,000	2,500
10-25-52450	Rec / Ad / Printing	3,600	1,811	2,000	3,000
10-25-52600	Communications	250	0	0	0
10-25-53200	IRMA/Insurance Deductible	1,500	0	0	0
10-25-56305	Pro Svc - Grad Residential	20,000	16,015	17,500	16,000
10-25-56307	Pro Svc - Grad Commercial	10,000	803	1,000	0
10-25-56310	Pro Svc - Grading Inpsections	25,000	2,665	3,000	3,500
10-25-56400	Pro Svc - Bldg Plan Review	75,000	60,333	35,000	40,000
10-25-56550	Pro Svc - Bldg Inspections	70,000	39,420	25,000	30,000
10-25-56600	Pro Svc - Consulting	6,000	4,310	4,500	4,000
10-25-56710	Pro Svc - Health Inspections	9,000	7,860	10,000	10,000
10-25-57650	Maint Svc - Property Maint	3,500	3,935	5,000	3,000
Total Outside Services		\$230,950	\$139,504	\$107,600	\$114,500
Materials & Supplies					
10-25-60100	Office Supplies	\$5,000	\$2,267	\$3,000	\$2,500
10-25-60200	Vehicle Expense	200	0	200	100
10-25-60300	Publications	1,000	141	1,000	500
10-25-61200	Safety Equipment	500	406	500	500
Total Materials & Supplies		\$6,700	\$2,814	\$4,700	\$3,600
Capital Outlay					
10-25-70100	Office Equipment	\$0	\$0	\$0	\$0
10-25-70200	Other Equipment	0	0	\$0	0
10-25-70300	Vehicles	0	0	\$0	0
Total Capital Outlay		\$0	\$0	\$0	\$0
<b>Total Building Department</b>		<b>\$595,350</b>	<b>\$419,615</b>	<b>\$391,500</b>	<b>\$404,700</b>

# Planning & Economic Development

## 2011-2012 ACCOMPLISHMENTS

- Coordinated and oversaw second phase of I&M Canal landscaping.
- Started update of Village's Comprehensive Plan.
- Coordinated the Communities Putting Prevention to Work Grant: Three components started/competed.
- Completed "Destination Development" study for downtown with consultants.
- Negotiated with several potential retailers.
- Assisted potential commercial and industrial businesses with site selection.
- Led Village efforts and represented Village before Cook County Board of Commissioners to halt approval of zoning changes for ethnic deli along State Street.
- Coordinated efforts to draw, reduce, or release numerous letters of credit.
- Researched sidewalk café / outdoor dining provisions; assisted with draft of new sidewalk café ordinance.
- Continued work as member of I&M Canal Management Plan steering committee; the Management Plan was approved by the National Park Service in December.
- Coordinated efforts for retro-fit of Bambrick Park detention facility to native plants as part of Hines Emerald Dragonfly grant.
- Continued to update Village website with plans and information related to planning and development.
- Processed 14 land use cases / Completed zoning review for all building permits.
- Recorded numerous plats on behalf of the Village with Cook County.
- Assumed full staff support for Historic Preservation Commission upon retirement of Village's executive assistant.
- Managed Façade Grant program; processed four grants for downtown businesses.
- Initiated marketing brochure "Lemont Portraits" (to be completed in 2012).
- Director re-elected as treasurer to Lower Des Plaines Ecosystem Partnership.
- Participated in various regional planning efforts with nearby communities (e.g. I-355 planning group, bike planning groups).

## 2012-2013 GOALS

- Continue research and drafting of Comprehensive Plan 2030 with goal of adoption late 2012/early 2013.
- Complete Active Transportation Plan; begin implementation of Plan (coordinate with other staff).
- Assume more aggressive approach for business retention and attraction.
- Establish program for use of Buxton information sharing with Lemont businesses.
- Complete marketing brochure "Lemont Portraits."
- Assist and provide major staff support with all of Lemont marketing efforts.
- Continue to closely monitor letters of credit; negotiate with developers and financial institutions.
- Process all land use applications in a timely manner.
- Increase involvement and support of historic preservation efforts, to include investigation of placing downtown on National Register of Historic Places.
- Complete negotiations and finalize amendments to Glen Oak Estates annexation agreement/PUD; closely monitor site development of subdivision.
- Gain approval of UDO amendments for residential construction standards, to include re-working of Village's anti-monotony regulations.
- Develop standards for native plantings/natural detention basins and seek approval of standards as amendments to the UDO.
- Fulfill recommendations of "Destination Development" study, to include train-watching platform with I&M Canal Heritage Corridor signage.
- Assist with re-development of key sites within the Village.
- Assist with annexation of key territory.

# Planning & Economic Development

## EXPENDITURE NARRATIVE

10-30

### ■ OUTSIDE SERVICES

#### **Professional Services - Economic Development**

Increase due to an expanded economic development role for the Village. Additional funds have also been budgeted for this purpose from other funds.

Also, expanded economic development research tool investment.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Community Development</b>					
	Personal Services				
10-30-51100	Regular Salaries	\$194,200	\$149,301	\$151,000	\$154,058
10-30-51200	Overtime	200	0	0	0
10-30-51400	Temporary Salaries	1,500	1,840	5,400	2,500
	<b>Total Personal Services</b>	<b>\$195,900</b>	<b>\$151,141</b>	<b>\$156,400</b>	<b>\$156,558</b>
	Outside Services				
10-30-52100	Meetings / Conf / Training	\$1,000	\$621	\$980	\$1,450
10-30-52200	Membership Fees	800	360	400	735
10-30-52300	Postage	300	99	200	100
10-30-52400	Recording / Publishing	1,500	953	1,725	1,200
10-30-52500	Advertising / Printing	700	0	700	500
10-30-53200	IRMA/Insurance Deductible	300	0	0	0
10-30-56200	Pro Svc - Data Processing	0	0	0	0
10-30-56250	Pro Svc - Mapping	3,300	2,200	3,300	0
10-30-56300	Pro Svc - Engineering	14,000	23,522	17,000	0
10-30-56450	Pro Svc - Economic Development	15,000	2,151	5,000	15,000
10-30-56600	Pro Svc - Plan Review	2,000	5,391	4,000	7,500
10-30-56900	Pro Svc - Marketing	0	0	0	0
10-30-56975	Misc Escrow Expense	0	22,120	0	0
	<b>Total Outside Services</b>	<b>\$38,900</b>	<b>\$57,417</b>	<b>\$33,305</b>	<b>\$26,485</b>
	Materials & Supplies				
10-30-60100	Office Supplies	\$1,500	\$431	\$550	\$550
10-30-60300	Publications	300	696	820	820
	<b>Total Materials &amp; Supplies</b>	<b>\$1,800</b>	<b>\$1,127</b>	<b>\$1,370</b>	<b>\$1,370</b>
	Capital Outlay				
10-30-70100	Office Equipment	\$0	\$0	\$0	\$0
	<b>Total Capital Outlay</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Community Devel. Dept.</b>	<b>\$236,600</b>	<b>\$209,685</b>	<b>\$191,075</b>	<b>\$184,413</b>

# Buildings & Grounds

## EXPENDITURE NARRATIVE

10-35

Village will be utilizing rent proceeds from the old Police Department to make capital improvements to Village Hall.

### ■ OUTSIDE SERVICES

#### **Maintenance Services**

Custodial services and other maintenance for Village Hall, Safety Village and the Police facility.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Building &amp; Grounds</b>					
	Outside Services				
10-35-57200	Maint Svc - 127th St	0		0	0
10-35-57500	Maint Svc - V/H & Police	30,000	58,274	45,000	45,000
10-35-57505	Maint Svc - Safety Village	2,500	4,177	10,000	4,200
10-35-57510	Maint Svc - New Ave	0	1,030	0	0
10-35-57515	Maint Svc - Police Dept.	\$15,000	\$46,468	\$47,000	\$45,000
	Total Outside Services	\$47,500	\$109,949	\$102,000	\$94,200
	Materials & Supplies				
10-35-61000	Maint Supplies - V/H & Police	\$8,000	\$5,105	\$5,500	\$250
10-35-61010	Maint Supplies - Safety Village	250	0	250	3,750
10-35-61015	Maint supplies - Police Dept	5,000	2,086	2,000	2,400
	Total Materials & Supplies	\$13,250	\$7,191	\$7,750	\$6,400
	Capital Outlay				
10-35-70200	Other Equipment V/H & P/D	\$8,000	\$8,848	\$0	\$0
10-35-70220	Other Equipment - Police	0		7,500	0
	Total Capital Outlay	\$8,000	\$8,848	\$7,500	\$0
	<b>Total Building &amp; Grounds</b>	<b>\$68,750</b>	<b>\$125,988</b>	<b>\$117,250</b>	<b>\$100,600</b>



# Planning & Zoning Commission

## EXPENDITURE NARRATIVE

10-40

No expected expenditures from Planning & Zoning Commission  
Budget in FY13.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Plan Commission</b>					
10-40-51100	Personal Services				
	P/C Salaries	\$0		\$0	\$0
	Total Personal Services	\$0	\$0	\$0	\$0
Outside Services					
10-40-52100	Meetings / Conf / Training	\$1,000	\$25	\$1,000	\$0
10-40-52300	Postage	0		0	0
10-40-52400	Recording / Publishing	0		1,000	0
	Total Outside Services	\$1,000	\$25	\$2,000	\$0
Materials & Supplies					
10-40-60300	Publications	\$200	\$0	\$200	\$0
	Total Materials & Supplies	\$200	\$0	\$200	\$0
	<b>Total Plan Commission</b>	<b>\$1,200</b>	<b>\$25</b>	<b>\$2,200</b>	<b>\$0</b>

# Zoning Board of Appeals

**EXPENDITURE NARRATIVE**

**10-45**

Zoning Board of Appeals merged with Plan Commission to create Planning & Zoning Commission.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Zoning Board of Appeals</b>					
10-45-51100	Personal Services				
	Regular Salaries	\$0		\$0	
	Total Personal Services	\$0	\$0	\$0	\$0
Outside Services					
10-45-52100	Meetings / Conf / Training	\$0		\$0	
10-45-52300	Postage	0		0	
10-45-52400	Recording / Public Notices	0		0	
	Total Outside Services	\$0	\$0	\$0	\$0
<b>Total Zoning Board of Appeals</b>		\$0	\$0	\$0	\$0

# Police Commission

## EXPENDITURE NARRATIVE

10-50

- **OUTSIDE SERVICES**

- Professional Services - Testing**

- The Village's hiring eligibility list is required. Increase due to testing to establish a new list. The Village recovers a portion of these costs via testing charges to applicants.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Police Commission</b>					
	Outside Services				
10-50-52100	Meetings / Conf / Training	\$800	\$365	\$400	\$500
10-50-52200	Membership Fees	450	375	400	400
10-50-52450	Rec / Ad / Printing	1,000		200	\$0
10-50-56400	Prof Svc - Legal	500		1,000	\$0
10-50-56700	Prof Svc - Testing	4,000		0	\$5,000
	Total Outside Services	\$6,750	\$740	\$2,000	\$5,900
	Materials & Supplies				
10-50-60100	Office Supplies	\$0	\$5	\$0	\$100
	Total Materials & Supplies	\$0	\$5	\$0	\$100
	<b>Total Police Commission</b>	\$6,750	\$745	\$2,000	\$6,000

# Downtown Commission

## EXPENDITURE NARRATIVE

10-53

- **FESTIVALS & SPECIAL EVENTS COMMITTEE**  
Festival Expenses
- **QUARRYMAN CHALLENGE**  
Expenses 2012 Quarryman Challenge
- **ECONOMIC DEVELOPMENT COMMITTEE**  
Funds associated with promoting the Downtown and Farmers Market expenses.

- **HERITAGE COMMITTEE**  
Operating Supplies for Canal Improvements and related clean-up work.
- **ART & CULTURE COMMISSION**  
Public Art Expenses.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Downtown Commission</b>					
	Outside Services				
10-53-52300	HC - Postage	\$100	\$0	\$100	\$100
10-53-52301	FSE - Postage	400	539	500	500
10-53-52650	HC - Services	0		0	0
10-53-58000	FSE - Services	25,000	14,702	21,000	28,710
10-53-58001	Quarryman - Svc	20,000	17,907	21,000	21,000
10-53-58500	EDC - Services	2,000	2,229	5,000	7,500
	Total Outside Services	\$47,500	\$35,377	\$47,600	\$57,810
	Materials & Supplies				
10-53-60110	HC - Operating Supplies	\$11,000	\$3,359	\$6,200	\$11,330
10-53-68010	P.A.A.L. Expenses	5,000	4,259	\$2,500	3,000
	Total Materials & Supplies	\$16,000	\$7,618	\$8,700	\$14,330
	Capital Outlay				
10-53-70400	HC - Canal Improvements	\$0		\$0	\$0
	Total Capital Outlay	\$0	\$0	\$0	\$0
	<b>Total Downtown Commission</b>	<b>\$63,500</b>	<b>\$42,995</b>	<b>\$56,300</b>	<b>\$72,140</b>



# Historic Preservation Commission

## EXPENDITURE NARRATIVE

10-58

- **MATERIALS & SUPPLIES**  
Operating Supplies - Signage.  
Landmark Plaques.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Historic District Commission</b>					
	Outside Services				
10-58-52100	Meetings / Conf / Training	\$200		\$200	\$200
10-58-52200	Membership Fees	50		50	50
10-58-52300	Postage	50	198	50	50
10-58-52450	Rec / Adv / Printing	125		125	125
10-58-56600	Prof Svc - Consulting	0		0	0
	<b>Total Outside Services</b>	<b>\$425</b>	<b>\$198</b>	<b>\$425</b>	<b>\$425</b>
	Materials & Supplies				
10-58-60110	Operating Supplies - Signage	\$1,800		\$1,800	\$1,800
	<b>Total Materials &amp; Supplies</b>	<b>\$1,800</b>	<b>\$0</b>	<b>\$1,800</b>	<b>\$1,800</b>
	<b>Total Historic Dist. Commiss.</b>	<b>\$2,225</b>	<b>\$198</b>	<b>\$2,225</b>	<b>\$2,225</b>

# Environmental Commission

## EXPENDITURE NARRATIVE

10-65

- **OUTSIDE SERVICES**  
Costs associated with Earth Day, recycling, and other promotional events.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Environmental Commission</b>					
10-65-51100	Personal Services				
	Regular Salaries	\$100		\$0	\$0
	Total Personal Services	\$100	\$0	\$0	\$0
Outside Services					
10-65-52300	Postage	\$100		\$100	\$100
10-65-52500	Advertising / Printing	200		200	200
10-65-53600	Public Relations	3,000	3,892	3,000	3,000
	Total Outside Services	\$3,300	\$3,892	\$3,300	\$3,300
Materials & Supplies					
10-65-60100	Office Supplies	\$200		\$200	\$200
	Total Materials & Supplies	\$200	\$0	\$200	\$200
<b>Total Environmental Comm</b>		<b>\$3,600</b>	<b>\$3,892</b>	<b>\$3,500</b>	<b>\$3,500</b>

# L.E.M.A.

## 2011-2012 ACCOMPLISHMENTS

- Provided membership with training and re-certification classes in CPR, Traffic Control, Weather Spotting, and Defensive Driving.
- Completed NIMS requirement required courses for elected officials and personnel (Village).
- Village Staff completed ICS 300/400 NIMS requirements.
- Completed Personal Radiation Device Training (PRD) for Police.
- Completed gas mask fit testing for Village, Public Works, Park District, and LEMA personnel.
- Worked with IDOT on Main Street culvert cleaning project and Harper Grove Ditch reshaping project to relieve flooding issues in both areas.

## 2012-2013 GOALS

- Update the Emergency Operations Plan with the new NIMS Requirements, April 2012.
- Conduct a Table Top Exercise with Dept. Public Health Police, Fire, Village, Park Dist, and High School of the SNS POD site.
- Create a Three-Year Exercise Program for the Village, Township and Fire District.
- Complete new NIMS training requirements for all departments.
- Work with IDOT on new culvert at Main Street and Kotlin Street to relieve flooding on Main Street.
- Recruit new Volunteers into Emergency Management.

# L.E.M.A.

## EXPENDITURE NARRATIVE

10-60

### ■ PERSONAL SERVICES

Regular salaries reflect pay for part-time LEMA Coordinator and Deputy Coordinator. Portion of salary moved to OAN Budget to reflect costs associated with Director's work with Odor Alert Network.

### ■ OUTSIDE SERVICES

#### **Meetings/Conf/Training**

Miscellaneous IEMA Conferences and meetings for Director and select staff.

#### **Maintenance Service - Equipment**

#### **Memberships**

Miscellaneous required memberships and mutual aid.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>L.E.M.A.</b>					
10-60-51100	Personnel Services				
	Regular Salaries	19,000	19,465	\$15,000	17,000
	Total Personnel Services	\$19,000	\$19,465	\$15,000	\$17,000
Outside Services					
10-60-52100	Meetings / Conf / Training	\$2,145	\$1,252	\$1,200	\$1,645
10-60-52200	Memberships	200	165	100	275
10-60-52300	Postage	50	22	15	50
10-60-52500	Advertising / Printing	200	0	100	200
10-60-52600	Communications	4,525	173	275	275
10-60-57000	Maint Svc - Equipment	4,500	1,409	3,000	2,500
	Total Outside Services	\$11,620	\$3,021	\$4,690	\$4,945
Materials & Supplies					
10-60-60100	Office Supplies	\$1,000	\$13	600	\$1,000
10-60-61200	Safety Equipment	2,000	895	50	1,000
10-60-61300	Tools & Hardware	100	44	600	100
10-60-61400	Uniforms	2,000	828	1,200	1,200
	Total Materials & Supplies	\$5,100	\$1,780	\$2,900	\$3,300
Capital Outlay					
10-60-70200	Other Equipment	\$0		\$60,000	\$0
10-60-70300	Vehicles	0		\$0	0
	Total Capital Outlay	\$0	\$0	\$60,000	\$0
<b>Total L.E.M.A.</b>		<b>\$35,720</b>	<b>\$24,266</b>	<b>\$82,590</b>	<b>\$25,245</b>

# Odor Alert Network

## EXPENDITURE NARRATIVE

10-61

- **PERSONAL SERVICES**

- Regular Salaries**

- Salary for complaint investigation.

- **OUTSIDE SERVICES**

- Consultant Services**

- Costs associated with consultant investigations of complaints.

- Costs offset by membership fees and contributions.



**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Oder Alert Network</b>					
	Personal Services				
10-61-51100	Regular Salaries	\$0		\$1,500	\$3,000
	Total Personal Services	\$0	\$0	\$1,500	\$3,000
	Outside Services				
10-61-52300	Postage	\$0		\$0	\$0
10-61-52500	Advertising / Printing	0		0	0
10-61-56600	Pro Svc - Consulting	0		22,000	15,000
	Total Outside Services	\$0	\$0	\$22,000	\$15,000
	Materials & Supplies				
10-61-60100	Office Supplies	\$0		\$20	\$0
	Total Materials & Supplies	\$0	\$0	\$20	\$0
	<b>Total Oder Alert Network</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,520</b>	<b>\$18,000</b>

# Lemont Community TV

## EXPENDITURE NARRATIVE

10-70

- **CAPITAL OUTLAY**

- Other Equipment**

- Video and audio equipment for live broadcast and reproduction of Board Meetings and other community events is reflected in this line item.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Video Access League</b>					
10-70-70200	Capital Outlay	\$8,500	\$8,885	\$9,000	\$9,000
	Other Equipment				
	<b>Total Capital Outlay</b>	<b>\$8,500</b>	<b>\$8,885</b>	<b>\$9,000</b>	<b>\$9,000</b>
	<b>Total Video Access League</b>	<b>\$8,500</b>	<b>\$8,885</b>	<b>\$9,000</b>	<b>\$9,000</b>

# General Accounts

## EXPENDITURE NARRATIVE

10-90

### ■ OUTSIDE SERVICES

#### **Health/Life Insurance**

Village is offering cafeteria plan with three PPO options and one HMO option. The choices require different levels of contributions based on the level of coverage desired. Change is based on cost projections for Village's health insurance pool (IPBC/SWAHM) of approximately 4% and employees dropping off plans.

#### **IRMA Premium/Deductible**

The IRMA premium is based on Village revenues compared to the other 72 communities in the IRMA pool and is adjusted by an Experience Modifier each year. The FY 13 premium is flattening out after a sharp decrease in 2012.

#### **Leases**

Cost of leasing Strand/Stonehouse Pub's parking lot, Budnik Plaza property and MWRD property.

#### **Professional Services - Audit**

Reflects cost of annual audit.

#### **Professional Services - Legal**

Reflects cost of Corporate Counsel, Administrative Adjudication and Prosecutor services.

### ■ CAPITAL OUTLAY

#### **Office Equipment**

Reflects cost of Village Hall copier leases and associated costs.

### ■ INTERFUND TRANSFERS

#### **General Capital Improvement Fund**

Transfer to fund miscellaneous projects and its investments.

#### **Police Pension**

Reflects distribution of proceeds from Property Tax Levy and Personal Property Replacement Tax to Police Pension Fund.

#### **Debt Service Fund**

This amount is necessary for payment of debt service on several bond issues.

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>General Accounts</b>				
Outside Services				
10-90-52250 Bank Charges	\$0	\$9,068	\$9,000	\$9,000
10-90-53100 Health / Life Insurance	870,000	754,587	765,000	775,000
10-90-53200 IRMA / Insurance Deductible	8,800	9,753	10,000	10,000
10-90-53300 IRMA / Insurance Premium	385,000	300,527	283,190	280,000
10-90-53600 Public Relations	0	0	0	0
10-90-53700 Recognition Dinner	5,000	2,948	4,034	4,000
10-90-53900 Telephone Expense	96,000	81,737	80,000	75,000
10-90-54000 Unemployment Insurance	4,000	5,581	0	0
10-90-54250 Leases	3,000	3,276	3,400	3,400
10-90-56000 Pro Svc - Appraisal	10,000	3,800	0	5,000
10-90-56100 Pro Svc - Audit	33,000	27,410	28,000	32,000
10-90-56400 Pro Svc - Legal	0	0	0	0
10-90-56410 Pro Svc - Legal Corporate	40,000	116,261	100,000	75,000
10-90-56420 Pro Svc - Legal Adjudication	0	0	12,000	12,000
10-90-56430 Pro Svc - Legal Prosecution	0	0	18,000	18,000
10-90-56440 Pro Svc - Legal Labor	0	0	10,000	10,000
10-90-56500 Pro Svc - Medical	4,500	5,507	5,000	5,000
10-90-56600 Pro Svc - Consulting	20,000	89,360	50,000	20,000
10-90-56700 Pro Svc- Marketing	0	-	-	12,500
10-90-57000 Maint Svc - Equipment	0	785	0	0
10-90-57010 Suggestion Awards/Empl Relations	0	1,675	0	0
10-90-57900 Special Census	0	0	0	0
10-90-58100 Developer Incentives	1,000	10,670	5,000	7,000
Total Outside Services	\$1,480,300	\$1,422,945	\$1,382,624	\$1,352,900
Materials & Supplies				
10-90-60601 Misc Grant Expenses	\$0	\$0	\$5,000	\$0
10-90-61600 Festival Expenses	10,000	10,000	11,000	\$11,000
Total Materials & Supplies	\$10,000	\$10,000	\$16,000	\$11,000
Capital Outlay				
10-90-70100 Office Equipment	\$20,000	\$12,404	\$15,000	\$12,000
Total Capital Outlay	\$20,000	\$12,404	\$15,000	\$12,000
Interfund Transfers Out				
10-90-80140 To Debt Service Fund	\$502,313	\$515,125	\$515,000	\$515,000
10-90-80500 To IMRF Fund	4,700	4,500	5,000	0
10-90-80800 To General Capital Improv Fund	71,500	30,000	30,000	30,000
10-90-80820 To Police Building Fund	0	0	0	0
10-90-80900 To Police Pension Fund	459,000	502,777	500,000	500,000
Total Interfund Transfers Out	\$1,037,513	\$1,052,402	\$1,050,000	\$1,045,000
<b>Total General Accounts</b>	<b>\$2,547,813</b>	<b>\$2,497,751</b>	<b>\$2,463,624</b>	<b>\$2,420,900</b>
<b>Total Gen. Fund Expenses</b>	<b>\$9,152,310</b>	<b>\$8,264,872</b>	<b>\$8,524,617</b>	<b>\$8,305,297</b>
<b>Total General Fund Revenue</b>	<b>\$8,399,310</b>	<b>\$7,631,012</b>	<b>\$9,479,222</b>	<b>\$8,501,020</b>
<b>Total Gen. Fund Expenses</b>	<b>\$9,152,310</b>	<b>\$8,264,872</b>	<b>\$8,524,617</b>	<b>\$8,305,297</b>
<b>Difference</b>	<b>(\$753,000)</b>	<b>(\$633,860)</b>	<b>\$954,605</b>	<b>\$195,723</b>

# Debt Service Fund

## REVENUE NARRATIVE

Debt Service Fund receives transfers from the General Fund and the Road Improvement Fund.

## EXPENDITURE NARRATIVE

14-00

Debt service payment for Police Facility Bonds (Series 2007 and 2008).

Debt Service payment for Public Works Facility and Flood Migration Project Bonds (Series 2005).

Debt Service payment for the Target/Kohl's Refinancing Sales Tax Bond (Series 2004).

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Debt Service Fund</u></b>			No prior per adj		
<b>Revenue</b>					
14-00-48100	Other Income				
	Interest	\$2,500	\$8	\$500	\$100
	Total Other Income	\$2,500	\$8	\$500	\$100
Interfund Transfers In					
14-00-49100	From General Fund	\$502,313	\$515,125	\$515,000	\$515,000
14-00-49450	From Road Improvement Fund	887,890	946,935	732,030	657,781
14-00-49820	From Police Station Building Fund	0	79,732	0	0
	Total Interfund Transfers In	\$1,390,203	\$1,541,792	\$1,247,030	\$1,172,781
7,185	<b>Total Revenue</b>	<b>\$1,392,703</b>	<b>\$1,541,800</b>	<b>\$1,247,530</b>	<b>\$1,172,881</b>
(250)					
6,935	<b>Expenses</b>				
Outside Services					
14-00-56950	Bond Fees	\$2,500	\$2,307	\$3,000	\$4,000
	Total Outside Services	\$2,500	\$2,307	\$3,000	\$4,000
Interfund Transfers Out					
14-00-80250	To W & S Capital Improvement Fund	\$0	\$0	\$0	\$0
14-00-80810	To Public Works Building Fund	0	0	0	0
	Total Interfund Transfers Out	\$0	\$0	\$0	\$0
Debt Service					
14-00-82100	2000A Road Imp Bond Principal	\$385,000	\$410,000	\$0	\$0
14-00-82200	2000A Road Imp Bond Interest	40,745	21,013	0	0
14-00-82510	2004 Sales Tax Rev LRM Bond Principal	295,000	320,000	345,000	370,000
14-00-82520	2004 Sales Tax Rev LRM Bond Interest	88,138	76,780	63,500	48,838
14-00-82530	2005 ARS Project Bond Prinicipal	65,000	65,000	65,000	70,000
14-00-82540	2005 ARS Project Bond Interest	54,175	52,095	50,015	47,773
14-00-82550	2007 ARS Police Bldg Bond Principal	25,000	30,000	200,000	205,000
14-00-82560	2007 ARS Police Bldg Bond Interest	305,575	304,750	303,760	295,760
14-00-82570	2008 ARS Police Bldg Bond Principal	55,000	55,000	55,000	60,000
14-00-82580	2008 ARS Police Bldg Bond Interest	76,570	74,920	73,270	71,510
	Tollway Payment	0	50,000	100,000	0
	Total Debt Service	\$1,390,203	\$1,459,558	\$1,255,545	\$1,168,881
	<b>Total Expenses</b>	<b>\$1,392,703</b>	<b>\$1,461,865</b>	<b>\$1,258,545</b>	<b>\$1,172,881</b>
<b>Total Revenue</b>		<b>\$1,392,703</b>	<b>\$1,541,800</b>	<b>\$1,247,530</b>	<b>\$1,172,881</b>
<b>Total Expenses</b>		<b>\$1,392,703</b>	<b>\$1,461,865</b>	<b>\$1,258,545</b>	<b>\$1,172,881</b>
<b>Difference</b>		<b>\$0</b>	<b>\$79,935</b>	<b>(\$11,015)</b>	<b>\$0</b>

# Working Cash Fund

## REVENUE NARRATIVE

### Revenues

No levy for working cash due to fund maximum being reached.

## EXPENDITURE NARRATIVE

15-00

### Transfer to General Fund

Interest earnings are routinely transferred to General Fund.



**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Working Cash Fund</u></b>					
<b>Revenue</b>					
15-00-41700	Real Estate Taxes Working Cash	\$65,000	\$4,066	\$2,500	\$0
	Total Real Estate Taxes	\$65,000	\$4,066	\$2,500	\$0
15-00-48100	Other Income Interest	\$12,000	\$3,744	\$3,000	\$250
	Total Other Income	\$12,000	\$3,744	\$3,000	\$250
	<b>Total Revenue</b>	<b>\$77,000</b>	<b>\$7,810</b>	<b>\$5,500</b>	<b>\$250</b>
<b>Expenses</b>					
15-00-80100	Interfund Transfers Out To General Fund	\$12,000	\$3,744	\$3,000	\$250
	Total Interfund Transfers Out	\$12,000	\$3,744	\$3,000	\$250
	<b>Total Expenses</b>	<b>\$12,000</b>	<b>\$3,744</b>	<b>\$3,000</b>	<b>\$250</b>
	<b>Total Revenue</b>	<b>\$77,000</b>	<b>\$7,810</b>	<b>\$5,500</b>	<b>\$250</b>
	<b>Total Expenses</b>	<b>\$12,000</b>	<b>\$3,744</b>	<b>\$3,000</b>	<b>\$250</b>
	<b>Difference</b>	<b>\$65,000</b>	<b>\$4,066</b>	<b>\$2,500</b>	<b>\$0</b>

# TIF Fund

## REVENUE NARRATIVE

17-00

### TIF District Real Estate Taxes

Estimated property tax revenue to be received during fiscal year shows increase based on projections from Cook County Assessor's Office. The TIF District was established on May 28, 1991 and is on track to sunset in 2015. The base equalized assessed valuation is certified at \$3,231,716.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>T.I.F. Fund</u></b>					
<b>Revenues</b>					
17-00-40005	Reallocated P/Y Funds	\$90,668		\$0	\$0
	Real Estate Taxes				
17-00-41750	T.I.F. District	\$590,000	\$989,422	\$990,000	\$1,140,000
	Total Real Estate Taxes	\$590,000	\$989,422	\$990,000	\$1,140,000
Other Income					
17-00-48100	Interest	\$12,000	\$843	\$500	\$250
17-00-48500	Misc Income	\$0	\$0	0	\$0
17-00-47700	Engr / Main Street Project	0	35,220	0	0
17-00-47710	Engr / Const Reimb - Canal St	0		0	0
	Total Other Income	\$12,000	\$36,063	\$500	\$250
<b>Total T.I.F. Revenues</b>		\$692,668	\$1,025,485	\$990,500	\$1,140,250

# TIF Fund - Downtown

## EXPENDITURE NARRATIVE

17-00

### ADMINISTRATIVE EXPENSES

- **PERSONAL SERVICES**  
Includes salary of Marketing Coordinator.
  
- **OUTSIDE SERVICES**  
**Professional Services - TIF Marketing**  
Partially funds enhanced Economic Development effort for Village. Additional funds budgeted in General Fund.
  
- **CAPITAL OUTLAY**  
**Construction**  
Miscellaneous repairs and maintenance of Downtown TIF infrastructure.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>T.I.F. Administrative Expenses</b>					
	Personal Services				
17-00-51100	Regular Salaries	\$45,000	\$45,627	\$46,125	\$46,800
17-00-51850	FICA / IMRF	8,000	8,417	8,050	8,799
	Total Personal Services	\$53,000	\$54,044	\$54,175	\$55,599
	Outside Services				
17-00-52200	Memberships	\$375		\$375	\$375
17-00-52300	Postage	50	596	50	50
17-00-52450	Rec / Ad / Printing	300	2,676	0	0
17-00-56100	Prof Svc - Audit	5,000	3,500	2,500	2,500
17-00-56800	Prof Svc - Planning/Arch	0	18,000	(10,000)	0
17-00-56900	Prof Svc - TIF Marketing	7,000	29,481	35,000	25,000
17-00-56950	Prof Svc - Bond Fees	1,200	1,020	1,200	1,200
	Total Outside Services	\$13,925	\$55,273	\$29,125	\$29,125
	Canal				
17-00-57405	Maint Svc - Canal	\$0	\$4,200	\$0	\$20,000
	Total Canal	\$0	\$4,200	\$0	\$20,000
	Materials & Supplies				
17-00-60100	Office Supplies	\$0		\$0	\$0
	Total Materials & Supplies	\$0	\$0	\$0	\$0
	Capital Outlay				
17-00-70700	Construction	\$0		\$19,000	\$20,000
	Total Outlay	\$0	\$0	\$19,000	\$20,000
	Interfund Transfers Out				
17-00-80300	To T.I.F. Canal Dist. Fund	\$0		\$100,000	\$27,000
	Total Interfund Transfers Out	\$0	\$0	\$100,000	\$27,000
	<b>Total T.I.F. Admin, Expenses</b>	<b>\$66,925</b>	<b>\$113,517</b>	<b>\$202,300</b>	<b>\$151,724</b>

# TIF Fund - Capital Expenditures

## EXPENDITURE NARRATIVE

17-11

### CAPITAL EXPENSES

#### ■ DEBT SERVICE

As part of the process of establishing a new TIF for the downtown, the Village carved out part of the existing TIF, and included it as part of the new TIF. The Village had previously issued debt in the existing TIF for various capital projects. Bonds were sold assuming the full tax increment from the entire existing TIF area would be available to repay the debt. Because the Village carved out some of that increment, the Village is required to refund the existing debt.

#### ■ ILLINOIS STREET

Engineering for reconstruct.

#### ■ BRIDGE REPAIRS

Stephen Street and Ed Bossert Bridge repair.

#### ■ DUMPSTER ENCLOSURE

Funds to establish one (1) shared dumpster enclosure in downtown.

#### ■ MAIN/FREMONT PARKING LOT

Engineering and resurfacing of lot.

### ■ SITE IMPROVEMENT/SIGN GRANT PROGRAMS

Grant Programs are being funded in FY 2012-2013.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>T.I.F. Capital Expenses</b>					
17-11-	Bridge Repairs				
17-11-	Engineering	\$50,000	\$30,184	\$0	\$0
17-11-	Construction	0	400,037	14,000	\$75,000
	<b>Total Talcott Street Improvements</b>	<b>\$50,000</b>	<b>\$430,221</b>	<b>\$14,000</b>	<b>\$75,000</b>
17-11-	Dumpster Enclosure				
17-11-	Engineering	\$0	\$49,716	\$1,500	\$0
17-11-	Construction	0	68,015	0	\$20,000
	<b>Total Main Street Improvements</b>	<b>\$0</b>	<b>\$117,731</b>	<b>\$1,500</b>	<b>\$20,000</b>
17-11-567200	Signage / Design Grants				
	Construction	\$0	\$13,550	\$25,000	\$30,000
	<b>Total Signage / Design Grants</b>	<b>\$0</b>	<b>\$13,550</b>	<b>\$25,000</b>	<b>\$30,000</b>
17-11-571100	Canal / Lemont Street Parking				
17-11-571200	Engineering	\$0	\$0	\$5,000	\$0
17-11-571200	Construction	\$0	\$27,084	\$40,000	\$0
	<b>Total Canal / Lemont Street Parking</b>	<b>\$0</b>	<b>\$27,084</b>	<b>\$45,000</b>	<b>\$0</b>
17-11-	Main/Freemont Lot				
17-11-	Engineering	\$0	\$0	\$5,000	\$7,500
17-11-	Construction	0	0	20,000	\$75,000
	<b>Total Stephen St Lot</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$82,500</b>
17-11-581100	Illinois Street				
	Engineering	\$0	\$1,333	\$55,000	\$65,000
	<b>Total Illinois Street</b>	<b>\$0</b>	<b>\$1,333</b>	<b>\$55,000</b>	<b>\$65,000</b>
17-11-82010	Debt Service				
17-11-82020	Talcott Loan Principal	\$0	\$0	\$0	\$0
17-11-82020	Talcott Loan Interest	0	0	0	0
17-11-82425	2005 Ref Bond Principal	405,000	420,000	435,000	495,000
17-11-82430	2005 Ref Bond Interest	114,743	100,972	86,273	70,613
17-11-82500	Senior Housing Senior Bond	56,000	38,599	38,000	64,000
17-11-82600	Senior Housing Junior Lein	0	0	1,000	1,000
	<b>Total Debt Service</b>	<b>\$575,743</b>	<b>\$559,571</b>	<b>\$560,273</b>	<b>\$630,613</b>
	<b>Total Capital Expenses</b>	<b>\$625,743</b>	<b>\$1,149,490</b>	<b>\$725,773</b>	<b>\$903,113</b>
<b>Tot T.I.F. Expenses</b>		<b>\$692,668</b>	<b>\$1,263,007</b>	<b>\$928,073</b>	<b>\$1,054,837</b>
<b>Total T.I.F. Revenues</b>		<b>\$692,668</b>	<b>\$1,025,485</b>	<b>\$990,500</b>	<b>\$1,140,250</b>
<b>Total T.I.F. Expenses</b>		<b>\$692,668</b>	<b>\$1,263,007</b>	<b>\$928,073</b>	<b>\$1,054,837</b>
<b>Difference</b>		<b>\$0</b>	<b>(\$237,522)</b>	<b>\$62,427</b>	<b>\$85,413</b>

# Water & Sewer Fund

## REVENUE NARRATIVE

22-00

Revenue from leases for Houston and State Street well leases.

- **OTHER INCOME**

Build America Bond Tax Rebate from 2011 Bond Issuance.

- **CELL TOWER LEASE**



**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Water &amp; Sewer Fund</u></b>					
<b>Revenues</b>					
22-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0
Charges for Service					
22-00-45100	Fines	\$0	(\$1,766)	\$0	\$0
22-00-46210	Cell Tower Lease	60,100	74,289	64,000	64,000
22-00-46300	Developer Reimb / B-Box Reinsp	2,000	560	1,000	1,000
22-00-46400	Water Usage	3,120,000	2,856,592	3,000,000	3,000,000
22-00-46401	Water Penalty	37,500	34,775	35,000	35,000
22-00-46500	Meter Fees	31,500	25,467	20,000	20,000
22-00-46550	Sewer Charges	520,700	868,741	875,000	875,000
22-00-46551	Sewer Penalty	7,200	11,313	12,500	8,500
22-00-46630	Turn-on Fee	50	236	300	300
22-00-46650	Metered Water Use (hydrant)	12,100	7,664	5,000	4,000
	Total Charges for Service	\$3,791,150	\$3,877,871	\$4,012,800	\$4,007,800
Other Income					
22-00-48100	Interest	\$12,000	\$5,189	\$600	\$500
22-00-48300	Sale of Village Property	0		0	0
22-00-48420	Build America Bond Tax Rebate			113,360	115,000
22-00-48500	Miscellaneous Income	1,200	5,505	600	600
	Total Other Income	\$13,200	\$10,694	\$114,560	\$116,100
	<b>Total Revenues</b>	<b>\$3,804,350</b>	<b>\$3,888,565</b>	<b>\$4,127,360</b>	<b>\$4,123,900</b>

# Water Department: Water & Sewer Fund

## EXPENDITURE NARRATIVE

22-05

### ■ MATERIALS & SUPPLIES

#### **Office Supplies**

Printing “Utility Bill Enclosed” on envelopes.

