



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

APRIL 23, 2012 - 7:00 P.M.

AGENDA

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT AGENDA (RC)

A. APPROVAL OF MINUTES

1. APRIL 9, 2012 VILLAGE BOARD

2. APRIL 16, 2012 COMMITTEE OF THE WHOLE

B. APPROVAL OF DISBURSEMENTS

IV. MAYOR'S REPORT

A. PUBLIC HEARING – ANNEXATION AGREEMENT OF TIMBERLINE KNOLLS (MOTION TO OPEN AND CLOSE) (VV)

B. PUBLIC HEARING – ELECTRICAL AGGREGATION (MOTION TO OPEN AND CLOSE) (VV)

C. PROCLAMATION – MUNICIPAL CLERKS WEEK (VV)

D. PROCLAMATION – MAY MOTORCYCLE AWARENESS MONTH (VV)

E. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. CORRESPONDENCE

B. ORDINANCES

1. ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR 40.81 ACRES LOCATED AT 40 TIMBERLINE DRIVE IN LEMONT, ILLINOIS (PLANNING & ED)(STAPLETON)(BROWN/JONES)

2. ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY .72 ACRES LOCATED NEAR THE INTERSECTION OF TIMBERLINE DRIVE AND NEW AVENUE, IN LEMONT, IL (PLANNING & ED)(STAPLETON)(BROWN/JONES)

3. **ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND ZONING MAP AMENDMENT FOR A 40.81 ACRE SITE AT 40 TIMBERLINE DRIVE IN LEMONT, IL
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
4. **ORDINANCE APPROVING THE 3RD AMENDMENT TO FY 11-12 OPERATIONAL BUDGET
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)**
5. **ORDINANCE GRANTING FINAL PLAN/PLAT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT ON A 4.76 ACRE PARCEL LOCATED AT 12660 THORNBERRY DRIVE, IN LEMONT, IL (COURTYARDS OF BRIARCLIFFE)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
6. **ORDINANCE GRANTING A SPECIAL USE TO ALLOW AN ENTERTAINMENT COMPLEX AT 1232 STATE STREET IN LEMONT, IL
(PLANNING & ED)(STAPLETON)(BROWN)**

C. RESOLUTIONS

1. **RESOLUTION AUTHORIZING AGREEMENT TO ENTER INTO A CONTRACT WITH WIGHT CONSTRUCTION, INC.
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**
2. **RESOLUTION APPROVING A PLAT OF DEDICATION FOR PUBLIC ALLEY AND PUBLIC ROADWAY TO THE VILLAGE OF LEMONT, IL
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
3. **RESOLUTION AUTHORIZING AGREEMENT WITH RECEIVABLES MANAGEMENT INC.
(ADMINISTRATION/PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFFER/SHAUGHNESSY)**

- 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
April 9, 2012

The regular meeting of the Lemont Village Board was held on Monday, April 9, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. March 12, 2012 Village Board Meeting.
2. March 19, 2012 Committee of the Whole Meeting

B. Approval of Disbursements

C. Ordinance O-17-12 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Reducing Number of Class C-1 Liquor Licenses)

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

IV. MAYOR'S REPORT

A. Public Hearing – Approval of Budget for Fiscal Year 2012-2013

Motion to open by Chialdikas, seconded by Sniegowski.

No public comments received.

Motion to close by Sniegowski, seconded by Blatzer.

B. Monday, April 30th is the Mayor's Drive for Charity.

C. Unlimited Carrier will be coming to Lemont and employing approximately 38 people. Art Logistics, a freight company will be coming to Lemont at the old Workman's space. A Goodwill store will go into the old Sears building putting 45 people to work. ATI Physical Therapy will be located south of Jewel.

D. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. Correspondence

1. Received notice of a Public Hearing for a special use in C-3 General Service District to operate a General Contracting Business including concrete, carpentry, roofing, landscaping, snow plowing, masonry and sheet metal fabrication by R. Horwath for 10980 Archer. The hearing will take place April 23 at Lemont Township on Warner Ave. at 3:00 p.m.
2. Attended the Municipal Clerks of Illinois Spring seminar in Schaumburg on March 29 & 30th. "Crime-free multi-housing" was an interesting session including things the Village can do before these buildings are built.

B. Ordinances

- 1. Ordinance O-18-12** Adopting the FY 2012-2013 Budget and Capital Improvement Plan. Motion by Sniegowski, seconded by Blatzer, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 2. Ordinance O-19-12** Approving the FY 2012/2013 Annual Fee Ordinance. Motion by Miklos, seconded by Blatzer, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 3. Ordinance O-20-12** Amending Ordinance 725 Establishing a Pay Plan and schedule of Authorized Positions. Motion by Chialdikas, seconded by Miklos, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 4. Ordinance O-21-12** 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. Motion by Chialdikas, seconded by Sniegowski, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 5. Ordinance O-22-12** Authorizing Indemnification with Cog Hill. Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 6. Ordinance O-23-12** Amending Title 9 of the Lemont, Illinois Municipal Code Relating to Vandalism. Motion by Blatzer, seconded by Stapleton, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 7. Ordinance O-24-12** Amending Chapter 10 of the Lemont, Illinois Municipal Code Relating to Administrative and Processing Fee for Impounding of Vehicles. Motion by Miklos, seconded by Chialdikas, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 8. Ordinance O-25-12** 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. Motion by Stapleton, seconded by Virgilio, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 9. Ordinance O-26-12** Approving a Downtown Façade, Sign, and Site Improvement Grant for 312 Canal Street in Lemont, IL. Motion by Stapleton, seconded by Sniegowski, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
- 10. Ordinance O-27-12** Approving a Downtown Façade, Sign, and Site Improvement Grant for 406 Main Street in Lemont, IL. Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.

C. Resolutions

1. **Resolution R-15-12** Approving the 2011 MFT Maintenance Program MFT Documentation. Motion by Miklos, seconded by Virgilio, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
2. **Resolution R-16-12** Approving the 2012 MFT Maintenance Program MFT Documentation. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
3. **Resolution R-17-12** Approving the Preliminary Engineering services Agreement for Federal Participation – Supplement No. 1 for McCarthy Rd., Archer Ave. & Derby Rd. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
4. **Resolution R-18-12** Approving the Local Agency Agreement No. 1 for Federal Participation – McCarty Road Improvements. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
5. **Resolution R-19-12** Approving the Construction Engineering Services Agreement for Federal Participation – High Road LAPP Resurfacing. Motion by Blatzer, seconded by Virgilio, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
6. **Resolution R-20-12** Approving the Local Agency Agreement for Federal Participation – High Road LAPP Resurfacing. Motion by Blatzer, seconded by Virgilio, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
7. **Resolution R-21-12** Approving Standard Software License and Services Agreement with New World Systems. Motion by Stapleton, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
8. **Resolution R-22-12** Approving Electric Service Agreement with Ameren Energy Marketing. Motion by Stapleton, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
9. **Resolution R-23-12** Authorizing Award of Contract for Smith Farms Subdivision Sewer Cleaning and Televising Project. Based on the approval of our attorney based on verification of facts and pending approval of our engineer. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.
10. **Resolution R-24-12** 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. Motion by Stapleton, seconded by Miklos, to adopt said resolution. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

Trustee Virgilio – April 14th is the Recycling Event at the Metra parking lot from 9 a.m. – 1p.m. April 21st is the Heritage Quarries Trail clean-up beginning at 8:00 a.m. Meet at the Heritage Quarries Pavilion on K.A. Steel Road.

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

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, Pending Litigation and Personnel. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; ayes. Motion passed.

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 9:30 p.m. Voice vote: 6 ayes. Motion passed.



Attach to Minutes

ILLINOIS DEPARTMENT OF LABOR

Pat Quinn
Governor

Catherine A. Shannon
Director

June 18, 2009

Sai Di Paolo
C T R Systems, Inc.
4350 Di Paolo Center
Glenview, IL 60025

RE: **NOTICE OF FIRST VIOLATION**
Certified Mail Receipt No.: 7006 2150 0004 5094 0148
Public Body: Village of LaGrange
Project: Televised sewer inspection
IDOL Case No.: 2009-PW-DA12-0664

Dear Sir or Madam:

This letter is formal notice of the determination by the Illinois Department of Labor (IDOL) that the above named contractor or subcontractor has violated the Illinois Prevailing Wage Act (820 ILCS 130/1 et. seq.) (Act). This letter constitutes a Notice of First Violation and is issued by IDOL pursuant to Section 11a of the Act, and the Prevailing Wage Hearing Procedures, 56 Ill. Adm. Code 100.

The Department has determined that the above named contractor or subcontractor has violated the Act in regard to the above referenced project by the following conduct.

The above named contractor or subcontractor has violated Section 3 of the Act by failing to pay the prevailing rate of the wages of Cook County to its workers. The Department has determined that the total amount of wages by which workers were underpaid was \$4407.58. This amount represents the difference between actual wages paid and the amount required under the Act. The assessed 20% statutory penalty amounted to \$881.51. The total amount assessed against the contractor or contractor on this project was \$5289.09. Although the Department has received payment of these amounts, the violations found during our investigation require the issuance of a First Notice of Violation.

If the Department determines that the above named contractor or subcontractor has committed a second violation of the Act within five (5) years of the date of a Notice of First Violation, the contractor or subcontractor will be subject to a summary debarment for a period of four (4) years, during which time they shall not be awarded any contracts for public works. Upon issuance of a Notice of Second Violation, the above named contractor or subcontractor they has the right to request a hearing to contest the violations underlying the Notices of First and Second Violations, pursuant to Section 11a of the Act and the Prevailing Wage Hearing Procedures. A hearing is NOT available solely upon Notice of First Violation

Sincerely,
Catherine M. Shannon
Catherine Shannon
Director

MICHAEL A BILANDIC BUILDING
160 NORTH LASALLE, SUITE C-1300
CHICAGO, ILLINOIS 60601-3150
(312) 793-2800
Fax (312) 793-5257

ONE WEST OLD STATE CAPITOL PLAZA
3RD FLOOR
SPRINGFIELD, ILLINOIS 62701
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REGIONAL OFFICE BUILDING
2309 WEST MAIN STREET, SUITE 115
MARION, ILLINOIS 62959
(618) 993-7090
Fax (618) 993-7258



ILLINOIS DEPARTMENT OF LABOR
Prevailing Wage Department

Pat Quinn
Governor

April 28, 2009

Catherine M. Shannon
Director

Re: C.T.R. SYSTEMS, INC.
PROJECT: TELEVISED SEWER INSPECTION FOR THE VILLAGE
OF LAGRANGE.
IDOL Case No.: 2009-PW-DA12-0664

Dear Sir or Madam:

The Illinois Prevailing Wage Act investigation of the above-mentioned project has been completed.

Based upon our investigation, the determination of this case is:

- The Company was in compliance with paying the proper Prevailing Wages.
 The Company was not paying prevailing wage. An audit was conducted and the workers have received the calculated back wage amounts. Back wage(s) collected \$4407.58, penalty collected \$881.51.

Other:

At this time our investigation is complete and the department has closed this case.

Sincerely,

Thomas D. Whalen
Division Manager
Prevailing Wage Department
Illinois Department of Labor
#1 West Old State Capitol Plaza 3rd FL
Springfield, Illinois 62701
217-782-1710

MICHAEL A. BLANDIC BUILDING
160 NORTH LASALLE, SUITE C-1300
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ILLINOIS DEPARTMENT OF LABOR
Prevailing Wage Department

Pat Quinn
Governor

July 20, 2009

Catherine M. Shannon
Director

Re: C.T.R. SYSTEMS, INC.
PROJECT: SEWER REHABILITATION #09-38, 2008 CIPP
SPOT LINE SEWER REHAB - EVANSTON, IL.
IDOL Case No.: 2009-PW-DA06-1015

Dear Sir or Madam:

The Illinois Prevailing Wage Act investigation of the above-mentioned project has been completed.

Based upon our investigation, the determination of this case is:

- The Company was in compliance with paying the proper Prevailing Wages.
- The Company was not paying prevailing wage. An audit was conducted and the workers have received the calculated back wage amounts. Back wage(s) collected \$1834.68, penalty collected \$366.93.

Other:

At this time our investigation is complete and the department has closed this case.

Sincerely,

Thomas D. Whalen
Division Manager
Prevailing Wage Department
Illinois Department of Labor
#1 West Old State Capitol Plaza 3rd Fl.
Springfield, Illinois 62701
217-782-1710

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ILLINOIS DEPARTMENT OF LABOR
Prevailing Wage Department

Pat Quinn
Governor

October 6, 2009

Catherine M. Shannon
Director

Re: CHICAGOLAND TRENCHLESS REHABILITATION, INC.
PROJECT: 06-05-20 PROJECT 759 CLEANING & DYED WATER
FLOODING STORM SEWERS VILLAGE GLENVIEW.
IDOL Case No.: 2010-PW-DA08-0207

Dear Sir or Madam:

The Illinois Prevailing Wage Act investigation of the above-mentioned project has been completed.

Based upon our investigation, the determination of this case is:

- The Company was in compliance with paying the proper Prevailing Wages.
- The Company was not paying prevailing wage. An audit was conducted and the workers have received the calculated back wage amounts. Back wage(s) collected \$1227.52, penalty collected \$245.50.
- Other:

At this time our investigation is complete and the department has closed this case.

Sincerely,

Thomas D. Whalen
Division Manager
Prevailing Wage Department
Illinois Department of Labor
#1 West Old State Capitol Plaza 3rd FL.
Springfield, Illinois 62701
217-782-1710

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Fax: (618) 993-7258



Pat Quinn
Governor
October 6, 2009

ILLINOIS DEPARTMENT OF LABOR
Prevailing Wage Department

Catherine M. Shannon
Director

Re: CHICAGOLAND TRENCHLESS REHABILITATION, INC.
PROJECT: 2006 TELEVISION PROGRAM (SEWER CLEANING)
FOR THE VILLAGE OF GLENVIEW, IL
IDOL Case No.: 2010-PW-DA08-0206

Dear Sir or Madam:

The Illinois Prevailing Wage Act investigation of the above-mentioned project has been completed.

Based upon our investigation, the determination of this case is:

- The Company was in compliance with paying the proper Prevailing Wages.
- The Company was not paying prevailing wage. An audit was conducted and the workers have received the calculated back wage amounts. Back wage(s) collected \$2113.25, penalty collected \$422.65.

Other:

At this time our investigation is complete and the department has closed this case.

Sincerely,

Thomas D. Whalen
Division Manager
Prevailing Wage Department
Illinois Department of Labor
#1 West Old State Capitol Plaza 3rd FL
Springfield, Illinois 62701
217-782-1710

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ILLINOIS DEPARTMENT OF LABOR
Prevailing Wage Department

Pat Quinn
Governor

October 7, 2009

Catherine M. Shannon
Director

Re: CHICAGOLAND TRENCHLESS REHABILITATION, INC.
PROJECT: 2007 TELEVISIONING PROGRAM (SEWER CLEANING)
FOR THE VILLAGE OF GLENVIEW, IL
IDOL Case No.: 2010-PW-DA08-0205

Dear Sir or Madam:

The Illinois Prevailing Wage Act investigation of the above-mentioned project has been completed.

Based upon our investigation, the determination of this case is:

- The Company was in compliance with paying the proper Prevailing Wages.
- The Company was not paying prevailing wage. An audit was conducted and the workers have received the calculated back wage amounts. Back wage(s) collected \$1465.93, penalty collected \$293.18.
- Other:

At this time our investigation is complete and the department has closed this case.

Sincerely,

Thomas D. Whalen
Division Manager
Prevailing Wage Department
Illinois Department of Labor
#1 West Old State Capitol Plaza 3rd FL.
Springfield, Illinois 62701
217-782-1710

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Committee of the Whole
April 16, 2012
7:00 p.m.

A Meeting of the Village of Lemont Committee of the Whole was held on Monday April 16, 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 and Cliff Miklos. Trustee Blatzer arrived at 7:02 and Trustee Virgilio arrived at 7:07 PM. Trustee Sniegowski was not present.

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

DISCUSSION ITEMS

Discussion of Electrical Aggregation

Mr. Wehmeier gave a brief presentation on the electrical aggregation process. The aggregation process allows for the Village to pool all of the residential and small commercial accounts to collectively bid and achieve better rates. To further increase this buying power, the Village is also working with the Will County Governmental League to pool the 17 communities' accounts as well. The Village is required to hold 2 public hearings and pass a governance plan and aggregation ordinance. The first hearing is being held in Woodridge and at Village Hall at time of this meeting. The second hearing would be in front of the Village Board at the April 23rd Village Board Meeting. As part of the process, Mr. Wehmeier went over the bidding process, the operation of the group, and other related information. The documents are also available on the Village website. The next milestone dates will be action on these items at the May 14th Village Board Meeting, an RFP process beginning in June and opt out notices to be sent out to residents in July. At this time, all residents will be opted into the program unless they specify otherwise. Trustee Blatzer asked about the number of firms that will bid, the answer is likely 6 firms that meet the criteria. Trustee Stapleton asked how many homes would be included as part of the Will County group and the answer is approximately 171,000. There are no downsides to the program, if the ComEd supplied rate becomes cheaper, the firm must match that rate and/or cancel contract. There was a question from the audience on consulting fees. Mayor Reaves stated that the amount the consultant could earn is capped and there are no other fees associated. The fees would be included with the overall rates. There was no other discussion on the topic. The items would be up for approval at the May 14th Village Board Meeting.

Discussion of Night Blue Clubs Special Use

Petitioners on behalf of the Night Blue Performing Arts Company have applied for a special use for an entertainment complex in the Jewel Plaza. Staff and the Planning and Zoning Commission recommended approval of the use. The petitioners stated that they were shooting for a June opening. The Board seemed in favor of the request; there was no further discussion on the topic. The item would be up for formal approval at a future Board Meeting.

Discussion of UDO Amendments

Mr. Brown gave a presentation on proposed amendments to the Unified Development Ordinance. Annually amendments are necessary to keep the document up to date. A public hearing was held in front of the Planning & Zoning Commission in which all amendments except 2 were recommended by the Board. There were a number of definition changes that were recommended; the Board had no issue with these changes. One of the recommendations not recommended by the P&Z Commission was the text amendment to change freight transportation terminal from a special use to a prohibited use in the M-2 District. The Mayor stated that he wants to be able to review all of the transportation related uses as they come in. Another change was the chapter on impact fees adding a provision for Fire Protection District fees. Currently the Village negotiates these fees but doesn't have any provision in the code. Another recommendation was the elimination and/or revision of the Village's current anti-monotony code. The current code is not effective and is rather subjective. After much discussion the Board agreed to simplify these provisions. Another discussion topic was architectural review standards for buildings. There were a few products that were listed as prohibited including some of the non-stone materials. These and other changes were recommended by the Planning & Zoning Commission. Other discussion topics included a recommendation from the Planning & Zoning Commission to require a tapering off of a driveway when leading to a three car garage. The Mayor stated that he would want current homes to be grandfathered in when the driveway needs to be redone. Another topic of concern was requests for a second detached garage on properties. The Mayor stated that this should be a variation so the Board can review each case. There were some other changes to the M-3 Zoning District regarding transportation uses recommended by the Board, but these items would have to be re-noticed and taken in front of the Planning & Zoning Commission since they were not part of the original hearing. Discussion was closed on the matter; the items would be in front of the Village Board at a future Board Meeting.

Discussion of Courtyards of Briarcliff – Final PUD

MI Homes of Chicago recently purchased approximately 4.8 acres of territory previously approved for the Courtyards of Briarcliff town home development. They are submitting the final plat for review and approval by the Village Board. The Village Board has seen most updates to the project and there should be nothing new or changed since the last time the Board reviewed the project. There were some minor shifting of footprints and other minor changes including enhanced landscaping, but nothing substantial. Both staff and the Planning & Zoning Commission recommend approval of the final plat of subdivision. There was limited discussion on the topic; the item would be in front of the Village Board at a future meeting.

Discussion of Active Transportation Plan

The Mayor started off the discussion on the active transportation plan by stating that some of the other Mayors that have gone through the Active Transportation Plan process have been disappointed with the

process for a number of reasons. From initial review the Mayors feel that the costs that relate to a plan of this nature are unattainable and not feasible, especially as the Village's have needs to replace existing older infrastructure. The goal in the discussion is to see what the Village can accomplish with this type of plan without tying itself to these improvements or substantial costs in the future. With that introduction, Mrs. Jones went through the plan and solicited comments regarding some of the items. The purpose of the plan is to communicate the Village's goals to other agencies in terms of transportation projects. It is particularly useful when applying for grants. The Village received public input via a couple of public input sessions. The plan goes over intersection improvements, pedestrian improvements, bike improvements and transit improvements. It also looks at key destinations and corridors for these improvements. In addition to these sections there is a policy recommendations portion of the plan. These policies include implementation of the complete streets policies, a snow clearing ordinance, a bike plan parking ordinance. It was decided that the snow clearing ordinance recommendations would be taken out of the plan due to feasibility of its enforcement. The plan also makes recommendations for updates to the UDO. Some of these changes include reducing parking restrictions to encourage buildings being closer to the street. It was decided that this not be included as the UDO adequately addresses these issues. Other recommendations would be to increase pedestrian connectivity for new developments. It was also a recommendation to reduce lot sizes. This will likely not be included since the UDO and comp plan will likely adequately address these recommendations. Some other recommendations include a long-term ADA transition plan and a quiz being included with vehicle sticker permits. The quiz recommendation would be taken out per input from the Board. Another recommendation from the plan would be for an active transportation plan committee be put together to give input associated with the plan going forward. Their duties would be clearly defined. One concern from the Board would be if larger projects were being held up by a committee of this nature. The duties can be further defined at a future time to ensure this doesn't happen. Another concern would be staff time to work with a group like this, and one recommendation from the Board would be to have the Park District take on this endeavor. Mr. Brown closed by stating that there is citizen interest in this plan to enhance pedestrian safety and bike safety for the Village. In addition, one of Lemont's unique characteristics is its available recreation and a plan like this could enhance this. The plan does not require the Village to do anything, but only serves as a guide to consider for future projects. Trustee Blatzer reiterated that she doesn't want the Village's projects to be tied to this plan or have requirements the Village must follow because of the plan. She also stated that she doesn't want to be accused of not following the plan if the Village is unable to. Mayor Reaves stated that the plan could be used when updating the comprehensive plan. Trustee Virgilio reiterated that the plan allows for guidance in the future if funds were available to make improvements. There was some general discussion on bike lanes through Timberline and Covington Drive. It was debated whether or not there would be adequate right of way to do this without losing parking. Staff would be looking at this and presenting options to the Village Board at future meetings. The item would likely be up for approval at a future Board Meeting with the modifications indicated by the Board.

Discussion of FY 11-12 Final Budget Amendment

Mr. Wehmeier went through the final budget amendment to the FY 11-12 budget. Highlights include and update to state shared revenue as the village's income tax receipts are showing to be slightly higher than expected. License and permits are reduced to \$32k due to lower building permit activity. Fines increased by \$30k, charges for service reduced \$2500 and some other minor changes. Overall, revenue should be coming in at about 9.5 million. There were also some minor changes to expenditures including increase in fuel. Overall, total general fund expenditure is expected to be around \$8.556 million. Over 900k will be moved to fund balance from this year's budget. Other changes include the addition of the Village Hall renovation fund and some expenses relating to the renovation this fiscal year. Discussion closed.

UNFINISHED BUSINESS

Mayor Reaves had some questions for Code Enforcement regarding monitoring of certain distressed properties in town. Mr. LaChappell stated that he has received letters from the banks on these properties saying that the lawn would be cut bi-weekly. If this is not done, the Village will have the grass cut and charge back the bank. Staff would be looking at these properties more closely in the future for violations and other nuisance issues.

NEW BUSINESS

None.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 9:30 PM

SYS DATE:04/19/12

VILLAGE OF LEMONT

SYS TIME:11:04

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

[NW1]

REGISTER # 416

DATE: 04/23/12

Monday April 23,2012

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 AMALGAMATED BANK OF CHICAGO	12-04-01	17-00-56950	SERIES 2005A FEE	535.00	535.00
01 A BEEP LLC	47569	10-20-52600	RADIOS,SPKRS	1817.18	1817.18
01 ACCURINT	20120331	10-20-60110	SEARCHES	83.00	83.00
01 AVAYA FINANCIAL SERVICES	21217123	10-20-70100	PHONE SYSTEM	834.97	834.97
01 AMAUDIT	569	22-05-54400	CONTINGENCY	561.84	62.07
	569	10-90-53900	CONTINGENCY		469.38
	569	10-15-53000	CONTINGENCY		30.39
01 AMERIDREAM FENCE & DECK	12-04-11	10-00-20001	REF CIT #04198	250.00	250.00
01 AVALON PETROLEUM COMPANY	548788	10-17-61500	UNLEADED	4152.44	4152.44
01 AIR 1 WIRELESS	AIR10IN4463	10-90-53900	ACCESSORIES	42.49	42.49
01 BRANIFF COMMUNICATIONS INC	0024724	10-60-70200	SCHULTZ&HSTN SIRE	40610.56	17823.12
	0024725	10-60-70200	115TH&BELL SIREN		2990.00
	0024726	10-60-70200	RLNG MDW DR SIREN		9898.72
	0024727	10-60-70200	131ST 7 RED COAT		9898.72
01 BRISTOL HOSE & FITTING	00292940	10-17-61100	PARTS #1815	491.71	491.71
01 TINA BIANCOFIORI	12-04-13	75-00-20005	355, 550, 752	137.00	137.00
01 KATHY BROCKETT	12-05-11	10-20-52100	S DOEBERT RTRMNT	25.00	25.00
01 BATTERY SERVICE CORPORATION	220092	10-17-61100	PARTS	121.99	88.49
	220151	10-17-61100	PARTS		33.50
01 BURRIS EQUIPMENT CO	PS67680	10-17-61100	PARTS #1815	362.43	362.43
01 MICHAEL CAGLE	12-04-03	10-20-52100	ISPA TRAINING	405.15	405.15
01 CALEA	07760	10-20-53550	ANNUAL FEE	4065.00	4065.00
01 COMCAST CABLE	12/04-2700	10-35-57515	CABLE/INTERNET	239.57	101.55
	12/04-9805	80-00-70100	CABLE/INTERNET		138.02
01 COOK COUNTY HIGHWAY DEPT	2012-01	10-15-57400	TIMBERLINE DR SGN	724.50	724.50
01 CLOSED CIRCUIT INNOVATIONS	4965	75-00-57000	ML CAMERAS	730.00	325.00
	4965	72-00-57000	PG CAMERAS		200.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	4965	80-00-70100	VH CAMERAS		205.00
01 CINTAS DOCUMENT MANAGEMENT				153.25	
DD25143271		10-35-57515	DOC SHREDDING		153.25
01 CDW GOVERNMENT LLC				976.50	
J366426		80-00-70100	PROJECTER PARTS		976.50
01 COMED				204.37	
12-04-0229		10-15-53000	ATHEN KNOLL		25.01
12/04-2063		10-15-53000	K A STEEL PATH		25.95
12/04-3016		40-00-53000	HOUSTON, SCHULTZ		16.96
12/04-7033		40-00-53000	BELL RD, MAIN ST		136.45
01 CHIPAIN'S FINER FOODS				23.15	
12-04-15		10-15-60100	MISC GROCERY		23.15
01 CHASE				6587.39	
030212-040112		10-05-52100	ICSC,SWCM,WCGL,		4692.55
030212-040112		10-10-52100	WCGL		100.00
030212-040112		10-10-52300	FEDEX		9.20
030212-040112		10-15-60900	SHRWN WM,HM DEP		1113.05
030212-040112		10-20-52100	CHIEF'S MTG		337.02
030212-040112		10-60-52600	WEATHERTAP		275.09
030212-040112		10-90-60601	EMMA FEES		15.00
030212-040112		80-00-70100	GO DADDY REGIS		45.48
01 CASE LOTS INC				303.35	
039151		10-10-60100	COFFEE		69.80
039414		10-35-61015	PAPER TOWEL		233.55
01 CAREY C COSENTINO, PC				1500.00	
APR2012		10-90-56430	APR 2012 SVCS		1500.00
01 CHIEF SUPPLY CORPORATION				137.59	
475490		10-20-61200	FIRST AID		137.59
01 CITY UTILITY EQUIPMENT SALES &				450.00	
308600		10-17-57000	TRUCK INSP		450.00
01 CIVIC PLUS				1102.50	
97657		80-00-70100	WEBSITE MAY-JUL		1102.50
01 DUPAGE OVERHEAD GARAGE DOORS				1250.00	
VOL041312		10-15-57000	OPTICAL SENSORS		1250.00
01 DUSTCATCHERS, INC.				74.73	
36556		10-35-57500	FLOOR MATS		74.73
01 EHLERS & ASSOCIATES INC				4500.00	
344451		17-00-56100	DOWNTOWN TIF		1500.00
344451		30-00-56100	CANAL TIF		1500.00
344451		34-00-56100	GATEWAY TIF		1500.00
01 ELITE TRANSMISSION				1902.00	
7712		10-17-57000	08 CROWN VIC #081		1902.00
01 EMERGENCY VEHICLE TECHNOLOGIES				1694.70	
1892		10-20-57000	02-1		1694.70
01 EXELON ENERGY INC				22261.86	
100367700300		22-10-54150	RUFFLED FTHRS		269.69
100367800300		22-10-54150	CHESTNUT CROSSING		155.94

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	100367900300	22-10-54150	HARPER'S GROVE	128.33	
	100368100300	22-05-54400	WELL #6	457.37	
	100397100310	22-10-54150	TARGET-KOHL'S	100.48	
	100523800300	22-10-54150	KEEPATAW TRAILS	148.41	
	100523900300	22-05-54400	WELL #5	11679.54	
	100524000310	22-05-54400	WELL #4	5207.35	
	100539200300	22-10-54150	GLENNS OF CONNEMA	132.83	
	100589700300	22-10-54150	EAGLE RIDGE	146.76	
	100673200300	72-00-57450	310 RIVER ST	731.55	
	200941100120	40-00-53000	16742 PASTURE DR	28.96	
	201410600020	40-00-53000	55 STEPHEN	116.22	
	201410700020	40-00-53000	NEW AVE, MAIN ST	252.19	
	201410800020	40-00-53000	47 STEPHEN	31.83	
	201410900020	40-00-53000	44 STEPHEN	51.13	
	201411000010	40-00-53000	ED BOSSERT DR	26.54	
	201411100010	40-00-53000	STEPHEN ST,SANI C	22.40	
	201411200010	40-00-53000	164 E PEIFFER	148.59	
	201411300010	40-00-53000	1080 NORWALK RD	1844.25	
	201411400020	10-15-53000	411 SINGER	221.14	
	201411500010	40-00-53000	STEPHEN ST, ALLEY	360.36	
01 WRIGHT EXPRESS FSC				312.74	
28999060		10-17-61500	MAR 2012		312.74
01 FRANK NOVOTNY & ASSOCIATES INC				10909.36	
04108-1		10-15-56300	LIMESTONE	389.96	
04151-13		10-30-56300	KRYSTYNA'S CRSSNG	146.00	
05382-14		10-30-56300	GLENS OF CONNEMAR	73.00	
05413-6		10-30-56300	WOODGLEN	513.00	
05462-9		10-15-56400	GLEN OAKS ESTATES	753.75	
05482-6		10-30-56300	PRAIRIE KNOLLS	365.00	
06301-1		10-15-56300	UTILITY PERMITS	73.00	
10217-2		22-05-56300	CASEY EQUIP	83.50	
10245-4		10-15-56400	JAYCEE PARK	248.40	
10332-6		25-00-569200	WATER MAIN	27.00	
10428-6		25-00-571100	NEW AVE WATER MAI	2346.00	
10444-6		25-00-573100	WATER MAIN	1492.00	
10452-6		25-00-575100	WATER MAIN REPL	128.00	
11043-6		25-00-517100	LOGAN DAM	55.00	
11120-5		22-05-56300	COMED EASEMENT	597.00	
11226-2		10-30-56300	COMPLETE STREETS	646.50	
11327-3		10-15-56400	TK OAK-MAPLE ADD	365.00	
11372-2		10-00-28500	CONSULTING SMITH	2096.25	
11383-2		33-00-56300	83 & MAIN ST	511.00	
01 FRED PRYOR SEMINARS				99.00	
27873990		10-20-52100	3/21/12 SEMINAR		99.00
01 GALL'S INC				100.98	
512075597		10-20-61400	BOOTS		100.98
01 GLOBALCOM INC				4395.81	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	11321908	10-90-53900	LOCAL & LD 2/5-3/	2186.64	
	11366348	10-90-53900	LOCAL & L/D 3/5-4	2209.17	
01 GT MECHANICAL INC				6028.00	
	1200011270	10-15-57000	3RD OF 4	2703.00	
	1200011319	10-35-57500	HVAC MAINT AGRMNT	3325.00	
01 GUARANTEED TECH SERV & CONSULT				115.00	
	2010241	80-00-70100	IT SUPPORT	115.00	
01 PEGGY HALPER				283.50	
	0035	10-00-29400	CASE 12-07	19.12	
	0035	10-00-29400	CASE 12-08	53.67	
	0035	10-30-52400	CASE 12-06	210.71	
01 HOMER INDUSTRIES LLC				1232.00	
	S43788	10-15-60900	MULCH	264.00	
	S43855	10-15-60900	MULCH	264.00	
	S43939	10-15-60900	MULCH	264.00	
	S44005	10-15-60900	MULCH	264.00	
	S44203	10-15-60900	MULCH	176.00	
01 HOPPY'S LANDSCAPING				425.00	
	10-07-19	10-00-29050	OVERTON TREE	425.00	
01 HOMEWERKS LEMONT LLC				1000.00	
	110827	10-00-28200	R-12757 DUNMOOR	1000.00	
01 ILLINOIS FIRE & POLICE				780.00	
	12-04-16	10-50-52100	M A DOHERTY	390.00	
	12-04-16	10-50-52100	V SPLITT	390.00	
01 ILLINOIS TOLLWAY				21.75	
	G12424755	10-15-57000	I PASS TOLLS	21.75	
01 IMAGEICON LLC				375.00	
	30134	10-30-56450	PHOTOGRAPHY	375.00	
01 INKWELL LTD				496.58	
	57573	10-20-60110	VARIOUS ITEMS	65.40	
	57580	10-20-60110	#10 ENVELOPES	22.99	
	57609	10-20-60100	DRUM AND TONER	277.98	
	57619	10-25-60100	VARIOUS ITEMS	130.21	
01 IPELRA				795.00	
	12-04-09	10-10-52100	5/10/12 TRAINING	795.00	
01 IRMA				899.82	
	SALES0011471	10-90-53200	MAR 2012	899.82	
01 ILLINOIS STATE POLICE				69.50	
	12-04-09	10-20-60110	REGISTRATION FEES	30.00	
	381203050	10-00-29050	LIQ LIC APPL	39.50	
01 JCM UNIFORMS				237.30	
	665227	10-60-61400	T BALLARD	237.30	
01 JONES, CHARITY				59.42	
	12-03-28	10-30-52100	TRAVEL REIMB	33.92	
	12-04-05	10-30-52100	TRAVEL	5.50	
	12-04-05	10-30-52400	PARKING	20.00	
01 J P COOKE CO				51.10	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	174880	10-10-60100	XSTAMPER		51.10
01 LEMONT EXPRESS CAR WASH				144.00	
1377		10-20-57000	36 WASHES		144.00
01 MARK A TOMANY				225.00	
2012-02		10-20-52100	TSO TRAINING		225.00
01 MARTINO CONCRETE COMPANY				12764.00	
1218		10-15-57400	4TH ST CURB		2000.00
1219		17-00-70700	STEPHEN ST STEPS		1500.00
1220		10-15-57400	HAZARDOUS SIDEWAL		5857.50
1221		10-15-57400	WATER MAINS		3406.50
01 MENARD'S				53.67	
88531		10-15-60900	2 CYCLE OIL		35.70
90344		10-17-61100	MOWER BLADE		17.97
01 MCKEOWN, FITZGERALD, ZOLLNER,				2143.75	
12-02-29		10-90-56440	8490-012		1093.75
12-03-31		10-90-56440	MAR 2012		1050.00
01 JOSEPH MILLER				157.75	
12-04-06		10-20-52500	FEDEX		150.05
12-04-06		10-20-52300	LEMONT P.O.		7.70
01 MARTIN IMPLEMENT SALES				145.14	
P67837		10-17-61100	PARTS #181		145.14
01 NICOR GAS				674.92	
12-04-2000 4		22-05-54400	WELL #4		459.42
12-04-2000 6		22-10-54150	OAK TREE LN		22.43
12-04-2000 8		22-10-54150	HARPERS GROVE		24.38
12-04-4722 3		22-10-54150	EAGLE RIDGE		24.85
12/03-20008		22-05-54400	WELL #3		143.84
01 NICOLET NATURAL SE INC				123.70	
388960		10-35-61000	WATER DELIVERY		123.70
01 NEW WORLD SYSTEMS CORPORATION				119350.00	
019267		13-00-70100	IMPLEMENTATION		43250.00
019282		13-00-70100	ERP SOFTWARE		71600.00
019283		13-00-70100	SOFTWARE		4500.00
01 PHILIP OR CHRISTINE OELLRICH				145.50	
12-04-13		75-00-20005	0273, 0471, 0671		145.50
01 OFFICE OF ILLINOIS ATTORNEY GE				30.00	
12-04-09		10-20-60110	REGISTRATION FEES		30.00
01 PITNEY BOWES INC				48.44	
588147		10-10-60100	PM SEALER		48.44
01 LAURA M PELEN				1300.00	
LMT-2012-101		10-90-56600	MARKETING		1300.00
01 PIZZO AND ASSOCIATES				660.00	
10688		10-30-56600	GLEN OAK		660.00
01 QUILL CORPORATION				145.44	
2315718		10-10-60100	11 X 14 PAPER		16.19
2315718		10-25-60100	11 X 14 PAPER		16.19
2456746		10-25-60100	VARIOUS ITEMS		113.06

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 RAGS ELECTRIC				13486.95	
4827-64		10-15-57400	LEMONT RD BRDG	1000.00	
8000		22-05-60850	PART-WELL #5	5116.80	
8001		22-05-58000	REPAIR-WELL#5	2895.20	
8064-M		10-00-29050	OVERTON REPAIR	4474.95	
01 RAINBOW PRINTING				975.00	
408821		10-53-58001	FLYERS	975.00	
01 RCM DATA CORPORATION				396.00	
IN38087		22-05-57000	COPIER	396.00	
01 COOK COUNTY RECORDER OF DEEDS				464.75	
12-03-27		10-25-52450	RECORDING FEES	464.75	
01 RAY O'HERRON CO INC				1575.00	
1209330-IN		10-20-60550	AMMO	1575.00	
01 RILEY'S TRICK SHOP				380.00	
5671		10-65-52500	EARTH DAY BUTTONS	380.00	
01 RAYSA & ZIMMERMANN, LLC				17174.15	
20382		10-90-56410	MAR 2012	5737.13	
20382		34-00-56600	MAR 2012	7575.77	
20382		45-20-517300	MAR 2012	801.00	
20382		33-00-56600	MAR 2012	2713.75	
20382		10-90-56410	MAR 2012	346.50	
01 SCALES & TALES TRAVELING ZOO				375.00	
12-04-12		10-20-52100	OPEN HOUSE ENT	375.00	
01 SCHINDLER ELEVATOR CORP				390.34	
7151605662		72-00-57000	ELEVATOR	390.34	
01 STANDARD EQUIPMENT CO				994.14	
C73225		10-17-61100	PARTS #1134	939.86	
C73226		10-17-61100	PARTS #1134	54.28	
01 SIKICH LLP				9107.00	
139988		10-10-56600	MAR 2012	9107.00	
01 SPRING GROVE NURSERY				3169.00	
1529		10-65-53600	EARTH WEEK-TREES	3169.00	
01 SUBURBAN LIFE PUBLICATIONS				1240.42	
12-03-31		10-10-52450	COMM CRNR 3/2	320.00	
12-03-31		10-10-52450	ELEC AGGR 3/2	320.00	
12-03-31		10-10-52450	COMM CRNR 3/16	320.00	
566003		10-00-29400	CASE 12-09	199.52	
566021		10-10-52450	LEGAL NOTICE	80.90	
01 SOSIN & ARNOLD, LTD.				1000.00	
74730		10-90-56420	MAR 2012	1000.00	
01 SPRINT				39.99	
448842006-038		10-20-52600	PROJECT SHIELD	39.99	
01 STAPLETON, RON				108.50	
12-04-09		10-53-68010	AT&T NETGEAR	108.50	
01 STOLLER INTERNATIONAL				1137.15	
P55400		10-17-61100	PARTS	1137.15	

SYS DATE:04/19/12

VILLAGE OF LEMONT

SYS TIME:11:04

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

[NW1]

REGISTER # 416

DATE: 04/23/12

Monday April 23,2012

PAGE 7

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 SWAHM POOL				82266.21	
	12-03-31	10-90-53100	MAR 2012	61208.85	
	12-03-31	22-15-53100	MAR 2012	18882.73	
	12-03-31	10-00-29550	MAR 2012	2174.63	
01 TOSHIBA FINANCIAL SERVICES				367.21	
57073397		10-15-57000	2830C COPIER	367.21	
01 TOSHIBA FINANCIAL SERVICES				291.20	
201155405		10-20-70100	3500C COPIER	291.20	
01 TIGERDIRECT INC.				171.80	
F93217440101(B)		80-00-70100	BAL DUE	8.53	
F94629890101		80-00-70100	BACKUP TAPES	63.53	
F95058100101		80-00-70100	BATTERY BACKUP	99.74	
01 TILLMAN TECHNOLOGIES DBA TRAIN				250.00	
38452		10-20-52100	POWER POINT	250.00	
01 TREASURER, STATE OF ILLINOIS				10.00	
381202734		10-20-60110	REGISTRATION FEES	10.00	
01 TEE TIME LAWN CARE INC				100.00	
176671		10-35-57515	LAWN MAINT	100.00	
01 UNIFIRST CORPORATION				44.88	
0610682813		10-17-57000	SHOP TOWEL SVC	44.88	
01 VERIZON WIRELESS				406.29	
2723903679		10-90-53900	P.D./P.W. CELL PH	406.29	
01 VISION SERVICE PLAN (IL)				931.14	
12-03-19		10-90-53100	VISION	931.14	
01 WIGHT & COMPANY				4475.28	
30790		13-00-70700	V.H. DESIGN	4475.28	
01 WENTWORTH TIRE SERVICE INC				293.97	
412434		10-17-61100	PARTS #TM4	293.97	
01 ZEE MEDICAL INC				205.59	
0100563460		22-05-61200	VARIOUS SUPPLIES	205.59	
** TOTAL CHECKS TO BE ISSUED				407936.35	

SYS DATE:04/19/12

VILLAGE OF LEMONT
A / P W A R R A N T L I S T
REGISTER # 416
Monday April 23,2012

SYS TIME:11:04
[NW1]

DATE: 04/23/12

PAGE 8

FUND	AMOUNT
GENERAL FUND	206866.47
VILLAGE HALL IMPROVEMENTS	123825.28
T.I.F.	3535.00
WATER & SEWER FUND	47340.51
WATER/SEWER CAPITAL IMPROVE FUND	4048.00
DOWNTOWN CANAL DIST. T.I.F.	1500.00
GATEWAY PROPERTY ACQUISITION	3224.75
GATEWAY T.I.F.	9075.77
MOTOR FUEL TAX	3035.88
ROAD IMPROVEMENT FUND	801.00
PARKING GARAGE FUND	1321.89
PARKING LOT FUND	607.50
GENERAL CAPITAL IMPROVEMENTS	2754.30
*** GRAND TOTAL ***	407936.35

Will Electric Aggregation Group

Electric Aggregation Plan of Operation and Governance

Will County Governmental League

Electrical Aggregation Plan of Operation and Governance

Enacted in August of 2007, the Illinois Power Agency Act, 20 ILCS 3855/I-92, established the means for local governments to aggregate their residents' electric loads with voter approval. This act, working in conjunction with the state's deregulated electricity market, allows municipalities to solicit bids for the aggregated residential and commercial loads. Member Communities of the Will County Governmental League, have found it in their best interest to join together and work collectively to pursue Electric Aggregation. As such, communities have formed the Will Electric Aggregation Group through an intergovernmental agreement. This plan of Operation and Governance applies to the aggregation program for members of the Will Electric Aggregation Group. Aggregation Members, as defined in the 'Definitions' section below, of the Will Electric Aggregation Group understand and recognize the bids for electric aggregation are for the Will Electric Aggregation Group as a whole, and bids will be accepted by the Will Electric Aggregation Group as a whole. Upon selection of a vetted alternative retail electric service provider, the Will Electric Aggregation Group will enter into a service contract on behalf of its residents and small commercial businesses if and only if such provider's price offer results in savings relative to ComEd.

Aggregation efforts seek to lower the cost of electricity for residents and small commercial businesses. By combining the electrical load of all eligible participants, aggregation groups can put competitive pressure on electric suppliers. This service results in lower electricity prices and greater savings than residents can individually attain.

The aggregation process was thorough and diligent. The Will County Governmental League selected a qualified consultant to assist in the overall process. With this consultant they made every effort to educate residents on the aggregation's process, timeline, and effects. This educational process was implemented through individual mailings, newspaper articles, websites, press releases and public meetings.

Upon completion of the requirements defined by 20 ILCS 3855/1-92, the Will Electric Aggregation Group will begin to solicit bids from qualified alternative retail electric suppliers. All bids will be considered. The winning supplier's bid will be carefully analyzed and the supplier vetted with help from the consultant. Finally, Aggregation Members will receive opt-out mailers which provide information on the rates, terms and conditions of the supply contract secured by the city as a result of the aggregation efforts.

The Illinois power act provides for Opt-In and Opt-Out participation in electrical aggregation. Will Electric Aggregation Group members have determined an Opt-out structure to be in the best interest of their Aggregation Members. As such, all eligible Aggregation Members will be automatically enrolled. If an individual Aggregation Member, they may elect to opt out of the aggregation group, ensuring that municipal electrical aggregation is voluntary. Will Electric Aggregation Group Members and any new supplier chosen will provide all of the relevant information required to allow for residents and small commercial businesses to opt-out of the aggregation program.

Despite the switch in energy supply, ComEd is accountable for electricity reliability. ComEd will still operate and maintain the infrastructure required to distribute electricity as required by the “Minimum Reliability Standards” established by the ICC. Reports of outages, or other reliability issues should be directed to ComEd. Further, should the selected supplier default and fail to supply electricity per the terms of the executed contract, ComEd will step in and provide electricity at posted tariff rates.

The remainder of this document intends to set forth the plan for establishing, operating, and managing a municipal aggregation program by the most comprehensive and efficient means.

Definitions:

Will Electric Aggregation Group Member- A Community which has adopted the Intergovernmental Agreement formalizing membership in the Will Electric Aggregation Group.

Aggregation Member – A resident or small commercial retail account located within the boundaries of a Will Electric Aggregation Group member that meets all of the eligibility requirements as listed in this Plan of Governance, and has not opted out.

Defaulted Tariff Service – rate charged for customers taking electric service from ComEd. This is applicable to residents who opt- out of the aggregation program.

ICC- Illinois Commerce Commission

IPA – Illinois Power Authority

REC – Renewable Energy Credits

Retail Electric Supplier – Market Participant who engages in the practice of reselling electricity to retail customers as certified by the ICC.

Opt-out – Process by which a resident may choose not to participate in the aggregation efforts.

Small Commercial Retail - business that use 15,000 kWh or less annually.

I. Bidding Process

Hiring and Retaining an Aggregation Consultant

Will Electric Aggregation Group has deemed it necessary that an independent consultant be hired and retained to assist in all phases of the aggregation process. Selected consultant will provide independent and helpful advice to Will Electric Aggregation Group officials. The selected consultant will:

1. Have a license as an electric broker/consultant in the state of Illinois.
2. Develop and implement a process and system to receive customer data from ComEd and evaluate such data for eligibility in the program.
3. Prepare the RFP to be provided to potential suppliers with an interest in supplying the aggregation data.
4. Assist Will Electric Aggregation Group officials in the drafting and preparation of all notifications and educational material to advance the aggregation effort.
5. Advise Will Electric Aggregation Group on any matter that arises in reference to the aggregation program.
6. Provide a Disclosure statement establishing its independence from party with interest in the aggregation effort.
7. Adhere to the confidentiality rules outlined in Section II .
8. Disclose the fee paid to them by the supplier. Other consultation fees will be discussed and negotiated with Will Electric Aggregation Group.
9. Advise Will Electric Aggregation Group on any major changes that will significantly impact the aggregation group for the duration of the contract.

Accumulation, Verification and Implementation of Data

Will Electric Aggregation Group, through the efforts of the consultant, will be responsible for accumulating, verifying and distributing all necessary data and customer information to the selected supplier. Below are the primary steps for that process:

1. Data Acquisition –Will Electric Aggregation Group will be responsible for providing the selected supplier with all customer and account data. This base data will be provided by Com Ed, and aggregated by the consultant.
2. Data Verification - Acquired data will be reviewed internally by the consultant for accuracy.
3. Data Confirmation – Reviewed data will be corroborated with ComEd to determine an eligible customer pool.
4. Data will include: Customer name, address, utility account number, historical usage, demand, new enrollments/drops and any other information deemed necessary by either supplier or Will Electric Aggregation Group.
5. The data base will be maintained and updated every 3 months to ensure accuracy.

Eligibility

Not all residents or small commercial businesses will be eligible for participation in the Will Electric Aggregation Group aggregation program. The following are the minimum requirements to determine eligibility.

1. Customers must reside within boundaries of a member of the Will Electric Aggregation Group,
2. The small commercial retail customers must use less than 15,000 kWh.
3. Customer must not be in an active supply contract with a supplier other than ComEd.
4. Special rate classes will be evaluated on an individual basis to determine eligibility in the program.

Formulation of RFP

The consultant will assist Will Electric Aggregation Group in the preparation of an RFP to be distributed to qualified suppliers who have expressed an interest in supplying the aggregation group:

1. Term - The Service agreement shall be for an initial term of ___ months. Renewal of the contract, or any future contracts, will be subject to review and approval of Will Electric Aggregation Group members designated representatives.
2. Product Structure – Product structure will be fixed price full requirements.
3. Product Details – Will Electric Aggregation Group reserves the right for all charges to be detailed by the supplier including but not limited to: Product Mix, REC's, Capacity Charges, PJM charges, ancillaries, losses, credit/collection costs, etc.
4. The supplier will supply all eligible members of the aggregation group, without regard to individual member credit.
5. Special Rates – The supplier may be required to provide special rates similar to those of ComEd. Such rates must be competitive with ComEd programs.
6. Billing – The alternative retail supplier will be responsible for managing the billing process.

Supplier Qualifications

1. Supplier must be certified with the Illinois Commerce Commission.
2. Supplier must be registered with ComEd to do business.
3. Agree to hold harmless the Will Electric Aggregation Group from any financial conflicts or obligations as a result of the aggregation Program.
4. Supplier must demonstrate creditworthiness, as certified by two credit rating agencies or provide an acceptable letter of credit worthiness if it fails to meet the former condition. Will Electric Aggregation Group reserves the right to reject or approve the credit worthiness of any potential supplier.

5. Maintain a technologically sound and secure database of all customers in the program as well as maintain an EDI network that is fully compatible with ComEd, and has appropriate data backup.
6. Supplier will provide at Will Electric Aggregation Group's request, reports on number of members, current savings analysis, and other info required by Will Electric Aggregation Group.
7. Develop and implement an educational plan that is easily accessible to all eligible members of the aggregation program through mailings, websites, telephone call centers and newspaper articles.
8. Maintain a toll-free call center that is capable of handling the calls of aggregation members to address:
 - a. Customer support
 - b. Billing inquires
 - c. Complaints
 - d. Questions about electricity supply
9. Comply with all laws and regulations of the State of Illinois.
10. The supplier will ensure that the aggregation group is at all times in accordance with both local and state laws in regards to the aggregation effort. They will keep Will Electric Aggregation in good standing as an aggregator.
11. Agree to all confidentiality provisions provided in this plan of governance.

Plan Requirements

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/I92 the selected supplier must:

1. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers
2. Describe demand management and energy efficiency services to be provided to each class of customers
3. Meet any requirements established by law concerning aggregated service offered pursuant to this section

RFP Process

1. All bids will be submitted in compliance with the terms and conditions as set forth by Will Electric Aggregation Group and the State of Illinois. Will Electric Aggregation Group reserves the right to review, reject, or accept any or all bids received. It will be the sole responsibility of WCGL to accept or reject bids as deemed necessary.
2. Will Electric Aggregation Group will review all bids with the aid of an independent consultant.
3. Will Electric Aggregation Group has no obligation to select a bid. It reserves the right to refuse any or all bids at any time and for any reason.

Bid Selection

1. Will Electric Aggregation Group will select a bid that best serves the interests of the Aggregation Members. It has no obligation to select a bid.
2. In the event no bid is selected, Will Electric Aggregation Group reserves the right to revise and re-issue the RFP as it determines appropriate.

Group Bidding

The Will Electric Aggregation Group may choose to participate in an individual bid or a group bid. Should the Will Electric Aggregation Group choose to participate in a group bid, it shall not forfeit and any executive signing powers as a result of participation with others. Additionally, the Will Electric Aggregation Group's decision not to participate shall not have any effect on the pricing offered to other members of the group. The choice to select a bid as the result of a group will be solely up to the representatives of the Will Electric Aggregation Groups members. Further, pursuant to Section 1 of "Bid Selection," The Will Electric Aggregation Group will choose a bid that best serves the interests of its residents, and reserves all right to reject the group bid offer and solicit for bids pertinent to the Will Electric Aggregation Group only.

Education

The selected supplier will develop and implement an educational program for Will Electric Aggregation Group's Aggregation Members residents on the aggregation process. The program shall clearly show the steps of municipal aggregation and the timeline necessary to complete such steps. Further it will provide detailed information on the impacts of the aggregation program to include customer rights, savings analysis, reliability, and responsibilities of both the supplier and ComEd. The supplier and Will Electric Aggregation Group may work together to draft such a program. Approval of such program will be authorized only by the Will Electric Aggregation Group.

II. Operation of Aggregation Group

Opting Out

The supplier will send notification to all residents, via business reply mail, for a firm date of commencement of the supply contract. The members of the Will Electric Aggregation Group will provide the supplier with their municipal logo in an acceptable format as well as the Will Electric Aggregation Group logo, which shall be printed on the outside of the envelope as well as on the letter head of the out-out notification. At this time an Aggregation Member may choose to opt-out of the aggregation group. If an Aggregation Member chooses to do so, they must give notice of their intent to the selected supplier no more than 20 days after the post mark date of the notice. Clear instructions on opting out will be provided on the mailer sent out by the supplier. Means of opting out should

include business reply mail, toll free numbers and websites. There will be no fee or penalty for opting out.

Contents of the mailer will also include the rate, terms conditions, and full disclosure of services provided by supplier. Further detailed instructions for opting out will also be provided.

The supplier will send notice to ComEd of all residents that wish to opt out.

Price Match

If the Utility's Price to Compare for the Account(s)' rate class are set below the fixed rate during the term of the agreement, the Retail Electric Supplier will either a) lower the fixed rate to match that of the Utility's applicable Price to Compare or b) terminate the agreement without damages or early termination fees to either party. "Utility's Price to Compare" shall mean ComEd's "Price to Compare" for the applicable rate class, as posted on the ICC website (www.pluginillinois.org), which includes ComEd's electricity supply charge plus ComEd's transmission services charge, but shall not include ComEd's purchased electricity adjustment.

Move Ins

Customers moving into the aggregation group to a residence with an existing electric meter will have the opportunity to be included. The same terms and conditions that apply to the aggregation group will apply to these customers.

Customers moving into the aggregation group in new construction or where there is no existing electric meter will not be automatically included. If a resident moves into the aggregation group under these conditions and wishes to participate they will be given rates and terms quoted by the supplier at that time. The same terms and conditions that apply to the aggregation group are not guaranteed to new customers.

Move Out

Residents moving out of the aggregation group will discontinue service. No fee or penalty shall be assessed by the supplier for termination of supply due to moving out, nor shall supplier attempt to recoup these costs from any remaining customer.

Moving within the Aggregation Group

Residents or small commercial businesses moving locations within the geographic boundaries of the aggregation group shall receive the same rate, terms and conditions as those at their previous location. The supplier shall assess no fee for customers moving within the aggregation group.

Development and Maintenance of Customer Records

The ICC requires all municipalities, after adoption of this plan, to submit a Direct Access Request and Government Authority Aggregation Form to ComEd. Once received ComEd will generate an eligible customer pool conditional to the criteria previously established in this document. ComEd will provide the requested customer list within 10 business days.

The supplier will create and establish a sound database to include but not limited to: ComEd account number, supplier account number, address rate class, and demand and usage history. Records will be kept and maintained for 2 years after the end of the contract, and the complete data base will be sent to Will Electric Aggregation Group upon request.

Confidentiality

All information and records generated by ComEd, Will Electric Aggregation Group, the consultant or the supplier, shall be privileged information to those parties. All customer information will be stored in secure databases. No party may disclose at any time during or any time after the term of the contract, any customer information to any outside party unless required by law.

Billing

Consolidated billing, when possible, shall be a facet of every supplier's bid. Customers will receive one bill from ComEd for both the supplier's portion and ComEd's distribution portion. Customers will adhere to ComEd's billing procedures and will be subject to all terms and conditions of both ComEd's and suppliers late fees and non-payment conditions.

Will Electric Aggregation Group shall not be liable for any of the late or non-payments of its aggregation group members. Supplier shall include, as part of their quote, costs for lost collections and no other charges may be assessed by the supplier. Costs for lost collections will be included as criteria for selection of a supplier.

Termination of Service

1. Early Termination – Will Electric Aggregation Group reserves the right to terminate service before the end of the contract subject to :
 - a. Disclosure of privileged customer information.
 - b. Unsound business practices as defined in the contract with supplier.
 - c. The revoking of any of the supplier's licenses, or ability to conduct business in the state of Illinois.
 - d. ComEd's termination of business with the supplier.

- e. Unsound billing practices or procedures as defined in the contract with the supplier.
- f. Inadequate customer support as outlined in this plan of governance.
- g. Any other breach of contract by the supplier at Will Electric Aggregation Group's sole discretion.

Upon early termination the contract, Will Electric Aggregation Group will either inform ComEd of its desire to return to the default tariff rate or negotiate and execute a contract with an alternate supplier.

2. End of Contract term – Electricity supply shall terminate on the date specified by the contract. Will Electric Aggregation Group may or may not choose to renew the contract with agreed upon terms. If Will Electric Aggregation Group chooses to not renew the contract and has not given adequate notice to the supplier, electricity supply will continue on a month to month term at the best competitive rate the supplier can offer.
3. Notice of Termination – Notice of termination must be given 30 days prior to the end of the contract. Early termination due to any reason listed above or found reasonable by Will Electric Aggregation Group, will not be subject to such terms.
4. Notice of Early Termination – Early termination due to any reason listed above or found reasonable by Will Electric Aggregation Group will be defined in the contract with the supplier and will be subject to the following terms:
 - a. Written notice to the supplier of reason to terminate service.
 - b. Parties will have 7 business days to resolve issue in question.
 - c. Further action desired by either party will be conducted through the respective Illinois court.

Miscellaneous

Will Electric Aggregation Group reserves the right to modify or amend any of the provisions of this document consistent with any laws or regulations governing the aggregation program.

Will Electric Aggregation Group shall be subject to all laws rules and regulations as set forth by applicable agencies in the state of Illinois. They are bound to fully execute all processes, and laws in accordance with aggregations efforts or any arising as result of participating in such program.

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

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

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens and the local governing body; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerks.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, do hereby proclaim the week of April 29 through May 5, 2012, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Charlene Smollen and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated at Lemont this 23th day of April, 2012.

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk

Proclamation

Mayor

Brian K. Reaves

Village Clerk

Charlene Smollen



Trustees

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

WHEREAS, safety is the highest priority for the highways and streets of our Village and State, and the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to over 100,000 participants in Illinois over the past five years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect to the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charities; and

WHEREAS, during the month of May, all roadway users should unite in the safety of roadways within the Village of Lemont and throughout the great State of Illinois.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, in recognition of 25 years of ABATE of Illinois, Inc., and over 614,682 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim May 2012, to be MOTORCYCLE AWARENESS MONTH in the Village of Lemont, and urge all motorists to join in an effort to improve safety and awareness on our streets and highways.

Dated at Lemont this 1st day of May 2012.

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #49-12
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 19, 2012

SUMMARY

Attached are the final documents for the Timberline Knolls Planned Unit Development, annexation, annexation agreement, and rezoning.

BOARD ACTION

Vote on the attached ordinances and resolution.

ATTACHMENTS

1. An Ordinance Authorizing the Execution of an Annexation Agreement for 40.81 Acres Located at 40 Timberline Drive in Lemont, Illinois.
2. An Ordinance Annexing to the Village of Lemont Approximately .72 Acres Located Near the Intersection of Timberline Drive and New Avenue, in Lemont, IL.
3. An Ordinance Granting a Special Use for a Planned Unit Development (PUD) and Zoning Map Amendment for a 40.81 Acre Site at 40 Timblerline Drive in Lemont, IL.
4. A Resolution Approving a Plat of Dedication for Public Alley and Public Roadway to the Village of Lemont, IL.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR
40.81 ACRES LOCATED AT 40 TIMBERLINE DRIVE IN LEMONT, ILLINOIS**

(Timberline Knolls)

**Adopted by the
President and Board of Trustees
of the Village of Lemont**

This 23rd Day of April, 2012

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd
day of April, 2012.**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR
40.81 ACRES LOCATED AT 40 TIMBERLINE DRIVE IN LEMONT, ILLINOIS**

(Timberline Knolls)

WHEREAS, Lemont Holdings, LLC (hereinafter referred to as the “Petitioner”) is the owner of the subject property covering approximately 40.81 acres located at the 40 Timberline Drive in Lemont, Illinois (PINs# 22-19-401-040; 22-20-309-001; 22-29-100-035; 22-30-202-005; 22-30-202-006; 22-30-204-005; and 22-30-204-008); and

WHEREAS, the Petitioner has petitioned for annexation of a portion of the subject property and the remainder of the subject property was previously annexed to Lemont on January 12, 1987 by Ordinance 546; and,

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; and;

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said agreement have been fully complied with.

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

Section 1. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the “Timberline Knolls Annexation Agreement” a copy of which is attached hereto and made a part hereof.

Section 2. That this ordinance shall be in 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 23rd DAY OF APRIL, 2012.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

Approved by me this 23rd day of April, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **TIMBERLINE KNOLLS ANNEXATION AGREEMENT**

2

3

4 **ARTICLE** **TITLE**

5

6 I Definitions

7

8 II Annexation

9

10 III Zoning and Land Use Restrictions

11

- 12 ■ Zoning
- 13 ■ PUD Approvals
- 14 ■ Enabling Ordinances
- 15 ■ Other Standards

16 IV Dedication and Construction of Streets

17

- 18 ■ Construction of Streets
- 19 ■ Dedication of Alley

20 V Approval of Plans

21

22 VI Binding Effect and Term and Covenants Running with the

23 Land

24

25 VII Notices

26

27 VIII Security Interests

28

29 IX Warranties and Representations

30

31 X Continuity of Obligations

32

33 XI No Waiver or Relinquishment of Right to Enforce

34 Agreement

35

36 XII Village Approval or Direction

37

38 XIII Singular and Plural

39

40 XIV Section Headings and Subheadings

41

42 XV Recording

43

44 XVI Authorization to Execute

45

46 XVII Amendment

47

1	XVIII	Counterparts
2		
3	XIX	Curing Default
4		
5	XX	Conflicts between the Text and Exhibits
6		
7	XXI	Severability
8		
9	XXII	Indemnification
10		
11		
12	XXIII	Execution of Agreement
13		
14		
15	<u>EXHIBIT</u>	<u>TITLE</u>
16		
17	A	Legal Description
18		
19	B	Plat of Annexation, prepared by Ambit Land Surveying and dated February 01, 2012.
20		
21		
22	C	Timberline Knolls PUD Final Plat, prepared by Ambit Land Surveying and dated February 28, 2012.
23		
24		
25	D	Timberline Knolls Existing Monument Sign.

1 **TIMBERLINE KNOLLS ANNEXATION AGREEMENT**

2
3 **THIS ANNEXATION AGREEMENT**, is made and entered into this ___ day of ____,
4 2012, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage
5 and Will, in the State of Illinois (hereinafter referred to as "the VILLAGE") and Lemont
6 Holdings, LLC (hereinafter referred to as "OWNER"); the Village and OWNER are hereinafter
7 sometimes referred to individually as a "Party" and collectively as the "Parties"; and,
8

9 **WHEREAS**, OWNER is the owner of record of the real estate (hereinafter referred to as
10 the "TERRITORY "), the legal description of which is attached hereto as Exhibit A and by this
11 reference made a part hereof; and,
12

13 **WHEREAS**, the OWNER filed a Petition for Annexation of a portion of the
14 TERRITORY to the VILLAGE (hereinafter, the "Petition") that requested annexation of a
15 portion of the TERRITORY subject to execution of an annexation agreement acceptable to the
16 OWNER and the VILLAGE covering the entire TERRITORY; and,
17

18 **WHEREAS**, the portion of the TERRITORY to be annexed has not been annexed to any
19 municipality; and,
20

21 **WHEREAS**, the portion of the TERRITORY to be annexed constitutes an area that is
22 contiguous to and may be annexed to the VILLAGE, as provided under the Illinois Municipal
23 Code, 65 ILCS 5/7-1-1, et. seq.; and,
24

25 **WHEREAS**, the remainder of the TERRITORY was previously annexed to the
26 VILLAGE on January 12, 1987 by Ordinance 546; and
27

28 **WHEREAS**, the OWNER and VILLAGE agree that they will be bound by the terms of
29 this Annexation Agreement; and,
30

31 **WHEREAS**, the VILLAGE would extend its zoning, building, health and other
32 municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE
33 from possible undesirable or inharmonious use and development of unincorporated areas
34 surrounding the VILLAGE; and,
35

36 **WHEREAS**, the new boundaries of the VILLAGE, resulting from this Annexation shall
37 extend to the far side of every highway and shall include all of every highway not already
38 annexed; and,
39

40 **WHEREAS**, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the
41 Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the
42 TERRITORY and various other matters; and,
43

44 **WHEREAS**, pursuant to the provisions of the Statute, the corporate authority of the
45 VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has
46 given notice of said hearing; and,

1
2
3 **III**
4

5 **ZONING AND LAND USE RESTRICTIONS**
6

7 Zoning. Upon the Annexation of a portion of the TERRITORY to the VILLAGE and the
8 adoption of this Agreement, the parcel(s) shown on the Timberline Knolls PUD Final Plat
9 attached as Exhibit "C" shall be classified under the existing zoning ordinance, as amended, as R-
10 4, Single-Family Detached zoning. Prior to the date of this Agreement, such public hearings as
11 are necessary to enable the VILLAGE lawfully to grant said zoning classification as to the
12 TERRITORY have been conducted upon proper notice, and no further action need be taken by
13 the OWNER to cause the TERRITORY to be rezoned as R-4, Single-Family Detached once the
14 TERRITORY is annexed to the VILLAGE.
15

16 Planned Unit Development Approvals. The Planned Unit Development Ordinance of the
17 Village makes provision for exceptions to the requirements of the Unified Development
18 Ordinance in order to promote and allow innovation and flexibility of design in keeping with the
19 public interest and welfare. As provided for in Chapter 17.08 (Planned Unit Developments) of
20 the Lemont Unified Development Ordinance, the VILLAGE has deemed it appropriate to
21 approve the following as part of the Planned Unit Development for Timberline Knolls:
22

23 1. The subject site may be used for its existing use as a private psychiatric
24 therapeutic treatment facility offering sober living, residential, partial, intensive
25 outpatient and outpatient treatment for those with eating disorders, alcohol or drug
26 addiction, other addictions, mood disorders, trauma/post traumatic stress disorder(PTSD)
27 and other co-occurring mental health disorders.
28

29 2. The subject site may also be used as a licensed private hospital, as defined by the
30 Illinois Mental Health & Developmental Disabilities Code (405 ILCS 5/1-113). A
31 "Licensed private hospital" means, specifically, "any privately owned home, hospital, or
32 institution, or any section thereof which is licensed by the Department of Public Health
33 and which provides treatment for persons with mental illness." [Public Act 88-380]
34

35 a. Any licensed private hospital to be established on this site shall not have
36 more than 120 beds total and shall not:
37

38 i. accept patients that are currently in the custody of and directly
39 referred or mandated from a correctional institution and/or facility, prison,
40 or jail except in exceptional or limited circumstance.
41

42 ii. accept any unfunded or government funded patients from any
43 Federal, State, County, or Municipal or other correctional institution,
44 facility, prison or jail, except for military or government employee funded
45 patients in exceptional or limited circumstances.
46

47 iii. accept any unfunded or government funded patients that are

1 currently serving any Federal, State, County or Municipal parole, sentence,
2 electronic monitoring, furlough, pilot program, or other type of release,
3 except for military or government employee funded patients.
4

5
6 3. Accessory uses for therapeutic purposes such as a gymnasium, swimming pool,
7 residential lodges, dining facility, school facility, library facility, administration facility,
8 ropes course and maintenance buildings shall be allowed. Horses may be brought on site
9 for day use for equine therapy and for horseback riding as an accessory use for therapeutic
10 purposes. Horses may not be kept on-site overnight. The construction of any accessory
11 structures for the keeping of animals, such as a horse barn, loafing shed or stable, shall
12 require an amendment to this planned unit development and annexation agreement.
13

14 4. Site Plan & Future Improvements –

15
16 a. All existing improvements as depicted on the Timberline Knolls PUD
17 Plat, attached hereto as Exhibit C, are approved.
18

19 b. The site is permitted two monuments signs, one near the site's entrance on
20 Timberline Drive and one near the site's entrance on Brown Drive. The signs
21 shall be:

22 i. consistent with the size, materials and design of the existing sign as shown
23 on Exhibit D, hereto and hereby made a part hereof;
24

25 ii. in conformance with the UDO requirements for monument signs in
26 residential zoning districts; or
27

28 iii. shall be approved as a minor amendment to the Planned Unit
29 Development. Such minor amendment shall mean approval by the Community
30 Development Director upon consultation with the President of the Board of
31 Trustees and the Chairman of the Planning and Zoning Commission.
32

33 c. Prior to the issuance of any building permit or site development permit for
34 any future development on the site, a tree preservation plan shall be submitted to
35 Village staff for review and approval. The plan need only cover the area proposed
36 to be disturbed.
37

38 d. All new buildings and any additions to existing buildings shall not be
39 placed less than 50 feet from the perimeter property line of the site.
40

41 e. All new parking lots and any additions to existing parking lots shall not be
42 placed less than 20 feet from the perimeter property line of the site, except
43 existing parking lots may remain in their current location and may be repaired or
44 replaced as needed in their current location. On PINs 22-30-202-005 and -006
45 parking lots shall be prohibited between any future principal structure(s) on those
46 parcels and Timberline Drive.
47

- f. Sidewalks shall not be required for future development on the subject site.
- g. New streets on the subject site must be at least 20 feet wide, exclusive of any curb along the street.
- h. No curb is required for new or expanded parking lots or streets unless curbs are needed for drainage purposes.
- i. The site's parking lot entrance on Brown Drive, which is currently blocked by the fence, may be re-established at any time.
- j. The applicant may add a second access onto the alley north of the subject site, subject to Village staff review and approval of the proposed location.
- k. The property owner shall be required to complete a traffic study if the services on the subject site become more than 30% outpatient.
- l. Gates and security entrance – Timberline Knolls shall have the right to close up their entrances and have security gates, provided that the permittee sees to it that fire and police as well as other emergency response agencies shall have immediate access to the site at all times.

5. Preservation of Existing Buildings –

- a. Modifications to that portion of the Art Center that was formerly a barn shall comply with the following requirements:
 - i. The limestone used on the exterior shall not be modified without prior consultation with and approval of Village staff.
 - ii. The arrangement, size and type of windows shall not be altered without prior consultation and approval of Village staff.
 - iii. No enlargement of or addition shall be made without prior consultation with and approval of Village staff.
 - iv. All other exterior work, to include but not limited to roofing, doors, and entrances, may be modified without prior consultation and approval of Village staff, except for approval of building permits.
 - v. In instances where Village staff is to approve work as described in paragraphs a, b and c above, said review and approval shall follow standards for a Certificate of Appropriateness as outlined in the Lemont Unified Development Ordinance.
- b. Timberline Knolls hereby agrees to a moratorium on external changes to and demolition of the Quarry Foreman Building. This moratorium shall last for a period of one year from the date of this agreement/PUD. If a mechanism to

1 preserve or salvage a portion or all of the Quarry Foreman Building is identified
2 during the moratorium period, Village staff may lift the moratorium less than one
3 year from the date of this agreement/PUD.
4

5 c. Timberline Knolls hereby agrees to a moratorium on the demolition of the
6 portion of the Art Center that was formerly a barn for a period of three years from
7 the date of this agreement/PUD. If a mechanism to preserve or salvage the
8 portion of the Art Center that was formerly a barn is identified during the
9 moratorium period, Village staff may lift the moratorium less than three years
10 from the date of this agreement/PUD.
11

12
13 6. Building Standards – New construction on the subject site shall comply with all
14 applicable local building codes in place at the time of building permit application. If any
15 future construction is also subject to any federal, state or other regulatory agency
16 requirements, whichever imposes the more stringent requirements shall apply.
17

18 7. Building Heights – The heights of all existing buildings are approved. Any
19 expansion of an existing building shall conform to a maximum building height of 37 feet,
20 unless the height of the building to which the expansion is being added exceeds 37 feet.
21 If the height of the existing building exceeds 37 feet, then the height of the expansion
22 shall be less than or equal to the height of the building to which the expansion is being
23 added. New buildings shall conform to a maximum building height of 37 feet. This
24 maximum height shall be measured as the vertical distance from the average finished
25 grade of all building corners to the highest point of the coping of a flat roof or to the deck
26 line of a mansard roof, or to the ridge for a gable, hip or gambrel roof.
27

28 8. Landscaping – Landscaping shall be installed between the existing privacy fence
29 and the property line of the subject site along Timberline Drive and Povalish Court. At a
30 minimum, said landscaping shall consist of large shrubs, small shrubs, and ornamental
31 grasses in quantities sufficient to mitigate the appearance of the privacy fence. The
32 installation of trees, while not required, is allowed. The landscaping shall be installed no
33 later than August 31, 2012. Prior to installation, the property owner shall submit a
34 landscape plan to Village staff for review and approval.
35

36 The conditions of the Annexation Agreement relating to the development of the
37 TERRITORY incorporated herein by reference and made a condition to the grant of this special
38 use zoning for the planned unit development shall survive the expiration of the Annexation
39 Agreement and shall remain in effect unless or until the zoning of the property has been altered
40 in accordance with law. Unless otherwise specified herein, any proposed development of the
41 TERRITORY that does not conform to the requirements of the Planned Unit Development shall
42 require a major amendment to the Planned Unit Development and shall follow the approval
43 procedures for such as outlined in the Unified Development Ordinance.
44

45 Enabling Ordinances. The VILLAGE agrees to adopt all necessary ordinances to enable
46 the annexation, zoning, and special use Planned Unit Development approvals described herein.
47

1
2 **BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND**
3

4 This Agreement shall be binding upon and insure to the benefit of the parties hereto,
5 successor OWNERS of record of the TERRITORY, assignees, lessees, and upon any successor
6 municipal authorities of said VILLAGE for a period of 20 years from the date of execution
7 hereof.
8

9 The terms and conditions of this Agreement relative to the dedication of rights-of-way to
10 the VILLAGE and the development standards established herein shall constitute covenants which
11 shall run with the land.
12

13 It is further agreed that any party to this Agreement, either in law or in equity, by suit,
14 action, mandamus, or other proceeding may enforce or compel the performance of this
15 Agreement, or have other such relief for the breach thereof as may be authorized by law or that
16 by law or in equity is available to them.
17

18
19 **VII**

20
21 **NOTICES**
22

23 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
24 and shall be personally delivered to or mailed by United States Postal Service certified mail,
25 postage prepaid and return receipt requested, as follows:
26

27
28 For the VILLAGE:

29
30 Village President
31 418 Main Street
32 Lemont, IL 60439
33

34 and

35
36 Village Clerk
37 418 Main Street
38 Lemont, IL 60439
39

40 and

41
42 Village Administrator
43 418 Main Street
44 Lemont, IL 60439
45

46 For OWNER:
47

1 Roger V. Barth
2 Lemont Holdings, LLC
3 7630 Royal Dominion Drive
4 Bethesda, MD 20817

5
6 and

7
8 Timberline Knolls, LLC
9 40 Timberline Drive
10 Lemont, IL 60439

11
12 Or such other addresses that any party hereto may designate in writing to the other parties
13 pursuant to the provisions of this Section.
14

15
16 **VIII**

17
18 **SECURITY INTERESTS**

19
20 The OWNER represents and warrants to the VILLAGE that there are no mortgages, liens,
21 or other security interests affecting title to the TERRITORY or any part thereof.
22

23
24 **IX**

25
26 **WARRANTIES AND REPRESENTATIONS**

27
28 The OWNER represents and warrants to the VILLAGE as follows:
29

30 That Lemont Holdings, LLC identified on page 1 hereof is the OWNER as legal title
31 holder; and
32

33 That the OWNER has developed a portion of the TERRITORY and proposes to develop
34 the remainder of the TERRITORY in the manner contemplated under this Agreement; and
35

36 That other than the OWNER and Timberline Knolls, LLC, no other entity or person has
37 any interest in the TERRITORY or its development as herein proposed; and
38

39 That the OWNER has provided the legal description of the TERRITORY set forth in this
40 Agreement and the attached exhibits and that said legal description and exhibits are accurate and
41 correct.
42

43
44 **X**

45
46 **CONTINUITY OF OBLIGATIONS**

1 Notwithstanding any provisions of this Agreement to the contrary, the then OWNER,
2 assignees or lessees, shall at all times during the term of this Agreement remain liable to
3 VILLAGE for the faithful performance of all obligations imposed upon them by this Agreement
4 until such obligations have been fully performed.

5
6 **XI**

7
8 **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT**

9
10 Failure of any party to this Agreement to insist upon the strict and prompt performance of
11 the terms covenants, agreements, and conditions herein contained, or any of them, upon any other
12 party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's
13 right thereafter to enforce any such term, covenant, agreement or condition, but the same shall
14 continue in full force and effect.

15
16
17 **XII**

18
19 **VILLAGE APPROVAL OR DIRECTION**

20
21 Where VILLAGE approval or direction is required by this Agreement, such approval or
22 direction means the approval or direction of the Corporate Authorities of the VILLAGE unless
23 otherwise expressly provided or required by law, and any such approval may be required to be
24 given only after and if all requirements for granting such approval have been met, unless such
25 requirements are inconsistent with this Agreement.

26
27
28 **XIII**

29
30 **SINGULAR AND PLURAL**

31
32 Wherever appropriate in this Agreement, the singular shall include the plural, and the
33 plural shall include the singular.

34
35
36 **XIV**

37
38 **SECTION HEADINGS AND SUBHEADINGS**

39
40 All section headings or other headings in this Agreement are for general aid of the reader
41 and shall not limit the plain meaning or application of any of the provisions thereunder whether
42 covered or relevant to such heading or not.

43
44
45 **XV**

46
47 **RECORDING**

1
2 A copy of this Agreement and any amendments thereto shall be recorded by the
3 VILLAGE at the expense of the OWNER within 30 days after the execution hereof.
4

5
6 **XVI**

7
8 **AUTHORIZATION TO EXECUTE**
9

10 The President and Clerk of the VILLAGE hereby warrant that they have been lawfully
11 authorized by the VILLAGE Board of the VILLAGE to execute this Agreement. The OWNER
12 and VILLAGE shall, upon request, deliver to each other at the respective time such entities cause
13 their authorized agents to affix their signatures hereto copies of all bylaws, resolutions,
14 ordinances, partnership agreements, letters of direction or other documents required to legally
15 evidence the authority to so execute this Agreement on behalf of the respective parties.
16

17
18 **XVII**

19
20 **AMENDMENT**
21

22 This Agreement sets forth all the promises, inducements, agreements, conditions and
23 understandings between the parties hereto relative to the subject matter thereof, and there are no
24 promises, agreements, conditions or understandings, either oral or written, express or implied,
25 between them, other than are herein set forth. Except as herein otherwise provided, no
26 subsequent alteration, amendment, change or addition to this Agreement shall be binding upon
27 the parties hereto unless authorized in accordance with law and the standards of the Lemont
28 Unified Development Ordinance.
29

30 **XVIII**

31
32 **COUNTERPARTS**
33

34 This Agreement may be executed in two or more counterparts, each of which taken
35 together, shall constitute one and the same instrument.
36

37
38 **XIX**

39
40 **CURING DEFAULT**
41

42 It is understood by the parties hereto that time is of the essence of this Agreement. The
43 parties to this Agreement reserve a right to cure any default hereunder within fifteen (15) days
44 from written notice of such default.
45

46
47 **XX**

1
2 **CONFLICT BETWEEN THE TEXT AND EXHIBITS**
3

4 In the event of a conflict in the provisions of the text of this Agreement and the Exhibits
5 attached hereto, the text of the Agreement shall control and govern.
6

7
8 **XXI**

9
10 **SEVERABILITY**
11

12 If any provision of this Agreement is held invalid by a court of competent jurisdiction or
13 in the event such court shall determine that the VILLAGE does not have the power to perform
14 any such provisions, such provision shall be deemed to be excised here from and the invalidity
15 thereof shall not affect any of the other provisions contained herein, and such judgment or decree
16 shall relieve the VILLAGE from performance under such invalidity thereof shall not affect any of
17 the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE
18 from performance under such invalid provision of this Agreement.
19

20
21 **XXII**

22
23 **INDEMNIFICATION**
24

25 Grantee shall indemnify and save harmless the Village, its officers and employees, agents
26 and independent contractors and their officers and employees from all Damages arising from or
27 incidental to the Grantee's operation of the Special Use granted hereby, including Damages on
28 account of injury to or death of any person or persons whomsoever and/or Damage to any
29 property, or on account of actions of the Grantee's patients, officers, employees, agents,
30 independent contractors and/or others, caused by, connected with, or in any way attributable to,
31 the special use permit herein granted or Grantee's failure to comply with any of the terms or
32 conditions hereof, except for any Damages arising from the negligence, gross negligence, alleged
33 errors, omissions, unlawful conduct, and/or intentional acts of any Village officer, employee,
34 agent or independent contractors and their officers and employees. As used herein, "Damages"
35 means any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims,
36 demands, liabilities, costs and expenses, and other deficiencies, including but not limited to
37 interest, penalties, reasonable attorneys fees and expenses of litigation.
38

39 Except as provided in the paragraph immediately following this paragraph, upon demand
40 by VILLAGE made by and through its President, the OWNER from time to time shall promptly
41 reimburse VILLAGE, for all enumerated reasonable expenses and costs incurred by VILLAGE in
42 the administration of the Agreement, including and limited to engineering fees, cost of any
43 easements, attorney's fees and out of pocket expenses involving various and sundry matters such
44 as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances,
45 and other documents required hereunder, and the negotiation and preparation of letters of credit
46 and escrow agreements to be entered into as security for the completion of land improvements.
47

1 Such costs and expenses incurred by the VILLAGE in the administration of the
2 Agreement shall be evidenced to the OWNER upon its request, by a sworn statement of the
3 VILLAGE; and such costs and expenses may be further confirmed by the OWNER at its option
4 from additional documents relevant to determining such costs and expenses as designated from
5 time to time by the OWNER.
6

7 Notwithstanding the immediately preceding paragraph, OWNER shall in no event be
8 required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as aforesaid more
9 than once, whether such are reimbursed or paid through special assessment proceedings, through
10 fees established by VILLAGE ordinances or otherwise.
11

12 In the event that any third party or parties institute any legal proceedings against the
13 OWNER and/or the VILLAGE, which relate to the validity or any terms of this Agreement, then,
14 in that event, the OWNER, upon written notice from VILLAGE, shall assume, fully and
15 vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating
16 thereto, provided, however:
17

18 The OWNER shall not make any settlement or compromise of the lawsuit, or fail to
19 pursue any available avenue of appeal of any adverse judgment, without the approval of the
20 VILLAGE, which approval shall not be unreasonably withheld; and
21

22 If the Village, in its reasonable discretion, determines there is or may probably be, a
23 conflict of interest between the VILLAGE and the OWNER, on an issue of importance to the
24 VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE
25 shall have the option of being represented by its own legal counsel. In the event the VILLAGE
26 exercises such option, then the OWNER shall reimburse the VILLAGE from time to time on
27 written demand from the President of the VILLAGE and notice of the amount due for any
28 expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees
29 and other expenses of litigation, incurred by the VILLAGE in connection therewith. The
30 obligation of the OWNER to reimburse the VILLAGE under the terms of this subparagraph 2
31 shall terminate if no such legal proceedings are brought within one (1) year from the date of the
32 annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if
33 such legal proceedings are based upon alleged errors, omissions or unlawful conduct of the
34 VILLAGE and not the OWNER.
35

36 In the event the VILLAGE institutes legal proceedings against the OWNER for violation
37 of this Agreement, and secured a judgment in its favor, or by settlement, the OWNER shall pay
38 all expenses of such legal proceedings incurred by the VILLAGE, including but not limited to,
39 the court costs and reasonable attorney's fees, etc., incurred by the VILLAGE in connection
40 therewith.
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XXIII

EXECUTION OF AGREEMENT

This Agreement shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:
Lemont Holdings, LLC

By: _____
Roger V. Barth

NOTARY CERTIFICATES

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____ 20____

Notary Public

My commission expires on _____, 20____.

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20____

My commission expires on _____, 20____.