#### **Maintenance Supplies - Softeners**

Line item covers purchase of softener salt.

### ■ ELECTRICITY/GAS/PHONE

Decrease in costs due to third party supply contracts decrease.

### ■ CAPITAL OUTLAY

#### **Office Equipment**

Neopost Machine Lease.

#### **Other Equipment**

Water Meter Replacements, dump truck purchase, lease payment for street sweeper.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Water Expenses</b>					
	Personal Services				
22-05-51100	Regular Salaries	\$785,600	\$0	\$0	\$0
22-05-51200	Overtime	45,000	0	0	0
22-05-51400	Temporary Salaries	15,000	0	0	0
	Total Personal Services	\$845,600	\$0	\$0	\$0
	Outside Services				
22-05-52100	Meetings / Conf / Training	\$2,000	\$590	\$2,000	\$1,000
22-05-52200	Membership Fees	1,000	325	500	350
22-05-52250	Bank Charges	8,000	0	0	0
22-05-52300	Postage	16,000	23,416	23,000	25,000
22-05-52450	Rec / Ad / Print	5,000	4,913	5,500	5,500
22-05-52550	Newsletter	500	0	500	0
22-05-52600	Communications	2,000	0	1,000	0
22-05-54300	Dumping Fees	22,000	3,041	7,500	7,500
22-05-54400	Electricity / Gas / Phone	340,000	278,095	300,000	265,000
22-05-56200	Pro Svc - Data Processing	1,000	1,279	1,000	3,500
22-05-56300	Pro Svc - Engineering	0	5,440	4,500	3,500
22-05-56700	Pro Svc - Testing	8,000	7,817	15,000	9,000
22-05-57000	Maint Svc - Equipment	100,000	540	25,000	80,000
22-05-58000	Maint Svc - Softener	15,000	184	9,000	4,500
22-05-58100	Maint Svc - Water System	14,000	24,919	15,000	25,000
22-05-58200	Build Illinois Loan Payment	77,000	0	0	0
22-05-58350	Bad Debts Expense - Water	0	6,486	0	0
	Total Outside Services	\$611,500	\$357,045	\$409,500	\$429,850
	Materials & Supplies				
22-05-60100	Office Supplies	\$3,000	\$5,088	\$7,000	\$9,000
22-05-60850	Maint Supplies - Water System	10,000	13,272	12,500	11,000
22-05-60950	Maint Supplies - Wells	4,000	2,900	4,000	3,500
22-05-61050	Maint Supplies - Softener	115,000	100,708	75,000	70,000
22-05-61200	Safety Equipment	1,000	353	1,000	500
22-05-61300	Tools & Hardware	4,000	1,988	2,000	500
22-05-61400	Uniforms	5,000	3,529	5,000	5,000
	Total Materials & Supplies	\$142,000	\$127,838	\$106,500	\$99,500
	Capital Outlay				
22-05-70100	Office Equipment	\$0	\$1,311	\$4,700	\$4,700
22-05-70200	Other Equipment	59,000	83,156	63,000	155,000
22-05-70300	Vehicles	110,000	100,640	87,000	0
	Total Capital Outlay	\$169,000	\$185,107	\$154,700	\$159,700
	<b>Total Water Expenses</b>	<b>\$1,768,100</b>	<b>\$669,990</b>	<b>\$670,700</b>	<b>\$689,050</b>

# Sewer Department: Water & Sewer Fund

## EXPENDITURE NARRATIVE

22-10

### ■ OUTSIDE SERVICES

#### **Utility Expense - Lift Stations**

Costs associated with gas, electric and phone services for lift stations.

#### **Maintenance Service - Sewer System**

Reflects actual costs associated with replacement of sewer lining, smoke testing and televising.

#### **Maintenance Service - Lift Stations**

Covers costs associated with repairs for pumps and engines.

### ■ MATERIALS

#### **Maintenance Supplies**

Increase to cover replacement costs of sewer pipe, manhole structures, and side drain structures.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Sewer Expenses</b>					
Outside Services					
22-10-54150	Utility Exp - Lift Station	\$24,000	\$27,348	\$23,000	\$22,000
22-10-56300	Pro Svc - Engineering	7,000	35,071	18,000	25,000
22-10-57050	Maint Svc - Sewer System	45,000	49,257	75,000	70,000
22-10-57150	Maint Svc - Lift Station	35,000	26,009	30,000	40,000
22-10-58300	MWRD User Fee	15,000	13,379	15,000	13,000
22-10-58305	Bad Debts Expense - Sewer	0	2,780	0	0
	<b>Total Outside Services</b>	<b>\$126,000</b>	<b>\$153,844</b>	<b>\$161,000</b>	<b>\$170,000</b>
Materials & Supplies					
22-10-60650	Maint Supplies - Sewer	\$14,000	\$4,718	\$10,000	\$12,000
22-10-61300	Tools & Hardware	0	0	0	0
	<b>Total Materials &amp; Supplies</b>	<b>\$14,000</b>	<b>\$4,718</b>	<b>\$10,000</b>	<b>\$12,000</b>
	<b>Total Sewer Expenses</b>	<b>\$140,000</b>	<b>\$158,562</b>	<b>\$171,000</b>	<b>\$182,000</b>

# Water & Sewer General Accounts

## EXPENDITURE NARRATIVE

22-15

### ■ OUTSIDE SERVICES

#### **Health/Life Insurance**

Reflects projected increase in health insurance costs. Shared with General Fund.

#### **Geographical Info System**

Upgrade to GIS Software/Training.

### ■ INTERFUND TRANSFERS

#### **Transfer to General Fund**

Represents reimbursement for personnel, insurance, audit, building, vehicle maintenance and other General Fund expenses.

#### **Transfer to Alt. Revenue Bond Fund**

Reflects payment for W&S Bonds for softener improvements.

#### **Transfer to General Fund and Capital Improvement Fund**

Pays for IT costs associated with Water & Sewer.

#### **Transfer to SSA Fund**

Interest on TIF bonds for utility extension to Route 83.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>W&amp;S Gen. Account Expenses</b>					
	Personal Services				
22-15-51100	Regular Salaries	\$0	\$687,774	\$647,000	\$647,000
22-15-51200	Overtime	0	36,905	33,000	36,000
22-15-51400	Temporary Salaries	0	21,919	18,000	22,000
	Total Personal Services	\$0	\$746,598	\$698,000	\$705,000
	Outside Services				
22-15-52250	Bank Charges	\$0	\$8,801	\$9,400	\$0
22-15-53100	Health / Life Insurance	170,000	230,774	236,000	230,000
22-15-54110	NDPES	10,000	10,290	10,000	10,000
22-15-56000	Pro Svc - Appraisal	5,000	0	2,000	2,000
22-15-56010	GASB 34	0	0	0	0
22-15-56110	Geographic Info System	0	7,816	10,000	0
22-15-58010	Pro Svc - Other Projects	25,000	18,000	10,000	5,000
	Total Outside Services	\$210,000	\$275,681	\$277,400	\$247,000
22-15-80100	To General Fund Reimbursement	\$753,000	\$775,000	\$1,050,000	\$830,000
	Interfund Transfers Out				
22-15-80230	To W&S Alt Rev Bond	675,395	668,195	803,955	1,027,511
22-15-80250	To W&S Cap Improv Fund	0	195,000	371,000	280,000
22-15-80350	To Gateway TIF Fund (change to SSA)	0	35,000	35,000	85,000
22-15-80450	To Road Improvement Fund	120,000	0	0	0
22-15-80800	To Gen Cap Improv Fund	50,000	53,349	50,000	50,000
22-15-80810	To Public Works Building Fund	0	0	0	0
	Total Interfund Transfers Out	\$1,598,395	\$1,726,544	\$2,309,955	\$2,272,511
	Reserve for Reclassifications & increases	\$0	\$0	\$0	\$0
	<b>Total W&amp;S Gen. Account Exp.</b>	<b>\$1,808,395</b>	<b>\$2,748,823</b>	<b>\$3,285,355</b>	<b>\$3,224,511</b>
	<b>Total Water &amp; Sewer Exp</b>	<b>\$3,716,495</b>	<b>\$3,577,375</b>	<b>\$4,127,055</b>	<b>\$4,095,561</b>
	<b>Total Water &amp; Sewer Revenue</b>	<b>\$3,804,350</b>	<b>\$3,888,565</b>	<b>\$4,127,360</b>	<b>\$4,123,900</b>
	<b>Total Water &amp; Sewer Expenses</b>	<b>\$3,716,495</b>	<b>\$3,577,375</b>	<b>\$4,127,055</b>	<b>\$4,095,561</b>
	<b>Difference</b>	<b>\$87,855</b>	<b>\$311,190</b>	<b>\$305</b>	<b>\$28,339</b>

# Water & Sewer Alt. Bond Fund

## REVENUE NARRATIVE

- **INTERFUND TRANSFERS**  
Water & Sewer transfer reflects establishing escrow for the Series 2004 System Improvement Bonds, the 2004 Well 6 Bond, the 2005 ARS W&S Refunding Bond and the 2010 W&S for system improvements.

## EXPENDITURE NARRATIVE

23-00

- **DEBT SERVICE**  
Current year's Debt Service obligations. Increase includes interest and principal on 2010 Build America bonds.



**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>W&amp;S Alternate Rev.Bond Fund</u></b>					
<b>Revenue</b>					
	Other Income				
23-00-48100	Interest	\$1,100	\$73	\$100	\$100
	Total Other Income	\$1,100	\$73	\$100	\$100
	Interfund Transfers In				
23-00-49270	From Capitalized interest	\$0	\$0	\$225,203	0
23-00-49220	From W&S Operation & Maint	675,395	668,195	803,955	\$1,027,514
	Total Interfund Transfers In	\$675,395	\$668,195	\$1,029,158	\$1,027,514
	<b>Total Revenue</b>	<b>\$676,495</b>	<b>\$668,268</b>	<b>\$1,029,258</b>	<b>\$1,027,614</b>
<b>Expenses</b>					
	Outside Services				
23-00-56950	Bond Fees	\$1,100	\$1,070	\$1,600	\$1,600
	Total Outside Services	\$1,100	\$1,070	\$1,600	\$1,600
	Debt Service				
23-00-82101	2004 Well 6 Bond Principal	\$250,000	\$260,000	\$270,000	\$275,000
23-00-82102	2004 Well 6 Bond Interest	204,140	196,765	188,705	179,795
	2010 Build America Principal	0	0	0	0
23-00-82202	2010 Build America Interest	0	77,597	338,563	352,263
23-00-82205	2005 ARS W&S Refunding Bond Principal	175,000	170,000	195,000	190,000
23-00-82210	2005 ARS W&S Refunding Bond Interest	46,255	40,830	35,390	28,956
	Total Debt Service	\$675,395	\$745,192	\$1,027,658	\$1,026,014
	<b>Total W&amp;S A.R.S. Bond Exp</b>	<b>\$676,495</b>	<b>\$746,262</b>	<b>\$1,029,258</b>	<b>\$1,027,614</b>
<b>Total W&amp;S A.R.S. Bond Rev</b>		<b>\$676,495</b>	<b>\$668,268</b>	<b>\$1,029,258</b>	<b>\$1,027,614</b>
<b>Total W&amp;S A.R.S. Bond Exp</b>		<b>\$676,495</b>	<b>\$746,262</b>	<b>\$1,029,258</b>	<b>\$1,027,614</b>
<b>Difference</b>		<b>\$0</b>	<b>(\$77,994)</b>	<b>(\$0)</b>	<b>\$0</b>

# Water & Sewer Capital Improvement Fund

## REVENUE NARRATIVE

25-00

- **OTHER INCOME**  
Funding for CDBG Program - water main replacement on McCarthy Road.
  
- **CHARGES FOR SERVICE**  
Connection Fees have been moved from W&S Operations to Water & Sewer Capital Projects in recent budget years.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>W&amp;S Capital Improvement Fund</u></b>					
<b>Revenues</b>					
25-00-40005	Reallocated P/Y Funds	\$102,000	\$0	\$4,150,739	\$0
<b>Revenues</b>					
Charges for Service					
25-00-46450	Connection Fee - Water	\$115,000	\$98,700	\$100,000	\$110,000
25-00-46600	Connection Fee - Sewer	68,000	73,640	65,000	70,000
	Total Charges for Service	\$183,000	\$172,340	\$165,000	\$180,000
Other Income					
25-00-48100	Interest	\$3,000	\$2,164	\$0	\$0
25-00-48350	Developer Contributions	0	8,000	140,622	0
25-00-47706	Warner Eureka Grant #1	0	98,460	0	0
25-00-47707	Warner Eureka Grant #2	0	200,000	0	0
25-00-48505	CBDG / Watermain	100,000	100,000	120,000	100,000
	Misc Income	0	0	8,000	0
	Total Other Income	\$103,000	\$408,624	\$268,622	\$100,000
Interfund Transfers In					
25-00-49140	From Debt Service Fund	\$0	\$0	\$0	\$0
25-00-49220	From W&S Operation & Maint	0	195,000	371,000	280,000
25-00-49450	From Road Improvement Fund	0	0	0	0
	Total Interfund Transfers In	\$0	\$195,000	\$371,000	\$280,000
	<b>Total Revenues</b>	<b>\$388,000</b>	<b>\$775,964</b>	<b>\$4,955,361</b>	<b>\$560,000</b>

# Water & Sewer Capital Improvement Fund

## EXPENDITURE NARRATIVE

25-00

### ■ CAPITAL EXPENDITURE PROJECTS

Logan water main replacement.

McCarthy water main replacement (CDBG partially funded).

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Expenses</b>					
25-00-	Logan Water Main Replacement				
	Engineering	\$0	\$0	\$0	\$20,000
25-00-	Construction	\$0	\$0	\$0	\$165,000
	Total Logan	\$0	\$0	\$0	\$185,000
	McCarthy - CDBG				
25-00-549100	Engineering	\$0	\$18,126	\$0	\$38,000
25-00-549200	Construction	146,000	231,831	0	330,000
	Total				\$368,000
	<b>Total W&amp;S Cap Imp Exp</b>				<b>\$553,000</b>
<b>Total W&amp;S Cap Imp Rev</b>		<b>\$388,000</b>	<b>\$775,964</b>	<b>\$4,955,361</b>	<b>\$560,000</b>
<b>Total W&amp;S Cap Imp Exp</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$553,000</b>
<b>Difference</b>		<b>\$388,000</b>	<b>\$775,964</b>	<b>\$4,955,361</b>	<b>\$7,000</b>

# Canal District TIF Fund

## REVENUE NARRATIVE

- **REAL ESTATE TAXES**  
Estimate of incremental property tax reserves to be received during fiscal year.

## EXPENDITURE NARRATIVE

30-00

- **DEBT SERVICE**  
2007 Canal Bond Principal and Interest.  
2010 Canal TIF Refinancing Principal & Interest.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Downtown Canal Dist. T.I.F.</u></b>					
<b>Revenues</b>					
30-00-40005	Reallocated P/Y Funds	\$170,033	\$0	\$92,000	\$0
30-00-41755	Real Estate Taxes T.I.F. Canal District	\$100,000	\$104,888	\$182,000	\$300,000
	Total Real Estate Taxes	\$100,000	\$104,888	\$182,000	\$300,000
30-00-48100	Other Income Interest	\$10,000	\$257	\$1,000	\$0
	Developer Contribution	\$0	\$0	\$65,000	\$0
30-00-48600	Bond Proceeds	0	0	0	0
	Total Other Income	\$10,000	\$257	\$66,000	\$0
30-00-49170	Interfund Transfers In From T.I.F. Downtown Fund	\$0	\$0	\$100,000	\$27,000
	Total Interfund Transfers In	\$0	\$0	\$100,000	\$27,000
	<b>Total D/T Canal Dist. Revenues</b>	\$280,033	\$105,145	\$440,000	\$327,000

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Expenses</b>				
Outside Services				
30-00-52450 Rec / Adv / Printing	\$0	\$0	\$0	\$0
30-00-56100 Pro Svc - Audit		\$2,500	1,000	\$1,000
30-00-56950 Bond Fees	0	990	1,000	1,000
30-00-57010 Pro Svc - Design	0	960	0	0
Total Outside Services	\$0	\$4,450	\$2,000	\$2,000
River / Front Street				
30-11-516100 Engineering	\$0	\$0	\$0	\$0
30-11-516200 Construction	28,000	0	0	0
Total Outside Services	\$28,000	\$0	\$0	\$0
Parking Garage				
30-11-517100 Engineering	\$0	\$630	\$0	\$0
30-11-517200 Construction	0	0	35,000	0
Total Parking Garage	\$0	\$630	\$35,000	\$0
Debt Service				
30-11-82301 2007 Canal Bond Principal	\$95,000	\$95,000	\$100,000	\$105,000
30-11-82302 2007 Canal Bond Interest	117,033	113,328	\$109,575	105,025
30-11-82304 2010 Canal TIF P&I	0	47,034	\$68,830	113,830
Total Debt Service	\$212,033	\$255,362	\$278,405	\$323,855
Capital Outlay				
30-11-70200 Other Equipment	\$40,000	\$0	\$0	\$0
30-11-70700 Construction	0	0	\$125,000	0
Total Capital Outlay	\$40,000	\$0	\$125,000	\$0
<b>Total Expenses</b>	<b>\$280,033</b>	<b>\$260,442</b>	<b>\$440,405</b>	<b>\$325,855</b>
<b>Total Revenues</b>	<b>\$280,033</b>	<b>\$105,145</b>	<b>\$440,000</b>	<b>\$327,000</b>
<b>Total Expenses</b>	<b>\$280,033</b>	<b>\$260,442</b>	<b>\$440,405</b>	<b>\$325,855</b>
<b>Difference</b>	<b>\$0</b>	<b>(\$155,297)</b>	<b>(\$405)</b>	<b>\$1,145</b>



# Gateway TIF Fund

## REVENUE NARRATIVE

## EXPENDITURE NARRATIVE

34-00

- **REAL ESTATE TAXES**  
Anticipated increment from RE taxes.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Gateway T.I.F.</u></b>					
<b>Revenues</b>					
34-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0
34-00-41756	Real Estate Taxes Gateway TIF District	\$0	\$74,008	\$100,000	\$100,000
	Total Real Estate Taxes	\$0	\$74,008	\$100,000	\$100,000
34-00-48100	Other Income Interest	\$0	\$20	\$0	\$0
	Total Other Income	\$0	\$20	\$0	\$0
<b>Total Revenues</b>		\$0	\$74,028	\$100,000	\$100,000
<b>Expenses</b>					
34-00-56100	Outside Service Pro Svc - Audit	\$0	\$1,000	\$0	\$0
34-00-56600	Pro Svc - Consulting	0	4,163	30,000	50,000
34-00-56950	Bond Fees	0	0	0	0
	Total Outside Services	\$0	\$5,163	\$30,000	\$50,000
34-00-70700	Capital Outlay Construction	\$0	\$0	\$50,000	\$0
	Total Capital outlay	\$0	\$0	\$50,000	\$0
34-00-80350	Interfund Transfers Out SSA #1 - Fund 35	\$0	\$146,075	\$0	\$0
	Total Transfers Out	\$0	\$146,075	\$0	\$0
<b>Total Expenses</b>		\$0	\$151,238	\$80,000	\$50,000
<b>Total Revenues</b>		\$0	\$74,028	\$100,000	\$100,000
<b>Total Expenses</b>		\$0	\$151,238	\$80,000	\$50,000
<b>Difference</b>		(\$0)	(\$77,210)	\$20,000	\$50,000

# Special Service Area Fund

## REVENUE NARRATIVE

- **REAL ESTATE TAXES**  
Estimate of SSA tax contributions.
- **INTERFUND TRANSFERS IN**  
  
From W&S Bond  
Village's contribution to Main Street  
Utility Extension  
From Gateway TIF

## EXPENDITURE NARRATIVE

35-00

- **DEBT SERVICE PAYMENTS**  
Principal and interest on SSA Bond for utility extension.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>SSA #1</u></b>					
<b>Revenues</b>					
35-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0
35-00-41757	Real Estate Taxes SSA #1	\$0	\$198,689	\$56,000	\$65,000
	Total Real Estate Taxes	\$0	\$198,689	\$56,000	\$65,000
35-00-48100	Other Income Interest	\$0	\$165	\$0	\$0
	Total Other Income	\$0	\$165	\$0	\$0
35-00-49220	Interfund Transfers In From Water & Sewer Fund	\$0	\$35,000	\$35,000	\$85,000
	From Gateway TIF	0	146,076	50,000	\$0
	Total Interfund Transfers In	\$0	\$181,076	\$85,000	\$85,000
<b>Total Revenues</b>		\$0	\$379,930	\$141,000	\$150,000
<b>Expenses</b>					
35-00-56950	Outside Service Bond Fees	\$0	\$475	\$1,000	\$1,000
35-00-58100	Developer Incentives	0	10,626	0	\$0
	Total Outside Services	\$0	\$11,101	\$1,000	\$1,000
35-00-82313	Debt Service Payments Principal	\$0	\$65,000	\$65,000	\$70,000
35-00-82314	Interest	0	78,126	\$74,713	71,300
	Total Debt Service Payments	\$0	\$143,126	\$139,713	\$141,300
<b>Total Expenses</b>		\$0	\$154,227	\$140,713	\$142,300
<b>Total Revenues</b>		\$0	\$379,930	\$141,000	\$150,000
<b>Total Expenses</b>		\$0	\$154,227	\$140,713	\$142,300
<b>Difference</b>		\$0	\$225,703	\$287	\$7,700

# Motor Fuel Tax Fund

## REVENUE NARRATIVE

### ■ ALLOTMENTS

Projections based upon lower Illinois Municipal League estimates of State MFT revenues and general economy.

## EXPENDITURE NARRATIVE

40-00

### ■ PROFESSIONAL SERVICES - ENGINEERING

Engineering Design & Inspection of the 2012 Resurfacing Program.

### ■ MAINTENANCE SERVICES - STREETS

Reflects Village's share of construction costs for Resurfacing Program.

- Timberline Road from Roberta to 127th.
- Thermoplast striping on Timberline and near school crossing.

### ■ MAINTENANCE - ELECTRICITY

Reflects transfer of a portion of the street lighting costs to Motor Fuel Tax Fund.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Motor Fuel Tax Fund</u></b>					
<b>Revenues</b>					
40-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$145,000
40-00-43700	State Shared Revenue Allotments	\$465,200	\$512,230	\$473,000	\$385,600
	Total State Shared Revenue	\$465,200	\$512,230	\$473,000	\$385,600
40-00-47700	Other Income Engineering Reimbursement	\$0	\$2,711	\$0	\$0
40-00-48100	Interest	4,500	464	4,000	\$150
40-00-48500	Misc Revenue	0	15,189	0	\$0
	Total Other Income	\$4,500	\$18,364	\$4,000	\$150
40-00-49450	Interfund Transfers In From Road Improvement Fund	\$0	\$89,669	\$0	\$0
	Total Interfund Transfers In	\$0	\$89,669	\$0	\$0
	<b>Total Revenues</b>	<b>\$469,700</b>	<b>\$620,263</b>	<b>\$477,000</b>	<b>\$530,750</b>
<b>Expenses</b>					
40-00-53000	Outside Services Electricity - Street Lighting	\$0	\$29,101	\$25,000	\$25,000
40-00-56300	Pro Svc - Engineering	43,500	80,009	10,000	10,000
40-00-58150	Maint Svc - Streets	426,200	138,662	176,000	345,000
	Total Outside Services	469,700	247,772	211,000	380,000
40-00-60900	Materials & Supplies Maint Supl - Street/Alleys	\$0	\$260,495	\$170,000	\$150,000
	Total Materials & Supplies	\$0	\$260,495	\$170,000	\$150,000
	<b>Total Expenses</b>	<b>\$469,700</b>	<b>\$508,267</b>	<b>\$381,000</b>	<b>\$530,000</b>
<b>Total Revenues</b>		<b>\$469,700</b>	<b>\$620,263</b>	<b>\$477,000</b>	<b>\$530,750</b>
<b>Total Expenses</b>		<b>\$469,700</b>	<b>\$508,267</b>	<b>\$381,000</b>	<b>\$530,000</b>
<b>Difference</b>		<b>\$0</b>	<b>\$111,996</b>	<b>\$96,000</b>	<b>\$750</b>

# Road Improvement Fund

## REVENUE NARRATIVE

- **McCARTHY ROAD GRANT & UTILITY TAXES**

## EXPENDITURE NARRATIVE

**45-00**

- **ROAD CONSTRUCTION PROGRAM**

Engineering and Construction Costs:

Village's share of the McCarthy Road improvements and McCarthy/Walker signalization and related improvements.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Road Improvement Fund</u></b>					
<b>Revenues</b>					
45-00-40005	Reallocated P/Y Revenues	\$140,000	\$0	\$105,000	\$628,000
Intergovernmental Revenue					
45-00-47700	Engr Reimb - 127th Street GRANT	\$0	\$12,475	\$0	\$0
45-00-47701	Land Acq Reimb - 127th St	0	0	0	0
45-00-47702	McCarthy Road Grant	40,000	155,259	110,250	298,686
45-00-47703	Land Acq Reimb - McCarthy Road STP	50,000	0	0	0
45-00-47704	Derby Road Grant	0	3,582	0	0
45-00-47705	State St. Grant	0	13,826	0	0
	Total Intergovernmental Revenue	\$90,000	\$185,142	\$110,250	\$298,686
Other Income					
45-00-48100	Interest	\$22,000	\$1,369	\$2,000	\$0
45-00-48200	Utility Tax - Communications	793,700	705,188	710,000	710,000
45-00-48201	Utility Tax - Electric	588,500	616,123	610,000	610,000
45-00-48202	Utility Tax - Gas	387,100	272,902	300,000	275,000
45-00-48350	Developer Contributions	160,750	0	290,000	0
	Total Other Income	\$1,952,050	\$1,595,582	\$1,912,000	\$1,595,000
Interfund Transfers In					
45-00-49220	From Water & Sewer Fund	\$120,000	\$0	\$0	\$0
	Total Interfund Transfers In	\$120,000	\$0	\$0	\$0
	<b>Total Revenue</b>	<b>\$2,302,050</b>	<b>\$1,780,724</b>	<b>\$2,127,250</b>	<b>\$2,521,686</b>



**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>Expenses</b>					
45-00-56600	Pro Svc - Consulting	\$0	\$9,712	\$0	\$0
Interfund Transfers Out					
45-00-80100	To General Fund	\$404,660	\$475,000	\$695,000	\$450,000
45-00-80140	To Debt Service Fund	887,890	946,935	732,030	657,781
45-00-80250	To W & S Capital Improvements	0	0	0	0
45-00-80400	To Motor Fuel Tax Fund	0	89,669	0	0
Total Interfund Transfers Out		\$1,292,550	\$1,511,604	\$1,427,030	\$1,107,781
<b>Total Expenses</b>		<b>\$1,292,550</b>	<b>\$1,521,316</b>	<b>\$1,427,030</b>	<b>\$1,107,781</b>
<b>Road Reconstruction Program</b>					
McCarthy Rd (STP-Ph 1)					
45-20-517100	Engineering	\$50,000	\$176,533	\$189,000	\$373,358
45-20-517200	Construction	0	0	361,350	725,352
45-20-517300	Land Acquisition	50,000	35,000	50,000	0
Total McCarthy Rd (STP - Ph 1)		\$100,000	\$211,533	\$600,350	\$1,098,710
Walker / McCarthy Traffic Signal					
45-20-520100	Engineering	\$60,000	\$41,792	\$0	\$34,220
45-20-520200	Construction	0	0	0	230,170
Total Walker / McCarthy Traffic Signas Reconstruction Projects		\$60,000	\$41,792	\$0	\$264,390
45-20-777777	Reconstruction Projects (holmes street)	0		\$0	50,000
Total Reconstruction Projects		\$0	\$0	\$0	\$50,000
<b>Total Reconstruction Program</b>		<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>\$1,413,100</b>
<b>Total Road Improv Expenses</b>		<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>\$2,520,881</b>
<b>Total Road Improv Revenue</b>		<b>\$2,302,050</b>	<b>\$1,780,724</b>	<b>\$2,127,250</b>	<b>\$2,521,686</b>
<b>Total Road Improv Expenses</b>		<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>\$2,520,881</b>
<b>Difference</b>		<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>\$805</b>

# I.M.R.F. Fund

## REVENUE NARRATIVE

- **REAL ESTATE TAXES**  
Projected property tax revenues based upon 2011 tax levy.

## EXPENDITURE NARRATIVE

50-00

- **I.M.R.F. CONTRIBUTION**  
  
Projected expenditures based upon I.M.R.F. employer contribution required by State.  
  
Lemont employer rate has been applied to projected I.M.R.F. eligible wages.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>I.M.R.F. Fund</u></b>					
<b>Revenues</b>					
50-00-41800	Real Estate Tax I.M.R.F.	\$290,000	\$256,955	\$245,000	\$202,762
	Total Real Estate Tax	\$290,000	\$256,955	\$245,000	\$202,762
50-00-46230	Charges for Service Special Detal Reimbursement	\$300	\$852	\$0	\$1,500
	Total Charges for Service	\$300	\$852	\$0	\$1,500
50-00-48100	Other Income Interest	\$1,200	\$209	\$200	\$75
	Total Other Income	\$1,200	\$209	\$200	\$75
50-00-49100	Interfund Transfers In From General Fund (PPRT)	\$4,700	\$4,500	\$5,000	\$0
	Total Interfund Transfers In	\$4,700	\$4,500	\$5,000	\$0
	<b>Total Revenues</b>	<b>\$296,200</b>	<b>\$262,516</b>	<b>\$250,200</b>	<b>\$204,337</b>
<b>Expenses</b>					
50-00-52150	Outside Services Village I.M.R.F. Contribution	\$277,300	\$245,108	\$241,000	\$285,600
	Total Outside Services	\$277,300	\$245,108	\$241,000	\$285,600
	<b>Total I.M.R.F. Expenses</b>	<b>\$277,300</b>	<b>\$245,108</b>	<b>\$241,000</b>	<b>\$285,675</b>
	<b>Total I.M.R.F. Revenues</b>	<b>\$296,200</b>	<b>\$262,516</b>	<b>\$250,200</b>	<b>\$204,337</b>
	<b>Total I.M.R.F. Expenses</b>	<b>\$277,300</b>	<b>\$245,108</b>	<b>\$241,000</b>	<b>\$285,675</b>
	<b>Difference</b>	<b>\$18,900</b>	<b>\$17,408</b>	<b>\$9,200</b>	<b>(\$81,338)</b>

# Social Security Fund

## REVENUE NARRATIVE

- **REAL ESTATE TAXES**  
Projected revenues based upon 2011 tax levy.

## EXPENDITURE NARRATIVE

**55-00**

- **FICA CONTRIBUTION**  
Projected expenditures based upon Social Security employer contributions required by law. Lemont rate of 7.65% has been applied to projected Social Security wages with Medicare (only) rate of 1.45% applied to Police wages.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Social Security Fund</u></b>					
<b>Revenues</b>					
55-00-41850	Real Estate Tax Social Security	\$290,000	\$256,499	\$240,000	\$137,291
	Total Real Estate Tax	\$290,000	\$256,499	\$240,000	\$137,291
55-00-46230	Charges for Service Special Detail Reimbursement	\$600	\$1,814	\$0	\$500
	Total Charges for Service	\$600	\$1,814	\$0	\$500
55-00-48100	Other Income Interest	\$2,000	\$291	\$500	\$75
	Total Other Income	\$2,000	\$291	\$500	\$75
	<b>Total Revenues</b>	<b>\$292,600</b>	<b>\$258,604</b>	<b>\$240,500</b>	<b>\$137,866</b>
<b>Expenses</b>					
55-00-52150	Outside Services Village Social Security Contribution	\$270,000	\$228,462	\$213,000	\$220,000
	Total Outside Services	\$270,000	\$228,462	\$213,000	\$220,000
	<b>Total Expenses</b>	<b>\$270,000</b>	<b>\$228,462</b>	<b>\$213,000</b>	<b>\$220,000</b>
<b>Total Revenues</b>		<b>\$292,600</b>	<b>\$258,604</b>	<b>\$240,500</b>	<b>\$137,866</b>
<b>Total Expenses</b>		<b>\$270,000</b>	<b>\$228,462</b>	<b>\$213,000</b>	<b>\$220,000</b>
<b>Difference</b>		<b>\$22,600</b>	<b>\$30,142</b>	<b>\$27,500</b>	<b>(\$82,134)</b>

# Parking Garage Fund

## REVENUE NARRATIVE

- **CHARGES FOR SERVICE**  
Revenue from Condo Assessments.

## EXPENDITURE NARRATIVE

72-00

- **OUTSIDE SERVICES**  
  
Utility Expenses and Maintenance Services for Parking Garage.  
  
Utility expenses includes electric costs for Parking Garage.  
  
Maintenance expenditures include maintenance contracts for elevators and security cameras, and related maintenance.

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Parking Garage Fund</u></b>				
<b>Revenues</b>				
72-00-44200	\$0	\$50	\$0	\$0
72-00-44220	0	0	0	\$0
	\$0	\$50	\$0	\$0
72-00-46260	\$0	\$45,100	\$24,600	\$24,600
	\$0	\$45,100	\$24,600	\$24,600
72-00-48100	\$0	\$24	\$0	\$0
	\$0	\$24	\$0	\$0
	\$0	\$0		\$0
	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$45,174</b>	<b>\$24,600</b>	<b>\$24,600</b>
<b>Expenses</b>				
72-00-57450	\$0	\$17,283	\$16,800	\$17,000
72-00-57000	0	18,520	16,490	16,500
72-00-57550	0	0	0	0
	\$0	\$35,803	\$33,290	\$33,500
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$0</b>	<b>\$35,803</b>	<b>\$33,290</b>	<b>\$33,500</b>
<b>Total Parking Garage Revenue</b>	<b>\$0</b>	<b>\$45,174</b>	<b>\$24,600</b>	<b>\$24,600</b>
<b>Total Parking Garage Expenses</b>	<b>\$0</b>	<b>\$35,803</b>	<b>\$33,290</b>	<b>\$33,500</b>
<b>Difference</b>	<b>\$0</b>	<b>\$9,371</b>	<b>(\$8,690)</b>	<b>(\$8,900)</b>

# Parking Lot Fund

## REVENUE NARRATIVE

- **CHARGES FOR SERVICE**

- **Permit/Meter Fees**

- Permit and daily fees account for Metra lot usage.

## EXPENDITURE NARRATIVE

75-00

- **PERSONAL SERVICES**

- Expense for salary of (1) Community Service Officer for purposes of monitoring Metra lots.

- **OUTSIDE SERVICES**

- Maintenance Services includes actual cost for parking lot, snow removal, and automated parking meters.



**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Parking Lot Account</u></b>			Depr Exp = 6723		
<b>Revenues</b>					
75-00-40005	Reallocated P/Y Funds	\$32,500	\$0	\$0	\$0
75-00-44200	Licenses & Permits				
	Parking Permits	\$30,000	\$30,680	\$31,000	\$31,000
75-00-44220	Parking Meters	43,000	43,166	43,000	43,000
	Total Licenses & Permits	\$73,000	\$73,846	\$74,000	\$74,000
75-00-45100	Fines				
	Fines	\$10,000	\$4,241	\$5,000	\$5,000
	Total Fines	\$10,000	\$4,241	\$5,000	\$5,000
75-00-48100	Other Income				
	Interest	\$2,500	\$308	\$1,000	\$25
	Total Other Income	\$2,500	\$308	\$1,000	\$25
	<b>Total Revenues</b>	<b>\$118,000</b>	<b>\$78,395</b>	<b>\$80,000</b>	<b>\$79,025</b>
<b>Expenses</b>					
75-00-51100	Personal Services				
	Regular Salaries	\$35,500	\$34,595	\$33,432	\$34,268
75-00-51850	Payroll Taxes	6,100	6,794	6,100	7,092
	Total Personal Services	\$41,600	\$41,389	\$39,532	\$41,360
75-00-52300	Outside Services				
	Postage	\$100	\$75	\$175	\$50
75-00-52500	Advertising / Printing	1,200	1,556	1,500	1,500
75-00-54150	Electricity	6,000	4,693	6,000	6,000
75-00-54250	Village Leases	3,600	3,600	3,600	3,600
75-00-57000	Maint Svc - Equipment	7,000	8,472	10,000	4,000
75-00-57350	Maint Svc - Parking Lots	5,000	1,637	3,000	3,000
75-00-57550	Maint Svc - Snow Removal	20,000	1,055	10,000	10,000
	Total Outside Services	\$42,900	\$21,088	\$34,275	\$28,150
75-00-60820	Materials & Supplies				
	Maint Supplies - Landscaping	\$1,000	\$0	\$1,000	\$0
	Total Materials & Supplies	\$1,000	\$0	\$1,000	\$0
75-00-70200	Capital Outlay				
	Other Equipment	\$2,500	\$604	\$0	\$0
75-00-70600	Engineering	0	23,183	0	0
75-00-70700	Construction	0	177,105	0	0
	Total Capital Outlay	\$2,500	\$200,892	\$0	\$0
75-00-80100	Interfund Transfers Out				
	To General Fund	\$30,000	\$30,000	\$0	\$0
	Total Interfund Transfers Out	\$30,000	\$30,000	\$0	\$0
	<b>Total Expenses</b>	<b>\$118,000</b>	<b>\$293,369</b>	<b>\$74,807</b>	<b>\$69,510</b>
	<b>Total Revenues</b>	<b>\$118,000</b>	<b>\$78,395</b>	<b>\$80,000</b>	<b>\$79,025</b>
	<b>Total Expenses</b>	<b>\$118,000</b>	<b>\$293,369</b>	<b>\$74,807</b>	<b>\$69,510</b>
	<b>Difference</b>	<b>\$0</b>	<b>(\$214,974)</b>	<b>\$5,193</b>	<b>\$9,515</b>

# General Capital Improvement Fund

## REVENUE NARRATIVE

- **INTERFUND TRANSFERS**
  - Transfers from W & S Fund.
  - Transfers from General Fund.

## EXPENDITURE NARRATIVE

80-00

- **OFFICE EQUIPMENT - TECHNOLOGY**
  - IT Retainer
  - Server Maintenance/Warranty
  - Website Hosting Services
  - Replacement Computers
  - Security Camera Maintenance
  - Miscellaneous Licensing

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>General Capital Improvement Fund</u></b>			Depr Exp = 6723		
<b>Revenues</b>					
80-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0
	Intergovernmental Revenue				
80-00-47509	Brownfield Grant	\$0	\$19,619	\$0	\$0
80-00-47511	Miscellaneous Grants	0	6,581	0	0
80-00-47905	Engr Rmb - Canal Path	20,000	0	0	0
	Total Intergovernmental Revenue	\$20,000	\$26,200	\$0	\$0
	Other Income				
80-00-48100	Interest	\$500	\$7	\$50	\$50
80-00-48250	50/50 Sidewalk Reimb	3,000		0	0
80-00-48260	50/50 Parkway Tree Contrib	0		0	0
80-00-48350	Developer Contributions	116,500	50,000	0	0
80-00-48500	Miscellaneous Income	0	0	0	0
	Total Other Income	\$120,000	\$50,007	\$50	\$50
	Interfund Transfers In				
80-00-49100	From General Fund	\$71,500	\$30,000	\$30,000	\$30,000
80-00-49220	From W & S Oper & Maint	50,000	53,349	50,000	50,000
80-00-49450	From Road Improvement fund	0	0	0	0
	Total Interfund Transfers In	\$121,500	\$83,349	\$80,000	\$80,000
	<b>Total Revenues</b>	<b>\$261,500</b>	<b>\$159,556</b>	<b>\$80,050</b>	<b>\$80,050</b>

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>General Capital Improv. Fund (cont.)</u></b>					
<b>Expenses</b>					
Quarry Area					
80-00-546100	Engineering	\$0	\$0	\$0	\$0
80-00-546200	Construction	0	0	0	0
	Total Quarry Area	\$0	\$0	\$0	\$0
Sidewalks / Miscellaneous					
80-00-570100	Engineering	\$0	\$0	\$0	\$0
80-00-570200	Construction	25,000	0	0	0
	Total Sidewalks / Miscellaneous	\$25,000	\$0	\$0	\$0
Main Street Culvert Removal / Fire Station					
80-00-573100	Engineering	\$0	\$0	\$0	\$0
80-00-573200	Construction	0	0	0	0
	Total Main Street Culvert Removal / Fire Station	\$0	\$0	\$0	\$0
I & M Canal West Pathway Improvements					
80-00-575100	Engineering	\$20,000	\$2,483	\$0	\$0
80-00-575200	Construction	0	44,842	0	0
	Total I & M Canal West Pathway Improvements	\$20,000	\$47,325	\$0	\$0
Tri-Central					
80-00-576100	Engineering	\$0	\$0	\$0	\$0
80-00-576200	Construction	0	0	0	0
	Total Tri-Central	\$0	\$0	\$0	\$0
Parkway Tree Program					
80-00-580300	Parkway Trees	\$0	\$0	\$0	\$0
	Total Parkway Tree Program	\$0	\$0	\$0	\$0
Model Community Grant					
80-00-590400	Model Community Grant	\$0	\$6,581	\$0	\$0
	Total Model Community Grant	\$0	\$6,581	\$0	\$0
Capital Outlay					
80-00-70100	Office Equipment	\$100,000	\$68,809	\$80,000	\$80,000
80-00-70700	Construction	116,500	10,223	0	0
	Total Capital Outlay	\$216,500	\$79,032	\$80,000	\$80,000
	<b>Total Gen Cap Imp Exp</b>	<b>\$261,500</b>	<b>\$132,938</b>	<b>\$80,000</b>	<b>\$80,000</b>
	<b>Total Gen Cap Imp Rev</b>	<b>\$261,500</b>	<b>\$159,556</b>	<b>\$80,050</b>	<b>\$80,050</b>
	<b>Total Gen Cap Imp Exp</b>	<b>\$261,500</b>	<b>\$132,938</b>	<b>\$80,000</b>	<b>\$80,000</b>
	<b>Difference</b>	<b>\$0</b>	<b>\$26,618</b>	<b>\$50</b>	<b>\$50</b>

# Public Works Building Fund

REVENUE NARRATIVE

EXPENDITURE NARRATIVE

81-00

FUND IS CLOSED - BUILDING COMPLETED.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Public Works Building Fund</u></b>					
<b>Revenue</b>					
81-00-40005	P/Y Fund Balance	\$0	\$0	\$0	
	Other Income				
81-00-48100	Interest	\$0	\$0	\$0	
	Total Other Income	\$0	\$0	\$0	\$0
	Interfund Transfers In				
81-00-49100	From General Fund	\$0	\$0	\$0	
81-00-49140	From Debt Service fund	0	0	0	
81-00-49220	From Water & Sewer Fund	0	0	0	
81-00-49230	From Water & Sewer Bond Fund	0	0	0	
	Total Interfund Transfers In	\$0	\$0	\$0	\$0
	<b>Total Revenue</b>	\$0	\$0	\$0	\$0
<b>Expenses</b>					
	Outside Services				
81-00-56300	Pro Svc - Engineering	\$0	\$0	\$0	
81-00-56600	Pro Svc - Consulting	0	0	0	
	Total Outside Serives	\$0	\$0	\$0	\$0
	Capital Outlay				
81-00-70600	Land Acquisition	\$0	\$0	\$0	
81-00-70700	Construction	0	0	0	
	Total Capital Outlay	\$0	\$0	\$0	\$0
	Interfund Transfers Out				
81-00-80100	To General Fund	\$0	\$0	\$0	
81-00-80820	To Police Building Fund			0	
	Total Interfuind Transfers Out	\$0	\$0	\$0	\$0
	<b>Total Expenses</b>	\$0	\$0	\$0	\$0
<b>Total Pub Works Bldg Fund Rev</b>		\$0	\$0	\$0	\$0
<b>Total Pub Works Bldg Fund Exp</b>		\$0	\$0	\$0	\$0
<b>Difference</b>		\$0	\$0	\$0	\$0

# Police Building Fund

## REVENUE NARRATIVE

## EXPENDITURE NARRATIVE

82-00

- **FUND IS CLOSED OUT - BUILDING COMPLETED**

Leftover fund balance used to pay debt service (interest payment) on Police Station bond.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Police Building Fund</u></b>					
<b>Revenue</b>					
82-00-40005	P/Y Fund Balance	\$1,200,000	\$0	\$0	
82-00-48100	Other Income				
	Interest	\$0	\$117	\$0	
82-00-48500	Miscellaneous Revenue	0	52,745		
	Total Other Income	\$0	\$52,862	\$0	\$0
82-00-49100	Interfund Transfers In				
	From General Fund	\$0	\$0	\$0	
	Total Interfund Transfers In	\$0	\$0	\$0	\$0
	<b>Total Revenue</b>	<b>\$1,200,000</b>	<b>\$52,862</b>	<b>\$0</b>	<b>\$0</b>
<b>Expenses</b>					
82-00-56300	Outside Services				
	Pro Svc - Engineering	\$0	\$0	\$0	
82-00-56600	Pro Svc - Consulting	0	0	0	
	Total Outside Services	\$0	\$0	\$0	\$0
82-00-70600	Capital Outlay				
	Land Acquisition	\$0	\$0	\$0	
82-00-70700	Construction	1,200,000	6,680	0	
	Total Capital Outlay	\$1,200,000	\$6,680	\$0	\$0
82-00-80140	Interfund Transfers Out				
	To Debt Service Fund	\$0	\$0	\$0	
82-00-80140	To Debt Service Fund	0	79,732	0	
	Total Interfund Transfers Out	\$0	\$79,732	\$0	\$0
	<b>Total Expenses</b>	<b>\$1,200,000</b>	<b>\$86,412</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Police Building Fund Rev</b>	<b>\$1,200,000</b>	<b>\$52,862</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Police Building Fund Exp</b>	<b>\$1,200,000</b>	<b>\$86,412</b>	<b>\$0</b>	<b>\$0</b>
	<b>Difference</b>	<b>\$0</b>	<b>(\$33,550)</b>	<b>\$0</b>	<b>\$0</b>



# Police Pension Fund

## REVENUE NARRATIVE

Employee contributions are based upon 9.91% employee salary deduction of full-time sworn officers.

Transfer from General Fund represents 2011 Tax Levy and allocation of personal property replacement tax.

## EXPENDITURE NARRATIVE

90-00

Pension payments based upon retirement earnings of retired Police officers.

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>Police Pension Fund</u></b>					
<b>Revenues</b>					
	Other Income				
90-00-48001	Gain (Loss) on Inv	\$50,000	\$416,796	\$0	\$0
90-00-48100	Interest	200,000	284,787	250,000	0
90-00-48110	Investment Income Mutual Funds	0	33,364	0	0
90-00-48450	Employee Contributions	182,000	186,399	210,000	0
90-00-48500	Misc Income	0	0	0	0
	Total Other Income	\$432,000	\$921,346	\$460,000	\$0
	Interfund Transfers In				
90-00-49100	From General Fund	\$459,000	\$502,777	\$510,000	\$500,000
	Total Interfund Transfers In	\$459,000	\$502,777	\$510,000	\$500,000
	<b>Total Revenues</b>	<b>\$891,000</b>	<b>\$1,424,123</b>	<b>\$970,000</b>	<b>\$500,000</b>
<b>Expenses</b>					
	Outside Services				
90-00-52100	Meetings / Conf / Training	\$1,200	\$1,886	\$2,200	\$3,000
90-00-52200	Memberships	1,500	2,267	2,500	2,500
90-00-52251	Investment Charges	0	98	100	100
90-00-56150	Pro Svc - Accounting	3,600	3,150	2,000	2,400
90-00-56450	Pro Svc - Actuarial	3,600	0	0	1,800
90-00-58500	Pension Payments	380,000	368,414	376,000	377,100
90-00-58600	Termination Refunds	0	0	0	0
	Total Outside Services	\$389,900	\$375,815	\$382,800	\$386,900
	Materials & Supplies				
90-00-60100	Office Supplies	\$200	\$0	\$200	\$100
90-00-60300	Publications	100	0	100	100
	Total Materials & Supplies	\$300	\$0	\$300	\$200
	Capital Outlay				
90-00-70100	Office Equipment	\$1,000	\$0	\$0	\$0
	Total Capital Outlay	\$1,000	\$0	\$0	\$0
	<b>Total Expenses</b>	<b>\$391,200</b>	<b>\$375,815</b>	<b>\$383,100</b>	<b>\$387,100</b>
	<b>Total Revenues</b>	<b>\$891,000</b>	<b>\$1,424,123</b>	<b>\$970,000</b>	<b>\$500,000</b>
	<b>Total Expenses</b>	<b>\$391,200</b>	<b>\$375,815</b>	<b>\$383,100</b>	<b>\$387,100</b>
	<b>Difference</b>	<b>\$499,800</b>	<b>\$1,048,308</b>	<b>\$586,900</b>	<b>\$112,900</b>



# **BUDGET SUMMARY**

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>SUMMARY</u></b>				
<b>GENERAL FUND</b>				
revenue	8,399,310	7,631,012	9,479,222	8,501,020
expense	9,152,310	8,264,872	8,524,617	8,305,297
difference	(753,000)	(633,860)	954,605	195,723
<b>DEBT SERVICE FUND</b>				
revenue	1,392,703	1,541,800	1,247,530	1,172,881
expense	1,392,703	1,461,865	1,258,545	1,172,881
difference	0	79,935	(11,015)	0
<b>GENERAL CAPITAL IMPROVEMENTS</b>				
revenue	261,500	159,556	80,050	80,050
expense	261,500	132,938	80,000	80,000
difference	0	26,618	50	50
<b>PUBLIC WORKS BUILDING FUND</b>				
revenue	0	0	0	0
expense	0	0	0	0
difference	0	0	0	0
<b>POLICE BUILDING FUND</b>				
revenue	1,200,000	52,862	0	0
expense	1,200,000	86,412	0	0
difference	0	(33,550)	0	0

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b>ROAD IMPROVEMENT FUND</b>				
revenue	2,302,050	1,780,724	2,127,250	2,521,686
expense	#REF!	#REF!	#REF!	2,520,881
difference	#REF!	#REF!	#REF!	805
<b>MOTOR FUEL TAX FUND</b>				
revenue	469,700	620,263	477,000	530,750
expense	469,700	508,267	381,000	530,000
difference	0	111,996	96,000	750
<b><u>SUMMARY cont.</u></b>				
<b>WATER &amp; SEWER FUND</b>				
revenue	3,804,350	3,888,565	4,127,360	4,123,900
expense	3,716,495	3,577,375	4,127,055	4,095,561
difference	87,855	311,190	305	28,339
<b>W&amp;S ALT. REVENUE BOND</b>				
revenue	676,495	668,268	1,029,258	1,027,614
expense	676,495	746,262	1,029,258	1,027,614
difference	0	(77,994)	(0)	0
<b>W&amp;S CAPITAL IMPROVEMENT FUND</b>				
revenue	388,000	775,964	4,955,361	560,000
expense	0	0	0	553,000
difference	388,000	775,964	4,955,361	7,000
<b>PARKING LOT FUND</b>				
revenue	118,000	78,395	80,000	79,025
expense	118,000	293,369	74,807	69,510
difference	0	(214,974)	5,193	9,515
<b>PARKING GARAGE FUND</b>				
revenue	0	45,174	24,600	24,600
expense	0	35,803	33,290	33,500
difference	0	9,371	(8,690)	(8,900)

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
<b><u>SUMMARY cont.</u></b>				
<b>I.M.R.F. FUND</b>				
revenue	296,200	262,516	250,200	204,337
expense	277,300	245,108	241,000	285,675
difference	18,900	17,408	9,200	(81,338)
<b>SOCIAL SECURITY FUND</b>				
revenue	292,600	258,604	240,500	137,866
expense	270,000	228,462	213,000	220,000
difference	22,600	30,142	27,500	(82,134)
<b>WORKING CASH FUND</b>				
revenue	77,000	7,810	5,500	250
expense	12,000	3,744	3,000	250
difference	65,000	4,066	2,500	0
<b>T.I.F. Fund - Downtown</b>				
revenue	692,668	1,025,485	990,500	1,140,250
expense	692,668	1,263,007	928,073	1,054,837
difference	0	(237,522)	62,427	85,413
<b>T.I.F. Fund - Canal District</b>				
revenue	280,033	105,145	440,000	327,000
expense	280,033	260,442	440,405	325,855
difference	0	(155,297)	(405)	1,145
<b>T.I.F. Fund - Gateway</b>				
revenue	0	74,028	100,000	100,000
expense	0	151,238	80,000	50,000
difference	(0)	(77,210)	20,000	50,000
<b>Special Service District #1</b>				
revenue	0	0	141,000	150,000
expense	0	0	140,713	142,300
difference	0	0	287	7,700
<b>POLICE PENSION FUND</b>				

**BUDGET FISCAL YEAR 2012-13**

	F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
revenue	891,000	1,424,123	970,000	500,000
expense	391,200	375,815	383,100	387,100
difference	499,800	1,048,308	586,900	112,900
<b>TOTAL ALL FUNDS</b>				
revenue	21,541,609	20,355,120	26,765,331	21,181,229
expense	#REF!	#REF!	#REF!	20,854,261
difference	#REF!	#REF!	#REF!	326,968
<b>INTERFUND TRANSFERS</b>				
10-00-49150	From Working Cash			
10-00-49220	From Water & Sewer Fund			
10-00-49450	From Road Improv fund			
10-00-49750	From Commuter Lot			
14-00-49100	From General Fund			
14-00-49450	From Road Improvement Fund			
14-00-49820	From Police Building Fund			
23-00-49220	From Water & Sewer Fund			
23-00-27220	From L/T Debt Capitalized Int			
25-00-49220	From Water & Sewer Fund			
25-00-49450	From Road Improvement Fund			
30-00-49170	From T.I.F. Downtown			
35-00-49220	From Water & Sewer Fund			
45-00-49220	From Water & Sewer Fund			
50-00-49100	From General Fund (PPRT)			
			<b>REALLOCATIONS</b>	
	gen			
	downtwn tif	0		
	w&s	0		
	w&s gci	0		
	canal dist tif	0		
	main st tif	0		
	motor fuel	0		
	rif	0		
	comm lot	0		
	gen cap imp	0		
	pol station	0		
80-00-49100	From General Fund			
80-00-49220	From Water & Sewer Fund			
90-00-49100	From General Fund			
10-90-80140	To Debt Service Fund			
10-90-80500	To IMRF Fund			
10-90-80800	To General Capital Improv Fund			
10-90-80900	To Police Pension Fund			
15-00-80100	To General Fund			
17-00-80300	To T.I.F. Canal Dist Fund			
22-15-80100	To General Fund			
22-15-80230	To W&S Alt Rev Bond			
22-15-80250	To W & S Capital Improvement Fund			
22-15-80350	To Special Service District #1			

**BUDGET FISCAL YEAR 2012-13**

		F/Y 10 actual	F/Y 11 actual	F/Y 12 Curr Budget	F/Y 13 (proposed)
22-15-80450	To Road Improvement Fund				
22-15-80800	To Gen Cap Improv Fund				
27-00-27220	To W&S Alt Rev Bond				
45-00-80100	To General Fund				
45-00-80140	To Debt Service Fund				
45-00-80250	To W & S Capital Improvement fund				
	72				
75-00-80100	To General Fund				
82-00-80140	To Debt Service Fund				



**Village Board  
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator/Budget Officer  
George Schafer, Assistant Village Administrator  
Ted Friedley, Village Treasurer

Subject: Annual Fee Ordinance

date: Mar 14, 2012

**BACKGROUND/HISTORY**

As part of the annual budget process, the Village reviews fees to ensure they are in line with cost as related to providing certain services. This year, staff is recommending minimal changes and has three items for discussion.

- Turn on fee for water - The Village fee is currently \$10 to turn water back on once shut off. Although turning off water is often a last resort as it relates to enforcing paying of bills, it does happen from time to time. Based on past experience the turn on request often coincides with over time expenditures. This fee will help cover this cost and is in line with neighboring communities.
- Senior Vehicle Sticker Rate – Although this is a non-vehicle sticker year, staff would like to review this rate to assist administratively prior to next year. Currently there is a large discount for the first vehicle at \$16 and then each additional vehicle has a smaller discount of \$32. Staff would like to stream line this so there is on universal senior rate to assist in the processing of these stickers.
- Sidewalk Café Permit – Currently there is no fee charged for the processing of these permits, however, it follows a staffing process similar in nature to things such as special events and commercial occupancy. Staff is recommending a similar application fee for these permits at \$30.

**RECOMMENDATION**

**ATTACHMENTS (IF APPLICABLE)**

Recommended Annual Fee Ordinance

## **ORDINANCE \_\_\_\_\_**

### **Annual Fee Ordinance**

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

#### **SECTION 1:**

CREATES AN ORDINANCE ESTABLISHING FEES, CHARGES, RATES AND REGULATORY MEASURES FOR FY 12/13

#### **SECTION 2:**

It is intended that the fees, charges, rates and regulatory measures set forth herein will be reviewed periodically by the President and Board of Trustees. Accordingly, some or all of the provisions of this Ordinance may be amended from time to time.

#### **SECTION 3: SCHEDULE OF FEES, CHARGES AND RATES.**

**Delinquent Fees** – the Village shall receive a reimbursement of \$15.00 for returned checks to the Village of Lemont

**Dog and Cat License (6.04.080)** - \$3.00

**Excessive False Alarms (9.08.030)** Upon any alarm system producing a fourth, fifth, sixth or seventh false alarm in a calendar year, a fee of ten dollars per false alarm shall be charged to the subscriber.

1. The following fee schedule shall be used for each additional false alarm:
  - a. Eighth, ninth, tenth and eleventh false alarms in a calendar year, a fee of twenty-five dollars per false alarm shall be assessed;
  - b. Twelve or more false alarms in a calendar year, a fee of fifty dollars per false alarm shall be assessed.
2. All fees assessed must be paid to the village finance department, or a written appeal must be submitted to the village administrator within three days of the fee assessment.

**Commuter Parking Fees (10.22.020)**

1. The fee for each such permit shall be as follows:
  - a. Quarterly permit, fifty dollars;
  - b. Six-month permit, ninety-eight dollars and fifty cents;

- c. Annual permit, one hundred ninety-four dollars.
- 2. These permit fees shall be effective for permits sold for the third quarter of 1993 and subsequent time periods.
- 3. The fee for daily designated parking spaces shall be one dollar per day. The payment of such fee shall be paid in advance by depositing said sum in a designated depository.

**Vehicle Licenses (10.32.010)**

Motorcycles or motor bicycles	\$39.00
Passenger vehicles	48.00
Trucks "B" license (pickup and R.V.)	60.00
Trucks "D" and "F" licenses	105.00
Trucks "H" and "J" through "Z"	123.00
Buses and motor homes	57.00
Antique vehicles	6.00
Transfer or replacement licenses	3.00

**Vehicle License – Senior Citizen Discount (10.32.022)**

Passenger vehicles	\$16.00 (first vehicle), \$32.00 (each additional vehicle)
Trucks "B" license (pickup and R.V.)	\$20.00 (first vehicle), \$40.00 (each additional vehicle)

**Excavation Permit Fee (12.20.040)**- The Fee for such permits shall be \$25

**Construction of Utility Facilities in the Public Right of Way Application Fee (12.30.040)** - All applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$250.

**Meter Testing (13.08.040)** - \$2

**Water for Construction (13.08.050) –**

<b>Deposits</b>
\$150.00 per meter
\$50.00 per backflow preventor (if necessary)
All deposits are to be paid in full prior to the meter being issued.
<b>Meter Rental Fees</b>
\$50.00 per month
\$10.00 per day
<b>Meter Usage Rates</b>
\$50.00 minimum -- 4,000 gallons or less
\$10.00 for each additional 1,000 gallons

**Water Rates (13.08.060)**

Water service effective after September 30, 2009 shall be charged in accordance with the following schedule:

1. Single-family residence, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
2. Single business building, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
3. Multiple-family residence, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;

;

4. Multiple business building, , twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
5. Residential-business building, , twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;

Water service effective after September 30, 2010, and annually thereafter, shall be increased in accordance with the following schedule unless the village "proves-up" the coverage on any outstanding bonds per the most recent audit and determines that the rate increase may be reduced:

1. Single-family residence, the minimum charge shall be increased by three percent annually, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually;
2. Single business building, the minimum charge shall be increased by three percent annually, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually;
3. Multiple-family residence, the minimum charge shall be increased by three percent annually per dwelling unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per dwelling unit;
4. Multiple business building, the minimum charge shall be increased by three percent annually per business unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per business unit;
5. Residential-business building, the minimum charge shall be increased by three percent annually per residential or business unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per residential or business unit.

**Water Rates Senior Citizen Discount (13.08.070)**

Fixed rate of twelve dollars and ten cents minimum charge, plus three dollars and three cents per one thousand gallons for each one thousand gallons in excess of four thousand gallons.

**Water Turn-On Fee (13.08.080)** - ~~\$10~~ \$50

**Sewer Rates (13.09.020)**

1. Single-family residence, twenty-five dollars (\$25);
2. Single-business building, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallons;
3. Multiple-family residence, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per dwelling unit;
4. Multiple-business building, twenty-five dollars (\$25 )minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per business unit;
5. Residential business building, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per residential or business unit.

**Sewer Turn-On Fee (13.09.040)** - \$10

**Sewer Rates Senior Citizen Discount (13.09.070)**

Fixed rate of seventeen dollars (\$17)

**Contamination Cleanup Cost – Water Service Reconnection Fee (13.12.050)** - \$10

**Clean-Up Bond (15.00.070)** - \$1,000 (refundable)

**Inspections (15.00.090 and 15.02.080)** – Reinspection Fee – First Reinspection \$80; Subsequent Reinspections - \$100

**Certificate of Occupancy (15.00.110(e))** – Temporary Occupancy -\$500 (refundable)

**Building Permit Fees (15.02)**

**New Single Family, Duplex and Townhouse Building Permit Fees (15.02.010 (a))**

Building Permit and Inspection Fee	\$0.25 per ft <sup>2</sup>
	(basement and garage included)

	Minimum Charge \$1,200.00
--	------------------------------

**New Multifamily/Nonresidential Buildings or additions/renovations to existing structures**  
**(15.02.010(b))**

Building Valuation/Construction Cost	
\$ 0.00 and up to \$ 2,499.99	\$ 50.00
\$ 2,500.00 and up to \$ 3,999.99	\$ 75.00
\$ 4,000.00 and up to \$ 5,999.99	\$ 100.00
\$ 6,000.00 and up to \$ 7,999.99	\$ 125.00
\$ 8,000.00 and up to \$ 9,999.99	\$ 155.00
\$ 10,000.00 and up to \$ 12,499.99	\$ 200.00
\$ 12,500.00 and up to \$ 14,999.99	\$ 225.00
\$ 15,000.00 and up to \$ 17,499.99	\$ 250.00
\$ 17,500.00 and up to \$ 19,999.99	\$ 300.00
\$ 20,000.00 and up to \$ 24,999.99	\$ 350.00
\$ 25,000.00 and up to \$ 29,999.99	\$ 400.00
\$ 30,000.00 and up to \$ 39,999.99	\$ 450.00
\$ 40,000.00 and up to \$ 49,999.99	\$ 550.00
\$ 50,000.00 and up to \$ 74,999.99	\$ 750.00
\$ 75,000.00 and up to \$ 99,999.99	\$ 925.00
\$ 100,000.00 and up to \$ 124,999.99	\$1,150.00
\$ 125,000.00 and up to \$ 149,999.99	\$1,375.00
\$ 150,000.00 and up to \$ 174,999.99	\$1,600.00
\$ 175,000.00 and up to \$ 200,000.00	\$1,800.00
\$ 200,000.00 and up to \$ 999,999.99	\$1,800.00 for first \$ 200,000.00 + \$7.50

	for each additional \$1,000.00 (or fraction thereof) above \$200,000.00
\$ 1,000,000.00 and above	\$7,750.00 for first \$1,000,000.00 + \$6.25
	for each additional \$1,000.00 (or fraction thereof) above \$1,000,000.00

**Plan Review – In-house (15.02.020(b))**

Building (commercial and multifamily)	
0 to 60,000 ft <sup>3</sup>	\$ 325.00
60,001 to 80,000	\$ 400.00
80,001 to 100,000	\$ 510.00
100,001 to 150,000	\$ 585.00
150,001 to 200,000	\$ 665.00
Over 200,000 per 10,000 or fraction thereof	\$ 5.00
Mechanical	0.25 x Building Fee
Electrical	0.25 x Building Fee
Plumbing	0.25 x Building Fee
Single-Family/Townhomes	\$ 375.00/dwelling unit
Additional reviews, in excess of 2	\$100.00 each
Remodeling/Additions	\$250.00

**Additional Permit Fees (15.02.030)**

Construction trailer	\$100.00
Driveways	\$100.00
Lawn sprinkler systems	
- Less than 75 heads - Over 75 heads	\$60.00 \$30.00 each additional 50 heads or fraction thereof



Re-roof (residential single-family only)	\$50.00
Sewer/water repair	\$85.00
Sheds (120 sq. ft. or less)	\$85.00
Signs (permanent) Additional fee for electrical connection	\$1.25/sq. ft. - \$50.00 minimum
Temporary tents	\$80.00
Commercial occupancy permit	\$150.00

**Plumbing Fees (15.02.040)**

A. New Construction.

New single-family, duplex and townhouse buildings	\$325.00
---	----------

Plumbing permit fees for new construction other than that listed above will be combined with the building permit fee as figured in Section 15.20.010(B) of this title. This fee will be based on total construction costs and include all structural, electrical, plumbing, mechanical, interior and exterior finishes and normal site preparation.

B. Except as provided above, the permit fees for plumbing work shall be as indicated in the following schedule:

1. Three (3) fixtures or less	\$60.00
2. Each additional fixture or opening	\$6.00
(Items to be counted as fixtures include, without limitation: water closets, bidets, lavatories, bathtubs, hot water heaters, showers, kitchen sinks, utility sinks, drinking fountains, urinals, ejector pits, sump pits, floor drains, and dishwashing machines).	
3. Fire sprinkler systems:	
100 heads or less	\$180.00
Over 100 heads	+\$60.00/additional
100 heads or fraction thereof	

4. Lawn sprinkler systems:	
75 sprinkler heads or less	\$60.00
Over 75 sprinkler heads	+\$30.00/additional
50 heads or fraction thereof	
5. Water connection charges to connect to the village water distribution system shall be as follows:	
a. Single-family	\$2,500.00/dwelling unit
b. Duplex, townhome, and multifamily	\$2,500.00 per dwelling unit
c. Motels, hotels, institutional, commercial and industrial buildings:	
Water Service Lines	
1&Prime;	\$2,500.00
1- 1/4&Prime; up to and including 2&Prime;	\$3,000.00
2- 1/2&Prime; up to and including 3&Prime;	\$4,500.00
4&Prime;	\$6,000.00
5&Prime;	\$7,500.00
6&Prime;	\$9,000.00
8&Prime;	\$10,500.00
10&Prime; or greater	\$12,000.00
d. Connection charges shall not be applicable to any current water customer who may be connected to a water service line rather than directly to the village water system.	
e. Water connection charges for any hotel, motels, institutional, commercial or industrial building shall be waived if all the following conditions apply:	
i. The water connection charge is solely related to an upgraded service connection required for the installation of a fire sprinkler system.	
ii. The building or structure was constructed prior to January 1, 1998.	

iii. A water service connection existed prior to January 1, 1998.	
6. Water meters:	
a. All meters	Cost plus installation
b. Handling fee	\$120.00
7. Sewer connection charges (connect to village sanitary sewer system):	
a. Single-family	\$2,500.00/unit
b. Duplex, townhome, multifamily	\$2,500.00/unit
c. Motels and hotels	\$1,000.00/room
d. Institutional, commercial and industrial buildings to be based on size of water service lines and its population equivalents (PE). Connection charges shall be as follows:	
Sewer Service Lines	
1&Prime;	\$2,500.00
1- 1/4&Prime; up to and including 2&Prime;	\$4,320.00
2- 1/2&Prime; up to and including 3&Prime;	\$6,480.00
4&Prime; and over	\$9,000.00 + \$240.00 x PE
e. Connection charges shall not be applicable to any current sewer customer who may be connected to a sewer service line rather than directly to the village sanitary sewer system.	

**Mechanical Fees (15.02.050)**

Except as provided in 15.02.050(a), the permit fees for all mechanical work shall be as indicated in the following schedule:

\$0.00 and up to \$15,000.00	\$50.00
\$15,001.00 and over	\$50.00 + \$50.00/\$5,000.00 or fraction thereof

**Electrical Fees (15.02.060)**

A. New Construction.

New single-family, duplex and townhouse buildings	\$325.00
---	----------

Electrical permit fees for new construction other than that listed above will be combined with the building permit fee as figured in Section 15.02.010(B) of this chapter. This fee will be based on total construction costs and include all structural, electrical, plumbing, mechanical, interior and exterior finishes and normal site preparation.

B. Except as provided above, the permit fees for all electrical work shall be as indicated in the following schedule:

1. Installations or alterations of electrical services:	
0 to 200 ampere, 3 or 4 wire	\$50.00
201 to 1,000 ampere, 3 or 4 wire	\$75.00
Fees for services in excess of 1,000 amperes shall be computed on the basis of the rating of the service disconnects installed, prorated according to the schedule above.	
2. New fixtures, sockets, or receptacles	\$10.00/circuit
3. Minimum permit fee	\$50.00
4. For each motor or current-consuming device other than lighting fixtures:	
One motor or current-consuming device	\$10.00
Each additional motor or current device	\$5.00
5. Signs	\$ 1.25/sq. ft. - minimum \$50.00

Freestanding signs requiring a separate service shall require an additional service permit based on the fee schedule above.

**Grading Review (15.02.070)**

- Initial Review - \$650
- Additional Reviews - \$100 per additional review

Land Use Application Fees (Appendix A of Chapter 17)

<b>ZONING APPROVAL</b>											
<b>Annexation</b>	\$250 per acre, existing zoning lot, existing dwelling unit, or proposed zoning lot or dwelling unit, whichever is greater. A filing fee of 10% of the total fee, or a minimum of \$250, is payable upon application. The balance is due prior to approval of the final plat of subdivision. If the territory being annexed will not be subdivided, i.e. there be no application for final plat, then the balance is due prior to approval of the annexation.										
<b>Rezoning</b>	Application fees for re-zoning shall be based on total area to be re-zoned as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>&lt; 2 acres</td> <td>\$300</td> </tr> <tr> <td>2 to &lt; 5 acres</td> <td>\$500</td> </tr> <tr> <td>5 to &lt; 10 acres</td> <td>\$750</td> </tr> <tr> <td>10 to &lt; 20 acres</td> <td>\$1,000</td> </tr> <tr> <td>20 acres or more</td> <td>\$1,250</td> </tr> </table>	< 2 acres	\$300	2 to < 5 acres	\$500	5 to < 10 acres	\$750	10 to < 20 acres	\$1,000	20 acres or more	\$1,250
< 2 acres	\$300										
2 to < 5 acres	\$500										
5 to < 10 acres	\$750										
10 to < 20 acres	\$1,000										
20 acres or more	\$1,250										
<b>Variation</b>	\$250 per zoning lot										
<b>Appeal</b>	\$500										
<b>Special Use</b>	<table style="margin-left: 40px; border: none;"> <tr> <td>&lt; 10 acres</td> <td>\$500</td> </tr> <tr> <td>10 acres or more</td> <td>\$750</td> </tr> </table>	< 10 acres	\$500	10 acres or more	\$750						
< 10 acres	\$500										
10 acres or more	\$750										
<b>SUBDIVISION OF LAND</b>											
<b>Preliminary Plat</b>	Applications for preliminary plat shall be based on total area of subdivision plus the proposed and/or existing number of dwelling units as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>&lt; 3 acres</td> <td>\$300</td> </tr> <tr> <td>3 to &lt; 5 acres</td> <td>\$600</td> </tr> <tr> <td>5 to &lt; 10 acres</td> <td>\$1,000</td> </tr> <tr> <td>10 acres or more</td> <td>\$1,200</td> </tr> </table> <p style="margin-left: 40px;">plus \$50 per existing and/or proposed dwelling unit</p>	< 3 acres	\$300	3 to < 5 acres	\$600	5 to < 10 acres	\$1,000	10 acres or more	\$1,200		
< 3 acres	\$300										
3 to < 5 acres	\$600										
5 to < 10 acres	\$1,000										
10 acres or more	\$1,200										
<b>Final Plat</b>	Applications for final plat shall be based on total area of subdivision plus the proposed and/or existing number of dwelling units as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>&lt; 3 acres</td> <td>\$300</td> </tr> <tr> <td>3 to &lt; 5 acres</td> <td>\$600</td> </tr> <tr> <td>5 to &lt; 10 acres</td> <td>\$1,000</td> </tr> <tr> <td>10 acres or more</td> <td>\$1,200</td> </tr> </table> <p style="margin-left: 40px;">plus \$25 per existing and/or proposed dwelling unit</p>	< 3 acres	\$300	3 to < 5 acres	\$600	5 to < 10 acres	\$1,000	10 acres or more	\$1,200		
< 3 acres	\$300										
3 to < 5 acres	\$600										
5 to < 10 acres	\$1,000										
10 acres or more	\$1,200										
<b>Other Plats</b>											

Applications for all other plats will be \$300 per

**PUDs**

Planned unit development fees, upon application, shall be the total of the all applicable fees for: annexation, rezoning, special use, and preliminary plat. Additionally, final plat fees shall be paid upon application for final plat approval.

**ESCROW ACCOUNT**

Escrow accounts shall be established with the Village for the following land use applications and in the following amounts:

Rezoning	\$500
Zoning Variation	\$500
Special Use	\$500
Subdivision	\$750
Annexation	\$750
PUDs	\$2,000

**SITE DEVELOPMENT PERMIT FEES**

Site development permit fees are based on the type of development: single-family residential, residential subdivision, or commercial, as indicated below.

<b>Single-lot residential development</b>	Fee is based on acreage of disturbed area as follows:
Less than 0.5 acres	\$200
0.5 acres and less than 2.0 acres	\$500
More than 2.0 acres, then fee is:	\$700

<b>Residential Subdivisions</b>	Fee is based on the following formula:
$(\text{ACRES} \times \$100) + (\text{ENGINEER'S ESTIMATE} \times 0.05)$	

<b>Commercial Development</b>	Fee is based on the following formula:
$(\text{ACRES} \times \$750) + (\text{ENGINEER'S ESTIMATE} \times 0.025)$	

Where "ENGINEER'S ESTIMATE" = the total estimated cost of all on-site public improvements to be installed or constructed.

**SECTION 4: 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. Each provision of this Ordinance shall remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance, in which case the amended provision shall be immediately effective.

**SECTION 5: 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  
\_\_\_\_\_ Day of \_\_\_\_\_, 2012**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

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

**Approved by me this 9<sup>th</sup> day of April, 2012**

\_\_\_\_\_  
**BRIAN REAVES, Village President**

**Attest:**

\_\_\_\_\_  
**CHARLENE M. SMOLLEN, Village Clerk**

# **Village Board**

## **Agenda Memorandum**

Item #

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**To:** Mayor & Village Board

**From:** Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator

**Subject:** **An Ordinance Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions**

**Date:** April 5, 2012

### **BACKGROUND/HISTORY**

Staff has prepared an Ordinance amending the Schedule of Authorized positions to reflect the changes authorized in the FY2012-13 Budget. The updated schedule of authorized positions shows the actual positions that are funded through this budget. Reflected in the schedule of authorized positions is the reduction of one full time position through retirement, with the remaining unchanged.

In the past, the salary ranges have moved with the change in consumer price index. At this time the ranges will remain unchanged for non-union personnel until further discussion.

### **PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

### **RECOMMENDATION**

### **ATTACHMENTS (IF APPLICABLE)**

1. An Ordinance Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions

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

Approval of the Attached Ordinance



**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE 725  
ESTABLISHING A PAY PLAN  
AND SCHEDULE OF AUTHORIZED POSITIONS**

**WHEREAS**, the Village of Lemont adopted Ordinance 725 as amended, which established a pay plan and provided a schedule of authorized employment positions; and

**WHEREAS**, it is necessary to amend the Ordinance to reflect the proposed organizational changes; and

**WHEREAS**, this amendment shall be made part of the employee Personnel Manual adopted by Resolution 210.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, that the Schedule of Authorized Positions and Pay Ranges is hereby amended as shown in Exhibit A.