Notary Public

Exhibit A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 27, 28 AND A PERPETUAL ROADWAY AS SHOWN ON THE PLAT OF N. J. BROWN'S SUBDIVISION OF LOT 7 OF COUNTY CLERK'S DIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 27 ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2475 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 71 DEGREES 13 MINUTES 56 SECONDS EAST 515.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 78 DEGREES 49 MINUTES 57 SECONDS EAST 826.14 FEET ALONG THE SAID NORTHERLY LINE OF LOT 27 AND SAID NORTHERLY LINE EXTENDED; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 16.34 FEET ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 550 FEET OF LOTS 7 AND 8 COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 20 RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4938728; THENCE SOUTH 78 DEGREES 49 MINUTES 57 SECONDS WEST 821.88 FEET ALONG A LINE 16.00 FEET SOUTH OF AND PARALLEL TO THE SAID NORTHERLY LINE OF LOT 27, TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3504.64 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 10 MINUTES 42 SECONDS WEST 519.86 FEET TO THE WEST LINE OF SAID LOT 27; THENCE NORTH 00 DEGREES 35 MINUTES 39 SECONDS WEST 17.34 FEET ALONG THE WEST LINE OF SAID LOT 27 TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND CONCENTRIC WITH THE SOUTHERLY LINES OF LOTS 23, 24, 25, 26 AND THE CURVED PORTION OF THE SOUTHERLY LINE OF LOT 22 IN N. J. BROWN'S SUBDIVISION RECORDED AS DOCUMENT 4802934 AND ALSO EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND PARALLEL WITH THE STRAIGHT PORTION OF THE SOUTHERLY LINE OF SAID LOT 22), ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE PERPETUAL ROADWAY AS SHOWN ON THE PLAT OF N. J. BROWN'S SUBDIVISION OF LOT 7 OF COUNTY CLERK'S DIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N. J. BROWN'S SUBDIVISION WHICH IS ALSO THE NORTHWEST CORNER OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 550 FEET OF LOTS 7 AND 8 COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 20 RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4938728; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 372.51 FEET ALONG THE WEST LINE OF SAID CONSTANT SPRINGS ADDITION TO THE SOUTH LINE OF MAIN STREET; THENCE SOUTH 77 DEGREES 36 MINUTES 26 SECONDS WEST 81.55 FEET, ALONG THE SAID SOUTH LINE OF MAIN STREET EXTENDED THENCE NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST 173.79 FEET, ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST LINE OF CONSTANT SPRINGS ADDITION, TO A LINE 16.00 FEET SOUTH OF, AS MEASURED AT A RIGHT ANGLES TO, THE NORTH LINE OF LOT 28 IN SAID N. J. BROWN'S SUBDIVISION; THENCE NORTH 78 DEGREES 49 MINUTES 57 SECONDS EAST 35.74 FEET, ALONG A LINE THAT IS 16.00 FEET SOUTH AND PARALLEL WITH THE SAID NORTH LINE OF LOT 28 EXTENDED EASTERLY, TO A POINT 25.00 FEET WEST OF, AS MEASURED AT A RIGHT ANGLE TO, THE SAID WEST LINE OF CONSTANT SPRINGS ADDITION; THENCE NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST 200.06 FEET ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE SAID WEST LINE OF SAID CONSTANT SPRINGS ADDITION, TO THE SOUTHERLY RIGHT OF WAY OF NEW AVENUE; THENCE NORTH 78 DEGREES 49 MINUTES 57 SECONDS EAST 25.53 FEET, ALONG THE SAID SOUTHERLY RIGHT OF WAY OF NEW AVENUE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3: NOT TO BE INCLUDED

PARCEL 4: PARK NOT TO BE INCLUDED

Exhibit A

PARCEL 6:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, THE SOUTHWEST 1/4 OF SECTION 20, THE NORTHWEST 1/4 OF SECTION 29 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST 1/4 LINE OF SAID NORTHEAST 1/4 OF SECTION 30 AND THE NORTH LINE OF TIMBERLINE 1, A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERKS DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERKS DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979, AS DOCUMENT NUMBER 24908074; THENCE NORTH 89 DEGREES 43 MINUTES 21.8 SECONDS WEST 696.36 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE 1, TO A POINT 626.22 FEET EAST OF THE WESTERLY LINE OF SAID TIMBERLINE 1, ALSO BEING THE WESTERLY LINE OF LOT 2 OF COUNTY CLERKS DIVISION OF SAID SECTION 30, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 219.74 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 04.1 SECONDS WEST 490.89 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 29.22 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 47.3 SECONDS WEST 120.00 FEET TO A POINT 66.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 2 IN COUNTY CLERK'S DIVISION; THENCE NORTH 00 DEGREES 47 MINUTES 04 SECONDS WEST 392.64 FEET PARALLEL WITH THE WEST LINE OF LOTS 2 AND 1 OF SAID COUNTY CLERK'S DIVISION TO A POINT 208 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 OF COUNTY CLERK'S DIVISION; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1 OF COUNTY CLERK'S DIVISION A DISTANCE OF 142.00 FEET; THENCE NORTH ALONG A LINE 208.00 FEET EAST OF THE WEST LINE OF SAID LOT 1 A DISTANCE OF 74.20 FEET TO A POINT 133.80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 OF COUNTY CLERK'S DIVISION; THENCE EAST 88.84 FEET ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF COUNTY CLERK'S DIVISION; THENCE NORTH 246.45 FEET ALONG THE EAST LINE OF THE WEST 296.84 FEET OF SAID LOT 1 OF COUNTY CLERKS DIVISION TO A POINT ON A CURVE THAT IS 16.00 FEET SOUTH OF AND CONCENTRIC TO THE NORTHERLY LINE OF LOT 27 IN N. J. BROWN'S SUBDIVISION OF LOT 7, COUNTY CLERKS DIVISION OF SECTION 19, TOWNSHIP AND RANGE AFORESAID, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934, THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3504.64 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 45 MINUTES 07 SECONDS EAST 205.47 FEET ALONG SAID LINE 16.00 FEET SOUTH OF AND CONCENTRIC TO THE NORTH LINE OF LOT 27 IN N. J. BROWN'S SUBDIVISION, TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A LINE 16.00 FEET SOUTH OF PARALLEL WITH THE SAID NORTH LINE OF LOT 27 AND 28 IN N. J. BROWN'S SUBDIVISION, TO A POINT 60.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 550 FEET OF LOTS 7 AND 8 COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 20, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4938728; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 173.79 FEET, ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST LINE OF CONSTANT SPRINGS, TO THE SOUTH LINE OF MAIN STREET EXTENDED SOUTHWESTERLY; THENCE NORTH 77 DEGREES 36 MINUTES 26 SECONDS EAST 618.71 FEET, ALONG THE SOUTH LINE OF MAIN STREET AND MAIN STREET EXTENDED SOUTHWESTERLY, TO THE EAST LINE OF THE WEST 550 FEET OF LOTS 7 AND 8 IN COUNTY CLERKS DIVISION OF SECTION 20; THENCE SOUTH 00 DEGREES 56 MINUTES 53 SECONDS EAST ALONG THE SAID EAST LINE OF THE WEST 550.00 FEET OF LOTS 7 AND 8 IN COUNTY CLERK'S DIVISIONS OF SECTION 20 A DISTANCE OF 201.32 FEET TO A POINT 55.00 FEET NORTH OF THE CENTER LINE OF DIVISION STREET, WHICH IS THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO THE LEMONT METHODIST CHURCH PER DOCUMENT NUMBER 19947782; THENCE SOUTH 52 DEGREES 14 MINUTES 07 SECONDS WEST 184.55 FEET, ALONG THE NORTHERLY LINE OF SAID CHURCH PROPERTY; THENCE SOUTH 45 DEGREES 18 MINUTES 00 SECONDS WEST 240.00 FEET, ALONG THE NORTHERLY LINE OF SAID CHURCH PROPERTY; THENCE SOUTH 68 DEGREES 18 MINUTES 00 SECONDS WEST 226.50 FEET, ALONG THE NORTHERLY LINE OF SAID CHURCH PROPERTY; THENCE SOUTH 31 DEGREES 12 MINUTES 00 SECONDS EAST 262.00 FEET, ALONG THE WESTERLY LINE OF SAID CHURCH PROPERTY; THENCE NORTH 88 DEGREES 48 MINUTES 00 SECONDS EAST A DISTANCE OF 60.00 FEET ALONG THE SOUTH LINE OF SAID CHURCH PROPERTY, TO THE NORTHWEST CORNER OF THE LAND CONVEYED BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2936622; THENCE SOUTH 00 DEGREES 54 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF SAID WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 132.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED BY DOCUMENT NUMBER 2936622 ALSO BEING A POINT ON THE NORTH LINE OF LOGAN STREET EXTENDED WESTERLY; THENCE SOUTH 88 DEGREES 48 MINUTES 00 SECONDS WEST 124.54 FEET, ALONG SAID NORTH LINE OF LOGAN STREET EXTENDED WESTERLY; THENCE SOUTH 09 DEGREES 22 MINUTES 42 SECONDS WEST A DISTANCE OF 418.14 FEET TO A POINT IN THE NORTH LINE OF TIMBERLINE 1 EXTENDED EASTERLY, 10.00 FEET EASTERLY OF, AS MEASURED ALONG THE SAID NORTH LINE OF THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 10.00 FEET, ALONG THE SAID NORTH LINE OF TIMBERLINE 1 EXTENDED EASTERLY, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

Exhibit A

PARCEL 7:

THAT PART OF LOT 28 OF COUNTY CLERKS DIVISION OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 30, 1880 AS DOCUMENT NUMBER 269439, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1,570.00 FEET NORTH OF THE WEST 1/4 CORNER OF SAID SECTION 29 FOR THE POINT OF BEGINNING, WHICH IS ALSO THE INTERSECTION OF THE EAST 1/4 LINE OF THE NORTHEAST 1/4 OF SECTION 30 AND THE NORTH LINE OF TIMBERLINE 1, BEING A SUBDIVISION OF PARTS OF LOTS 1, 2 AND 3 OF COUNTY CLERKS DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERKS DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979 AS DOCUMENT NUMBER 24908074; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST 10.00 FEET ALONG THE SAID NORTH LINE OF SOUTHERLY 1570 FEET OF LOT 2 OF SAID SUBDIVISION EXTENDED EASTERLY; THENCE NORTH 09 DEGREES 22 MINUTES 42 SECONDS EAST A DISTANCE OF 418.14 FEET TO THE NORTHERLY LINE OF LOGAN STREET EXTENDED WESTERLY; THENCE NORTH 88 DEGREES 48 MINUTES 00 SECONDS EAST A DISTANCE OF 124.00 FEET ALONG THE SAID NORTHERLY LINE OF LOGAN STREET EXTENDED WESTERLY, TO A CHAIN LINK FENCE, THENCE SOUTH 00 DEGREES 50 MINUTES 11 SECONDS WEST 43.10 FEET, ALONG SAID FENCE; THENCE SOUTH 08 DEGREES 12 MINUTES 34 SECONDS WEST 135.16 FEET, ALONG SAID FENCE; THENCE SOUTH 28 DEGREES 38 MINUTES 41 SECONDS WEST 67.26 FEET, ALONG SAID FENCE; THENCE SOUTH 45 DEGREES 28 MINUTES 59 SECONDS WEST 17.94 FEET, ALONG SAID FENCE; THENCE SOUTH 03 DEGREES 02 MINUTES 09 SECONDS WEST 13.50 FEET, ALONG SAID FENCE; THENCE SOUTH 02 DEGREES 48 MINUTES 29 SECONDS EAST 60.99 FEET, ALONG SAID FENCE, TO A POINT OF CURVE ON THE NORTHERLY LINE OF LOGAN STREET AS DEDICATED IN SAID TIMBERLINE 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOGAN STREET AS DEDICATED AFORESAID ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 240.62 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 29 MINUTES 09 SECONDS WEST 183.78 FEET, TO SAID CHAIN LINK FENCE, WHICH IS THE WEST LINE OF SAID LOT 28; THENCE NORTH ALONG THE EAST LINE OF OUT LOT 'C' IN SAID TIMBERLINE 1 SUBDIVISION 25.39 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 8:

THE NORTH 158 FEET (EXCEPT THE SOUTH 70 FEET THEREOF) OF THE WEST 208 FEET IN LOT 1 (EXCEPT THAT PART OF THE WEST 208 FEET OF LOT 1 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1 DISTANT 7.4 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 1, AND RUNNING THENCE EASTERLY TO A POINT ON THE EAST LINE OF THE WEST 208 FEET OF SAID LOT 1, DISTANT 6.24 FEET SOUTHERLY FROM THE NORTH LINE OF SAID LOT 1), IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:

THE SOUTH 70 FEET OF THE NORTH 158 FEET OF THE WEST 208 FEET OF LOT 1 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 10: LOT 10, BLOCK 2 OF CONSTANT SPRINGS ADDITION NOT TO BE INCLUDED

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT OF

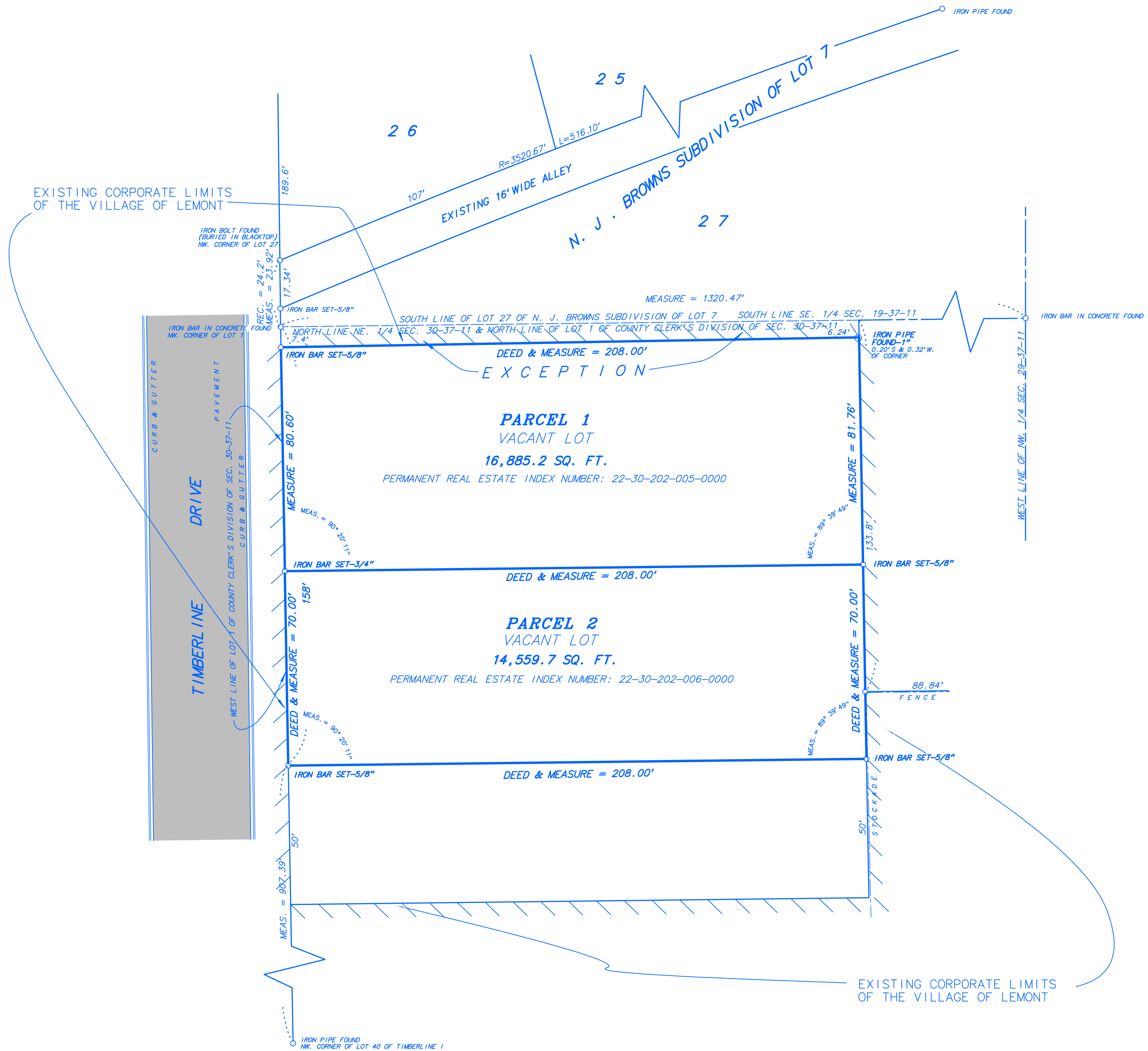
PARCEL 1: The North 158 feet (EXCEPT the South 70 feet thereof) of the West 208 feet in Lot 1 (EXCEPT that part of the west 208 feet of Lot 1 in COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, lying northerly of a line described as beginning at a point on the west line of said Lot 1 distant 7.4 feet southerly from the northwest corner of said Lot 1, and running thence easterly to a point on the east line of the west 208 feet of said Lot 1, distant 6.24 feet southerly from the north line of said Lot 1), in THE COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 22-30-202-005-0000

PARCEL 2: The South 70 feet of the North 158 feet of the West 208 feet of Lot 1 in COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 22-30-202-006-0000

Legal description per Limited Warranty Deed, Document Number 99178942, recorded in the office of the Cook County Recorder on February 23, 1999



PRESIDENT AND BOARD OF TRUSTEES BOARD CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } S.S

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, AT A PUBLIC MEETING HELD.

THIS ____ DAY OF _____ A.D. 2012.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF KENOSHA } S.S

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

FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS 1st DAY OF February, 2012.

BY _____
ILLINOIS PROFESSIONAL LAND SURVEYOR

LICENSE NO. 2785



SCALE: 1 inch = 30 feet

ORDERED BY: A. Domanskis / Attorney at Law

JOB NO.: 11119

CERTIFICATES FOR TIMBERLINE KNOLLS PUD

Owner's Certification

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, do hereby certify that I am the agent for the owners of the property described in the caption to the plat hereon drawn and as such agent, I have caused said property to be surveyed as hereon shown, as my own free and voluntary act and deed.

I hereby dedicate for public use the lands shown on this plat, including but not limited to, throughfares, streets, alleys, walkways and public services.

I, further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this planned development plat or, if any of said installments are not paid, then such installments have been divided in accordance with the planned development and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

Dated this _____ day of _____, 20____ .

Owners agent: _____

Owners Notary Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, a Notary Public in and for said County, in the State aforesaid,

do hereby certify that _____, respectively, the agent for LEMONT HOLDINGS, LLC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as agent for the owners, as such, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act for the uses and purposes set forth.

Given under my hand and Notarial Seal:

This _____ day of _____, 20____.

By: _____

School District Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

This is to certify that to the best of my knowledge, I the undersigned as agent of the property, which will be known as Timberline Knolls is located within the boundaries of:

- Elementary School District: 113A
High School District 210
Junior College District: 525
In Cook County, Illinois.

Dated this _____ day of _____, 20____.

By: _____ Agent

President & Board of Trustees Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois at a Public Meeting held:

This _____ day of _____, 20____.

By: _____ Brian K. Reaves-President

Attest: _____ Charlene Smollen-Village Clerk

Village Treasurers Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Jean Nona, Village Treasurer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments of any outstanding unpaid special assessments which have not been divided in accordance with the proposed subdivision and duly approved by the court that confirmed the special assessment.

Dated at Lemont, Cook County, Illinois, this _____ day of _____, 20____.

By: _____ Jean Nona-Village Treasurer

Surface Water Drainage Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such planned development or any part thereof, or that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the planned development.

Dated this _____ day of _____, 20____.

By: _____ Duly Authorized Attorney

Exhibit D



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY .72 ACRES LOCATED NEAR THE INTERSECTION OF
TIMBERLINE DRIVE AND NEW AVENUE, IN LEMONT, IL.**

(Timberline Knolls)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF APRIL, 2012**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd day of
April, 2012.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY .72 ACRES LOCATED NEAR THE INTERSECTION OF
TIMBERLINE DRIVE AND NEW AVENUE, IN LEMONT, IL.**

(Timberline Knolls)

WHEREAS, the Clerk of Village of Lemont has received a petition for annexation pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes; and

WHEREAS, the territory described in the petition is not within the corporate limits of any municipality but is contiguous to the Village of Lemont; and

WHEREAS, the land proposed to be annexed will continue to be serviced by the same Library District and the Lemont Fire Protection District; and

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

SECTION 1: That the following described territory, being indicated on an accurate map of the annexed territory, (attached hereto as Exhibit "A") is hereby annexed to the Village of Lemont, county of Cook, DuPage, and Will, Illinois.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

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

SECTION 4: 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, DuPAGE, AND WILL, ILLINOIS, on this 23rd day of April, 2012.

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

Approved by me this 23rd day of April, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT OF

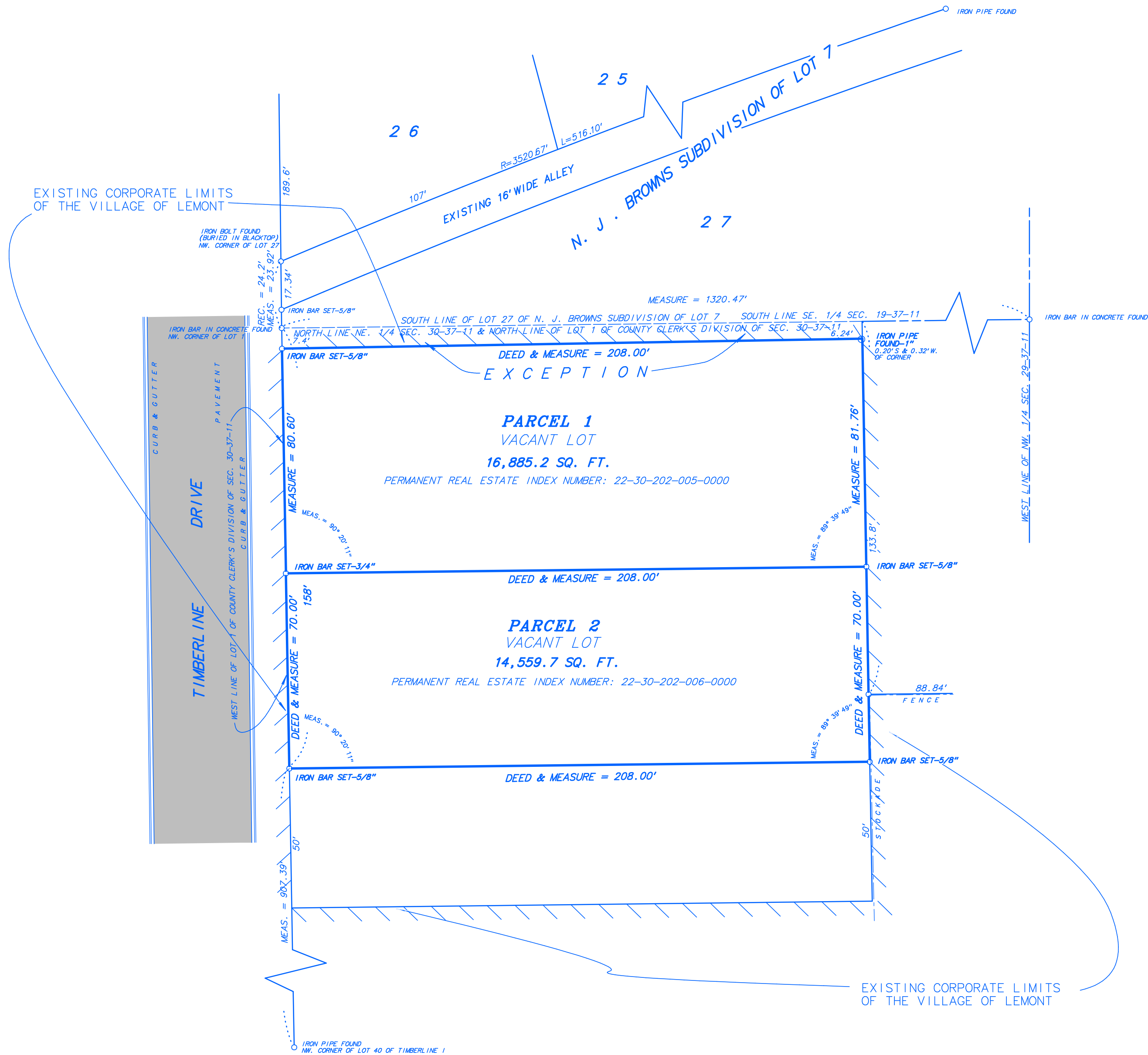
PARCEL 1: The North 158 feet (EXCEPT the South 70 feet thereof) of the West 208 feet in Lot 1 (EXCEPT that part of the west 208 feet of Lot 1 in COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, lying northerly of a line described as beginning at a point on the west line of said Lot 1 distant 7.4 feet southerly from the northwest corner of said Lot 1, and running thence easterly to a point on the east line of the west 208 feet of said Lot 1, distant 6.24 feet southerly from the north line of said Lot 1), in THE COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 22-30-202-005-0000

PARCEL 2: The South 70 feet of the North 158 feet of the West 208 feet of Lot 1 in COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 22-30-202-006-0000

Legal description per Limited Warranty Deed, Document Number 99178942, recorded in the office of the Cook County Recorder on February 23, 1999



PRESIDENT AND BOARD OF TRUSTEES BOARD CERTIFICATE

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, AT A PUBLIC MEETING HELD.

THIS ____ DAY OF _____ A.D. 2012.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN } S.S.
COUNTY OF KENOSHA }

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

FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS 1st DAY OF February, 2012.

BY _____
ILLINOIS PROFESSIONAL LAND SURVEYOR

LICENSE NO. 2785



SCALE: 1 inch = 30 feet

ORDERED BY: A. Domanskis / Attorney at Law

JOB NO.: 11119

VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT (PUD) AND ZONING MAP AMENDMENT FOR A 40.81 ACRE
SITE AT 40 TIMBLERLINE DRIVE IN LEMONT, IL.**

(Timberline Knolls)

**Adopted by the
President and Board of Trustees
of the Village of Lemont**

This 23rd Day of April, 2012

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd
day of April, 2012.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND ZONING MAP AMENDMENT FOR A 40.81 ACRE SITE AT 40 TIMBLERLINE DRIVE IN LEMONT, IL.

(Timberline Knolls)

WHEREAS, Lemont Holdings, LLC (hereinafter referred to as the “Petitioner”) is the owner of the subject property covering approximately 40.81 acres located at 40 Timberline Drive 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 special use for a planned unit development, final PUD approval, for the subject property; and

WHEREAS, the Petitioner made application under the provisions of the Lemont Unified Development Ordinance for a zoning map amendment from Cook County R-4 Single-Family Residence District to Lemont R-4 Single-Family Residential District for that portion of the subject property shown on the Plat of Annexation attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the petitioner has submitted a PUD Final Plan/Plat, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois, in accordance with Lemont Zoning Ordinance, conducted a public hearing on the petitions on February 15, 2012, and voted to recommend approval of the petitioner’s requests; and

WHEREAS, the Village Board of Trustees, having reviewed the petitioner’s application, Village staff recommendations, and the record of the public hearing, finds that:

1. The requested rezoning is consistent with surrounding zoning and existing land uses.
2. The requested PUD will allow for continued development of an important community asset, while preserving the character of an established area.
3. 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 that the zoning map amendment to R-4 Single-Family Residential District and special use for a Planned Unit Development is approved.

Section 1. Conditions. The Planned Unit Development is approved with the following conditions:

1. The subject site may be used for its existing use as a private psychiatric therapeutic treatment facility offering sober living, residential, partial, intensive outpatient and outpatient treatment for those with eating disorders, alcohol or drug addiction, other addictions, mood disorders, trauma/post traumatic stress disorder(PTSD) and other co-occurring mental health disorders.
2. The subject site may also be used as a licensed private hospital, as defined by the Illinois Mental Health & Developmental Disabilities Code (405 ILCS 5/1-113). A “Licensed private hospital” means, specifically, “any privately owned home, hospital, or institution, or any section thereof which is licensed by the Department of Public Health and which provides treatment for persons with mental illness.” [Public Act 88-380]
 - a. Any licensed private hospital to be established on this site shall not have more than 120 beds total and shall not:
 - i. accept patients that are currently in the custody of and directly referred or mandated from a correctional institution and/or facility, prison, or jail except in exceptional or limited circumstance.
 - ii. accept any unfunded or government funded patients from any Federal, State, County, or Municipal or other correctional institution, facility, prison or jail, except for military or government employee funded patients in exceptional or limited circumstances.
 - iii. accept any unfunded or government funded patients that are currently serving any Federal, State, County or Municipal parole, sentence, electronic monitoring, furlough, pilot program, or other type of release, except for military or government employee funded patients.
3. Accessory uses for therapeutic purposes such as a gymnasium, swimming pool, residential lodges, dining facility, school facility, library facility, administration facility, ropes course and maintenance buildings shall be allowed. Horses may be brought on site for day use for equine therapy and for horseback riding as an accessory use for therapeutic purposes. Horses may not be kept on-site overnight. The construction of any accessory structures for the keeping of animals, such as a horse barn, loafing shed or stable, shall require an amendment to this planned unit development.
4. Site Plan & Future Improvements –

- a. All existing improvements as depicted on the Timberline Knolls PUD Plat, attached hereto as Exhibit A, are approved.
- b. The site is permitted two monuments signs, one near the site's entrance on Timberline Drive and one near the site's entrance on Brown Drive. The signs shall be:
 - i. consistent with the size, materials and design of the existing sign as shown on Exhibit C, hereto and hereby made a part hereof;
 - ii. in conformance with the UDO requirements for monument signs in residential zoning districts; or
 - iii. shall be approved as a minor amendment to the Planned Unit Development. Such minor amendment shall mean approval by the Community Development Director upon consultation with the President of the Board of Trustees and the Chairman of the Planning and Zoning Commission.
- c. Prior to the issuance of any building permit or site development permit for any future development on the site, a tree preservation plan shall be submitted to Village staff for review and approval. The plan need only cover the area proposed to be disturbed.
- d. All new buildings and any additions to existing buildings shall not be placed less than 50 feet from the perimeter property line of the site.
- e. All new parking lots and any additions to existing parking lots shall not be placed less than 20 feet from the perimeter property line of the site, except existing parking lots may remain in their current location and may be repaired or replaced as needed in their current location. On PINs 22-30-202-005 and -006 parking lots shall be prohibited between any future principal structure(s) on those parcels and Timberline Drive.
- f. Sidewalks shall not be required for future development on the subject site.
- g. New streets on the subject site must be at least 20 feet wide, exclusive of any curb along the street.
- h. No curb is required for new or expanded parking lots or streets unless curbs are needed for drainage purposes.
- i. The site's parking lot entrance on Brown Drive, which is currently blocked by the fence, may be re-established at any time.
- j. The applicant may add a second access onto the alley north of the

subject site, subject to Village staff review and approval of the proposed location.

k. The property owner shall be required to complete a traffic study if the services on the subject site become more than 30% outpatient.

l. Gates and security entrance – Timberline Knolls shall have the right to close up their entrances and have security gates, provided that the permittee sees to it that fire and police as well as other emergency response agencies shall have immediate access to the site at all times.

5. Preservation of Existing Buildings –

a. Modifications to that portion of the Art Center that was formerly a barn shall comply with the following requirements:

i. The limestone used on the exterior shall not be modified without prior consultation with and approval of Village staff.

ii. The arrangement, size and type of windows shall not be altered without prior consultation and approval of Village staff.

iii. No enlargement of or addition shall be made without prior consultation with and approval of Village staff.

iv. All other exterior work, to include but not limited to roofing, doors, and entrances, may be modified without prior consultation and approval of Village staff, except for approval of building permits.

v. In instances where Village staff is to approve work as described in paragraphs a, b and c above, said review and approval shall follow standards for a Certificate of Appropriateness as outlined in the Lemont Unified Development Ordinance.

b. Timberline Knolls hereby agrees to a moratorium on external changes to and demolition of the Quarry Foreman Building. This moratorium shall last for a period of one year from the date of this PUD. If a mechanism to preserve or salvage a portion or all of the Quarry Foreman Building is identified during the moratorium period, Village staff may lift the moratorium less than one year from the date of this PUD.

c. Timberline Knolls hereby agrees to a moratorium on the demolition of the portion of the Art Center that was formerly a barn for a period of three years from the date of this PUD. If a mechanism to preserve or salvage the portion of the Art Center that was formerly a barn is identified during the moratorium period, Village staff may lift the moratorium less than three years from the date of this PUD.

6. Building Standards – New construction on the subject site shall comply with all applicable local building codes in place at the time of building permit application. If any future construction is also subject to any federal, state or other regulatory agency requirements, whichever imposes the more stringent requirements shall apply.

7. Building Heights – The heights of all existing buildings are approved. Any expansion of an existing building shall conform to a maximum building height of 37 feet, unless the height of the building to which the expansion is being added exceeds 37 feet. If the height of the existing building exceeds 37 feet, then the height of the expansion shall be less than or equal to the height of the building to which the expansion is being added. New buildings shall conform to a maximum building height of 37 feet. This maximum height shall be measured as the vertical distance from the average finished grade of all building corners to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the ridge for a gable, hip or gambrel roof.

8. Landscaping – Landscaping shall be installed between the existing privacy fence and the property line of the subject site along Timberline Drive and Povalish Court. At a minimum, said landscaping shall consist of large shrubs, small shrubs, and ornamental grasses in quantities sufficient to mitigate the appearance of the privacy fence. The installation of trees, while not required, is allowed. The landscaping shall be installed no later than August 31, 2012. Prior to installation, the property owner shall submit a landscape plan to Village staff for review and approval.

Unless otherwise specified herein, any proposed development of the TERRITORY that does not conform to the requirements of the Planned Unit Development shall require a major amendment to the Planned Unit Development and shall follow the approval procedures for such as outlined in the Unified Development Ordinance.

Section 2. 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.

Section 3. Other Ordinances. All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed, including Ordinance O-25-12, which granted a PUD approval for an 1.44 acre portion of the subject site.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 23rd day of April, 2012.

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

Approved by me this 23rd day of April, 2012

BRIAN K. REAVES, Village President

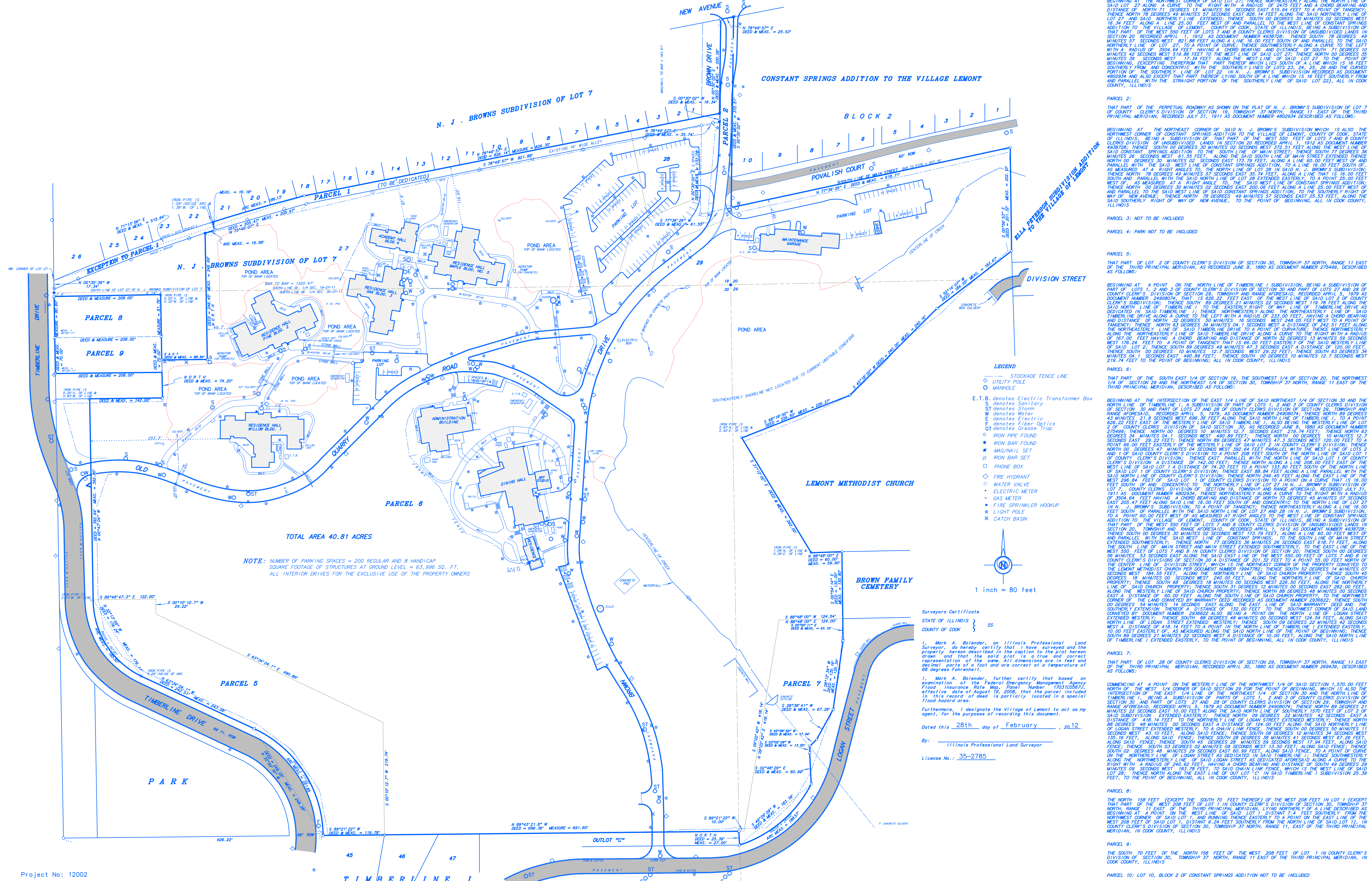
Attest:

CHARLENE M. SMOLLEN, Village Clerk

TIMBERLINE KNOLLS

Exhibit A - Timberline Knolls PUD Final Plat

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, THE SOUTHWEST QUARTER OF SECTION 20, THE SOUTHEAST QUARTER OF SECTION 19 AND THE NORTHEAST QUARTER OF SECTION 30, TOWN 37 NORTH, RANGE 11 EAST OF THE 3RD PRINCIPAL MERIDIAN AND LOCATED IN THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS

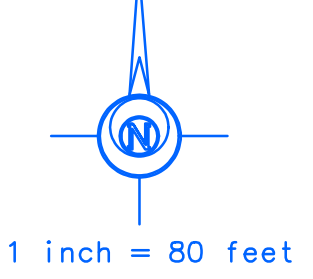


NOTE: NUMBER OF PARKING SPACES = 200 REGULAR AND 8 HANDICAP
 SQUARE FOOTAGE OF STRUCTURES AT GROUND LEVEL = 63,300 SQ. FT.
 ALL INTERIOR DRIVES FOR THE EXCLUSIVE USE OF THE PROPERTY OWNERS

TOTAL AREA 40.81 ACRES

LEGEND

- STOCKADE FENCE LINE
- UTILITY POLE
- MANHOLE
- E.T.B. denotes Electric Transformer Box
- S denotes Sanitary
- W denotes Water
- W denotes Electric
- F denotes Fiber Optics
- OT denotes Grass Trap
- IRON PIPE FOUND
- IRON BAR FOUND
- MAGNANIL SET
- IRON BAR SET
- PHONE BOX
- FIRE HYDRANT
- WATER VALVE
- ELECTRIC METER
- GAS METER
- FIRE SPRINKLER HOOPUP
- LIGHT POLE
- CATCH BASIN



Surveyors Certificate
 STATE OF ILLINOIS }
 COUNTY OF COOK } SS

I, Mark A. Bolander, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and the property herein described in the caption to the plat hereon and that the said plat is a true and correct representation of the same. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit.

I, Mark A. Bolander, further certify that based on examination of the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 130100872 effective date of August 19, 2008, that the parcel included in this record of deed is partially located in a special flood hazard area.

Furthermore, I designate the Village of Lemont to act as my agent, for the purposes of recording this document.

Dated this 28th day of February, 2012.
 By: _____
 Illinois Professional Land Surveyor
 License No.: 35-2785

PARCEL 1:
 THAT PART OF LOTS 27, 28 AND A PERPETUAL ROADWAY AS SHOWN ON THE PLAT OF N. J. BROWN'S SUBDIVISION OF LOT 7 OF COUNTY CLERK'S DIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 27 ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2475 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 71 DEGREES 13 MINUTES 56 SECONDS EAST 515.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 79 DEGREES 49 MINUTES 57 SECONDS EAST 826.14 FEET ALONG THE SAID NORTHERLY LINE OF LOT 27; AND SAID NORTHERLY LINE EXTENDED; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 16.34 FEET ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 350 FEET OF LOTS 7 AND 8 COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4802934; THENCE SOUTH 78 DEGREES 49 MINUTES 57 SECONDS WEST 821.88 FEET ALONG A LINE 16.00 FEET SOUTH OF AND PARALLEL TO THE SAID NORTHERLY LINE OF LOT 27; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3004.64 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 10 MINUTES 42 SECONDS WEST 519.86 FEET TO THE WEST LINE OF SAID LOT 27; THENCE NORTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 17.34 FEET ALONG THE WEST LINE OF SAID LOT 27 TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND CONCENTRIC WITH THE SOUTHERLY LINES OF LOTS 23, 28 AND THE CURVED PORTION OF THE SOUTHERLY LINE OF LOT 22 IN N. J. BROWN'S SUBDIVISION RECORDED AS DOCUMENT 4802934 AND ALSO EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND PARALLEL WITH THE STRAIGHT PORTION OF THE SOUTHERLY LINE OF SAID LOT 22), ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:
 THAT PART OF THE PERPETUAL ROADWAY AS SHOWN ON THE PLAT OF N. J. BROWN'S SUBDIVISION OF LOT 7 OF COUNTY CLERK'S DIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N. J. BROWN'S SUBDIVISION WHICH IS ALSO THE NORTHWEST CORNER OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 350 FEET OF LOTS 7 AND 8 COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4802934; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 372.51 FEET ALONG THE WEST LINE OF SAID CONSTANT LINE OF MAIN STREET; THENCE SOUTH 77 DEGREES 36 MINUTES 26 SECONDS WEST 61.55 FEET; ALONG THE SAID SOUTH LINE OF MAIN STREET EXTENDED THENCE NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST 123.79 FEET ALONG A LINE 80.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST LINE OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT AS MEASURED AT A RIGHT ANGLES TO THE NORTH LINE OF LOT 28 IN SAID N. J. BROWN'S SUBDIVISION; THENCE SOUTH 77 DEGREES 36 MINUTES 26 SECONDS WEST 16.00 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND CONCENTRIC WITH THE SOUTHERLY LINES OF LOTS 23, 28 AND THE CURVED PORTION OF THE SOUTHERLY LINE OF LOT 22 IN N. J. BROWN'S SUBDIVISION RECORDED AS DOCUMENT 4802934 AND ALSO EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND PARALLEL TO THE SAID WEST LINE OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS)

PARCEL 3: NOT TO BE INCLUDED
 PARCEL 4: PARK NOT TO BE INCLUDED

PARCEL 5:
 THAT PART OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 6, 1880 AS DOCUMENT NUMBER 275499, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF TIMBERLINE 1 SUBDIVISION, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 5, 1879 AS DOCUMENT NUMBER 4802934; THENCE NORTH 89 DEGREES 43 MINUTES 21.8 SECONDS WEST 696.36 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE 1, TO A POINT 626.22 FEET EAST OF THE WESTERLY LINE OF SAID TIMBERLINE 1, ALSO BEING THE WESTERLY LINE OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 5, 1879 AS DOCUMENT NUMBER 275499; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 219.74 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 04.1 SECONDS WEST A DISTANCE OF 242.51 FEET ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE 1; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS

PARCEL 6:
 THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, THE SOUTHWEST 1/4 OF SECTION 20, THE NORTHWEST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST 1/4 LINE OF SAID NORTHEAST 1/4 OF SECTION 30 AND THE NORTH LINE OF TIMBERLINE 1, A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1879 AS DOCUMENT NUMBER 4802934; THENCE NORTH 89 DEGREES 43 MINUTES 21.8 SECONDS WEST 696.36 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE 1, TO A POINT 626.22 FEET EAST OF THE WESTERLY LINE OF SAID TIMBERLINE 1, ALSO BEING THE WESTERLY LINE OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 5, 1879 AS DOCUMENT NUMBER 275499; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 219.74 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 04.1 SECONDS WEST A DISTANCE OF 242.51 FEET ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE 1; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS

PARCEL 7:
 THAT PART OF LOT 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 30, 1880 AS DOCUMENT NUMBER 285439, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, 570.00 FEET NORTH OF THE WEST 1/4 CORNER OF SAID SECTION 29 FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 21.8 SECONDS WEST 696.36 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE 1, A SUBDIVISION OF PARTS OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1879 AS DOCUMENT NUMBER 2808074; THENCE NORTH 89 DEGREES 43 MINUTES 21.8 SECONDS WEST 696.36 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE 1, TO A POINT 626.22 FEET EAST OF THE WESTERLY LINE OF SAID TIMBERLINE 1, ALSO BEING THE WESTERLY LINE OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 5, 1879 AS DOCUMENT NUMBER 275499; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 219.74 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 04.1 SECONDS WEST A DISTANCE OF 242.51 FEET ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE 1; THENCE NORTH 00 DEGREES 10 MINUTES 12.7 SECONDS EAST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO A POINT ON THE SAID WEST LINE OF TIMBERLINE 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TIMBERLINE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 59 SECONDS WEST 176.24 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS

PARCEL 8:
 THE NORTH 158 FEET (EXCEPT THE SOUTH 70 FEET THEREOF) OF THE WEST 208 FEET IN LOT 1 (EXCEPT THAT PART OF THE WEST 208 FEET OF LOT 1 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE DESCRIBED AS BEGINNING AT THE WEST LINE OF SAID LOT 1, DISTANT 7.4 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE EASTERLY TO A POINT ON THE EAST LINE OF THE WEST 208 FEET OF SAID LOT 1, DISTANT 6.24 FEET SOUTHERLY FROM THE NORTH LINE OF SAID LOT 1) IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:
 THE SOUTH 70 FEET OF THE NORTH 158 FEET OF THE WEST 208 FEET OF LOT 1 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 10: LOT 10, BLOCK 2 OF CONSTANT SPRINGS ADDITION NOT TO BE INCLUDED

CERTIFICATES FOR TIMBERLINE KNOLLS PUD

Owner's Certification

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, do hereby certify that I am the agent for the owners of the property described in the caption to the plat hereon drawn and as such agent, I have caused said property to be surveyed as hereon shown, as my own free and voluntary act and deed.

I hereby dedicate for public use the lands shown on this plat, including but not limited to, throughfares, streets, alleys, walkways and public services.

I, further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this planned development plat or, if any of said installments are not paid, then such installments have been divided in accordance with the planned development and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

Dated this _____ day of _____, 20____ .

Owners agent: _____

Owners Notary Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, a Notary Public in and for said County, in the State aforesaid,

do hereby certify that _____, respectively, the agent for LEMONT HOLDINGS, LLC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as agent for the owners, as such, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act for the uses and purposes set forth.

Given under my hand and Notarial Seal:

This _____ day of _____, 20____ .

By: _____

School District Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

This is to certify that to the best of my knowledge, I the undersigned as agent of the property, which will be known as Timberline Knolls is located within the boundaries of:

- Elementary School District: 113A
High School District 210
Junior College District: 525
In Cook County, Illinois.

Dated this _____ day of _____, 20____ .

By: _____ Agent

President & Board of Trustees Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois at a Public Meeting held:

This _____ day of _____, 20____ .

By: _____ Brian K. Reaves-President

Attest: _____ Charlene Smollen-Village Clerk

Village Treasurers Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Jean Nona, Village Treasurer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments of any outstanding unpaid special assessments which have not been divided in accordance with the proposed subdivision and duly approved by the court that confirmed the special assessment.

Dated at Lemont, Cook County, Illinois, this _____ day of _____, 20____ .

By: _____ Jean Nona-Village Treasurer

Surface Water Drainage Certificate

STATE OF ILLINOIS }
COUNTY OF COOK } SS

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such planned development or any part thereof, or that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the planned development.

Dated this _____ day of _____, 20____ .

By: _____ Duly Authorized Attorney

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT OF

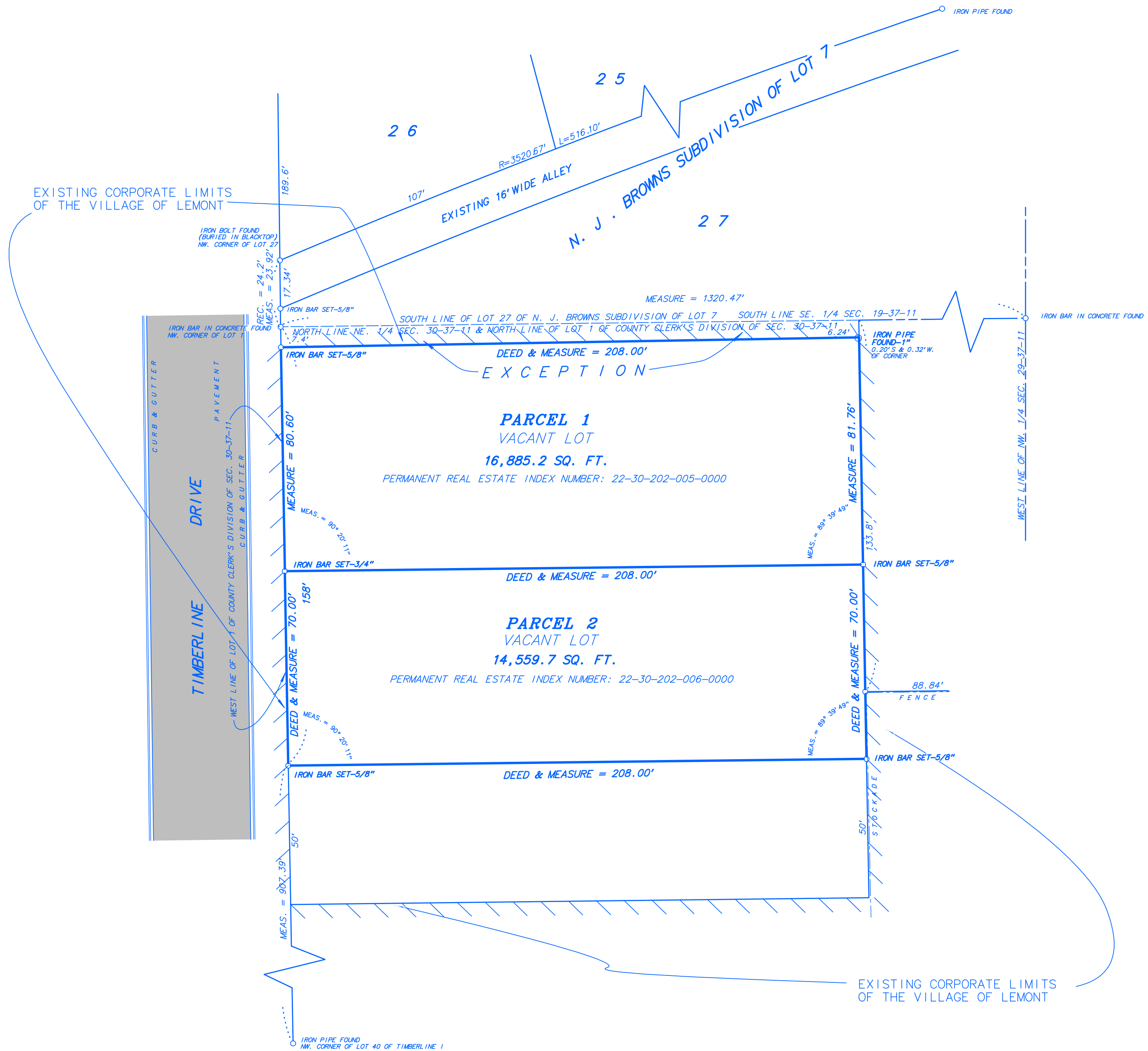
PARCEL 1: The North 158 feet (EXCEPT the South 70 feet thereof) of the West 208 feet in Lot 1 (EXCEPT that part of the west 208 feet of Lot 1 in COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, lying northerly of a line described as beginning at a point on the west line of said Lot 1 distant 7.4 feet southerly from the northwest corner of said Lot 1, and running thence easterly to a point on the east line of the west 208 feet of said Lot 1, distant 6.24 feet southerly from the north line of said Lot 1), in THE COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 22-30-202-005-0000

PARCEL 2: The South 70 feet of the North 158 feet of the West 208 feet of Lot 1 in COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 22-30-202-006-0000

Legal description per Limited Warranty Deed, Document Number 99178942, recorded in the office of the Cook County Recorder on February 23, 1999



PRESIDENT AND BOARD OF TRUSTEES BOARD CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, AT A PUBLIC MEETING HELD.

THIS ____ DAY OF _____ A.D. 2012.

BY: _____
 PRESIDENT

ATTEST: _____
 VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 COUNTY OF KENOSHA } S.S

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

FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS 1st DAY OF February, 2012.