**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 \_\_\_\_\_, 2012.**

**AYES      NAYS      PASSED      ABSENT**

Ron Stapleton  
Debby Blatzer  
Paul Chialdikas  
Rick Sniegowski  
Cliff Miklos  
Jeanette Virgilio

\_\_\_\_\_  
CHARLENE SMOLLEN, Village Clerk

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
BRIAN K. REAVES, Village President

Attest:

\_\_\_\_\_  
CHARLENE SMOLLEN, Village Clerk

**FY 2012-13 SCHEDULE OF AUTHORIZED POSITIONS AND PAY RANGES**

FULL TIME POSITIONS	FY13 SALARY RANGE		AUTHORIZED STRENGTH
	Minimum	Maximum	
<b>ADMINISTRATION</b>			
Village Administrator	Per Contract		1
Assistant Village Administrator	72,700	96,691	1
Assistant to the Administrator	55,929	76,064	0
Executive Assistant	43,850	59,636	0
			<b>2</b>
<b>ECONOMIC DEVELOPMENT</b>			
Economic Dev. Coordinator			0
Marketing Coordinator	35,440	48,198	1
			<b>1</b>
<b>POLICE</b>			
Police Chief	85,049	113,115	1
Police Administrator	75,608	100,559	0
Police Commander	72,700	96,691	2
Police Sergeant	Per Union Contract		6
Patrol Officer	Per Union Contract		18
Community Service Officer	32,145	43,717	2
Administrative Assistant	35,440	48,198	0
Police Office Manager	43,850	59,636	1
Police Records Assistant	33,752	45,903	2
Police Records Clerk	32,145	43,717	0
			<b>32</b>
<b>PUBLIC WORKS</b>			
Public Works Director	81,778	108,764	1
Assistant Public Works Director	72,700	96,691	0
Water & Sewer Division Manager	72,700	96,691	1
Operations Division Manager	72,700	96,691	1
Fleet Manager	48,345	65,749	1
Mechanic	46,043	62,618	1
Crew Leader	46,043	62,618	3
Maintenance Worker I	30,614	41,635	*
Maintenance Worker II	43,850	59,636	*
Water Operator	46,043	62,618	1
Water Billing Supervisor	33,752	45,903	1
Administrative Assistant	35,440	48,198	0
Meter Reader/Custodian	27,768	37,764	1
* 9 combined positions			<b>20</b>
<b>BUILDING DEPARTMENT</b>			
Building Commissioner	64,745	88,053	1
Administrative Assistant	35,440	48,198	1
Chief Building Inspector	48,345	65,749	1
Code Enforcement Officer	43,850	59,636	1
			<b>4</b>
<b>COMMUNITY DEVELOPMENT</b>			
Community Dev. Director	78,632	104,581	1
Planner	50,762	69,036	1
Administrative Assistant	35,440	48,198	0
			<b>2</b>
<b>FINANCE</b>			
Finance Director	78,632	104,581	0
Village Treasurer	58,726	79,867	1
Account Analyst	43,850	59,636	0
Account Assistant	33,752	45,903	0
			<b>1</b>
<b>TOTAL FT AUTHORIZED POSITIONS</b>			<b>62</b>

**FY 2012-13 SCHEDULE OF AUTHORIZED POSITIONS AND PAY RANGES**

PART-TIME POSITIONS	FY13 SALARY RANGE		AUTHORIZED STRENGTH
	Minimum	Maximum	
<b>ADMINISTRATION</b>			
Executive Assistant	\$ 15.20	\$ 21.34	1
Administrative Intern	\$ 11.21	\$ 13.71	0
			<b>1</b>
<b>POLICE DEPARTMENT</b>			
Police Officers	\$ 14.04	\$ 20.54	6
Crime Prevention Officer	\$ 13.20	\$ 16.34	1
Crossing Guards	\$ 11.84	\$ 14.37	6
Cadets	\$ 7.72	\$ 10.32	11
Community Service Officers	\$ -	\$ -	0
Records Clerk	\$ 13.20	\$ 16.34	1
Traffic Aides	\$ 10.00		8
Evidence Custodian	\$ 13.04	\$ 19.54	1
			<b>34</b>
<b>PUBLIC WORKS</b>			
Administrative Assistant			0
Meter Reader	\$ 12.89	\$ 19.19	0
Summer Maintenance Workers	\$ 7.62	\$ 14.00	7
			<b>7</b>
<b>BUILDING DEPARTMENT</b>			
Code Enforcement Officer	\$ 10.76	\$ 14.15	0
Plumbing Inspectors**	\$ 32.50		3
Electrical Inspectors**	\$ 32.50		2
Clerk	\$ 13.20	\$ 16.34	1
			<b>6</b>
<b>COMMUNITY DEVELOPMENT</b>			
Administrative Assistant			0
Planning Intern	\$ 11.21	\$ 13.71	1
Planning & Zoning Commission Secretary	\$ 15.15	\$ 18.89	0
			<b>1</b>
Building Custodian			0
<b>FINANCE</b>			
Clerk	\$ 13.20	\$ 16.34	2
			<b>2</b>
<b>TOTAL AUTHORIZED PT POSITIONS</b>			<b>51</b>
** Per Inspection			

**Village Board  
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator

Subject: An Ordinance Authorizing the Sale, Donation and/or Disposal of Surplus Property at 10900 Archer, 10997 Archer, and 418 Main Street in Lemont, IL by the Village of Lemont.

date: April 5, 2012

**BACKGROUND/HISTORY**

Staff is preparing for the demolition of the Village's recent acquired properties at 10900 Archer (Jaguar Club) and 10997 Archer (2 Rivers Restaurant) and are requesting authorization to dispose of miscellaneous property within and around the buildings. The Lemont Fire Protection District has expressed interest in utilizing the existing piping in the Jaguar Club to install in its newly renovated Fire Station 1 for fire suppression. This ordinance would give staff authorization to release this equipment to the district. The remaining property will either be disposed of or sold if at all feasible. Staff has reached out to salvage companies and have received little to no interest in the property/equipment in the facilities.

In addition, as staff is preparing for the Village Hall renovation, there is a need to dispose of excess furniture, equipment and materials before construction. Staff is requesting authorization to dispose of this property through this ordinance as well.

**PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

**RECOMMENDATION**

Passage of Ordinance Authorizing the Disposal of Surplus Equipment

**ATTACHMENTS (IF APPLICABLE)**

- 1) Ordinance with Attachment

**SPECIFIC VILLAGE BOARD ACTION REQUIRED**

- 1) Approval of Ordinance requires at least 3/4 of the corporate authorities

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE, DONATION AND/OR DISPOSAL OF  
SURPLUS PROPERTY AT 10900 ARCHER, 10997 ARCHER AND 418 MAIN STREET  
IN LEMONT, IL BY THE VILLAGE OF LEMONT**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9th DAY OF April, 2012**

**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 April, 2012.**

**ORDINANCE \_\_\_\_\_**

**ORDINANCE AUTHORIZING THE SALE, DONATION  
AND/OR DISPOSAL OF SUPRLUS PROPERTY AT 10900 ARCHER, 10997 ARCHER AND 418  
MAIN STREET IN LEMONT, IL BY THE VILLAGE OF LEMONT**

**WHEREAS**, in the opinion of the corporate authorities of the VILLAGE OF LEMONT, it is no longer necessary or useful to or for the best interests of the VILLAGE OF LEMONT to retain certain personal property identified on the attached Exhibit "A;" and

**WHEREAS**, Illinois Compiled Statutes, 65 ILCS 5/11-76-4, authorizes the disposition of said personal property as authorized by a majority of the corporate authorities.

**NOW, THEREFORE, BE IT ORDAINED** by the corporate authorities of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, as follows:

**SECTION ONE:** That the property, identified as Exhibit "A" attached hereto and made a part hereof, shall be sold, donated and/or disposed of as scrap by the Village Administrator.

**SECTION TWO:** This Ordinance shall be in full force and effect from and after its passage by at least three-fourths of all the corporate authorities, and approval in the manner provided by law.

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

**SECTION FOUR:** All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS** on this 9<sup>th</sup> day of April, 2012.

**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

<b>Property Location</b>	<b>Type</b>	<b>Department</b>
10900 Archer Ave, Lemont, IL 60439	Furniture, Equipment, Fire Suppression Piping, Misc Property	ADMIN
10997 Archer Ave, Lemont, IL 60439	Furniture, Equipment, Misc Property	ADMIN
418 Main Street, Lemont, IL 60439	Furniture, Equipment, Misc Property	ADMIN

**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board  
from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Jeffrey Stein, Village Attorney  
Subject: Indemnification Agreement  
date: April 4, 2012

**BACKGROUND/HISTORY**

The Village is finishing up final paperwork for the triangle project and one outstanding item there is one needs authority to be executed by the Village. Cog Hill will be giving an easement for construction with the Village providing indemnification in exchange. Attached is a ordinance to allow the Village Administrator and Village Attorney to finalize negotiations and execute the agreement on behalf of the Village.

**RECOMMENDATION**

Staff recommends the authorization to proceed with negotiations.

**ATTACHMENTS (IF APPLICABLE)**

Ordinance to authorize negotiations



**VILLAGE OF LEMONT  
ORDINANCE NO. O-\_\_\_-12**

**AN ORDINANCE AUTHORIZING INDEMNIFICATION/HOLD HARMLESS  
AGREEMENT WITH COOK GOLF PROPERTIES, INC.**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9<sup>th</sup> DAY OF APRIL , 2012**

**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 April, 2012.**

**Ordinance No. O-\_\_\_-12**

**AN ORDINANCE AUTHORIZING INDEMNIFICATION/HOLD HARMLESS AGREEMENT WITH COOK GOLF PROPERTIES, INC.**

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

**SECTION 1:** The Village Board finds that it is necessary, convenient and in the interest of the Village to enter into an indemnification/hold harmless agreement with Cook Golf Properties, Inc.

**SECTION 2:** The Village Administrator and/or Village Attorney are hereby authorized to negotiate and enter into such an indemnification/hold harmless agreement with Cook Golf Properties, Inc.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 9th day of April, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniagowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

# Village Board Agenda Memorandum

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To: Mayor & Village Board

From: Chief Kevin W. Shaughnessy

Subject: Ordinance Prohibiting Vandalism

Date: April 4, 2012

## **BACKGROUND/HISTORY**

Vandalism is an ongoing problem within the Village of Lemont. Offenders of Vandalism should be held accountable for their actions thus reducing the significant cost of repairs to the Village of Lemont. Our current ordinance does not cover Vandalism by offenders whose actions cause a monetary loss to the Village.

## **PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

No negatives associated.

## **RECOMMENDATION**

To pass this ordinance.

## **ATTACHMENTS (IF APPLICABLE)**

Ordinance.

## **SPECIFIC VILLAGE BOARD ACTION REQUIRED**

The Board is required to pass an ordinance.

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 9 OF THE LEMONT, ILLINOIS  
MUNICIPAL CODE RELATING TO VANDALISM**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9th DAY Of April, 2012**

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 9<sup>th</sup> day of April, 2012.

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Title 9 of the Lemont, Illinois  
Municipal Code Relating to Vandalism**

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

**WHEREAS**, the President and Board of Trustees of the Village have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, Section 5/1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1), authorizes the Village to pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

**WHEREAS**, Section 5/11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1), authorizes the Village to pass and enforce all necessary police ordinances; and,

**WHEREAS**, the Village has determined that prohibiting vandalism will protect and promote the public health, safety, and welfare of its citizens; and,

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

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

**SECTION 2:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended in Title 9, (“Public Peace, Morals and Welfare”) by adding in an entirely new subsection 9.28.040 as follows:

**9.28.040 – Vandalism**

(a) It is unlawful for any person to injure, deface, mutilate or otherwise interfere with another’s property that would incur cost to remediate, restore, or clean the property to its previous condition.

(b) Any person who violates any provision of this subsection 9.28.040 shall be shall be subject to the General Penalty provision of the Village Code.

(c) Notwithstanding paragraph (b) above, any person who violates any provision of this subsection 9.28.040 shall be required to make restitution, as provided by law, to the owner of the property in an amount not to exceed actual cost to repair, replace, or clean the property to its previous condition.

**SECTION 3:** 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 4:** Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,  
ILLINOIS, on this 9th day of April, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Jeff Stein, Village Attorney  
Kevin Shaughnessy, Chief of Police

Subject: Ordinance Amending Chapter 10.23 of Lemont Municipal Code – Administrative and Processing Fee for Impounding of Vehicles

date: April 4, 2012

### **BACKGROUND/HISTORY**

The Illinois General Assembly recently amended and added language concerning the charging of an Administrative and Processing Fee for Impounding of Vehicles. The proposed draft ordinance strikeouts the current language and provides the recommended language to coincide with the statute.

In addition, the state law has added four additional violation for which a car is to be impounded, and as such the municipality is allowed to charge a fee. They are as follows:

- (9) Operation or use of a motor vehicle without ever having been issued a driver's license or permit, in violation of Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101), or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age shall subject the owner to an administrative fee of \$500.00.
- (10) Operation or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101), Section 6-303 of the Illinois Vehicle Code (625 ILCS 5/6-303), or Section 11-501 of the Illinois Vehicle Code (625 ILCS 5/11-501) shall subject the owner to an administrative fee of \$500.00.
- (11) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 16-25 of the Illinois Criminal Code (720 ILCS 5/16-25) shall subject the owner to an administrative fee of \$500.00.
- (12) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any misdemeanor or felony offense in violation of the Illinois Criminal Code (720 ILCS 5/1 et seq.) shall subject the owner to an administrative fee of \$500.00.

### **RECOMMENDATION**

Staff recommends all language changes are made. In addition, staff recommends to include charging a fee for the offenses that a vehicle may be impounded.

### **ATTACHMENTS (IF APPLICABLE)**

Ordinance Amending Chapter 10



**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 10 OF THE LEMONT, ILLINOIS  
MUNICIPAL CODE RELATING TO ADMINISTRATIVE AND PROCESSING FEE  
FOR IMPOUNDING OF VEHICLES**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9th DAY OF April, 2012**

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 April, 2012.

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Chapter 10 of the Lemont, Illinois Municipal Code  
Relating to Administrative and Processing Fee for Impounding of Vehicles**

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

**WHEREAS**, Section 5/11-208.7 of the Illinois Municipal Code (65 ILCS 5/11-208.7), authorizes the Village to impose an administrative fee related to its administrative and processing costs associated with the investigation, arrest, and detention of an offender, or the removal, impoundment, storage, and release of a vehicle; and,

**WHEREAS**, the Village has determined that authorizing the Village to impose such an administrative fee will protect and promote the public health, safety, and welfare of its citizens; and,

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

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

**SECTION 2:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended by in the manner and form shown below with additions being shown in underlined text and deletions being shown in strikethrough text, so that Chapter 10.23 shall hereafter provide as follows:

### 10.23.010. - Violations authorizing impoundment.

A motor vehicle, ~~operated with permission of the owner of record,~~ that is used in connection with the following violations shall be subject to tow and impoundment by the village, and the owner of said vehicle, or the agents of that owner, shall be liable to the village for an administrative ~~penalty~~ fee in addition to any towing and storage fees.

- (1) Operation or use of a motor vehicle in the commission of, or in the attempt to commit any offense for which a motor vehicle may be seized and forfeited pursuant to ~~the Illinois Criminal Code (720 ILCS 5/1-1)~~ Section 36-1 of the Illinois Criminal Code (720 ILCS 5/36-1) shall subject the owner to an administrative ~~penalty~~ fee of \$500.00.
- (2) Driving under the influence of alcohol or other drug, or intoxicating compounds shall subject the owner to an administrative ~~penalty~~ fee of \$500.00.
- (3) Operation or use of a motor vehicle in the commission of, or in the attempt to commit a felony or in violation of the provisions of the Illinois Cannabis Control Act (720 ILCS 550/1 et seq.) shall subject the owner to an administrative ~~penalty~~ fee of \$500.00.
- (4) Operation or use of a motor vehicle in the commission of, or in the attempt to commit an offense in violation of 720 ILCS 5/24-1, 720 ILCS 5/24-1.5, or 720 ILCS 5/24-3.1 shall subject the owner to an administrative ~~penalty~~ fee of \$500.00.
- (5) Operation or use of a motor vehicle in the commission of, or in the attempt to commit and offense in violation of the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) shall subject the owner to an administrative ~~penalty~~ fee of \$500.00.
- (6) Driving without a state issued driver's license, or driving while driver's license, permit or privileges to operate a motor vehicle are suspended or revoked pursuant to Section 6-303 of the Illinois Vehicle Code (625 ILCS 5/6-303) shall subject the owner to an administrative ~~penalty~~ fee of ~~\$250.00~~ \$500.00; except that vehicles shall not be subject to seizure impoundment if suspension is for an unpaid citation (moving or parking) or due to failure to comply with emission testing.
- (7) Operation or use of a motor vehicle while soliciting, possession, or attempting to solicit or possess cannabis or a controlled substances as defined by the Illinois Cannabis Control Act (720 ILCS 550/1 et seq.) or the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) shall subject the owner to an administrative ~~penalty~~ fee of ~~\$250.00~~ \$500.00.
- (8) Operation or use of a motor vehicle with an expired driver's license, in violation of Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101), where the

period of expiration is greater than one year shall subject the owner to an administrative ~~penalty~~ fee of ~~\$250.00~~ \$500.00.

- (9) Operation or use of a motor vehicle without ever having been issued a driver's license or permit, in violation of Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101), or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age shall subject the owner to an administrative fee of \$500.00.
- (10) Operation or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101), Section 6-303 of the Illinois Vehicle Code (625 ILCS 5/6-303), or Section 11-501 of the Illinois Vehicle Code (625 ILCS 5/11-501) shall subject the owner to an administrative fee of \$500.00.
- (11) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 16-25 of the Illinois Criminal Code (720 ILCS 5/16-25) shall subject the owner to an administrative fee of \$500.00.
- (12) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any misdemeanor or felony offense in violation of the Illinois Criminal Code (720 ILCS 5/1 et seq.) shall subject the owner to an administrative fee of \$500.00.

The administrative fee under this Section shall be waived upon verifiable proof that the vehicle was stolen at the time the vehicle was impounded.

#### **10.23.020. - Applicability.**

~~(a)~~—This section shall not replace or otherwise abrogate any existing state or federal laws, and the owner shall be subject to these penalties in addition to any penalties that may be assessed by a court for any criminal charges.

~~(b)~~—~~This section shall not apply of the vehicle used in the violation is stolen at the time the impoundment was to take place.~~

#### **10.23.030. - Notice.**

Whenever a police officer has probable cause to believe that a vehicle is subject to tow and impoundment pursuant to this chapter, the police officer shall provide for the towing of the vehicle to a facility authorized by the village. Before or at the time the vehicle is towed, the police officer shall notify or make a reasonable attempt to notify the person identifying himself as the owner or lessee of the vehicle or any person who is found to be in control of the vehicle at the time for the alleged violation, of the fact of the seizure, and of the vehicle and of the owner's right to request a preliminary vehicle impoundment hearing to be conducted in accordance with

section 10.23.040. Said vehicle shall be impounded pending the completion of the hearing provided in section 10.23.040, unless the owner of the vehicle posts with the village a cash bond at the rates in section 10.23.010 and pays the accrued towing and storage charges.

**10.23.040. - Preliminary hearing procedure.**

- (a) Written request. If the owner of record of a vehicle seized pursuant to this section desires to appeal the seizure, said owner must make a request for hearing within 24 hours of the seizure. Said request shall be in writing and filed with the chief of police, or his designee who shall conduct such preliminary hearing within 24 hours after receipt of the request, excluding Saturdays, Sundays and holidays.
- (b) Rules of evidence relaxed. All interested person shall be given a reasonable opportunity to be heard at the preliminary vehicle impoundment hearing. The formal rules of evidence will not apply at the hearing and hearsay evidence shall be admissible only if it is the type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (c) When probable cause exists. If after the hearing, the chief of police or his designee determines there is probable cause to believe that the vehicle is subject to seizure and impoundment pursuant to this section, he shall order the continued impoundment of the vehicle as provided in this chapter unless the owner of the vehicle posts with the village a cash bond at the rates in section 10.23.010 and pays the tower any applicable towing and storage fees.
- (d) Vehicle to be returned when probable cause nonexistent. If the chief of police or his designee determines that there is no such probable cause, the vehicle will be returned without penalty or other fees.

**10.23.050. - Plea hearing.**

- (a) Notice; procedure; evidence. Within ten days after a vehicle is seized and impounded pursuant to this section, the village shall notify by certified mail, return receipt requested, the owner ~~of record, lessee, and any lienholder of record,~~ to the interested party's address as registered with the Secretary of State of the date, time, and location of a plea hearing that will be conducted, pursuant to this section. The owner will appear at a plea hearing and enter a plea of liable or not liable. If a plea of liable is entered, the cause will be disposed of at that time. If the owner pleads not liable, a hearing shall be scheduled and held, unless continued by a hearing officer, designated by the village administrator, no later than 45 days after the ~~vehicle was seized~~ date of the mailing of the notice of hearing. All interested persons shall be given a reasonable opportunity to be heard at the hearing. At any time prior to the hearing date, the hearing officer may, at the request of either party, direct witnesses to appear and give testimony at the hearing. The formal rules of evidence will not apply at the hearing, and hearsay

evidence shall be admissible only if it is the type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

- (b) Liability; costs; default judgment; vehicle returned where no violation. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle was used in connection with a violation set forth in this chapter, the hearing officer shall enter ~~an~~ a written order finding the owner of record of the vehicle civilly liable to the village for an administrative ~~penalty-fee in the village~~ a cash bond at the rates in section 10.23.010 and requiring the vehicle to continue to be impounded until the owner pays the administrative ~~penalty-fee~~ to the village plus fees to the tower for the towing and storage of the vehicle. If the owner of record fails to appear at the hearing, the hearing officer shall enter a written default order in favor of the village. If the hearing officer finds no such violation occurred, the hearing officer shall issue a written decision ordering the immediate return of the owner's vehicle or cash bond without fees.

**10.23.060. - Administrative ~~penalty-fee~~.**

- (a) Imposed; cash bond used to offset debt. If an administrative ~~penalty-fee~~ is imposed pursuant to this chapter, such ~~penalty-fee~~ shall constitute a debt due and owing the village. If a cash bond has been posted pursuant to this section the bond shall be applied to the ~~penalty-fee~~.
- (b) Authority to initiate collection procedure. If a vehicle has been impounded when such a ~~penalty-fee~~ is imposed, the village may seek to obtain a judgment on the debt and enforce such judgment against the vehicles as provided by law. Except as provided otherwise in this chapter, a vehicle shall continue to be impounded until the ~~penalty-fee~~ is paid to the village and any applicable towing fees are paid to the tower, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle or the vehicle is sold or otherwise disposed of to satisfy a judgment to enforce a lien as provided by law.
- (c) Nonpayment; failure to appear. If the administrative ~~penalty-fee~~ and other applicable fees are not paid within 30 days after an administrative ~~penalty-fee~~ is imposed against an owner ~~owner-of record~~, lessee, and any lienholder of record, who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles.
- (d) When vehicle deemed unclaimed. In all other cases, if the administrative ~~penalty-fee~~ and other applicable fees are not paid within ~~30~~35 days after the expiration of time at which administrative review of the hearing officer's determination may be sought, or within ~~30~~35 days after an action seeking administrative review has been resolved in favor of the village, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the

disposition of unclaimed vehicles under the Illinois Vehicle Code (624 ILCS 5/1-100 et seq.).

**10.23.070. - Vehicle possession.**

- (a) Except as otherwise specifically provided by law, no owner, lienholder, or other person shall be legally entitled to take possession of a vehicle impounded under this chapter until the administrative ~~penalty fee~~ and other fees applicable under this chapter have been paid. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund the village the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lienholders of record, not to exceed the administrative ~~penalty fee~~, plus ~~the~~ any other applicable fees.
- (b) For purposes of this section, the term “owner of record” of a vehicle means the record titleholder as registered with the secretary of state.

**10.23.080. - Administrative review; right to appeal.**

Any owner, lessee, lienholder or other person with a legal interest in the vehicle, who is not satisfied with the decision of the hearing officer, shall have the right to appeal the decision to the circuit court, pursuant to the Administrative Review Act, as set forth fully in 735 ILCS 5/13-101 et seq.

**SECTION 3:** 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 4:** Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,  
ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**





Village of Lemont  
*Planning & Economic Development Department*

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

TO: Mayor Reaves #40-12  
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-02 Timberline Knolls

DATE: April 04, 2012

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#### **SUMMARY**

Timberline Knolls has requested a PUD approval for its 40 acre site and annexation and rezoning for two parcels along Timberline Drive. Village staff is working with Timberline Knolls to finalize conditions for a PUD covering the entire site. As an interim measure, staff has drafted a PUD approval for just a 1.44 acre of the overall Timberline Knolls site. This PUD approval will allow Timberline Knolls to proceed immediately with construction of a planned addition to the Maple residence lodge.

#### **BOARD ACTION**

Vote on the attached ordinance.

#### **ATTACHMENTS**

1. An Ordinance Granting Final PUD Plan/Plat Approval for an 1.44 Acre Portion of Land Within Timberline Knolls, Located At 40 Timberline Drive, in Lemont, IL.

**VILLAGE OF LEMONT**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING FINAL PUD PLAN/PLAT APPROVAL FOR AN 1.44  
ACRE PORTION OF LAND WITHIN TIMBERLINE KNOLLS, LOCATED AT 40  
TIMBERLINE DRIVE, IN LEMONT, IL**

**(Timberline Knolls PUD)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9<sup>th</sup> DAY OF APRIL, 2012**

**PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE  
OF LEMONT, COOK, WILL AND DUPAGE  
COUNTIES, ILLINOIS,  
THIS 9<sup>TH</sup> DAY OF APRIL, 2012**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING FINAL PUD PLAN/PLAT APPROVAL FOR AN 1.44 ACRE PORTION OF LAND WITHIN TIMBERLINE KNOLLS, LOCATED AT 40 TIMBERLINE DRIVE, IN LEMONT, IL**

**(Timberline Knolls PUD)**

**WHEREAS**, Timberline Knolls, LLC (hereinafter referred to as the “Petitioner”) is the agent for Lemont Holdings, LLC , the owner of the subject property, covering approximately 1.44 acres located at 40 Timberline Drive (a portion of PINs# 22-19-401-040 and 22-30-204-005) and legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; and

**WHEREAS**, the Petitioner made application under the provisions of the Lemont Unified Development Ordinance for Final Planned Unit Development (PUD) plan/plat approval; and

**WHEREAS**, the Planning and Zoning Commission of the Village of Lemont, Illinois, in accordance with Lemont Unified Development Ordinance, conducted a public hearing on the application on February 15, 2012 and voted to recommend approval of the applicant’s request with conditions; and

**WHEREAS**, the proposed development of Subject Property includes the development of Residence Hall Oak Building 3 and Residence Hall Maple Building 5 (“Maple and Oak Lodges”), which consists of more than one principal building on the Subject Property which is a single lot of record; and

**WHEREAS**, allowing Petitioner a PUD for the Subject Property will help facilitate the proposed improvements upon the Subject Property which the President and Board of Trustees of the Village of Lemont deem to be in the best interests of the health, safety and welfare of the community; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont may consider additional legislation for the remainder of the PUD application at a later date; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont hereby concur with and adopt the following findings of fact recommended by the Planning and Zoning Commission at the aforementioned public hearing:

1. The requested PUD will allow for continued development of an important community asset, while preserving the character of an established area.
2. The PUD will contain sufficient safeguards to ensure future compatibility of the use of the subject site with adjacent land uses.

**NOW, THEREFORE BE IT ORDAINED** by the President and Board of Trustees of the Village of Lemont has deemed it appropriate to grant approval of a portion of the PUD and retain the remainder of the PUD application for consideration at a later date.

**Section 1 Incorporation.** The Village Board hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby adopts same as part of this Ordinance.

**Section 2 Special Use.** The special use for a planned unit development is approved with the following conditions:

1. Any expansion or addition constructed upon or to the Maple and Oak Lodges shall not be placed less than 50 feet from the property line of the Subject Property.
2. All construction shall comply with all applicable Federal, state and local laws, rules and regulations.
3. The Subject Property is hereby limited to the lodging and other accessory uses for the following:
  - a. mental health services consistent with Timberline Knolls' current license from the IL Department of Human Services, attached hereto and incorporated herein as Exhibit "B"; and
  - b. child care consistent with Timberline Knolls' current license from the IL Department of Children and Family Services, attached hereto and incorporated herein as Exhibit "C".
4. This special use shall run with the use and not with the land.

**Section 3. Publication.** 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, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 9<sup>th</sup> DAY OF APRIL, 2012.**

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

**Approved by me this 9<sup>th</sup> day of April, 2012**

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**BRIAN K. REAVES, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**

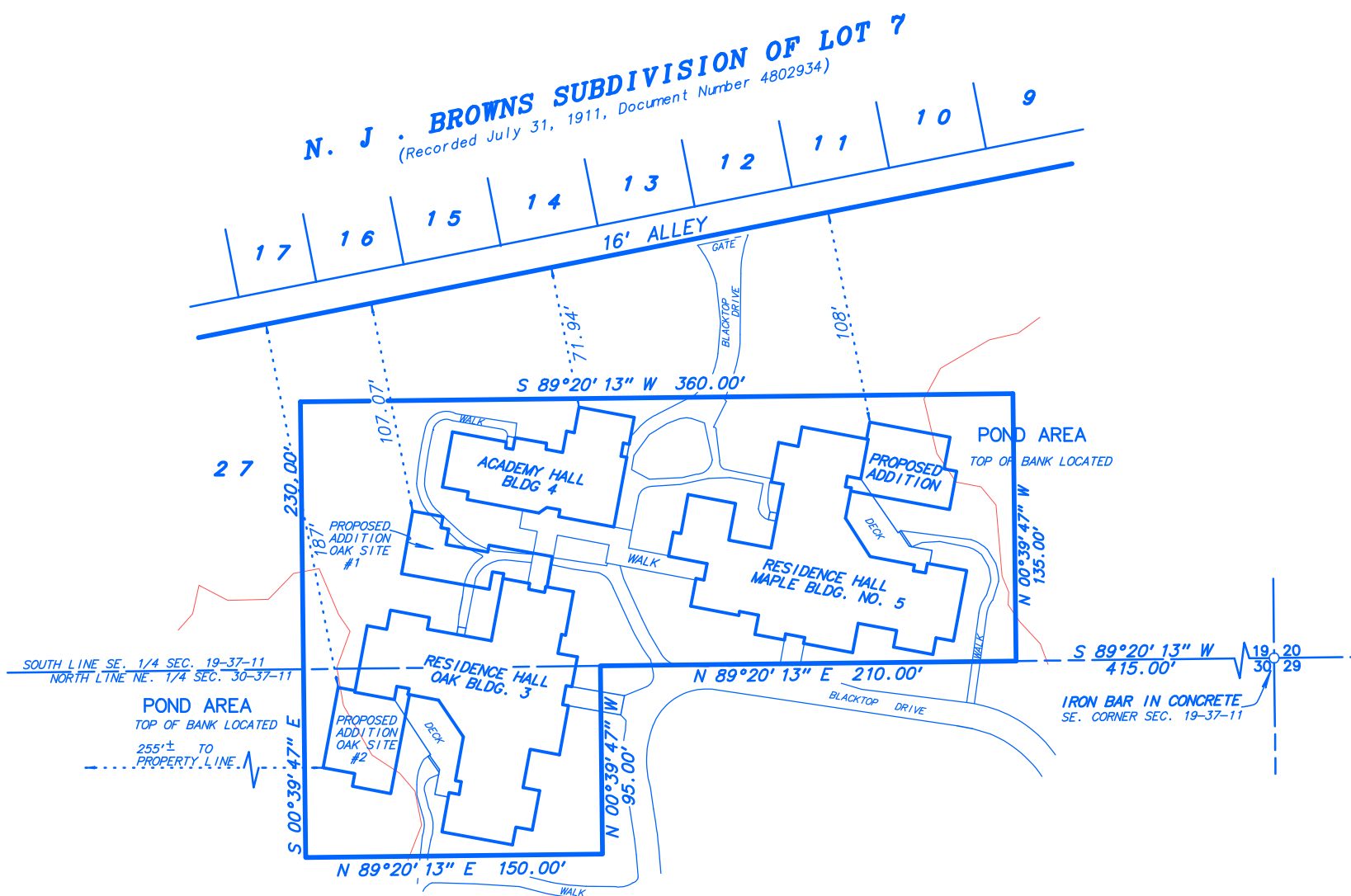
# SITE PLAN OF

**AMBIT LAND SURVEYING**  
P. O. Box 42  
Bassett, Wisconsin 53101  
Licensed Professionals in  
both Illinois & Wisconsin

PHONE: 262-537-4874  
FAX: 262-537-4221  
EMAIL: ambit@tds.net

That part of Lot 27 as shown on the plat of N. J. BROWN'S SUBDIVISION OF LOT 7 of County Clerks Division of Section 19, Township 37 North, Range 11 East of the 3rd Principal Meridian, recorded July 31, 1911 as Document Number 4802934, and that part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 37 North, Range 11 East of the 3rd Principal Meridian described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of Section 19, Town 37 North, Range 11 East of the 3rd Principal Meridian: THENCE South 89 degrees 20 minutes 13 seconds West (assumed) along the south line of said section 415.00 feet to the point of beginning; THENCE North 00 degrees 39 minutes 47 seconds West 135.00 feet; THENCE South 89 degrees 20 minutes 13 seconds West 360.00 feet; THENCE South 00 degrees 39 minutes 47 seconds East 230.00 feet; THENCE North 89 degrees 20 minutes 13 seconds East 150.00 feet; THENCE North 00 degrees 39 minutes 47 seconds West 95.00 feet to a point on the south line of said Section 19; THENCE North 89 degrees 20 minutes 13 seconds East 210.00 feet along said Section line to the point of beginning, being part of the Southeast Quarter of the Southeast Quarter of Section 19 and part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 37 North, Range 11 East of the 3rd Principal Meridian, Village of Lemont, Cook County, Illinois. Containing 1.44 acres



Fieldwork completed and date of certification February 22, 2012

State of Wisconsin } SS  
County of Kenosha }

I hereby certify that I have surveyed the above described property and the above plat is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property and also those who purchase, mortgage, or guarantee the title thereto within one year from the date hereof.

Dated at Bassett, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

SCALE: 1 inch = 80 feet

ORDERED BY: A. Damanskis / Attorney at Law

JOB NO.: 1 2 0 1 5

Mark A. Bolender  
Illinois Professional Land Surveyor 035-2785  
License Expiration: November 30, 2012  
Ambit Land Surveying - DPR License No. 184.002802  
License Expiration: April 30, 2013

State of Illinois  
Department of Human Services

LICENSE #: A-3651-0001-A

EXPIRES 10/31/14

*The person, firm or corporation whose name appears on this license and/or medicaid certificate has complied with the required provisions of Illinois Statutes and Rules and is hereby licensed and/or medicaid certified to provide alcoholism and other drug dependency services in the category(ies) stated below:*

LICENSED TREATMENT

LEVEL I ADULT OUTPATIENT  
LEVEL I ADOLESCENT OUTPATIENT  
LEVEL II ADULT IOP  
LEVEL II ADOLESCENT IOP  
L III ADULT INPATIENT SUBACUTE  
L III ADOLES. INPATIENT SUBACUTE  
LEVEL III ADULT RES. EXT. CARE  
LEVEL III ADOLES. RES. EXT. CARE

LICENSEE: TIMBERLINE KNOLLS, LLC

40 TIMBERLINE DR.  
LEMONT, IL 60439-3848

APPROVED: 11/01/11

*Sharon Ginis*

Director of Division of Alcoholism and Substance Abuse

Issued under the authority of the State of Illinois, Department of Human Services



DCN:  
005138

Exhibit C

State of Illinois  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Type of Facility  
CHILD CARE INSTITUTION PRINT DATE: 02/26/2010

NO.  
448804-03

LICENSE ISSUED TO

TIMBERLINE KNOLLS, LLC  
40 TIMBERLINE DR  
LEMONT IL 60439-3848

Effective Dates	Capacity	Supervising Child Welfare Agency
01/10/2010 - 01/10/2014	000 000 000	

Area Used for Children  
ALL BUILDINGS

Ages of Children Served  
DAY 12Y TO 21Y

Mailing address for this facility is:  
TIMBERLINE KNOLLS, LLC  
40 TIMBERLINE DR  
LEMONT IL 60439-3848



DIRECTOR

6A- -C1

NOT TRANSFERABLE - Supersedes all prior licenses for type of care specified above.





Village of Lemont  
*Planning & Economic Development Department*

---

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

TO: Mayor Brian K. Reaves #038-12  
Village Board of Trustees

FROM: James A. Brown, Planning & Economic Development Director

THRU

SUBJECT: **Façade Grants for 312 Canal Street and 406 Main Street**

DATE: 3 April 2012

---

In 2010 the Village Board approved O-51-10, a revised grant program for buildings in the downtown TIF district. The Village received two applications for such grants: façade work at 312 Canal Street and façade and awning work at 406 Main Street. The grant review committee has recommended the following awards:

Application for 406 Main Street, façade renovation and awning: \$4,100.00

Application for 312 Canal Street, masonry and storefront renovation: \$15,000.

These recommendations were discussed at the March meeting of the Committee of the Whole. The appropriate ordinances and agreements are attached.

Attachments:

Façade grant ordinance and agreement for 312 Main Street

Façade grant ordinance and agreement for 406 Main Street

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE  
IMPROVEMENT GRANT FOR 312 CANAL STREET IN LEMONT, IL**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9<sup>TH</sup> DAY OF APRIL, 2012**

**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 9<sup>th</sup> day of April, 2012**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 312 CANAL STREET IN LEMONT, IL**

**ORDINANCE NO. \_\_\_\_\_**

**WHEREAS**, the Village Board of Trustees approved Ordinance O-51-10 creating a Downtown Façade, Sign, and Site Improvement Grant Program (the “Façade Grant Program”) on the 26<sup>th</sup> of July, 2010; and

**WHEREAS**, Dale Hennebry, the owner of the property and building at 312 Canal Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

**WHEREAS**, the application was reviewed per O-51-10 by the grant review committee, and the proposed work was found to be eligible for a grant under the Façade Grant Program; and

**WHEREAS**, the review committee recommended a grant of \$15,000.00.

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

**SECTION 1:** That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as “Downtown Façade, Sign, and Site Improvement Grant Agreement for 312 Canal Street,” a copy of which is attached hereto and made a part hereof.

**SECTION 2:** 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, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

**AYES**

**NAYS**

**ABSENT**

**ABSTAIN**

**Debby Blatzer**

**Paul Chialdikas**

**Clifford Miklos**

**Ron Stapleton**

**Rick Sniegowski**  
**Jeanette Virgilio**

**Approved by me this 9<sup>th</sup> day of April, 2012**

---

**BRIAN K. REAVES, Village President**

**Attest:**

---

**CHARLENE M. SMOLLEN, Village Clerk**

1 **VILLAGE OF LEMONT**

2  
3 **DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT**  
4 **GRANT PROGRAM AGREEMENT FOR 312 CANAL STREET**  
5

6 **THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the  
7 Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following  
8 designated OWNER/LESSEE, to wit:

9  
10 Owner's/Lessee's Name: **Mr. Dale Hennebry**

11  
12 Address: **9 W. Custer Street, Lemont, IL 60439**

13  
14 Project Address: **312 Canal Street, Lemont, Illinois**

15  
16 **WITNESSETH**

17  
18 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site  
19 Improvement Grant Program for application within certain designated commercial rehabilitation  
20 areas of the VILLAGE known as the Tax Increment Financing District; and

21  
22 **Whereas**, said Downtown Facade, Sign, and Site Improvement Grant Program is  
23 administered by the VILLAGE and is funded from District Revenues for purposes of control  
24 and prevention of blight, dilapidation and deterioration of designated areas within the District,  
25 and

26  
27 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject to  
28 its sole discretion, in sharing the costs of downtown building, sign, and site improvements to  
29 commercial establishments within the District; and

30  
31 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment  
32 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE  
33 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program  
34 pursuant to the terms and provisions of this agreement.

35  
36 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement  
37 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:

38  
39 **Section 1. COST SHARING.** The VILLAGE shall reimburse the OWNER/LESSEE  
40 for fifty percent of the costs for property improvements, as described in Exhibit A, to the  
41 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**  
42 **property improvements shall not exceed \$15,000.00.** The maximum amount of  
43 reimbursement for sign installation/improvements shall not exceed \$750.00, and the maximum

1 amount of reimbursement for architectural fees shall not exceed \$1,000.00.  
2

3 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be  
4 undertaken until the building, sign, and/or site plans have been submitted to and approved by the  
5 VILLAGE. Following approval, the OWNER/LESSEE shall cause all such improvements to be  
6 completed within 180 days of the date of the approval of this Agreement.  
7

8 **Section 3.** REVIEW OF PROJECT. The Planning & Economic Development Director  
9 shall periodically review the progress of the contractor's work on the building, sign, and site  
10 improvements pursuant to this Agreement. Such inspections shall not replace any required  
11 permit inspection by Village Inspectors. All work which is not in conformance with the  
12 approved drawings and specifications shall be immediately remedied by the OWNER/LESSEE  
13 and deficient or improper work shall be replaced and made to comply with the approved  
14 drawings, specifications, and terms of this Agreement.  
15

16 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the building  
17 and site improvement/historic preservation and upon its final inspection and approval by the  
18 Building Department, the OWNER/LESSEE shall submit to the VILLAGE a properly executed  
19 and notarized contractor statement and architect fee statement showing the full cost of the work  
20 as well as each separate component amount due to the contractor and each and every  
21 subcontractor involved in furnishing labor, materials, or equipment in the work.  
22 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the  
23 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall, within  
24 sixty days of receipt of the contractor's statement and proof of payment issue a check to the  
25 OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed  
26 the amount specified in this Agreement or in the contractor's or architect's statements. At the  
27 time of reimbursement and throughout the term of this agreement, the land use and signage under  
28 the control of the OWNER/LESSEE shall be in conformance with zoning and sign code  
29 provisions.  
30

31 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his  
32 contractor fails to complete the building, sign, or site improvements in conformity with the work  
33 and standards provided for in Exhibit A and in conformity with the provisions of this Agreement,  
34 this Agreement shall terminate and the financial obligation on the part of the VILLAGE shall  
35 cease and become null and void.  
36

37 **Section 6.** FILING OF LIEN/MAINTENANCE OF IMPROVEMENT. Upon  
38 completion of the building and site improvement work pursuant to this Agreement and for a  
39 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly  
40 maintaining such building and site improvement/historic preservation in its finished form and  
41 without change or alteration thereto, as provided in this Agreement, and for the said period of  
42 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall not  
43 enter into any Agreement or contract or take any other steps to alter, change or remove such  
44 improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any other  
45 changes, by contract or otherwise, to the improvement provided for in this Agreement unless  
46 such changes are first submitted to the Planning & Economic Development Director, and any  
47 additional review body or commission for approval; which approval shall not be unreasonably

1 withheld if the proposed changes do not substantially alter the original design concept of the  
2 building and site improvements as specified in the drawings and plans approved pursuant to this  
3 Agreement. In addition to this section, a lien on the OWNER/LESSEE property shall be filed  
4 prior to the final payout of the program reimbursement.  
5

6 **Section 7.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,  
7 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the  
8 subject premises which is unrelated to the building, sign, and site improvement provided for in  
9 this Agreement.  
10

11 **Section 8.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This Agreement  
12 shall be binding upon the VILLAGE OF LEMONT and upon the OWNER/LESSEE and its  
13 successors, to said property for a period of three years from and after the date of completion and  
14 approval of the improvements provided for herein. It shall be the responsibility of the  
15 OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of Section 7 of this  
16 Agreement.  
17

18 **Section 9.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The  
19 owner of the subject property agree to defend and hold harmless the Village from any and all  
20 claims which may arise out of said owners' construction activities under this Agreement.  
21

22 **Section 10.** GENERAL INDEMNIFICATION. In the event that, as a result of this  
23 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in  
24 any litigation arising by reason of this Agreement, and development activities contemplated  
25 hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees,  
26 officers and agents thereof, individually and collectively, from any suits and from any  
27 claims, demands, setoff or other action including but not limited to judgments arising therefrom.  
28 The obligation of the owners hereunder shall include and extend to payment of reasonable  
29 attorneys' fees for the representation of the VILLAGE and its officers and agents in such  
30 litigation and includes expenses, court costs and fees; it being understood that the owners  
31 where there shall be no applicable standards provided therein, shall have the right to employ  
32 all such attorneys to represent the VILLAGE and its officers and agents in such litigation,  
33 subject to the approval of the corporate authorities of the VILLAGE, which approval shall not  
34 be unreasonably withheld. The owners shall have the right to appeal to courts of appellate  
35 jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect,  
36 and the Village shall join in any such appeal taken by the owners.  
37

38 **Section 11.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto  
39 may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific  
40 performance, enforce or compel the performance of this Agreement, which shall include the right  
41 of the parties to recover a judgment for monetary damages against each other, provided,  
42 however, that the owners shall not have a right to recover a judgment for monetary damages  
43 against any elected or appointed official of the VILLAGE for any breach of any of the terms  
44 of this Agreement. The VILLAGE reserves the right to maintain an action to recover  
45 damages or any sums which owners have agreed to pay pursuant to this Agreement and which  
46 have become due and remained unpaid.  
47

1           **Section 12.** EXHIBITS. It is agreed that Exhibits A and B shall be considered part of  
2 this agreement.

3  
4           **Section 13.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.  
5 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property  
6 as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement  
7 Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon  
8 approval of this Agreement to no less than thirty days after final approval and reimbursement  
9 is made.

10  
11           IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date  
12 first appearing above.

13  
14  
15 **OWNER/LESSEE**

**VILLAGE OF LEMONT**

16  
17  
18 \_\_\_\_\_  
19 **Property OWNER, 312 Canal St**

\_\_\_\_\_ **Village President**

20  
21  
22 **Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

23  
24  
25 **ATTEST:**

26  
27  
28 **By:** \_\_\_\_\_  
29                   **Village Clerk**





**Exhibit B**  
**to**  
**Downtown Façade, Sign, and Site Improvement Grant Agreement for 312 Canal Street**

**AGREEMENT CREATING LIEN ON REAL ESTATE**

The undersigned, \_\_\_\_\_, owner(s) of  
 \_\_\_\_\_, Lemont, Illinois, having applied for  
 Downtown Facade, Sign, and Site Improvement Grant Program from the Village of Lemont  
 through TIF Financing District do hereby grant a lien to the Village of Lemont, a Municipal  
 Corporation, in the amount of \_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_ ) on the property commonly known as \_\_\_\_\_  
 Lemont, Illinois 60439, and with Permanent Index Number:  
22-20-418-004-0000

The undersigned acknowledges that the aforesaid lien shall exist from the date of this instrument, and shall become due if any facade alterations occur less than three years after grant work completion. If this condition occurs, then the lien shall be payable to the Village of Lemont. If this condition does not occur, then the lien shall be removed.

The undersigned grants to the Village of Lemont the right to assign, transfer or set over to any other municipal corporation or any part thereof all of the right, title and interest in and to said lien without reservations.

\_\_\_\_\_  
 OWNER

DATED this \_\_\_\_\_ day of \_\_\_\_\_

STATE OF ILLINOIS }  
 }SS:  
 COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
 HEREBY CERTIFY that \_\_\_\_\_ is known to  
 me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,  
 appeared before me this day in person, and acknowledged that he/she/they signed, sealed, and  
 delivered the said instrument as a free and voluntary act for the uses and purposes therein set  
 forth.

\_\_\_\_\_  
 NOTARY PUBLIC

1 DATED this \_\_\_\_\_ day of \_\_\_\_\_

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE  
IMPROVEMENT GRANT FOR 406 MAIN STREET IN LEMONT, IL**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9<sup>TH</sup> DAY OF APRIL, 2012**

**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 9<sup>th</sup> day of April, 2012**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 406 MAIN STREET IN LEMONT, IL**

**ORDINANCE NO. \_\_\_\_\_**

**WHEREAS**, the Village Board of Trustees approved Ordinance O-51-10 creating a Downtown Façade, Sign, and Site Improvement Grant Program (the “Façade Grant Program”) on the 26<sup>th</sup> of July, 2010; and

**WHEREAS**, Dale Hennebry, the owner of the property and building at 312 Canal Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

**WHEREAS**, the application was reviewed per O-51-10 by the grant review committee, and the proposed work was found to be eligible for a grant under the Façade Grant Program; and

**WHEREAS**, the review committee recommended a grant of \$4,100.00.

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

**SECTION 1:** That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as “Downtown Façade, Sign, and Site Improvement Grant Agreement for 406 Main Street,” a copy of which is attached hereto and made a part hereof.

**SECTION 2:** 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, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

**AYES**

**NAYS**

**ABSENT**

**ABSTAIN**

**Debby Blatzer**

**Paul Chialdikas**

**Clifford Miklos**

**Ron Stapleton**

**Rick Sniegowski**  
**Jeanette Virgilio**

**Approved by me this 9<sup>th</sup> day of April, 2012**

---

**BRIAN K. REAVES, Village President**

**Attest:**

---

**CHARLENE M. SMOLLEN, Village Clerk**

1 **VILLAGE OF LEMONT**

2  
3 **DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT**  
4 **GRANT PROGRAM AGREEMENT FOR 406 MAIN STREET**  
5

6 **THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the  
7 Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following  
8 designated OWNER/LESSEE, to wit:

9  
10 Owner's/Lessee's Name: **Ms. Diane Hansen**

11  
12 Address: **200 East Road, Glen Ellyn, IL 60137**

13  
14 Project Address: **406 Main Street, Lemont, Illinois**

15  
16 **WITNESSETH**

17  
18 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site  
19 Improvement Grant Program for application within certain designated commercial rehabilitation  
20 areas of the VILLAGE known as the Tax Increment Financing District; and

21  
22 **Whereas**, said Downtown Facade, Sign, and Site Improvement Grant Program is  
23 administered by the VILLAGE and is funded from District Revenues for purposes of control  
24 and prevention of blight, dilapidation and deterioration of designated areas within the District,  
25 and

26  
27 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject to  
28 its sole discretion, in sharing the costs of downtown building, sign, and site improvements to  
29 commercial establishments within the District; and

30  
31 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment  
32 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE  
33 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program  
34 pursuant to the terms and provisions of this agreement.

35  
36 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement  
37 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:

38  
39 **Section 1. COST SHARING.** The VILLAGE shall reimburse the OWNER/LESSEE  
40 for fifty percent of the costs for property improvements, as described in Exhibit A, to the  
41 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**  
42 **property improvements shall not exceed \$4,100.00.** The maximum amount of  
43 reimbursement for sign installation/improvements shall not exceed \$750.00, and the maximum

1 amount of reimbursement for architectural fees shall not exceed \$1,000.00.  
2

3 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be  
4 undertaken until the building, sign, and/or site plans have been submitted to and approved by the  
5 VILLAGE. Following approval, the OWNER/LESSEE shall cause all such improvements to be  
6 completed within 180 days of the date of the approval of this Agreement.  
7

8 **Section 3.** REVIEW OF PROJECT. The Planning & Economic Development Director  
9 shall periodically review the progress of the contractor's work on the building, sign, and site  
10 improvements pursuant to this Agreement. Such inspections shall not replace any required  
11 permit inspection by Village Inspectors. All work which is not in conformance with the  
12 approved drawings and specifications shall be immediately remedied by the OWNER/LESSEE  
13 and deficient or improper work shall be replaced and made to comply with the approved  
14 drawings, specifications, and terms of this Agreement.  
15

16 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the building  
17 and site improvement/historic preservation and upon its final inspection and approval by the  
18 Building Department, the OWNER/LESSEE shall submit to the VILLAGE a properly executed  
19 and notarized contractor statement and architect fee statement showing the full cost of the work  
20 as well as each separate component amount due to the contractor and each and every  
21 subcontractor involved in furnishing labor, materials, or equipment in the work.  
22 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the  
23 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall, within  
24 sixty days of receipt of the contractor's statement and proof of payment issue a check to the  
25 OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed  
26 the amount specified in this Agreement or in the contractor's or architect's statements. At the  
27 time of reimbursement and throughout the term of this agreement, the land use and signage under  
28 the control of the OWNER/LESSEE shall be in conformance with zoning and sign code  
29 provisions.  
30

31 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his  
32 contractor fails to complete the building, sign, or site improvements in conformity with the plans  
33 provided for in Exhibit A and in conformity with the provisions of this Agreement, this  
34 Agreement shall terminate and the financial obligation on the part of the VILLAGE shall cease  
35 and become null and void.  
36

37 **Section 6.** FILING OF LIEN/MAINTENANCE OF IMPROVEMENT. Upon  
38 completion of the building and site improvement work pursuant to this Agreement and for a  
39 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly  
40 maintaining such building and site improvement/historic preservation in its finished form and  
41 without change or alteration thereto, as provided in this Agreement, and for the said period of  
42 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall not  
43 enter into any Agreement or contract or take any other steps to alter, change or remove such  
44 improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any other  
45 changes, by contract or otherwise, to the improvement provided for in this Agreement unless  
46 such changes are first submitted to the Planning & Economic Development Director, and any  
47 additional review body or commission for approval; which approval shall not be unreasonably



1 withheld if the proposed changes do not substantially alter the original design concept of the  
2 building and site improvements as specified in the drawings and plans approved pursuant to this  
3 Agreement. In addition to this section, a lien on the OWNER/LESSEE property shall be filed  
4 prior to the final payout of the program reimbursement.  
5

6 **Section 7.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,  
7 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the  
8 subject premises which is unrelated to the building, sign, and site improvement provided for in  
9 this Agreement.  
10

11 **Section 8.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This Agreement  
12 shall be binding upon the VILLAGE OF LEMONT and upon the OWNER/LESSEE and its  
13 successors, to said property for a period of three years from and after the date of completion and  
14 approval of the improvements provided for herein. It shall be the responsibility of the  
15 OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of Section 7 of this  
16 Agreement.  
17

18 **Section 9.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The  
19 owner of the subject property agree to defend and hold harmless the Village from any and all  
20 claims which may arise out of said owners' construction activities under this Agreement.  
21

22 **Section 10.** GENERAL INDEMNIFICATION. In the event that, as a result of this  
23 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in  
24 any litigation arising by reason of this Agreement, and development activities contemplated  
25 hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees,  
26 officers and agents thereof, individually and collectively, from any suits and from any  
27 claims, demands, setoff or other action including but not limited to judgments arising therefrom.  
28 The obligation of the owners hereunder shall include and extend to payment of reasonable  
29 attorneys' fees for the representation of the VILLAGE and its officers and agents in such  
30 litigation and includes expenses, court costs and fees; it being understood that the owners  
31 where there shall be no applicable standards provided therein, shall have the right to employ  
32 all such attorneys to represent the VILLAGE and its officers and agents in such litigation,  
33 subject to the approval of the corporate authorities of the VILLAGE, which approval shall not  
34 be unreasonably withheld. The owners shall have the right to appeal to courts of appellate  
35 jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect,  
36 and the Village shall join in any such appeal taken by the owners.  
37

38 **Section 11.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto  
39 may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific  
40 performance, enforce or compel the performance of this Agreement, which shall include the right  
41 of the parties to recover a judgment for monetary damages against each other, provided,  
42 however, that the owners shall not have a right to recover a judgment for monetary damages  
43 against any elected or appointed official of the VILLAGE for any breach of any of the terms  
44 of this Agreement. The VILLAGE reserves the right to maintain an action to recover  
45 damages or any sums which owners have agreed to pay pursuant to this Agreement and which  
46 have become due and remained unpaid.  
47

1           **Section 12.** EXHIBITS. It is agreed that Exhibits A and B shall be considered part of  
2 this agreement.

3  
4           **Section 13.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.  
5 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property  
6 as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement  
7 Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon  
8 approval of this Agreement to no less than thirty days after final approval and reimbursement  
9 is made.

10  
11           IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date  
12 first appearing above.

13  
14  
15 **OWNER/LESSEE**

**VILLAGE OF LEMONT**

16  
17  
18 \_\_\_\_\_  
19 **Property OWNER, 312 Canal St**

\_\_\_\_\_ **Village President**

20  
21  
22 **Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

23  
24  
25 **ATTEST:**

26  
27  
28 **By:** \_\_\_\_\_

**Village Clerk**

1  
2  
3  
4  
5

**Exhibit A**  
**to**  
**Downtown Façade, Sign, and Site Improvement Grant Agreement for 406 Main Street**

6  
7

**Description of Work to be Performed**

- 8  
9  
10  
11
- Replacement/repair and painting on façade door, façade windows, crown molding trim over the windows; improvements under all windows will consist of removal of the red half brick and replacement with historic design using wood and Typon
  - Replace fabric awnings with same color fabric (forest green)

12  
13

**Standards for Work to be Performed**

14  
15  
16  
17  
18

All work, to include materials and colors, shall be completed in accordance with the Certificate of Appropriateness as approved by the Lemont Historic Preservation Commission and building permits as issued by the Village of Lemont Building Department.

**Exhibit B**  
**to**  
**Downtown Façade, Sign, and Site Improvement Grant Agreement for 406 Main Street**

**AGREEMENT CREATING LIEN ON REAL ESTATE**

The undersigned, \_\_\_\_\_, owner(s) of \_\_\_\_\_, Lemont, Illinois, having applied for Downtown Facade, Sign, and Site Improvement Grant Program from the Village of Lemont through TIF Financing District do hereby grant a lien to the Village of Lemont, a Municipal Corporation, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on the property commonly known as \_\_\_\_\_ Lemont, Illinois 60439, and with Permanent Index Number: 22-20-420-003-0000

The undersigned acknowledges that the aforesaid lien shall exist from the date of this instrument, and shall become due if any facade alterations occur less than three years after grant work completion. If this condition occurs, then the lien shall be payable to the Village of Lemont. If this condition does not occur, then the lien shall be removed.

The undersigned grants to the Village of Lemont the right to assign, transfer or set over to any other municipal corporation or any part thereof all of the right, title and interest in and to said lien without reservations.

\_\_\_\_\_  
OWNER

DATED this \_\_\_\_\_ day of \_\_\_\_\_

STATE OF ILLINOIS }

}SS:

COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ is known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

DATED this \_\_\_\_\_ day of \_\_\_\_\_

# Village Board

# Agenda Memorandum

Item #

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

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

**subject:** 2011 MFT Maintenance Program  
MFT Documentation

**date:** March 21, 2012

---

## **BACKGROUND**

The Department of Public Works desires to use supplemental Motor Fuel Tax (MFT) money for the purchase of materials needed in its normal annual operations, such as rock salt, pavement patching, street lights, street signs, and electrical energy for street lighting. In order to do this, a Supplemental Municipal Estimate of Maintenance Cost form needs to be compiled and a Supplemental Resolution for Maintenance of Streets and Highways must be passed. Also required is a Supplemental Request for Expenditure of MFT funds, in the amount of \$66,226.04.

## **PROS/CONS/ALTERNATIVES**

The Resolution must be passed to use MFT funds for this work.

## **RECOMMENDATION**

Approval of Supplemental MFT Maintenance Resolution and the Municipal Estimate of Maintenance costs, in the amount of \$66,226.04.

## **ATTACHMENTS**

- Supplemental MFT Maintenance Resolution
- Supplemental Municipal Estimate of Maintenance Costs
- Supplemental Request for Expenditure of MFT Funds

## **VILLAGE BOARD ACTION REQUIRED**

Approval of IDOT documents, as noted.

File No. 12124



BE IT RESOLVED, by the MAYOR AND BOARD OF TRUSTEES of the VILLAGE of LEMONT, Illinois, that there is hereby appropriated the sum of \$66,226.04 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2011 to December 31, 2011

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Charlene M. Smollen Clerk in and for the Village of Lemont, County of Cook, DuPage & Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on April 9, 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of April, 2012

(SEAL) Village Clerk

Approved Date Department of Transportation Regional Engineer



Period from 01/01/2011 to 12/31/2011

Section Number 11 - 00000 - 00 - GM  
Municipality Village of Lemont

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
A. Street Lighting	IIa	Luminaires, Poles & Bulbs	EACH		500.00	12,688.87	\$12,688.87
B. Traffic Signals	I	Maintenance	EACH			9,048.01	\$9,048.01
C. Street Signs	I	Material	L SUM			7,694.59	\$7,694.59
D. Snow & Ice Control	I	Rock Salt, Bulk	TON			15,465.07	\$15,465.07
E. Street Repairs	IIa	HMA Patching Mix Stone & Sand				20,467.50	\$20,467.50
G. Paint Marking	I	Pain	L			862.00	\$ 862.00
<b>Total Day Labor Costs</b>						<b>\$66,226.04</b>	<b>\$66,226.04</b>
<b>Total Estimated Maintenance Operation Cost</b>							<b>\$66,226.04</b>
Preliminary Engineering							
Engineering Inspection							
Material Testing							
<b>Total Estimated Engineering Cost</b>							
<b>Total Estimated Maintenance Cost</b>							<b>\$66,226.04</b>

Submitted: April 9, 2012  
Date

Approved: \_\_\_\_\_  
Date

By: Ben Wehmeier, Adm.  
Municipal Official Title

\_\_\_\_\_  
Regional Engineer

Submit Four (4) Copies to Regional Engineer



**For District Use Only**

Transaction Number \_\_\_\_\_

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Date \_\_\_\_\_

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Checked by \_\_\_\_\_

Municipality Lemont

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County Cook, DuPage & Will

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Rd. District 1

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Section 11-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction.....	_____
Day Labor Construction.....	_____
Right-of-Way (Itemized On Reverse Side).....	_____
Engineering .....	_____
Maintenance Engineering.....	_____
Engineering Investigations .....	_____
Other Category .....	_____
Obligation Retirement.....	_____
Maintenance .....	\$ 66,226.04
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____ )	_____
IMRF or Social Security.....	_____
Interest _____	_____
_____	_____
_____	_____
<b>Total</b>	<b>\$ 66,226.04</b>

Comments \_\_\_\_\_

Date April 9 , 2012

---

Signed by \_\_\_\_\_

---

Ben Wehmeier, Administrator  
Title of Official

**Approved**

---

Date \_\_\_\_\_

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**Department of Transportation**

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Regional Engineer



# Village Board

# Agenda Memorandum

Item #

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

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

**subject:** 2012 MFT Maintenance Program  
MFT Documentation

**date:** March 21, 2012

---

## **BACKGROUND**

The Department of Public Works desires to use Motor Fuel Tax (MFT) money for the purchase of materials needed in its normal annual operations, such as rock salt, pavement patching, street lights, street signs, and electrical energy for street lighting. In order to do this, a Municipal Estimate of Maintenance Cost form needs to be compiled and a Resolution for Maintenance of Streets and Highways must be passed. The estimated maintenance cost to be funded with MFT funds is \$213,500.00 Also required is a Request for Expenditure of MFT funds, in the aforementioned amount.

## **PROS/CONS/ALTERNATIVES**

The Resolution must be passed to use MFT funds for this work.

## **RECOMMENDATION**

Approval of the MFT Maintenance Resolution and the Municipal Estimate of Maintenance costs, in the amount of \$213,500.00.

## **ATTACHMENTS**

- MFT Maintenance Resolution
- Municipal Estimate of Maintenance Costs
- Request for Expenditure of MFT Funds

## **VILLAGE BOARD ACTION REQUIRED**

Approval of IDOT documents, as noted.



BE IT RESOLVED, by the MAYOR AND BOARD OF TRUSTEES of the  
(Council or President and Board of Trustees)

VILLAGE of LEMONT, Illinois, that there is hereby  
(City, Town or Village) (Name)

appropriated the sum of \$213,500.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2012  
(Date)

to December 31, 2012  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved  
Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this  
resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above,  
submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing  
expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this  
resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Charlene M. Smollen Clerk in and for the Village  
(City, Town or Village)  
of Lemont, County of Cook, DuPage & Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on April 9, 2012  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9<sup>th</sup> day of April, 2012.

(SEAL)

\_\_\_\_\_  
Village Clerk  
(City, Town or Village)

**Approved**  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer

Period from 01/01/2012 to 12/31/2012

Section Number 12 - 00000 - 00 - GM  
Municipality Village of Lemont

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
A. Street Lighting	II	Luminaires, Poles & Bulbs	EACH	8	500.00	4,000.00	
	I	Labor	L SUM	1	13,000.00	13,000.00	
							\$17,000.00
B. Traffic Signals	II	Maintenance	EACH	6	1,750.00	10,500.00	\$10,500.00
C. Street Signs	II	Material	L SUM	1	7,000.00	7,000.00	\$7,000.00
D. Snow & Ice Control	I	Rock Salt, Bulk	TON	2,000	75.00	150,000.00	\$150,000.00
E. Street Repairs	II	HMA Patching Mix	TON	500	50.00	25,000.00	
		Stone & Sand	TON	160	25.00	4,000.00	
							\$29,000.00
						<b>Total Day Labor Costs</b>	<b>\$213,500.00</b>
						<b>Total Estimated Maintenance Operation Cost</b>	<b>\$213,500.00</b>
						Preliminary Engineering	
						Engineering Inspection	
						Material Testing	
						<b>Total Estimated Engineering Cost</b>	
						<b>Total Estimated Maintenance Cost</b>	<b>\$213,500.00</b>

Submitted: April 9, 2012  
Date

Approved: \_\_\_\_\_  
Date

Municipal Official Ben Wehmeier, Adm.  
Title

Regional Engineer \_\_\_\_\_

Submit Four (4) Copies to Regional Engineer



For District Use Only

Transaction Number

Municipality Lemont

Date

County Cook, DuPage & Will

Checked by

Rd. District 1

Section 12-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction.....	_____
Day Labor Construction.....	_____
Right-of-Way (Itemized On Reverse Side).....	_____
Engineering .....	_____
Maintenance Engineering.....	_____
Engineering Investigations .....	_____
Other Category .....	_____
Obligation Retirement.....	_____
Maintenance .....	\$ <u>213,500.00</u>
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____ )	_____
IMRF or Social Security.....	_____
Interest _____	_____
_____	_____
_____	_____
<b>Total</b>	\$ <u>213,500.00</u>

Comments \_\_\_\_\_

Date April 9 , 2012

Signed by Ben Wehmeier, Administrator  
Title of Official

**Approved**

\_\_\_\_\_

Date

**Department of Transportation**

\_\_\_\_\_

Regional Engineer

# Village Board

# Agenda Memorandum

# Item #

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** Ralph Pukula, Director of Public Works

**subject:** Approval of the Preliminary Engineering Services Agreement for Federal Participation-Supplement No. 1 for McCarthy Rd., Archer Ave. & Derby Rd.

**date:** March 26, 2012

---

## **BACKGROUND**

The Village Board previously approved the Preliminary Engineering Phase II (Design) Services Agreement with Frank Novotny & Associates, Inc. for professional engineering services, for the intersection improvements to McCarthy Road, Archer Avenue & Derby Road. The maximum value of the design engineering contract for that agreement was \$228,023.00. Supplemental professional engineering services were required to complete this project due to an increase in design scope necessitating the need for the approval of the Supplemental Preliminary Engineering Services Agreement for Federal Participation. The maximum value of this supplemental engineering contract is \$118,919.00, and has been approved to be 70% Federally-funded, with the Village's share being a maximum of \$35,675.70 (30%).

## **PROS/CONS/ALTERNATIVES**

Approving the Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1 for the McCarthy Road, Archer Avenue & Derby Road Intersection Improvements will allow for continued coordination of the project in an orderly manner, which is scheduled for an IDOT letting on April 27, 2012.

## **RECOMMENDATION**

Approval of the Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1 with Frank Novotny & Associates.

## **ATTACHMENTS**

- Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1 for approval.
- Resolution accepting the Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1.

## **VILLAGE BOARD ACTION REQUIRED**

Approval of the Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1 and Resolution.

**RESOLUTION**

**RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION  
SUPPLEMENT NO. 1  
FOR THE MCCARTHY ROAD, ARCHER AVENUE & DERBY ROAD  
INTERSECTION IMPROVEMENT PROJECT**

**WHEREAS**, the Village of Lemont requires additional Preliminary Engineering services related to the McCarthy Road, Archer Avenue & Derby Road intersection improvement project;

**WHEREAS**, the Village of Lemont desires to enter into a Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1 with Frank Novotny & Associates, Inc. (FNA), for a cost not-to-exceed \$118,919.00;

**WHEREAS**, the Village Board has authorized the Village President to sign the Preliminary Engineering Services Agreement for Federal Participation – Supplement No. 1.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 9th day of April, 2012.**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

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

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**


Approved by me this **9th** day of **April, 2012**.

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

**Attest:**

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

Approved as to form: \_\_\_\_\_  
**Daniel P. Blondin, Village Attorney**

Local Agency Village of Lemont	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>SUPPLEMENT NO. 1</b>	Consultant Frank Novotny & Associates, Inc.
County Cook					Address 825 Midway Drive
Section 02-00055-00-WR					City Willowbrook
Project No. M-8003(503)					State Illinois
Job No. D-91-190-05					Zip Code 60527
Contact Name/Phone/E-mail Address Ben Wehmeier (630) 257-1550 bwehmeier@lemont.il.us	Contact Name/Phone/E-mail Address James L. Cainkar, P.E., P.L.S. (630) 887-8640 jimcainkar@franknovotnyengineering.com				

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name McCarthy Road, Archer Avenue & Derby Rd Route FAU 1587 Length 0.483 mi Structure No. N/A  
FAP 577 & FAU 1024 0.304 mi & 0.118 mi

Termini West of Derby Rd to East of Archer Ave, Southwest of Derby Rd and Northeast of McCarthy Rd & from McCarthy Rd to Derby

Description: This project consists of pavement widening, pavement resurfacing, intersection channelization, traffic control signals with interconnection and all of the needed traffic control and restoration within the project limits.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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



**II. THE LA AGREES,**

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

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

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

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

**III. IT IS MUTALLY AGREED,**

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

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

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

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

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

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

**Agreement Summary**

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Prime Consultant:	TIN Number	Agreement Amount
Frank Novotny & Associates, Inc.	36-2728920	\$87,659.00
Sub-Consultants:		
Engineering Resource Associates	36-3686466	\$25,360.00
Allied Appraisal Company	36-2696006	\$5,400.00
Charles A. Southcomb & Assoc.	36-3389177	\$500.00
Sub-Consultant Total:		\$31,260.00
Prime Consultant Total:		\$87,659.00
Total for all Work:		\$118,919.00

Executed by the LA:

Village of Lemont

(Municipality/Township/County)

---

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Charlene M. Smollen Clerk

Title: Brian Reaves, Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

Frank Novotny & Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: John Fitzgerald, Secretary

Title: James L. Cainkar, President

Exhibit A - Preliminary Engineering

Route: FAU 1587  
 Local Agency: Village of Lemont  
 (Municipality/Township/County)  
 Section: 02-00055-00-WR  
 Project: M-8003(503)  
 Job No.: D-91-190-05

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IH(C)]  
 14.5%[DL + R(DL) + 1.0(DL) + IH(C)]  
 14.5%[(2.3 + R)/DL + 1.0(C)]  
 Specific Rate  
 Lump Sum

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 1.99 %  
 Complexity Factor (R) 0.00  
 Calendar Days 360

Cost Estimate of Consultant's Services in Dollars

SEE ATTACHED  
 ARBITRATOR  
 EXHIBIT A 6  
 PAGE

Element of Work	Communication	Max. Hourly Rate	Payroll Cost (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
<b>Totals</b>								0.00

ROUTE: FAU 1587  
 SECTION: 02-00055-00-WR  
 PROJECT: M-8003(503)  
 COUNTY: Cook  
 JOB NO: D-91-190-05  
 TYPE OF FUNDING: STU  
 EXISTING STRUCTURE NO.: DNA

**EXHIBIT A - DESIGN ENGINEERING**  
**FRANK NOVOTNY & ASSOCIATES, INC.**  
 PROJECT: McCarthy Road  
 PHASE: II (Design)

DATE: 01/10/11  
 COMPLEXITY FACTOR, R = 0

**SUPPLEMENTAL NO. 1**

ITEM NO.	ITEM	NUMBER OF MAN HOURS A	PAYROLL RATE B	PAYROLL AMOUNT C	OVERHEAD AND FRINGE BENEFITS 1.99 D	INHOUSE DIRECT COSTS E	SUBTOTAL F	PROFIT 14.50% 1.99 G	SERVICES BY OTHERS * A * H	TOTALS I	PERCENT OF GRAND TOTAL J
1	Project Set Up and Coordination	8	\$ 60.15	\$ 481	\$ 958		\$ 1,439	\$ 209		\$ 1,648	1.39
2	Data Collection & Review	15	\$ 40.61	\$ 609	\$ 1,212		\$ 1,821	\$ 264		\$ 2,085	1.75
3	Topographic Survey	15	\$ 48.66	\$ 730	\$ 1,453		\$ 2,182	\$ 316		\$ 2,498	2.10
4	Geotechnical Investigation	15	\$ 50.65	\$ 760	\$ 1,512		\$ 2,272	\$ 329		\$ 2,601	2.19
5	Plan Preparation	190	\$ 37.75	\$ 7,172	\$ 14,273		\$ 21,445	\$ 3,110	\$ 25,360	\$ 49,915	41.97
6	Specifications	70	\$ 43.79	\$ 3,065	\$ 6,100		\$ 9,165	\$ 1,329		\$ 10,494	8.82
7	Quantities	40	\$ 47.38	\$ 1,895	\$ 3,771		\$ 5,666	\$ 822		\$ 6,488	5.46
8	Cost Estimate	35	\$ 51.28	\$ 1,795	\$ 3,571		\$ 5,366	\$ 778		\$ 6,144	5.17
9	Meetings	25	\$ 51.28	\$ 1,282	\$ 2,551		\$ 3,833	\$ 556		\$ 4,389	3.69
10	Administration	35	\$ 60.15	\$ 2,105	\$ 4,189		\$ 6,294	\$ 913		\$ 7,207	6.06
11	Traffic Signal Design	30	\$ 53.25	\$ 1,597	\$ 3,179		\$ 4,776	\$ 556		\$ 5,332	4.48
12	ROW Acquisition	80	\$ 53.25	\$ 4,260	\$ 8,477		\$ 12,737	\$ 1,482	\$ 5,900	\$ 20,119	16.92
<b>TOTALS</b>		<b>558</b>		<b>\$ 25,751</b>	<b>\$ 51,245</b>	<b>\$ -</b>	<b>\$ 76,996</b>	<b>\$ 10,663</b>	<b>\$ 31,260</b>	<b>\$ 118,919</b>	<b>100.00</b>

DESCRIPTION OF SERVICES: \* A \*

ROUTE: FAU 1587  
 SECTION: 02-00055-00-WR  
 PROJECT: M-8003(503)  
 COUNTY: Cook  
 JOB NO: D-91-190-05  
 TYPE OF FUNDING: STU  
 EXISTING STRUCTURE NO.: DNA

EXHIBIT A - DESIGN ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: McCarthy Road  
 PHASE: II (Design)

Date: 01/10/11

SUPPLEMENTAL NO. 1

EMPLOYEE CLASSIFICATION	HOURLY SALARY \$	ITEM 1 Project Set Up and Coordination		ITEM 2 Data Collection & Review		ITEM 3 Topographic Survey	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00	50	35.00		0.00		0.00
PROJECT MANAGER	50.29	50	25.15		0.00		0.00
PROJECT ENGINEER	50.29		0.00	45	22.63	90	45.26
CIVIL ENGINEER I	30.27		0.00		0.00		0.00
SENIOR TECHNICIAN	37.81		0.00	30	11.34		0.00
INSPECTOR	38.53		0.00	10	3.85		0.00
SURVEYING TECHNICIAN	38.53		0.00		0.00	5	1.93
CAD TECHNICIAN	29.48		0.00		0.00	5	1.47
GIS TECHNICIAN	18.54		0.00	15	2.78		0.00
TECHNICAL ASSISTANT	12.50		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$60.15	100	\$40.61	100	\$48.66

ROUTE: FAU 1587  
 SECTION: 02-00055-00-WR  
 PROJECT: M-8003(503)  
 COUNTY: Cook  
 JOB NO: D-91-190-05  
 TYPE OF FUNDING: STU  
 EXISTING STRUCTURE NO.: DNA

EXHIBIT A - DESIGN ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: McCarthy Road  
 PHASE: II (Design)

Date: 01/10/11

**SUPPLEMENTAL NO. 1**

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Geotechnical Investigation		ITEM 5 Plan Preparation		ITEM 6 Specifications	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00	5	3.50	5	3.50	5	3.50
PROJECT MANAGER	50.29		0.00		0.00		0.00
PROJECT ENGINEER	50.29	90	45.26	30	15.09	35	17.60
CIVIL ENGINEER I	30.27		0.00		0.00		0.00
SENIOR TECHNICIAN	37.81	5	1.89		0.00	60	22.69
INSPECTOR	38.53		0.00		0.00		0.00
SURVEYING TECHNICIAN	38.53		0.00		0.00		0.00
CAD TECHNICIAN	29.48		0.00	65	19.16		0.00
GIS TECHNICIAN	18.54		0.00		0.00		0.00
TECHNICAL ASSISTANT	12.50		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$50.65	100	\$37.75	100	\$43.79

ROUTE: FAU 1587  
 SECTION: 02-00055-00-WR  
 PROJECT: M-8003(503)  
 COUNTY: Cook  
 JOB NO: D-91-190-05  
 TYPE OF FUNDING: STU  
 EXISTING STRUCTURE NO.: DNA

EXHIBIT A - DESIGN ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: McCarthy Road  
 PHASE: II (Design)

Date: 01/10/11

**SUPPLEMENTAL NO. 1**

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 7 Quantities		ITEM 8 Cost Estimate		ITEM 9 Meetings	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00		0.00	5	3.50	5	3.50
PROJECT MANAGER	50.29		0.00		0.00	95	47.78
PROJECT ENGINEER	50.29	80	40.23	95	47.78		0.00
CIVIL ENGINEER I	30.27		0.00		0.00		0.00
SENIOR TECHNICIAN	37.81	15	5.67		0.00		0.00
INSPECTOR	38.53		0.00		0.00		0.00
SURVEYING TECHNICIAN	38.53		0.00		0.00		0.00
CAD TECHNICIAN	29.48	5	1.47		0.00		0.00
GIS TECHNICIAN	18.54		0.00		0.00		0.00
TECHNICAL ASSISTANT	12.50		0.00		0.00		0.00
<b>AVERAGE PAYROLL RATE</b>		100	\$47.38	100	\$51.28	100	\$51.28



ROUTE: FAU 1587  
 SECTION: 02-00055-00-WR  
 PROJECT: M-8003(503)  
 COUNTY: Cook  
 JOB NO: D-91-190-05  
 TYPE OF FUNDING: STU  
 EXISTING STRUCTURE NO.: DNA

EXHIBIT A - DESIGN ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: McCarthy Road  
 PHASE: II (Design)

Date: 01/10/11

SUPPLEMENTAL NO. 1

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 10 Administration		ITEM 11 Traffic Signal Design		ITEM 12 ROW Acquisition	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00	50	35.00	15	10.50	15	10.50
PROJECT MANAGER	50.29	50	25.15	85	42.75	85	42.75
PROJECT ENGINEER	50.29		0.00		0.00		0.00
CIVIL ENGINEER I	30.27		0.00		0.00		0.00
SENIOR TECHNICIAN	37.81		0.00		0.00		0.00
INSPECTOR	38.53		0.00		0.00		0.00
SURVEYING TECHNICIAN	38.53		0.00		0.00		0.00
CAD TECHNICIAN	29.48		0.00		0.00		0.00
GIS TECHNICIAN	18.54		0.00		0.00		0.00
TECHNICAL ASSISTANT	12.50		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$60.15	100	\$53.25	100	\$53.25



**Prime Consultant**

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

**Project Information**

Local Agency Village of Lemont  
 Section Number 02-00055-00-WR  
 Project Number M-8003(503)  
 Job Number D-91-190-05

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

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Engineering Resource Associates	36-3686466	
Allied Appraisal Company	36-2696006	
Charles A. Southcomb & Assoc.	36-3389177	
<b>TO BE FILLED OUT AFTER THE PROJECT IS COMPLETE</b>		
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

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

\_\_\_\_\_  
 January 10, 2012  
 Date

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

**LEMONT – McCARTHY ROAD**

**Section 02-00055-00-WR**

**Project M-8003(503)**

**Job D-91-190-05**

**SCHEDULE**

Design Engineering services are  
nearly completed at this time. ....February, 2012

IDOT Bid Opening .....April 27, 2012



**ENGINEERING RESOURCE ASSOCIATES, INC.**  
Consulting Engineers, Scientists, & Surveyors

July 15, 2010

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

Subject: Proposal for Engineering Services  
Storm Sewer System Design  
Village of Lemont, McCarthy Road  
Project No.: M-8003 (503)  
Section No.: 02-00055-00-WR

Dear Jim:

In accordance with your request, Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the subject project. The proposal has been prepared in accordance with your letter dated June 25, 2010, a review of preliminary plans and topography and our experience on similar assignments.