BY _____
 ILLINOIS PROFESSIONAL LAND SURVEYOR

LICENSE NO. 2785



SCALE: 1 inch = 30 feet

ORDERED BY: A. Domanskis / Attorney at Law

JOB NO.: 11119



**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: Third Budget Amendment

date: April 19, 2012

BACKGROUND/HISTORY

As the Village closes out fiscal year, the Village will achieve a positive fiscal picture, obtaining the goals laid out by the Village Board to include aggressive building of reserve accounts, investment of capital equipment and find continuous savings while maintaining a high level of service. As the Village closes out the year, there are several changes and additional within this amendment. There are several minor revenue and expenditure changes throughout the budget, as previously discussed, based on actual revenue and expenditures realized over the fourth quarter. In addition to the adjustments shown, these are some of the more fundamental changes within the budget.

- 1) Police Pension – In previous fiscal years, the real estate taxes received would be shown received in the General Fund and then transferred to the Police Pension Fund (Fund 90). This amendment would allow for these funds to be received directly into the Police Pension Fund, similar to how IMRF is operated. As a result, there will be a reduction of \$500,000 in Real Estate Taxes into the General Fund with a corresponding reduction of \$500,000 in expenses from the General Fund. In the Police Pension Fund, there will now be shown a Revenue from Real Estate Taxes for \$500,000 in lieu of the Transfer from the General Fund. There is no net change to the amount allocated as a result but aligns with a better business practice.
- 2) Fund 13 – Village Hall Renovation – this budget allocates funds in the Village Hall Fund for which bond proceeds were issued.
- 3) Fund 14 – Bond issued for Tollway payment are shown here.
- 4) Fund 33 – Bonds for land acquisition are shown here.

RECOMMENDATION

Staff recommends the budget amendment as presented

ATTACHMENTS (IF APPLICABLE)

Ordinance Amending FY11-12 Budget
Budget Amendment

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 11-12
FOR THE VILLAGE OF LEMONT**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 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 ___ day of _____, 2012.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 11-12
FOR THE VILLAGE OF LEMONT**

WHEREAS, the Village of Lemont County of Cook, DuPage, Will County State of Illinois has heretofore adopted a budget for the fiscal year ending April 30, 2012 passed by the Board of Trustee,, a certified copy of said Budget and a Certificate of Estimate of Revenues having been filed in the Office of the County Clerks; and,

WHEREAS, circumstances have arisen during the fiscal year by which said Village wishes to amend said budget filed with the County Clerk according to the general ledger numbers and amounts listed in attachment A; and

WHEREAS, said Village has additional revenue and/or designated fund balances that will be and is hereby allocated for said budget amendments as listed in attachment A.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, THAT BUDGET FILED WITH COUNTY CLERK BE AMENDED ACCORDING TO CHANGES LISTED IN ATTACHMENT A.

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, ILLINOIS, on this ____ day of _____, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
General Fund Revenues								
10-00-40005	Reallocated P/Y Funds	\$0						
	Real Estate Taxes							
10-00-41050	Corporate	\$892,943	\$892,943	\$0	\$1,131,772	\$238,829	\$1,131,772	\$0
10-00-41100	Garbage	5,500	5,500	\$0	2,750	(\$2,750)	2,750	\$0
10-00-41150	Street & Bridge	190,000	190,000	\$0	157,500	(\$32,500)	157,500	\$0
10-00-41200	Police Protection	180,000	180,000	\$0	180,000	\$0	180,000	\$0
10-00-41250	Street Lighting	100,000	100,000	\$0	82,500	(\$17,500)	82,500	\$0
10-00-41300	Civil Defense	10,000	10,000	\$0	8,750	(\$1,250)	8,750	\$0
10-00-41350	Audit	32,000	32,000	\$0	28,500	(\$3,500)	28,500	\$0
10-00-41400	Liability Insurance	155,000	155,000	\$0	108,125	(\$46,875)	108,125	\$0
10-00-41450	Workers Compensation	65,000	65,000	\$0	89,375	\$24,375	89,375	\$0
10-00-41500	Crossing Guards	25,000	25,000	\$0	16,250	(\$8,750)	16,250	\$0
10-00-41900	Police Pension	510,000	510,000	\$0	500,000	(\$10,000)	0	(\$500,000)
	Total Real Estate Taxes	\$2,165,443	\$2,165,443	\$0	\$2,305,522	\$140,079	\$1,805,522	(\$500,000)
	Franchise Revenues							
10-00-42100	Telephone Franchise	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-00-42200	Cable TV Franchise	225,000	235,000	\$10,000	240,000	\$5,000	242,000	\$2,000
	Total Franchise Revenues	\$225,000	\$235,000	\$10,000	\$240,000	\$5,000	\$242,000	\$2,000
	State Shared Revenues							
10-00-43100	Sales Tax	\$1,700,000	\$1,700,000	\$0	\$1,690,000	(\$10,000)	\$1,667,477	(\$22,523)
10-00-43200	Income Tax	1,168,000	1,250,000	\$82,000	1,253,000	\$3,000	1,309,236	\$56,236
10-00-43500	Use Tax	211,200	230,000	\$18,800	238,000	\$8,000	235,900	(\$2,100)
10-00-43600	Personal Prop Repl Tax	33,700	30,000	(\$3,700)	30,000	\$0	30,306	\$306
	Total State Shared Revenues	\$3,112,900	\$3,210,000	\$97,100	\$3,211,000	\$1,000	\$3,242,919	\$31,919
	Licenses & Permits							
10-00-44050	Building Permits	\$400,000	\$325,000	(\$75,000)	\$295,000	(\$30,000)	\$267,000	(\$28,000)
10-00-44055	Engineering Permit Fees	30,000	30,000	\$0	30,000	\$0	30,000	\$0
10-00-44060	Site Development Fees	0	0	\$0	10,000	\$10,000	6,000	(\$4,000)
10-00-44100	Contractor Licenses	60,000	60,000	\$0	60,000	\$0	60,000	\$0
10-00-44150	Vehicle Licenses	500,000	500,000	\$0	475,000	(\$25,000)	475,000	\$0
10-00-44250	Business Licenses	22,500	22,500	\$0	15,000	(\$7,500)	15,000	\$0
10-00-44300	Liquor Licenses	35,000	35,000	\$0	35,000	\$0	34,000	(\$1,000)
10-00-44350	Amusement Licenses	0	0	\$0	2,000	\$2,000	3,600	\$1,600
10-00-44400	Scavenger Licenses	10,000	10,000	\$0	7,000	(\$3,000)	8,000	\$1,000
10-00-44450	Cigarette & Misc Licenses	1,500	1,500	\$0	1,500	\$0	1,500	\$0
10-00-44500	Animal Licenses	0	0	\$0	0	\$0	2,540	\$2,540
10-00-44550	Health Insp Fees	13,000	13,000	\$0	13,000	\$0	10,550	(\$2,450)
	Total Licenses & Permits	\$1,072,000	\$997,000	(\$75,000)	\$943,500	(\$53,500)	\$913,190	(\$30,310)
	Fines							
10-00-45100	Fines	\$175,000	\$195,000	\$20,000	\$215,000	\$20,000	\$227,000	\$12,000
10-00-45105	Towing Fees	85,000	65,000	(\$20,000)	70,000	\$5,000	75,000	\$5,000
10-00-45110	Bonding Fees	30,000	10,000	(\$20,000)	10,000	\$0	10,000	\$0
10-00-45120	DOJ Forfeiture						12,949	\$12,949
	Total Fines	\$290,000	\$270,000	(\$20,000)	\$295,000	\$25,000	\$324,949	\$29,949

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Mayor & Village Board							
Personal Services							
10-05-51100 Regular Salaries	\$63,891	\$63,891	\$0	\$57,645	(\$6,246)	\$57,645	\$0
10-05-51200 Overtime	0	0	\$0	0	\$0	0	\$0
Total Personal Services	\$63,891	\$63,891	\$0	\$57,645	(\$6,246)	\$57,645	\$0
Outside Services							
10-05-52100 Meetings/Conf/Training	\$15,700	\$15,700	\$0	\$15,700	\$0	\$15,700	\$15,700
10-05-52200 Membership Fees	11,670	11,670	\$0	11,670	\$0	11,670	\$11,670
Total Outside Services	\$27,370	\$27,370	\$0	\$27,370	\$0	\$27,370	\$0
Materials & Supplies							
10-05-60100 Office Supplies	\$250	\$250	\$0	\$250	\$0	\$250	\$0
10-05-60300 Publications	0	0	\$0	0	\$0	0	\$0
Total Materials & Supplies	\$250	\$250	\$0	\$250	\$0	\$250	\$0
Total Mayor & Village Board	\$91,511	\$91,511	\$0	\$85,265	(\$6,246)	\$85,265	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Administration/Finance							
Personal Services							
10-10-51100 Regular Salaries	\$415,000	\$405,000	(\$10,000)	\$409,000	\$4,000	\$409,000	\$0
10-10-51200 Overtime	2,000	7,500	\$5,500	10,000	\$2,500	10,000	\$0
10-10-51300 Deferred Compensation	7,500	7,500	\$0	7,500	\$0	7,500	\$0
Total Personal Services	\$424,500	\$420,000	(\$4,500)	\$426,500	\$6,500	\$426,500	\$0
Outside Services							
10-10-52100 Meetings/Conf/Training	\$6,000	\$6,000	\$0	\$6,000	\$0	\$6,000	\$0
10-10-52200 Membership Fees	3,550	3,550	\$0	6,500	\$2,950	6,500	\$0
10-10-52250 Bank Charges	0	0	\$0	0	\$0	0	\$0
10-10-52300 Postage	9,000	9,000	\$0	11,000	\$2,000	11,000	\$0
10-10-52450 Rec/Adv/Printing	16,000	16,000	\$0	18,000	\$2,000	21,000	\$3,000
10-10-52550 Newsletter	16,000	16,000	\$0	16,000	\$0	13,000	(\$3,000)
10-10-53200 IRMA/Insurance Deductible	0	0	\$0	0	\$0	0	\$0
10-10-53500 Ordinance Codification	3,000	5,000	\$2,000	5,000	\$0	5,000	\$0
10-10-56200 Prof Svc - Data Processing	6,000	2,000	(\$4,000)	4,000	\$2,000	4,000	\$0
10-10-56600 Prof Svc - Consulting	83,500	83,500	\$0	83,500	\$0	92,000	\$8,500
Total Outside Services	\$143,050	\$141,050	(\$2,000)	\$150,000	\$8,950	\$158,500	\$8,500
Materials & Supplies							
10-10-60100 Office Supplies	\$12,000	\$12,000	\$0	\$12,000	\$0	\$12,000	\$0
10-10-60200 Vehicle Expense	6,000	6,000	\$0	6,000	\$0	6,000	\$0
10-10-60300 Publications	200	200	\$0	200	\$0	200	\$0
Total Materials & Supplies	\$18,200	\$18,200	\$0	\$18,200	\$0	\$18,200	\$0
Total Administration/Finance	\$585,750	\$579,250	(\$6,500)	\$594,700	\$15,450	\$603,200	\$8,500

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Public Works / Engineering							
Personal Services							
10-15-51100 Regular Salaries	\$366,017	\$376,017	\$10,000	\$390,000	\$13,983	\$390,000	\$0
10-15-51200 Overtime	80,000	80,000	\$0	50,000	(\$30,000)	50,000	\$0
10-15-51400 Temporary Salaries	15,000	12,000	(\$3,000)	10,500	(\$1,500)	10,500	\$0
Total Personal Services	\$461,017	\$468,017	\$7,000	\$450,500	(\$17,517)	\$450,500	\$0
Outside Services							
10-15-52100 Meetings/Conf/Training	\$1,800	\$1,800	\$0	\$1,000	(\$800)	\$1,000	\$0
10-15-52200 Membership Fees	800	800	\$0	800	\$0	800	\$0
10-15-52300 Postage	0	0	\$0	0	\$0	0	\$0
10-15-52500 Advertising/Printing	600	600	\$0	800	\$200	800	\$0
10-15-52600 Communications	300	300	\$0	300	\$0	300	\$0
10-15-52900 Dumping Fees	10,000	10,000	\$0	10,000	\$0	10,000	\$0
10-15-53000 Electricity - Street Lighting	80,000	80,000	\$0	80,000	\$0	75,000	(\$5,000)
10-15-53200 IRMA/Insurance Deductible	6,000	6,000	\$0	15,000	\$9,000	15,000	\$0
10-15-56300 Pro Svc - General Engineering	30,000	30,000	\$0	25,000	(\$5,000)	30,000	\$5,000
10-15-56400 Pro Svc - Subdivision Plan Review	7,500	7,500	\$0	7,500	\$0	7,500	\$0
10-15-57000 Maint Svc - Equipment	20,000	20,000	\$0	20,000	\$0	20,000	\$0
10-15-57400 Maint Svc - Streets & Alleys	90,000	90,000	\$0	90,000	\$0	90,000	\$0
Total Outside Services	\$247,000	\$247,000	\$0	\$250,400	\$3,400	\$250,400	\$0
Materials & Supplies							
10-15-60100 Office Supplies	\$3,000	\$3,000	\$0	\$3,000	\$0	\$3,000	\$0
10-15-60900 Maint Supl - Street/Alleys	25,000	25,000	\$0	25,000	\$0	25,000	\$0
10-15-61200 Safety Equipment	2,000	2,000	\$0	2,000	\$0	2,000	\$0
10-15-61300 Tools & Hardware	2,500	2,500	\$0	2,500	\$0	2,500	\$0
10-15-61400 Uniforms	5,000	5,000	\$0	5,000	\$0	5,000	\$0
Total Materials & Supplies	\$37,500	\$37,500	\$0	\$37,500	\$0	\$37,500	\$0
Capital Outlay							
10-15-70100 Office Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-15-70200 Other Equipment	0	75,000	\$75,000	66,049	(\$8,951)	70,000	\$3,951
10-15-70300 Vehicles	75,000	0	(\$75,000)	0	\$0	0	\$0
Total Capital Outlay	\$75,000	\$75,000	\$0	\$66,049	(\$8,951)	\$70,000	\$3,951
Total Public Works	\$820,517	\$827,517	\$7,000	\$804,449	(\$23,068)	\$808,400	\$3,951

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Vehicle Maintenance Division								
Outside Services								
10-17-52100	Meetings/Conf/Training	\$1,200	\$1,200	\$0	\$200	(\$1,000)	\$200	\$0
10-17-52200	Membership Fees	350	350	\$0	200	(\$150)	200	\$0
10-17-57000	Maint Serv - Equipment	35,000	25,000	(\$10,000)	33,000	\$8,000	34,500	\$1,500
	Total Outside Services	\$36,550	\$26,550	(\$10,000)	\$33,400	\$6,850	\$34,900	\$1,500
Materials & Supplies								
10-17-61100	Maint Supplies - Vehicles	\$80,000	\$80,000	\$0	\$72,000	(\$8,000)	\$77,000	\$5,000
10-17-61200	Safety Equipment	1,000	1,000	\$0	500	(\$500)	1,070	\$570
10-17-61300	Tools & Hardware	6,500	6,500	\$0	6,500	\$0	7,100	\$600
10-17-61400	Uniforms	800	800	\$0	500	(\$300)	300	(\$200)
10-17-61500	Fuel	205,000	230,000	\$25,000	230,000	\$0	240,000	\$10,000
	Total Material & Supplies	\$293,300	\$318,300	\$25,000	\$309,500	(\$8,800)	\$325,470	\$15,970
Capital Outlay								
10-17-70100	Office Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-17-70200	Other Equipment	0	0	\$0	0	\$0	0	\$0
	Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Vehicle Maintenance		\$329,850	\$344,850	\$15,000	\$342,900	(\$1,950)	\$360,370	\$17,470

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Building Department							
Personal Services							
10-25-51100 Regular Salaries	\$254,000	\$260,000	\$6,000	\$255,000	(\$5,000)	\$255,000	\$0
10-25-51200 Overtime	2,200	2,200	\$0	2,200	\$0	2,200	\$0
10-25-51800 Part-time Salaries	22,000	22,000	\$0	22,000	\$0	22,000	\$0
Total Personal Services	\$278,200	\$284,200	\$6,000	\$279,200	(\$5,000)	\$279,200	\$0
Outside Services							
10-25-52100 Meetings / Conf / Training	\$2,000	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0
10-25-52200 Membership Fees	600	600	\$0	600	\$0	600	\$0
10-25-52300 Postage	4,000	4,000	\$0	2,000	(\$2,000)	2,000	\$0
10-25-52450 Rec / Ad / Printing	2,600	2,600	\$0	2,000	(\$600)	2,000	\$0
10-25-52600 Communications	0	0	\$0	0	\$0	0	\$0
10-25-53200 IRMA/Insurance Deductible	0	0	\$0	0	\$0	0	\$0
10-25-56305 Pro Svc - Grad Residential	15,500	15,500	\$0	17,500	\$2,000	17,500	\$0
10-25-56307 Pro Svc - Grad Commercial	1,000	1,000	\$0	1,000	\$0	1,000	\$0
10-25-56310 Pro Svc - Grading Inpsections	6,000	4,500	(\$1,500)	3,000	(\$1,500)	3,000	\$0
10-25-56400 Pro Svc - Bldg Plan Review	60,500	45,000	(\$15,500)	35,000	(\$10,000)	35,000	\$0
10-25-56550 Pro Svc - Bldg Inspections	45,500	35,000	(\$10,500)	25,000	(\$10,000)	25,000	\$0
10-25-56600 Pro Svc - Consulting	10,000	6,000	(\$4,000)	4,500	(\$1,500)	4,500	\$0
10-25-56710 Pro Svc - Health Inspections	10,000	10,000	\$0	10,000	\$0	10,000	\$0
10-25-57650 Maint Svc - Property Maint	5,000	5,000	\$0	5,000	\$0	5,000	\$0
Total Outside Services	\$162,700	\$131,200	(\$31,500)	\$107,600	(\$23,600)	\$107,600	\$0
Materials & Supplies							
10-25-60100 Office Supplies	\$3,000	\$3,000	\$0	\$3,000	\$0	\$3,000	\$0
10-25-60200 Vehicle Expense	200	200	\$0	200	\$0	200	\$0
10-25-60300 Publications	1,000	1,000	\$0	1,000	\$0	1,000	\$0
10-25-61200 Safety Equipment	500	500	\$0	500	\$0	500	\$0
Total Materials & Supplies	\$4,700	\$4,700	\$0	\$4,700	\$0	\$4,700	\$0
Capital Outlay							
10-25-70100 Office Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-25-70200 Other Equipment	0	0	\$0	0	\$0	0	\$0
10-25-70300 Vehicles	0	0	\$0	0	\$0	0	\$0
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Building Department	\$445,600	\$420,100	(\$25,500)	\$391,500	(\$28,600)	\$391,500	\$391,500

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Community Development							
Personal Services							
10-30-51100 Regular Salaries	\$150,309	\$151,000	\$691	\$151,000	\$0	\$151,000	\$0
10-30-51200 Overtime	0	0	\$0	0	\$0	0	\$0
10-30-51400 Temporary Salaries	3,500	3,500	\$0	5,400	\$1,900	5,400	\$0
Total Personal Services	\$153,809	\$154,500	\$691	\$156,400	\$1,900	\$156,400	\$0
Outside Services							
10-30-52100 Meetings / Conf / Training	\$980	\$980	\$0	\$980	\$0	\$2,400	\$1,420
10-30-52200 Membership Fees	360	400	\$40	400	\$0	400	\$0
10-30-52300 Postage	200	200	\$0	200	\$0	200	\$0
10-30-52400 Recording / Publishing	1,725	1,725	\$0	1,725	\$0	1,725	\$0
10-30-52500 Advertising / Printing	700	700	\$0	700	\$0	700	\$0
10-30-53200 IRMA/Insurance Deductible	0	0	\$0	0	\$0	0	\$0
10-30-56200 Pro Svc - Data Processing	0	0	\$0	0	\$0	0	\$0
10-30-56250 Pro Svc - Mapping	3,300	3,300	\$0	3,300	\$0	3,300	\$0
10-30-56300 Pro Svc - Engineering	12,500	12,500	\$0	17,000	\$4,500	20,000	\$3,000
10-30-56450 Pro Svc - Economic Development	16,000	16,000	\$0	5,000	(\$11,000)	1,000	(\$4,000)
10-30-56600 Pro Svc - Plan Review	2,000	2,000	\$0	4,000	\$2,000	4,000	\$0
10-30-56900 Pro Svc - Marketing	0	0	\$0	0	\$0	0	\$0
Total Outside Services	\$37,765	\$37,805	\$40	\$33,305	(\$4,500)	\$33,725	\$420
Materials & Supplies							
10-30-60100 Office Supplies	\$550	\$550	\$0	\$550	\$0	\$550	\$0
10-30-60300 Publications	820	820	\$0	820	\$0	820	\$0
Total Materials & Supplies	\$1,370	\$1,370	\$0	\$1,370	\$0	\$1,370	\$0
Capital Outlay							
10-30-70100 Office Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Community Devel. Dept.	\$192,944	\$193,675	\$731	\$191,075	(\$2,600)	\$191,495	\$420

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Building & Grounds							
Outside Services							
10-35-54100 Utility Expense - 127th St	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-35-54200 Utility Expense - V/H & Police	0	0	\$0	0	\$0	1,500	\$1,500
10-35-54300 Utility Expense - Safety Village	0	0	\$0	0	\$0	0	\$0
10-35-54350 Utility Expense - New Ave	0	0	\$0	0	\$0	1,800	\$1,800
10-35-57200 Maint Svc - 127th St	0	0	\$0	0	\$0	0	\$0
10-35-57500 Maint Svc - V/H & Police	50,000	50,000	\$0	45,000	(\$5,000)	42,000	(\$3,000)
10-35-57505 Maint Svc - Safety Village	3,600	3,600	\$0	10,000	\$6,400	11,000	\$1,000
10-35-57510 Maint Svc - New Ave	0	0	\$0	0	\$0	0	\$0
10-35-57515 Maint Svc - Police Dept.	\$36,000	\$36,000	\$0	\$47,000	\$11,000	\$52,000	\$5,000
Total Outside Services	\$89,600	\$89,600	\$0	\$102,000	\$12,400	\$108,300	\$6,300
Materials & Supplies							
10-35-61000 Maint Supplies - V/H & Police	\$5,500	\$5,500	\$0	\$5,500	\$0	\$3,500	(\$2,000)
10-35-61010 Maint Supplies - Safety Village	250	250	\$0	250	\$0	250	\$0
10-35-61015 Maint supplies - Police Dept	2,000	2,000	\$0	2,000	\$0	3,000	\$1,000
Total Materials & Supplies	\$7,750	\$7,750	\$0	\$7,750	\$0	\$6,750	(\$1,000)
Capital Outlay							
10-35-70200 Other Equipment V/H & P/D	\$18,000	\$5,000	(\$13,000)	\$0	(\$5,000)	\$0	\$0
10-35-70220 Other Equipment - Police	3,000	10,000	\$7,000	7,500	(\$2,500)	7,500	\$0
Total Capital Outlay	\$21,000	\$15,000	(\$6,000)	\$7,500	(\$7,500)	\$7,500	\$0
Total Building & Grounds	\$118,350	\$112,350	(\$6,000)	\$117,250	\$4,900	\$122,550	\$5,300

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Plan Commission							
Personal Services							
10-40-51100 P/C Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outside Services							
10-40-52100 Meetings / Conf / Training	\$1,000	\$1,000	\$0	\$1,000	\$0	\$250	(\$750)
10-40-52300 Postage	0	0	\$0	0	\$0	0	\$0
10-40-52400 Recording / Publishing	1,000	1,000	\$0	1,000	\$0	250	(\$750)
Total Outside Services	\$2,000	\$2,000	\$0	\$2,000	\$0	\$500	(\$1,500)
Materials & Supplies							
10-40-60300 Publications	\$200	\$200	\$0	\$200	\$0	\$0	(\$200)
Total Materials & Supplies	\$200	\$200	\$0	\$200	\$0	\$0	(\$200)
Total Plan Commission	\$2,200	\$2,200	\$0	\$2,200	\$0	\$500	(\$1,700)
Zoning Board of Appeals							
Personal Services							

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
10-45-51100	Regular Salaries	\$0						
	Total Personal Services	\$0						
	Outside Services							
10-45-52100	Meetings / Conf / Training	\$0						
10-45-52300	Postage	0						
10-45-52400	Recording / Public Notices	0						
	Total Outside Services	\$0						
	Total Zoning Board of Appeals	\$0						

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Police Commission								
Outside Services								
10-50-52100	Meetings / Conf / Training	\$400	\$400	\$0	\$400	\$0	\$450	\$50
10-50-52200	Membership Fees	400	400	\$0	400	\$0	400	\$0
10-50-52450	Rec / Ad / Printing	200	200	\$0	200	\$0	0	(\$200)
10-50-56400	Prof Svc - Legal	1,000	1,000	\$0	1,000	\$0	0	(\$1,000)
10-50-56700	Prof Svc - Testing	0	0	\$0	0	\$0	0	\$0
	Total Outside Services	\$2,000	\$2,000	\$0	\$2,000	\$0	\$850	(\$1,150)
Materials & Supplies								
10-50-60100	Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Police Commission	\$2,000	\$2,000	\$0	\$2,000	\$0	\$850	(\$1,150)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Downtown Commission							
Outside Services							
10-53-52300 HC - Postage	\$100	\$100	\$0	\$100	\$0	\$100	\$0
10-53-52301 FSE - Postage	400	500	\$100	550	\$50	550	\$0
10-53-52650 HC - Services	0	0	\$0	0	\$0	0	\$0
10-53-58000 FSE - Services	20,500	20,500	\$0	21,000	\$500	21,000	\$0
10-53-58001 Quarryman - Svc	21,000	21,000	\$0	21,000	\$0	21,000	\$0
10-53-58500 EDC - Services	6,500	6,500	\$0	5,000	(\$1,500)	5,000	\$0
Total Outside Services	\$48,500	\$48,600	\$100	\$47,650	(\$950)	\$47,650	\$0
Materials & Supplies							
10-53-60110 HC - Operating Supplies	\$5,330	\$5,330	\$0	\$6,200	\$870	\$6,200	\$0
10-53-68010 P.A.A.L. Expenses	2,500	2,500	\$0	2,500	\$0	2,500	\$0
Total Materials & Supplies	\$7,830	\$7,830	\$0	\$8,700	\$870	\$8,700	\$0
Capital Outlay							
10-53-70400 HC - Canal Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Downtown Commission	\$56,330	\$56,430	\$100	\$56,350	(\$80)	\$56,350	\$56,350

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Historic District Commission								
Outside Services								
10-58-52100	Meetings / Conf / Training	\$200	\$200	\$0	\$200	\$0	\$0	(\$200)
10-58-52200	Membership Fees	50	50	\$0	50	\$0	50	\$0
10-58-52300	Postage	50	50	\$0	50	\$0	50	\$0
10-58-52450	Rec / Adv / Printing	125	125	\$0	125	\$0	125	\$0
10-58-56600	Prof Svc - Consulting	0	0	\$0	0	\$0	0	\$0
	Total Outside Services	\$425	\$425	\$0	\$425	\$0	\$225	(\$200)
Materials & Supplies								
10-58-60110	Operating Supplies - Signage	\$1,800	\$1,800	\$0	\$1,800	\$0	\$0	(\$1,800)
	Total Materials & Supplies	\$1,800	\$1,800	\$0	\$1,800	\$0	\$0	(\$1,800)
	Total Historic Dist. Commiss.	\$2,225	\$2,225	\$0	\$2,225	\$0	\$225	\$225

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
L.E.M.A.							
Personnel Services							
10-60-51100 Regular Salaries	13,400	13,400	0	15,000	\$1,600	18,500	\$3,500
Total Personnel Services	\$13,400	\$13,400		\$15,000		\$18,500	\$3,500
Outside Services							
10-60-52100 Meetings / Conf / Training	\$2,445	\$2,445	0	\$1,200	(\$1,245)	\$1,200	\$0
10-60-52200 Memberships	275	275	0	100	(\$175)	100	\$0
10-60-52300 Postage	50	50	0	15	(\$35)	15	\$0
10-60-52500 Advertising / Printing	200	200	0	100	(\$100)	100	\$0
10-60-52600 Communications	275	275	0	275	\$0	275	\$0
10-60-57000 Maint Svc - Equipment	4,500	4,500	0	3,000	(\$1,500)	3,000	\$0
Total Outside Services	\$7,745	\$7,745	0	\$4,690	(\$3,055)	\$4,690	\$0
Materials & Supplies							
10-60-60100 Office Supplies	\$980	\$980	0	\$450	(\$530)	\$450	#DIV/0!
10-60-61200 Safety Equipment	1,000	1,000	0	600	(\$400)	600	\$0
10-60-61300 Tools & Hardware	100	100	0	50	(\$50)	50	\$0
10-60-61400 Uniforms	1,200	1,200	0	600	(\$600)	600	\$0
Total Materials & Supplies	\$3,280	\$3,280	0	\$1,700	(\$1,580)	\$1,700	\$0
Capital Outlay							
10-60-70200 Other Equipment	\$28,416	\$28,416	0	\$60,000	\$31,584	\$60,000	\$0
10-60-70300 Vehicles	0	0	0	0	\$0	0	\$0
Total Capital Outlay	\$28,416	\$28,416	0	\$60,000	\$31,584	\$60,000	\$0
Total L.E.M.A.	\$52,841	\$52,841	0	\$81,390	\$28,549	\$84,890	\$84,889

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Oder Alert Network								
	Personal Services							
10-61-51100	Regular Salaries	\$2,600	\$2,600	\$0	\$1,500	(\$1,100)	\$250	(\$1,250)
	Total Personal Services	\$2,600	\$2,600	\$0	\$1,500	(\$1,100)	\$250	(\$1,250)
	Outside Services							
10-61-52300	Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-61-52500	Advertising / Printing	0	0	\$0	0	\$0	0	\$0
10-61-56600	Pro Svc - Consulting	20,000	20,000	\$0	22,000	\$2,000	22,000	\$0
	Total Outside Services	\$20,000	\$20,000	\$0	\$22,000	\$2,000	\$22,000	\$0
	Materials & Supplies							
10-61-60100	Office Supplies	\$20	\$20	\$0	\$20	\$0	\$20	\$0
	Total Materials & Supplies	\$20	\$20	\$0	\$20	\$0	\$20	\$0
	Total Oder Alert Network	\$22,620	\$22,620	\$0	\$23,520	\$900	\$22,270	(\$1,250)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Environmental Commission							
Personal Services							
10-65-51100 Regular Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outside Services							
10-65-52300 Postage	\$100	\$100	\$0	\$100	\$0	\$100	\$0
10-65-52500 Advertising / Printing	200	200	\$0	200	\$0	200	\$0
10-65-53600 Public Relations	3,000	3,000	\$0	3,000	\$0	3,000	\$0
Total Outside Services	\$3,300	\$3,300	\$0	\$3,300	\$0	\$3,300	\$0
Materials & Supplies							
10-65-60100 Office Supplies	\$200	\$200	\$0	\$200	\$0	\$200	\$0
Total Materials & Supplies	\$200	\$200	\$0	\$200	\$0	\$200	\$0
Total Environmental Comm	\$3,500	\$3,500	\$0	\$3,500	\$0	\$3,500	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Video Access League								
	Capital Outlay							
10-70-70200	Other Equipment	\$9,000	\$9,000	\$0	\$9,000	\$0	\$11,000	\$2,000
	Total Capital Outlay	\$9,000	\$9,000	\$0	\$9,000	\$0	\$11,000	\$2,000
	Total Video Access League	\$9,000	\$9,000	\$0	\$9,000	\$0	\$11,000	\$2,000

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
General Accounts							
Outside Services							
10-90-52250 Bank Charges	\$9,000	\$9,000	\$0	\$9,000	\$0	\$10,500	\$1,500
10-90-53100 Health / Life Insurance	850,000	775,000	(\$75,000)	765,000	(\$10,000)	765,000	\$0
10-90-53200 IRMA / Insurance Deductible	10,000	10,000	\$0	10,000	\$0	10,000	\$0
10-90-53300 IRMA / Insurance Premium	280,000	280,000	\$0	283,190	\$3,190	283,190	\$0
10-90-53600 Public Relations	0	0	\$0	0	\$0	0	\$0
10-90-53700 Recognition Dinner	4,000	4,000	\$0	4,034	\$34	4,283	\$249
10-90-53900 Telephone Expense	80,000	80,000	\$0	80,000	\$0	85,000	\$5,000
10-90-54000 Unemployment Insurance	0	0	\$0	0	\$0	290	\$290
10-90-54250 Leases	3,400	3,400	\$0	3,400	\$0	3,400	\$0
10-90-56000 Pro Svc - Appraisal	5,000	5,000	\$0	0	(\$5,000)	0	\$0
10-90-56100 Pro Svc - Audit	35,000	35,000	\$0	28,000	(\$7,000)	28,000	\$0
10-90-56410 Pro Svc - Legal Corporate	60,000	80,000	\$20,000	100,000	\$20,000	100,000	\$0
10-90-56420 Pro Svc - Legal Adjudication	12,000	12,000	\$0	12,000	\$0	12,000	\$0
10-90-56430 Pro Svc - Legal Prosecution	18,000	18,000	\$0	18,000	\$0	18,000	\$0
10-90-56440 Pro Svc - Legal Labor	15,000	10,000	(\$5,000)	10,000	\$0	10,000	\$0
10-90-56500 Pro Svc - Medical	5,000	5,000	\$0	5,000	\$0	5,000	\$0
10-90-56600 Pro Svc - Consulting	0	37,000	\$37,000	50,000	\$13,000	45,000	(\$5,000)
10-90-57000 Maint Svc - Equipment	0	0	\$0	0	\$0	0	\$0
10-90-57010 Suggestion Awards/Empl Relations	0	0	\$0	0	\$0	0	\$0
10-90-57900 Special Census	0	0	\$0	0	\$0	0	\$0
10-90-57900 Developer Incentives	5,000	5,000	\$0	7,500	\$2,500	7,500	\$0
10-90-58100							
Total Outside Services	\$1,391,400	\$1,368,400	(\$23,000)	\$1,385,124	\$16,724	\$1,387,163	\$2,039
Materials & Supplies							
10-90-60601 Misc Grant Expenses	\$0	\$5,000	\$5,000	\$5,000	\$0	\$5,000	\$0
10-90-61600 Festival Expenses	\$8,000	\$11,000	\$3,000	\$11,000	\$0	\$11,000	\$0
Total Materials & Supplies	\$8,000	\$16,000	\$8,000	\$16,000	\$0	\$16,000	\$0
Capital Outlay							
10-90-70100 Office Equipment	\$15,000	\$15,000	\$0	\$10,000	(\$5,000)	\$10,000	\$0
Total Capital Outlay	\$15,000	\$15,000	\$0	\$10,000	(\$5,000)	\$10,000	\$0
Interfund Transfers Out							
10-90-80140 To Debt Service Fund	\$515,000	\$515,000	\$0	\$515,000	\$0	\$515,000	\$0
10-90-80500 To IMRF Fund	5,000	5,000	\$0	5,000	\$0	5,000	\$0
10-90-80800 To General Capital Improv Fund	30,000	30,000	\$0	30,000	\$0	30,000	\$0
10-90-80820 To Police Building Fund	0	0	\$0	0	\$0	0	\$0
10-90-80900 To Police Pension Fund	510,000	510,000	\$0	500,000	(\$10,000)	0	(\$500,000)
Total Interfund Transfers Out	\$1,060,000	\$1,060,000	\$0	\$1,050,000	(\$10,000)	\$550,000	(\$500,000)
10-90-90200	\$0	\$0		\$0		\$0	
Total General Accounts	\$2,474,400	\$2,459,400	(\$15,000)	\$2,461,124	\$1,724	\$1,963,163	(\$497,961)
Total Gen. Fund Expenses	\$8,616,583	\$8,576,188	(\$40,395)	\$8,520,967	(\$55,221)	\$8,056,705	(\$464,262)
Total General Fund Revenue	\$9,121,950	\$9,286,143	\$164,193	\$9,466,222	\$180,079	\$9,012,217	(\$454,005)
Total Gen. Fund Expenses	\$8,616,583	\$8,576,188	(\$40,395)	\$8,520,967	(\$55,221)	\$8,056,705	(\$464,262)
Difference	\$505,367	\$709,955	\$204,588	\$945,255	\$235,300	\$955,512	\$10,257

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Village Hall Improvement							
Other Income							
13-00-48100 Interest						\$700	
13-00-48600 Bond Proceeds						\$2,420,000	
13-00-48800 Premium on Bonds						\$39,769	
Total Other Income						\$2,460,469	
Transfer from Debt Service						\$90,000	
Total Revenue						\$2,550,469	
Expenses							
13-00-56950 Prof Serv - Bond Fees						\$25,346	
13-00-70100 Technology						\$50,000	
13-00-70700 Construction/Design/CM						\$45,000	
Total Expense						\$120,346	
Total Village Hall Revenue						\$2,550,469	
Total Village Hall Expense						\$120,346	
Difference						\$2,430,124	

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Debt Service Fund								
Revenue								
	Other Income							
	PY Funds						\$100,000	\$100,000
14-00-48100	Interest	\$500	\$500	\$0	\$500	\$0	\$500	\$0
14-00-48600	Bond Proceeds						\$1,000,000	
	Total Other Income	\$500	\$500	\$0	\$500	\$0	\$1,100,500	\$1,100,000
	Interfund Transfers In							
14-00-49100	From General Fund	\$515,000	\$515,000	\$0	\$515,000	\$0	\$515,000	\$0
14-00-49450	From Road Improvement Fund	732,030	732,030	\$0	732,030	\$0	732,030	\$0
14-00-49820	From Police Station Building Fund			\$0		\$0		\$0
	Total Interfund Transfers In	\$1,247,030	\$1,247,030	\$0	\$1,247,030	\$0	\$1,247,030	\$0
	Total Revenue	\$1,247,530	\$1,247,530	\$0	\$1,247,530	\$0	\$2,347,530	\$1,100,000
Expenses								
	Outside Services							
14-00-56950	Bond Fees	\$3,000	\$3,000	\$0	\$3,000	\$0	\$3,000	\$0
	Total Outside Services	\$3,000	\$3,000	\$0	\$3,000	\$0	\$3,000	\$0
	Interfund Transfers Out							
14-00-80250	To W & S Capital Improvement Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14-00-80810	Village Hall Improvement Fund	0	0	\$0	0	\$0	90,000	\$90,000
	Total Interfund Transfers Out	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000
	Debt Service							
14-00-82100	2000A Road Imp Bond Principal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14-00-82200	2000A Road Imp Bond Interest	0	0	\$0	0	\$0	0	\$0
14-00-82510	2004 Sales Tax Rev LRM Bond Principal	345,000	345,000	\$0	345,000	\$0	345,000	\$0
14-00-82520	2004 Sales Tax Rev LRM Bond Interest	63,500	63,500	\$0	63,500	\$0	63,500	\$0
14-00-82530	2005 ARS Project Bond Prinicpal	65,000	65,000	\$0	65,000	\$0	65,000	\$0
14-00-82540	2005 ARS Project Bond Interest	50,015	50,015	\$0	50,015	\$0	50,015	\$0
14-00-82550	2007 ARS Police Bldg Bond Principal	200,000	200,000	\$0	200,000	\$0	200,000	\$0
14-00-82560	2007 ARS Police Bldg Bond Interest	303,760	303,760	\$0	303,760	\$0	303,760	\$0
14-00-82570	2008 ARS Police Bldg Bond Principal	55,000	55,000	\$0	55,000	\$0	55,000	\$0
14-00-82580	2008 ARS Police Bldg Bond Interest	73,270	73,270	\$0	73,270	\$0	73,270	\$0
	Tollway Payment	100,000	100,000	\$0	100,000	\$0	1,100,000	\$1,000,000
	Total Debt Service	\$1,255,545	\$1,255,545	\$0	\$1,255,545	\$0	\$2,255,545	\$1,000,000
	Total Expenses	\$1,258,545	\$1,258,545	\$0	\$1,258,545	\$0	\$2,348,545	\$1,090,000
	Total Revenue	\$1,247,530	\$1,247,530	\$0	\$1,247,530	\$0	\$2,347,530	\$1,100,000
	Total Expenses	\$1,258,545	\$1,258,545	\$0	\$1,258,545	\$0	\$2,348,545	\$1,090,000
	Difference	(\$11,015)	(\$11,015)	\$0	(\$11,015)	\$0	(\$1,015)	\$10,000

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Working Cash Fund							
Revenue							
15-00-41700							
Real Estate Taxes							
Working Cash	\$5,000	\$2,500	(\$2,500)	\$2,500	\$0	\$1,000	(\$1,500)
Total Real Estate Taxes	\$5,000	\$2,500	(\$2,500)	\$2,500	\$0	\$2,500	\$0
15-00-48100							
Other Income							
Interest	\$10,000	\$3,000	(\$7,000)	\$3,000	\$0	\$3,000	\$0
Total Other Income	\$10,000	\$500	(\$9,500)	\$500	\$0	\$500	\$0
Total Revenue	\$15,000	\$5,500	(\$9,500)	\$5,500	\$0	\$5,500	\$0
Expenses							
15-00-80100							
Interfund Transfers Out							
To General Fund	\$10,000	\$3,000	(\$7,000)	\$3,000	\$0	\$3,000	\$0
Total Interfund Transfers Out	\$10,000		(\$10,000)		\$0		\$0
Total Expenses	\$10,000	\$3,000	(\$7,000)	\$3,000	\$0	\$3,000	\$0
Total Revenue	\$15,000	\$5,500	(\$9,500)	\$5,500	\$0	\$5,500	\$0
Total Expenses	\$10,000	\$3,000	(\$7,000)	\$3,000	\$0	\$3,000	\$0
Difference	\$5,000	\$2,500	(\$2,500)	\$2,500	\$0	\$2,500	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
T.I.F. Fund								
Revenues								
17-00-40005	Reallocated P/Y Funds	\$0						
	Real Estate Taxes							
17-00-41750	T.I.F. District	\$980,000	\$990,000	\$10,000	\$990,000	\$0	\$990,000	\$0
	Total Real Estate Taxes	\$980,000	\$990,000	\$10,000	\$990,000	\$0	\$990,000	\$0
	Other Income							
17-00-48100	Interest	\$1,000	\$500	(\$500)	\$500	\$0	\$500	\$0
17-00-47700	Engr / Main Street Project	0		\$0		\$0		\$0
17-00-47710	Engr / Const Reimb - Canal St	0		\$0		\$0		\$0
	Total Other Income	\$1,000	\$500	(\$500)	\$500	\$0	\$500	\$0
	Total T.I.F. Revenues	\$981,000	\$990,500	\$9,500	\$990,500	\$0	\$990,500	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
T.I.F. Administrative Expenses								
	Personal Services							
17-00-51100	Regular Salaries	\$45,000	\$46,125	\$1,125	\$46,125	\$0	\$47,000	\$875
17-00-51850	FICA / IMRF	8,050	8,050	\$0	8,050	\$0	8,200	\$150
	Total Personal Services	\$53,050	\$54,175	\$1,125	\$54,175	\$0	\$55,200	\$1,025
	Outside Services							
17-00-52200	Memberships	\$375	\$375	\$0	\$375	\$0	\$375	\$0
17-00-52300	Postage	50	50	\$0	50	\$0	50	\$0
17-00-52450	Rec / Ad / Printing	0	0	\$0	0	\$0	0	\$0
17-00-56100	Prof Svc - Audit	5,000	2,500	(\$2,500)	2,500	\$0	2,500	\$0
17-00-56900	Prof Svc - TIF Marketing	35,000	25,000	(\$10,000)	25,000	\$0	25,000	\$0
17-00-56950	Prof Svc - Bond Fees	1,200	1,200	\$0	1,200	\$0	1,200	\$0
	Total Outside Services	\$41,625	\$29,125	(\$12,500)	\$29,125	\$0	\$29,125	\$0
	Materials & Supplies							
17-00-60100	Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Capital Outlay							
17-00-70700	Construction	\$15,000	\$19,000	\$4,000	\$19,000	\$0	\$19,000	\$0
	Total Outlay	\$15,000	\$19,000	\$4,000	\$19,000	\$0	\$19,000	\$0
	Interfund Transfers Out							
17-00-80300	To T.I.F. Canal Dist. Fund	\$100,000	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
	Total Interfund Transfers Out	\$100,000	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
	Total T.I.F. Admin, Expenses	\$209,675	\$202,300	(\$7,375)	\$202,300	\$0	\$203,325	\$1,025