Frank Novotny & Associates, Inc. (FNA) has been retained by the Village of Lemont to provide Phase I and Phase II engineering services for the reconstruction of McCarthy Road from about 1,850 feet west of Archer Avenue to about 800 feet east of Archer Avenue. The project is being partially funded by IDOT. It is our understanding that the Preliminary Design Report has been approved by IDOT and FNA is starting Phase II design services.

FNA now desires to retain ERA to provide storm sewer system design services as subconsultants to FNA. The storm sewer design will need to conform to IDOT standards as provided in the IDOT Drainage Manual. It is our understanding that a formal IDOT Location Drainage Study will not be required, there are no identified drainage problems and that there are no floodplains or wetland conflicts along the project alignment.

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

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

[www.eraconsultants.com](http://www.eraconsultants.com)

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

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

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

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

- d. Topographic survey information from FNA
- e. Contour/planimetric mapping by Sidwell
- f. Drainage and utility plans for adjacent improvements from FNA and the Village of Lemont
- g. Drainage studies for adjacent developments from FNA and the Village of Lemont
- h. Flood insurance mapping and reports from FEMA
- i. Aerial images from various sources

## 2. Existing Drainage Plan (EDP)

- a. Determine location, size and other data for existing pipes, culverts, ditches and outfalls from gathered information.
- b. Delineate tributary areas from contour mapping and existing conditions plans.
- c. Determine time of concentrations and "C" values from gathered information.
- d. Analyze existing flow volumes and velocities in existing pipes, culverts, ditches and outfalls and evaluate suitability for continued use and outlet sensitivity. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures. For the purposes of this proposal, it is assumed that the existing outlets will be capable of accommodating proposed flows so that no detention storage or pipe oversizing will be required.
- e. Prepare EDP using FNA preliminary plans as a base. The EDP will show external areas draining to the right of way, sheet and concentrated flow entering the highway drainage system, drainage summits, drainage divides, existing drainage facilities, and outlets. The EDP will also show tributary areas and "C" values for each drainage area identified.

## 3. Proposed Drainage Plan

- a. Evaluate cross sections and preliminary plans to see if additional right of way or drainage easements may be needed.
- b. Evaluate proposed drainage alternatives to develop preferred improvements.
- c. Delineate tributary areas from contour mapping and proposed conditions plans.
- d. Determine time of concentrations and "C" values from gathered information.
- e. Analyze proposed flow volumes and velocities in proposed storm sewers, ditches and culverts. Determine conformance with IDOT standards. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures.
- f. Design inlet spacing in accordance with IDOT procedures.
- g. Design ditches in accordance with IDOT procedures.
- h. Prepare Proposed Drainage plan by marking proposed drainage facilities onto FNA proposed conditions plan and profile sheets. Final drafting for Phase II plans will be performed by FNA.

For the purposes of this proposal, it is assumed that a hydraulic report and analysis will not be required for the 4ft x 4ft box culvert at the eastern end of the project. It is assumed that the culvert will not need to be modified to accommodate the construction.

It is anticipated that engineering services described in this proposal will be completed within six weeks following receipt of authorization to proceed.

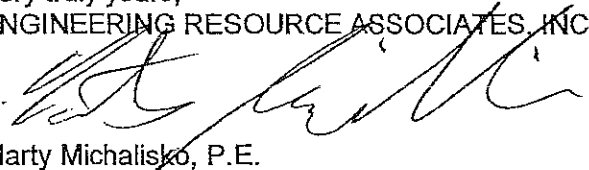
Fees for engineering services described in this proposal are proposed on a cost plus basis using a multiplier rate of 2.80 times direct hourly payroll rates. Our estimated total fee for this project is \$14,835.

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



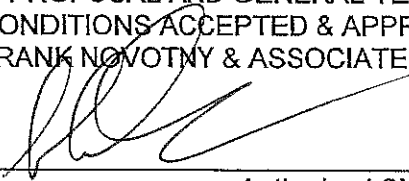
ENGINEERING RESOURCE ASSOCIATES, INC.  
Consulting Engineers, Scientists, & Surveyors

Very truly yours,  
ENGINEERING RESOURCE ASSOCIATES, INC.



Marty Michalisko, P.E.  
Project Manager

THIS PROPOSAL AND GENERAL TERMS &  
CONDITIONS ACCEPTED & APPROVED  
FRANK NOVOTNY & ASSOCIATES, INC.



\_\_\_\_\_  
Authorized Signature

James L. Cainkar, P.E., PLS, Pres.

\_\_\_\_\_  
Typed Name & Title

July 15, 2010

\_\_\_\_\_  
Date



Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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



10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused

by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

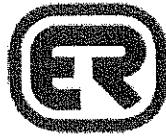
19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the

entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



**ENGINEERING RESOURCE ASSOCIATES, INC.**  
Consulting Engineers, Scientists, & Surveyors

February 25, 2011

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

Subject: Proposal for Additional Engineering Services  
Storm Sewer System Design  
Village of Lemont, McCarthy Road  
Project No.: M-8003 (503)  
Section No.: 02-00055-00-WR

Dear Jim:

In accordance with our recent conversations, Engineering Resource Associates, Inc. (ERA) is submitting this proposal for additional engineering services for the subject project. The additional services described herein are related to recent IDOT review comments requiring that elements of a formal Location Drainage Study (LDS) be performed. Our original agreement specifically excluded preparation of an IDOT LDS.

We have discussed the comments with IDOT staff and they have agreed that a full fledged LDS will not be required but certain sections and elements of an LDS would suffice. Based upon those conversations, additional engineering services to prepare the abbreviated LDS would include the following tasks and estimated manhours.

I. Preparation of Narrative	
Introduction --	2 hr
Existing Drainage Conditions:	
Intro/Summary	1 hr
Identified Drainage Problems	1 hr
Identified Base Floodplains	N/A
Major Drainage Features	3 hr
Design Criteria	2 hr
Outlet Evaluation	4 hr
Proposed Drainage Conditions:	
Intro/Summary	1 hr
Discussion of Diversion	1 hr
Stormwater Detention Analysis	2 hr
Right of Way Analysis	2 hr
Design Alternatives	1 hr

[www.eraconsultants.com](http://www.eraconsultants.com)

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

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

Chicago  
10 South Riverside Plaza, Suite 1800  
Chicago, IL 60606  
T 312.693.0110  
F 312.474.6099

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

	Local Coordination	1 hr
	Water Quality BMPs	3 hr
	Conclusion	2 hr
	Sub-Total:	26 hr
II.	Revised EDP and PDP Sheets	
	Add Right-of-Way info from Novotny	2 hr (drafting)
	Delineate Outlets/Sub-divides	3 hr
	Delineate Total Tributary Areas (Ex & Prop)	2 hr
	Delineate Total Flowrate to Each Outlet	4 hr
	Add Waterway Information Table (Culvert)	3 hr
	Add Other Utilities (Water, San) & Symbols	3 hr (drafting)
	Delineate all Prop & Ex Conditions in Cad	16 hr (drafting)
	Sub-Total:	33 hr (21 hr drafting/12 hr engineering)
III.	Calculations	
	Determine Increased Impervious Area	2 hr
	Summary Table for Inlet Spacing to show Intercepted flow, bypass flow, and Encroachment at sags	4 hr
	Back-up Rational Method Documentation	3 hr
	Sub-Total:	9 hr
IV.	BMPs	
	Provide Conceptual Design for Novotny	5 hr
	Sub-Total:	5 hr
	Total Time:	73 hrs (52 Engineering/21 drafting)

It is anticipated that additional engineering services described in this proposal will be completed within four weeks following receipt of authorization to proceed.

Fees for engineering services described in this proposal are proposed on a cost plus basis using a multiplier rate of 2.80 times direct hourly payroll rates. Our estimated total fee for this project is as follows:

Original Contract	\$14,835
Additional Services (Abbreviated LDS)	\$ 8,125
Revised Contract Amount	\$22,960

We appreciate the opportunity to submit this proposal for additional services and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below and return one copy for our files. Receipt of the executed proposal will serve as authorization to proceed with the additional services. The General Terms and Conditions contained in the original agreement are expressly incorporated into and are an integral part of this proposal for engineering services.

Very truly yours,  
ENGINEERING RESOURCE ASSOCIATES, INC.




Rodney A. Beadle, P.E.  
President



ENGINEERING RESOURCE ASSOCIATES, INC.  
Consulting Engineers, Scientists, & Surveyors

THIS PROPOSAL FOR ADDITIONAL SERVICES  
ACCEPTED & APPROVED  
FRANK NOVOTNY & ASSOCIATES, INC.

  
Authorized Signature

James C. Crunker P.E.S.  
Typed Name & Title

Feb 25, 2011  
Date



ENGINEERING RESOURCE ASSOCIATES, INC.  
Consulting Engineers, Scientists, & Surveyors

Manhours and Cost Budget  
 Frank Nowotny Associates, Inc.  
**Village of Lemont**  
**Additional Engineering Services (Abbreviated LDS)**  
**McCarthy Road Project No. M-80003 (503)**  
**Storm Sewer System Design**

Prepared By  
 Engineering Resource Associates, Inc.  
 25-Feb-11

TASKS	PD	PM	PE	DE	CT	CL	TOTAL	%OF HRS	TOTAL COST
	RAB	SW	BW	JL	DB	SH	HOURS		
I. Narrative Preparation	2	0	24	0	0	0	26	35.6%	\$3,181
II. Revised EDP and PDP Sheets	1	0	11	0	21	0	33	45.2%	\$3,032
III. Calculations	1	0	8	0	0	0	9	12.3%	\$1,126
IV. BMP's	1	0	4	0	0	0	5	6.8%	\$661
Subtotal	5	0	47	0	21	0	73	100.0%	\$8,000
Direct Costs (0% Markup)									\$50
Printing									\$75
Shipping									\$0
Mileage									\$0
Project Totals	5	0	47	0	21	0	73	100.0%	\$8,125
	6.8%	0.0%	64.4%	0.0%	28.8%	0.0%	100.0%		

Hourly Rate Schedule

Hourly Rate Schedule	Billing Rate
PD - Project Director	\$196.00 /hour
PM - Project Manager	156.66 /hour
PE - Project Engineer	116.20 /hour
DE - Design Engineer	89.60 /hour
CT - CADD Technician	74.20 /hour
CL - Clerical	64.54 /hour



# ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

Sent via email to [JimCainkar@franknovotnyengineering.com](mailto:JimCainkar@franknovotnyengineering.com)

November 22, 2011

Mr. James L. Cainkar, P.E., P.L.S.  
Frank Novotny & Associates, Inc.  
825 Midway Drive  
Willowbrook, IL 60527

**SUBJECT:** Proposal for Environmental Services  
McCarthy Road / Archer Ave. / Derby Road Paving, Village of Lemont, IL

Dear Mr. Cainkar:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for McCarthy Road / Archer Ave. / Derby Road Paving. This proposal has been prepared in accordance with your request for proposal dated November 17, 2011 and our experience on similar assignments.

## PROJECT UNDERSTANDING

Frank Novotny & Associates, Inc. (Novotny) has been retained by the Village of Lemont to provide engineering for Paving McCarthy Road / Archer Ave. / Derby Road. Plans were previously completed by Novotny dated September 21, 2011. As impacts to wetland are less than 0.1 acre no mitigation is required. The Corps will likely view this as maintenance and Novotny now desires to retain ERA to complete obtain the appropriate sign off from the Corps to construct the project.

## SCOPE OF SERVICES

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

1. Coordination – Correspond with Novotny to discuss issues relevant to the project.
2. Wetland Delineation Report- ERA will prepare a delineation report with the required data forms and proper wetland documentation.
3. USACE Submittal - ERA will write a request for a RP3 (Transportation Project) and include applicable documentation of the temporary impact.
4. Sediment Erosion Control and Restoration Plan - ERA will revise the restoration plan provided by Novotny to be in compliance with the Corps' requirements. A planting plan and maintenance and monitoring plan will be prepared.

## ITEMS NOT INCLUDED

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

- Surveying Services

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

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

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

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



- Permitting, beyond that described above
- Floodplain/Floodway Hydrologic/Hydraulic Modeling
- Floodplain/Floodway cut & fill calculations
- Attendance at Meetings (billed hourly)

**PROJECT SCHEDULE**

We anticipate that the submittal can be made within seven working days following receipt of authorization to proceed.

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

**FEES**

Fees for services described in this proposal are proposed on an hourly rate plus direct costs basis. Hourly charges will be in accordance with the enclosed standard charges for professional services (Exhibit 2).

The following is a summary of estimated fees for this assignment.

1. Coordination	\$ 200
2. Wetland Delineation Report	\$ 1,200
3. USACE Submittal	\$ 400
4. Restoration Plan	<u>\$ 600</u>
Total Estimated Fee	\$ 2,400

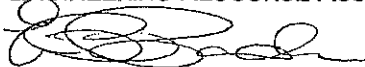
Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred plus ten percent.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached schedule of hourly rates (Exhibit 2).

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

If you have any questions, please contact me at 630.393.3060 x41 or [epande@eraconsultants.com](mailto:epande@eraconsultants.com).

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.



Erin R. Pande, PWS  
Sr. Environmental Scientist



Exhibit 1

Acceptance & Authorization Form – March 30, 2011 Proposal  
McCarthy Road / Archer Ave. / Derby Road Paving

Engineering Resource Associates, Inc.

Frank Novotny & Associates, Inc.

\_\_\_\_\_  
Authorized Signature  
Erin R. Pande  
\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Authorized Signature  
James L. Cainkar, President  
\_\_\_\_\_  
Printed Name and Title  
Nov 28, 2011  
\_\_\_\_\_  
Date

Please Provide Contact Information:

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

(You have on file)

\_\_\_\_\_  
Telephone & Facsimile Numbers:

\_\_\_\_\_  
Email Address:

INVOICES should be sent via:

Email  USPS Mail  Email & USPS Mail

If different than above address,

invoices should be addressed to:

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Invoice Email Address (if different than above)



## Exhibit 2

## ENGINEERING RESOURCE ASSOCIATES, INC.

STANDARD CHARGES FOR PROFESSIONAL SERVICES  
JANUARY 1, 2011 THROUGH DECEMBER 31, 2011

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$206.00
Professional Engineer V	\$200.00
Professional Engineer IV	\$163.00
Professional Engineer III	\$128.00
Professional Engineer II	\$117.00
Professional Engineer I	\$94.00
Structural Engineer VI	\$206.00
Structural Engineer III	\$105.00
Staff Engineer III	\$93.00
Staff Engineer II	\$83.00
Staff Engineer I	\$75.00
Engineering Intern II	\$36.00
Engineering Intern I	\$33.00
Engineering Technician V	\$103.00
Engineering Technician IV	\$89.00
Engineering Technician III	\$72.00
Engineering Technician II	\$47.00
Engineering Technician I	\$25.00
Environmental Director	\$184.00
Environmental Specialist III	\$93.00
Environmental Specialist II	\$89.00
Environmental Specialist I	\$75.00
Professional Surveyor II	\$152.00
Professional Surveyor I	\$125.00
Surveyor IV	\$79.00
Surveyor III	\$65.00
Surveyor II	\$56.00
Surveyor I	\$39.00
Administrative Director	\$134.00
Administrative Staff IV	\$78.00
Administrative Staff III	\$71.00
Administrative Staff II	\$61.00
Administrative Staff I	\$54.00

## DIRECT COSTS

Direct Costs will be billed at their actual rate incurred, plus ten (10%) percent.





# Illinois Department of Transportation

Division of Highways/District 1  
201 West Center Court/Schaumburg, Illinois 60196-1096

## LAND ACQUISITION

Route : FAU 1587 (McCarthy Rd.)  
Section : 02-00055-00-WR  
County : Cook  
Job No. : R-90-015-10  
LPA : Village of Lemont

April 12, 2010

Mr. James L. Cainker, P.E., P.L.S.  
Acting Village Engineer  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Dear Mr. Cainker:

Thank you for your request of April 8, 2010 for approval of professional services on behalf of the Village of Lemont.

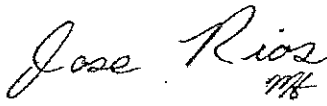
The following firms have been approved to provide professional services necessary to secure the additional right of way for the subject improvement:

Appraisals:	Allied Appraisal Company Mr. Robert Napoli
Appraisal Reviews:	Charles Southcomb and Associates Mr. Charles Southcomb

If you have any questions regarding acquisition on this project, please contact Mr. Michael Harris, Local Program Acquisition Coordinator, at (847) 705-4285.

Very truly yours,

Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:   
Jose Rios, P.E.  
Bureau Chief of Land Acquisition  
cc.

March 31, 2010

Frank Novotny and Associates, Inc.  
% James L. Cainkar, P.E., P.L.S.  
825 Midway Drive  
Willowbrook, Illinois 60527

RECEIVED  
MAR 31 2010

RE: Fee Proposal For  
Project File: #05027  
Village of Lemont  
Right-of-Way Acquisition  
Mc Carthy Road/Archer Avenue/Derby Road  
Project #: M-8003 (503)  
Job #: D-91-190-05  
Section #: 02-00055-00-WR  
Request For Proposal

Dear Mr. Cainkar:

In answer to your letter of March 18, 2010, I wish to inform you of the following.

It is our mutual understanding that you and Frank Novotny and Associates are my client and intended users for the above Project File #05027.

After reviewing the material provided by you and further investigating the matter, Allied Appraisal Company bids the following fees.

<u>PIN</u>	<u>Fee Taking</u>	<u>Type of Appraisal</u>	<u>Fee</u>
22-27-201-011	342.3± Sq Ft	Waiver Valuation	\$1,000 .00
22-27-301-001	681.92± Sq Ft	Waiver Valuation	\$1,000 .00
22-27-301-004	685.3± Sq Ft	Waiver Valuation	\$1,000 .00
22-300-020/039	4,555.1± Sq Ft	Non-Complex Appraisal	\$2,400 .00

---

**ALLIED APPRAISAL COMPANY**

7700 BRUSH HILL ROAD (630) 230-0001  
BURR RIDGE, ILLINOIS 60527 (630) 230-0002 Fax  
alliedchicago@gmail.com  (312) 368-8619 Chicago

March 31, 2010

I will not bid on tax parcel 22-27-101-002 and 003 as I have a conflict of interest.

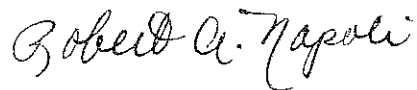
The estimated time of completion is 4± weeks from receipt of approval to commence work.

I have enclosed a copy of my professional qualifications.

Please contact me if you have any questions.

Respectfully,

**ALLIED APPRAISAL COMPANY**



Robert A. Napoli, SRPA, SRA

RAN/mcg

Qualifications

#Lemont.Bid.wpd

---

**ALLIED APPRAISAL COMPANY**

7700 BRUSH HILL ROAD (630) 230-0001  
BURR RIDGE, ILLINOIS 60527 (630) 230-0002 Fax  
alliedchicago@gmail.com  (312) 368-8619 Chicago

## QUALIFICATIONS OF ROBERT A. NAPOLI

**Business  
Experience:**

Co-founded Allied Appraisal Company in 1970, an independent appraisal and consulting service specializing in residential, commercial and industrial properties.

- Chicago Park District, 1960 - 1970  
Administrative Aide to the Board of Commissioners

**Professional  
Designations:**

SRPA - Senior Real Property Appraiser - 1990  
Society of Real Estate Appraisers

SRA - Senior Residential Appraiser - 1975  
Society of Real Estate Appraisers

RM - Residential Member, #928 - 1976  
American Institute of Real Estate Appraisers

**State  
Certified:**

Illinois State Certified General Real Estate Appraiser  
License #553.000040

Indiana State Certified General Real Estate Appraiser  
License #CG49400184

Michigan Certified General Appraiser License  
License #1201072878

**Professional  
Membership:**

Appraisal Institute  
Chicago Chapter - Appraisal Institute

### **Appraisal Institute Activities**

- Governing Councilor, American Institute, 1982 - 1983
- Chapter President, Chicago Chapter, 1992
- Past Chair, Education Committee, 1979 - 1982
- Member, Residential Appraiser Board, 1994 - 1996
- Vice Chair, Faculty Committee, 1996 - 1997
- Vice Chair, Residential Comprehensive Exam Committee, 1996
- Approved Instructor 1976 to 2007 for Appraisal Institute/  
Society of Real Estate Appraisers

---

## **ALLIED APPRAISAL COMPANY**

7700 BRUSH HILL ROAD  
BURR RIDGE, ILLINOIS 60527  
alliedchicago@gmail.com



(630) 230-0001  
(630) 230-0002 Fax  
(312) 368-8619 Chicago

**Approved  
Instructor:****Appraisal Institute**

<u>Course</u>	<u>Description</u>
110	Appraisal Principles
120	Appraisal Procedures
210	Residential Case Study
410/420/430	Standards of Professional Practice Parts A, B, C
500	Advanced Residential Form Narrative Report Writing
600	Income Valuation of Small Mixed Use Properties

**Taught Appraisal Institute Courses At:**

University of Colorado	De Paul University
Indiana University	University of Chicago
Ohio State University	Arizona State University
University of Wisconsin	Tufts University
University of North Carolina	US Naval Base, Naples, Italy

**Client List:****Financial Institutions**

Amalgamated Bank, American National Bank, Archdiocese of Chicago, Archer Federal Savings and Loan, Associates Relocation, Bell Federal Savings and Loan, Champion Federal Savings and Loan Associations, Citibank Banks, Citicorp Mortgage, Chase Manhattan Bank, Coldwell Banker Relocation, Continental Illinois National Bank and Trust Company of Chicago, Cosmopolitan National Bank, De Paul University, First Security Bank, Gainer Bank, Heritage Bank of Blue Island, Heritage Pullman Bank, Household Bank, Land of Lincoln, Mid American Federal Savings and Loan, Mundelein College, NBD Mortgage Company, Norwest Mortgage, Old Stone Credit, PHH Homeequity Relocation Services, Prudential, Railroadmen's, St. Paul Federal Bank for Savings, Standard Federal Bank, Steel City Bank and Thornridge State Bank.

**ALLIED APPRAISAL COMPANY**

7700 BRUSH HILL ROAD (630) 230-0001  
 BURR RIDGE, ILLINOIS 60527 (630) 230-0002 Fax  
 alliedchicago@gmail.com (312) 368-8619 Chicago





**Corporations**

Amoco, Borden Incorporated, Chicago Title and Trust Company, John Hancock, Mutual Life Insurance Company, Proctor and Gamble, Ralston Purina, Standard Oil Company and Chicago Tribune Company

**Governmental Agencies**

City of Hillside, Cook County, all State of Illinois, Chicago Park District, Circuit Court of Cook County, City of Chicago Department of Housing, Chicago Department of Law, Office of Public Administration of Cook County, Office of the Public Guardian of Cook County, Pleasantdale Park District, Public Building Commission, South Suburban Community College and Water Reclamation Board.

**Other Clients**

Attorneys, Home Transfer Companies, Individuals, Real Estate Brokers and Real Estate Investors.

**Court Experience:**

Qualified and testified as expert witness in courts of Cook and Du Page Counties, both situated in the State of Illinois, the United States District Court and various local zoning boards.

**Appraisal Education:**

**American Institute of Real Estate Appraisers**

<u>Course</u>	<u>Description</u>
	Basic Appraisal Principles, Methods and Techniques
II	Urban Properties
2-3	Standards of Professional Practice
SPP A and B	Standards of Professional Practice
310	Basic Income Capitalization
410	Standards of Professional Practice
420	Standards of Professional Practice - Part B
430	Standards of Professional Practice - Part C
500	Residential Case Study
600	Income Valuation of Small Mixed Use Properties
710	Condemnation Appraising

**ALLIED APPRAISAL COMPANY**

**Society of Real Estate Appraisers**

<u>Course</u>	<u>Description</u>
R-2	Examination
101	Introduction of Appraising Real Property
102	Applied Residential Valuation
	Narrative Report Writing Seminar
	Professional Practice Seminar
201	Principals of Income Property Appraising
202	Applied Income Property Valuation
301	Market and Feasibility Analysis

**Continuing Education:**

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Those designated members who meet the minimum standards of this program are awarded periodic educational certification. As of this date, Robert A. Napoli has completed the requirements of the continuing education of the Appraisal Institute.

**Education:**

Loyola University of Chicago  
Bachelor of Science Degree - 1963

**Awards:**

- Initial Member of the Instructors Hall of Fame/  
Chicago Chapter of the Appraisal Institute.
- Heritage Award For Continuous Dedicated Service/  
Chicago Chapter of the Appraisal Institute
- Mendel High School Hall of Fame
- Man of the Year - 2009 - Friends of Tolentine

**Community Service:**

- Village of Willowbrook:  
Village Trustee, September 1997 to July 2008  
Village President, July 2008 to present
- Member Willowbrook/Burr Ridge Kiwanis Club of America
- Du Page Mayors and Managers Conference
- Southwest Central Dispatch

**ALLIED APPRAISAL COMPANY**

7700 BRUSH HILL ROAD (630) 230-0001  
 BURR RIDGE, ILLINOIS 60527 (630) 230-0002 Fax  
 alliedchicago@gmail.com  f3121 368-8619 Chicago

# CHARLES A. SOUTHCOMB AND ASSOCIATES

## REAL ESTATE APPRAISERS

15 W. JEFFERSON STREET - SUITE 200 - JOLIET, IL 60432

Telephone (815)723-3900 FAX (815)723-3933

Email: [csouthcomb@sbcglobal.net](mailto:csouthcomb@sbcglobal.net)

June 29, 2010

Frank Novotny & Associates, Inc.  
James Cainkar, P.E., P.L.S.  
825 Midway Drive  
Willowbrook, Illinois 60427

RE: Review Appraisal Services  
McCarthy Road, Lemont, IL

Dear Mr. Cainkar,

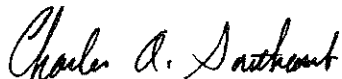
Pursuant to your request, I can complete a review appraisal on the subject property. The review will be prepared to be in compliance with the Illinois Department of Transportation Policy and Procedures Manual and with the Uniform Standards of Professional Practice.

My fee for completion of this assignment is \$500. If this is acceptable please sign a copy of this letter and return it to my office.

If you have any questions or require further information please contact me.

Respectfully Submitted,

CHARLES A. SOUTHCOMB AND ASSOCIATES



Charles A. Southcomb, GAA  
Certified General Real Estate Appraiser  
Certificate number 553.000147

Signed by: \_\_\_\_\_



Date: \_\_\_\_\_

June 29, 2010

Title: \_\_\_\_\_

President

# Village Board

# Agenda Memorandum

Item #

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** James L. Cainkar, P.E., P.L.S.

**subject:** Approval of the Local Agency Amendment No. 1 for Federal Participation  
McCarthy Road (FAU 1587) Improvements  
Section No.: 02-00055-00-WR  
Project No.: HPP M-8003(503)  
Job No.: D-91-190-05

**date:** April 2, 2012

---

## **BACKGROUND**

The Village has applied for and received Federal funds from the Southwest Council of Mayors, for engineering design work for the pavement widening, resurfacing, intersection channelization, traffic control signals with interconnection, and all necessary traffic control and restoration, for McCarthy Road (FAU 1587), west of Derby Road to East of Archer Avenue.

## **PROS/CONS/ALTERNATIVES**

Approval of the Local Agency Amendment No. 1 for Federal Participation with the Illinois Department of Transportation (IDOT) will allow the Village to receive seventy percent (70%) Federal funding for all engineering design costs.

## **RECOMMENDATION**

Approval of Local Agency Amendment No. 1 for Federal Participation by the Village Board.

## **ATTACHMENTS**

- Local Agency Amendment No. 1 for Federal Participation
- Resolution

## **VILLAGE BOARD ACTION REQUIRED**

Approval of the Local Agency Amendment No. 1 for Federal Participation and Resolution.

#05027

**RESOLUTION**  
**RESOLUTION APPROVING LOCAL AGENCY AMENDMENT #1**  
**FOR FEDERAL PARTICIPATION**  
**FOR McCARTHY ROAD, WEST OF DERBY ROAD TO EAST OF ARCHER AVENUE**

**WHEREAS**, the Village of Lemont requires services related to the McCarthy Road (FAU 1587), west of Derby Road to east of Archer Avenue project;

**WHEREAS**, the Village of Lemont has previously entered into a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT). Due to increased engineering design scope and cost, also required is the approval of a Local Agency Amendment No. 1 for Federal Participation, in the total amount of \$241,534 in STU funds, and \$103,515 in Local Agency funds;

**WHEREAS**, the Village Board has authorized the Village President to sign the Local Agency Amendment No. 1 for Federal Participation.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees that the Amendment No. 1 attached hereto as Exhibit A is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

**AYES**                      **NAYS**                      **PASSED**                      **ABSENT**

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

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

Approved by me this **9<sup>th</sup>** day of **April, 2012**.

**Attest:**

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

Approved as to form: \_\_\_\_\_  
**Jeff Stein, Village Attorney**

Date: \_\_\_\_\_



Local Agency Village of Lemont	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input checked="" type="checkbox"/>	RR Force Account <input type="checkbox"/>
Section: 02-00055-00-WR	Fund Type: STU	ITEP Number:		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-190-05	M-8003(503)		

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

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Type of Work	Amended Division of Cost						Total
	STU	%	STATE	%	LA	%	
Participating Construction	( )	( )	( )	( )	( )	( )	
Non-Participating Construction	( )	( )	( )	( )	( )	( )	
Preliminary Engineering	241,534	*	( )	( )	103,515	BAL	345,049
Construction Engineering	( )	( )	( )	( )	( )	( )	
Right of Way	( )	( )	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	( )	
Materials	( )	( )	( )	( )	( )	( )	
TOTAL	\$ 241,534		\$		\$ 103,515		\$ 345,049

\*Maximum FHWA (STU) Participation 70% not to exceed \$241,534.

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

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

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

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

**APPROVED**

Local Agency

Brian K. Reaves

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

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

DUNS Number 007345142

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

**APPROVED**

State of Illinois  
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

# Village Board

# Agenda Memorandum

Item #

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** Ralph Pukula, Director of Public Works

**subject:** Approval of Construction Engineering Services Agreement for Federal Participation  
High Road (FAU 4307) LAPP Resurfacing:  
North of 135th Street (FAU 0282) to 127<sup>th</sup> Street (FAU 3774)  
Section No. 11-00048-00-RS

**date:** March 30, 2012

---

## **BACKGROUND**

The Village has applied for and received Federal funds for LAPP resurfacing with leveling binder and hot-mix asphalt surface course on High Road, north of 135<sup>th</sup> Street to 127<sup>th</sup> Street, including pavement patching and stone shoulder work.

## **PROS/CONS/ALTERNATIVES**

Approval of the Construction Engineering Services Agreement for Federal Participation is necessary for the work to be performed on High Road, north of 135<sup>th</sup> Street to 127<sup>th</sup> Street, and will allow the inspection of the project to proceed in an order manner. The maximum engineering agreement amount is \$47,985.00, with the maximum Village Share being \$14,395.50 (30%).

## **RECOMMENDATION**

Approval of the Construction Engineering Services Agreement for Federal Participation; and Resolution, by the Village Board.

## **ATTACHMENTS**

- Construction Engineering Services Agreement for Federal Participation
- Resolution

## **VILLAGE BOARD ACTION REQUIRED**

Approval of the Construction Engineering Services Agreement for Federal Participation; and Resolution.

**RESOLUTION**  
**RESOLUTION APPROVING CONSTRUCTION ENGINEERING SERVICES AGREEMENT**  
**FOR FEDERAL PARTICIPATION**  
**FOR HIGH ROAD, NORTH OF 135<sup>TH</sup> STREET TO 127<sup>TH</sup> STREET**  
**LAPP RESURFACING PROJECT**

**WHEREAS**, the Village of Lemont requires Construction Engineering Services related to the High Road, north of 135<sup>th</sup> Street to 127<sup>th</sup> Street project;

**WHEREAS**, the Village of Lemont desires to enter into the Construction Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc. and procure seventy percent (70%) Federal Funds for this work;

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

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

Approved by me this 9<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
CHARLENE SMOLLEN, Village Clerk

**A t t e s t:**


\_\_\_\_\_  
BRIAN K. REAVES, Village President

\_\_\_\_\_  
CHARLENE SMOLLEN, Village Clerk

Approved as to form: \_\_\_\_\_  
Jeffrey Stein, Village Attorney

Date: \_\_\_\_\_



Local Agency <b>Village of Lemont</b>	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant <b>Frank Novotny &amp; Associates, Inc.</b>
County <b>Will</b>			Address <b>825 Midway Drive</b>
Section <b>11-00048-00-RS</b>			City <b>Willowbrook</b>
Project No. <b>M-9003(824)</b>			State <b>Illinois</b>
Job No. <b>C-91-565-11</b>			Zip Code <b>60527</b>
Contact Name/Phone/E-mail Address <b>Ben Wehmeier 630-257-1550 bwehmeier@lemont.il.us</b>			Contact Name/Phone/E-mail Address <b>James L. Cainkar, P.L.S., P.E. 630-887-8640 jcainkar@franknovotnyengineering.com</b>

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name High Road Route FAU 4307 Length 0.76 Mi Structure No. N.A

Termini 0.25 miles North of 135<sup>th</sup> Street (FAU 0282) to 127<sup>th</sup> Street (FAU 3774)

Description: Hot-mix asphalt resurfacing with leveling binder and hot-mix asphalt surface course, including necessary pavement patching, and aggregate shoulder restoration.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee  
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation =  $DL + IHDC + OH + FF + SBO$

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Frank Novotny & Associates, Inc.	36-2728920	\$43,922.00
Sub-Consultants:	TIN Number	Agreement Amount
Testing Service Corporation, Inc.	35-0937582	\$4,063.00
	Sub-Consultant Total:	\$4,063.00
	Prime Consultant Total:	\$43,922.00
	Total for all Work:	\$47,985.00

Executed by the LA:

Village of Lemont

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

Charlene M. Smollen Clerk

(SEAL)

By: \_\_\_\_\_

Title: Brian K. Reaves, Mayor

Executed by the ENGINEER:

Frank Novotny & Associates, Inc.