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
T.I.F. Capital Expenses								
	Talcott Street Improvements							
17-11-550100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17-11-550200	Construction	\$0	\$14,000	\$14,000	\$14,000	\$0	\$14,000	\$0
	Total Talcott Street Improvements	\$0	\$14,000	\$14,000	\$14,000	\$0	\$14,000	\$0
	Main Street Improvements							
17-11-561100	Engineering	\$0	\$1,500	\$1,500	\$1,500	\$0	\$1,500	\$0
17-11-561200	Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Main Street Improvements	\$0	\$1,500	\$1,500	\$1,500	\$0	\$1,500	\$0
	Signage / Design Grants							
17-11-567200	Construction	\$25,000	\$25,000	\$0	\$25,000	\$0	\$25,000	\$0
	Total Signage / Design Grants	\$25,000	\$25,000	\$0	\$25,000	\$0	\$25,000	\$0
	Canal / Lemont Street & Stephen Parking							
17-11-571100	Engineering	\$0	\$5,000	\$5,000	\$5,500	\$500	\$8,300	\$2,800
17-11-571200	Construction	\$40,000	\$40,000	\$0	\$68,000	\$28,000	\$68,000	\$0
	Total Canal / Lemont Street Parking	\$40,000	\$45,000	\$5,000	\$73,500	\$28,500	\$76,300	\$2,800
	Stephen St Lot							
17-11-572100	Engineering	\$0	\$5,000	\$5,000	\$4,700	(\$300)	\$4,700	\$0
17-11-572200	Construction	\$20,000	\$20,000	\$0	\$0	(\$20,000)	\$0	\$0
	Total Stephen St Lot	\$20,000	\$25,000	\$5,000	\$4,700	(\$20,300)	\$4,700	\$0
	Illinois Street							
17-11-581100	Engineering	\$25,000	\$55,000	\$30,000	\$75,000	\$20,000	\$75,000	\$0
	Total Illinois Street	\$25,000	\$55,000	\$30,000	\$55,000	\$0	\$55,000	\$0
	Debt Service							
17-11-82010	Talcott Loan Principal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17-11-82020	Talcott Loan Interest	0	0	\$0	0	\$0	0	\$0
17-11-82425	2005 Ref Bond Principal	435,000	435,000	\$0	435,000	\$0	435,000	\$0
17-11-82430	2005 Ref Bond Interest	86,273	86,273	\$0	86,273	\$0	86,273	\$0
17-11-82500	Senior Housing Senior Bond	62,000	62,000	\$0	33,000	(\$29,000)	33,000	\$0
17-11-82600	Senior Housing Junior Lein	1,000	1,000	\$0	0	(\$1,000)	0	\$0
	Total Debt Service	\$584,273	\$584,273	\$0	\$554,273	(\$30,000)	\$554,273	\$0
	Total Capital Expenses	\$694,273	\$749,773	\$55,500	\$727,973	(\$21,800)	\$730,773	\$2,800
	Tot T.I.F. Expenses	\$903,948	\$952,073	\$48,125	\$930,273	(\$21,800)	\$934,098	\$3,825
	Total T.I.F. Revenues	\$981,000	\$990,500	\$9,500	\$990,500	\$0	\$990,500	\$0
	Total T.I.F. Expenses	\$903,948	\$952,073	\$48,125	\$930,273	(\$21,800)	\$934,098	\$3,825
	Difference	\$77,052	\$38,427	(\$38,625)	\$60,227	\$21,800	\$56,402	(\$3,825)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Water & Sewer Fund								
Revenues								
22-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Charges for Service								
22-00-45100	Fines							
22-00-46210	Cell Tower Lease	64,000	64,000	\$0	64,000	\$0	64,000	\$0
22-00-46300	Developer Reimb / B-Box Reinsp	1,000	1,000	\$0	1,000	\$0	1,000	\$0
22-00-46400	Water Usage	2,950,000	3,100,000	\$150,000	3,000,000	(\$100,000)	2,950,000	(\$50,000)
22-00-46401	Water Penalty	25,000	35,000	\$10,000	35,000	\$0	38,000	\$3,000
22-00-46500	Meter Fees	20,000	20,000	\$0	20,000	\$0	17,000	(\$3,000)
22-00-46550	Sewer Charges	800,000	850,000	\$50,000	875,000	\$25,000	890,000	\$15,000
22-00-46551	Sewer Penalty	7,500	12,500	\$5,000	12,500	\$0	12,500	\$0
22-00-46630	Turn-on Fee	300	300	\$0	300	\$0	300	\$0
22-00-46650	Metered Water Use (hydrant)	5,000	5,000	\$0	5,000	\$0	5,000	\$0
	Total Charges for Service	\$3,872,800	\$4,087,800	\$215,000	\$4,012,800	(\$75,000)	\$3,977,800	(\$35,000)
Other Income								
22-00-48100	Interest	\$1,500	\$1,500	\$0	\$600	(\$900)	\$600	\$0
22-00-48300	Sale of Village Property	0	0	\$0	0	\$0	0	\$0
	Build America Bond Tax Rebate	113,360	113,360	\$0	113,360	\$0	113,360	\$0
22-00-48500	Miscellaneous Income	1,500	1,500	\$0	600	(\$900)	600	\$0
	Total Other Income	\$116,360	\$116,360	\$0	\$114,560	(\$1,800)	\$114,560	\$0
Total Revenues		\$3,989,160	\$4,204,160	\$215,000	\$4,127,360	(\$76,800)	\$4,092,360	(\$35,000)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Water Expenses							
Personal Services							
22-05-51100 Regular Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22-05-51200 Overtime	0	0	\$0	0	\$0	0	\$0
22-05-51400 Temporary Salaries	0	0	\$0	0	\$0	0	\$0
Total Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outside Services							
22-05-52100 Meetings / Conf / Training	\$2,000	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0
22-05-52200 Membership Fees	500	500	\$0	500	\$0	500	\$0
22-05-52250 Bank Charges	0	0	\$0	0	\$0	0	\$0
22-05-52300 Postage	23,000	23,000	\$0	23,000	\$0	23,000	\$0
22-05-52450 Rec / Ad / Print	3,500	5,500	\$2,000	5,500	\$0	5,500	\$0
22-05-52550 Newsletter	500	500	\$0	500	\$0	500	\$0
22-05-52600 Communications	1,000	1,000	\$0	1,000	\$0	1,000	\$0
22-05-54300 Dumping Fees	11,000	7,500	(\$3,500)	7,500	\$0	7,500	\$0
22-05-54400 Electricity / Gas / Phone	290,000	310,000	\$20,000	300,000	(\$10,000)	297,000	(\$3,000)
22-05-56200 Pro Svc - Data Processing	1,000	1,000	\$0	1,000	\$0	3,500	\$2,500
22-05-56300 Pro Svc - Engineering	4,500	4,500	\$0	4,500	\$0	4,500	\$0
22-05-56700 Pro Svc - Testing	15,000	15,000	\$0	15,000	\$0	7,000	(\$8,000)
22-05-57000 Maint Svc - Equipment	100,000	100,000	\$0	25,000	(\$75,000)	5,000	(\$20,000)
22-05-58000 Maint Svc - Softener	9,000	9,000	\$0	9,000	\$0	9,000	\$0
22-05-58100 Maint Svc - Water System	25,000	25,000	\$0	15,000	(\$10,000)	22,000	\$7,000
22-05-58200 Build Illinois Loan Payment	0	0	\$0	0	\$0	0	\$0
Total Outside Services	\$486,000	\$504,500	\$18,500	\$409,500	(\$95,000)	\$388,000	(\$21,500)
Materials & Supplies							
22-05-60100 Office Supplies	\$6,000	\$7,000	\$1,000	\$7,000	\$0	\$7,000	\$0
22-05-60850 Maint Supplies - Water System	15,000	12,500	(\$2,500)	12,500	\$0	12,500	\$0
22-05-60950 Maint Supplies - Wells	4,000	4,000	\$0	4,000	\$0	4,000	\$0
22-05-61050 Maint Supplies - Softener	118,000	75,000	(\$43,000)	75,000	\$0	75,000	\$0
22-05-61200 Safety Equipment	1,000	1,000	\$0	1,000	\$0	1,000	\$0
22-05-61300 Tools & Hardware	2,000	2,000	\$0	2,000	\$0	2,000	\$0
22-05-61400 Uniforms	5,000	5,000	\$0	5,000	\$0	5,000	\$0
Total Materials & Supplies	\$151,000	\$106,500	(\$44,500)	\$106,500	\$0	\$106,500	\$0
Capital Outlay							
22-05-70100 Office Equipment	\$4,700	\$4,700	\$0	\$4,700	\$0	\$4,700	\$0
22-05-70200 Other Equipment	120,000	120,000	\$0	63,000	(\$57,000)	63,000	\$0
22-05-70300 Vehicles	50,000	57,000	\$7,000	87,000	\$30,000	87,000	\$0
Total Capital Outlay	\$174,700	\$181,700	\$7,000	\$154,700	(\$27,000)	\$154,700	\$0
Total Water Expenses	\$811,700	\$792,700	(\$19,000)	\$670,700	(\$122,000)	\$649,200	(\$21,500)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Sewer Expenses								
Outside Services								
22-10-54150	Utility Exp - Lift Station	\$28,000	\$23,000	(\$5,000)	\$23,000	\$0	\$23,000	\$0
22-10-56300	Pro Svc - Engineering	45,000	30,000	(\$15,000)	18,000	(\$12,000)	19,500	\$1,500
22-10-57050	Maint Svc - Sewer System	75,000	75,000	\$0	75,000	\$0	81,000	\$6,000
22-10-57150	Maint Svc - Lift Station	40,000	40,000	\$0	30,000	(\$10,000)	21,000	(\$9,000)
22-10-58300	MWRD User Fee	15,000	15,000	\$0	15,000	\$0	15,000	\$0
	Total Outside Services	\$203,000	\$183,000	(\$20,000)	\$161,000	(\$22,000)	\$159,500	(\$1,500)
Materials & Supplies								
22-10-60650	Maint Supplies - Sewer	\$15,000	\$15,000	\$0	\$10,000	(\$5,000)	\$10,000	\$0
22-10-61300	Tools & Hardware	0	0	\$0	0	\$0	0	\$0
	Total Materials & Supplies	\$15,000	\$15,000	\$0	\$10,000	(\$5,000)	\$10,000	\$0
	Total Sewer Expenses	\$218,000	\$198,000	(\$20,000)	\$171,000	(\$27,000)	\$169,500	(\$1,500)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
W&S Gen. Account Expenses								
	Personal Services							
22-15-51100	Regular Salaries	\$604,098	\$647,000	\$42,902	\$647,000	\$0	\$647,000	\$0
22-15-51200	Overtime	40,000	33,000	(\$7,000)	33,000	\$0	24,000	(\$9,000)
22-15-51400	Temporary Salaries	20,000	18,000	(\$2,000)	18,000	\$0	18,000	\$0
	Total Personal Services	\$664,098	\$698,000	\$33,902	\$698,000	\$0	\$689,000	(\$9,000)
	Outside Services							
22-15-52250	Bank Charges	\$9,400	\$9,400	\$0	\$9,400	\$0	\$9,400	\$0
22-15-53100	Health / Life Insurance	225,000	225,000	\$0	236,000	\$11,000	236,000	\$0
22-15-54110	NDPES	10,000	10,000	\$0	10,000	\$0	11,000	\$1,000
22-15-56000	Pro Svc - Appraisal	2,000	2,000	\$0	2,000	\$0	2,000	\$0
22-15-56010	GASB 34	0	0	\$0	0	\$0	0	\$0
22-15-56110	Geographic Info System	10,000	10,000	\$0	10,000	\$0	7,500	(\$2,500)
22-15-58010	Pro Svc - Other Projects	10,000	10,000	\$0	10,000	\$0	0	(\$10,000)
	Total Outside Services	\$266,400	\$266,400	\$0	\$277,400	\$11,000	\$265,900	(\$11,500)
	Reimbursement							
22-15-80100	General Fund for Administrative Expenses	\$858,407	\$1,000,000	\$141,593	\$1,050,000	\$50,000	\$1,050,000	\$0
	Interfund Transfers Out							
22-15-80230	To W&S Alt Rev Bond	803,555	803,955	\$400	803,955	\$0	803,955	\$0
22-15-80250	To W&S Cap Improv Fund	282,000	282,000	\$0	371,000	\$89,000	371,000	\$0
22-15-80350	To Gateway TIF Fund	35,000	35,000	\$0	35,000	\$0	35,000	\$0
22-15-80450	To Road Improvement Fund	0	0	\$0	0	\$0	0	\$0
22-15-80800	To Gen Cap Improv Fund	50,000	50,000	\$0	50,000	\$0	50,000	\$0
22-15-80810	To Public Works Building Fund	0	0	\$0	0	\$0	0	\$0
	Total Interfund Transfers Out	\$1,170,555	\$1,170,955	\$400	\$1,259,955	\$89,000	\$1,259,955	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total W&S Gen. Account Exp.	\$2,959,460	\$3,135,355	\$175,895	\$3,285,355	\$150,000	\$3,264,855	(\$20,500)
	Total Water & Sewer Exp	\$3,989,160	\$4,126,055	\$136,895	\$4,127,055	\$1,000	\$4,083,555	(\$43,500)
	Total Water & Sewer Revenue	\$3,989,160	\$4,204,160	\$215,000	\$4,127,360	(\$76,800)	\$4,092,360	(\$35,000)
	Total Water & Sewer Expenses	\$3,989,160	\$4,126,055	\$136,895	\$4,127,055	\$1,000	\$4,083,555	(\$43,500)
	Difference	\$0	\$78,105	\$78,105	\$305	(\$77,800)	\$8,805	\$8,500

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
W&S Alternate Rev.Bond Fund								
Revenue								
	Other Income							
23-00-48100	Interest	\$500	\$100	(\$400)	\$100	\$0	\$100	\$0
	Total Other Income	\$500	\$100	(\$400)	\$100	\$0	\$100	\$0
	Interfund Transfers In							
23-00-49270	From Capitalized interest	225,203	225,203	\$0	225,203	\$0	225,203	\$0
23-00-49220	From W&S Operation & Maint	\$803,555	\$803,955	\$400	\$803,955	\$0	\$803,955	\$0
	Total Interfund Transfers In	\$1,028,758	\$1,029,158	\$400	\$1,029,158	\$0	\$1,029,158	\$0
	Total Revenue	\$1,029,258	\$1,029,258	\$0	\$1,029,258	\$0	\$1,029,258	\$0
Expenses								
	Outside Services							
23-00-56950	Bond Fees	\$1,600	\$1,600	\$0	\$1,600	\$0	\$1,600	\$0
	Total Outside Services	\$1,600	\$1,600	\$0	\$1,600	\$0	\$1,600	\$0
	Debt Service							
23-00-82101	2004 Well 6 Bond Principal	\$270,000	\$270,000	\$0	\$270,000	\$0	\$270,000	\$0
23-00-82102	2004 Well 6 Bond Interest	188,705	188,705	\$0	188,705	\$0	188,705	\$0
	2010 Build America Principal	0	0	\$0	0	\$0	0	\$0
	2010 Build America Interest	338,563	338,563	\$0	338,563	\$0	338,563	\$0
23-00-82205	2005 ARS W&S Refunding Bond Principal	195,000	195,000	\$0	195,000	\$0	195,000	\$0
23-00-82210	2005 ARS W&S Refunding Bond Interest	35,390	35,390	\$0	35,390	\$0	35,390	\$0
	Total Debt Service	\$1,027,658	\$1,027,658	\$0	\$1,027,658	\$0	\$1,027,658	\$0
	Total W&S A.R.S. Bond Exp	\$1,029,258	\$1,029,258	\$0	\$1,029,258	\$0	\$1,029,258	\$0
	Total W&S A.R.S. Bond Rev	\$1,029,258	\$1,029,258	\$0	\$1,029,258	\$0	\$1,029,258	\$0
	Total W&S A.R.S. Bond Exp	\$1,029,258	\$1,029,258	\$0	\$1,029,258	\$0	\$1,029,258	\$0
	Difference	(\$0)	(\$0)	\$0	(\$0)	\$0	(\$0)	(\$0)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
W&S Capital Improvement Fund								
Revenues								
25-00-40005	Reallocated P/Y Funds	\$3,314,917	\$4,150,739	\$835,822	\$4,150,739	\$0	\$4,150,739	\$0
				\$0				
	Revenues			\$0				
	Charges for Service			\$0		\$0		\$0
25-00-46450	Connection Fee - Water	\$125,000	\$125,000	\$0	\$100,000	(\$25,000)	\$100,000	\$0
25-00-46600	Connection Fee - Sewer	75,000	75,000	\$0	65,000	(\$10,000)	65,000	\$0
	Total Charges for Service	\$200,000	\$200,000	\$0	\$165,000	(\$35,000)	\$165,000	\$0
	Other Income							
25-00-48100	Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25-00-48350	Developer Contributions	105,000	128,000	\$23,000	140,622	\$12,622	140,622	\$0
25-00-48505	CBDG / Watermain	80,000	120,000	\$40,000	120,000	\$0	120,000	\$0
	Misc. Income	0	8,000	\$8,000	8,000	\$0	8,000	\$0
	Total Other Income	\$185,000	\$256,000	\$71,000	\$268,622	\$12,622	\$268,622	\$0
	Interfund Transfers In							
25-00-49140	From Debt Service Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25-00-49220	From W&S Operation & Maint	282,000	282,000	\$0	371,000	\$89,000	371,000	\$0
25-00-49450	From Road Improvement Fund	0	0	\$0	0	\$0	0	\$0
	Total Interfund Transfers In	\$282,000	\$282,000	\$0	\$371,000	\$89,000	\$371,000	\$0
	Total Revenues	\$3,981,917	\$4,888,739	\$906,822	\$4,955,361	\$66,622	\$4,955,361	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Expenses							
25-00-517100	Logan Dam						
25-00-517201	Engr - Flood Control	\$15,000	\$13,000	(\$2,000)	\$12,000	(\$1,000)	\$12,000
25-00-517201	Construction	100,000	60,775	(\$39,225)	45,000	(\$15,775)	45,000
	Total Logan Dam	\$115,000	\$73,775	(\$41,225)	\$57,000	(\$16,775)	\$57,000
25-00-565100	Bell Road W&S Main(West Shore)						
25-00-565200	Engineering	\$12,750	\$36,000	\$23,250	\$36,000	\$0	\$36,000
25-00-565200	Construction	92,242	92,242	\$0	\$100,000	\$7,758	\$100,000
	Total Bell Road W&S Main	\$104,992	\$128,242	\$23,250	\$136,000	\$7,758	\$136,000
25-00-566100	Warner Eureka Storm Sewer -grant			\$0		\$0	\$0
25-00-566200	Engineering	\$25,000	\$9,000	(\$16,000)	\$9,000	\$0	\$9,000
25-00-566200	Construction	87,500	395,007	\$307,507	\$395,007	\$0	\$395,007
	Total Warner Eureka Storm Sewer	\$112,500	\$404,007	\$291,507	404007	\$0	\$404,007
25-00-567100	State Street and Houston Softener						
25-00-567200	Engineering	\$200,000	\$68,277	(\$131,723)	\$70,000	\$1,723	\$70,000
25-00-567200	Construction	1,800,000	1,850,000	\$50,000	1,850,000	\$0	1,850,000
	Total New Avenue	\$2,000,000	\$1,918,277	(\$81,723)	\$1,920,000	\$1,723	\$1,920,000
25-00-568100	Houston St Rehab - Painting						
25-00-568200	Engineering	\$9,000	\$3,026	(\$5,974)	\$1,600	(\$1,426)	\$1,600
25-00-568200	Construction	144,680	165,580	\$20,900	173,000	\$7,420	173,000
	Total Houston St Rehab	\$153,680	\$168,606	\$14,926	\$174,600	\$5,994	\$174,600
25-00-569100	Houston St Water Main						
25-00-569200	Engineering	\$10,994	\$19,598	\$8,605	\$19,598	\$0	\$19,598
25-00-569200	Construction	91,613	383,451	\$291,838	383,451	\$0	383,451
	Total Houston St Water Main	\$102,606	\$403,049	\$300,443	\$403,049	\$0	\$403,049
25-00-570100	Kim/Kip/Keepataw Water Main						
25-00-570200	Engineering	\$14,590	\$26,281	\$11,691	\$31,000	\$4,719	\$31,000
25-00-570200	Construction	145,909	385,758	\$239,849	420,000	\$34,242	420,000
	Total Kim / Kip Water Main	\$160,499	\$412,039	\$251,540	\$451,000	\$38,961	\$451,000
25-00-571100	New Avenue / Timberline-Lockport						
25-00-571200	Engineering	\$80,000	\$90,000	\$10,000	\$110,000	\$20,000	\$110,000
25-00-571200	Construction	810,440	791,736	(\$18,704)	791,736	\$0	791,736
	Total New Avenue	\$890,440	\$881,736	(\$8,704)	\$901,736	\$20,000	\$901,736
25-00-572100	Illinois Street - Lockport to State						
25-00-572200	Engineering	\$6,000	\$0	(\$6,000)	\$0	\$0	\$0
25-00-572200	Construction	\$40,000	\$0	(\$40,000)	\$0	\$0	\$0
	Total Illinois Street - Lockport to State	\$46,000	\$0	(\$46,000)	\$0	\$0	\$0
25-00-573100	State Street Water - Wend to Peiffer/Warner						
25-00-573200	Engineering	\$12,000	\$31,000	\$19,000	\$31,000	\$0	\$31,000
25-00-573200	Construction	\$75,000	\$245,800	\$170,800	\$245,800	\$0	\$245,800
	Total State Street Water - Wend to Peiffer	\$87,000	\$276,800	\$189,800	\$276,800	\$0	\$276,800
25-00-574100	Keepataw / Freehauf Spillway						
25-00-574200	Engineering	\$7,200	\$8,000	\$800	\$8,000	\$0	\$8,000
25-00-574200	Construction	\$60,000	\$43,100	(\$16,900)	\$43,100	\$0	\$43,100
	Total Keepataw / Freehauf Spillway	\$67,200	\$51,100	(\$16,100)	\$51,100	\$0	\$51,100
	Water Main - McCarthy Rd - CBDG						

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
25-00-575100	Engineering	\$42,000	\$42,000	\$0	\$42,000	\$0	\$42,000	\$0
25-00-575200	Construction	\$100,000	\$122,000	\$22,000	\$122,000	\$0	\$122,000	\$0
	Total Water Main - McCarthy Rd - CDBG	\$142,000	\$164,000	\$22,000	\$164,000	\$0	\$164,000	\$0
	Total W&S Cap Imp Exp	\$3,981,917	\$4,881,631	\$899,714	\$4,939,292	\$57,661	\$4,939,292	\$0
	Total W&S Cap Imp Rev	\$3,981,917	\$4,888,739	\$906,822	\$4,955,361	\$66,622	\$4,955,361	\$0
	Total W&S Cap Imp Exp	\$3,981,917	\$4,881,631	\$899,714	\$4,939,292	\$57,661	\$4,939,292	\$0
	Difference	(\$0)	\$7,108	\$7,108	\$16,069	\$8,961	\$16,069	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Downtown Canal Dist. T.I.F.								
Revenues								
30-00-40005	Reallocated P/Y Funds	\$60,000	\$92,000	\$32,000	\$92,000	\$0	\$92,000	\$0
30-00-41755	Real Estate Taxes T.I.F. Canal District	\$215,000	\$182,000	(\$33,000)	\$182,000	\$0	\$202,000	\$20,000
	Total Real Estate Taxes	\$215,000	\$182,000	(\$33,000)	\$182,000	\$0	\$202,000	\$20,000
30-00-48100	Other Income Interest	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
30-00-48600	Developer Contribution Bond Proceeds	\$65,000 0	\$65,000 0	\$0 0	\$65,000 0	\$0 0	\$65,000 0	\$0 0
	Total Other Income	\$66,000	\$66,000	\$0	\$66,000	\$0	\$66,000	\$0
30-00-49170	Interfund Transfers In From T.I.F. Downtown Fund	\$100,000	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
	Total Interfund Transfers In	\$100,000	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
	Total D/T Canal Dist. Revenues	\$441,000	\$440,000	(\$1,000)	\$440,000	\$0	\$460,000	\$20,000
Expenses								
30-00-52450	Outside Services Rec / Adv / Printing	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-00-56100	Pro Svc - Audit	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
30-00-56950	Bond Fees	1,000	1,000	\$0	1,000	\$0	1,000	\$0
	Total Outside Services	\$2,000	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0
30-11-516100	River / Front Street Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-11-516200	Construction	0	0	\$0	0	\$0	0	\$0
	Total Outside Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-11-517100	Parking Garage Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-11-517200	Construction	35,000	35,000	\$0	35,000	\$0	29,000	(\$6,000)
	Total Parking Garage	\$35,000	\$35,000	\$0	\$35,000	\$0	\$29,000	(\$6,000)
30-11-82301	Debt Service 2007 Canal Bond Principal	\$100,000	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
30-11-82302	2007 Canal Bond Interest	109,575	109,575	\$0	109,575	\$0	109,575	\$0
30-11-82304	2010 Canal TIF P&I	68,830	68,830	\$0	68,830	\$0	68,830	\$0
	Total Debt Service	\$278,405	\$278,405	\$0	\$278,405	\$0	\$278,405	\$0
30-11-70200	Capital Outlay Other Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-11-70700	Construction	125,000	125,000	\$0	125,000	\$0	155,000	\$30,000
	Total Capital Outlay	\$125,000	\$125,000	\$0	\$125,000	\$0	\$155,000	\$30,000
	Total Expenses	\$440,405	\$440,405	\$0	\$440,405	\$0	\$464,405	\$24,000
	Total Revenues	\$441,000	\$440,000	(\$1,000)	\$440,000	\$0	\$460,000	\$20,000
	Total Expenses	\$440,405	\$440,405	\$0	\$440,405	\$0	\$464,405	\$24,000
	Difference	\$595	(\$405)	(\$1,000)	(\$405)	\$0	(\$4,405)	(\$4,000)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Gateway T.I.F.								
Revenues								
34-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34-00-41756	Real Estate Taxes Gateway TIF District	\$100,000	\$100,000	\$0	\$100,000	\$0	\$125,000	\$25,000
	Total Real Estate Taxes	\$100,000	\$100,000	\$0	\$100,000	\$0	\$125,000	\$25,000
	Total Revenues	\$100,000	\$100,000	\$0	\$100,000	\$0	\$125,000	\$25,000
Expenses								
34-00-56600	Outside Service Consulting		\$30,000	\$30,000	\$30,000	\$0	\$30,000	\$0
34-00-56950	Bond Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Outside Services	\$0	\$30,000	\$30,000	\$30,000	\$0	\$30,000	\$0
34-00-70700	Construction		50000	\$50,000	50000	\$0	2700	(\$47,300)
	Total Capital Outlay		50000	\$50,000	50000	\$0	2700	(\$47,300)
	Interfund Transfers Out SSA #1 - Fund 35	\$50,000	\$0	(\$50,000)	\$0	\$0	\$0	\$0
		0	0	\$0	0	\$0	0	\$0
	Total Transfers Out	\$50,000	\$0	(\$50,000)	\$0	\$0	\$0	\$0
	Total Expenses	\$50,000	\$80,000	\$30,000	\$80,000	\$0	\$32,700	(\$47,300)
	Total Revenues	\$100,000	\$100,000	\$0	\$100,000	\$0	\$125,000	\$25,000
	Total Expenses	\$50,000	\$80,000	\$30,000	\$80,000	\$0	\$32,700	(\$47,300)
	Difference	\$50,000	\$20,000	(\$30,000)	\$20,000	\$0	\$92,300	\$72,300

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
SSA #1								
Revenues								
35-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35-00-41757	Real Estate Taxes SSA #1	\$56,000	\$106,000	\$50,000	\$106,000	\$0	\$147,000	\$41,000
	Total Real Estate Taxes	\$56,000	\$106,000	\$50,000	\$106,000	\$0	\$147,000	\$41,000
35-00-49220	Interfund Transfers In From Water & Sewer Fund	\$35,000	\$35,000	\$0	\$35,000	\$0	\$35,000	\$0
	From Gateway TIF	\$50,000	\$0	(\$50,000)	\$0	\$0	\$0	\$0
	Total Interfund Transfers In	\$85,000	\$35,000	(\$50,000)	\$35,000	\$0	\$35,000	\$0
	Total Revenues	\$141,000	\$141,000	\$0	\$141,000	\$0	\$182,000	\$41,000
Expenses								
35-00-56950	Outside Service Bond Fees	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
	Total Outside Services	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
	Debt Service Payments Principal	\$65,000	\$65,000	\$0	\$65,000	\$0	\$65,000	\$0
	Interest	74,713	74,713	\$0	74,713	\$0	74,713	\$0
	Total Debt Service Payments	\$139,713	\$139,713	\$0	\$139,713	\$0	\$139,713	\$0
	Total Expenses	\$140,713	\$140,713	\$0	\$140,713	\$0	\$140,713	\$0
	Total Revenues	\$141,000	\$141,000	\$0	\$141,000	\$0	\$182,000	\$41,000
	Total Expenses	\$140,713	\$140,713	\$0	\$140,713	\$0	\$140,713	\$0
	Difference	\$287	\$287	\$0	\$287	\$0	\$41,287	\$41,000

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Motor Fuel Tax Fund								
Revenues								
40-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-00-43700	State Shared Revenue Allotments	\$380,000	\$473,000	\$93,000	\$473,000	\$0	\$473,000	\$0
	Total State Shared Revenue	\$380,000	\$473,000	\$93,000	\$473,000	\$0	\$473,000	\$0
40-00-48100	Other Income Interest	\$1,000	\$4,000	\$3,000	\$4,000	\$0	\$4,000	\$0
	Total Other Income	\$1,000	\$4,000	\$3,000	\$4,000	\$0	\$4,000	\$0
	Total Revenues	\$381,000	\$477,000	\$96,000	\$477,000	\$0	\$477,000	\$0
Expenses								
40-00-53000	Outside Services Electricity - Street Lighting	\$25,000	\$25,000	\$0	\$25,000	\$0	\$25,000	\$0
40-00-56300	Pro Svc - Engineering	10,000	10,000	\$0	10,000	\$0	15,000	\$5,000
40-00-58150	Maint Svc - Streets	176,000	176,000	\$0	176,000	\$0	160,000	(\$16,000)
	Total Outside Services	211,000	211,000	\$0	211,000	\$0	200,000	(\$11,000)
40-00-60900	Materials & Supplies Maint Supl - Street/Alleys	\$170,000	\$170,000	\$0	\$170,000	\$0	\$170,000	\$0
	Total Materials & Supplies	\$170,000	\$170,000	\$0	\$170,000	\$0	\$170,000	\$0
	Total Expenses	\$381,000	\$381,000	\$0	\$381,000	\$0	\$370,000	(\$11,000)
	Total Revenues	\$381,000	\$477,000	\$96,000	\$477,000	\$0	\$477,000	\$0
	Total Expenses	\$381,000	\$381,000	\$0	\$381,000	\$0	\$370,000	(\$11,000)
	Difference	\$0	\$96,000	\$96,000	\$96,000	\$0	\$107,000	\$11,000

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Road Improvement Fund								
Revenues								
45-00-40005	Reallocated P/Y Revenues	\$0	\$105,000	\$105,000	\$105,000	\$0	\$105,000	\$0
Intergovernmental Revenue								
45-00-47700	Engr Reimb - 127th Street GRANT						14,200	
45-00-47702	McCarthy Road Grant	110,250	110,250	\$0	110,250	\$0	110,250	\$0
45-00-47704	Derby Road Grant						230	
45-00-47705	State Street Grant						1,356	
45-00-47703	Land Acq Reimb - McCarthy Road STP	0	0	\$0	0	\$0	0	\$0
Total Intergovernmental Revenue		\$110,250	\$110,250	\$0	\$110,250	\$0	\$126,036	\$15,786
Other Income								
45-00-48100	Interest	\$2,000	\$2,000	\$0	\$2,000	\$0	\$500	(\$1,500)
45-00-48200	Utility Tax - Communications	700,000	710,000	\$10,000	710,000	\$0	710,000	\$0
45-00-48201	Utility Tax - Electric	600,000	640,000	\$40,000	610,000	(\$30,000)	610,000	\$0
45-00-48202	Utility Tax - Gas	300,000	300,000	\$0	300,000	\$0	210,000	(\$90,000)
45-00-48350	Developer Contributions	290,000	290,000	\$0	290,000	\$0	290,000	\$0
Total Other Income		\$1,892,000	\$1,942,000	\$50,000	\$1,912,000	(\$30,000)	\$1,820,500	(\$91,500)
Interfund Transfers In								
45-00-49400	From Motor Fuel Tax	\$0	\$0	\$0	\$0	\$0	\$136,549	\$136,549
Total Interfund Transfers In		\$0	\$0	\$0	\$0	\$0	\$136,549	\$136,549
Total Revenue		\$2,002,250	\$2,157,250	\$155,000	\$2,127,250	\$2,127,250	\$2,188,085	\$60,835

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Expenses								
45-00-56600	Pro Svc - Consulting	\$0	\$0	\$0	\$0	\$0	\$8,900	\$8,900
Interfund Transfers Out								
45-00-80100	To General Fund	\$695,000	\$695,000	\$0	\$695,000	\$0	\$695,000	\$0
45-00-80140	To Debt Service Fund	732,030	732,030	\$0	732,030	\$0	732,030	\$0
45-00-80250	To W & S Capital Improvements	0	0	\$0	0	\$0	0	\$0
45-00-80400	To Motor Fuel Tax Fund						41,400	
	Total Interfund Transfers Out	\$1,427,030	\$1,427,030	\$0	\$1,427,030	\$0	\$1,468,430	\$41,400
Total Expenses		\$1,427,030	\$1,427,030	\$0	\$1,427,030	\$0	\$1,477,330	\$50,300
Road Reconstruction Program								
McCarthy Road Improvements								
45-20-506100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-506200	Construction	0	0	\$0	0	\$0	0	\$0
	Total McCarthy Road Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
127th Street Improvements								
45-20-507100	Engineering	\$0	\$4,000	\$4,000	\$4,000	\$0	\$4,000	\$0
45-20-507200	Construction	0	0	\$0	0	\$0	0	\$0
45-20-507300	Land Acquisition	0	0	\$0	0	\$0	0	\$0
	Total 127th Street Improvements	\$0	\$4,000	\$4,000	\$4,000	\$0	\$4,000	\$0
Czacki/Division/East								
45-20-511100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-511200	Construction	0	0	\$0	0	\$0	0	\$0
	Total Czacki	\$0	\$0	\$0	\$0	\$0	\$0	\$0
East / Logan / Moczygemba								
45-20-514100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-514200	Construction	0	0	\$0	0	\$0	0	\$0
	Total East / Logan / Moczygemba	\$0	\$0	\$0	\$0	\$0	\$0	\$0
River / Front Streets								
45-20-516100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-516200	Construction	0	0	\$0	0	\$0	0	\$0
	Total River / Front Streets	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McCarthy Rd (STP-Ph 1)								
45-20-517100	Engineering	\$189,000	\$189,000	\$0	\$15,000	(\$174,000)	\$120,000	\$105,000
45-20-517200	Construction	361,350	361,350	\$0	0	(\$361,350)	0	\$0
45-20-517300	Land Acquisition	20,000	50,000	\$30,000	50,000	\$0	15,000	(\$35,000)
	Total McCarthy Rd (STP - Ph 1)	\$570,350	\$600,350	\$30,000	\$65,000	(\$535,350)	\$135,000	\$70,000
State Street LAPP								
45-20-518100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-518200	Construction	0	154,123	\$154,123	154,123	\$0	154,123	\$0
	Total State Street LAPP	\$0	\$154,123	\$154,123	\$154,123	\$0	\$154,123	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Road Reconstruction Program							
Walker / McCarthy Traffic Signal							
45-20-520100 Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-520200 Construction	0	0	\$0	0	\$0	0	\$0
Total Walker / McCarthy Traffic Signas	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Derby Road LAPP							
45-20-521100 Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-521200 Construction	0	0	\$0	0	\$0	0	\$0
Total Derby LAPP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Norton Dr / Norton Ave Reconstruction							
45-20-522100 Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45-20-522200 Construction	0	0	\$0	0	\$0	0	\$0
Total Norton Dr / Norton Ave Reconstruction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Timberline / 127th Signal							
45-20-523100 Engineering	\$0	\$1,000	\$1,000	\$1,000	\$0	\$1,000	\$0
45-20-523200 Construction	0	0	\$0	0	\$0	0	\$0
Total Timberline / 127th Signal	\$0	\$1,000	\$1,000	\$1,000	\$0	\$1,000	\$0
Reconstruction Projects							
45-20-777777 Reconstruction Projects	0	0	\$0	0	\$0	0	\$0
Total Reconstruction Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reconstruction Program	\$570,350	\$759,473	\$189,123	\$224,123	(\$535,350)	\$294,123	\$70,000
Total Road Improv Expenses	\$1,997,380	\$2,186,503	\$189,123	\$1,651,153	(\$535,350)	\$1,771,453	\$120,300
Total Road Improv Revenue	\$2,002,250	\$2,157,250	\$155,000	\$2,127,250	(\$30,000)	\$2,188,085	\$60,835
Total Road Improv Expenses	\$1,997,380	\$2,186,503	\$189,123	\$1,651,153	(\$535,350)	\$1,771,453	\$120,300
Difference	\$4,870	(\$29,253)	(\$34,123)	\$476,097	\$505,350	\$416,632	(\$59,465)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
I.M.R.F. Fund							
Revenues							
50-00-41800							
Real Estate Tax							
I.M.R.F.	\$245,000	\$245,000	\$0	\$203,000	(\$42,000)	\$203,000	\$0
Total Real Estate Tax	\$245,000	\$245,000	\$0	\$203,000	(\$42,000)	\$203,000	\$0
50-00-46230							
Charges for Service							
Special Detal Reimbursement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Charges for Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50-00-48100							
Other Income							
Interest	\$200	\$200	\$0	\$200	\$0	\$200	\$0
Total Other Income	\$200	\$200	\$0	\$200	\$0	\$200	\$0
50-00-49100							
Interfund Transfers In							
From General Fund (PPRT)	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0
Total Interfund Transfers In	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0
Total Revenues	\$250,200	\$250,200	\$0	\$208,200	(\$42,000)	\$208,200	\$0
Expenses							
50-00-52150							
Outside Services							
Village I.M.R.F. Contribution	\$245,000	\$241,000	(\$4,000)	\$257,000	\$16,000	\$257,000	\$0
Total Outside Services	\$245,000	\$241,000	(\$4,000)	\$257,000	\$16,000	\$257,000	\$0
Total I.M.R.F. Expenses	\$245,000	\$241,000	(\$4,000)	\$257,000	\$16,000	\$257,000	\$0
Total I.M.R.F. Revenues	\$250,200	\$250,200	\$0	\$208,200	(\$42,000)	\$208,200	\$0
Total I.M.R.F. Expenses	\$245,000	\$241,000	(\$4,000)	\$257,000	\$16,000	\$257,000	\$0
Difference	\$5,200	\$9,200	\$4,000	(\$48,800)	(\$58,000)	(\$48,800)	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Social Security Fund							
Revenues							
55-00-41850							
Real Estate Tax							
Social Security	\$240,000	\$240,000	\$0	\$150,000	(\$90,000)	\$150,000	\$0
Total Real Estate Tax	\$240,000	\$240,000	\$0	\$150,000	(\$90,000)	\$150,000	\$0
55-00-46230							
Charges for Service							
Special Detal Reimbursement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Charges for Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55-00-48100							
Other Income							
Interest	\$500	\$500	\$0	\$500	\$0	\$500	\$0
Total Other Income	\$500	\$500	\$0	\$500	\$0	\$500	\$0
Total Revenues	\$240,500	\$240,500	\$0	\$150,500	(\$90,000)	\$150,500	\$0
Expenses							
55-00-52150							
Outside Services							
Village Social Security Contribution	\$220,000	\$213,000	(\$7,000)	\$215,000	\$2,000	\$215,000	\$0
Total Outside Services	\$220,000	\$213,000	(\$7,000)	\$215,000	\$2,000	\$215,000	\$0
Total Expenses	\$220,000	\$213,000	(\$7,000)	\$215,000	\$2,000	\$215,000	\$0
					\$0		\$0
Total Revenues	\$240,500	\$240,500	\$0	\$150,500	(\$90,000)	\$150,500	\$0
Total Expenses	\$220,000	\$213,000	(\$7,000)	\$215,000	\$2,000	\$215,000	\$0
Difference	\$20,500	\$27,500	\$7,000	(\$64,500)	(\$92,000)	(\$64,500)	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Parking Lot Account								
Revenues								
75-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75-00-44200	Licenses & Permits							
	Parking Permits	\$31,000	\$31,000	\$0	\$31,000	\$0	\$31,000	\$0
75-00-44220	Parking Meters	43,000	43,000	\$0	43,000	\$0	43,000	\$0
	Total Licenses & Permits	\$74,000	\$74,000	\$0	\$74,000	\$0	\$74,000	\$0
75-00-45100	Fines							
	Fines	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0
	Total Fines	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0
75-00-48100	Other Income							
	Interest	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
	Total Other Income	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
	Total Revenues	\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
Expenses								
75-00-51100	Personal Services							
	Regular Salaries	\$33,432	\$33,432	\$0	\$36,000	\$2,568	\$36,000	\$0
75-00-51850	Payroll Taxes	6,100	6,100	\$0	6,100	\$0	6,100	\$0
	Total Personal Services	\$39,532	\$39,532	\$0	\$42,100	\$2,568	\$42,100	\$0
75-00-52300	Outside Services							
	Postage	\$175	\$175	\$0	\$175	\$0	\$175	\$0
75-00-52500	Advertising / Printing	1,500	1,500	\$0	1,500	\$0	1,500	\$0
75-00-54150	Electricity	6,000	6,000	\$0	6,000	\$0	6,000	\$0
75-00-54250	Village Leases	3,600	3,600	\$0	3,600	\$0	3,600	\$0
75-00-57000	Maint Svc - Equipment	10,000	10,000	\$0	10,000	\$0	10,000	\$0
75-00-57350	Maint Svc - Parking Lots	3,000	3,000	\$0	3,000	\$0	3,000	\$0
75-00-57550	Maint Svc - Snow Removal	10,000	10,000	\$0	10,000	\$0	10,000	\$0
	Total Outside Services	\$34,275	\$34,275	\$0	\$34,275	\$0	\$34,275	\$0
75-00-60820	Materials & Supplies							
	Maint Supplies - Landscaping	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
	Total Materials & Supplies	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
75-00-70200	Capital Outlay							
	Other Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75-00-70600	Engineering	0	0	\$0	0	\$0	0	\$0
75-00-70700	Construction	0	0	\$0	0	\$0	0	\$0
	Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75-00-80100	Interfund Transfers Out							
	To General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Interfund Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Expenses	\$74,807	\$74,807	\$0	\$77,375	\$2,568	\$77,375	\$0
	Total Revenues	\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
	Total Expenses	\$74,807	\$74,807	\$0	\$77,375	\$2,568	\$77,375	\$0
	Difference	\$5,193	\$5,193	\$0	\$2,625	(\$2,568)	\$2,625	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
General Capital Improvement Fund								
Revenues								
80-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intergovernmental Revenue								
80-00-47509	Brownfield Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80-00-47511	Miscellaneous Grants	0	0	\$0	0	\$0	0	\$0
80-00-47905	Engr Rmb - Canal Path	0	0	\$0	0	\$0	0	\$0
Total Intergovernmental Revenue		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Income								
80-00-48100	Interest	\$50	\$50	\$0	\$50	\$0	\$50	\$0
80-00-48250	50/50 Sidewalk Reimb	0	0	\$0	0	\$0	0	\$0
80-00-48260	50/50 Parkway Tree Contrib	0	0	\$0	0	\$0	0	\$0
80-00-48350	Developer Contributions	0	0	\$0	0	\$0	0	\$0
80-00-48500	Miscellaneous Income	0	0	\$0	0	\$0	0	\$0
Total Other Income		\$50	\$50	\$0	\$50	\$0	\$50	\$0
Interfund Transfers In								
80-00-49100	From General Fund	\$30,000	\$30,000	\$0	\$30,000	\$0	\$30,000	\$0
80-00-49220	From W & S Oper & Maint	50,000	50,000	\$0	50,000	\$0	50,000	\$0
80-00-49450	From Road Improvement fund	0	0	\$0	0	\$0	0	\$0
Total Interfund Transfers In		\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
Total Revenues		\$80,050	\$80,050	\$0	\$80,050	\$0	\$80,050	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
General Capital Improv. Fund (cont.)								
Expenses								
Quarry Area								
80-00-546100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80-00-546200	Construction	0	0	\$0	0	\$0	0	\$0
Total Quarry Area		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks / Miscellaneous								
80-00-570100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80-00-570200	Construction	0	0	\$0	0	\$0	0	\$0
Total Sidewalks / Miscellaneous		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Main Street Culvert Removal / Fire Station								
80-00-573100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80-00-573200	Construction	0	0	\$0	0	\$0	0	\$0
Total Main Street Culvert Removal / Fire Station		\$0	\$0	\$0	\$0	\$0	\$0	\$0
I & M Canal West Pathway Improvements								
80-00-575100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$1
80-00-575200	Construction	0	0	\$0	0	\$0	0	\$0
Total I & M Canal West Pathway Improvements		\$0	\$0	\$0	\$0	\$0	\$0	\$1
Tri-Central								
80-00-576100	Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80-00-576200	Construction	0	0	\$0	0	\$0	0	\$0
Total Tri-Central		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parkway Tree Program								
80-00-580300	Parkway Trees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Parkway Tree Program		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay								
80-00-70100	Office Equipment	\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
80-00-70700	Construction	0	0	\$0	0	\$0	0	\$0
Total Capital Outlay		\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
Total Gen Cap Imp Exp		\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
Total Gen Cap Imp Rev		\$80,050	\$80,050	\$0	\$80,050	\$0	\$80,050	\$0
Total Gen Cap Imp Exp		\$80,000	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
Difference		\$50	\$50	\$0	\$50	\$0	\$50	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Public Works Building Fund								
Revenue								
81-00-40005	P/Y Fund Balance	\$0	\$0		\$0		\$0	
Other Income								
81-00-48100	Interest	\$0	\$0		\$0		\$0	
	Total Other Income	\$0	\$0		\$0		\$0	
Interfund Transfers In								
81-00-49100	From General Fund	\$0	\$0		\$0		\$0	
81-00-49140	From Debt Service fund	0	0		0		0	
81-00-49220	From Water & Sewer Fund	0	0		0		0	
81-00-49230	From Water & Sewer Bond Fund	0	0		0		0	
	Total Interfund Transfers In	\$0	\$0		\$0		\$0	
Total Revenue		\$0	\$0		\$0		\$0	
Expenses								
Outside Services								
81-00-56300	Pro Svc - Engineering	\$0	\$0		\$0		\$0	
81-00-56600	Pro Svc - Consulting	0	0		0		0	
	Total Outside Serives	\$0	\$0		\$0		\$0	
Capital Outlay								
81-00-70600	Land Acquisition	\$0	\$0		\$0		\$0	
81-00-70700	Construction	0	0		0		0	
	Total Capital Outlay	\$0	\$0		\$0		\$0	
Interfund Transfers Out								
81-00-80100	To General Fund	\$0	\$0		\$0		\$0	
81-00-80820	To Police Building Fund							
	Total Interfuind Transfers Out	\$0	\$0		\$0		\$0	
Total Expenses		\$0	\$0		\$0		\$0	
Total Pub Works Bldg Fund Rev		\$0	\$0		\$0		\$0	
Total Pub Works Bldg Fund Exp		\$0	\$0		\$0		\$0	
Difference		\$0	\$0		\$0		\$0	

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Police Building Fund								
Revenue								
82-00-40005	P/Y Fund Balance	\$0	\$0		\$0		\$0	
Other Income								
82-00-48100	Interest	\$0	\$0		\$0		\$0	
	Total Other Income	\$0	\$0		\$0		\$0	
Interfund Transfers In								
82-00-49100	From General Fund	\$0	\$0		\$0		\$0	
	Total Interfund Transfers In	\$0	\$0		\$0		\$0	
Total Revenue		\$0	\$0		\$0		\$0	
Expenses								
Outside Services								
82-00-56300	Pro Svc - Engineering	\$0	\$0		\$0		\$0	
82-00-56600	Pro Svc - Consulting	0	0		0		0	
	Total Outside Services	\$0	\$0		\$0		\$0	
Capital Outlay								
82-00-70600	Land Acquisition	\$0	\$0		\$0		\$0	
82-00-70700	Construction	0	0		0		0	
	Total Capital Outlay	\$0	\$0		\$0		\$0	
Interfund Transfers Out								
82-00-80140	To Debt Service Fund	\$0	\$0		\$0		\$0	
82-00-80140	To Debt Service Fund	0	0		0		0	
	Total Interfund Transfers Out	\$0	\$0		\$0		\$0	
Total Expenses		\$0	\$0		\$0		\$0	
Total Police Building Fund Rev		\$0	\$0		\$0		\$0	
Total Police Building Fund Exp		\$0	\$0		\$0		\$0	
Difference		\$0	\$0		\$0		\$0	

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
Police Pension Fund							
Revenues							
POLICE PENSION REVENUES							
90-00-41900						500,000	\$500,000
90-00-48001							
90-00-48100	250,000	250,000	\$0	250,000	\$0	250,000	\$0
90-00-48450	210,000	210,000	\$0	210,000	\$0	210,000	\$0
90-00-48500	0	0	\$0	0	\$0	0	\$0
	\$460,000	\$460,000	\$0	\$460,000	\$0	\$460,000	\$0
90-00-49100							
	\$510,000	\$510,000	\$0	\$500,000	(\$10,000)	\$0	(\$500,000)
	\$510,000	\$510,000	\$0	\$500,000	(\$10,000)	\$0	(\$500,000)
Total Revenues	\$970,000	\$970,000	\$0	\$960,000	(\$10,000)	\$960,000	\$0
Expenses							
90-00-52100	\$2,200	\$2,200	\$0	\$2,200	\$0	\$2,200	\$0
90-00-52200	2,500	2,500	\$0	2,500	\$0	2,500	\$0
90-00-52251	100	100	\$0	100	\$0	100	\$0
90-00-56150	2,000	2,000	\$0	2,000	\$0	2,000	\$0
90-00-56450	0	0	\$0	0	\$0	0	\$0
90-00-58500	376,000	376,000	\$0	376,000	\$0	376,000	\$0
90-00-58600	0	0	\$0	0	\$0	0	\$0
	\$382,800	\$382,800	\$0	\$382,800	\$0	\$382,800	\$0
90-00-60100	\$200	\$200	\$0	\$200	\$0	\$200	\$0
90-00-60300	100	100	\$0	100	\$0	100	\$0
	\$300	\$300	\$0	\$300	\$0	\$300	\$0
90-00-70100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$383,100	\$383,100	\$0	\$383,100	\$0	\$383,100	\$0
Total Revenues	\$970,000	\$970,000	\$0	\$960,000	(\$10,000)	\$960,000	\$0
Total Expenses	\$383,100	\$383,100	\$0	\$383,100	\$0	\$383,100	\$0
Difference	\$586,900	\$586,900	\$0	\$576,900	(\$10,000)	\$576,900	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
SUMMARY							
GENERAL FUND							
revenue	9,121,950	9,286,143	\$164,193	9,466,222	\$180,079	9,012,217	(\$454,005)
expense	8,616,583	8,576,188	(\$40,395)	8,520,967	(\$55,221)	8,056,705	(\$464,262)
difference	505,367	709,955	\$204,588	945,255	\$235,300	955,512	\$10,257
DEBT SERVICE FUND							
revenue	1,247,530	1,247,530	\$0	1,247,530	\$0	2,347,530	\$1,100,000
expense	1,258,545	1,258,545	\$0	1,258,545	\$0	2,348,545	\$1,090,000
difference	(11,015)	(11,015)	\$0	(11,015)	\$0	(1,015)	\$10,000
GENERAL CAPITAL IMPROVEMENTS							
revenue	80,050	80,050	\$0	80,050	\$0	80,050	\$0
expense	80,000	80,000	\$0	80,000	\$0	80,000	\$0
difference	50	50	\$0	50	\$0	50	\$0
PUBLIC WORKS BUILDING FUND							
revenue	0	0		0		0	
expense	0	0		0		0	
difference	0	0		0		0	
POLICE BUILDING FUND							
revenue	0	0		0		0	
expense	0	0		0		0	
difference	0	0		0		0	
ROAD IMPROVEMENT FUND							
revenue	2,002,250	2,157,250		2,127,250		2,188,085	
expense	1,997,380	2,186,503		1,651,153		1,771,453	
difference	4,870	(29,253)		476,097		416,632	
MOTOR FUEL TAX FUND							
revenue	381,000	477,000		477,000		477,000	
expense	381,000	381,000		381,000		370,000	
difference	0	96,000		96,000		107,000	

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
SUMMARY cont.							
WATER & SEWER FUND							
revenue	3,989,160	4,204,160		4,127,360		4,092,360	
expense	3,989,160	4,126,055		4,127,055		4,083,555	
difference	0	78,105		305		8,805	
W&S ALT. REVENUE BOND							
revenue	1,029,258	1,029,258		1,029,258		1,029,258	
expense	1,029,258	1,029,258		1,029,258		1,029,258	
difference	(0)	(0)		(0)		(0)	
W&S CAPITAL IMPROVEMENT FUND							
revenue	3,981,917	4,888,739		4,955,361		4,955,361	
expense	3,981,917	4,881,631		4,939,292		4,939,292	
difference	(0)	7,108		16,069		16,069	
PARKING LOT FUND							
revenue	80,000	80,000		80,000		80,000	
expense	74,807	74,807		77,375		77,375	
difference	5,193	5,193		2,625		2,625	
PARKING GARAGE FUND							
revenue	24,600	24,600		24,600		24,600	
expense	30,904	33,290		0		0	
difference	(6,304)	(8,690)		24,600		24,600	

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
SUMMARY cont.							
I.M.R.F. FUND							
revenue	250,200	250,200		208,200		208,200	
expense	245,000	241,000		257,000		257,000	
difference	5,200	9,200		(48,800)		(48,800)	
SOCIAL SECURITY FUND							
revenue	240,500	240,500		150,500		150,500	
expense	220,000	213,000		215,000		215,000	
difference	20,500	27,500		(64,500)		(64,500)	
WORKING CASH FUND							
revenue	15,000	5,500		5,500		5,500	
expense	10,000	3,000		3,000		3,000	
difference	5,000	2,500		2,500		2,500	
T.I.F. Fund - Downtown							
revenue	981,000	990,500		990,500		990,500	
expense	903,948	952,073		930,273		934,098	
difference	77,052	38,427		60,227		56,402	
T.I.F. Fund - Canal District							
revenue	441,000	440,000		440,000		460,000	
expense	440,405	440,405		440,405		464,405	
difference	595	(405)		(405)		(4,405)	
T.I.F. Fund - Gateway							
revenue	100,000	100,000		100,000		125,000	
expense	50,000	80,000		80,000		32,700	
difference	50,000	20,000		20,000		92,300	
Special Service District #1							
revenue	141,000	141,000		141,000		182,000	
expense	140,713	140,713		140,713		140,713	
difference	287	287		287		41,287	
POLICE PENSION FUND							
revenue	970,000	970,000		960,000		960,000	
expense	383,100	383,100		383,100		383,100	
difference	586,900	586,900		576,900		576,900	
TOTAL ALL FUNDS							
revenue	25,076,415	26,612,430		26,610,331		27,368,161	
expense	23,832,721	25,080,568		24,514,136		25,186,199	
difference	1,243,694	1,531,862		2,096,195		2,181,962	

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	FY 11-12 2nd Amendment	Difference	FY 11-12 3rd and Final Amendment	Difference
INTERFUND TRANSFERS							
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)						
REALLOCATIONS							
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						
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 of Lemont
Community Development Department

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

TO: Mayor Brian K. Reaves #47-12
Village Board of Trustees

FROM: James A. Brown, Community Development Director

THRU

SUBJECT: Case 09.01 Courtyards of Briarcliffe

DATE: 18 April 2012

SUMMARY

MI Homes of Chicago recently purchased approximately 4.8 acres of territory previously approved for "the Courtyards of Briarcliffe" townhome development. MI Homes now submits the PUD Final Plan/Plat for review and approval by the Village Board. On 21 March the PZC reviewed the Final Plan/Plat.

RECOMMENDATION

Both the PZC and I believe the Final Plan/Plat conforms to the Preliminary Plan/Plat and should be approved by the Village Board.

ATTACHMENTS

For simplicity in forwarding electronic documents and paper reduction, I have not attached the engineering plans to the electronic copy of the PUD Final Plan/Plat. The paper copy provided to the Village Clerk will contain the set of engineering plans.

VILLAGE OF LEMONT
ORDINANCE NO. _____

**AN ORDINANCE GRANTING FINAL PLAN/PLAT FOR A RESIDENTIAL
PLANNED UNIT DEVELOPMENT ON A 4.76 ACRE PARCEL LOCATED AT
12660 THORNBERRY DRIVE, IN LEMONT, IL**

(Courtyards of Briarcliffe)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD 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 23RD DAY OF APRIL, 2012**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING FINAL PLAN/PLAT FOR A RESIDENTIAL
PLANNED UNIT DEVELOPMENT ON A 4.76 ACRE PARCEL LOCATED AT
12660 THORNBERRY DRIVE, IN LEMONT, IL**

(Courtyards of Briarcliffe)

WHEREAS, MI Homes of Chicago, LLC (hereinafter referred to as the “Petitioner”) is the owner of the subject property covering approximately 4.76 acres located at 12660 Thornberry Drive, legally described and depicted in Exhibit A; and

WHEREAS, a prior owner of the territory had made application under the provisions of the Lemont Unified Development Ordinance of 2008 for a planned unit development (PUD) preliminary plan/plat approval, a zoning map amendment from Lemont B-3 Arterial Commercial District to Lemont R-5 Single-Family Attached Residential District and a Special Use for a planned unit development consisting of a 34 unit townhome subdivision; and

WHEREAS, said application, Preliminary Plan/Plat were reviewed in accordance with the Lemont Unified Development Ordinance of 2008 and approved by the Village Board of Trustees on September 13th, 2010; and

WHEREAS, the Petitioner has submitted a PUD Final Plan/Plat consisting of the following (hereinafter referred to as “the Braircliffe Townhome PUD Final Plan/Plat”):

1. Final Plat of Briarcliffe Townhomes, prepared by DesignTek Survey with a revision date of 04/17/2012, attached hereto and incorporated herein as Exhibit A;
2. Final Engineering Plans for Braircliffe Townhomes, 11 sheets, prepared by DesignTek Engineering Inc. and dated 02-29-12, attached hereto and incorporated herein as Exhibit B;
3. Final Landscape Plan, 3 sheets, prepared by Ives/Ryan Group Inc. and dated 12-22-08 with a revision date of 3-01-12, attached hereto and incorporated herein as Exhibit C; and
4. “Sheffield Square Rowhome Elevations,” sheets A.3 and A.4, prepared by BSB Design and dated May 16, 2011, attached hereto and incorporated herein as Exhibit D.

WHEREAS, the Village’s Planning & Economic Development Director and Planning & Zoning Commission have reviewed said Braircliffe Townhome PUD Final Plan/Plat and found the documents to be in substantial compliance with the approved PUD Preliminary Plan/Plat.

NOW, THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont that the Braircliffe Townhome PUD Final Plan/Plat is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 23RD DAY OF APRIL, 2012.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

Approved by me this 23rd day of April, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #46-12
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-08 Night Blue Performing Arts Center

DATE: April 17, 2012

SUMMARY

Paul Packer, Andrew Kolanowski, and David Walters, on behalf of Night Blue Performing Arts Company, lessee of the subject site, have requested a special use for an entertainment complex. The Planning and Zoning Commission unanimously recommend approval; staff also recommended approval. The Committee of the Whole reviewed the application on April 16, 2012; the committee favored the requested special use

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Granting a Special Use to Allow an Entertainment Complex at 1232 Street in Lemont, IL.

VILLAGE OF LEMONT
ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW
AN ENTERTAINMENT COMPLEX AT 1232 STATE STREET IN LEMONT, IL
(Night Blue Performing Arts Center)**

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF APRIL, 2012**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd day of
April, 2012.**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW
AN ENTERTAINMENT COMPLEX AT 1232 STATE STREET IN LEMONT, IL**

(Night Blue Performing Arts Center)

WHEREAS, Paul Packer, Andrew Kolanowski, and David Walters, on behalf of Night Blue Performing Arts Company, hereinafter referred to as "the Petitioner," is the lessee of space within the Centennial Plaza Shopping Center at 1232 State Street (PIN 22-32-107-014-0000), hereinafter referred to as "the subject property;" and

WHEREAS, the Petitioner is seeking special use to allow an entertainment complex on the subject property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on March 21, 2012 and voted 6-0 to recommend approval of the requested variation; and

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the *Lemont Reporter-Met*, a newspaper of general circulation within the Village; and

WHEREAS, the President and Board of Trustees of the Village has reviewed the matter herein and has determined that the same is in the best interest of the Village of Lemont, and herein adopts the finding of facts as set forth in Exhibit "A".

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: Special Use. A special use is granted to allow an indoor entertainment complex that will include live theatrical performances.

SECTION 2: Expiration of Special Use. The special use approval shall become null and void in the event of the following:

1. A complete building permit application for construction or installation has not been received by the Village within one year after the effective date of this ordinance; or
2. A building permit has been issued within one year of the effective date this ordinance, but such construction, installation, or relocation has not commenced within one year after the issuance of the building permit; or
3. The special use is discontinued for a period of six months.

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: That this Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL,
ILLINOIS, ON THIS 23rd DAY OF APRIL, 2012.**

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

Approved by me this 23rd day of April, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Findings of Fact

1. The proposed special use is located within an existing shopping center with adequate parking and therefore will not create any excessive demands on Village services.
2. The proposed special use is consistent with the Comprehensive Plan recommendation for the area.
3. The proposed special use is compatible with other uses on the subject site.
4. Any issues related to public health and safety will be adequately addressed by the building permit and/or certificate of occupancy review and approval.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Design Build Contract with Wight
date: April 19, 2012

BACKGROUND/HISTORY

Enclosed is the authorization to enter into an agreement with Wight Construction, Inc. for purposes of professional services related to the Design Build services for the Village Hall Renovation project. These professional services will include the Design Development work and construction management for the project. All construction work will be publically bid through normal bid process and procedures.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Resolution Authorizing Contract
AIA Standard Form Design Build

Resolution No. _____

A Resolution Authorizing Agreement with Wight Construction, Inc.

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

SECTION ONE: The Village Board finds that it is necessary, convenient and in the interest of the Village to enter into a Standard Form of Agreement with Wight Construction, Inc. at a contracted amount not to exceed \$1,750,000.00.

SECTION TWO: The Village Administrator is hereby authorized to negotiate and enter into such a Standard Form of Agreement with Wight Construction, Inc. and further, the Mayor and/or Village Administrator are authorized to execute the Standard Form of 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 23rd day of April, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Based on

Cost of the Work Plus a Fee

THIS AGREEMENT is made as of the 23 day of April, 2012.

BETWEEN the Owner: Village of Lemont
418 Main Street
Lemont, IL 60439

and the Design-Builder: Wight Construction, Inc.
2500 N. Frontage Road
Darien, IL 60561

The Project is: Provide total professional Construction Management Services; Design Services to include Design Development, Construction Documents, Bidding and Construction Administration and all labor, material and equipment in such for the renovation of the Lemont Village Hall

as described in the attached schematic design deliverable. (Exhibit B).

The Owner and Design-Builder agree as set forth below.

ARTICLE I THE PROJECT TEAM AND EXTENT OF AGREEMENT

- 1.1 The Project Team.** The Design-Builder, the Owner and the Design-Builder's consultants and subcontractors, collectively called the "Project Team", shall work cooperatively from the beginning of Design through construction completion.
- 1.2 Extent of Agreement.** The Contract Documents represent the entire agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Design-Builder.
- 1.3 Definitions**
 - 1.3.1 Contract Documents,** which constitute the entire Agreement between the Owner and Design-Builder, consist of:
 - 1.3.1.1** This Contract, including all exhibits thereto.
 - 1.3.1.2** Scope Change Orders.

- 1.3.1.3 Written amendments to this Agreement.
- 1.3.1.4 Owner's Project Criteria
- 1.3.1.5 Plans and Specifications

- 1.3.2 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.3.3 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.3.4 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.3.5 *Owners Project Criteria* are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work.
- 1.3.6 *Project* is the construction of the facilities described above.
- 1.3.7 *Site* is the land or premises on which the Project is located.
- 1.3.8 *Subcontractor* is a person or entity that has a direct contract with the Design-Builder to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen.
- 1.3.9 *Substantial Completion* is the date on which the Work, or agreed upon portion of the Work, is sufficiently complete so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.3.10 *Work* is comprised of all Design-Builder's construction, design, preconstruction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

ARTICLE 2 DESIGN-BUILDER'S SERVICES & RESPONSIBILITIES

- 2.1 **General Services.** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder.
 - 2.1.1 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Construction Schedule(s).

2.1.2 The parties shall meet within seven (7) days after execution of the Agreement, or as otherwise mutually agreed, to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 **Design Professional Services.** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design-Builder to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

2.3 Design/Preconstruction Services

2.3.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with the Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings shall be maintained by the Design-Builder and provided to all attendees for review. Following the design review meeting Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

~~2.3.2 **Preliminary Evaluation.** The Design-Builder shall provide a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.~~

~~2.3.3 **Preliminary Schedule.** The Design-Builder shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Architect/Engineer and Design-Builder necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available~~

~~2.3.4 **Preliminary Estimate.** When sufficient Project information has been identified, the Design-Builder shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update exceeds the Owner's budget, the Design-Builder shall meet with the Owner to discuss appropriate adjustments.~~

~~2.3.5 **Schematic Design Documents.** The Design-Builder shall submit for the Owner's written approval Schematic Design Documents, based on the Owner's Program, Budget and relevant information. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the site. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.~~

2.3.6 **Design Development Documents.** The Design-Builder shall submit for the Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character, and

other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the preliminary schedule and estimate based on the Design Development Documents.

- 2.3.7 **Construction Documents.** The Design-Builder shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the schedule and estimate based on the Construction Documents.
- 2.3.8 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.
- 2.3.9 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.3.10 **Legal Requirements.** The Design-Builder shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
 - 2.3.10.1 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of Legal Requirements.

2.4 Bidding/Construction Phase Services.

- 2.4.1 The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.
- 2.4.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.3 The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design-Builder shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.
- 2.4.4 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

- 2.4.5 Design-Builder shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design-Builder's cost and/or time of performance.
- 2.4.6 The Design-Builder shall provide the Owner with a design and construction schedule for the Project (Exhibit C). This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.
- 2.4.7 The Design-Builder shall assist the Owner in securing the building permits necessary for the construction of the Project.
- 2.4.8 The Design-Builder shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.
- 2.4.9 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work.
- 2.4.10 The Design-Builder shall keep the premises of the Project free from accumulation of waste materials caused by the Design-Builder's operations. At the completion of the Work, the Design-Builder shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.
- 2.4.11 The Design-Builder shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on diskette utilizing AutoCAD software.
- 2.4.12 The Design-Builder shall be permitted to install a 5" diameter stainless steel identification plaque at a publicly visible location to be determined jointly.

2.5 Warranties

- 2.5.1 The Design-Builder warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design-Builder agrees to correct all work performed by it under this Agreement which proves to be defective in material or workmanship within a period of one year from the date of Substantial Completion as defined in Paragraph 6.2, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design-Builder on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design-Builder from any such manufacturer shall be deemed to have been obtained for the benefit of Owner.

- 2.5.2 The Design-Builder shall secure required certificates of inspection, testing or approval required for building construction and deliver them to the Owner.
- 2.5.3 The Design-Builder shall collect all equipment manuals and deliver them to the Owner, together with all written warranties from equipment manufacturers.
- 2.6 **Tax Exemption.** If in accordance with the Owner's direction an exemption is claimed for taxes, the Owner agrees to defend, indemnify and hold harmless the Design-Builder from any liability, penalty, interest, fine, tax assessment, attorneys fees or any other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.
- 2.7 **Additional Services.** The Design-Builder shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional Services.
- 2.7.1 Documentation of the Owner's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
- 2.7.2 Consultations, negotiations and documentation supporting the procurement of Project financing.
- 2.7.3 Surveys, site evaluations, legal descriptions and aerial photographs.
- 2.7.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.
- 2.7.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- 2.7.6 Consultations and representations in securing building permits, before governmental authorities or others having jurisdiction over the Project.
- 2.7.7 Investigating or making measured drawings of existing conditions or the verification of drawings or other Owner-provided information.
- 2.7.8 Artistic renderings, models and mockups of the Project or any part of the Project or Work.
- 2.7.9 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
- 2.7.10 Interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.
- 2.7.11 Making revisions to the Schematic Design, Design Development, Construction Documents or documents forming the basis of the Contract Price after they have been approved by the Owner, and which are due to causes beyond the control of the Design-Builder.
- 2.7.12 Design, coordination, management and other services supporting the procurement of materials to be obtained, or work to be performed by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not part of this Agreement.
- 2.7.13 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.

- 2.7.14 The premium portion of overtime work ordered by the Owner including productivity impact costs.
- 2.7.15 Document reproduction exceeding the limits provided for in this Agreement.
- 2.7.16 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start up, and training and balancing of systems and equipment.
- 2.7.17 Services for tenant or rental spaces not a part of the Agreement.
- 2.7.18 Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 2.7.19 Serving or preparing to serve as a witness in connection with any proceeding, legal or otherwise, regarding the Project.

**ARTICLE 3
OWNER'S RESPONSIBILITIES**

- 3.1 The Owner shall provide full information in a timely manner regarding its requirements for the Project.
- 3.2 The Owner shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project. Owner's representative shall render approvals and decisions promptly, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. The Owner's designated representative is the Village Administrator. Any change in the Owner's designated representative shall be mutually agreeable by both parties and such change shall be documented in writing within five days upon agreement.
- 3.3 If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to the Design-Builder.
- 3.4 The Owner shall furnish a legal description and certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above grade and below grade, including inverts and depths.
- 3.5 The Owner shall furnish services of geotechnical engineers and other consultants when such services are deemed necessary by the Design-Builder. Geotechnical engineers or other consultants shall be selected by mutual agreement. Such services shall include, as required, applicable test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- 3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and the Design-Builder shall be entitled to rely upon the accuracy and the completeness thereof.

- 3.7 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 15.8 hereof or exercise any other right permitted under the Contract Documents.
- 3.8 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees.
- 3.9 The Owner shall pay for all utility connection fees and special facility charges, if required, rendered by utilities for connection of permanent utility services to the Project.
- 3.10 Owner is responsible for all work performed on the Site by separate contractors under the Owner's control. Owner shall reasonably attempt to require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.
- 3.11 The Owner shall communicate with Architect/Engineer, consultants, subcontractors, and suppliers only through the Design-Builder.

**ARTICLE 4
HAZARDOUS CONDITIONS & DIFFERING SITE CONDITIONS**

- 4.1 **Hazardous Conditions.** Unless otherwise expressly provided in the Contract Documents to be a part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify the Owner and, if required law, all government or quasi-government entities with jurisdiction over the project Site.
 - 4.1.1 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.
 - 4.1.2 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been remove or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.
 - 4.1.3 Design-Builder will be entitled to an adjustment in its Contract Price and/or Construction Schedule(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
 - 4.1.4 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.5 Notwithstanding the preceding provisions of the Section 4, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 **Differing Site Conditions.** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions". Design-Builder will be entitled to an adjustment in the Contract Price and/or Construction Schedule(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.1 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5 SUBCONTRACTS AND OTHER AGREEMENTS

5.1 The Design-Builder shall act on behalf of the Owner as the Owner's agent. All subcontracts shall be deemed to have been obtained for the benefit of the Owner and the Owner shall be deemed to be a third-party beneficiary of each and every subcontract.

5.2 Those portions of the work that the Design-Builder does not perform with the Design-Builder's own personnel shall be performed under subcontracts or by other appropriate agreements with the Design-Builder. The Design-Builder shall only obtain bids and/or proposals from such Subcontractors and from suppliers of materials or equipment fabricated especially for the work. The Owner may request specific persons or entities from whom the Design-Builder shall obtain bids; however, the Design-Builder is not obligated or required to seek bids or contract with anyone to whom the Design-Builder has reasonable objection.

5.3 Subcontracts or other agreements shall conform to the payment provisions of Article 14 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

5.4 Design-Builder shall notify Owner of the identity of all Subcontractors and material suppliers, if requested by the Owner, prior to entry of such Subcontractors or material suppliers into the project and shall provide copies of Contracts, Performance and Payment Bonds, if required, and Insurance Certificates to Owner.

5.5 All subcontractors will be required to be licensed with the Village of Lemont per the Lemont Municipal Code section 15.00.070(A) and Chapter 5.20.

5.6 The Owner and Design-Builder shall determine together, the lowest qualified bidder.

5.7 Design-Builder acknowledges that Owner is a public entity obligated by law to publicly bid work in excess of \$20,000.00. Further, the Design-Builder acknowledges all work must be in compliance with the prevailing wage act as required by law.

**ARTICLE 6
DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION
AND FINAL COMPLETION**

- 6.1** Consistent with the Construction Schedule (Exhibit C) Construction shall commence on **July 9, 2012**. The Design-Builder shall diligently prosecute the Work and achieve Substantial Completion no later than **November 21, 2012** and final completion no later than **December 19, 2012**.
- 6.2** If the Design-Builder is delayed in the progress of the Project by acts or neglect of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design-Builder, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or conditions defined in Article 4, or other causes beyond the Design-Builders' control, or by delay authorized by the Owner's pending arbitration or another cause, the Construction Schedule shall be reasonably extended by Change Order.
- 6.3** **Commencement of Warranties.** Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof, as reflected by the Certificate of Substantial Completion.

**ARTICLE 7
COMPENSATION**

The Design-Builder shall be paid by the Owner a Contract Price consisting of the Cost of the Work as defined in Article 8 and the Design-Builder's fee as set forth below:

- 7.1** **Design/Preconstruction Phase Compensation.** The cost of services performed by the Architect/Engineer Contracted directly with the Owner and is computed separately and is independent from the Design-Builder's compensation for work or services directly performed by the Design-Builder; these costs shall be shown as separate items on the applications for payment.
- 7.1.1** The Owner shall compensate the Design-Build Contractor for services performed during the Design/Preconstruction Phase as described in Article 2 as follows:
- 7.1.1.1** Preconstruction services shall be performed for a Fixed Fee of **Eight Thousand Dollars and 00/100 (\$8,000)**.
- 7.1.1.2** Architectural/Engineering services shall be performed for a Fixed Fee of **One Hundred Forty Five Thousand Dollars and 00/100 (\$145,000)**.
- 7.1.1.3** Architectural/Engineering reimbursable expenses will be paid at **direct cost up to a budget of Four Thousand and 00/100 Dollars (\$4,000)**. Reimbursable expenses over this amount will be reviewed and approved by the Village Administrator.
- 7.1.2** Compensation for Design/Preconstruction Phase Services shall be equitably adjusted if such services extend beyond **240** days from the date of this Agreement for reasons beyond the reasonable control of the Design-Builder or as provided in Article 12.
- 7.1.3** Payments for Design/Preconstruction Phase Services shall be due and payable within twenty (20) days following presentation of the Design-Builder's monthly invoice to the Owner. If the Owner fails to pay the Design-Builder as agreed, then the Design-Builder shall have the right to stop the Work and be entitled to payments due plus interest as provided in Paragraph 13.2.

- 7.2 Bidding/Construction Phase Compensation.** The Owner shall compensate the Design-Builder for Work performed following the commencement of the Bidding and Construction Phase on the following basis:
- 7.2.1** The cost of the Work as allowed in Article 8; and
 - 7.2.2** The Design-Builder's Fee shall be a fixed fee of **Forty Thousand Dollars and 00/100 (\$40,000)**, subject to adjustment as provided in Paragraph 7.5. The Design-Builder's Fee is based on an estimated hard cost of \$1,699,938. The Design-Builder's Fee shall be paid proportionally to the ratio that the monthly Cost of the Work bears to the total estimated Cost of the Work.
- 7.3** Payment for Construction Phase Services shall be as set forth in Article 13.
- 7.4 Design-Builder's Fee.** The Design-Builder's Fee includes the following:
- 7.4.1** General and administrative expenses of the Design-Builder's principal and branch offices other than the field office, except as may be expressly included in Article 8; and
 - 7.4.2** The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.
- 7.5 Adjustment in the Design-Builder's Fee.** Adjustment in the Design-Builder's Fee shall be made as follows:
- 7.5.1** For changes in the Work as provided in Article 12, the Design-Builder's Fee shall be adjusted as follows:

Changes shall be priced at the "direct cost" of the charge, plus a mutually acceptable cost for (i) Overhead Items attributable to such change; and (ii) fee with respect to such change, exclusive of the Overhead Items.
 - 7.5.2** For delays in the Work not caused by the Design-Builder, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and
 - 7.5.3** If the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss not the fault of the Design-Builder, the Design-Builder shall be paid an additional Fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work.

ARTICLE 8 COST OF THE WORK

- 8.1** The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in good faith in the proper performance of the Work approved by the Owner. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 8.
- 8.1.1 Labor Costs**
- 8.1.1.1** Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, at the off-site workshops.
 - 8.1.1.2** Wages or salaries of the Design-Builder's supervisory and administrative personnel in connection with performance of the Work when stationed at the site.

- 8.1.1.3 Wages or salaries of the Design-Builder's personnel engaged off-site, but only for that portion of their time required for the Work. Personnel engaged at shops or on the road in expediting the product or transportation of materials or equipment, shall be considered stationed at the field office, and their salaries paid for that portion of their time spent on this Work.
- 8.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pension (but not merit bonuses) provided such costs are based on wages and salaries included in the Cost of the Work under Clauses 8.1.1.1 through 8.1.1.3.
- 8.1.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- 8.1.1.6 Costs incurred by the Design-Builder in preparing and maintaining progress schedules and reports, including computer and data processing expenses.

8.1.2 Subcontract Costs

- 8.1.2.1 Payments made by the Design-Builder to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.
- 8.1.2.2 Cost of premiums for all bonds required entered into under this agreement

8.1.3 Costs Of Materials & Equipment Incorporated In The Completed Construction

- 8.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 8.1.3.2 Cost of materials described in the preceding Clause 8.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored during the performance of the Work and turned over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder; amounts realized, if any, from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

8.1.4 Costs Of Other Materials And Equipment, Temporary Facilities And Related Items

- 8.1.4.1 Costs, including transportation and maintenance, of all materials, supplies, office equipment, computers, software, temporary facilities and hand tools (not owned by the workmen) consumed in the performance of the Work by the Design-Builder. Any items used but not consumed, which are paid for by Owner, shall become the property of the Owner and shall be delivered to Owner upon completion of the Work in accordance with instructions furnished by Owner. Design-Builder may, however, agree to purchase any such items from Owner at a purchase price equal to the original cost to Owner less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price which is mutually acceptable to Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.

- 8.1.4.2 Rental charges of all necessary trailers, machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Design-Builder or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall be consistent with those generally prevailing in the location of the Project.
- 8.1.4.3 Costs of removal of debris from the site.
- 8.1.4.4 Costs in connection with performance of the Work of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 8.1.4.5 Costs of all temporary utilities, fencing, winter conditions, site access remediation or stabilization costs.
- 8.1.4.6 Site security costs as approved by the Owner.

8.1.5 Miscellaneous Costs

- 8.1.5.1 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Design-Builder is liable.
- 8.1.5.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Contract Documents to pay.
- 8.1.5.3 Fees of testing laboratories for tests required by the Contract Documents, deemed necessary by the Design-Builder.
- 8.1.5.4 All fuel and utility costs incurred in the performance of the Work.
- 8.1.5.5 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 8.1.5.6 Deposits lost for causes other than the Design-Builder's fault or negligence.
- 8.1.5.7 Expenses for local travel to and from the site for all of the Design-Builder's personnel for all work that is required to be performed at the project site.
- 8.1.5.8 Expenses for travel, lodging and subsistence for the Design-Builder incurred while traveling in discharge of his duties associated with the work. All long distance travel requiring airfare and overnight accommodations shall be pre-approved by the Owner.
- 8.1.5.9 Losses and expenses for personal injury and property damage not compensated by insurance or otherwise sustained by the Design-Builder in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Design-Builder. Such losses shall include settlements, made with the written consent and approval of the Owner.

8.1.6

Other Costs

8.1.6.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

8.1.6.2 Costs incurred by the Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of the Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of the Design-Builder or those working by or through the Design-Builder.

8.1.6.3 Demobilization and remobilization costs.

8.1.7 Emergencies: Repairs To Damaged, Defective Or Nonconforming Work - The Cost of the Work shall also include costs that are incurred by the Design-Builder:

8.1.7.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not caused or capable of prevention through proper performance of the Work by the Design-Builder, a Subcontractor or anyone for whom either is responsible.

8.1.7.2 In correcting defective, damaged or non-conforming Work, but only if such Work is performed, supplied or damaged by a Subcontractor, or material supplier and not corrected by them, provided that such defective, damaged or non-conforming Work did not result from the fault or negligence of the Design-Builder, and only to the extent that the cost of correcting the defective, damaged or non-conforming Work is not recoverable by the Design-Builder from the Subcontractor or material supplier or others and the Design-Builder is not compensated therefore by insurance or otherwise. In no event shall the total cost of defective, damaged or non-conforming Work, together with all reimbursable costs, exceed the Estimated Cost of the Work, without written approval in advance from the Owner.

8.1.7.3 Costs as defined herein shall be actual costs paid by the Design-Builder, subject to Article 10 of the Agreement. All payments made by the Owner pursuant to this Article 8, whether those payments are actually made before or after the execution on the Contract, are included within the Estimated Cost of the Work specified in Article 7. Provided, however, that in no event shall the Owner be required to reimburse Design-Builder for any portion of the Cost of the Work incurred prior to the Commencement Date unless Design-Builder has received the Owner's written consent prior to incurring such cost.

8.2 Design-Builder hereby agrees and acknowledges that there shall be no duplication of payments for any of the items comprising the Cost of the Work including the General Conditions Costs, notwithstanding any itemization or provision contained in the Contract documents to the contrary, including without limitations, this Article 8.

8.3 The Cost of the Work includes a Contingency in the amount of **\$245,000**, which is available for the Design-Builder's use, for costs that are incurred in performing the Work that are not included in a specific line item. By way of example, and not as a limitation, such costs included, but will not be limited to, trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work and Subcontractor defaults. The Contingency is not intended for use for changes in scope unless agreed in advance by the Owner and Design-Builder. The Contingency cannot be used to increase the Fee of the Design-Builder, unless expressly authorized by the Owner. The Design-Builder shall provide the Owner with notice of all anticipated charges against the

Contingency and seek approval of the Owner in advance of such use. Such approval shall not be unreasonably withheld causing delay to the project. If any Contingency remains at the final completion of the project, the savings shall accrue to the Owner. The Owner's Authorized Representative may authorize up to \$20,000 expenditure of Contingency at one time. Individual expenditures of Contingency exceeding \$20,000 will require the Owner's Corporate Authority approval.

ARTICLE 9 COSTS NOT TO BE REIMBURSED

- 9.1** The Cost of the Work shall not include:
- 9.1.1** Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Article 8.
 - 9.1.2** Expenses of the Design-Builder's principal office and offices other than the site office except specifically provided in Article 8.
 - 9.1.3** Overhead and general expenses, except as may be expressly included in Article 8, including but not limited to the costs of Design-Builder's taxes, licenses or other levies in connection with the general conduct of its business, including Federal and State income taxes.
 - 9.1.4** The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

ARTICLE 10 DISCOUNTS, REBATES AND REFUNDS

- 10.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) the Design-Builder included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments. Cash discounts for items or services not paid for by Owner shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured.

ARTICLE 11 ACCOUNTING RECORDS

- 11.1** The Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.

ARTICLE 12 CHANGES IN THE PROJECT

- 12.1** **Scope Change Orders.** Any work not contained in the Contract Documents shall be a change and shall be performed by Design-Builder only pursuant to a written Change Order to this Agreement issued by Owner if such work increases or decreases the Contract Price. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work Design-Builder shall be paid a lump sum acceptable to both parties. If the parties are unable to agree upon a lump sum for the additional work, Design-Builder shall be reimbursed for the cost of such work, as determined in accordance with Article 8. If the Change Order causes a decrease in the cost of the Work, the Contract Price shall be decreased by the amount of Design-Builder's

determination of the decrease of the cost in labor, materials and equipment no longer required, based upon the Schedule of Values furnished pursuant to Paragraph 2.1.3. All Change Orders to the Project Scope shall reflect the following:

- a) A change in the Work;
- b) The amount of the adjustment in the Contract Price; if any
- c) The extent of the adjustment in the Contact Time, if any.

12.2 Concealed Conditions. If concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for under this Agreement, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price and Construction Schedule shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by Design-Builder.

12.3 The Design-Builder will provide estimates for proposed minor changes in the Work to the Owner at no cost. For potential changes in the work which will require significant effort by the Design-Builder to evaluate and price, the Design-Builder will provide the Owner an estimate of the level of effort involved prior to working on the proposal. If Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

12.4 Construction Change Directives

12.4.1 A Construction Change Directive for a value equal to or less than \$20,000 is a written order signed by the Owner's representative. A Construction Change Directive for a value greater than \$20,000 must be provided in the form a resolution by the Owner's Corporate Authorities. Either Directive is an order directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Construction Schedule, or both.

12.4.2 A Construction Change Directive shall be used in the absence of total agreement on an adjustment on the term of a Change Order.

12.4.3 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on 12.6.

12.4.4 Upon receipt of a Construction Change Directive, the Design-Builder shall advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Construction Schedule. Upon agreement with the Contract Price and/or Construction Schedule, Design-Builder shall proceed with the change in the work.

12.4.5 A Construction Change Directive signed by the Design-Builder indicates the agreement of the Design-Builder therewith, including adjustment in Contract Price and Construction Schedule or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

12.5 Minor Changes in the Work

12.5.1 Minor Changes in the Work do not involve an adjustment in the Contract Price and/or

Construction Schedule(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder will record such changes, where appropriate, on the documents maintained by Design-Builder.

12.6 Contract Price Adjustments

12.6.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

12.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

12.6.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

12.6.1.3 Cost, fees and any other markups set forth in the Agreement; and

12.6.1.4 If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price.

12.6.2 If the Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed change to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 16 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to of its reasonable estimated cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services.

12.7 Emergencies

12.7.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Construction Schedule(s) on account of emergency work shall be determined as provided in this Article 12.

ARTICLE 13 PAYMENTS TO THE DESIGN-BUILDER

13.1 Monthly Progress Payments

13.1.1 On or before the 9th day of each month, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date

of the Application for Payment. The Application for Payment shall be accompanied by copies of all necessary supporting documentation.

13.1.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

13.1.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

13.1.4 The Owner shall pay the Design-Builder no later than 20 days after receipt of Pay Application.

13.2 Dispute of Payments

13.2.1 On or before the date established in Article 13.1.4, Owner shall pay Design-Builder all amounts due. The Owner waives the right dispute that the Design-Builder is not entitled to all or part of an Application for Payment, unless the Design-Builder is notified in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts the Owner dispute, the reasons and contractual basis for the disputed, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 15 hereof.

13.2.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by 13.1.4.

13.3 Right to Stop Work and Interest. If Owner fails to pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 15.8 hereof. All payments due and unpaid, including disputed amounts shall bear interest at the rate set forth in the Agreement.

13.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest in accordance with the terms of the Local Government Prompt Payment Act.

13.5 Title Free of Liens. The Design-Builder warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall pass to the Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Design-Builder, at its own expense, shall indemnify, defend and save harmless Owner against Liens filed on the property of Owner by subcontractors, materialmen or suppliers of Design-Builder for amounts due them from Design-Builder for Work, the cost of which has been paid by Owner to Design-Builder.

13.6 Final Payment. For purposes of final payment, the procedure under this Agreement shall be as follows:

13.6.1 The Design-Builder shall give written notice to Owner upon substantial completion of the Project, or a designated portion thereof. If Owner has not, in fact, occupied or utilized the Project, or the designated portion thereof, the Owner's Representative, within five (5) days of

receipt of such notice, shall determine on the basis of an inspection that the work is substantially complete. Design-Builder shall then prepare a Certificate of Substantial Completion for approval by the Owner's Representative which shall establish the date of substantial completion, shall state the responsibilities of Owner and Design-Builder regarding maintenance, heat, utilities, and risk of casualty, and shall list the items of Work (punch list) to be corrected or completed.

13.6.2 When the parties have mutually agreed upon the Certificate of Substantial Completion, Design-Builder shall submit to the Owner's Representative for approval of an Application for Payment of the unpaid balance of the Contract Price for the Project, less an amount equal to one-hundred percent (100%) of the estimated cost of completing all remaining unfinished items of work shown on the punch list or five percent (5%) of the project cost whichever is greater. Failure of Owner to pay the amount specified by Owner's Representative shall constitute a breach of this Agreement and Design-Builder shall have no further obligations or responsibility to Owner under this Agreement.

13.6.3 Design-Builder shall, as soon as possible, correct or complete the items of work noted on the punch list without additional expense to Owner. Owner's Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction of completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Design-Builder.

13.6.4 Following full completion of the Work and final inspection and acceptance of the Work by the Owner's Representative, Design-Builder shall submit a final Application for Payment for the entire unpaid balance of the contract price, as noted in the final application. In direct exchange for payment, Design-Builder shall issue a duly executed final waiver of lien.

ARTICLE 14 INDEMNITY AND INSURANCE

14.1 Indemnity. Design-Builder shall defend, hold harmless, and indemnify the Owner, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in this agreement; (d) infringement of any patent, trademark or copyright; and, e) the negligent performance under this agreement by Design-Builder, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Design-Builder 's behalf: In connection with any such liabilities, the Owner, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Design-Builder shall be solely liable for all costs, fees and expenses of such defense. The terms of this indemnity shall survive the suspension, expiration or termination of this agreement.

14.2 Design-Builder's Insurance. The Design-Builder shall purchase and maintain the following insurance to cover Design-Builder's operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Design-Builder shall require subcontractor's to include a waiver of subrogation endorsement in favor of the additional insured's for Workers Compensation and General Liability.

14.2.1 Workers' Compensation insurance in full compliance with workers' compensation laws of the State of Illinois, together with employer's liability coverage with minimum limits of liability in the

amount of:

\$500,000 each accident Bodily Injury by Accident
\$500,000 policy limit Bodily Injury by Disease
\$500,000 each employee Bodily Injury by Disease.

14.2.2 Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

Combined single limit: \$1,000,000 bodily injury and property damage each accident.

14.2.3 Comprehensive general liability insurance including Independent Contractor's coverage with following minimum limits of liability:

Combined single limit: \$1,000,000 each occurrence
\$1,000,000 personal & advertising injury
\$1,000,000 general aggregate
\$2,000,000 products/completed operations aggregate
\$2,000,000 aggregate

14.2.4 The Design-Builder shall carry an umbrella policy to apply excess of the general liability, automobile liability and employer's liability coverages listed above at the following limits of liability: \$5,000,000 each occurrence; \$5,000,000 aggregate.

14.2.5 The Design-Builder's commercial general liability policy shall also include blanket contractual liability coverage.

14.2.6 Errors and Omissions Insurance with respect to design services in the amount of \$5,000,000, which, if written on a "claims made" basis, shall be maintained in full force and effect for four (4) years after the completion of the Work. If at any time during the four (4) year period, Design-Builder shall no longer carry such insurance; it shall provide thirty (30) days prior written notice to Owner.

14.2.7 Owner shall purchase and maintain at its sole expense, until the Date of Substantial Completion and acceptance thereof, all-risks of direct physical loss builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials, supplies and equipment intended for specific installation in the Work while in transit, at temporary locations, or delivered to the site but not yet incorporated into the Work). This insurance shall include the interests of Design-Builder, Owner, Owner's Representative, subcontractors and sub-subcontractors in the Work, except for the equipment used by the Design-Builder, subcontractors and sub-subcontractors associated with their Work, and shall insure against the perils normally insured against in an all-risks direct physical loss builder's risk policy including the perils of flood, quake and terrorism, and shall be deemed the primary insurance as to covered risks.

Such builder's risk insurance shall be written on a repair or replacement cost basis. The policy (ies) for such insurance shall be secured and maintained by Owner in the full amount of the Contract Price and adjusted for changes in the Contract price affected by the Change Order(s).

14.2.8 Any insured loss shall be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of Owner's construction lender. The Design-Builder, subcontractors and sub-subcontractors shall consult with the Owner at Owner's discretion in any loss

adjustment, subject to the rights of any applicable lenders. Owner shall purchase and maintain, until the Date of Substantial Completion, all-risk builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials delivered to the site but not yet incorporated into the improvements). If Owner requests, in writing, that insurance for special hazards be included in the property insurance policy, Design-Builder shall, if possible, include such insurance and the cost thereof shall be charged to Owner by appropriate Change Order.

14.2.9 All insurance required of Design-Builder shall be with insurers having a Best Rating of at least A-Class VII or better. Certificates of insurance reasonably acceptable to Owner shall be filed with Owner prior to commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Owner.

ARTICLE 15 STOP WORK AND TERMINATION OF THE AGREEMENT

- 15.1 Owner's Right to Stop Work.** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.
- 15.2** Design-Builder is entitled to an adjustment of the Contract Price and/or Construction Schedule(s) if its cost or time to perform the Work has been impacted by any suspension of stoppage of work by Owner.
- 15.3 Owner's Right to Perform and Terminate for Cause.** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Construction Schedule(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 15.4 and 15.5 below.
- 15.4** Upon the occurrence of an event set forth in Section 15.3 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within fourteen (14) days of Design-Builder's receipt of such notice. If Design-Builder, within such fourteen (14) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.
- 15.5** Upon declaring the Agreement terminated pursuant to Section 15.4 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and set over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expense, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages

set forth in Section 16.6 hereof.