ATTEST:

By: \_\_\_\_\_

Title: John E. Fitzgerald, Secretary

By: \_\_\_\_\_

Title: James L. Cainkar, President

ROUTE: FAU 4307  
 SECTION: 11-00048-00-RS  
 PROJECT: M-9003(824)  
 COUNTY: Will  
 JOB NO: C-91-565-11  
 TYPE OF FUNDING: STP/STU  
 EXISTING STRUCTURE NO.: N/A

**EXHIBIT A - CONSTRUCTION ENGINEERING**  
**FRANK NOVOTNY & ASSOCIATES, INC.**  
 High Road Resurfacing  
 III (Construction)

DATE: 03/28/12  
 COMPLEXITY FACTOR, R = 0

ITEM NO.	ITEM	NUMBER OF MAN HOURS A	PAYROLL RATE B	PAYROLL AMOUNT C	OVERHEAD AND FRINGE BENEFITS 1.99 D	INHOUSE DIRECT COSTS E	SUBTOTAL F	PROFIT 14.50% 1.99 G	SERVICES BY OTHERS * A * H	TOTALS I	PERCENT OF GRAND TOTAL J
1	Reconnaissance	4	\$ 55.00	\$ 220	\$ 438		\$ 658	\$ 95		\$ 753	1.57
2	Survey & Stake-out	16	\$ 40.86	\$ 654	\$ 1,301		\$ 1,955	\$ 283		\$ 2,238	4.66
3	Inspection	142	\$ 49.06	\$ 6,967	\$ 13,863		\$ 20,830	\$ 3,020		\$ 23,850	49.70
4	Measurements	22	\$ 31.35	\$ 690	\$ 1,373		\$ 2,062	\$ 299		\$ 2,361	4.92
5	Documentation	40	\$ 55.03	\$ 2,201	\$ 4,380		\$ 6,582	\$ 954		\$ 7,536	15.71
6	Interpret Plan & Specifications	5	\$ 55.03	\$ 275	\$ 548		\$ 823	\$ 119		\$ 942	1.96
7	Informal Meeting	4	\$ 54.51	\$ 218	\$ 434		\$ 652	\$ 95		\$ 747	1.56
8	Material Testing	8	\$ 52.33	\$ 419	\$ 833		\$ 1,252	\$ 182	\$ 4,063	\$ 5,497	11.45
9	Preparation of Payouts	8	\$ 53.25	\$ 426	\$ 848		\$ 1,274	\$ 185		\$ 1,459	3.04
10	Final Papers & As-Builts	16	\$ 47.49	\$ 760	\$ 1,512		\$ 2,272	\$ 329		\$ 2,601	5.42
<b>TOTALS</b>		<b>265</b>		<b>\$ 12,829</b>	<b>\$ 25,529</b>	<b>\$ -</b>	<b>\$ 38,360</b>	<b>\$ 5,562</b>	<b>\$ 4,063</b>	<b>\$ 47,985</b>	<b>100.00</b>

DESCRIPTION OF SERVICES: \* A \*  
 Testing Service Corporation - QA Testing - See Attached Quotation

Page 6a

ROUTE: FAU 4307  
 SECTION: 11-00048-00-RS  
 PROJECT: M-9003(824)  
 COUNTY: Will  
 JOB NO: C-91-565-11  
 TYPE OF FUNDING: STP/STU  
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - CONSTRUCTION ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: High Road Resurfacing  
 PHASE: III (Construction)

Date: 03/28/12

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 1 Reconnaissance		ITEM 2 Survey & Stake-out		ITEM 3 Inspection	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	58.87	90	52.98	30	17.66	40	23.55
PROJECT ENGINEER	58.87		0.00		0.00		0.00
CIVIL ENGINEER I	38.94		0.00	20	7.79		0.00
SENIOR TECHNICIAN	40.40		0.00		0.00		0.00
INSPECTOR	42.52		0.00		0.00	60	25.51
SURVEYING TECHNICIAN	43.45		0.00	30	13.04		0.00
CAD TECHNICIAN	33.85		0.00		0.00		0.00
GIS TECHNICIAN	20.14	10	2.01		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00	20	2.37		0.00
AVERAGE PAYROLL RATE		100	\$55.00	100	\$40.86	100	\$49.06



ROUTE: FAU 4307  
 SECTION: 11-00048-00-RS  
 PROJECT: M-9003(824)  
 COUNTY: Will

EXHIBIT A - CONSTRUCTION ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: High Road Resurfacing  
 PHASE: III (Construction)

Date: 03/28/12

JOB NO: C-91-565-11  
 TYPE OF FUNDING: STP/STU  
 EXISTING STRUCTURE NO.: N/A

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Measurements		ITEM 5 Documentation		ITEM 6 Interpret Plan & Specifications	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
		%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	58.87		0.00	80	47.10	60	35.32
PROJECT ENGINEER	58.87	10	5.89		0.00	20	11.77
CIVIL ENGINEER I	38.94	15	5.84	10	3.89	10	3.89
SENIOR TECHNICIAN	40.40		0.00	10	4.04	10	4.04
INSPECTOR	42.52	35	14.88		0.00		0.00
SURVEYING TECHNICIAN	43.45		0.00		0.00		0.00
CAD TECHNICIAN	33.85		0.00		0.00		0.00
GIS TECHNICIAN	20.14		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.86	40	4.74		0.00		0.00
AVERAGE PAYROLL RATE		100	\$31.35	100	\$55.03	100	\$55.03

Date: 03/28/12

**EXHIBIT A - CONSTRUCTION ENGINEERING**  
**FRANK NOVOTNY & ASSOCIATES, INC.**  
**PROJECT: High Road Resurfacing**  
**PHASE: III (Construction)**

ROUTE: FAU 4307  
 SECTION: 11-00048-00-RS  
 PROJECT: M-9003(824)  
 COUNTY: Will  
 JOB NO: C-91-565-11  
 TYPE OF FUNDING: STP/STU  
 EXISTING STRUCTURE NO.: N/A

EMPLOYEE CLASSIFICATION	HOURLY SALARY \$	ITEM 7 Informal Meeting		ITEM 8 Material Testing		ITEM 9 Preparation of Payouts	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00	10	7.00		0.00		0.00
PROJECT MANAGER	58.87	50	29.44	30	17.66	70	41.21
PROJECT ENGINEER	58.87	10	5.89	30	17.66		0.00
CIVIL ENGINEER I	38.94	10	3.89		0.00	20	7.79
SENIOR TECHNICIAN	40.40	10	4.04		0.00		0.00
INSPECTOR	42.52	10	4.25	40	17.01	10	4.25
SURVEYING TECHNICIAN	43.45		0.00		0.00		0.00
CAD TECHNICIAN	33.85		0.00		0.00		0.00
GIS TECHNICIAN	20.14		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00		0.00		0.00
<b>AVERAGE PAYROLL RATE</b>		<b>100</b>	<b>\$54.51</b>	<b>100</b>	<b>\$52.33</b>	<b>100</b>	<b>\$53.25</b>

ROUTE: FAU 4307  
 SECTION: 11-00048-00-RS  
 PROJECT: M-9003(824)  
 COUNTY: Will

EXHIBIT A - CONSTRUCTION ENGINEERING  
 FRANK NOVOTNY & ASSOCIATES, INC.  
 PROJECT: High Road Resurfacing  
 PHASE: III (Construction)

Date: 03/28/12

JOB NO: C-91-565-11  
 TYPE OF FUNDING: STP/STU  
 EXISTING STRUCTURE NO.: N/A

EMPLOYEE CLASSIFICATION	HOURLY SALARY \$	ITEM 10 Final Papers & As-Builts		0		0	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	58.87	60	35.32		0.00		0.00
PROJECT ENGINEER	58.87		0.00		0.00		0.00
CIVIL ENGINEER I	38.94		0.00		0.00		0.00
SENIOR TECHNICIAN	40.40		0.00		0.00		0.00
INSPECTOR	42.52		0.00		0.00		0.00
SURVEYING TECHNICIAN	43.45		0.00		0.00		0.00
CAD TECHNICIAN	33.85	30	10.16		0.00		0.00
GIS TECHNICIAN	20.14	10	2.01		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$47.49	0	\$0.00	0	\$0.00





**Prime Consultant**

Name Frank Novotny & Associates, Inc.  
 Address 825 Midway Drive  
 Telephone 630-887-8640  
 TIN Number 36-2728920

**Project Information**

Local Agency Village of Lemont  
 Section Number 11-00048-00-RS  
 Project Number M-9003(824)  
 Job Number C-91-565-11

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

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Testing Service Corp. Inc.	35-0937582	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

TO BE FILLED OUT AFTER THE PROJECT IS COMPLETE

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

\_\_\_\_\_  
 Date

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



*Civil Engineers/  
Municipal Consultants*

# *Frank Novotny & Associates, Inc.*

*825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132*

## **APPENDIX "A" AVERAGE HOURLY PAYROLL RATES**

**Effective Date: January 1, 2012**

<u>PAYROLL CLASSIFICATION</u>	<u>PAYROLL RATE RANGE</u>			<u>AVERAGE PAYROLL RATE</u>
PRINCIPAL	70.00	TO	70.00	70.00
PROJECT MANAGER	58.87	TO	58.87	58.87
PROJECT ENGINEER	58.87	TO	58.87	58.87
CIVIL ENGINEER I	38.94	TO	38.94	38.94
SENIOR TECHNICIAN	35.17	TO	48.06	40.40
INSPECTOR	35.17	TO	58.87	42.52
SURVEYING TECHNICIAN	35.17	TO	58.87	43.45
CAD TECHNICIAN	21.60	TO	38.94	33.85
G.I.S. TECHNICIAN	20.14	TO	20.14	20.14
TECHNICAL ASSISTANT	10.00	TO	15.00	11.86

**VILLAGE OF LEMONT  
SECTION 11-00048-00-RS**

**HIGH ROAD LAPP RESURFACING**

**SCHEDULE**

**PHASE 2 ENGINEERING APPROVED**

**MARCH, 2012**

**PHASE III ENGINEERING AGREEMENT APPROVAL**

**MAY, 2012**

**TARGET LETTING**

**JUNE, 2012**



**TESTING SERVICE CORPORATION**

*Local Office:*

457 E. Gundersen Drive, Carol Stream, IL 60188-2492  
630.653.3920 • Fax 630.653.2726

*Corporate Office:*

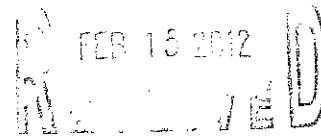
360 S. Main Place, Carol Stream, IL 60188-2404  
630-462-2600 • Fax 630.653.2988

February 13, 2012

Mr. Tim Klass  
Frank Novotny & Associates Inc.  
825 Midway Drive  
Willowbrook, Illinois 60527

RE: P.N. 48,461  
Construction Material Engineering  
High Road - Contract 63704  
Lemont, Illinois

*Frank Novotny & Assoc.*



Dear Mr. Klass:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Frank Novotny & Associates Inc.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.



TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Four Thousand Sixty-Three Dollars (\$4,063.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Frank Novotny & Associates Inc. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2012.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Tim Klass  
Frank Novotny & Associates Inc.  
825 Midway Drive  
Willowbrook, Illinois 60527  
Tel: (630) 887-8640  
Fax: (630) 887-0132  
email: tklass@franknovotnyengineering.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz, P.E.  
Project Manager

JRS:sa

Enc: General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**SCHEDULE OF CHARGES**

**ITEM I    FIELD SERVICES**

A. Material Tester I	Per Hour:	\$ 109.50
B. Material Tester II	Per Hour:	\$ 112.50
C. IDOT QC/QA Level III BIT or PCC	Per Hour:	\$ 112.50
<p>CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.</p> <p>Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.</p>		
D. Transportation, Light Vehicle	Per Mile:	\$ 0.60
E. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 35.00
F. Pickup Concrete Test Samples	Per Trip:	\$ 60.00

**ITEM II    LABORATORY SERVICES**

A. Soils		
1. Compaction Curve to establish the maximum dry unit weight and optimum water content		
a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 175.00
b. Standard( AASHTO T99, ASTM D698)	Each:	\$ 165.00
c. Add for Methods B, C, or D	Each:	\$ 15.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 15.00
b. Unconfined Compressive Strength	Each:	\$ 12.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 16.25
c. Trim End of Specimen When Necessary	Each:	\$ 20.00

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 15.50
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 85.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00

**ITEM III CONSULTATION AND REPORT PREPARATION**

A. Registered Professional Engineer, Principal	Per Hour:	\$ 170.00
B. Registered Professional Engineer	Per Hour:	\$ 130.00
C. Graduate Civil Engineer	Per Hour:	\$ 110.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2012.

### ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Frank Novotny & Associates Inc. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

<b>Earth Excavation/Aggregate Base Course/Trench Backfill</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		165.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
<b>Sub-Total:</b>					<b>\$ 0.00</b>

Estimate Basis:

<b>Portland Cement Concrete/Plant</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		85.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
<b>Sub-Total:</b>					<b>\$ 0.00</b>

Estimate Basis:

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	4.0	109.50	\$ 438.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	50	0.60	\$ 30.00
4	Pickup Test Samples	Each	1	60.00	\$ 60.00
5	Concrete Test Cylinders (6"x 12")	Each	4	16.25	\$ 65.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 593.00

Estimate Basis: One site visit to test and sample concrete placed for driveway pavement.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each		90.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	20.0	109.50	\$ 2,190.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	200	0.60	\$ 120.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	4	35.00	\$ 140.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each	15	40.00	\$ 600.00
Sub-Total:					\$ 3,050.00

Estimate Basis: Four site visits to monitor the compaction of HMA mixes placed for binder, Class D patches, test strip and surface course.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	2	110.00	\$ 220.00
2	QA Manager	Hour	2	100.00	\$ 200.00
Sub-Total:					\$ 420.00

TSC's base fee schedule includes up to three copies of each report.

**Estimated Total:**     \$     4,063.00  
**RECOMMENDED BUDGET:**     \$     4,063.00



# GENERAL CONDITIONS

## Geotechnical and Construction Services

### TESTING SERVICE CORPORATION

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.





**TESTING SERVICE CORPORATION**

**Project Data Sheet**

**General Information:**

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Send Invoice To:**

Purchase Order No: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Important Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Completed By:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribute Reports as Follows:**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

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

**subject:** Approval of the Local Agency Agreement for Federal Participation  
High Road (FAU 4307) LAPP Resurfacing:  
North of 135<sup>th</sup> Street (FAU 0282) to 127<sup>th</sup> Street (FAU 3774)  
Section No. 11-00048-00-RS  
Job No. C-91-565-11  
Project No. M-9003(824)

**date:** April 4, 2012

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**BACKGROUND**

The Village has applied for and received Federal funds for LAPP resurfacing with leveling binder and hot-mix asphalt surface course on High Road, north of 135<sup>th</sup> Street to 127<sup>th</sup> Street, including pavement patching and stone shoulder work.

**PROS/CONS/ALTERNATIVES**

Approval of Local Agency Agreement for Federal Participation is necessary for the work to be performed on High Road, north of 135<sup>th</sup> Street to 127<sup>th</sup> Street, and will allow the project construction work to proceed in an orderly manner.

**RECOMMENDATION**

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

**ATTACHMENTS**

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

**VILLAGE BOARD ACTION REQUIRED**

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

**RESOLUTION**  
**RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION**  
**FOR HIGH ROAD, NORTH OF 135<sup>TH</sup> STREET TO 127<sup>TH</sup> STREET**  
**LAPP RESURFACING PROJECT**

**WHEREAS**, the Village of Lemont requires Construction and Construction Engineering services related to the High Road, north of 135<sup>th</sup> Street to 127<sup>th</sup> Street project;

**WHEREAS**, the Village of Lemont desires to enter into an Local Agency Agreement for Federal Participation and procure seventy percent (70%) Federal Funds for this work;

**WHEREAS**, the Village Board has authorized the Village President to sign the Local Agency Agreement for Federal Participation.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

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

Approved by me this 9<sup>th</sup> day of April, 2012. \_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**A t t e s t:** \_\_\_\_\_  
**BRIAN K. REAVES, Village President**

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

Approved as to form: \_\_\_\_\_  
Jeff Stein, Village Attorney

Date: \_\_\_\_\_



**Illinois Department  
of Transportation**

**Local Agency Agreement  
for Federal Participation**

Local Agency Village of Lemont	State Contract X	Day Labor	Local Contract	RR Force Account
Section 11-00048-00-RS	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-565-11	M-9003(824)				

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

**Location**

Local Name High Road Route FAU 4307 Length 0.76 mile

Termini 0.25 mile north of 135<sup>th</sup> Street to 127<sup>th</sup> Street

Current Jurisdiction LA Existing Structure No N/A

**Project Description**

Resurfacing with leveling binder and Hot-Mix Asphalt surface course including necessary pavement patching and aggregate shoulder restoration.

**Division of Cost**

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	280,000	( * )		( )	120,000	( BAL )	400,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	33,600	( * )		( )	14,400	( BAL )	48,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 313,600</b>		<b>\$</b>		<b>\$ 134,400</b>		<b>\$ 448,000</b>

\*Maximum FHWA (STU) participation 70% not to exceed \$313,600.

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

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

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

**Local Agency Appropriation**

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

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

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

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

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

#### THE STATE AGREES:

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

#### IT IS MUTUALLY AGREED:

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

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**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Local Agency

Brian K. Reaves

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

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

DUNS Number 007345142

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

By: \_\_\_\_\_

(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

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

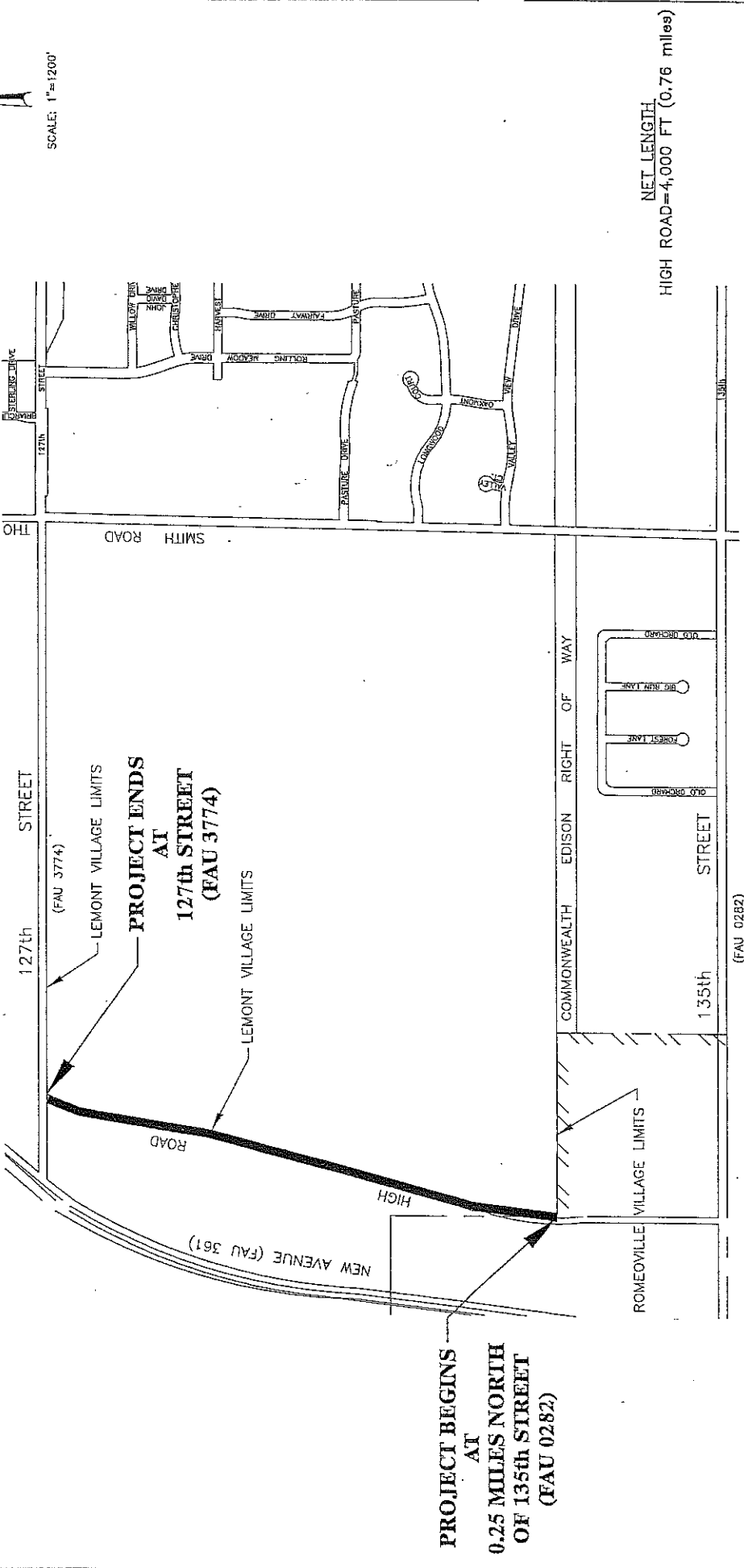


# VILLAGE OF LEMONT, ILLINOIS HIGH ROAD L.A.P.P. RESURFACING

DENOTES  
PROJECT  
LOCATION

## LOCATION MAP

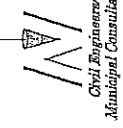
HIGH ROAD - 0.25 MILES NORTH OF 135th STREET (FAU 0282) TO 127th STREET (FAU 3774)



PROJECT BEGINS  
AT  
0.25 MILES NORTH  
OF 135th STREET  
(FAU 0282)

PROJECT ENDS  
AT  
127th STREET  
(FAU 3774)

NET LENGTH  
HIGH ROAD=4,000 FT (0.76 miles)



**Frank Novotny & Associates, Inc.**

826 Midway Drive • Willowbrook, IL • 60097 • Telephone: (630) 887-8640 • Fax: (630) 887-0188  
Illinois Professional Design Firm No. 164-000926

PROJECT

VILLAGE OF LEMONT, ILLINOIS  
HIGH ROAD L.A.P.P. RESURFACING

LOCATION MAP

PROJECT NO. 11025

# Village Board

## Agenda Memorandum

Item #

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To: Mayor & Village Board

From: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Ted Friedley, Village Treasurer

Subject: **A Resolution Approving Standard License and Services Agreement with New World Systems**

Date: April 5, 2012

### **BACKGROUND/HISTORY**

The Village's current 20 year old finance system has severe limitations with handling the increasingly complex nature of governmental accounting, as well as meshing with the other systems the Village utilizes. As a result, the Village Board recently gave authorization to staff to search for a new long-term solution for enterprise software.

In January, The Village issued a Request for Proposal (RFP) for an enterprise-wide finance system that would not only be able to handle the complex nature of fund accounting for finance and administration, but would also encompass all core functions of the Village in one system. The fully functional accounting system would incorporate the following functions of government.

- Finance Applications- General Ledger, A/P, purchasing, fixed assets, payroll, cash receipts, A/R, Budgeting
- Human Resources- Payroll and benefit administration for management and employees to use
- Utility Billing – Including an online component for residents.
- Building Permits and Inspections with customer portal to track these events.
- Community Development – case, land parcel and project management
- Project Accounting- the ability to track and account for individual grants, events, projects
- Request Tracking – citizen requests, FOIA, code enforcement, etc.
- GIS integration with other modules (Permits, requests, code enforcement, etc)
- Public Works application interface- fleet administration, fuel, etc.

The goals of an enterprise system include:

- Decentralized access to the system allowing for department heads to access their own information, hence, elimination of silos of information
- Ease of use and friendly system architecture to encourage all users to access their own information
- Enhanced reporting/dashboards for department heads, management, Village Board, residents
- Customer service for residents – online bill pay, utility account access, request tracking, permit tracking, etc.
- Quality Technology architecture that would allow the business functions to act together and be accessed in our environment and remotely.

Village staff participated in all-day demonstrations from four software firms offering different proprietary solutions for the Village. It was determined by staff that New World offered the best solution for the Village's needs, based on the goals mentioned above. Some of the reasons include the following:

- In its software, New World was able to provide for all the Village requirements within one application. The other firms required working with other third party solutions to achieve the Village goals. This feature allows for easier integration of all the modules and doesn't require third party licensing and hosting.
- New World's Microsoft.net platform provided for the most user friendly architecture to navigate the system. Because the system is built on an "internet explorer-like" platform, the system acts and looks like a typical Microsoft web browser
- New World's Microsoft.net platform allows for seamless integration with the Village's use of Microsoft Office, (outlook email, calendar, contacts, etc)
- New World's true .net architecture (not relying on data intensive databases but merely viewing displayed images of the data similar to an internet browser) provided best solution for Village's network environment (multiple locations connected with low-bandwidth lines). The New World System will be able to be run from the new Police Facility, utilizing its redundant data center in which it was intended when we built the station.
- New World's true.net architecture provided best solution for accessing system remotely and in the field
- New World offered a more robust community development and building permit/inspection application than the other firms. One example is the sophistication of the software allows for tracking of permits/projects that might be associated with multiple parcels, in addition to tracking the history of a project/permit to parcels.
- New World's interface with the Village's document management solution was more robust than the other products demoed.
- New World's citizen relation features were a bit more robust – Citizen request for service, permit tracking, online utility account management, business license tracking, etc.
- As communities in Illinois engage in a similar process, New World has won the contracts for most of these engagements, and the references are generally happy with their product and service.
- New World only provides software for municipalities and maintains one system for all of its users. This specialization allows for research and development to be devoted to its one product, and the Village is entitled to all upgrades they make to their software.

### **Cost Differences**

There are three components of the overall cost: software, implementation and maintenance.

Software – The technology, functionality and ease of use of the software is better than anything on the market for entities like the Village. However, this quality difference also comes with a higher price tag. However over an expected 15-20 year life cycle of the investment, the differences are negligible. In addition, all of the modules being within one system eliminate the need for the Village to purchase software from other vendors to achieve its desired functionality.

Implementation- New World estimates more hours to complete implementation than its competitors. This strategy of more hours increases costs over its competitors. The Village has been able to break up a portion of the implementation hours in a "contingency fund". If the Village is able to finish without using the estimated hours, the Village can either trade in hours for future training or services, or the Village is not obligated to pay out these funds.

Maintenance – Annual maintenance entitles the Village to unlimited support and for users, and it entitles the Village to all upgrades and enhancements to the software as rules/regulations and technology changes. New World’s maintenance is slightly higher than its competitors. However, the Village was able to have the first year waived and the next four flattened out without any CPI increase. With these concessions, the maintenance costs become more in line with its competitors.

**PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

**RECOMMENDATION**

Staff recommends the Board Approve the attached resolution and contract. New World’s solution provides for the best technology and most functionality than all of its competitors and accomplishes all of the Village’s desires for an enterprise solution.

**ATTACHMENTS (IF APPLICABLE)**

1. A Resolution Approving Standard Software License and Services Agreement with New World Systems
2. Standard Software and License Agreement

**SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Motion to Approve Resolution

**Resolution No. \_\_\_\_\_**

**A Resolution Approving Standard Software License and Services Agreement  
with New World Systems**

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

**SECTION ONE:** The Standard Software License and Services Agreement between the Village of Lemont and New World Systems, attached as Exhibit A and incorporated in its entirety, is hereby approved.

**SECTION TWO:** The Mayor and/or Village Administrator are authorized to execute the Standard Software License and Services 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.

**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 April, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
President

ATTEST:

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**CHARLENE M. SMOLLEN**  
Village Clerk



**STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT**

March 28, 2012

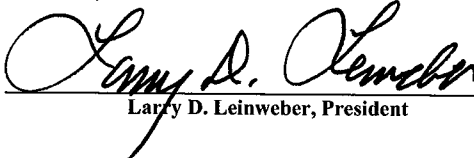
This *Standard Software License and Services Agreement* which includes the attached Exhibits (“this Agreement”) is between New World Systems® Corporation (“New World”), a Michigan Corporation and the Village of Lemont, Illinois (“Customer”). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer. The attached Exhibits include:

- Exhibit AA ..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE
- Exhibit A ..... LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B..... IMPLEMENTATION AND TRAINING SUPPORT SERVICES
- Exhibit C ..... STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D ..... NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E..... DEMONSTRATION SITE DISCOUNT
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE
- Exhibit G ..... CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE
- Exhibit H ..... BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE
- Exhibit I..... DEVELOPMENT SOFTWARE
- Exhibit J ..... INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP SOFTWARE SPECIFICATIONS

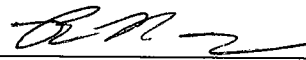
By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.


**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

By:   
Larry D. Leinweber, President

**VILLAGE OF LEMONT, ILLINOIS**  
(Customer)

By:  Village Administrator  
Authorized Signature Title

By:  Assistant Village Administrator  
Authorized Signature Title

Date: 03-29-12

Date: 3-28-12

The “Effective Date” of this Agreement is the latter of the two dates in the above signature block.

## **DEFINITIONS**

The following terms as defined below are used throughout this **Agreement**:

1. **"Authorized Copies":**

Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:

- (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
- (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.

2. **"An Authorized User/Workstation":**

Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

3. **"Computer":**

The .NET Server(s) to be located at:

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

**Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated or replaced, **Customer** shall notify **New World** of the new location in writing prior to the relocation.

4. **"Confidential Information":**

Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

5. **"Customer Liaison":**

A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.

6. **"Delivery of Licensed Standard Software":**

Licensed Standard Software will be delivered in a machine readable form to **Customer** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.

7. **"Development Software":**

Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.

8. **"Hourly Rate":**

As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$140/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.

9. **"Installation of Licensed Standard Software":**

Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:

- (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
- (b) thirty (30) days after delivery of the Licensed Standard Software.

10. **"Licensed Custom Software":**

Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.

11. **"Licensed Documentation":**

**New World** User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).

12. **"Licensed Products":**

The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.

13. **"Licensed Software":**

The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.

14. **"Licensed Standard Software":**

The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.

15. **"SSMA":**

The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.

16. **"Travel Expenses":**

All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses. **Customer** may elect to provide **New World** with favorably negotiated hotel rates.

17. **"Travel Time":**

Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.

18. **"Upgrades":**

Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

## GENERAL TERMS AND CONDITIONS

### 1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
  - (i) Program libraries, either source or object code;
  - (ii) Operating control language;
  - (iii) Test data, sample files, or file layouts;
  - (iv) Program listings; and
  - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

### 2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

### 3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

### 4.0 WARRANTIES

- 4.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.
- 4.3 **New World** warrants, for **Customer's** benefit only, that the items coded yes in the Response to **Customer's** RFP will be met as described in Exhibit J.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. Except as described in Section 4.3 above, **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use



**Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to **New World's** requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) identify the person that has authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. The amounts shall be paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next

annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

#### 8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

#### 9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Illinois Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and shall use the following procedure in the event of a FOIA request:
- (i) Upon receiving a FOIA request, **Customer** shall notify **New World** of such within five (5) days of receipt of the request.
  - (ii) Within five (5) days of receipt of the notice described in Section 9.1 (i), **New World** shall provide **Customer** with **New World's** determination of whether the documents requested are subject to disclosure under FOIA. If **New World** believes that the documents are subject to disclosure, **New World** will provide those documents to **Customer** within five (5) days of receipt of the notice described in Section 9.1 (i). If **New World** believes the information is not subject to disclosure, it shall provide **Customer** with the specific exception under FOIA **New World** believes supports its determination.
  - (iii) Upon receiving **New World's** determination, **Customer** shall then respond to the public records request in compliance with FOIA.
  - (iv) If the requestor challenges **Customer's** determination, then **New World** shall be responsible for defending **Customer** from any damages or remedies sought in FOIA and shall seek any appropriate legal and/or equitable relief to protect against disclosure at its sole cost.
- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
  - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products.
  - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
  - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
  - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

- 9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

#### 10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

**New World's** entire liability and **Customer's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after three attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 Neither party shall be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against a party by any third person, even if the other party has been advised of the possibility of such damages. Either party's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

#### 11.0 *INTEGRATION WITH U.S. COPYRIGHT ACT*

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

#### 12.0 *INDEPENDENT CONTRACTOR*

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

#### 13.0 *INSURANCE REQUIREMENTS*

**New World** shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph. **New World** shall procure said insurance within one business day after the Effective Date.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance

in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

#### 14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.5 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

#### 15.0 TERMINATION

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
  - (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
  - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
  - (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles;
  - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
  - (i) The termination notice shall define the reason for termination;
  - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have fourteen (14) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
  - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
  - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles;
  - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

- 15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement** notwithstanding the **Customer** may seek any damages through Section 14.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

#### 16.0 *PATENT AND TRADEMARK INDEMNIFICATION*

**New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized by this **Agreement**.

#### 17.0 *NOTICES*

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):  
New World Systems Corporation  
888 West Big Beaver, Suite 600  
Troy, Michigan 48084  
Attention: President

#### 18.0 *GENERAL*

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Illinois and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.
- 18.9 This **Agreement** shall not be assignable or transferrable by either party hereto.

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products**

<b><u>DESCRIPTION OF COST</u></b>	<b><u>COST</u></b>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$179,000
1. Licensed Standard Software	\$356,000
2. Less Demonstration Site Discount	(177,000)
B. IMPLEMENTATION SERVICES	173,000
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
C. DEVELOPMENT SOFTWARE	9,000
1. DEVELOPMENT SOFTWARE as further described in Exhibit I	
	<b>ONE TIME PROJECT COST: <u>\$361,000</u></b>
D. TRAVEL EXPENSES (Estimate) – billed as incurred	\$30,000
E. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	
F. BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND/OR CUSTOM SOFTWARE As further described in Exhibit H	\$28,000

**PRICING ASSUMES CONTRACT EXECUTION BY MARCH 30, 2012.**

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

**II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products**

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. LICENSED STANDARD SOFTWARE	\$179,000
1. Amount invoiced upon Effective Date (40%)	\$71,600
2. Amount invoiced 180 days after Effective Date (30%)	53,700
3. Amount invoiced 365 days after Effective Date (30%)	53,700
B. IMPLEMENTATION SERVICES	173,000
1. Amount invoiced upon the Effective Date (25%)	\$43,250
2. Amount invoiced 90 days after the Effective Date (20%)	34,600
3. Amount invoiced 180 days after the Effective Date (20%)	34,600
4. Amount invoiced 365 days after the Effective Date (20%)	34,600
5. Amount invoiced upon project completion or 540 days after the Effective Date, whichever comes first (15%)	25,950
C. DEVELOPMENT SOFTWARE	9,000
1. Amount invoiced upon the Effective Date (50%)	\$4,500
2. Amount invoiced upon delivery of Licensed Software (50%)	4,500
	<b>ONE TIME PAYMENTS</b>
	<b><u>\$361,000</u></b>
D. TRAVEL EXPENSES (*Estimate) (These expenses are billed as incurred)	\$30,000*
1. 25 trips are anticipated	
2. Travel Time for the estimated 25 trips is included in this estimate	
E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C	
F. BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE as further described in Exhibit H	\$28,000

**ALL PAYMENTS SHALL BE PAID IN ACCORDANCE WITH THE ILLINOIS LOCAL GOVERNMENT PROMPT PAYMENT ACT, 50 ILCS 505/1 ET. SEQ.**

***Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.***

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**License Fee for Licensed Standard Software And Documentation Selected By Customer:**

LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup>		
ITEM	DESCRIPTION	INVESTMENT

**FINANCIAL MANAGEMENT**

- 1. Logos.NET Financial Management Base Suite**
  - General Ledger
  - Budget Management
  - Annual Budget Preparation
  - Accounts Payable
  - Revenue/Cash Receipting
  
- 2. Logos.NET Additional Financial Management Software**
  - Asset Management
  - Project Accounting
  - Misc. Billing & Receivables
  - Government (GASB) Reporting
  - Bank Reconciliation
  - Work Orders
  
- 3. Logos.NET Procurement Management Suite**
  - Purchasing Base
  - Contract Accounting

**PAYROLL & HUMAN RESOURCES SUITE**

- 4. Logos.NET Human Resources Management Base Suite**
  - Payroll Processing
  - Personnel Management
  - Position Control
  
- 5. Logos.NET Human Resources**
  - Employee Event Tracking
  
- 6. Logos.NET Benefits Management**
  - Benefits Administration
  
- 7. Logos.NET Additional Payroll & HR Modules**
  - Applicant Tracking
  - Position Budgeting



## UTILITY MANAGEMENT SUITE

8. **Logos.NET Utility Management Software**
  - Water/Sewer/Refuse Base Package
  
9. **Logos.NET Additional Utility Management Modules**
  - Automatic Meter Read (AMR) Interface <sup>5</sup>
  - Meter and Device Inventory
  - Service Order Processing

## COMMUNITY DEVELOPMENT SUITE

10. **Logos.NET Community Development Software**
  - Business Licensing
  - Parcel Management
  - Project Planning
  - Permits
  - Municipal Inspections
  - Code Enforcement
  - Requests for Services Tracking
  
11. **Logos.NET Additional Community Development Modules**
  - GIS Integration <sup>6</sup>
    - Community Development
      - Business Licensing (4 screens)*
      - Parcel Management (7 screens)*
      - Permits (2 screens)*
      - Municipal Inspections (4 screens)*
      - Code Enforcement (3 screens)*
      - Requests for Services Tracking (1 screen)*

## eSUITE<sup>9</sup>

12. **eSuite Base Software**
  
13. **eFinance**
  - ePayments
  
14. **eHR**
  - eEmployee
  - eTimesheets
  - eBenefits Administration
  - eRecruit

**15. eCommunity**

- ePermits
- eLicense
- eRequest

**16. eUtility**

- eUtilities

**BUSINESS ANALYTICS**

**17. Finance Analytics**

- Includes 6 users

**18. Human Resource/Payroll Analytics**

- Includes 6 users

**19. Utility Management Analytics**

- Includes 6 users

**20. Community Development Analytics**

- Includes 6 users

**AUTHORIZED USERS**

**21. Site License for up to 60 Authorized Users <sup>4</sup>**

<b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>	<b>\$356,000</b>
<b>LESS DEMONSTRATION SITE DISCOUNT</b>	<b>(177,000)</b>
<b>TOTAL SOFTWARE LICENSE FEE <sup>1/5</sup></b>	<b>\$179,000</b>

**Note: A Site License is included for this solution. This Site License entitles the Village of Lemont, IL, to 60 users authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the Village of Lemont, IL.**

## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- <sup>2</sup> *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Additional cost per group of 5 for authorized users is \$5,000.*
- <sup>5</sup> *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- <sup>6</sup> *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*
- <sup>7</sup> *Prices assume that all software proposed is licensed.*
- <sup>8</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- <sup>9</sup> *eSUITE Licenses are unlimited and not subject to the number of users defined in Exhibit A.*

**Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES**

**Optional Licensed Standard Software Pricing**

**Customer** may license the following software modules at the indicated current list prices for up to one (1) year from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

<b>LOGOS.NET STANDARD APPLICATION SOFTWARE</b> <sup>1,2,3</sup>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**FINANCIAL MANAGEMENT**

- 1. Logos.NET Additional Financial Management Software**
  - Grant Management
  
- 2. Expanded Revenue Collections**
  - 3rd Party Receivables Interface (Batch)
  - PC Cash Register Interface
  
- 3. Logos.NET Procurement Management Suite**
  - Requisition Processing
  - Inventory Management

**PAYROLL & HUMAN RESOURCES SUITE**

- 4. Logos.NET Human Resources**
  - Personnel Action Processing
  
- 5. Logos.NET Benefits Management**
  - COBRA Billing Administration
  - Workers Compensation Administration

**COMMUNITY DEVELOPMENT SUITE**

- 6. Logos.NET Community Development Software**
  - Animal Licensing
  
- 7. Logos.NET Additional Community Development Modules**
  - GIS Integration<sup>4</sup>
  - Utility Billing
    - Base Package (3 screens)*
    - Meter Inventory (1 screen)*
    - Service Order Processing (4 screens)*
  - Financial Management
    - Asset Management (2 screens)*
    - Work Orders (1 screen)*

## eSUITE

### 8. eFinance - eSupplier

*Note: The above software modules vary in cost from \$4,000 to \$11,000 each. Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.*

## ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- <sup>2</sup> *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*

**EXHIBIT B**  
**PROJECT MANAGEMENT, IMPLEMENTATION AND**  
**TRAINING SUPPORT SERVICES**

**1. Project Management Services**

**New World** shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at **Customer's** location
  - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
  - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 15 months after the Effective Date unless there is delay caused solely by **New World**, then the service fees described in Exhibit AA will cover the completion of the project.

**2. Pre-Configured Logos Licensed Standard Software:**

This **Agreement** is based on installing Licensed Standard Software with a pre-configured implementation plan to execute your project. Through a coordinated effort involving your staff, this approach will streamline and simplify implementation of the proposed applications.

Based on **New World's** experience with other customers of similar size and staffing resources such as yours, the Licensed Standard Software will be installed with portions of the Licensed Standard Software using pre-configured implementation procedures to include:

- some tables and validation sets will be pre-defined
- some files will be pre-defined
- Some optional set-up decisions will be standardized based on best practices for local government

Early in your implementation plan, your **New World** Project Manager will review the standard software components and project plan with your management team. At that time, you may elect to continue with the pre-configured implementation plan or switch to a standard implementation approach. Under the standard approach, the cost of implementation will increase. In summary, **New World** has found the pre-configured implementation plan to be beneficial for agencies of your size that have similar applications to those proposed for your organization.

**3. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **700** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate; unused hours (if any) may be applied to future **New World** projects. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy by **New World**).

**4. Interface Installation Service**

**New World** shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Bank Reconciliation
- b) AMR Interface

**5. Hardware Quality Assurance Service**

**New World** shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard) Environment:  
Hardware Systems Assurance and Software Installation:
  - Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of **New World** Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server and Apply Updates
  - Install New World Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Install Anti-Virus Software and Configure Exclusions
  - Install Automated Backup Software and Configure Backup Routines
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Test High Availability/Disaster Recovery Scenarios (if applicable)
  - Provide Basic System Administrator Training and Knowledge Transfer
  - Document Installation Process and System Configuration

**Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

**6. Additional Services Available**

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).



**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)**

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

**1. SSMA Period**

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software (“Start Date”) and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

**2. Services Included**

**New World** shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer’s request, or for prior releases of New World’s software, then the additional New World maintenance or support services provided shall be billed at the Hourly Rate.**

**4. Billing**

Maintenance costs will be billed annually.

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

**6. Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

**7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)**

**New World** agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

**Annual Maintenance Cost**

Year 1	No charge
Year 2	\$48,000
Year 3	48,000
Year 4	48,000
Year 5	48,000

For a comparable range of services including but not limited to the services provided in Exhibit C, Section 2, **New World** agrees that the increase in the annual maintenance cost for years 6 through 10 shall not exceed 5% per year over the prior year.

**EXHIBIT D**  
**NEW WORLD SYSTEMS CORPORATION**  
**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to the **New World Systems® Corporation (New World)** Licensed Products.

Installed At: **Village of Lemont**  
*Customer Name*

Located At: **418 Main Street**  
**Lemont, IL 60439**

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to the **New World** Licensed Products, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of the **New World** Licensed Products without the expressed written consent of **New World's** President, including without limitation, the following:
  - a) Program Libraries, whether source code or object code;
  - b) Operating Control Language;
  - c) Test or Sample Files;
  - d) Program Listings;
  - e) Record Layouts;
  - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
  
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.
  
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and Approved by New World Systems Corp.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**  
**DEMONSTRATION SITE DISCOUNT**

**New World** has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

**EXHIBIT F**  
**DATA FILE CONVERSION ASSISTANCE**

**New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. **General**

- a) This conversion effort includes data coming from one unique data source, not multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place through reasonable efforts by **Customer** prior to providing the data to **New World**

2. **New World Responsibilities**

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B hours, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
- d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
- f) Up to seven years of historic data will be converted by **New World**.

3. **Customer Responsibilities**

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
- c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
- d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- f) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Hourly Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

**4. Files to be converted**

Up to 1 file is included.

**Utility**

-Utility Information

**EXHIBIT G**  
**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR**  
**CUSTOM SOFTWARE**

**1. Definition of Project**

**New World** will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

- (1) Document Imaging Interface: Enables the user to directly access a 3rd Party Document Imaging application to view scanned documents associated to a transaction or master record. Functionality is currently available in the following areas: Accounts Payable Invoices, Payments (Checks), Revenue Collection Receipts, Journals, Purchase Orders, Requisitions and Employees.
- (2) ePay Interface: A one way user initiated batch process to import journal transactions from a third party system to New World's general ledger.
- (3) Police Tickets Interface: A one way user initiated batch process to import journal transactions from a third party system to New World's general ledger.
- (4) Code Enforcement Interface: A one way user initiated batch process to import journal transactions from a third party system to New World's general ledger.
- (5) Computerized Fleet Analysis Interface: A one way user initiated batch process to import journal transactions from a third party system to New World's general ledger.

*With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.*

**2. Methodology to Provide Enhancements and/or Custom Software**

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
  - Detailed description of the required feature
  - menu samples
  - screen samples
  - report samples
- (3) Programming and programming test.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

(4) On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with <b>Customer</b> Staff. <b>Customer</b> agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to <b>Customer</b> .	To be determined
(3) RD is accepted and signed off by <b>Customer</b> (no programming will be done by <b>New World</b> until the formal sign-off and <b>Customer's</b> authorization to proceed in writing).	To be determined
(4) <b>New World</b> completes programming from RD and provides modified software to <b>Customer</b> .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.



**EXHIBIT H**  
**BUDGET ESTABLISHED FOR CUSTOMER REQUESTED**  
**STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**1. Establish a Budget for Software Enhancements and/or Custom Software**

As described in Exhibit AA, **Customer** has allocated a budget of **\$28,000** to provide customer specific Standard Software Enhancements, Modifications, or Custom Software. **Customer** may elect to proceed by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

**2. Notice to Proceed**

After receiving a written Notice to Proceed by Customer, **New World** will provide **Customer** the requested Standard Software Enhancements and/or Custom Software as specified in the Notice and/or as further discussed below. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 3(b)(1) procedure below.

An analysis and assessment ("Assessment") to confirm the scope of effort for the specified work will be conducted prior to beginning actual programming work on **Customer's** required enhancement(s). If the Assessment exceeds the budget in this Exhibit, at **Customer's** request, **New World** will provide a revised estimate for the modifications/interfaces. Within thirty (30) days of receipt of **New World's** revised estimate, **Customer** shall notify **New World** whether it will proceed with the modifications/interfaces based on the revised estimate by providing **New World** a new Notice to Proceed.

**3. Methodology to Provide Enhancements and/or Custom Software**

a) **Definition of New World's Responsibility**

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in the Assessment above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include a detailed description of the required feature.
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services using Exhibit B rates and fees.

**Exhibit H / BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with <b>Customer</b> Staff. <b>Customer</b> agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to <b>Customer</b> .	To be determined
(3) RD is accepted and signed off by <b>Customer</b> (no programming will be done by <b>New World</b> until the formal sign-off and <b>Customer's</b> authorization to proceed in writing).	To be determined
(4) <b>New World</b> completes programming from RD and provides modified software to <b>Customer</b> .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer**-requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

**EXHIBIT I**  
**DEVELOPMENT SOFTWARE**

The following Development Software modules, when developed, will be delivered to **Customer** as Licensed Standard Software:

**COMMUNITY DEVELOPMENT SUITE**

1. **Logos.NET Community Development Software**
  - Vehicle Licensing (development)

Implementation, training, support services, and SSMA costs are not included in this **Agreement**. SSMA costs will be added to **Customer's** current SSMA fees as described in Exhibit C to this **Agreement**. Implementation, training, and support services associated with the Development Software will be provided at the Hourly Rate.

Payment terms for the Development Software are described in Exhibit AA.

**EXHIBIT J**  
**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP**  
**SOFTWARE SPECIFICATIONS**

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3<sup>rd</sup> Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services hours at the then current hourly rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator

Subject: Resolution Approving Electric Service Agreement with Ameren Energy  
Marketing (Village lift/pump stations and parking garage accounts)

date: April 5, 2012

**BACKGROUND/HISTORY**

The Village's lift stations, wells and parking garage accounts are currently with Exelon Energy and the contracts expire at the end of April. In conjunction with the electrical aggregation work with the Will County Governmental League, the Village has partnered with Dacott Energy Services, Ltd to negotiate the next contract for these accounts. Per the Village's direction, Dacott received quotes from a few firms and found that Ameren Energy provided the most attractive rate. The contract would be for three years and lock in a rate of \$0.04562, an all-in energy price. The Village is currently paying an all-in energy price of .05827. This amounts to a savings of approximately \$45,000 per year among all of the Village's accounts with the new rates.

As an added benefit to the change, Ameren will be able to provide consolidated billing for all of the Village accounts to eliminate the Village receiving individual bills for all the accounts each month.

**PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

The Village will be saving money on its energy costs, as well as administration time with consolidated billing.

**RECOMMENDATION**

Staff recommends entering into a contract with Ameren for the energy accounts.

**ATTACHMENTS (IF APPLICABLE)**

1. Resolution Approving Electric Service Agreement with Ameren Energy Marketing

**SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Motion to Approve Resolution.

**Resolution No. \_\_\_\_\_**

**A Resolution Approving Electric Service Agreement  
with Ameren Energy Marketing**

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

**SECTION ONE:** The Electric Service Agreement between the Village of Lemont and Ameren Energy Marketing, attached as Exhibit A and incorporated in its entirety, is hereby approved.

**SECTION TWO:** The Mayor and/or Village Administrator are authorized to execute the Electric Service 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.

**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 \_\_\_\_\_, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

\_\_\_\_\_  
**BRIAN K. REAVES**  
**President**

ATTEST:

\_\_\_\_\_  
**CHARLENE M. SMOLLEN**  
**Village Clerk**

**1. Review Exhibit A and fill in any blank or incorrect information.**

Please verify with your Accounts Payable department the billing information requested in Exhibit A. This ensures we send your invoices to the correct location and have accurate contact information for your organization.

Customer Notice & Contact Information		
<b>AMEREN ENERGY MARKETING COMPANY</b>		
All Notices & Invoices (weekdays between 7:30 AM and 4:30 PM)		All Notices & Invoices (weekdays between 7:30 AM and 4:30 PM) (Please do not use P.O. Boxes for the Mailing Address)
Attn: Customer Care	Street: 1500 Eastport Plaza Drive	Attn: _____ Street: _____
City, ST & Zip: Collinsville, Illinois 62234	City, ST & Zip: _____	City, ST & Zip: _____
Phone: 888-451-3911, Option 3	Phone: _____	Phone: _____
Fax: 888-354-9837	Fax: _____	Fax: _____
DUNS #: 13-142-0458	DUNS #: _____	DUNS #: _____
Federal Tax ID #: 97-1393583	Federal Tax ID #: _____	Federal Tax ID #: _____
All Invoices should be mailed here, if different from above:		
Outlook: _____		
Atlanta: _____		
State: _____		
City, ST ZIP: _____		
Phone: _____		
Fax: _____		
E-mail: _____		
<b>Send ACH Payments To:</b>	<b>Mail Payments To:</b>	<b>Overnight Delivery:</b>
JP Morgan Chase Bank	Standard Mail:	JP Morgan Chase Bank
for Ameren Energy Marketing General	Ameren Energy Marketing	131 S. Dearborn St., 6 <sup>th</sup> Floor
ABA: 091000113	2932 Halsted Place	Chicago, IL 60603
Account: 771037304	Chicago, IL 60631-1233	
Preferred format is ACH-DEBIT		Attn: Lockbox 2932/Ameren Energy Marketing General

**2. Select your invoice delivery and billing options.**

Read your options carefully to ensure that you have made the appropriate selection and submitted the required information.

If you select **Combined Billing** – you must sign the **Account Agent Designation form** as indicated in Step 3.

CUSTOMER MUST MAKE THESE SELECTIONS TO COMPLETE EXECUTION AND ESTABLISH BILLING (Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have)

Please select **ONLY ONE** Delivery Option to ensure proper delivery of your monthly invoice:

I prefer to receive invoices by mail.

I prefer to receive invoices electronically.

Email 1: \_\_\_\_\_ Email 2: \_\_\_\_\_ Email 3: \_\_\_\_\_

I prefer to receive invoices by mail AND electronically.

Email 1: \_\_\_\_\_ Email 2: \_\_\_\_\_ Email 3: \_\_\_\_\_

Please select **ONLY ONE** Billing Option below: (Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have)

I prefer "Dual Billing" – I will receive a separate invoice for utility service charges and an invoice from AEM for energy supply charges.

I prefer "Combined Billing" – I will receive a single invoice from AEM which includes utility Delivery Service Charges and AEM energy charges.

I have selected a photocopy of the most recent utility DSP bill for all accounts.

\* Note: If Combined Billing is selected, all accounts included in the agreement will be covered from any remaining Budget Billing and Dual Billing for rates set by the utility. Any payment arrangements will be due to the utility. Combined Billing is subject to acceptance by Delivery Service Provider (DSP). If required by DSP, billing system will default to Dual Billing.

Please select **ONLY ONE** Invoice Type: (Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have)

I prefer a "Master" invoice. (If you intend to remit a single payment for all accounts, it is suggested you choose a "Master" invoice)

I prefer an "Individual" invoice. (If you will be remitting separate payments for each account, please choose to receive "Individual" invoices.)

**Example**

**3. Sign ALL signature blocks that are applicable to your agreement.**

- To ensure acceptance of your agreement:
- Sign the last page of Exhibit A
  - Sign the Designation of General Account Agent form, if applicable

**CURRENT CUSTOMERS:** If you are re-signing with AEM, you are not required to sign an Account Agent Designation form, gas utility letter or send a copy of your current invoice to AEM.

By signing After review questions or need additional information, call us toll free at 1-888-451-3911. By your signature below, you are authorized to enter into this Agreement with AEM.

(SIGN HERE)

Signature: X John Doe Date: XXXX/XXXX/XXXX

Print Name: John Doe

Print Title: President

Questions? Call your Sales Representative for assistance.

Sign and return by email or fax all pages of the AEM agreement to:  
**ATTN: AEM Customer Care**  
**Email: [AEMcustomer@ameren.com](mailto:AEMcustomer@ameren.com)**  
**Fax: 888-354-9837**



Customer Notice & Contact Information			
AMEREN ENERGY MARKETING COMPANY		VILLAGE OF LEMONT	
All Notices & Inquiries (weekdays between 7:30 AM and 4:30 PM)		All Notices & Invoices, unless noted otherwise below (Please do not use P. O. Boxes for the Notices Address)	
Attn:	Customer Care	Attn:	<i>to Finance</i>
Street:	1500 Eastport Plaza Drive	Street:	<i>418 Main Street</i>
City, ST & Zip	Collinsville, Illinois 62234	City, ST & Zip	<i>—, — Lemont, IL 60439</i>
Phone:	888-451-3911, Option 3	Phone:	<i>630-257-1550</i>
Fax:	888-354-9837	Fax:	<i>630-257-1598</i>
DUNS #:	13-162-0408	DUNS #:	<i>037044682</i>
Federal Tax ID #:	37-1395583	Federal Tax ID #:	<i>36-6005968</i>
All Invoices should be mailed here, if different from above:			
	Customer:		
	Attention:		
	Street:		
	City, ST ZIP:		
	Phone:		
	Fax:		
	E-mail:		

Send ACH Payments To:	Mail Payments To:	
JP Morgan Chase Bank	<b>Standard Mail:</b>	<b>Overnight Delivery:</b>
for Ameren Energy Marketing General	Ameren Energy Marketing	JP Morgan Chase Bank
ABA: 071000013	23532 Network Place	131 S. Dearborn St., 6 <sup>th</sup> Floor
Account: 771057304	Chicago, IL 60673-1235	Chicago, IL 60603
Preferred format is ACH-CTX.		Attn: Lockbox 23532/Ameren Energy Marketing General

**THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON FRIDAY, MARCH 16, 2012!**  
**THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF AEM.**

TABLE 1: PRICING AND TERM INFORMATION		
Power Price (\$/kWh)	Initial Term Begins	Initial Term Ends
4.562	May 2012	May 2015

ACCOUNT INFORMATION SHEET FOR  
VILLAGE OF LEMONT  
AS OF 03/16/2012

DELIVERY SERVICE PROVIDER	UTILITY ACCOUNT #	BILL GROUP	SERVICE LOCATION
COMED	4643058113	19	1695 ASHBURY DRIVE CHESTNUT XING LIFT, LE IL
COMED	3395113026	19	12163 OAK TREE LANE OAK TREE LIFT, LE IL
COMED	3235123013	19	14411 131ST ST. RUFFLED FEATHERS, LE IL
COMED	3012109011	3	16742 PASTURE DR. LIFT STATION, LE IL
COMED	2739070030	19	1199 ARBOR DRIVE HARPER'S GROVE LIFT, LE IL
COMED	2243082048	19	16190 127TH STREET WELL #5, LE IL
COMED	1843088050	19	13675 MCCARTHY ROAD WELL #6, LE IL
COMED	1827145032	20	12836 S. ARCHER AVENUE KEBPATAW LIFT, LE IL
COMED	1827046114	19	731 HOUSTON STREET WELL #4, LE IL
COMED	1667003028	20	1153 STATE STREET WELL #3, LE IL
COMED	1587115090	3	13488 S. ARCHER AVENUE TARGET-KOHL'S L/S, LE IL
COMED	1535019018	3	310 RIVER ST. GARAGE, LE IL
COMED	0383091085	4	1345 ACORN STREET EAGLE RIDGE LIFT STATION, LE IL
COMED	0227019043	20	12900 WATERFORD DRIVE GLENS OF CONNEMARA, LE IL



**CUSTOMER MUST MAKE THESE ELECTIONS TO COMPLETE EXECUTION AND ESTABLISH BILLING**  
(Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have.)

✓ Please select **ONLY ONE** Delivery Option to ensure proper delivery of your monthly invoice:

I prefer to receive invoices by mail.

I prefer to receive invoices electronically,

Email 1 \_\_\_\_\_ Email 2 \_\_\_\_\_ Email 3 \_\_\_\_\_

I prefer to receive invoices by mail AND electronically:

Email 1 gschafer@lemont.il.us Email 2 invoices@lemont.il.us Email 3 \_\_\_\_\_

✓ Please select **ONLY ONE** Billing Option below: (These options are available regardless of whether you select "Master" or "Individual" Invoicing below.)

I prefer "Dual Billing". (I will receive an invoice from the utility for delivery service charges and an invoice from AEM for energy supply charges.)

I prefer "Combined Billing". (I will receive a combined invoice from AEM which includes utility Delivery Service Charges and AEM energy charges on one invoice.)

I understand the following requirements apply.

I have completed the attached Account Agent Designation Statement form

I have included a photocopy of the most recent utility/DSP bill for all accounts.

\* Note – If Combined Billing is selected, all accounts included in this agreement will be removed from any summary invoicing, Budget Billing, and Direct Debit or Auto Pay with the utility. Any payment arrangements will be due to the utility in full. Combined billing is subject to acceptance by Delivery Service Provider ("DSP"). If rejected by DSP, billing options will default to Dual Billing.

✓ Please select **ONLY ONE** Invoice Type: (Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have.)

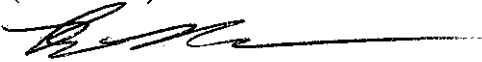
I prefer a "Master" invoice. (If you intend to remit a single payment for all accounts, it is suggested you choose a "Master" invoice.)

I prefer an "Individual" invoice. (If you will be remitting separate payments for each account, please choose to receive "Individual" invoices.)

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

By signing this Exhibit A, Customer authorizes the DSP to enroll Customer's account for retail electric service supply, provided by AEM. After reviewing the Terms and Conditions of Electric Service, please sign below to enroll your electric service with AEM. If you have any questions or need additional information, call us toll free at 1-888-451-3911. By your signature below, you are authorized to enter into this Agreement with AEM.

VILLAGE OF LEMONT  
(SIGN HERE)

Signature:  Date: 3-19-12

Print Name: Ben Wehmeier

Print Title: Village Administrator

Upon execution, the Agreement is binding. Immediately fax a copy of the entire Agreement and all attachments to 1-888-354-9837. Retain a copy for your records. We will forward all necessary documents to the appropriate delivery service provider.

This Electric Service Agreement Terms & Conditions of Electric Service, and Exhibit A (collectively the "Agreement"), by and between Ameren Energy Marketing Company ("AEM") and Customer, hereinafter "Party" or "Parties", applies to Customer's Full Requirement Retail Power and represents the entirety of the Parties' understanding and agreements.

**Eligibility:** This Agreement is only applicable to non-residential accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the DSP and as designated at the time of execution of this Agreement. Customer must return all pages of this signed agreement and a copy of their most recent DSP bill to validate eligibility. AEM reserves the right to not initiate service under this Agreement if, at AEM's sole discretion, it is determined Customer is ineligible for this offer.

**Power Price:** AEM will arrange for delivery of Customer's Full Requirement Retail Power ("Retail Power"). The Power Price noted in Exhibit A includes charges for energy, capacity, PJM network transmission and ancillary services, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the Illinois state mandated Renewable Portfolio Standard requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

**Term:** Retail Power delivery will begin for each account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host utility, with the first available meter reading date of the month noted under Initial Term Begins in Table 1, or as soon as possible thereafter, and ends with the regularly scheduled meter reading date, for the month noted under Initial Term Ends in Table 1, unless Customer and AEM mutually agree to extend the Term of this Agreement in writing. Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that AEM perform an off-cycle switch if account is eligible. If Customer so elects, Customer will receive an off-cycle switching charge on Customer's delivery service invoice from the DSP. **AFTER THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY, TO BE KNOWN AS THE RENEWAL TERM, UNLESS TERMINATED BY EITHER THE CUSTOMER OR AEM IN THE MANNER PRESCRIBED IN THE CHANGES IN TERMS & CONDITIONS AND FINANCIAL RESPONSIBILITY SECTIONS BELOW.**

**Change in Terms & Conditions:** If AEM intends to change any of the terms or conditions of this Agreement for a Renewal Term, including but not limited to Power Price, AEM will provide Customer written notification of those changes no less than 30 days prior to the Renewal Date. The Renewal Date is the date 15 days prior to the conclusion of the Term or Renewal Term, as applicable. Customer shall notify AEM within 10 days after the issuance a notice of change to the terms or conditions, and no later than the Renewal Date, with written notice to AEM of its intent to terminate service under this Agreement. If Customer elects not to continue for the Renewal Term, AEM will return Customer's accounts to DSP service rates effective with the next available meter read date.

**Financial Responsibility:** AEM reserves the right to require a satisfactory credit review of Customer's payment practices prior to commencing service. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments, as determined by AEM in a commercially reasonable manner, when during the Term or a Renewal Term of this Agreement, AEM may terminate this Agreement by 15 calendar days notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within 10 calendar days following termination date.

**Billing and Payment:** AEM's invoice will reflect the Power Price for Retail Power and, if Customer chooses to receive a combined invoice, it shall also include DSP delivery charges. If Customer elects to have AEM provide a combined invoice, including both AEM and DSP charges, Customer must complete, sign, and return the attached DSP "Account Agent Designation Statement" form with the Agreement. Such designation shall remain in effect for the full Term or Renewal Term of this Agreement. AEM reserves the right at all times to terminate the inclusion of DSP delivery charges on a combined invoice without notice if Customer's payment history becomes unsatisfactory in the sole discretion of AEM. Customer must pay each monthly bill in full by the due date, which will not be less than 14 days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If, however, Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the "Act"), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this Section remain the same and are in effect.

**Force Majeure:** If a Party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of transmission and delivery facilities or weather disasters, it will provide written notice to the other Party, and the Party's performance is excused for the duration of the Force Majeure event.

**Limitation of Liability:** DSP CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, AEM WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY DSP OR TRANSMISSION PROVIDER. AEM IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**Change in Law:** If there is a change in law, regulation, applicable tariff, or regulatory interpretation thereof that affects herein during the Term or Renewal Term as determined in the sole discretion of AEM, AEM shall modify those charges to reflect such change, and the modified charges shall appear on the next monthly invoice.

**Dispute Resolution:** In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within 30 days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

**Miscellaneous:** The Parties agree that the laws of the State of Illinois shall govern this Agreement. Customer may not assign this Agreement without the written consent of AEM. The Agreement is a forward contract under applicable bankruptcy laws.



NON-RESIDENTIAL DESIGNATION OF GENERAL ACCOUNT AGENT

As provided for in the tariffs of Commonwealth Edison Company ("ComEd"), Customer hereby designates the following third-party AMEREN ENERGY MARKETING COMPANY to act as Customer's General Account Agent ("General Account Agent") for all purposes in arranging and managing tariffed services provided by ComEd in regard to the Account number(s) listed on the back of this form. ComEd may rely and act on any and all representations and requests made by General Account Agent on behalf of Customer as if made by Customer directly, except that General Account Agent shall not have authority to request that ComEd release prior credit history or disconnect service.

Mail all bills and correspondence to this address:

Ameren Energy Marketing Company

Supervisor of Operations, MC 902

PO Box 66712

St. Louis, MO 63166

General Account Agent contact information:

Contact Name: AEM Customer Care Team

Phone Number: 888-451-3911, opt 3

Fax Number: 888-354-9837

Email: AEMCustomerCare@ameren.com

Customer acknowledges that General Account Agent is an agent of Customer, not of ComEd. Customer acknowledges that ComEd will send all bills and notices, including notices prior to disconnection, to General Account Agent. Customer may or may not receive such notices directly from ComEd in the future. ComEd is not a party to, and shall not be bound by, the agreement(s) between Customer and General Account Agent. The use of a General Account Agent does not amend, modify, or alter ComEd's tariffs or any contracts between ComEd and Customer. General Account Agent has no authority to enter into any agreement on behalf of ComEd or to amend, modify, or alter any of ComEd's tariffs, contracts, or procedures, or to bind ComEd by making any promises, representations, or omissions. This Designation of General Account Agent shall be valid until Customer or General Account Agent provides ComEd with written notice of its termination or until this Designation is otherwise terminated in accordance with ComEd's tariffs.

The designation or use of a General Account Agent does not affect Customer's responsibilities to timely pay ComEd all amounts due and perform and satisfy all other obligations applicable to Customer. Customer shall remain liable to timely pay ComEd for all balances due for services rendered by ComEd and all other balances owed ComEd, even if General Account Agent fails to remit to ComEd amounts paid by Customer to General Account Agent for remittance to ComEd. Customer shall be responsible to protect its interests with General Account Agent. The appointment of General Account Agent shall not give Customer or General Account Agent any additional rights beyond those Customer would have under ComEd's tariffs and any agreements between ComEd and Customer. ComEd shall not be required to perform services for General Account Agent as agent of Customer that ComEd does not perform for Customer.

ComEd will begin processing this Designation of General Account Agent form on the 'Requested ComEd Processing Date'. This may take one to 10 business days.

VILLAGE OF LEMONT

Customer's Name (as it appears on ComEd bill)

3-19-12

Date

[Handwritten Signature]

Signature of ComEd Customer (not agent)

Village Administrator

Title of ComEd Customer Signing this form

ComEd Account Number(s)	For each metered ComEd Account, identify at least one ComEd Meter Number.	Requested ComEd Processing Date
4643058113		May 2012
3395113026		May 2012
3235123013		May 2012
3012109011		May 2012
2739070030		May 2012
2243082048		May 2012
1843088050		May 2012
1827145032		May 2012
1827046114		May 2012
1667003028		May 2012
1587115090		May 2012
1535019018		May 2012
0383091085		May 2012
0227019043		May 2012

Attach additional sheet(s) if needed.

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

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

**subject:** **Smith Farms Subdivision  
Sewer Cleaning & Televising**

**date:** April 4, 2012

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**BACKGROUND**

Three (3) bids were received on April 3, 2012 at 10:00 am for the Smith Farms Subdivision Sewer Cleaning and Televising Project, which work consists of the sewer cleaning and televising of 12-inch, 15, inch, 18-inch, 24-inch and 30-inch diameter storm sewers, and 8-inch diameter sanitary sewer. The low bidder was CTR Systems, Inc., which bid was in the amount of \$9,590.43. The bid was \$4,550.97 (32.18%) below the Engineer's Estimate of \$14,141.00. The work was necessitated by the fact that the developer of Smith Farms Subdivision is unable to finance the completion of the Subdivision work.

**PROS/CONS/ALTERNATIVES**

Award of this bid will have this work completed in a timely and expeditious manner.

**RECOMMENDATION**

Award of the Smith Farms Subdivision Sewer Cleaning and Televising Project to CTR Systems, Inc., based on their bid amount \$9,590.43, pending receipt of Letter of Credit funds from Smith Farms, in the minimum amount of \$13,000.00 to cover the costs of design, construction, and inspection of the work.

**ATTACHMENTS**

- Resolution Authorizing Award of Contract
- Letter of Award Recommendation; and
- Bid Tabulation listing the bid received, including company name, address and amount of bid.

**VILLAGE BOARD ACTION REQUIRED**

Approval of Resolution awarding the contract to CTR Systems, Inc.

RESOLUTION \_\_\_\_\_

**RESOLUTION AUTHORIZING AWARD OF CONTRACT  
FOR THE SMITH FARMS SUBDIVISION  
SEWER CLEANING AND TELEVISIONING PROJECT**

**WHEREAS**, the Village of Lemont requires that the Smith Farms Subdivision Sewer Cleaning and Televisioning Project be completed; and

**WHEREAS**, the Village seeks to utilize the construction firm of CTR Systems, Inc. for such work; and

**WHEREAS** CTR Systems, Inc. submitted a low bid for such work in the amount of \$9,590.43;

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees that the Contract with CTR Systems, Inc. is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 9<sup>th</sup> day of April, 2012.**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

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

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

Approved by me this 9<sup>th</sup> day of April, 2012.

**A t t e s t:**

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

Approved as to form: \_\_\_\_\_

Jeff Stein, Village Attorney

Date: \_\_\_\_\_





# Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/  
Municipal Consultants

April 3, 2012

Mr. Ben Wehmeier  
Administrator  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **Smith Farms Subdivision  
Sewer Cleaning & Televising**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the April 3, 2012 bid opening for the above-captioned project. Three (3) bids were received and tabulated, with one error being found that did not affect the bid order. A summary is as follows:

<b>CTR Systems, Inc.</b> .....	\$	<b>9,590.43</b>
National Power Rodding .....		19,326.58
Conley Excavating .....		27,536.05
Engineer's Estimate .....	\$	14,141.40

The low bid submitted by CTR Systems, Inc., in the amount of \$9,590.43, is \$4,550.97 (32.18%) below the Engineer's Estimate of \$14,141.40. CTR Systems, Inc. is qualified to perform this type of work. We, therefore, recommend that the Contract be awarded to **CTR Systems, Inc., 4350 DiPaolo Center, Suite A, Glenview, IL 60025**, in the amount of **\$9,590.43**.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

**FRANK NOVOTNY & ASSOCIATES, INC.**

James L. Cainkar, P.E., P.L.S.

JLC/dn  
Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Mr. James Brown, Planning & Econ. Development Director, w/Enc.  
Ms. Linda Molitor, Executive Assistant, w/Enc.  
File No. 12105

OWNER: Village of Lemont  
 PROJECT DESCRIPTION: Smith Farms Subdivision  
 Sewer Cleaning & Televising  
 BID OPENING: April 3, 2012 at 10:00 am

PROJECT NO : 12105

Item No	Description	Engineers Estimate		CTR Systems, Inc. 4350 DiPaolo Center, Ste A Glenview, IL 60025 5% Bid Bond		National Power Rodding 2500 W Arthington St. Chicago, IL 60612 5% Bid Bond		Conley Excavating, Inc. 1555 Gramercy Place Morris, IL 60450 5% Bid Bond				
		Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Sewer Cleaning, Light, 12" (RCP)	FOOT	1749	1.00	1,749.00	0.75	1,311.75	0.10	174.90	1.50	2,623.50	
2	Sewer Cleaning, Light, 15" (RCP)	FOOT	637	1.00	637.00	0.75	477.75	0.10	63.70	1.80	1,146.60	
3	Sewer Cleaning, Light, 18" (RCP)	FOOT	180	1.00	180.00	1.10	198.00	0.10	18.00	3.20	576.00	
4	Sewer Cleaning, Light, 24" (RCP)	FOOT	703	1.00	703.00	1.10	773.00	0.10	70.30	2.45	1,722.35	
5	Sewer Cleaning, Light, 30" (RCP)	FOOT	105	1.00	105.00	1.10	115.50	0.10	10.50	4.00	420.00	
6	Sewer Cleaning, Light, 12" (Perf. PVC)	FOOT	1749	1.00	1,749.00	0.75	1,311.75	0.10	174.90	2.60	4,547.40	
7	Sewer Cleaning, Light, 24" (Perf. PVC)	FOOT	703	1.00	703.00	1.10	773.30	0.10	70.30	3.00	2,109.00	
8	Sewer Cleaning, Light, 8" PVC (SDR 26)	FOOT	908	1.00	908.00	0.50	454.00	0.10	90.80	2.50	2,270.00	
9	Sewer Televising	FOOT	6734	1.10	7,407.40	0.62	4,175.08	2.77	18,653.18	1.80	12,121.20	
<b>Totals:</b>					\$	14,141.40	\$	9,590.13	\$	19,326.58	\$	27,536.05
<b>Bid Error Corrections:</b>												
4 Sewer Cleaning, Light, 24" (RCP)							779.30					
Total							9,590.43					
<b>Corrected Totals</b>							9,590.43					
Over / Under							-4,550.97					
Percent							-32.18%					
							19,326.58					
							27,536.05					
							13,394.65					
							94.72%					



Village of Lemont  
*Planning & Economic Development Department*

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

TO: Mayor Reaves #39-12  
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Class 6b resolution of Support – 13555 Main Street

DATE: April 04, 2012

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## **SUMMARY**

M&B Solutions, LLC, the contract purchaser of 13555 Main Street, has requested that the Village adopt a resolution of support for their application for a Class 6b property tax incentive from the Cook County Assessor.

### **Property History**

The subject property has been used for industrial purposes since 1980. The most recent entity to fully occupy the property was Dayton Superior, a division of Symons Corporation. In 2009 Symons declared bankruptcy and vacated the property. Since the bankruptcy, approximately 50% of the property has been vacant. Two tenants currently occupy the space – US-Glulam and Litas. Litas is on a month-to-month tenancy and US-Glulam is expected to be vacating the property on May 01, 2012. Between the two tenants, there are approximately 20 hourly employees.

### **Details of the Request for 13555 Main Street**

The attorney for the contract purchaser states that for 2010, the Assessor applied a 70% vacancy rate to the property, resulting in property taxes of \$35,600 and for 2011 the Assessor has applied a 60% vacancy factor, resulting in \$53,000 in property taxes owed for the property. The contract purchaser has supplied a copy of the real estate sale agreement for the subject property, which reflects a purchase price of \$3 million. If the property is assessed at 10% of \$3 million, then the resulting property taxes would be approximately \$59,400 (based on 2010 tax rate and equalization factor). So, if the property's assessment is based on its proposed sales price, then with the Class 6b the total property tax received would be higher than what is currently being paid. Additionally, the contract purchaser claims that they intend to spend approximately \$200,000 to improve the site, which may further raise the market value of the property.

### **The Contract Purchaser & Proposed Use**

The contract purchaser, M&B Solutions, LLC is an integrated transportation operation, including trucking, truck repair and storage. They propose to use the subject site as a freight transportation terminal, and as their base of operations for all dispatching accounting, and office functions. The truck repair operations will not be relocating to Lemont. The office staff consists of 38 positions, which will all move to Lemont. According to correspondence from the applicant, the majority of these positions have salaries in excess of \$50,000 and at least 15 positions have salaries in excess of \$75,000. The contract purchaser hopes to grow their company to add up to 12 additional positions at this site. The outdoor area on the Lemont site will be used for storage for approximately 25 truck trailers, but the company's primary truck storage facility will remain at their 10 acre facility in Ford Heights, IL.

At the Committee of the Whole meeting, Trustee Sniegowski requested verification of M&B Solutions' claims regarding current number of employees and salaries. Staff is working with M&B Solutions to verify this information prior to the Board meeting.

### **BOARD ACTION**

If the employment verification has been received, vote on the attached resolution. If employment verification has not been received, table any action until the next regularly scheduled meeting.

### **ATTACHMENTS**

1. A Resolution Determining the Appropriateness for Class 6b Status Pursuant to the Cook County Real Property Classification Ordinance as Amended January 1, 2000, for Property Located at 13555 Main Street, in Lemont, IL.

**VILLAGE OF LEMONT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6b  
STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE AS AMENDED JANUARY 1, 2000, FOR  
PROPERTY LOCATED AT 13555 MAIN STREET, LEMONT, ILLINOIS.**

**(M&B Solutions Class 6b)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9<sup>TH</sup> DAY OF APRIL, 2012**

**PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE  
OF LEMONT, COOK, WILL AND DUPAGE  
COUNTIES, ILLINOIS,  
THIS 9<sup>TH</sup> DAY OF APRIL, 2012**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6b  
STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE AS AMENDED JANUARY 1, 2000, FOR  
PROPERTY LOCATED AT 13555 MAIN STREET, LEMONT, ILLINOIS.**

**(M&B Solutions Class 6b)**

**WHEREAS**, M&B Solutions, LLC (hereinafter referred to as “**Applicant**”) is the contract purchaser of the subject property covering approximately 7.43 acres located at 13555 Main Street (PIN# 22-14-300-005); and

**WHEREAS**, the Applicant desires to obtain a real estate tax incentive abatement for its purchase, occupancy, and redevelopment of an approximate 33,400 square foot building located on the subject property; and

**WHEREAS**, the Cook County Real Estate Property Classification Ordinance, as amended, provides for real estate tax incentive abatements for abandoned properties, as defined in the ordinance; and

**WHEREAS**, the Applicant has indicated that a Class 6b incentive is necessary for the redevelopment of the facility to occur; and

**WHEREAS**, the President and Board of Trustees of the Village has reviewed the Applicant’s request to the Village for a resolution supporting a Class 6b application; and

**WHEREAS**, the President and Board of Trustees of the Village has determined that the proposed redevelopment of the facility will increase economic activity in the Village, generate new employment in the Village, and increase the tax base in the Village; and

**WHEREAS**, the President and Board of Trustees of the Village finds the existence of the following special circumstances which justify a finding that the property has been abandoned under the Class 6b Incentive Ordinance, even though it has been vacant for less than 24 months:

- A. Since 2009, the subject property has been only approximately 50% occupied;
- B. The limited occupancy of the subject property has had a negative impact on the property tax revenue that the Village receives from the subject property;
- C. Since 2009, the subject property has been occupied by short-term tenants with little incentive to improve or maintain the property;

D. The Applicant plans to bring approximately 40 employees to the subject property and invest \$200,000 in site and building improvements on the subject property; and

**WHEREAS** the President and Board of Trustees of the Village has determined that it is advisable to, among other things, support and consent to the filing of a Class 6b application by the Applicant;

**NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS:**

**SECTION ONE:** That the President and Board of Trustees of the Village supports and consents to the filing of a Class 6b application by M&B Solutions LLC for property located at 13555 Main Street (PIN# 22-14-300-005).

**SECTION TWO:** That special circumstances exist that warrant the waiver of the twenty-four (24) month vacancy requirement of the Cook County Real Estate Property Classification Ordinance and finding that the subject property is 'abandoned' for the purposes of Class 6b.

**SECTION THREE:** That the President and Board of Trustees of the Village find that the receipt of Class 6b incentives by the Applicant is necessary for the redevelopment of the subject property to occur.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 9<sup>th</sup> DAY OF APRIL, 2012.**

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

**Approved by me this 9<sup>th</sup> day of April, 2012**

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**BRIAN K. REAVES, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**