- 15.6** If Owner improperly terminates the Agreement for Cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 15 of the Agreement.
- 15.7 Termination for Convenience.** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:
- 15.7.1** All Work executed and for proven loss, cost or expense in connection with the Work;
- 15.7.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amount due in settlement of terminated contracts with Subcontractors.
- 15.7.3** A proportionate share of Design-Builder's fee on a percentage basis equivalent to the percentage of the total Contract Price being paid under items 15.7.1 and 15.7.2 above.
- 15.8 Design-Builder's Right to Stop Work.** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:
- 15.8.1** Owners failure to provide financial assurances as required under Section 3.7 hereof: or
- 15.8.2** Owner's failure to pay amounts due under Design-Builder's Application for Payment.
- 15.9** Should any of the events set forth in Section 15.9 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder shall stop work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Construction Schedule(s) to the extent it has been adversely impacted by such stoppage.
- 15.10 Design-Builder's Right to Terminate for Cause.** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:
- 15.10.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 15.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
- 15.10.2** Owner's failure to cure the problems set forth in Sections 15.9 above after Design-Builder has stopped the Work.
- 15.11** Upon the occurrence of an event set forth in Section 15.10 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within Fourteen (14) days of Owner's receipt of such notice. If Owner, within such fourteen (14) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 15 of the Agreement.
- 15.12 Bankruptcy of Owner or Design-Builder.** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt

Party”), such event may impair or frustrate the Bankrupt Party’s ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

15.12.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

15.12.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.

15.13 The rights and remedies under Section 15.12 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of this Contract.

ARTICLE 16 DISPUTE RESOLUTION

16.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

16.2 **Dispute Avoidance and Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

16.3 Design-Builder and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder’s Representative and Owner’s Representative.

16.4 If a dispute or disagreement cannot be resolved through Design-Builder’s Representative and Owner’s Representative, Design-Builder’s Senior Representative and Owner Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

16.5 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to

non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

- 16.6 Consequential Damages.** Notwithstanding anything herein to the contrary, neither Design-Builder nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

ARTICLE 17 PROTECTION OF PERSONS AND PROPERTY

- 17.1 Safety Precautions and Programs.** The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

- 17.2 Safety of Persons and Property.** The Design-Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

17.2.1 Employees on the Work and other persons who may be affected thereby;

17.2.2 The Work and material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody and control of the Design-Builder or the Design-Builder's subcontractors or sub-subcontractors.

- 17.3** The Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

- 17.4** The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent sites and utilities.

- 17.5** When use or storage of hazard materials or equipment or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise the reasonable utmost care and carry on such activities under supervision of properly qualified personnel.

- 17.6** The Design-Builder shall promptly remedy (or use its best efforts to remedy) damage and loss to property caused in whole or in part by the Design-Builder, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any them, or by anyone for whose acts they may be liable and for which Design-Builder is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts they Owner may be liable, and not attributable to the fault or negligence of the Design-Builder.

ARTICLE 18 MISCELLANEOUS

- 18.1 Successors and Assigns.** This Agreement shall be binding on the successors, assigns, and legal representatives of the Owner or Design-Builder. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.

- 18.2 Governing Law.** This Agreement shall be governed by the law of the State of Illinois County of Cook.
- 18.3 Ownership of Documents.** The drawings, Specifications and other documents prepared by the Design-Builder for this project are instruments of the Design-Builder's service for use solely with respect to this Project and, unless otherwise provided, the Design-Builder shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Design-Builder's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Design-Builder's Drawings, Specifications or other documents shall not be used by the Owner or others on other project, for additions to this Project or for completion of this Project by others, unless the Design-Builder is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Design-Builder.
- 18.4** Submission or distribution of documents to meet official regulatory requirements including but not limited to Freedom of Information Act (FOIA) requests or for similar purposes in connection with the project is not to be construed as publication in derogation of the Design-Builder's reserved rights.
- 18.5 Representations and Warranties.** Design-Builder represents and warrants the following to the Owner which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:
- (i) That it is able to furnish the labor required to manage the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
 - (ii) That it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and over the Work and the Project;
 - (iii) That its execution of this Agreement and its performance thereof is within its duly authorized powers;
- 18.6 Discipline of Employees.** Design-Builder shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 18.7 Claims for Damages.** Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.
- 18.8 Written Notice.** All notices, demands and communications required or which either party desires to give or make hereunder shall be in writing signed by or on behalf of the party giving or making the same, and may be served personally, by United States registered or certified mail, return receipt requested, or by a national courier service guaranteeing overnight delivery:

- I. To Design-Builder: Wight Construction, Inc.
Attn: Ken Osmun
2500 N. Frontage Road
Darien, IL 60561

- II. To Owner: Village of Lemont
Attn: Village Administrator
418 Main Street
Lemont, IL 60439

Mailed notices shall be deemed to have been given on the third business day after the date of mailing or upon receipt by either party if personally delivered and a written receipt signed therefore, or one (1) business day following deposit for overnight delivery with a national courier service guaranteeing overnight delivery. Any party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this subparagraph.

18.8 Access to Work. Owner and its representative shall at all times have access to the Work whenever it is in preparation or progress; provided, however, that such access shall not interfere with the prosecution of the Work by Design-Builder, or its subcontractors or sub-subcontractors or jeopardize their safety. Design-Builder shall permit and facilitate such access to the Work by Owner, its agents, and public authorities concerned with such work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

OWNER:

By: _____

Its: _____

Date: _____

DESIGN-BUILDER: Wight Construction, Inc.

By: _____

Its: President - Wight Construction, Inc.

Date: _____

EXHIBIT "A" OTHER PROVISIONS

USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Design-Builder may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement. Design-Builder will be competitively bidding all required construction work in accordance with the Public Procurement Law and shall award subcontracts to the lowest responsible bidder. Any use of subcontractors shall require the prior written approval of the Owner and/or Owner Representative; said approval shall not be unreasonably withheld. Design-Builder shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Owner was not obtained. Design-Builder shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

All subcontractors shall be required to furnish a payment and performance bond for their work scope.

COMPLIANCE WITH LAWS.

A. Design-Builder agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Design- Builder shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Design-Builder certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*

2. Tax Payments. Design-Builder certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

3. Equal Pay Act of 2003. Design-Builder, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

4. Public Works Employment Discrimination Act. The Design-Builder certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act–Equal Opportunity Clause. Design-Builder certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Design-Builder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Design-Builder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Design-Builder agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Design-Builder's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Design-Builder in its efforts to comply with such Act and Rules, the Design-Builder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Design-Builder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Design-Builder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors, etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

§ 4. No Design-Builder, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Design-Builder by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations; punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participants, of a Class B misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity; construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment there under, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

All subcontractors will be required to comply with the following:

1. Confined Space Entry Policy and Procedures
2. Contractor's Drug-Free Workplace Certification
3. Contractor's Certification /Nat'l Security/ US Patriot Act

EXHIBIT "B"

Project Scope Document Based on Schematic Design Report Dated March 16, 2012.



**Village of Lemont
Village Hall Renovation and
Deferred Maintenance Upgrades**

Schematic Design Report

prepared by
Wight & Company

Wight & Company Project No. 02-5011-05
March 16, 2012





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1.....	Introduction
2.....	Project Directory
3.....	Schematic Design Drawings Existing / Demo Floor Plans New Floor Plans Structural Concept Plans Work Scoping Plans
4.....	Building Systems Description
5.....	Projected Costs
6.....	Preliminary Project Schedule



1 Introduction

During this Schematic Design Phase, Wight worked with the Village of Lemont Administration and staff to further define the required project work scope and further identify the specific deferred maintenance issues and proposed resolution. Additionally, we worked through several design concepts for addressing program and space improvements at the front entry and addressing the vertical circulation to the second floor and basement.

This Schematic Design Report summarizes the results of the initial phase of the design effort. The primary purpose of the Schematic Design Phase is to develop a more specific architectural plan based on the earlier concept planning study, which must:

- Meet the needs of the space program set out by Village of Lemont
- Be achievable with the available funds
- Comply with the requirements of the regulatory agencies
- Maintain the architectural integrity of this prominent building

This project was envisioned to meet 3 primary goals:

- Resolve deferred maintenance issues which are beginning to cause damage to the building and increasing costs of repair.
- Enhance the building entry and provide better customer service interface.
- Reorganize staff space for more efficient utilization and collaboration in a changing work environment.

At the outset of this project there were several site meetings to review the multitude of deferred maintenance issues at the building and identify reasonable solutions to resolve the issues and extend the life of the building as a long-term asset for the Village. During this process some specific issues were also identified to make the facility more accessible and compliant with current codes (e.g. front stairs and toilet rooms). Building envelope items were identified including needs for tuck-pointing and window replacement which will protect the building interior from further deterioration and aid in addressing energy efficiency and noise concerns. Some specific MEP items were also identified including concerns with the incoming water service, sanitary sewer issues and fire protection problems at the attic space. All of these items are identified for resolution as part of this project.

In order to address the second and third project goals, various design concepts were explored to create a better entry that respects the historic nature of the building front façade and creates a consolidated customer service point at the new entry lobby. This is achieved by relocating the main front stair and will allow for the Village to more efficiently assist the public and have staff share service responsibility. The primary staff work area is also proposed for reorganization to allow a more open and collaborative work environment.



2 Project Directory

Owner

Village of Lemont

418 Main Street
Lemont, IL 60439
630.257.6440

primary contact:

Ben Wehmeier, Village Administrator 630.257.6440
George Schafer, Assistant Village Administrator..... 630.243.2709

Architect

Wight & Company

2500 N. Frontage Rd.
Darien, IL 60561
630.969.7000 fax 630.969.7979

primary contact:

Jason Dwyer, Project Manager 630.969.7000
Dave Gassen, Project Architect

Structural Engineer

Wight & Company

2500 N. Frontage Rd.
Darien, IL 60561
630.969.7000 fax 630.969.7979

primary contact:

Matt Aquino, Project Manager..... 630.969.7000

Mechanical Engineer

Wight & Company

2500 N. Frontage Rd.
Darien, IL 60561
630.969.7000 fax 630.969.7979

primary contact:

Sudesh Saraf, Project Manager 630.969.7000

Building Department

Village of Lemont

418 Main Street
Lemont, IL 60439

primary contact:

Ed Buettner, Building Commissioner 630.257.1580

Fire Prevention Bureau

Lemont Fire Protection District

15900 New Avenue
Lemont, IL 60439
630.257.0191

primary contact:

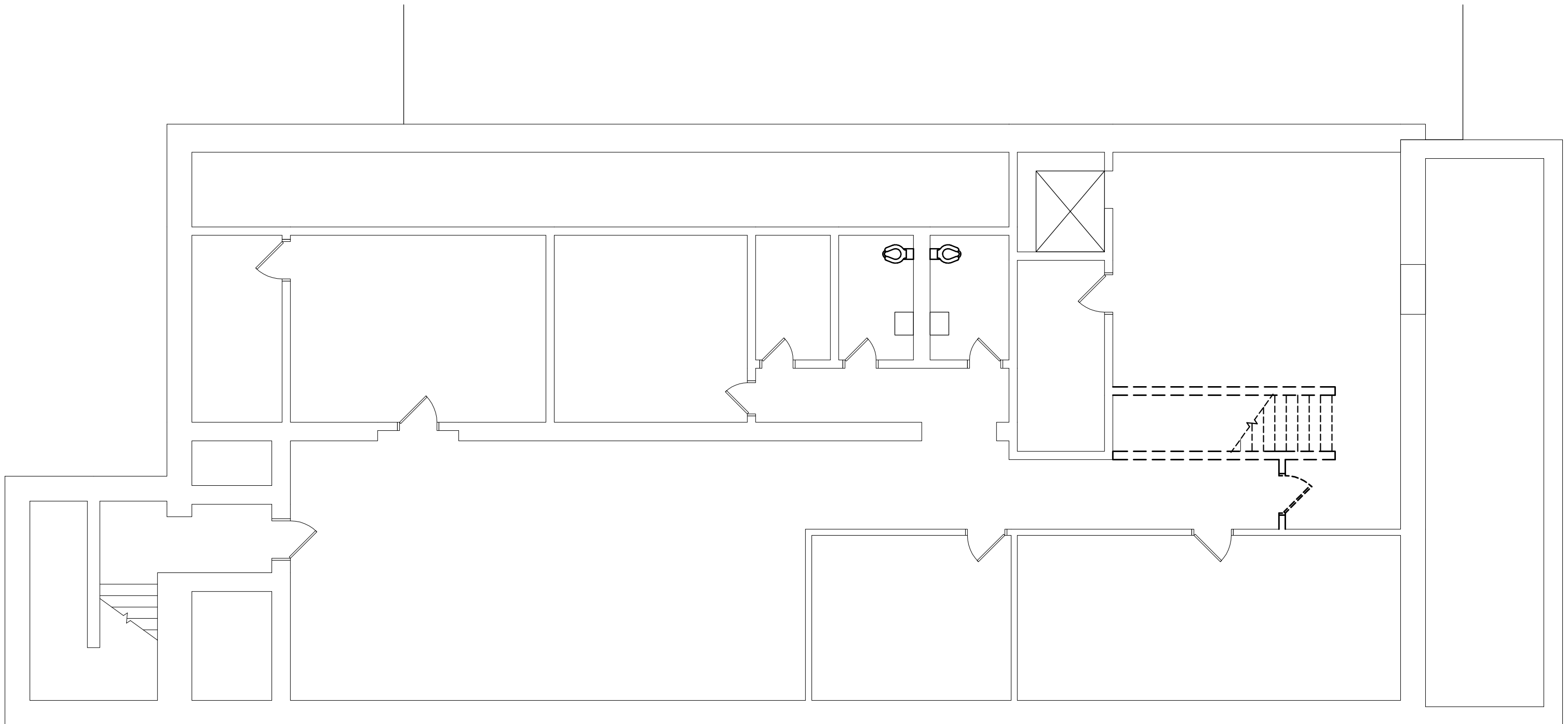
John Rutkowski, Fire Marshal 630.257.0191



3 Schematic Design Drawings

The following schematic design drawings represent the agreed upon design solution for the project and preliminary data outlining the work scope. This design concept is intended to be further advanced and refined in the next phase of the project – Design Development. During Design Development, additional data will be collected and detail set forth to further illustrate all key design elements in a manner suitable for proceeding with the construction documents.

0a Basement Demolition Plan



Village of Lemont
Village Hall Renovation
March 19, 2012

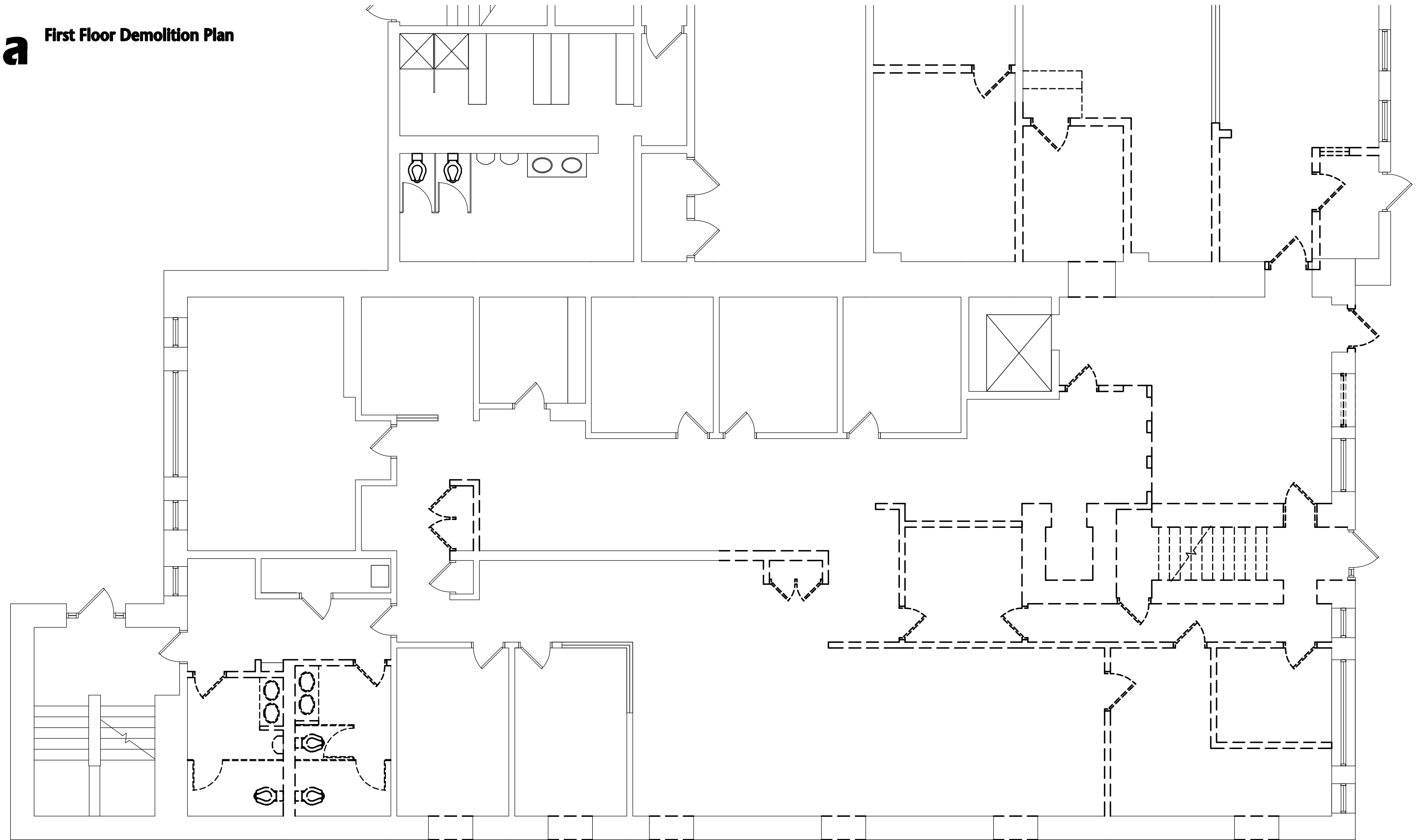


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0 2' 4' 8'

02-5011-05



1a First Floor Demolition Plan



Village of Lemont
Village Hall Renovation
March 19, 2012

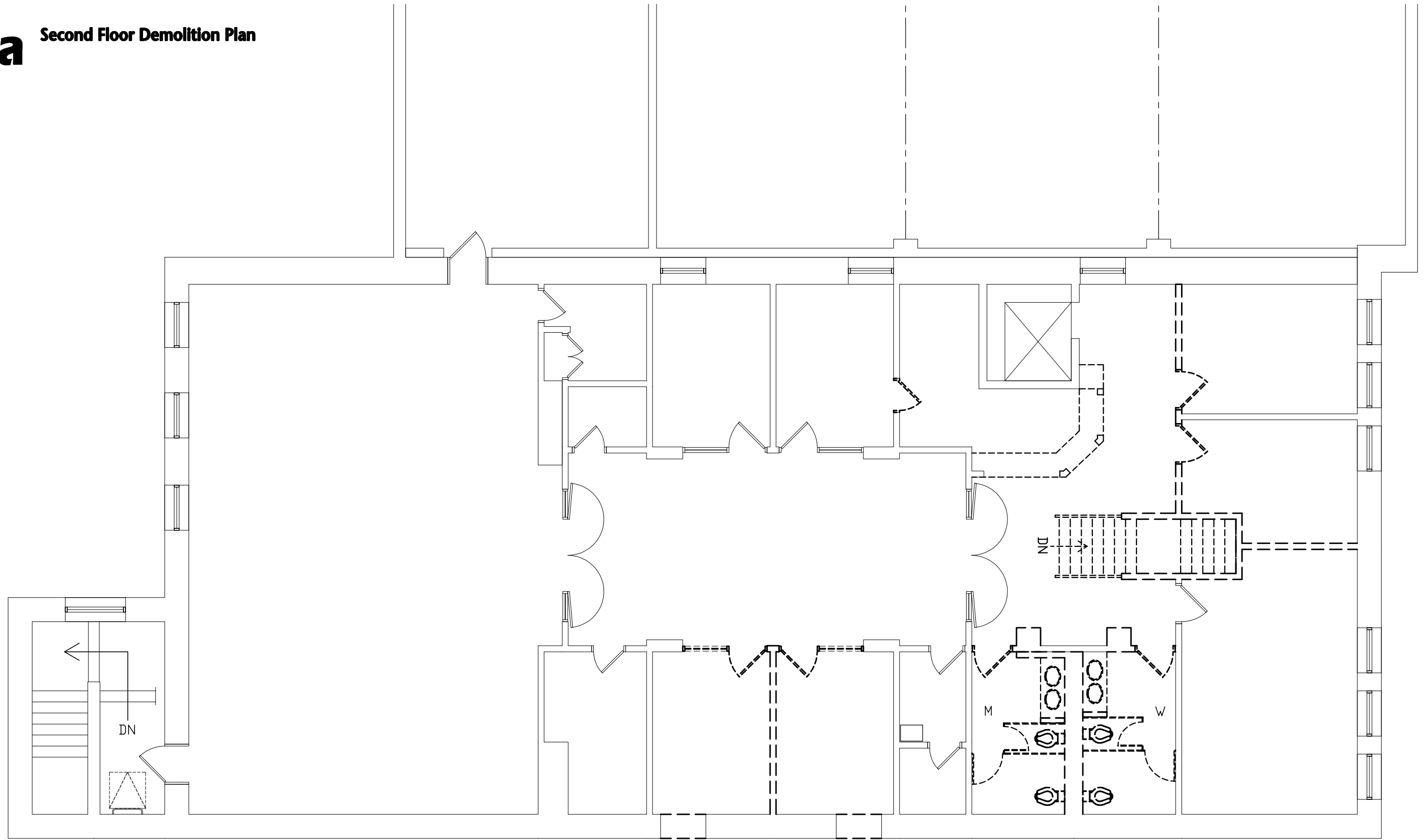


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02-5011-05



2a Second Floor Demolition Plan



Village of Lemont
Village Hall Renovation
March 19, 2012

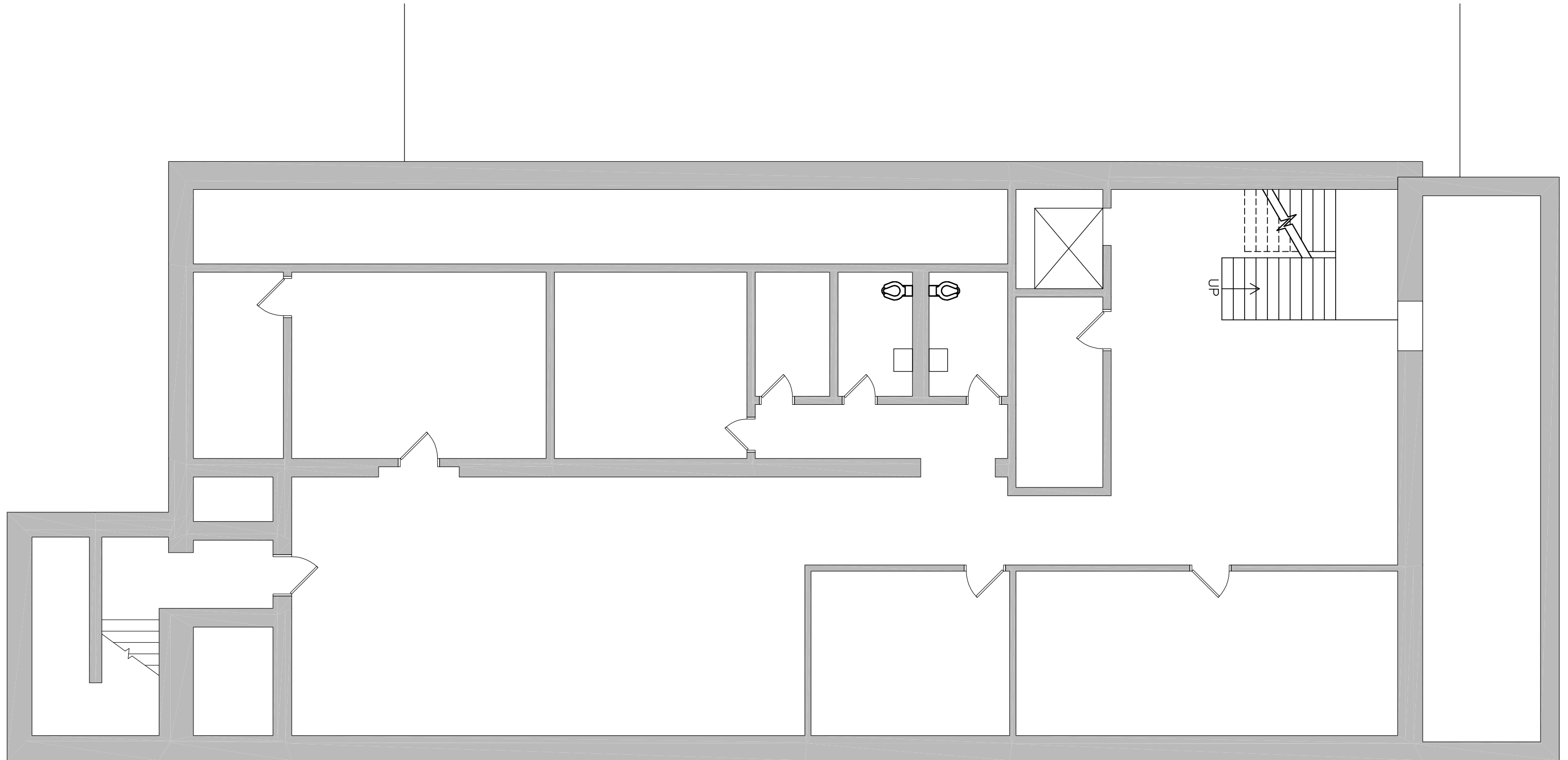


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02-5011-05



0b Basement New Layout Plan



Village of Lemont
Village Hall Renovation
March 19, 2012



SCALE: 1/8" = 1'-0"
0 2' 4' 8'

02-5011-05



1b First Floor New Layout Plan



Village of Lemont
Village Hall Renovation
 March 19, 2012

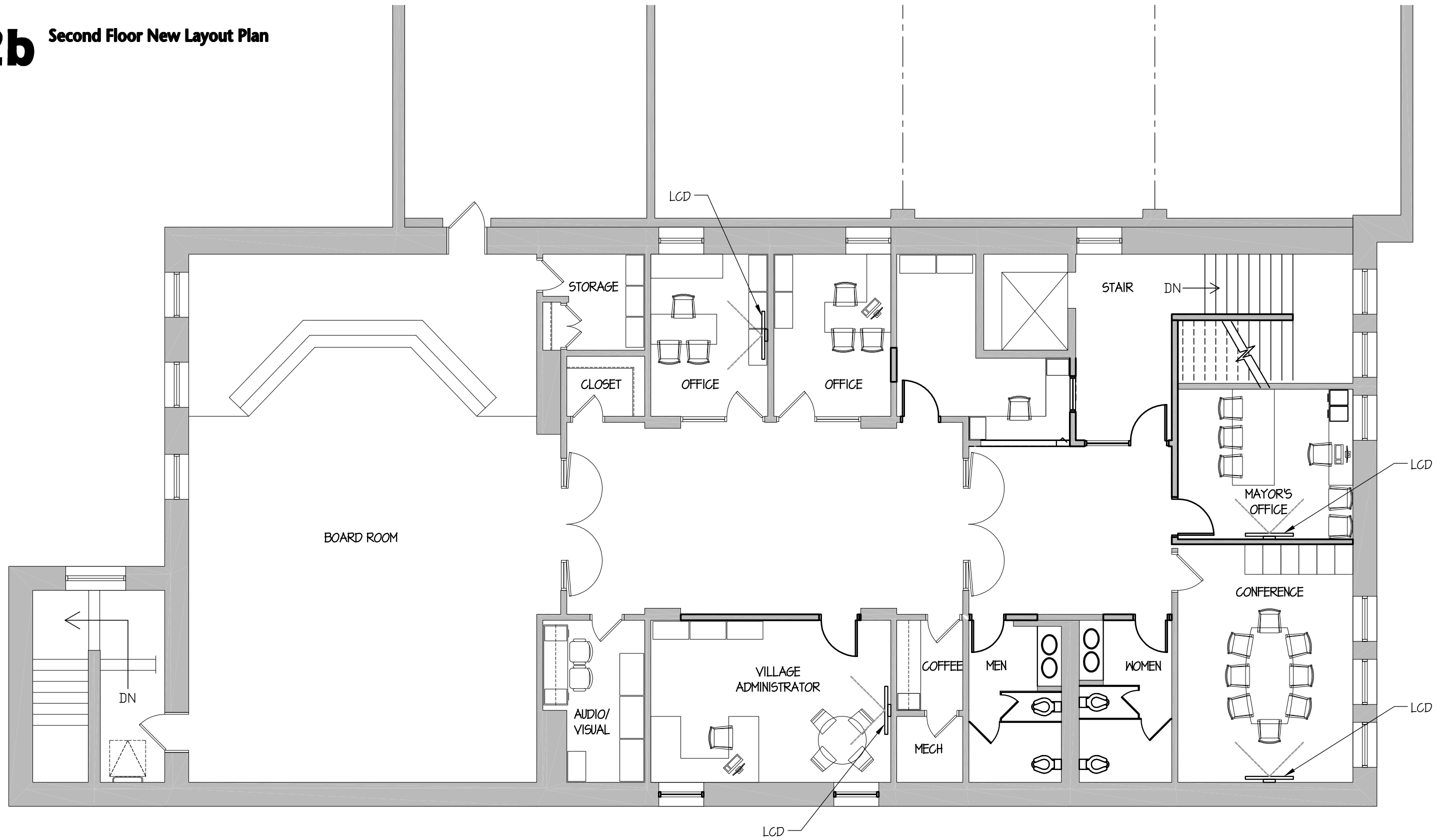


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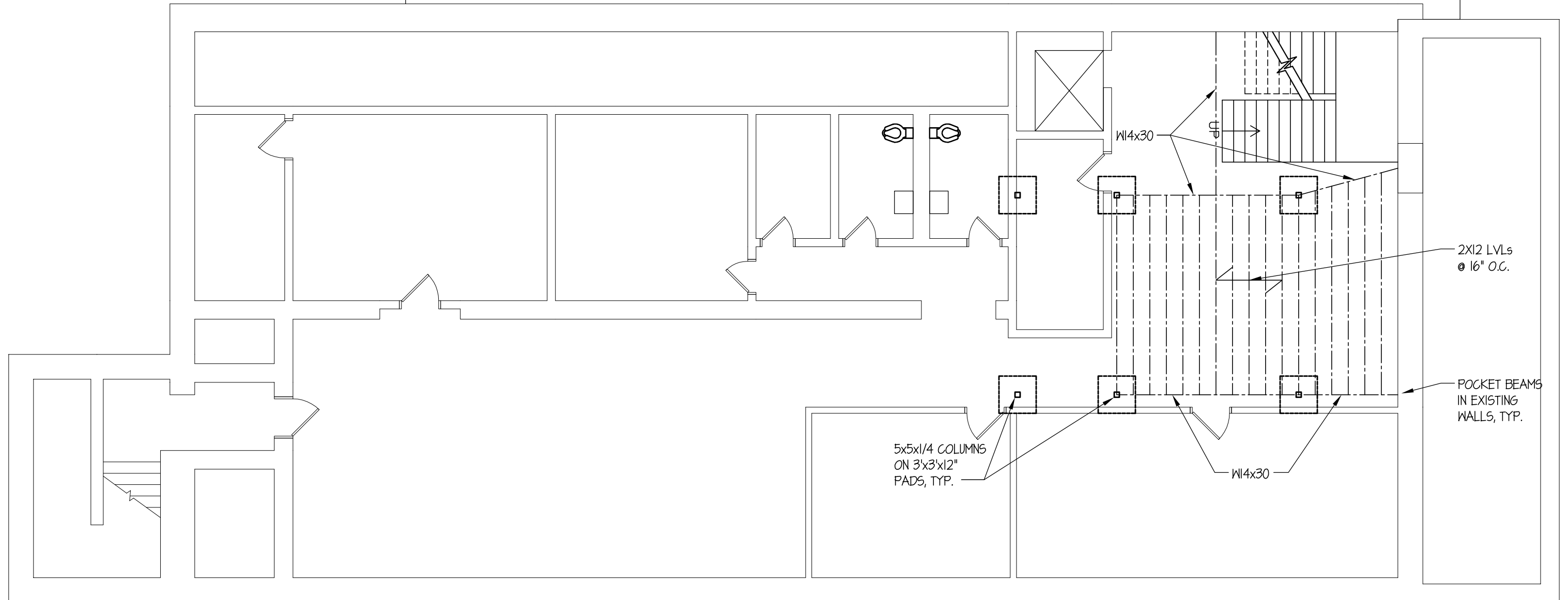


2b Second Floor New Layout Plan



1c Basement / First Floor New Structural Concept Plan

1. EXISTING 1ST FLOOR FRAMING ON EAST & WEST SIDE TO BE SHORTENED AS REQUIRED.
2. REMOVE / RECONSTRUCT STUD WALLS & DOORS AS REQUIRED FOR PAD INSTALLATION



Village of Lemont
Village Hall Renovation
March 16, 2012



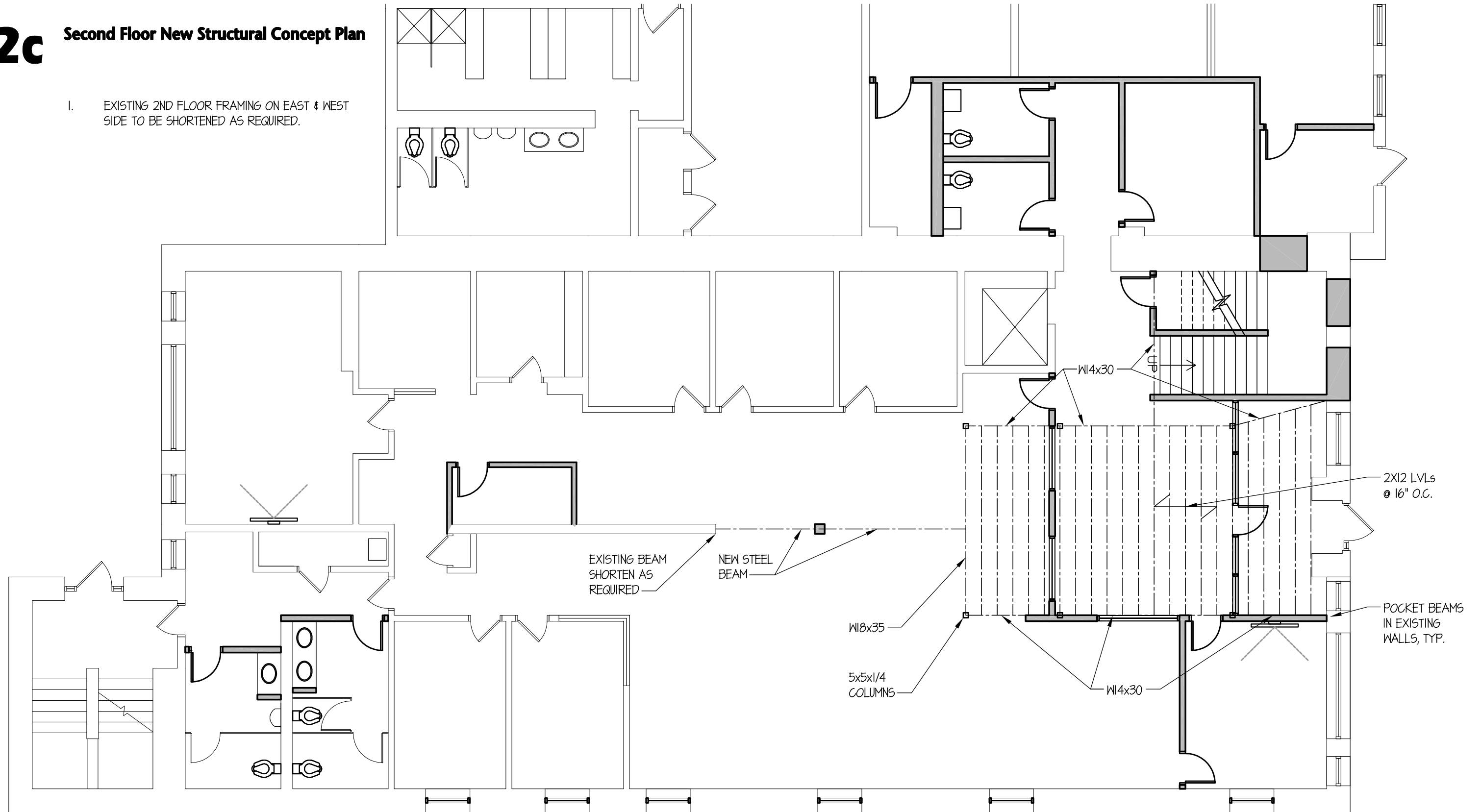
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02-5011-05



2c Second Floor New Structural Concept Plan

I. EXISTING 2ND FLOOR FRAMING ON EAST & WEST SIDE TO BE SHORTENED AS REQUIRED.



Village of Lemont
Village Hall Renovation
March 16, 2012

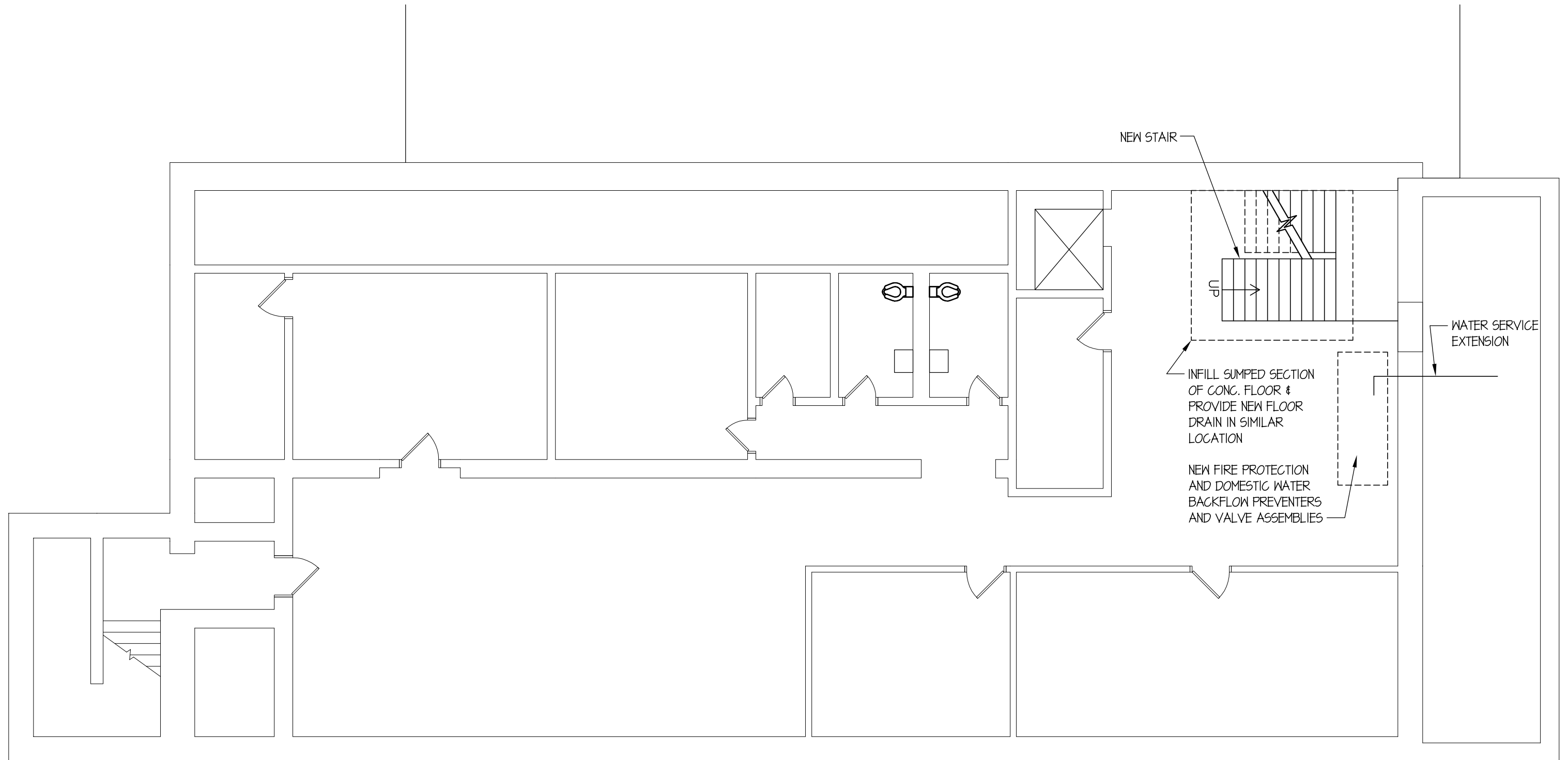


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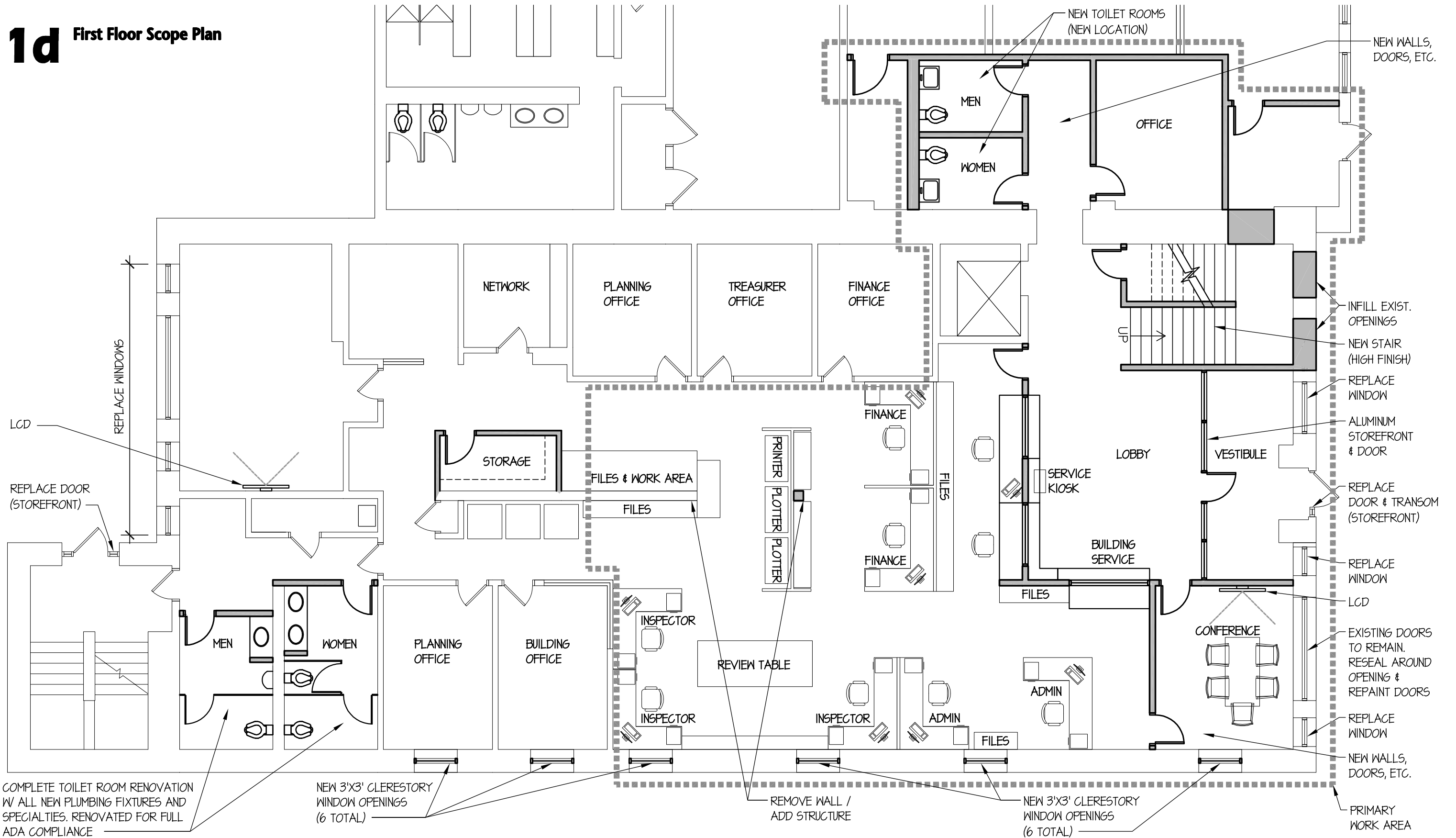
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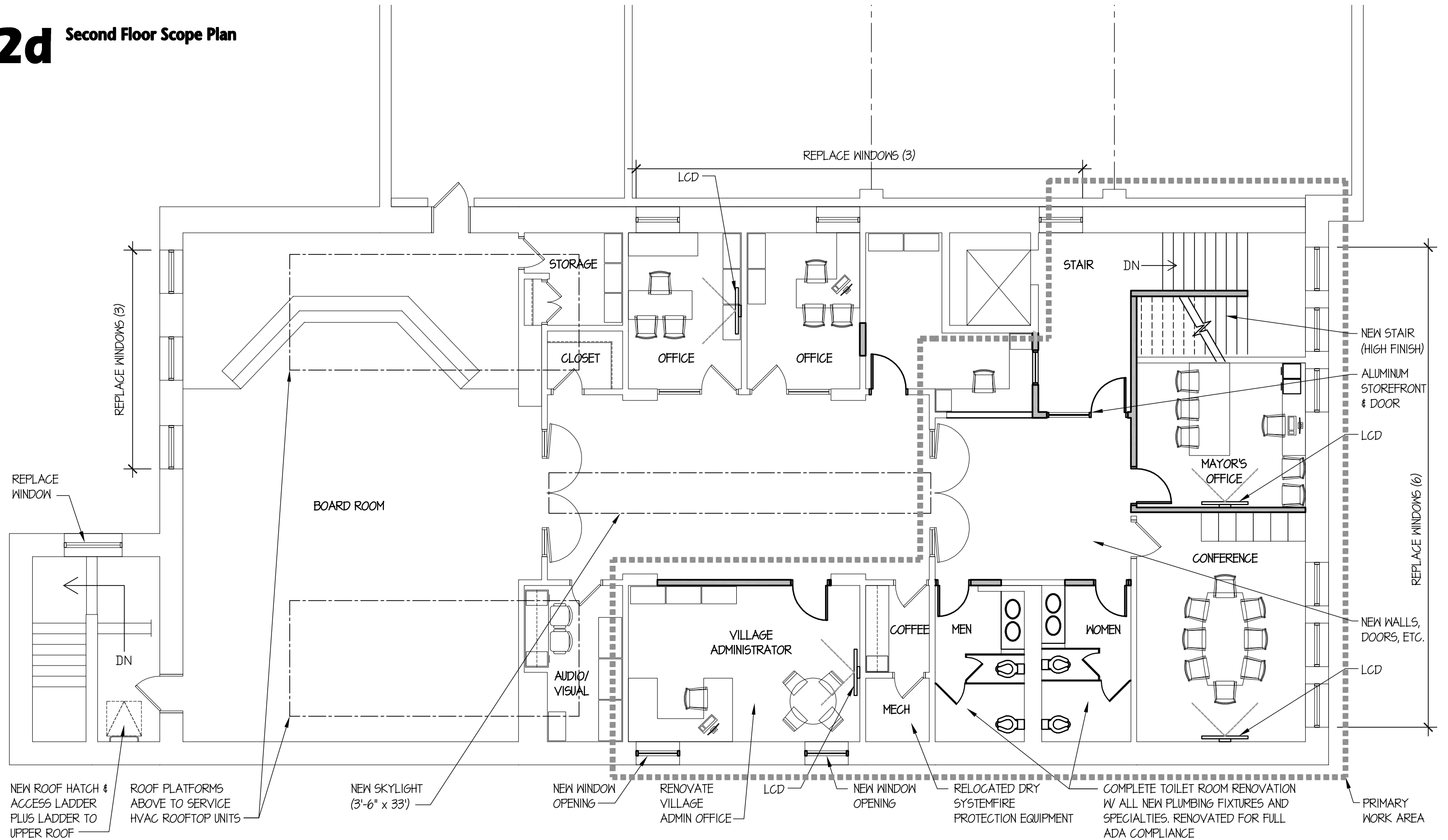
0d Basement Scope Plan



1d First Floor Scope Plan



2d Second Floor Scope Plan





4 Building Systems Scope of Work Description

Demolition

Demolition work scope is focused in three primary areas as follows:

1. Demolition of main front stair and safe at first floor as well as floor framing at that area to accommodate the construction of a new stair from the basement level to the second floor in the northwest corner of the building.
2. Demolition of the primary men's and women's toilet rooms on the first and second floor in their entirety including plumbing to accommodate a complete re-build to meet accessibility code requirements.
3. Spot demolition in various areas to allow for new window openings on the east exterior wall, a new access between the village hall and the former police department building and other items to be replaced (e.g. old exterior windows, skylight, etc.)

Structural System

Existing structural system is predominantly a wood frame system with load bearing perimeter and interior bearing walls. The majority of the structural framing is to remain. At the proposed location of the stair demolition and the new stair construction, a new steel column and beam structure will be added to reframe the north central section of the building for the first and second floor framing. The new structure is assumed to be founded on new concrete shallow spread footings at the basement level.

Exterior Closure and Exterior Skin Upgrades

The building exterior stone will be tuck-pointed extensively to address areas of significant deterioration as well as to maintain other areas of the building that are in need of maintenance. Work will also include repair and replacement of damaged stone caps and copings identified during our field investigation. In addition to the tuck-pointing work for the Village Hall building, there will also be work done on the Old Police Department building to at areas identified as needing repair.

All exterior windows and doors will be removed and replaced on the Village Hall. Aluminum storefront framing with thermally insulated glazing units will be installed at all existing openings and the new opening proposed to be cut into the east exterior wall to bring natural light to several internal office spaces. All windows are proposed to be fixed windows. Additionally, the north facing windows on the first and second floor are proposed to be upgraded with additional laminated glazing to provide enhanced acoustical performance.

We are not proposing a full roofing replacement at this time, but there will be portions that have to be re-worked and repaired in conjunction with other work scope being done at the roof level. The existing skylight was determined to be reaching the end of its useful life and will be removed and replaced with a new aluminum framed ridge shaped skylight (similar to the existing). A new roof access hatch is proposed with access from a fixed ladder from the top landing of the rear stair. Additional fixed ladders are proposed to transition between roof levels including access to the roof of the old police building. Finally, new working platforms will be



constructed around the rooftop mounted HVAC units on the Village Hall as the existing wood platform is in disrepair and does not provide safe working clearances.

Interior Construction and Finishes

Standard interior partitions will be 5/8" gypsum board on metal studs in most areas except the new stair construction which is intended to be gypsum board furred CMU for structural support of the stair through the floors.

Interior doors will be solid-core flush wood doors with hollow metal frames to match the immediate adjacent existing doors within the building and will have standard latch sets and hardware with locks as required.

One major improvement included in this work scope is the creation of a vestibule at the front entry and the re-activation of the center front door as the primary entrance and exit from the building. The other door on the north side will be eliminated and in-filled. The construction of the vestibule will provide better protection from winds and exterior temperature extremes which is a significant problem in the current building layout. The interior vestibule door and wall framing as well as the door at the top of the stairs at the second floor are proposed to be aluminum storefront or hollow metal framing with framed glass doors.

The new stair construction is proposed to be a concrete filled metal pan stair meeting current code dimensions with required handrails and guardrails. The finish materials will be upgraded on the stair extending from the first to the second floor, but will be left as sealed concrete going to the basement as this is not accessible by the public.

The floor plans enclosed in this report identify an area noted as the "primary work area". These areas are schedule to receive all new finish flooring of either porcelain tile (toilet rooms and main entry areas) or carpet (office areas). They will also receive all new suspended acoustical tile ceilings and lighting to conform to the new layouts and all walls will be painted. Toilet rooms on the first and second floor will be finished with new tile floor and tile wainscot on the walls as well as all new plumbing fixtures, baked enamel metal toilet partitions, and toilet accessories. Similar finishes will be used in the two new single occupant public toilet rooms on the first floor in space recaptured from the Old Police Department building.

The remainder of the first and second floor is targeted for ceiling tile and HVAC diffuser replacement (maintaining existing grid and lighting) as well as new carpet flooring and painting of all walls. It was discussed that this might be bid as an alternate bid as this work scope is a lower priority than other work defined in this project and would be a potential cost savings option if market conditions fluctuate and trade contractor bids come in higher than currently targeted.

Furniture and Casework

New counters are proposed for the main reception / transaction area and are proposed to be constructed of plastic laminate clad particle board substrates. Options for using an upgraded counter top material such as solid surface or granite will be explored during design development pending alignment with the project budget.

New furniture is proposed at the first floor to outfit a new conference room, and accommodate the new workstation layouts for the Building Department and Finance support staff. New



furniture will be provided at the second floor for the relocated Mayor's office which is anticipated to double as a small conference room. The two smaller offices and the Village Administrator's office will utilize existing furniture with the exception of a small conference table in the Administrator's office. Basic furniture configurations are presented in the enclosed Schematic Design drawings. An overall furniture budget allowance line item is enclosed in the cost estimate included in this report and it is assumed that the final scope of furniture will be confirmed during Design Development to confirm what will be new and what is existing in order to achieve scope and budget alignment.

Conveying Systems

The existing elevator was found to be needing maintenance especially in the pit area and the hydraulic fluid piping to the machine room. The piping will be replaced and the rust damage to the rails in the pit will be repaired and painted to protect the steel from further deterioration.

The main controls system for the elevator is also outdated and will not meet the soon to be enacted code provisions pertaining to elevators. Consequently the main controls systems are proposed for a complete retrofit/upgrade. Finally, the elevator cab is scheduled for an interior finish upgrade including new ceiling, wall skins and flooring. The overall size and capacity of the elevator will not be changed as this would require reconstruction and enlargement of the shaft which is not feasible.

Heating and Cooling Systems

The existing Village Hall is served by four constant volume rooftop units that are zoned for the first and second floor with one units serving essentially half of each floor. Based on a site meeting with the HVAC service company that provides maintenance for the Village it was determined that the units are in good condition with several years of useful life. The units generally provide reasonable heating and cooling comfort to building occupants, but there are some user complaints as to the comfort and control of the systems. This is to be expected with constant volume systems which in this case provide only one zone of control per unit. The most significant complaints are at the main entry which will be greatly improved by adding the vestibule and the rear lunchroom which will be greatly improved with energy efficient windows.

The basement is currently served by a gas, forced air furnace and this system will remain as is. The network room on the first floor is serviced by a dedicated cooling unit with remote condenser on the roof and it was determined that this system is functioning adequately and will be retained.

HVAC modifications will be limited and are anticipated to include minor ductwork modifications to accommodate the revised floor plan layouts. Assessment and potential relocation of thermostats will be considered in order to better manage the limited zoning control afforded by the HVAC system. Supplemental heat in the form of electric resistance heaters is also anticipated at the new front vestibule and the rear lunchroom which have more significant exterior exposure.

A complete new HVAC system was discussed, but it was determined to be infeasible within the allowable budget and hard to justify on a cost benefit analysis.



Plumbing System

The existing main toilet rooms on the first and second floor will be completely demolished and re-built. All hot and cold water supply as well as waste and vent piping will be replaced as part of these renovations. Piping is anticipated to be replaced within the toilet room work area, but contingency has been included in the estimate of construction cost in case there is a greater extent of plumbing work that is deemed necessary once the concealed conditions are exposed. A primary goal here is to address the current problems with sewer gas smells that have been intermittent in the building. The existing water heater in the basement is scheduled to remain as is, but will be relocated as needed to accommodate the new stair construction.

The fixtures in the toilet rooms will all be new. Water closets will be wall hung vitreous china fixtures. Flush valves shall be 1.28 gallons per flush diaphragm type with manual activation.

Urinals shall be wall hung with carrier, vitreous china, siphon jet and 0.5 gallon flush. Flush valve shall be diaphragm type with manual activation.

Lavatories shall be solid surface tops with vitreous china under-mount sinks. Faucet shall be 0.5 gpm, battery powered, and infrared control with 4" trim plate. Each lavatory shall be provided with chrome plated grid strainers, slow compression renewable loose key stops, and thermostatic mixing valve. They will also be provided with ADA required covers for traps, valves and supplies.

Floor drains shall be included in each toilet room.

Fire Protection System

The existing main water service enters the building in a vault under the sidewalk at the north side of the building and then splits to the domestic and fire protection water mains. The RPZ, backflow preventers, main drains and valves are located in this improperly conditioned excessively damp environment and are showing major signs of deteriorations. Consequently, the work scope includes the extension of the combined water main into the better conditioned basement environment and reconstruction of the valve assemblies in that area.

At the upper level of the building there is a dry pipe fire protection system which serves the attic space. The configuration of the existing piping is not easily maintainable and is not approved by the Lemont Fire Protection District (LFPD). Based on an site meeting with the LFPD and the Village's maintenance contractor a revised solution was discussed which allows for the existing dry pipe valve currently above the ceiling to be relocated to the janitor's closet on the second floor in a manner that is easier to maintain and which is acceptable to the LFPD.

Other fire protection modification will include only the work necessary to modify existing sprinkler head locations as required based on rearrangement of the interior partition and floor plan layouts.



Electrical, Technology and Specialty Systems

Power modifications are included to the extent necessary based on reconfiguration of the interior layout. The inclusion of a larger generator to provide supplemental power to the building in the event of a power failure was reviewed, but is now anticipated not to be included in the project scope. In lieu of that the existing small generator in the basement of the building will be assessed for potential to provide power to the technology network room only. This will be explored more in the Design Development phase.

Lighting will be replaced in the areas noted on the plans as the "primary work area" and is anticipated to be energy efficient, direct/indirect lay-in fixtures lamped with fluorescent T-8 lamps. The board room is also scheduled for lighting replacement. Other areas of the building will be reviewed against the overall budget for the potential to include a more widespread lighting replacement.

Technology improvements will include new data devices in areas being renovated and other areas as needed. Video will be incorporated into new conferencing spaces and some key office areas to accommodate display of electronic data as more data is stored electronically in years to come. Additionally, the board room will be outfitted with an additional ceiling mounted projector and screen. Data will also be extended to a self-help and informational kiosk in the renovated front lobby.

An allowance has been included in the estimate for expansion of the door access control system at the building. The exact details of this will be analyzed further in the Design Development phase of the project.

OTIS

Elevator Modernization Scope Reference

DATE: January 23, 2012

TO:
Village of Lemont
418 Main Street
Lemont, IL 60439

FROM:
Otis Elevator Company
949 Oak Creek Drive
Lombard, IL 60148

PROJECT LOCATION:
Village of Lemont
418 Main Street
Lemont, IL 60439

Single Hydraulic
Passenger elevator

ELEVATOR ID(S):

PROPOSAL NUMBER:

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

OTIS 211MP HYDRAULIC CONTROL SYSTEM

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator.

DUTY

The present capacity of 2000 pounds at 100 feet per minute will be retained.

TRAVEL

The present travel, stops, and openings will be retained.

POWER SUPPLY (RETAINED)

The present power supply of ___ volts, three phase, 60 hertz, alternating current will be retained and the new equipment will be arranged for this power supply.

POWER UNIT (NEW)

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

AUTOMATIC SELF-LEVELING (WITH NEW HOISTWAY LEVELING DEVICE)

The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, no more than +/- 1/2" regardless of load or direction of travel. The automatic self-leveling shall correct for overtravel or undertravel.

CONTROLLER

A microprocessor-based control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

OPERATION - ONE CAR

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

“UP” landing calls shall be answered while the car is traveling in the up direction and “DOWN” landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated, it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the “DOOR CLOSE” button.

SPECIAL EMERGENCY SERVICE (Firefighters’ service)

Special Emergency Service operation shall be provided in compliance with the latest revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator (s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system is to be furnished by others. The elevator contractor shall provide input connections on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

On top of the car an operating fixture shall be provided containing continuous pressure “UP” and “DOWN” buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at top and bottom access landings. The movement of the car away from access landing, other than the lower terminal, by means of the access keyswitch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

AUT-O-SAFE® (Optional)

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

Four to six seconds after a power failure has been sensed, an electronic timer in the ERU is designed to turn on an inverter (converting DC battery power into elevator operating voltages). Six seconds later, the device is designed to send a signal to the microprocessor to disengage the hall and car floor buttons, close the door(s), and open the valve to return the car to the lowest landing at normal speed.

When the car reaches the lowest landing, the ERU is designed to open the door(s) for a preset time. The device is also designed to allow the DOOR OPEN button to continue to operate normally to allow passengers to exit safely. After all passengers have exited, the car remains parked with the door(s) closed. To preserve battery life, the ERU is designed to turn off after four minutes.

APPLIED CAR OPERATING PANEL (NEW)

An applied car operating panel of satin stainless steel shall be furnished. The panel shall contain a bank of illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button or switch, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. A fan switch, if optional fan is provided, shall also be located in the car operating panel. All car operating panel lamps shall be the low-voltage long life lamps.

ADA PHONE (NEW)

Provision shall be made in the new elevator car operating panel provided and will include the installation of an ADA approved telephone.

CAR POSITION INDICATOR (NEW)

A new car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing. All lamps shall be low-voltage, longer life lamps.

AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

"IN-CAR" DIRECTION LANTERNS (NEW)

New direction lantern shall be mounted in or near the car entrance jamb, visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction in which the car will travel. A chime shall also be furnished on the car, which will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

EMERGENCY CAR LIGHTING (NEW)

An emergency power unit employing a 12-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

HALL BUTTON STATIONS (NEW)

New hall button stations shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing.

When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life lamps.

HALL POSITION INDICATOR (NEW)

A hall position indicator with a stainless steel faceplate shall be installed at main landing. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing at which the car is stopped or passing.

HOISTWAY OPERATING DEVICES (NEW)

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

CAR GUIDES (RETAINED)

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

CAR FRAME (RETAINED)

The existing car frame shall be retained.

FLOORING (RETAINED)

The present flooring will be retained.

DOOR OPERATOR (NEW)

A new AT 400 door operator shall be installed.

A Closed Loop Door Operator shall be furnished. This closed loop microprocessor based door system will facilitate smooth operation under varying environmental influences such as, temperature, wind, friction, and component variation. The processor will monitor the door's actual position and velocity compared to its desired position and velocity. If variations are detected in the profile the command will be automatically corrected. The Closed Loop Door Operator control system shall not require machine room door control equipment.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position. Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

INTERLOCKS (NEW)

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.

LAMBDA 3D[®] DOOR PROTECTION DEVICE

A solid state, infrared passenger protection device shall be installed on the car door. This device provides 56 infrared light beams that create an invisible safety net across the elevator entrance. In addition, LAMBDA[®] 3D adds a triangular coverage area to protect passengers approaching or exiting the landing door zone or entryway. The LAMBDA 3D system aims 12 additional infrared beams out into the entryway at a nominal 30 degree angle away from the direction of door travel. If these beams strike an object in the middle of the entryway, some of the light is reflected into special photo-diode receivers which scan into the entryway at a nominal 30 degree angle. If the receivers detect enough light, a reversal signal is generated to open the doors. The maximum projection of these 12 additional beams at any time is one-third of the door opening width.

CAR ENCLOSURE (RETAINED)

The present car enclosure shall be retained.

HOISTWAY ENTRANCES (RETAINED)

The present hoistway entrances will be retained.

PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

SPRING BUFFERS AND PIT PIPING (NEW)

The existing spring buffers shall be replaced with a new pit steel assembly which will include new springs. **The existing hydraulic pressure line will be replaced and included a new code required shut off valve.**

ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with original elevator equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

CODE

The elevator equipment shall be furnished and installed in accordance with the latest additions in effect (at the time of execution of this agreement) of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

WORK BY OTHERS

The following items must be performed by others and you agree to:

Provide suitable ventilation and cooling equipment, if required, to maintain the machine room ambient temperature between 32°F and 113°F. The relative humidity should not exceed 95 percent non-condensing.

Provide electrical power for light, tools, hoists, etc. during installation as well as electrical current for starting, testing and adjusting the elevator.

Provide a smoke detector system, located as required with wiring from the sensing devices to each elevator controller.

Do any required cutting, including cutouts to accommodate hall signal fixtures, patching and painting of walls, floors or partitions.

At no expense to us, others are to provide a dedicated (non-PBX) touch-tone business telephone line terminated in the machine room.

Provide a fused disconnect switch or circuit breaker for each elevator per the applicable National Electrical Code with feeder or branch wiring to controller. Size to suit elevator contractor.

Provide a 120 volt AC, 20 amp, single-phase power supply with fused SPST disconnect switch for each elevator with feeder wiring to each controller for car lights.

Provide a safe and dry on-site storage area for elevator material.

Any modification or installation of lights and/or electrical outlets in the machine room and/or pit to be performed by others.

LIMITATIONS

Under no circumstances shall the elevator contractor be liable for indirect, consequential, or special damages resulting from the installation or use of this product.

MAINTENANCE

Maintenance will be furnished on the elevator equipment provided for under this contract for a period of three months commencing on the date the elevator equipment is turned over to you for use.

Maintenance will consist of regular examinations and any necessary adjustment and lubrication of the equipment by competent employees under our direction and supervision. The required supplies and parts will be furnished except such parts as may be needed because of negligence, misuse or accidents not caused by us. Upon your request, special examination will be made should trouble develop between regular examinations and you agree to notify us promptly of any such trouble. All work will be performed during our regular working hours of our regular working days except for emergency minor adjustments callback service which will be provided during regular working hours and also during any overtime hours. No work or service other than that specifically mentioned is included or intended.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

ALTERNATE I (CAIB INTERIOR)

PASSENGER CAR INTERIOR

Furnish and install a new custom manufactured interior for the passenger cab
approval drawings will provided

(Contemporary model – see included brochure for an example).

- New interior walls with choice from standard laminate selection
- New 6 panel drop ceiling using modern low voltage haloeng illumination. Each panel shall contain a 4” dia LED fixture and be faced with 18 gauge #4 stainless steel. The LED illuminators will be controlled by car top dimmer control.
- New brushed stainless steel hand rails in accordance with current codes.

The extent of the work to be performed is either described above or in the attached specification, which is incorporated into and made a part of this document.

PRICE: \$
Dollars

This price is based on a **twenty-five percent (25%)** down payment in the amount of \$ _____ .

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as :you:), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: _____

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

<<COMPANY LONG>>

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Principal, Owner or
 Authorized Representative of Principal or Owner

Agent _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of twenty-five percent (25%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an <<Company Short>> maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.



5 Projected Costs

The following pages reflect the current estimation of the project cost based on the extent of design data developed to date and documented in this report. During the Schematic Design phase, meetings were conducted with a couple key trade contractors to review scope and solicit budgetary cost input on certain items. The cost data provided by these key contractors has been included as additional reference.

Village of Lemont
 Village Hall Renovation & Maintenance Upgrades
 Schematic Design Progress Estimate

March 16, 2012



Hard Construction Costs	Unit	Quantity	Unit Cost	Notes	Item Total	Estimated Costs
Building Renovation / Upgrade						
Basement Renovation	ALLOW	1.0	\$20,000	for stair & structure	\$20,000	
Renovation @ old PD	LS	1.0	\$90,400	incl. toilet rooms	\$90,400	
Existing Stair Demolition	LS	1.0	\$20,000	includes vault	\$20,000	
Lobby & Service Counter Renovation	SF	2,600.0	\$95	Incl. Structural	\$245,950	
Furniture - 1st Floor	ALLOW	1.0	\$20,250		Incl. Below	
New Stair Construction	LS	1.0	\$60,000	total all levels	\$60,000	
New Windows (east façade)	EA	8.0	\$2,000	6 @ 1st floor & 2 @ 2nd	\$16,000	
Front Façade Renovation	SF	50.0	\$40	infill	\$2,000	
First Floor Staff Toilet Room Rebuild	LS	1.0	\$109,100		\$109,100	
Furniture - 2nd Floor	ALLOW	1.0	\$25,000		Incl. Below	
Second Floor Toilet Room Rebuild	LS	1.0	\$109,100		\$109,100	
Network Room Expansion	ALLOW	1.0	\$0	NIC	\$0	
Re-Feed Existing Emergency Generator	ALLOW	1.0	\$15,000	Network Room Only	\$15,000	
Supplemental Heat	LS	1.0	\$10,000	north & south - 1st floor	\$10,000	
Technology Upgrades	LS	1.0	\$74,200		\$74,200	
New Roof Access Hatch & Ladder	LS	1.0	\$14,000	incl roof ladder & prot. Rail	\$14,000	
Second Floor East Office Reno	SF	280.0	\$50	incl. furniture	\$14,000	
1st floor struct modification	LF	16.0	\$1,500	to open plan @ center	\$24,000	
Furniture Systems for Bldg Dept.	ALLOW	1.0	\$17,800	4 desks, shared table, files	Incl. Below	
Building Renovation / Upgrade Subtotal Cost						\$823,750
Deferred Maintenance						
Village Hall Tuck-pointing	LS	1.0	\$107,760	cyberdyne est	107,760	
Old PD Tuck-pointing	LS	1.0	\$27,060	cyberdyne est, includes \$15,000	27,060	
RTU roof platform & screening	LS	1.0	\$35,000		36,000	
Replace Skylight	SF	200.0	\$110		22,000	
Roof Repairs	ALLOW	1.0	\$20,000		20,000	
Window Replacement - Alum. (North)	SF	230.0	\$105	acoustic windows	24,150	
Window Replacement - Alum. (all other)	EA	260.0	\$70	alum. Storefront	18,200	
Fire Protection Revisions Dry System	LS	1.0	\$9,000	metropolitan est.	9,000	
Fire Prot. Revisions Basement	LS	1.0	\$10,000	service relocation.	10,000	
Access Control System Upgrade	LS	1.0	\$5,000	Expand System	5,000	
Elevator Modernization	LS	1.0	\$60,000	incl. pit repairs & cab (Otis)	60,000	
HVAC Refinement	LS	1.0	\$25,000	t-stat reloc + T&B	25,000	
Electrical distribution updates	ALLOW	1.0	\$35,000		35,000	
Deferred Maintenance Subtotal Cost						\$399,170
Interior Finish Upgrades						
New Carpet - 1st Floor	SF	3,400.0	\$4.5	carpet tile	15,300	
New Ceiling Tile - 1st Floor	SF	2,650.0	\$3.5	incl. diffusers, excludes north re	9,275	
Painting - 1st Floor	SF	4,300.0	\$3	cost per plan sf	12,900	
New Carpet - 2nd Floor	SF	2,800.0	\$4.5	carpet tile	12,600	
New Ceiling Tile - 2nd Floor	SF	2,800.0	\$3.5	incl. diffusers, excludes north re	9,800	
New Energy Efficient Lights in Board Rm	SF	1,320.0	\$5		6,600	
Painting - 2nd Floor	SF	4,300.0	\$3	cost per plan sf	12,900	
Misc. patch & repair	SF	8,600.0	\$2		17,200	
Interior Finish Upgrades Subtotal Cost						\$96,575
Site Improvements Costs						
Front Entry - Sidewalk	LS	0.0	\$32,500	Compl. as Separate Project	0	
East Parking (Patch & Re-surface)	SF	10,200.0	\$0	Compl. as Separate Project	0	
South Retaining Wall	ALLOW	0.0	\$30,000	Compl. as Separate Project	0	
Site Improvements Subtotal Cost						\$0
Project General Conditions						\$183,443
Total Construction Cost						\$1,502,938

Village of Lemont
Village Hall Renovation & Maintenance Upgrades
Schematic Design Progress Estimate
 March 16, 2012



Fees and Contingencies			
Cost Escalation		Priced in 2012 Dollars	0
Project Contingency			245,000
CM Fees			48,000
A/E Fees			145,000
Reimbursable Budget			4,000
Fees & Contingency Subtotal Cost			\$442,000

Total Project Costs	\$1,944,938
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Total Project Costs (excluding contingency)	\$1,699,938
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Other Project Costs						
New Furniture Allowance	ALLOW	1.0	\$63,050	Compl. as Separate Project		63,050
New Emergency Generator	ALLOW	1.0	\$55,000	Incremental add cost		55,000
Other Project Costs Subtotal						\$118,050

**Metropolitan
Fire Protection, Inc.**

175 Gordon Street
Elk Grove Village
Illinois, 60007
www.metrofp.com
P 847.758.9820
F 847.758.9822



January 5, 2012

Mr. Jason Dwyer
Wight & Company
2500 North Frontage Road
Darien, Illinois 60561

re: Lemont Village Hall

Dear Jason,

We are pleased to submit the following quotation to complete fire protection work at the above referenced project.

Option # 1: We will remove the existing dry pipe valve located above the 2nd Floor dropped ceiling and relocate this assembly over to the Janitors Closet. We will install new bulk main piping from the existing location to the new. We will install new trim as required for the existing dry valve as well. The valve / trim and all air compressor parts will be installed at ground level for easy access and maintenance. **Total Price = \$8,755.00.**

Option #2: We will demo and remove the existing fire protection backflow preventor in the Basement. We will route new schedule 40 galvanized piping from the vault area under the sidewalk into the actual basement area (on other side of foundation wall). We will furnish and install a new backflow preventor and OS&Y control valves along with all pipe, fittings, hangers required to connect the system back into the existing riser that supplies the building. The new backflow preventor will also be certified after installation. **Total Price = \$9,200.00.**

If you have any questions or require any additional information, please contact me.

Sincerely,
Metropolitan Fire Protection, Inc.

Brian Ferguson

Dwyer, Jason

Subject: FW: Elevator Visit
Attachments: Lemontvillagemodscope.pdf; 211MXP_F.pdf; cabin_f.pdf

From: George Schafer [mailto:gschafer@lemont.il.us]
Sent: Monday, January 23, 2012 9:04 AM
To: Dwyer, Jason
Cc: Ben Wehmeier; Joe Ostapchuk; Ed Buettner
Subject: FW: Elevator Visit

Jason- Please see documentation from Otis on our elevator.

George J. Schafer
Assistant Village Administrator
418 Main Street
Lemont, IL 60439
phone: (630) 243-2709
fax: (630) 243-0958
<http://www.lemont.il.us>
<http://local.nixle.com/village-of-lemont/>

From: Jackson, Robert E [mailto:Robert.Jackson@acmelevator.com]
Sent: Monday, January 23, 2012 8:56 AM
To: George Schafer
Subject: RE: Elevator Visit

Hi George,

Thanks for your time, and I was going to get this to you today. This will meet all current codes and give the hall a unit which will be highly

Reliable, and removes the potential for obsolescence of the existing generic PLC control system the elevator currently has.

Attached is a sample scope of work with the hydraulic piping replacement in the pit.
also describes an alternate of upgrading the interior of the unit. – new cab walls, ceiling etc.

Depending on final scope which can vary, the upgrade would run \$49,400 for the modernization of the unit, and about \$10,500 additional for a complete cab interior upgrade.

We'd use our standard XP package with info sheets attached. Remember that a fire alarm system (smoke detectors) would be by other trades..

Let me know if you have any questions,

Thanks,

Robert E. Jackson
Sr. Account Manager
Otis Elevator Company
www.otis.com

CYBERDYNE MASONRY



Date: December 21, 2011

Contractor: Wight Construction

Attention: Jason Dwyer

Address: 2500 North Frontage Rd.

Darien, IL

Project: Lemont Village Hall

Prints Dated: None

Addendums: None

Architect: Wight

BUDGET NUMBERS ONLY:

VILLAGE HALL BUILDING

1. Tuckpoint East side of building	\$22,800.00
2. Tuckpoint North Side of building	\$30,000.00
3. Tuckpoint Top 9' x 100' on upper roof by access ladder.	\$13,500.00
4. Tuckpoint South Side of Building	\$36,000.00
5. Tuckpoint up top by downspout on West side towards North	\$900.00
6. Replace (4) 18"x18" stone caps and remove brick to roof line.	\$1,000.00
7. Tuckpoint chimney.	\$1,760.00
8. Tuckpoint 2 corners of roof walls at North	\$900.00
9. Grind and caulk joints around windows on city all at upper west wall.	\$900.00
	\$107,760.00

OLD POLICE STATION BUILDING

1. Replace 12 terra cotta coping stones.	\$1,800.00
2. Grind and caulk around window at north side.	\$5,760.00
3. Grind out and caulk joint between city hall and police station.	\$900.00
4. Rework inside joint at north side.	\$900.00
5. Grind and calk steel at overhead door and stone above overhead door.	\$2,700.00
6. Rebuild Planter wall at north side.	\$15,000.00
	\$27,060.00

Additional Items Included in Pricing Above: (If It Is Not Checked It Is Not Included)

<input checked="" type="checkbox"/> Union Labor	<input type="checkbox"/> Winter Protection or Heat
<input checked="" type="checkbox"/> Workers/ comp./ Gen. Liability Insurance	<input type="checkbox"/> Tests or Testing Costs
<input checked="" type="checkbox"/> Licenses	<input type="checkbox"/> Liquidated Damages
<input checked="" type="checkbox"/> Clean Up from Mason's Debris	<input type="checkbox"/> Dumpsters
<input type="checkbox"/> Sealants	<input type="checkbox"/> Demolition
<input type="checkbox"/> Waterproofing	<input type="checkbox"/> Premium Time
<input type="checkbox"/> Damproofing	<input type="checkbox"/> Mortar Accelerators
<input type="checkbox"/> Waterproofing	<input type="checkbox"/> Stabilizer Anchors
<input type="checkbox"/> Electricity (220/30A/1P)	<input type="checkbox"/> Anchor Bolts
<input type="checkbox"/> Install Hollow Metal Frames	<input type="checkbox"/> Furnishing of Steel Lintels
<input type="checkbox"/> Foam In Place Insulation	<input type="checkbox"/> Welded or Bolted Connections of Steel
<input type="checkbox"/> Dust Protection	<input type="checkbox"/> Fire Stopping/ Safing
<input type="checkbox"/> Site Restoration	<input type="checkbox"/> Kotecki Waiver
<input type="checkbox"/> Shoring	<input type="checkbox"/> Bid, Performance, Payment Bond
<input type="checkbox"/> Patching of Other Trades	<input type="checkbox"/> Tax
<input type="checkbox"/> Colored Mortar	<input type="checkbox"/> Angles
<input type="checkbox"/> Setting of Steel Over 150lbs.	<input type="checkbox"/> Waiver of Subrogation
<input type="checkbox"/> Caulking	<input type="checkbox"/> Builders Risk Insurance
<input type="checkbox"/> Protection of Pavement/ Landscaping	<input type="checkbox"/> Removal of Debris from Site
<input type="checkbox"/> MBE/ WBE Requirements	<input type="checkbox"/> Drafting of Shop Drawings
<input type="checkbox"/> Brick Cleaning for Reuse	



6 Preliminary Project Schedule

The following page illustrates a preliminary schedule for completion of the project. We understand the Village would like to complete the project prior to Thanksgiving, and the attached schedule was built around that target. Further refinement to the schedule is anticipated in the subsequent design phases, but this schedule reflects what is believed to be a realistically achievable schedule at this time.

EXHIBIT "C"

Project Schedule Dated April 19, 2012.



Village of Lemont | Village Hall Renovation Preliminary Project Schedule



ID	Task Name	Duration	Start	Finish	% Complete	March 2012	April 2012	May 2012	June 2012	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012
1	Approval to proceed with Design Development	1 day	Mon 3/19/12	Mon 3/19/12	100%	3/19	3/19								
2	Design Development	4 wks	Mon 3/19/12	Fri 4/13/12	30%	3/19	4/13								
3	Construction Documents	6 wks	Mon 4/16/12	Fri 5/25/12	0%		4/16	5/75							
4	Board Approval of CM Contract	1 day	Mon 4/23/12	Mon 4/23/12	0%		4/23								
5	Issued for Permit Review	1 day	Mon 5/28/12	Mon 5/28/12	0%			5/28							
6	Permit Review	4 wks	Mon 5/28/12	Fri 6/22/12	0%			5/28	6/22						
7	Bid Scope Development & Bid Advertisement	1 wk	Mon 5/28/12	Fri 6/1/12	0%			5/28	6/1						
8	Issued for Bidding	1 day	Mon 6/4/12	Mon 6/4/12	0%				6/4						
9	Trade Contractor Bidding	3 wks	Mon 6/4/12	Fri 6/22/12	0%				6/4	6/22					
10	Bid Review and Approval	1 wk	Mon 6/25/12	Fri 6/29/12	0%				6/25	6/29					
11	Approval of Bids / Contracts Awarded	1 day	Fri 6/29/12	Fri 6/29/12	0%					6/29					
12	Village Hall Staff Relocation	1 wk	Mon 7/2/12	Fri 7/6/12	0%					7/2	7/6				
13	Lease Space Duration	21 wks	Mon 7/9/12	Fri 11/30/12	0%					7/9					11/30
14	Construction Phase	102 days	Mon 7/2/12	Tue 11/20/12	0%					7/2					11/20
15	Shop Drawings & Submittal Review	3 wks	Mon 7/2/12	Fri 7/20/12	0%					7/2	7/20				
16	Mobilization	1 wk	Mon 7/2/12	Fri 7/6/12	0%					7/2	7/6				
17	Demolition	2 wks	Mon 7/9/12	Fri 7/20/12	0%					7/9	7/20				
18	Interior Rough Construction	7 wks	Mon 7/23/12	Fri 9/7/12	0%						9/7				
19	Exterior Envelope, Roofing Platforms & Tuck-pointing	6 wks	Mon 7/23/12	Fri 8/31/12	0%						8/31				
20	Interior Finish Construction	7 wks	Mon 9/10/12	Fri 10/26/12	0%						10/26				
21	Substantial Completion	1 day	Mon 10/29/12	Mon 10/29/12	0%									10/29	
22	Punchlist	2 wks	Tue 10/30/12	Mon 11/12/12	0%									10/30	11/12
23	Furniture	1 wk	Tue 11/13/12	Mon 11/19/12	0%									11/13	11/19
24	Final Completion	1 day	Tue 11/20/12	Tue 11/20/12	0%									11/20	
25	Village Desired Completion Date	1 day	Thu 11/22/12	Thu 11/22/12	0%									11/22	
26	Move-In	1 wk	Fri 11/23/12	Thu 11/29/12	0%									11/23	11/29

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLAT OF DEDICATION FOR PUBLIC ALLEY AND
PUBLIC ROADWAY TO THE VILLAGE OF LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd 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 on this 23rd day of April, 2012**

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF DEDICATION FOR PUBLIC ALLEY AND PUBLIC ROADWAY TO THE VILLAGE OF LEMONT, IL

WHEREAS, Lemont Holdings, LLC is the owner of certain property at 40 Timberline Drive in the Village of Lemont; and

WHEREAS, a portion of the petitioner's property is currently being used as a public alley and a public roadway; and

WHEREAS, the petitioner desires to dedicate this portion of its property to the Village for use as a public alley and public roadway; and

WHEREAS, petitioner has submitted to the Village of Lemont for approval a Plat of Dedication prepared by Ambit Land Surveying; and

WHEREAS, the Plat of Dedication is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

WHEREAS, pursuant to the Unified Development Ordinance, the Planning and Economic Development Director, Public Works Director, and the Village Engineer, have recommended approval of the Plat of Dedication.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the Plat of Dedication which is attached hereto and made part hereof 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 DU PAGE, ILLINOIS, on this 23rd day of April, 2012.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton
Rick Sniegowski
Jeanette Virgilio

APPROVED by me this 23rd day of April, 2012

BRIAN K. REAVES, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

PLAT OF DEDICATION FOR PUBLIC ALLEY AND PUBLIC ROADWAY TO THE VILLAGE OF LEMONT OF

PARCEL 1:

THAT PART OF LOTS 27, 28 AND A PERPETUAL ROADWAY AS SHOWN ON THE PLAT OF N. J. BROWN'S SUBDIVISION OF LOT 7 OF COUNTY CLERK'S DIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 27 ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2,475 FEET (PREVIOUSLY SURVEYED AS 3,520.67 FEET) AND A CHORD BEARING AND DISTANCE OF NORTH 71 DEGREES 13 MINUTES 56 SECONDS EAST 515.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 78 DEGREES 49 MINUTES 57 SECONDS EAST 826.14 FEET ALONG THE SAID NORTHERLY LINE OF LOT 27 AND SAID NORTHERLY LINE EXTENDED; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 16.34 FEET ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 550 FEET OF LOTS 7 AND 8 COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 20 RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4938728; THENCE SOUTH 78 DEGREES 49 MINUTES 57 SECONDS WEST 821.88 FEET ALONG A LINE 16.00 FEET SOUTH OF AND PARALLEL TO THE SAID NORTHERLY LINE OF LOT 27, TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3,504.64 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 10 MINUTES 42 SECONDS WEST 519.86 FEET TO THE WEST LINE OF SAID LOT 27; THENCE NORTH 00 DEGREES 35 MINUTES 39 SECONDS WEST 17.34 FEET ALONG THE WEST LINE OF SAID LOT 27 TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND CONCENTRIC WITH THE SOUTHERLY LINES OF LOTS 23, 24, 25, 26 AND THE CURVED PORTION OF THE SOUTHERLY LINE OF LOT 22 IN N. J. BROWN'S SUBDIVISION RECORDED AS DOCUMENT 4802934 AND ALSO EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE WHICH IS 16 FEET SOUTHERLY FROM AND PARALLEL WITH THE STRAIGHT PORTION OF THE SOUTHERLY LINE OF SAID LOT 22), ALL IN COOK COUNTY, ILLINOIS

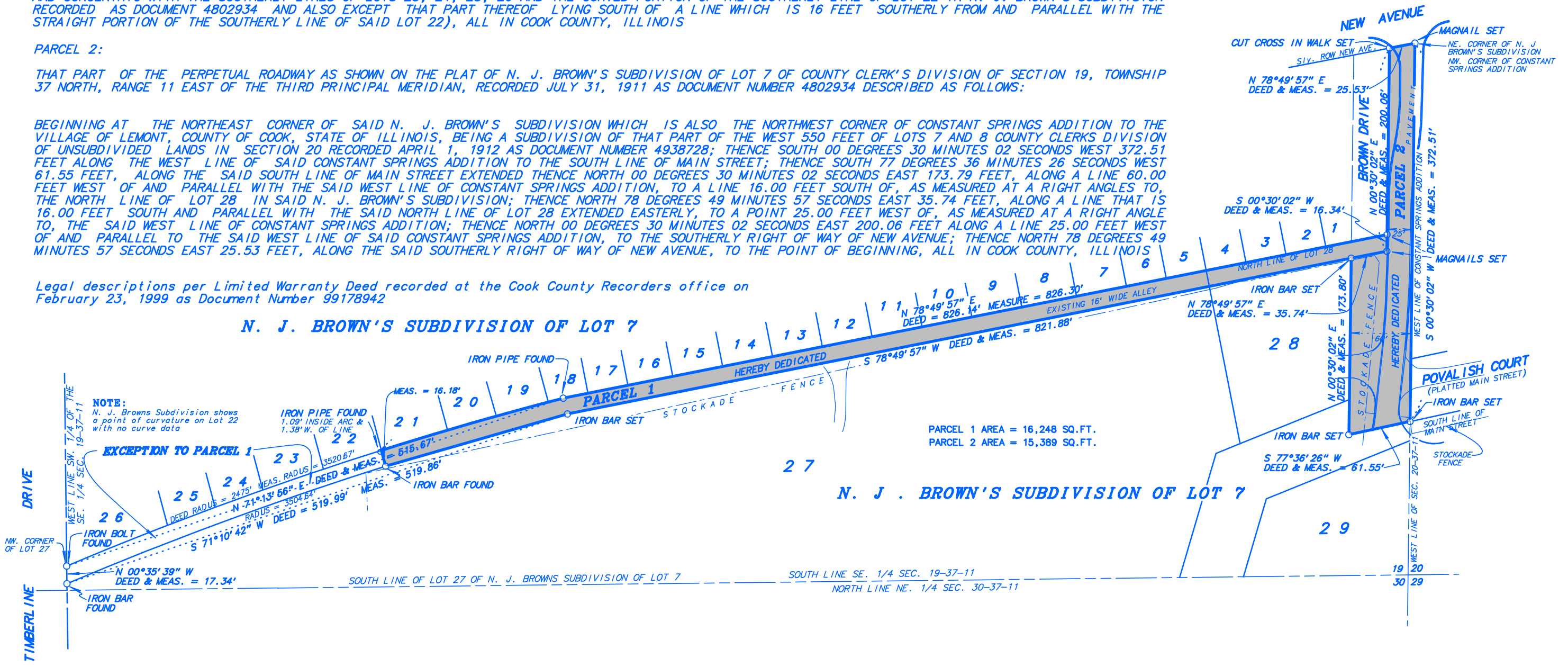
PARCEL 2:

THAT PART OF THE PERPETUAL ROADWAY AS SHOWN ON THE PLAT OF N. J. BROWN'S SUBDIVISION OF LOT 7 OF COUNTY CLERK'S DIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 31, 1911 AS DOCUMENT NUMBER 4802934 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N. J. BROWN'S SUBDIVISION WHICH IS ALSO THE NORTHWEST CORNER OF CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS, BEING A SUBDIVISION OF THAT PART OF THE WEST 550 FEET OF LOTS 7 AND 8 COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 20 RECORDED APRIL 1, 1912 AS DOCUMENT NUMBER 4938728; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST 372.51 FEET ALONG THE WEST LINE OF SAID CONSTANT SPRINGS ADDITION TO THE SOUTH LINE OF MAIN STREET; THENCE SOUTH 77 DEGREES 36 MINUTES 26 SECONDS WEST 61.55 FEET, ALONG THE SAID SOUTH LINE OF MAIN STREET EXTENDED THENCE NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST 173.79 FEET, ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST LINE OF CONSTANT SPRINGS ADDITION, TO A LINE 16.00 FEET SOUTH OF, AS MEASURED AT A RIGHT ANGLE TO, THE NORTH LINE OF LOT 28 IN SAID N. J. BROWN'S SUBDIVISION; THENCE NORTH 78 DEGREES 49 MINUTES 57 SECONDS EAST 35.74 FEET, ALONG A LINE THAT IS 16.00 FEET SOUTH AND PARALLEL WITH THE SAID NORTH LINE OF LOT 28 EXTENDED EASTERLY, TO A POINT 25.00 FEET WEST OF, AS MEASURED AT A RIGHT ANGLE TO, THE SAID WEST LINE OF CONSTANT SPRINGS ADDITION; THENCE NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST 200.08 FEET ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE SAID WEST LINE OF SAID CONSTANT SPRINGS ADDITION, TO THE SOUTHERLY RIGHT OF WAY OF NEW AVENUE; THENCE NORTH 78 DEGREES 49 MINUTES 57 SECONDS EAST 25.53 FEET, ALONG THE SAID SOUTHERLY RIGHT OF WAY OF NEW AVENUE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

Legal descriptions per Limited Warranty Deed recorded at the Cook County Recorders office on February 23, 1999 as Document Number 99178942

N. J. BROWN'S SUBDIVISION OF LOT 7



STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, do hereby certify that I am the agent for the owners of the property described hereon and do hereby consent to the dedication for Public Highway and Public Alley purposes as applicable shown hereon, for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the style and title hereon drawn.

I further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this dedication plat or, if any of said installments are not paid, then such installments have been divided in accordance with the dedication and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

Dated this _____ day of _____, 2012.

Owners agent: _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, _____ respectively, the agent

of _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as agent for the owners, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act, and as the free and voluntary act of said Lemont Holdings, LLC., for the uses and purposes therein set forth. Given under my hand and Notarial Seal:

This _____ day of _____, 2012.

By: _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I find that no taxes, liens or special assessments are unpaid and due against the land described herein.

Dated this day _____ of _____, 2012.

By: _____
Village Treasurer

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, Illinois at a Public Meeting held:

This _____ day of _____, 2012.

By: _____
President

Attest: _____
Village Clerk

STATE OF WISCONSIN }
COUNTY OF KENOSHA } SS

I, Mark A. Bolender, an Illinois Professional Land Surveyor, do hereby certify that the plat as hereon drawn is a correct representation of the property described in the foregoing caption. Furthermore, I designate the Village of Lemont to act as my agent for the purposes of recording this document.

Dated this _____ day of _____, 2012.

By: _____
Illinois Professional Land Surveyor
License No. 35-2785
License Expiration April 30, 2013

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator/Budget Officer
George Schafer, Assistant Village Administrator
Kevin Shaughnessy, Chief of Police

Subject: Receivable Management

date: April 19, 2012

BACKGROUND/HISTORY

Staff continues to explore options to ensure it is receiving all legal debts owed to the community. Based on feedback and recent workshop meeting, the direction was given to work with Receivable Management, Inc to help with this work. In the future, there may be future Ordinance before the board to assist with this effort such an IGA with the Illinois Comptroller's office

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Resolution Authoring Contract

Resolution No. _____

A Resolution Authorizing Agreement with Receivables Management, Inc.

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

SECTION ONE: The Village Board finds that it is necessary, convenient and in the interest of the Village to enter into a Agreement with Receivables Management, Inc. to assist in collection of Village debt.

SECTION TWO: The Village Administrator is hereby authorized to negotiate and enter into such a Agreement with Receivables Management, Inc. and further, the Village Administrator are authorized to execute the Agreement and to make minor changes to the document prior to execution which do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

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:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk