



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

OCTOBER 22, 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. SEPTEMBER 24, 2012 VILLAGE BOARD MEETING

B. APPROVAL OF DISBURSEMENTS

C. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING NUMBER OF CLASS A-3 LIQUOR LICENSES) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

D. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING NUMBER OF CLASS A-4 LIQUOR LICENSES) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

IV. MAYOR'S REPORT

A. MUNICIPAL COMPLIANCE REPORT

B. PROCLAMATION – LEAD POISONING PREVENTION WEEK (VV)

C. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. CORRESPONDENCE

B. ORDINANCES

1. ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008 (SIGN CODE AMENDMENTS) (PLANNING & ED)(STAPLETON)(BROWN/JONES)

C. RESOLUTIONS

- 1. RESOLUTION APPROVING LEASE AMENDMENT AGREEMENT WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (SAFETY VILLAGE) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**
- 2. RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT DATED NOVEMBER 16,2000 BY AND BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF LEMONT (HERITAGE QUARRY RECREATION AREA) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**
- 3. RESOLUTION AUTHORIZING APPROVAL OF THE SUBRECIPIENT AGREEMENT WITH COOK COUNTY FOR THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) PORTER STREET (ALLEY) WATER MAIN AND SANITARY SEWER REPLACEMENT CDBG PROJECT No. 12-018 (PUBLIC WORKS)(BLATZER)(PUKULA)**
- 4. RESOLUTION AUTHORIZING AWARD OF CONTRACT – VILLAGE HALL SEWER CONNECTIONS (PUBLIC WORKS)(BLATZER)(PUKULA)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

- 1. 2012 PROPERTY TAX LEVY ESTIMATE**

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
September 24, 2012

The regular meeting of the Lemont Village Board was held on Monday, September 24, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. September 10, 2012 Village Board Meeting.

B. Approval of Disbursements

C. Ordinance O-59-12 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-4 Liquor Licenses).

Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

IV. MAYOR'S REPORT

A. Recognition of OAN Sentries

B. Sweetwater Deli will soon be serving beer and wine.

C. The Goodwill Store will hold its Grand Opening on October 4th from 5:30-7:00 p.m. with a ribbon cutting ceremony at 6p.m.

D. Audience Participation

V. CLERK'S REPORT

A. Correspondence

B. Ordinances

1. **Ordinance O-60-12** Granting a Variation to Allow a Portion of a Driveway to Exceed 22 Feet in Width at 423 Holmes Street in Lemont, IL (423 Holmes Street Variation). Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
2. **Ordinance O-61-12** Ordinance Granting a Variation to Allow an Internally Illuminated Changeable Copy Center at 210 E. Logan Street in Lemont, IL. Motion by Miklos, seconded by Blatzer to adopt said ordinance. Roll call: Stapleton-no, Virgilio-no, Blatzer-no, Chialdikas-no, Miklos-no Sniegowski-no; 0 ayes, 6 nay's. Motion denied.

3. **Ordinance O-62-12** Ordinance Authorizing the Sale, Donation and/or Disposal of Surplus Property by the Village of Lemont. Motion by Blatzer, seconded by Sniegowski, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
4. **Ordinance O-63-12** Amending the Budget for Fiscal year 12-13 for the Village of Lemont. Motion by Sniegowski, seconded by Stapleton, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

C. Resolutions

1. **Resolution R-49-12** Resolution approving a Final Plat of Subdivision for Property along Overton Drive in Lemont, IL (Covington Knolls Unit 1-A). Motion by Stapleton, seconded by Blatzer to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
2. **Resolution R-50-12** Resolution Approving a Plat of Abrogation for Covington Knolls Unit 1-A, Along Overton Drive in Lemont, IL. Motion by Stapleton, seconded by Blatzer, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
3. **Resolution R-51-12** Resolution Authorizing Award of Contract – 412 Holmes Street – Retaining wall & Stairway Replacement. Motion by Blatzer, seconded by Stapleton, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
4. **Resolution R-52-12** Resolution Authorizing Award of Contract – Smith Farms Subdivision Infrastructure Completion. Motion by Blatzer, seconded by Stapleton, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
5. **Resolution R-53-12** Resolution Authorizing Award of Contract – 2012 Downtown TIF District Parking Lot Rehabilitation-Phase II. Motion by Chialdikas, seconded by Blatzer, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
6. **Resolution R-54-12** Authorizing Award of Contract – Village Hall Parking Lot Storm Sewer. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
7. **Resolution R-55-12** Resolution Releasing the Letter of Credit for Singer Landing. Motion by Miklos, seconded by Virgilio, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
8. **Resolution R-56-12** Resolution Authorizing award of Contract – Glens of Connemara Sidewalk Improvements. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
9. **Resolution R-57-12** Resolution authorizing Award of Contract – Parking Lot Trash Enclosure. Motion by Virgilio, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.
10. **Resolution R-58-12** Resolution Accepting the Comprehensive Annual Financial Report

(CAFR) for Fiscal Year 2011-2012. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

11. Resolution R-59-12 Resolution Approving a License for 305 Canal Street. Motion by Chialdikas, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

12. Resolution R-60-12 Accepting Bids for the Village Hall Rehabilitation Project. Motion by Blatzer, seconded by Stapleton, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

13. Resolution R-61-12 Resolution Waiving Public Bidding Requirements. Motion by Stapleton, seconded by Blatzer, to adopt said resolution. Motion by Stapleton, seconded by Blatzer to amend said ordinance to read "... amount not to exceed **\$150,000.**" Voice Vote; 6 ayes. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

14. Resolution R-62-12 Resolution Authorizing the Village Administrator to Execute a Purchase Agreement for a 2012 Chevy Tahoe Pursuit Vehicle. Motion by Stapleton, seconded by Virgilio, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 ayes. Motion passed.

A. VILLAGE ATTORNEY REPORT

B. VILLAGE ADMINISTRATOR REPORT

1. On October 6 the annual Metra ticket sale will begin.
2. Bond rating was finalized at about 2.16% for an additional savings of \$42,000 over what was projected for a total savings of \$267,000 over term of the bond.
3. The Triangle Project contract was signed and with a preconstruction schedule for October 5. As schedule is finalized the Village will advise.
4. The Walker/McCarthy project is still scheduled for a January bid letting. As this progresses information will be available.

VIII. BOARD REPORTS

Trustee Sniegowski – Certificate of Achievement in Finance - Recognized the Village Administrator, Finance Director and Assistant Village Administrator and all involved. We set the standard higher than normal and thanks to everyone involved.

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Sniegowski, to move into Executive Session(s) for the purpose of discussing Setting the Price of Real Estate, Personnel and Threatened Litigation. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos Sniegowski; 6 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 9:00 p.m. Voice vote: 6 ayes. Motion passed.

DATE: 10/22/12

Monday October 22, 2012

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 ACCURINT	20120930	10-20-60110	SEARCHES	77.50	77.50
01 ADVANTAGE CHEVROLET 67690		10-17-61100	PARTS	373.21	373.21
01 AVAYA FINANCIAL SERVICES 22204400		10-90-70100	PHONE SYSTEM	918.81	918.81
01 AIRGAS USA, LLC 9904668631		10-17-57000	WELDING TANK RENT	22.73	22.73
01 AMOONJUMP4U INC 17789		10-53-58000	HALH-12 JUMPER	335.00	335.00
01 ARTHUR PETERSON INC 12-09-30		10-15-60900	MISC HDWE	37.68	16.12
12-09-30		10-20-60100	MISC HDWE		21.56
01 ART HEJKA CONSTRUCTION 12-10-15		10-00-44050	REFUND INSP FEE	35.00	35.00
01 ASHLAND INC 130077077		10-17-61100	OIL	1729.30	1729.30
01 AT&T 63025724740912		10-90-53900	8/26-9/25	133.65	133.65
01 AT&T U-VERSE 12-09-30		13-00-70100	CS INTERNET	73.00	73.00
01 AVALON PETROLEUM COMPANY 013490		10-17-61500	525 GALS DSL	14426.71	1914.16
549187		10-17-61500	1100 GALS UNL		3971.00
549188		10-17-61500	1050 GALS UNL		3655.55
549303		10-17-61500	1400 GALS UNL		4886.00
01 ASPEN VALLEY LANDSCAPE 11-111981		10-15-60900	TOPSOIL	153.00	153.00
01 AZAVAR 9004		45-00-56600	CONTINGENCY PMT	2473.58	2473.58
01 JAMES BROWN 12-10-09		10-30-52100	ISCS SHOW	42.00	42.00
01 BAKER TILLY VIRCHOW KRAUSE LLP BT615527		10-90-56100	FINAL F/S AUDIT 4	1000.00	1000.00
01 BUXTON COMPANY 034098		10-90-56600	SCOUT PGM	1250.00	1250.00
01 CALL ONE 12-10-15		10-90-53900	LOCAL & L.D.	1141.47	1141.47
01 CHICAGO BADGE & INSIGNIA CO 11771		10-20-61400	BADGES	80.57	80.57
01 COMCAST CABLE 12-10-04		10-35-57515	10/07-11/06 SVC	422.05	231.55
12/09-8896		10-90-53900	PW CABLE/INTERNET		190.50
01 CLOSED CIRCUIT INNOVATIONS 5089		80-00-70100	SECURITY CAMERAS	730.00	205.00
5089		72-00-57000	SECURITY CAMERAS		200.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	5089	75-00-57000	SECURITY CAMERAS	325.00	
01 CCP INDUSTRIES INC				607.60	
	IN00973130	10-15-61400	JACKET	117.47	
	IN00977244	10-15-60900	CAN LNRS, TOWELS	437.94	
	IN00978318	10-15-60900	CAN LINERS	52.19	
01 CDW GOVERNMENT LLC				3131.36	
	R736168	80-00-70100	LICENSING	3131.36	
01 COMED				324.11	
	12/09-4052	10-15-53000	STEPHEN ST/RIVER	60.60	
	12/09-8014	10-15-53000	ILLINOIS, E OF ST	17.53	
	12/10-0229	10-15-53000	ATHEN KNOLL SD	25.07	
	12/10-2063	10-15-53000	K A STEEL PATH	24.04	
	12/10-3016	10-15-53000	HOUSTON, 1N SCHUL	15.53	
	12/10-7033	10-15-53000	BELL RD, MAIN ST	181.34	
01 CYBOR FIRE PROTECTION CO				250.00	
	55820	10-35-57505	ANN SPRNKL R INSP	250.00	
01 CHASE				2628.25	
	090312-100112	10-05-52100	IML CONF	240.00	
	090312-100112	10-10-52100	MWRD MTG	21.00	
	090312-100112	10-10-52200	ISBA-BW	158.00	
	090312-100112	10-15-60900	TARGET-PARADE CAN	72.65	
	090312-100112	10-17-57000	ALL SERVICES AUTO	47.50	
	090312-100112	10-20-52600	PHONE CASE/CABLE	86.85	
	090312-100112	10-20-52100	CNCLD WORKSHOP	75.00	
	090312-100112	10-20-52100	MEETING	89.00	
	090312-100112	10-20-60100	VARIOUS ITEMS	212.48	
	090312-100112	10-20-60701	KOPS N KIDZ FRZR	449.00	
	090312-100112	10-20-60701	SUBWAY-KEEPATAW	140.00	
	090312-100112	10-30-52100	ICSC CONFERENCE	510.00	
	090312-100112	10-30-52200	ICSC MEMBERSHIP	100.00	
	090312-100112	10-30-56450	SRVYMNKY SUBSCR	300.00	
	090312-100112	22-05-52300	USPS-SAMPLES	27.65	
	090312-100112	40-00-60900	LIGHTBULB SRPLS	249.12	
01 CHICAGO MATERIALS CORP.				110.76	
	90055MB	40-00-60900	BLACKTOP	110.76	
01 CASE LOTS INC				99.75	
	043795	10-35-61000	TP, PAPER TOWELS	99.75	
01 CONTROLLED F.O.R.C.E.				150.00	
	1043	10-20-52100	OFC KONDRAT, ARKO	150.00	
01 CONSTELLATION				783.52	
	201410600080	10-15-53000	55 STEPHEN	159.25	
	201410700080	10-15-53000	O N NEW AVE, 101	285.83	
	201410800080	10-15-53000	47 STEPHEN ST	30.89	
	201410900080	10-15-53000	44 STEPHEN	49.18	
	201411000070	10-15-53000	ED BOSSERT DR	17.68	
	201411400080	10-15-53000	411 SINGER	240.69	
01 CAREY C COSENTINO, PC				3000.00	

DATE: 10/22/12

Monday October 22,2012

PAGE 3

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12-10-17	10-90-56430	SEP 2012	1500.00	
	12-10-17	10-90-56430	OCT 2012	1500.00	
01 CHEMICAL PUMP SALES & SVC 72205		22-05-57000	CHLORINE PUMP REP	380.50	380.50
01 CHICAGO PARTS SOUND, LLC 475635 47933		10-17-61100 10-17-61100	CORE RETD PARTS	65.24	75.00- 140.24
01 SUN TIMES MEDIA, LLC 107038		10-10-52450	LEGAL AD	68.62	68.62
01 CIVIC PLUS 102456		80-00-70100	WEBSITE HOSTING	1102.50	1102.50
01 DUSTCATCHERS, INC. 47835 47838		10-35-57515 10-35-57500	CARPET MATS FLOOR MATS	104.18	61.90 42.28
01 EHLERS & ASSOCIATES INC 345395		34-00-56600	PLAN AMENDMENT	8000.00	8000.00
01 GILBERT ENDE 12-10-15		10-00-44050	REFUND INSP FEE	35.00	35.00
01 EXELON ENERGY INC 201411100070 201411200070 201411500070		10-15-53000 40-00-53000 10-15-53000	STEPHEN ST, SANI 164 E PEIFFER STEPHEN ST,ALLEY	527.12	5.31 155.05 366.76
01 FAKO, DAVE 12-09-30		10-53-58001	EVENT MGMT	239.63	239.63
01 FEDERAL EXPRESS CORP 2-029-69353		10-10-52300	SHIPPING	157.91	157.91
01 FACTORY MOTOR PARTS CO 50-525199		10-17-61100	PARTS	100.03	100.03
01 FLEET SAFETY SUPPLY 56292		10-17-61100	PARTS	120.97	120.97
01 GLOBALCOM INC 11641117		10-90-53900	LONG DISTANCE	1457.45	1457.45
01 GT MECHANICAL INC 1200014450		10-35-57500	MAINT AGR 3 OF 4	3325.00	3325.00
01 GUARANTEED TECH SERV & CONSULT 2010593 2010636		80-00-70100 80-00-70100	IT SUPPORT IT SUPPORT	4302.50	2035.00 2267.50
01 HAWK ELECTRONICS INC 502851		10-10-60100	INK RBNS, RCPT PP	129.62	129.62
01 PEGGY HALPER 0041 0041		10-00-29400 10-30-52400	CASE 12-17 SEP 12 PZC MINS	178.50	50.57 127.93
01 HIGGINS BROS INC 23721		10-15-60900	GARBAGE CANS-PATH	252.00	252.00
01 TERRYLYON HIGGINS 12-10-16		75-00-44200	REF STKR#0076-027	194.00	194.00
01 HOMER INDUSTRIES LLC				400.00	

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

[NW1]

REGISTER # 469

DATE: 10/22/12

Monday October 22,2012

PAGE 4

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	S50024	10-15-52900	BRUSH	25.00	
	S50093	10-15-52900	BRUSH DROP	125.00	
	S50110	10-15-52900	BRUSH DROP	125.00	
	S50143	10-15-52900	BRUSH DROP	50.00	
	S50183	10-15-52900	LEAVES	25.00	
	S50211	10-15-52900	BRUSH	25.00	
	S50229	10-15-52900	LEAVES	25.00	
01 HEWLETT-PACKARD CO				10.00	
51840074		10-20-60100	MOUSE		10.00
01 INTERNATIONAL CODE COUNCIL, IN				69.96	
INV0203833		10-25-60300	BOOKS		39.98
INV0207332		10-25-60300	BOOK		14.99
INV0207979		10-25-60300	CODE BOOK		14.99
01 INTEGRITY FIRE EQUIPMENT				867.84	
32578		10-35-57500	EXTINGUISHER INSP		173.57
32578		72-00-57000	EXTINGUISHER INSP		173.57
32578		75-00-57000	EXTINGUISHER INSP		173.57
32578		10-35-57505	EXTINGUISHER INSP		173.57
32578		10-15-57000	EXTINGUISHER INSP		173.56
01 ILLINOIS LABOR LAW POSTER SERVI				67.25	
A12806807710		10-20-61200	LABOR LAW POSTERS		67.25
01 INKWELL LTD				176.61	
59104		10-20-60100	#10 ENVS		35.98
59299		10-20-60100	VARIOUS ITEMS		140.63
01 IRMA				3060.49	
11845		10-20-53200	SEP 2012		3060.49
01 ILLINOIS STATE POLICE				36.50	
12-10-16		10-00-29050	BKGRND CK-D FISCH		36.50
01 IMPERIAL SERVICE SYSTEMS, INC				1689.00	
61392		10-35-57500	CLEANING		656.00
61392		10-35-57505	CLEANING		34.00
61392		75-00-57350	CLEANING		34.00
61392		72-00-57000	CLEANING		34.00
61392		10-35-57515	CLEANING		931.00
01 JCM UNIFORMS				120.00	
671389		10-20-61400	J R		120.00
01 JOHNSON DEPP & QUISENBERRY INC				2546.00	
12-10-09		10-61-56600	OAN		2546.00
01 LUBE MASTER/SOFTWAY CAR WASH				13.46	
334464		10-20-57000	CAR WASHES		13.46
01 DOMINIC LOBELLO				80.00	
12-10-27		10-53-68010	INSTRUCTOR		80.00
01 LUDWIG FEED STORE CORP				49.99	
12-09-24		10-20-60600	CANIDAE		49.99
01 MACKE WATER SYSTEMS INC				26.96	
761557		10-10-60100	COFFEE SERVICE		26.96
01 MCMASTER-CARR SUPPLY CO.				200.17	

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

[NW1]

REGISTER # 469

DATE: 10/22/12

Monday October 22,2012

PAGE 5

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT	DIST
	38879376	10-15-60900	FIREHOSE	200.17	
01 METROPOLITAN INDUSTRIES INC				230.00	
0000264359	22-10-57150	MAIN ST STA SC		230.00	
01 MUNICIPAL CLERKS OF ILLINOIS				65.00	
12-10-15	10-05-52200	OCT 12-SEP 13 DUE		65.00	
01 MUNICIPAL CODE CORPORATION				400.00	
00220988	10-10-53500	SEP 12-AUG 13		400.00	
01 NICOR GAS				128.70	
12/09-20008	22-05-54400	WELL #3		30.71	
12/10-2000 4	22-05-54400	WELL # 4		23.15	
12/10-2000 6	22-10-54150	OAK TREE LN		24.03	
12/10-2000 8	22-10-54150	HARPERS GROVE		50.81	
01 NEW WORLD SYSTEMS CORPORATION				1341.81	
023099	13-00-70100	SOFTWARE TRAINING		1341.81	
01 OLDE ENGLISH GARDENS LLC				255.00	
2785	10-25-57650	MOWING, BUSHES		255.00	
01 OFFICEMAX INCORPORATED				41.99	
92246	10-10-60100	COFFEE CUPS		41.99	
01 OCCUPATIONAL HEALTH CENTERS				100.00	
1007041566	10-90-56600	EE PHYS EXAM		100.00	
01 PDC LABORATORIES				346.50	
723302S	22-05-56700	SAMPLES		346.50	
01 PINNER ELECTRIC INCORP				2975.02	
22613	40-00-60900	MONTHLY MAINT		400.00	
22613	10-15-57400	TRAFFIC SIGNALS		2575.02	
01 P F PETTIBONE & CO				210.45	
26345	10-20-52500	RP STICKERS		210.45	
01 PORTABLE JOHN INC				376.32	
A-180641	10-53-58500	FMKT-12 TOILET-SE		94.08	
A-181160	10-53-60110	HERQ-12 9/18-10/1		188.16	
A-181303	10-53-58500	FMKT-12 TOILET-OC		94.08	
01 PLOWS COUNCIL ON AGING				50.00	
12-08-30	10-10-52450	QTR PG AD		50.00	
01 QUILL CORPORATION				53.98	
6035051	10-25-60100	VARIOUS ITEMS		53.98	
01				139.40	
60883376	10-53-58000	HALH-12 PAPER		139.40	
01 RAMIK ENTERPRISES				793.80	
8363	10-15-57400	CLEAN & REPAIR		793.80	
01 RAGS ELECTRIC				6811.84	
4827-25	40-00-60900	BRIDGE - SEP 12		1000.00	
8339	10-15-57400	REPAIR ST LIGHTS		570.00	
8345	75-00-57000	R/R LIGHTS		1070.00	
8367	10-15-57400	LIGHT REPAIR		780.59	
8370	10-15-57400	LIGHT REPAIR		314.53	
8379	10-15-57400	REPAIR		1923.46	
8381	40-00-60900	LIGHT PARTS		1153.26	

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

[NW1]

REGISTER # 469

DATE: 10/22/12

Monday October 22, 2012

PAGE 6

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 RAINBOW PRINTING				474.90	
409271		10-10-60100	9X12, LETTERHEAD	251.90	
409274		10-25-52450	FORMS	223.00	
01 ROD BAKER FORD				51.32	
116342		10-17-61100	PARTS	51.32	
01 SOUTHWEST DIGITAL PRINTING				50.00	
10-07MA		80-00-70100	PLOTTER SERVICE	50.00	
01 SUREFIRE AUTO PARTS				290.42	
12-09-30		10-20-57000	VEH MAINT SUPPLIE	290.42	
01 SUBURBAN LIFE PUBLICATIONS				557.20	
585778		10-15-52500	LEGAL NOTICE	331.32	
588695		10-00-29400	CASE 12-18	225.88	
01 SOSIN & ARNOLD, .LTD.				1000.00	
77162		10-90-56420	HEARINGS	1000.00	
01 S&P2 DIGITAL GRAPHICS, LLC				95.00	
342		10-53-68010	SIGNS	95.00	
01 TOSHIBA FINANCIAL SERVICES				360.01	
57785236		10-15-57000	COPIER	360.01	
01 TAMELING IND				70.00	
0083047-IN		10-15-60900	BLACK DIRT	70.00	
01 TRESSLER, LLP				19201.85	
312449/469/470		10-90-56410	SEP 2012	15467.50	
312449/469/470		34-00-56600	SEP 2012	868.50	
312449/469/470		33-00-56600	SEP 2012	839.35	
312449/469/470		45-20-517300	SEP 2012	2026.50	
01 TEE TIME LAWN CARE INC				101.94	
221373		10-35-57515	LAWN CARE	101.94	
01 VERIZON WIRELESS				343.29	
2809304039		10-90-53900	PD/PW CELL PHONES	343.29	
01 WOODGLEN DEVELOPMENT LLC				1000.00	
110444		10-00-28200	R-780 WOODGLEN LN	1000.00	
01 WIGHT CONSTRUCTION SERVICES, I				123346.96	
07-5011-05-2		13-00-70700	PMT NO. 2	123346.96	
01 WASTE MANAGEMENT				24.00	
4545681-2007-4		10-15-52900	SEP 2012 SERV	24.00	
01 WATER RESOURCES INC				2172.69	
27395		22-05-70200	WATER METERS	2172.69	
01 WENTWORTH TIRE SERVICE INC				1691.44	
418032		10-17-61100	TIRES-BACKHOE	1691.44	
** TOTAL CHECKS TO BE ISSUED				231846.44	

FUND	AMOUNT
GENERAL FUND	75527.01
VILLAGE HALL IMPROVEMENTS	124761.77
WATER & SEWER FUND	3286.04
GATEWAY PROPERTY ACQUISITION	839.35
GATEWAY T.I.F.	8868.50
MOTOR FUEL TAX	3068.19
ROAD IMPROVEMENT FUND	4500.08
PARKING GARAGE FUND	407.57
PARKING LOT FUND	1796.57
GENERAL CAPITAL IMPROVEMENTS	8791.36
*** GRAND TOTAL ***	231846.44

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES
(Increasing Number of Class A-3 Liquor Licenses)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22 DAY OF OCTOBER, 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 22 day of October, 2012.**

ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES
(Increasing Number of Class A-3 Liquor Licenses)

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

WHEREAS, Mindflow Group Inc., operating at 206 Main Street, has applied for a Class A-3 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class A-3 liquor licenses granted.

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

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

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

5.040.080 License – Fees – Classes of Operator.

B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than four at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed ~~twelve~~ **thirteen**, and the number of C-1 licenses to be issue at any one time shall not exceed eight.

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 22 day of October, 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

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES
(Increasing Number of Class A-4 Liquor Licenses)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22 DAY OF OCTOBER, 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 22 day of October, 2012.**

ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES
(Increasing Number of Class A-4 Liquor Licenses)

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

WHEREAS, Illinois Café & Service Company, LLC (Dotty’s), operating at 1052 State Street, has applied for a Class A-4 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class A-4 liquor licenses granted.

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

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

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

5.040.080 License – Fees – Classes of Operator.

B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than four at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed thirteen, the number of Class A-4 licenses to be issued at any one time shall not exceed ~~one~~ **two** and the number of C-1 licenses to be issue at any one time shall not exceed eight.

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 22 day of October, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

September 17, 2012

Members of the Pension Board of Trustees
Lemont Police Pension Fund
Lemont, IL

Enclosed please find a copy of your Municipal Compliance Report for the Lemont Police Pension Fund for the year ended April 30, 2012. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed House Bill 5088 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report please contact me at (630) 393-1483.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

VILLAGE OF LEMONT, ILLINOIS
POLICE PENSION FUND

HOUSE BILL 5088 – MUNICIPAL COMPLIANCE REPORT

FOR THE YEAR ENDED

APRIL 30, 2012

**CITY OF LEMONT, ILLINOIS
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2012**

The Pension Board certifies to the Board of Trustees of the City of Lemont, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total assets of the fund and their current market value of those assets:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Assets	<u>\$ 10,574,629</u>	<u>\$ 9,771,594</u>
Market Value	<u>\$ 10,574,629</u>	<u>\$ 9,771,594</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contribution	<u>\$ 208,500</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$ 740,200</u>
Municipal Contributions	<u>\$ 495,700</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$ 473,900</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>\$ N/A</u>
Private Actuary- Lauterbach & Amen, LLP	
Recommended Municipal Contribution	<u>\$ 495,700</u>
Statutory Municipal Contribution	<u>\$ 457,239</u>

**CITY OF LEMONT, ILLINOIS
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2012**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Asset	<u>\$ 455,235</u>	<u>\$ 734,847</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>N/A</u>	<u>N/A</u>
Private Actuary- Lauterbach & Amen, LLP	<u>7.00%</u>	<u>7.00%</u>
Actual Investment Return	<u>4.47%</u>	<u>7.95%</u>

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members:	<u>26</u>
---------------------------	-----------

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>4</u>	<u>\$ 206,287</u>
(ii) Disability Pension	<u>0</u>	<u>\$ 0</u>
(iii) Survivors and Child Benefit:	<u>6</u>	<u>\$ 166,404</u>
Totals	<u>10</u>	<u>\$ 372,691</u>

**CITY OF LEMONT, ILLINOIS
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2012**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>N/A</u>
Private Actuary- Lauterbach & Amen, LLP	<u>69.98%</u>	<u>69.70%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>\$ N/A</u>
Private Actuary- Lauterbach & Amen, LLP	<u>\$ 4,617,659</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this 17 day of October, 2012

President



Date

10-17-12

Secretary



Date

10-17-12

**CITY OF LEMONT, ILLINOIS
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2012**

INDEX OF ASSUMPTIONS

- 1) Total Assets - as Reported in the Audited Financial Statements for the Years Ended April 30, 2012 and 2011.

Market Value - Same as Above.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2012 plus 5.5% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources

Investment Earnings - Cash and Equivalents and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2012, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended April 30, 2012.

- 3) (a) Pay all Pensions and Other Obligations - Total Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2012, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2012 Actuarial Valuation available at the time of this report.

Private Actuary

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2012 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2012 Actuarial Valuation.

**CITY OF LEMONT, ILLINOIS
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2012**

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2012 and 2011.

Assumed Investment Return

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption - No April 30, 2012 or 2011 Actuarial Valuations available at the time of this report.

Private Actuary - Current Interest Rate Assumption as Reported in the Lauterbach & Amen, LLP, April 30, 2012 Actuarial Valuation. Preceding Fiscal Year Interest Rate Assumption as Reported in the , April 30, 2011 Actuarial Valuation.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and End of Year Cash and Cash Equivalents and Investments as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2012, 2011 and 2010.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2012 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2012 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**CITY OF LEMONT, ILLINOIS
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2012**

INDEX OF ASSUMPTIONS - Continued

7) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Net Present Assets - No April 30, 2012 or 2011 Actuarial Valuations available at the time of this report.

Private Actuary - Current Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the Lauterbach & Amen, LLP, April 30, 2012 Actuarial Valuation. Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the , April 30, 2011

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2012 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2012 Actuarial Valuation.

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

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

WHEREAS, the Village of Lemont supports a healthy and safe environment for all of our children and families; and

WHEREAS, the Village of Lemont is dedicated to protecting the health of our youngest residents; and

WHEREAS, even in low amounts, lead poisoning can cause irreversible brain damage, shortened attention span, hyperactivity, aggressive behavior, learning disabilities, and other health and developmental problems for children; and

WHEREAS, lead paint in housing units and child care centers built before 1978 represents a risk for our children, and residents should take necessary precautions when engaging in renovation or repair of these buildings to reduce the risk of lead poisoning; and

WHEREAS, the Village of Lemont encourages all residents, especially parents and child care providers to be aware of the dangers of lead poisoning and seek appropriate testing for their children as a tool to prevent lead poisoning.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, do hereby proclaim October 21-27, 2012 CHILDHOOD LEAD POISONING PREVENTION WEEK in the Village of Lemont, and encourage all residents to work together to combat the threat of lead poisoning.

Dated at Lemont this 22th day of October 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 #114-12
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-12 UDO Amendments

DATE: October 18, 2012

SUMMARY

Over the past few months, the Committee of the Whole and the Planning & Zoning Commission have met to discuss amendments to the Village's regulations regarding internally illuminated monument signs and electronic message centers. Per the direction provided at these meetings, staff has drafted the necessary changes to the UDO to allow internally illuminated monuments signs. Staff is working on finalizing amendments to the UDO's electronic message center provisions; these amendments will be ready for review next month.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Amending Title 17 of the Lemont Municipal Code, the Lemont Unified Development Ordinance of 2008.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT
MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT
ORDINANCE OF 2008
(Sign Code Amendments)**

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

THIS 22nd DAY OF OCTOBER, 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 22nd
day of October, 2012.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT
MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT
ORDINANCE OF 2008
(Sign Code Amendments)**

WHEREAS, the Village of Lemont approved Ordinance O-07-08 adopting the Lemont Unified Development Ordinance of 2008 (hereinafter “the Unified Development Ordinance”) with an effective date of March 15, 2008; and

WHEREAS, on May 16 and June 20, 2012, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted a public hearing on proposed amendments to the zoning and land use regulations of the Unified Development Ordinance; and

WHEREAS, a notice of the aforesaid public hearing was made in the manner provided by law; and

WHEREAS, The Lemont Planning & Zoning Commission found that the proposed amendments were consistent with the purposes of the Unified Development Ordinance and voted to recommend their approval;

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

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

SECTION 2: UDO Text Amendments. Chapter 17.11 of the Lemont Municipal Code, the Lemont Unified Development Ordinance, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Chapter 17.02 Definitions

CHANNEL LETTER, SYMBOL OR GRAPHIC. A fabricated or formed three-dimensional letter, symbol or graphic that is capable of accommodating an internal light source. Includes open ~~face~~ and reverse channel letters in addition to standard channel letters.

OPEN CHANNEL LETTER, SYMBOL OR GRAPHIC. A channel letter, symbol or graphic that has no face or a clear face. If illuminated by an internal light source, the light source is visible.

REVERSE CHANNEL LETTER, SYMBOL OR GRAPHIC. A channel letter, symbol or graphic that has an opaque face and side walls and an open or translucent back. If illuminated by an internal light source, light is directed against the surface behind the letter, symbol or graphic, producing a halo lighting effect around the letter, symbol or graphic. Also known as a halo letter, symbol or graphic.

SIGN, CABINET. A flat sign face, typically plastic, mounted in a cabinet. A sign structure consisting of a sign frame and sign face(s) filling the sign frame. Sign faces are typically flat, acrylic sheets but may be embossed or debossed and/or made of other materials, such as aluminum. Cabinet signs are capable of accommodating an internal light source.

STANDARD CHANNEL LETTER, SYMBOL OR GRAPHIC. A channel letter, symbol or graphic that has an opaque back and side walls and a translucent face. If illuminated by an internal light source, light is directed through the translucent face; the light source is not visible.

17.11.080 – General Standards for Signs

D. Illumination. Unless otherwise permitted by this chapter, the following standards for illumination shall apply:

1. External artificial light sources used to illuminate a sign shall be located, shielded, and directed so they are not visible from any public street or residentially-zoned property.
2. All illumination shall be so designed, located, shielded, or directed so that the casting of glare or direct light upon adjacent streets or property is eliminated.
3. The intensity of illumination for the sign shall be steady, stationary, and shall be even over the face of the sign. Light levels cannot exceed 0.1 footcandles 20 feet from the abutting property line.
14. Signs located on a lot adjacent to or immediately across the street from any residential district shall not be illuminated between the hours of 11:00 p.m. and 7:00 a.m. An exception to this limitation is business signs, which may remain illuminated during the business's hours of operation and up to 45 minutes after close of the business.
25. Internally illuminated signs are prohibited, except for wall signs located in the B-3 zoning district. See §17.11.140 for standards on the types of illumination allowed as specifically provided for within this chapter. Signs that are externally illuminated, e.g. gooseneck lighting, floodlights, are allowed in all zoning districts.

17.11.140 SIGNS IN THE B and INT DISTRICTS

B. Monument Signs in B and INT Districts.

1. One monument sign per zoning lot is allowed. Special restrictions apply to commercial and institutional establishments located within a shopping center or commercial planned unit development—see §17.11.120 of this chapter.
2. Signage may consist of various elements such as the name of the establishments, trademarks or logos. The maximum sign area permitted for the all of these elements shall be limited to ~~The monument sign shall not exceed~~ one square foot of signage for each lineal foot of frontage along the front lot line, up to a maximum of 64 square feet. The maximum of 64 square feet may be applied to two sides of a monument sign, for a total of 128 square feet per monument sign. For guidance on measuring sign area see Figure 17-11-02.
3. Limestone or products simulating limestone shall be used for the base of all monument signs.
4. Each monument sign shall be landscaped in accordance with the provisions of §17.11.110 of this chapter.
5. Monument signs in B districts may be either externally illuminated or internally illuminated. Internally illuminated monument signs are prohibited in the INT district, except in those areas where electronic message centers are allowed in accordance with the provisions of §17.11.200. For internally illuminated monument signs in B districts, internal illumination shall be limited to:
 - a. standard channel letters, symbols, or graphics;
 - b. reverse channel letters, symbols, or graphics;
 - c. cabinet signs with an aluminum sign face where alphanumeric characters and logos are routed into the sign face; or
 - d. cabinet signs with a plastic, acrylic, or polycarbonate sign face where only the sign copy and/or logo are translucent, i.e., the background of the sign face shall remain opaque. For cabinet signs with a plastic, acrylic, or polycarbonate face the cabinet shall be enclosed on a minimum of two sides by the sign base material.

E. Changeable Copy Centers. Changeable copy centers shall be permitted in accordance with §17.11.090.F.

F. Wall Signs in the B-3 Zoning District. Each tenant or establishment in the B-3 zoning district shall be allowed wall signage as follows:

1. Signage may consist of various elements such as the name of the establishments, trademarks or logos. The maximum area permitted for the all of these elements shall be limited to one square foot per each lineal foot of building frontage or 72 square feet, whichever is less.

Each of these elements shall be measured in accordance with Figure 17-11-03.

2. Signage may be either externally illuminated or internally illuminated. ~~External illumination light sources shall be gooseneck lighting or floodlights.~~ If the signage is internally illuminated, the following provisions shall apply:
 3. ~~a.~~ a. Internal illumination shall be limited to standard channel letters, reverse channel letters, and ~~single face box pan face~~ signs where only the copy and/or logo are translucent, i.e., the background of the ~~single face box pan face sign~~ shall remain opaque.
 4. b. The total area of all internally-illuminated trademarks or logos shall be limited to a maximum of 40% of the maximum sign area as allowed by this section. See Figure 17-11-03, B-3 Wall Sign Illumination Standards for examples and clarification of permitted internally illuminated signs.

17.11.150 SIGNS FOR SHOPPING CENTERS AND PUDs

D. Monument Signs for Shopping Centers and PUDs. The following shall apply to signs within a shopping center or a PUD:

1. One monument sign per street frontage shall be permitted. A monument sign may identify the name of the center or PUD and/or the names of the individual tenants within the center or PUD.
2. Each monument sign shall have a maximum sign area and maximum height according to as follows:
 - a. A maximum of ~~6064~~ square feet of sign area is permitted;
 - b. Maximum sign height shall not exceed eight feet.
3. Commercial or institutional establishments located on outlots within the unified business center or PUD shall be permitted to have one monument sign. This sign is in addition to the monument sign allowed in paragraph D.1 of this section.
4. Each monument sign shall be set back from the lot line a distance that is at least half the height of the sign.
5. Each monument sign shall be landscaped in accordance with §17.11.110 of this chapter.
6. Monument signs for shopping centers or PUDs in B or INT zoning districts may be internally illuminated in accordance with §17.11.140.B of this chapter.

E. Wall Signs within a Shopping Center or PUD.

1. One wall sign per retail unit of a building shall be permitted. Retail units on corner locations within buildings shall be permitted a wall sign on each wall that faces a public street.
2. Size of each wall sign shall be limited to one square foot of sign area for each linear foot of retail unit frontage, up to a maximum of 96 square feet.
3. Wall signs for shopping centers or PUDs in the B-3 zoning district may be internally illuminated in accordance with §17.11.140.F of this chapter.

SECTION 3: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 22nd day of October, 2012.

AYES NAYS PASSED ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator/Budget Officer
George Schafer, Assistant Village Administrator
Subject: MWRD Lease Amendment – Safety Village
date: Oct 22, 2012

BACKGROUND/HISTORY

As part of reviewing some of the Village's leaseholds with the Metropolitan Water Reclamation District (MWRD), it was determined the lease for the property that Safety Village sits on needed to be updated. This amendment lease effectively changes two items within the current lease:

- 1) There is approximately 19,000 square feet of property that is adjacent to the Safety Village Complex has been and could be utilized as a parking lot. This amendment would formally add this property to the Village's current leasehold.
- 2) There is approximately 950 square feet of property in the current leasehold, which sits within the wastewater treatment plant fence line. This amendment will effectively remove this property from the Village's leasehold.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

MWRD Lease Amendment Agreement

Resolution No. _____

**A Resolution Approving Lease Amendment Agreement
with Metropolitan Water Reclamation District of Greater Chicago**

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

SECTION ONE: The Lease Amendment Agreement between the Village of Lemont and the Metropolitan Water Reclamation District of Greater Chicago, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Mayor and/or Village Clerk are authorized to execute the Lease Amendment 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 22 day of October, 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

STM:MM
LEASE L-228
10/02/2012

LEASE AMENDMENT AGREEMENT

THIS AGREEMENT, made this 4th day of October 2012, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and THE VILLAGE OF LEMONT, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 418 Main Street, Lemont, Illinois 60439-3788 (hereinafter designated the "Lessee").

WITNESSETH THAT:

WHEREAS, by written Agreement dated May 1, 1997, the Lessor demised and leased unto Lessee approximately 0.53 acres of vacant land located on the southwest corner of the Metropolitan Water Reclamation District of Greater Chicago's Lemont Water Reclamation Plant ("LWRP") property. The lease commenced on the 1st day of May, 1997 and is set to expire on the 31st day of May, 2017. ("Lease");

WHEREAS, the Lessee improved the leasehold site with a "Safety Village" facility which is used to provide safety care instructions through hands-on practice and training to children ("Safety Village Lease");

WHEREAS, an approximately 19,000 sq. ft. portion of Lessor property is located adjacent to the Safety Village leasehold and is currently vacant;

WHEREAS, Lessee has requested to use the approximately 19,000 sq. ft. portion vacant area for additional parking;

WHEREAS, an approximately 950 sq. ft. of the Lemont Safety Village leasehold is located within the LWRP fence line and is not being used by Lessee;

WHEREAS, the Lessor proposed and the Lessee agreed that the Safety Village Lease be amended to add the 19,000 sq. ft. area and that the 950 sq. ft. area of land located within the LWRP fence line be removed, for a new total leasehold area of approximately 0.97 acres; and

WHEREAS, on October 4, 2012, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago ("Lessor") authorized the amendment of the May 1, 1997 Lease Agreement to add the 19,000 sq. ft. area and to remove the 950 sq. ft. area of land located within the LWRP fence line, for a new total leasehold area of approximately 0.97 acres.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by the Lessee to Lessor, the mutual premises and agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

- 1. The foregoing recitals are incorporated by reference herein and made part hereof as if set forth in full, same constituting the factual basis for this transaction.**
- 2. The Lease, as amended, is incorporated by reference and made part hereof as if set forth in full.**

3. The legal description of the leasehold set forth in the Lease, known as the Safety Village Lease, is hereby amended to to add the 19,000 sq. ft. area and to remove the 950 sq. ft. area of land located within the LWRP fence line, for a new total leasehold area of approximately 0.97 acres.
4. Lessee shall submit a Plat of Survey containig metes and bounds legal description of the new 0.97 acre leasehold area within 120 days.

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: _____
Cynthia M. Santos
Chairman of the Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

THE VILLAGE OF LEMONT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, personally known

to me to be the _____ of _____ a

_____ (Title) _____ (Village/Town/City)
municipal corporation, and _____, personally known to me to be the

_____ (Name)
_____ of said municipal corporation and personally known to
(Title)

to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ of said municipal

_____ (Title) _____ (Title)
corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its 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 Notarial Seal this ____ day of _____, A.D. 20__.

Notary Public

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia M. Santos personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Jacqueline Torres, personally known to me to be the 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 Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners 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 Notarial Seal this _____ day of _____, A.D. 20__.

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: MWRD Lease Amendment – Heritage Quarry Recreation Area

date: Oct 22, 2012

BACKGROUND/HISTORY

As part of lease L-291, the Village of Lemont currently lease MWRD parcel 24.05 and parcel 24.02 which constitutes about 85 acres. This lease will effectively add parcel 25.01 to this current leasehold, adding 14.5 acres to the Lemont Heritage Quarry Area for a total of 99 acres. This effectively adds this parcel for use of general public as additional open space and passive recreation.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

MWRD Lease Amendment Agreement

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT
DATED NOVEMBER 16, 2000 BY AND BETWEEN THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO
AND THE VILLAGE OF LEMONT**

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

SECTION ONE. That the Metropolitan Water Reclamation District of Greater Chicago and the Village of Lemont entered into the Lease Agreement on November 16, 2000 (“Lease”).

SECTION TWO. That the First Amendment to Lease Agreement dated November 16, 2000 by and between the Metropolitan Water Reclamation District of Greater Chicago and the Village of Lemont (“Agreement”) attached hereto as Exhibit A is hereby approved.

SECTION THREE. That the first recital of the Agreement contains a scrivener’s error stating that the Lease was executed on November 16, 2012. That scrivener’s error has been corrected in the attached Exhibit A to reflect the correct date of November 16, 2000.

SECTION FOUR. The Mayor and/or Village Administrator are authorized to execute the “Agreement” to make minor changes to the documents 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

Exhibit A

10-04-2012

L-291

AMENDMENT TO LEASE AGREEMENT DATED NOVEMBER 16, 2000, BY AND BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF LEMONT (L-291)

This Amendment to Lease Agreement made this 4th day of October, 2012, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter "District") and the Village of Lemont, an Illinois municipal corporation (hereinafter "Lemont").

WHEREAS, the District and Lemont entered into that certain lease agreement dated November 16, 2000, whereby Lemont leased 85+/- acres of District real estate located south of the Chicago Sanitary & Ship Canal, east of the Lemont Heritage Quarry in Lemont, IL and known as Main Channel Parcels 24.05 and 25.02 for a term of 39-years commencing June 15, 2002 and expiring June 14, 2041 for open space and passive recreation (hereinafter the "Lease"), a pictorial representation of which is attached hereto as Exhibit A.

WHEREAS, Lemont has requested to lease additional land comprising 14.50 acres known as Main Channel Parcel 25.01 for a total leasehold area of 99.50 acres under the Lease.

WHEREAS, the District's Board of Commissioners has approved this lease amendment request at its meeting of October 4, 2012.

NOW THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants and agreements of the District and Lemont and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Lemont hereby amend said Lease on the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.
2. Paragraph 1.01 of the Lease is hereby amended to include an additional 14.50 acres known as Main Channel Parcel 25.01 as part of the leasehold premises.
3. In the event any new construction of any improvements are made on the leasehold premises, then Lemont shall implement Green Infrastructure in any construction and operations of the leasehold premises.
4. Lemont shall furnish a Plat of Survey on Parcel 25.01 within 6 months from the date of this amendment.

5. The Lease is incorporated into this Amendment Agreement and made a part hereof as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date and year first written above.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

BY: _____
Cynthia M. Santos
Chairman Committee on Finance

ATTESTED:

BY: _____
Jacqueline Torres, Clerk

VILLAGE OF LEMONT

BY: _____

TITLE: _____

ATTESTED:

BY: _____

TITLE: _____

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Passing of Resolution Authorizing Approval of the
Subrecipient Agreement with Cook County for the
2012 Community Development Block Grant Program (CDBG)
Porter Street (Alley) Water Main and Sanitary Sewer Replacement
CDBG Project No. 12-018

date: October 15, 2012

BACKGROUND

The County of Cook annually receives a distribution of Federal Funds for its use in funding capital improvements. The Village of Lemont was awarded a grant of \$175,000.00 for the 2012 CDBG program year. The completed Subrecipient Agreement (attached) in the grant amount of \$175,000.00 needs to be approved by the Village Board; signed, where noted; and subsequently returned to Cook County for processing. The proposed project consists of the replacement of 380-feet of existing 8-inch sanitary sewer with PVC pressure pipe type pipe, and 415-feet of 4-inch water main with new 8-inch ductile iron pipe in the Porter Street alley, from Stephen Street to Fremont Street.

PROS/CONS/ALTERNATIVES

Approval of the Resolution will authorize the approval of the Agreement with Cook County, which will allow the Village to receive the grant funds.

RECOMMENDATION

Passing of the Resolution approving the Subrecipient Agreement with Cook County for the 2012 Community Development Block Grant Program (CDBG), Water Main Replacement, Porter Street (alley), from Stephen Street to Fremont Street.

ATTACHMENTS

- Resolution and Clerk's Certificate (Cook County Format)

VILLAGE BOARD ACTION REQUIRED

Passing of Resolution approving of the Subrecipient Agreement with Cook County for the 2012 Community Development Block Grant Program (CDBG), Water Main Replacement, Porter Street (alley), from Stephen Street to Fremont Street, in order to receive block grant monies.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the President and the Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2012 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project No. 12-018, a copy of which is on file with the Clerk.

BE IT FURTHER RESOLVED by the President and Board of Trustees of the Village of Lemont that the President be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2012 Community Development Block Grant Program for the Village of Lemont.

Dated this 22nd day of **October, 2012**.

ATTEST:

By: _____
Board President (Signature)

By: _____
Secretary/Clerk (Signature)

Title: Brian K. Reaves, Village President

Title: Charlene M. Smollen, Clerk

(SEAL)

CERTIFICATION

The undersigned and duly qualified Clerk of the Village of Lemont hereby certifies that the attached copy of the Resolution authorizing execution of the 2012 Community Development Block Grant Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said Resolution, as passed by the President and Board of Trustees on **October 22, 2012**, and which is still in full force and effect.

By: _____
Charlene Smollen, Village Clerk

(S E A L)

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH "LIZ" DOODY GORMAN	17th Dist.



BUREAU OF ECONOMIC DEVELOPMENT
DEPARTMENT OF PLANNING AND DEVELOPMENT

MARIA CHOCA-URBAN
DIRECTOR

George W. Dunne Cook County Office Building
69 W. Washington, Suite 2900
Chicago, Illinois 60602-3171
TEL: (312) 603-1000
FAX: (312) 603-9971

October 10, 2012

HAND DELIVERED

Honorable Brian K. Reaves, Mayor
Village of Lemont
418 Main Street
Lemont, IL 60439-3788

Re: 2012 Cook County Community Development Block Grant Program

Project Number: 12-018
Budget Authority: \$175,000.00
Project Title: Capital Improvement: Porter Street Water Main and Sanitary Sewer Reconstruction

Dear Mayor Reaves:

Enclosed please find a Subrecipient Agreement envelope for your agency's Community Development Block Grant (CDBG) project for the 2012 Program Year. This envelope includes two (2) Agreements (please do not disassemble either copy), and specific instructions for executing the agreements. **PLEASE FULLY EXECUTE BOTH AGREEMENTS AND RETURN THEM ALONG WITH TWO COPIES OF THE ORIGINAL BOARD RESOLUTION AND ORIGINAL CERTIFICATION.** If you have any questions, you are encouraged to seek technical assistance from your assigned planner.

Upon receipt and completion of all requirements, the County will process your agreements and return to your attention one fully executed original along with a "Notice to Proceed" for your files. **PLEASE DO NOT PROCEED TO OBTAIN BIDS UNTIL YOU HAVE RECEIVED A "NOTICE TO PROCEED" LETTER, IF APPLICABLE.** If professional services are being funded by your agency, you may proceed with preparing any required RFP's (engineering, architecture, legal, accounting, etc.) prior to receiving your "Notice to Proceed". However, if professional services are being funded by your CDBG award, you must wait until you receive your "Notice to Proceed".

We ask that you complete all of the above mentioned documents and return them to Cook County's Department of Planning Development, **no later than (30) days after the date of this letter.** Failure to provide all of the required information for each Subrecipient Agreement will delay the process for issuance of your "Notice to Proceed". Please note: Unexplained delays in returning your Subrecipient Agreement will be a factor in application decisions for CDBG funding in future program years.

Thank you for your cooperation and we look forward to another productive program year. If you have any further questions regarding the procedures, please do not hesitate to contact Mr. Karl A. Brinson at (312) 603-1053.

Sincerely,

Maria Choca Urban, Director
Department of Planning and Development
Bureau of Economic Development

cc: Dominic Tocci, Deputy Director
Sylvia Parham, Grants Manager





COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Instructions for Executing Subrecipient Agreements

In an effort to unify the process of signing and executing Subrecipient Agreements please follow these instructions. Failure to follow instructions will cause the Agreements to be returned to you for correction. Please adhere to the following:

REVIEW THE AGREEMENTS FOR CHANGES AND ADDITIONS.

Do not take the agreements apart.

Use only the forms and agreements sent to you by the County.

Do not make any changes in the agreements.

In addition, please follow the checklist set out below when returning your agreements.

BOTH copies of the agreement need original signatures by the appropriate individuals. Xerox copies of the signature pages are not acceptable .

The corporate seal has been used on all signature pages. **If a not-for-profit Subrecipient does not have a seal, it must inform the County in writing of this fact.** If it has a seal, it **MUST** seal the body of the agreement.

TWO certified copies of the required resolution must be sent to the County for each project. The signature by the Clerk or Secretary must be an original signature. See the accompanying samples for your use.

REMINDER: IF YOU INTEND TO USE CDBG FUNDS TO PAY FOR PROFESSIONAL SERVICES (LEGAL, ARCHITECTURAL, ENGINEERING, ETC.) FOR ANY PROJECT, YOU MUST PROCURE THOSE SERVICES FOR EACH GRANT AGREEMENT SEPARATELY PURSUANT TO FEDERAL REGULATIONS. IF YOU DO NOT PROCURE THOSE SERVICES, YOU MUST USE GENERAL CORPORATE FUNDS TO PAY FOR THOSE SERVICES.

MUNICIPALITIES MUST COMPLY WITH THE FOLLOWING STATUTE FOR USE OF A DEPUTY CLERK'S SIGNATURE:

DEPUTY CLERK

5/3.1-35-95. Powers - Authorization

§ 3-10-9. The municipal deputy clerk, or clerks, as the case may be, shall have the power and duty to execute all documents required by any law to be executed by the municipal clerk, and affix the seal of the clerk thereto wherever required. In signing any document a deputy clerk shall sign the name of the clerk followed with the word "By" and the deputy clerk's own name and the words "Deputy Clerk".

Except the municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised only in the absence of the clerk from the place where the clerk's office is maintained, and only when either written direction has been given by the clerk to such deputy to exercise such power, or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform such function. In municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised upon the direction of the clerk, or when the corporate authorities have determined by resolution that the clerk is temporarily or permanently incapacitated to perform his functions and duties. When duly authorized as herein provided the signature affixed by any such deputy in the manner herein prescribed on any document, including, but not limited to contracts, bonds, or other obligations of the municipality, such document shall have the same effect as if the documents so executed had been signed by the municipal clerk in person.

PLEASE NOTE: The following page is a sample form. Do not use this form, but rather retype this form for use on your own letterhead. Use a position title only and DO NOT name a specific individual. Include both paragraphs in your resolution. You may also designate additional positions or positions different than those listed in the form for executing documents if you so choose.

***Please submit two (2) original resolutions to Cook County.**

PLEASE NOTE THE LANGUAGE CHANGE INSTITUTED LAST YEAR. THE AGREEMENTS ARE NOW SUBRECIPIENT AGREEMENTS.

If you have any questions about the resolution and certification, please call Caroline Watson at (312- 603-1000).

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (President/Mayor/Chairman) and the (Clerk/Secretary) be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2012 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number(s) _____, a copy of which (is/are) on file with the (Clerk/Secretary).

BE IT FURTHER RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (insert position title here- should be more than one position - **if you chose more than one position use the word "or" and not the word "and"**) be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2012 Community Development Block Grant Program for the

Dated this _____ day of _____, 2012.

NOTE: If your agency is a non-profit, the Resolution must be signed by the Board President/Chairman

SAMPLE FORM

ATTEST:

By: _____
Board President/Chairman (Signature)

BY: _____
Secretary/Clerk (Signature)

Printed Name

Printed Name

(SEAL)

PLEASE NOTE: This is a sample form for non-profits. Do not use this form, but rather retype this form for use.

***Please submit two (2) original certifications to Cook County.**

CERTIFICATION

The undersigned and duly qualified acting Secretary of the Board of Directors of _____ hereby certifies that the attached copy of the resolution authorizing execution of the 2012 Community Development Block Grant Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said resolution as passed by the Board of Directors of _____, on _____, 2012_, and which is still in full force and effect as of _____

SAMPLE

By: _____

Secretary - Signature

FORM

Printed Name

(SEAL)

NOTICE

THE COUNTY IS NOTIFYING YOU THAT, PURSUANT TO SECTION 10 OF THE DRUG FREE WORKPLACE ACT (30 ILCS 580/10), ITS SUBRECIPIENTS ARE SUBJECT TO THE ACT IF THEY ARE A CONTRACTOR AS DEFINED UNDER THE ACT (30 ILCS 580/1 ET SEQ.). THE COUNTY IS ALSO NOTIFYING THOSE SUBRECIPIENTS SUBJECT TO 24 CFR PART 84 YOU MUST ALSO COMPLY WITH THE FEDERAL DRUG FREE WORKPLACE ACT (41 USC SECTION 701, ET SEQ.).

REMINDER

THIS IS TO REMIND SUBRECIPIENTS OPERATION SINGLE-FAMILY REHABILITATION PROGRAMS THAT THE INSURANCE PROVISIONS OF THE CONSTRUCTION CONTRACTS MUST BE IN COMPLIANCE WITH THE HOME REMODELERS ACT. THE INSURANCE PROVISIONS SHOULD READ:

1. \$100,000/PERSON/OCCURRENCE
2. \$100,000/DAMAGE/OCCURRENCE
3. \$300,000/OCCURRENCE/AGGREATE
4. \$ 50,000/OCCURRENCE FOR PROPERTY DAMAGE
5. \$ 10,000/IMPROPER HOME REPAIR OR
REMODELING/OCCURRENCE

PLEASE NOTE THE ADDITIONAL REQUIREMENT IN ITEM NUMBER 4

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

PROGRAM YEAR 2012

October 1, 2012 through September 30, 2013



VILLAGE OF LEMONT

**CDBG PY 2012
SUBRECIPIENT AGREEMENT**

PROJECT NUMBER:

12-018

AWARD:

\$175,000

AWARDED TITLE:

**Capital Improvement: Porter Street Water Main and Sanitary
Sewer Reconstruction**

FOR:

Capital Improvements: Infrastructure

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into the 2012 Program Year that begins the first day of October 2012 as of the first day of October 2012, by the **Village of Lemont** and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2012 through September 30, 2013, pursuant to said Act; and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **12-018**).

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A").
2. Assurances (Exhibit "B").
3. Project Summary and Line Item Budget (Exhibit "C").
4. Administrative Requirements (Exhibit "D")

The execution of this Agreement by the Subrecipient is agreement that it understands that it is complying with and that it will continue to comply with the certifications, assurances and administrative requirements contained in Exhibits A, B, and D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Manual of Administrative Procedures, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit D.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit "C").

5. Grant Award.

The County hereby agrees to make a grant in a sum not to exceed **One Hundred Seventy - Five Thousand Dollars and No Cents**. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **12-018** in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objective

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas and that their performance and progress will be measured to that end. **Quarterly performance reports** will be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

National Objectives.

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low and moderate income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and

3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate- income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph 8 in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purpose of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions apply only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

G. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611①.

H. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. Environmental Review Procedures; Notice to Proceed.

The County and the Subrecipient shall adhere to the following schedule, as applicable.

A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Manual of Administrative Procedures, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

D. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Hatch Act: Davis Bacon

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

11. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

12. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as workshop, religious instruction or proselytization.

13. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

14. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "NOTICE TO PROCEED" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2013.**

C. **Planning/Public Service.** The Subrecipient represents to the County that the aforesaid project shall be completed by September 30, 2013. Any requests for extension beyond September 30, 2013 must be submitted in writing sixty (60) days before September 30, 2013. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County.

15. Records Maintenance.

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

16. Return of Funds and Accounts Receivables; Expiration of Project.

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

17. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

18. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

19. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

20. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

21. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - b. demand refund of any funds disbursed to Subrecipient;

- c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
- d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending , effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program. The Subrecipient may be given up to ten (10) business days to come into compliance; provided, however, the County may also take any of the actions listed subparagraph A. hereof.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion, that the Subrecipient has, including but not limited to:

- 1. used or is using fraudulent, coercive or dishonest practices;
- 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
- 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit C hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

- 1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
- 2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

22. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY:

Ms. María Choca Urban, Director
 Department of Planning and Development
 69 W. Washington, 29th Floor
 Chicago, IL 60602

TO THE SUBRECIPIENT:

Honorable Brian K. Reaves, Mayor
Village of Lemont
418 Main Street
Lemont, IL 60439-3788

23. SIGNAGE

That the Subrecipient hereby agrees to permit appropriate signage, prepared and erected by the County, of the County's participation in the project.

24. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October, 2012, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Dir. of Dept. of Planning and Development (Signature)
County of Cook

Printed Name Date

Attest: _____
Cook County Clerk (Signature)

Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature)

Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature)

Brian K. Reaves 10/22/12

Subrecipient Official (Printed Name) Date

TITLE: *Village President*

ATTEST: _____
Subrecipient Clerk/Secretary (Signature)

Charlene Smolten 10/22/12

Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature)

Jeffrey M. Stein 10/22/12

Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COUNTY OF COOK

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the County's Community Development Block Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations. It will also comply with Chapter 4 of the Community Development Block Grant Administrative Manual with regard to Community Development assisted construction contracts;

2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;

3. It will assist and cooperate actively with the County and the HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of HUD and the County;

4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;

5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD;

6. In the event that its fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to HUD for appropriate legal proceedings.

7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.

9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.)

EXHIBIT B

ASSURANCES

EXHIBIT B -- ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as

amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
 - 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
 - 2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies, to the best of its knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

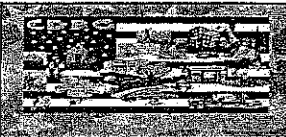


EXHIBIT C - PROJECT SUMMARY

2012 Program Year: October 1, 2012 through September 30, 2013

Planner **Tim Kleist**

SUBRECIPIENT VILLAGE OF LEMONT

ADDRESS **418 Main Street** CITY **Lemont** ZIP **60439-3788**

PROGRAM MANAGER **James Cainkar** PHONE **(630) 257-1595** FAX **(630) 243-0958** E-MAIL **jimcainkar@franknovotnyengineering.co**

PROJNUM 12-018	IDIS No.	PROJECT TITLE Capital Improvement: Porter Street Water Main and Sanitary Sewer Reconstruction
Account # 9428225-580170.100		

Eligibility Citation 570.201(c)	Budget Amount \$175,000	Award Match \$105,000.00	Source 1 Corporate Funds
---	-----------------------------------	------------------------------------	-----------------------------

Match 2 Source 2

SUMMARY PROJECT DESCRIPTION:

Eligibility:

LMI

- Does Not Apply
- Area Benefit
- Limited Clientele
- Housing Activity
- Job Creation/Retention

Slum Blight

- Does Not Apply
- Area
- Spot

Is Acquisition Required?

- Yes
- No

Census Tracts	Block Groups	L/M Income %
8240-01	3	56.2%

NARRATIVE:

Awarded Location

Porter Street From Stephen Street to Fremont Street

AWARDED Project Description

Capital Improvement: Porter Street Water Main and Sanitary Sewer Reconstruction - Replacement of 380 feet of 8-inch sanitary sewer with PVC pressure pipe type pipe and 415 feet of 4-inch watermain with new 8-inch ductile iron pipe.

Specific Anticipated Accomplishments

Replacement of 380 feet sanitary sewer and 415 feet of water main by September 2013.

Environmental Review Categorically Excluded (24 CFR 58.35)	Amendment	Amendment Date	Planner Tim Kleist
---	-----------	----------------	-----------------------

PROJECT COMPLETION SCHEDULE

Month 1

Notice to Proceed received.

Month 2

Project design.

Month 3

Project design/Permit.

Month 4

Project bid/Award.

Month 5

Construction.

Month 6

Construction.

PROJECT COMPLETION SCHEDULE

Month 7

Project complete.

Month 8

Month 9

Month 10

Month 11

Month 12

Project Complete

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
TOTAL SALARIES:	\$0		\$0	\$0	\$0

REMINDER
NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$175,000	\$80,000	\$255,000
Single-Family Rehabilitation			\$0
Economic Development			\$0
Demolition/Clearance			\$0
Acquisition			\$0
Relocation			\$0
TOTAL PROJECT ACTIVITY:	\$175,000	\$80,000	\$255,000

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY:

(You are encouraged to use CDBG Funds for salaries only.)

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Office Rent/Utilities			\$0
Postage			\$0
Printing (Rental Equipment)			\$0
Publication/Notices			\$0
Project Travel @ \$.555 per mile <u>OR</u> current IRS rate.			\$0
Other: _____			\$0
Other: _____			\$0

Professional Services:

(Need to be Procured if using CDBG Funds.)

Architect			\$0
Engineering		\$25,000	\$25,000
Legal			\$0
Accounting (except Single Audit)			\$0
Other: _____			\$0
Other: _____			\$0

TOTAL PROJECT DELIVERY:

	\$0	\$25,000	\$25,000
CDBG Grand Total	\$175,000	Match Grand Total	\$105,000
		GRAND TOTAL ALL	\$280,000

EXHIBIT D
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Village Hall Sewer Connections

date: October 16, 2012

BACKGROUND

Two (2) proposals were received for the Village Hall Sewer Connections project. The project consists of the emergency sanitary sewer and storm sewer construction on Main Street, necessitated by the remodeling of the Village Hall. The MWRDGC Permit has been received. The low cost proposal was received from Riccio Construction, in the amount of \$26,364.00.

PROS/CONS/ALTERNATIVES

Award of this bid will have this work completed in a timely and expeditious manner. Riccio Construction is capable of the satisfactory completion of this work, and they have completed other projects for the Village.

RECOMMENDATION

Award of the Village Hall Sewer Connections project to Riccio Construction, based on their bid amount of \$26,364.00.

ATTACHMENTS

- Resolution Authorizing Award of Contract to Riccio Construction;
- Copy of Proposals, including name, address and amount of bid; and
- Plan Sheet 2 of 2, indicating scope of work.

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution awarding the contract to Riccio Construction as noted above.

RESOLUTION _____

RESOLUTION AUTHORIZING AWARD OF CONTRACT

Village Hall Sewer Connections

WHEREAS, the Village of Lemont requires that the Village Hall Sewer Connections project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of Riccio Construction for such work; and

WHEREAS, Riccio Construction submitted a low bid for such work in the amount of \$26,364.00.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with Riccio Construction is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 22th day of October, 2012.

AYES NAYS PASSED ABSENT

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this 22th day of October, 2012.

A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Jeffrey M. Stein, Village Attorney

Riccio Const. Corp.
 PO Box 672
 Palos Park, IL 60464
 Fax 708-301-1921

Proposal

Job Name: VILLAGE OF LEMONT
 Bid Date: VILLAGE HALL SANITARY & STORM

Contractor:
 Contract No.

Item No.	Item	Quantity	Units	Unit Price	Amount	Notes	
STORM 1	CONN TO EXIST INLET	1.0	EA	400.00	400.00	This bid does not include:	
2	8" PVC SDR 26 2241 & TBF	18.0	LF	76.00	1368.00		
3	CB TY C W TY I OL	1.0	EA	1850.00	1850.00		
4	6" PVC SDR 26 2241 & TBF	4.0	LF	74.00	296.00		
5	CONN TO EXIST SEWER	1.0	LS	275.00	275.00	ccdd testing, qc-qa tests, lpc 663 permits, bonds or fees.	
6	CONN TO EXIST ROOF DRAI	1.0	EA	300.00	300.00		
SANIT 1	CONN TO EXIST 12" SEWER	1.0	LS	5240.00	5240.00	price held firm for 30 days from bid date	
2	6" PVC SANIT & TBF	20.0	LF	96.00	1920.00		
3	4' INSPECTION MANHOLE	1.0	EA	2920.00	2920.00		
4	CONN TO EXIST SEWER	1.0	LS	360.00	360.00		
RESTORATION							
1	C & G REM & REPL	28.0	LF	45.00	1260.00		
2	PCC WALK R & R	25.0	SF	27.00	675.00		
3	CLASS D PATCH 4"	5.0	SY	90.00	450.00		
4	CLASS D PATCH 12"	10.0	SY	265.00	2650.00		
5	BRICK WALK R & R	200.0	SF	22.00	4400.00		
6	TRAFFIC CONTROL	1.0	LS	2000.00	2000.00		
					Total	\$26,364.00	

Unique Plumbing Co.

9408 W 47th St.

Brookfield, IL 60513

Ph. 708-485-8860 Fx. 708-485-6062

October 16, 2012

Village of Lemont
418 Main St.
Lemont, IL 60439

Attn: Mr. J. Cainkar
UPC #212619
Re: Lemont Village Hall Connections

Dear Jim:

Unique Plumbing Co. proposes the cost / scope as specified herein for the sewer connection and extension scope per the documentation of Novotny & Associates project #12324 dated Sept 2012.

The design documentation provided is without a unit cost schedule of value. Therefore, we have attached such based on the documentation schedule and interpretation of UPC for specified items associated with the improvement.

Village of Lemont RFP Novotny Associates

Re: Village Hall Sewer Connections

Sanitary Sewer

Connection Sanitary Cut In 12X6 Tee	1	Ea	\$	250.00	\$	250.00
12" NO Shear Mission	2	Ea	\$	125.00	\$	250.00
12" PVC Pipe Incdl. Connection	1	Ls	\$	100.00	\$	100.00
Sanitary Riser 6" ZW/Fittings	1	Ls	\$	250.00	\$	250.00
Sanitary Extension 6"	20	Lf	\$	6.00	\$	120.00
Inspection MH 605.30/599.01-601.00	1	Ea	\$	3,000.00	\$	3,000.00
Street Cut Removal Disposal	1	Ls	\$	1,500.00	\$	1,500.00
Paver R&R Scope	1	Ls	\$	4,950.00	\$	4,950.00
Curb Gutter Scope	1	Ls	\$	1,600.00	\$	1,600.00
PCC Walks	1	Ls	\$	600.00	\$	600.00
D Patch 12"	1	Ls	\$	3,400.00	\$	3,400.00
D Patch 4"	1	Ls	\$	1,000.00	\$	1,000.00
Connection Storm Sewer Core Boot	1	Ls	\$	550.00	\$	550.00
8" DR 26 SS Extension	18	Lf	\$	11.00	\$	198.00
Ty C W/FR-Ld	1	Ea	\$	1,000.00	\$	1,000.00

6" DR 26 SS Extension	4	Lf	\$ 6.00	\$ 24.00
RD Gutter Opening W/CO	1	Ls	\$ 600.00	\$ 600.00
House Sewer Connection	2	Ea	\$ 100.00	\$ 200.00
TBF/Spoil Removal	75	Cy	\$ 40.00	\$ 3,000.00
Traffic Control (Day Detour)	1	Ls	\$ 1,750.00	\$ 1,750.00
Plate (Main Street Opening)	1	Ls	\$ 250.00	\$ 250.00
Mob De-mob	1	Ls	\$ 650.00	\$ 650.00
Labor Pipe Scope Construction/Misc.	1	Ls	\$ 14,700.00	\$ 14,700.00

Total Cost

\$ 39,942.00

**** Cost quotation excludes capping or abandonment of the existing sanitary system of any type.**

**** Cost excludes rock excavation of any type.**

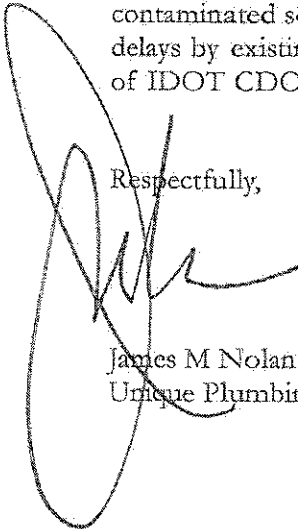
**** Cost excludes CCDD certification of soils associated with disposal.**

Exclusions: All required WBE MBE participation; PPE bonds; protection of work once in place; existing water construction conflicts; temporary facilities or utilities; piping shop drawings; CCTV of existing sewer systems.

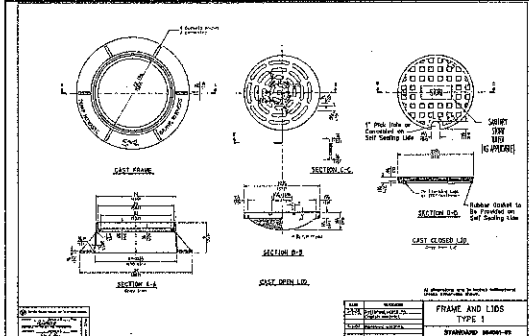
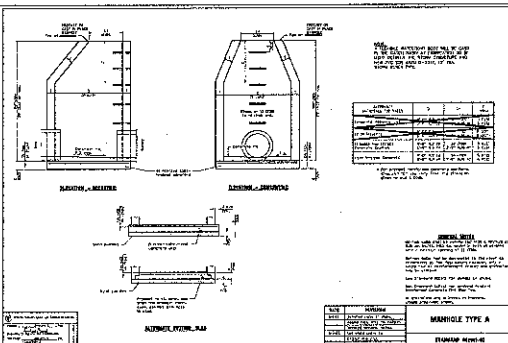
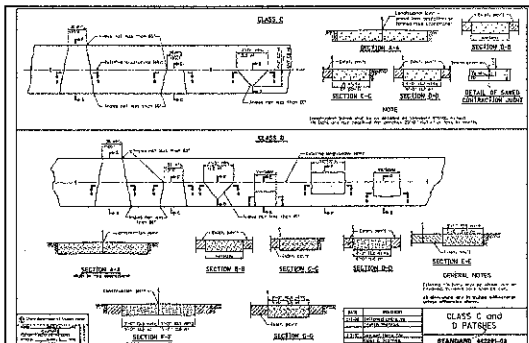
All Bonds, Permits, Inspection fees, Utility re-routes or connections to site utilities.

Maintaining or supplying: continuous dewatering; restoration temp surfaces; restoration of landscape surfaces not specified; line /grade sewer water layout; site obstructions; special or contaminated soil handling; bracing or support of existing utilities; responsibility expense or delays by existing utilities requiring relocation or removal; well point dewatering; Relocation of IDOT CDOT traffic signal utility construction.

Respectfully,



James M Nolan
Unique Plumbing Co.

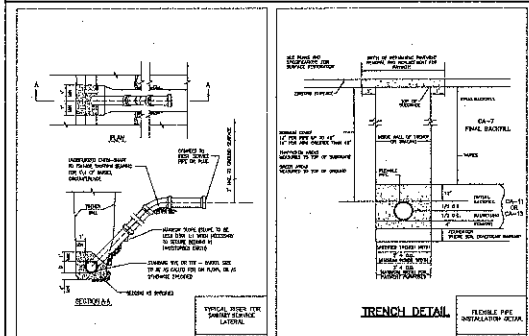


STORM SEWER SCHEDULE

- CONNECT TO EXISTING INLET AT ELEV. 601.13 (VERIFY IN FIELD)
- PROP. 18 FT STORM SEWER, PVC (SDR 26-ASTM D-2241 WITH D-3139 JOINTS), TYPE 1, 8" AT 1.00% GR.
- PROPOSED CATCH BASIN, T-C WITH T-1 FR. & C.L. - RIM=605.60, INV.=601.31
- PROP. 4 FT STORM SEWER, PVC (SDR 26-ASTM D-2241 WITH D-3139 JOINTS), TYPE 1, 6" AT 1.00% GR.
- CONNECT TO EXISTING 6" STORM SEWER INV.=605.35 (VERIFY IN FIELD)
- CONNECT EXISTING ROOF DOWNSPOUT TO PROPOSED CATCH BASIN AT INV.=601.40 WITH 4 FT STORM SEWER, PVC (SDR 26-ASTM D-2241 WITH D-3139 JOINTS), TYPE 1, 6" AT 1.00% GR.

SANITARY SEWER SCHEDULE

- CONNECT TO EXISTING 12" SANITARY SEWER AT INV.=593.16(4) PROVIDE 12"x6" PVC TEE.
- PROPOSED 14 FT 6" PVC (SDR 26) SANITARY SEWER RISER
- PROPOSED INSPECTION MANHOLE TYPE A, 4" DIA. W/1" FR. & C.L. RIM=605.50 INV.=598.01 (H) INV.=601.00 (S)
- PROPOSED 6 FT 8" PVC (SDR 26) SANITARY SEWER AT 8.33% GR.
- CONNECT TO EXISTING 6" SANITARY SEWER INV.=601.50 (VERIFY IN FIELD)



LEGEND

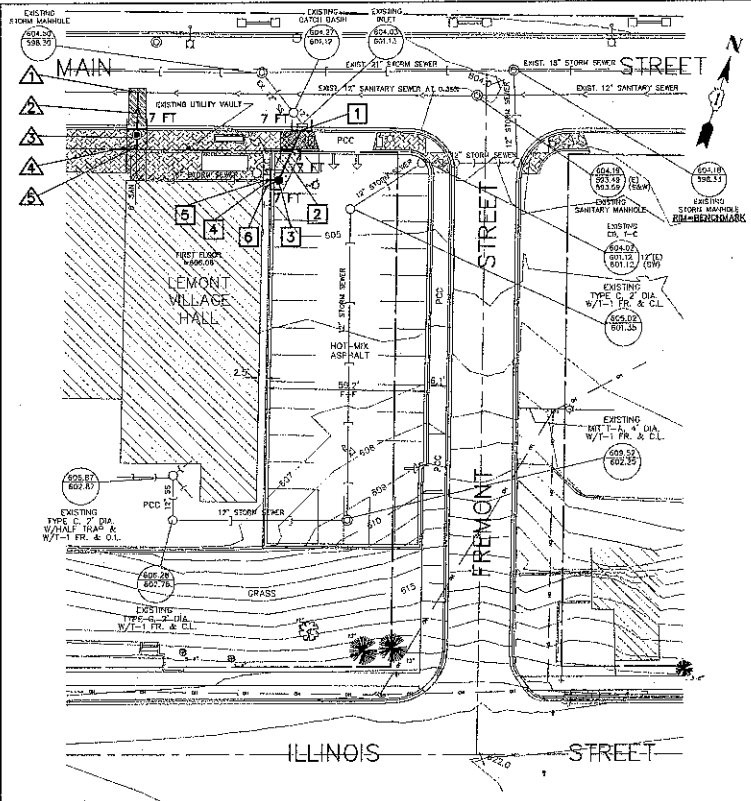
- Denotes CLASS D PATCHES, 4 INCH - AS DIRECTED
- Denotes CLASS O PATCHES, 12 INCH - AS DIRECTED
- Denotes PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH
- Denotes BRICK PAVEMENT REMOVE AND RESET
- Denotes COMBINATION CONCRETE CURB AND GUTTER, TYPE B-8-12 (SPOT REPAIR AS DIRECTED)

STANDARD SYMBOLS

- CENTER LINE
- PROPERTY LINE
- EXISTING CONDUITS
- FENCE
- TREES (O-N) EVERGREEN (E-N)
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- UTILITY POLE WITH STREET LIGHT
- EXISTING STREET LIGHT
- YARD LIGHT
- SIGN
- EXISTING PRE HIRANT
- EXISTING CATCH BASIN (A) ADJUST (O) RECONSTRUCT (O) FR.
- PROPOSED CATCH BASIN
- EXISTING MANHOLE (A) ADJUST (O) RECONSTRUCT (O) FR.
- PROPOSED MANHOLE
- EXISTING MANHOLE
- TOP OF MANHOLE ELEVATION
- SEWER FLOW LINE ELEVATION
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING GAS MAIN
- EXISTING CURB AND GUTTER

IMPORTANT!

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES INDICATED IN TITLE BLOCK.



Frank Novotny & Associates, Inc.
 Civil Engineers 630 Midway Drive • Willowbrook, IL • 06021 • Telephone: (630) 887-8840 • Fax: (630) 887-0132
 Illinois Professional Design Firm No. 184-000829

PROJECT

VILLAGE OF LEMONT, ILLINOIS
VILLAGE HALL SEWER CONNECTIONS

REVISIONS			
NO.	BY	DATE	DESCRIPTION

PLAN:
VILLAGE HALL STORM AND SANITARY SEWER CONNECTIONS
 CONSTRUCTION STANDARDS

PROJECT NO. 12324	SCALE 1"=20'	SHEET 2 OF 2
DRAWN/DESIGNED JFP/JLC	DATE SEPT., 2012	FILE
CHECKED/APPROVED JLC	FIELD BOOK NO.	SHEETS

Village Board

AGENDA MEMORANDUM

Item #

To: Mayor & Village Board

From: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer

Subject: 2012 Property Tax Levy Estimate

Date: October 22, 2012

BACKGROUND / HISTORY

As we prepare for the upcoming 2012 Tax Levy, we are required to administer the Property Tax Extension Limitation Law (PTELL), which is commonly referred to as "tax caps." The increase factor we must use is the lesser of the current Consumer Price Index or five percent. This year the CPI is .03 (3%). Because the state supplies the multiplier (a factor in the equation that produces the EAV), the EAV is not known until after the middle of the year in which the taxes are collected. The County Clerks then use a formula to compute a limiting rate that sets the upper limit of the Village's total tax rate. We can levy any amount of property taxes which would produce such a rate. If our levy exceeds the limiting rate, the county will reduce our levy.

The method we use to establish our levy is:

(Current aggregate extension) x (CPI factor) x (estimated new EAV as compared to prior EAV).

This would project as: \$2,689,691 x 1.03 x $\frac{600,781,044 + 3,083,570}{600,781,044}$ = 2012 Levy

\$2,689,691 x 1.03 x 1.005 = \$2,784,233

The Village will hold a public hearing on November 26, 2012 at 7:00 p.m. concerning the proposed levy. The will vote on the tax levy ordinance at the December 10, 2012 meeting.

ATTACHMENTS

New EAV Calculation Estimate

Detail of the final 2010 Levy and suggestions for the 2012 Levy

New EAV Calculation

NEW EAV CALCULATIONS		
2012 OCCUPANCY PERMITS ISSUED		
COMMERCIAL		
NEW BUSINESS		2,535,000
BUSINESS REMODEL		2,040,500
TOTAL COMMERCIAL PERMITS		4,575,500
ASSESSING FACTOR	X	<u>0.25</u>
TOTAL ASSESSED VALUE		1,183,875
RESIDENTIAL		
TOWNHOME / CONDO		2,573,955
NEW HOME		6,120,000
REMODEL / ADDITIONS / FIN BSMNTS		303,000
TOTAL RESIDENTIAL PERMITS		8,996,955
ASSESSING FACTOR	X	<u>0.10</u>
TOTAL ASSESSED VALUE		899,695
OTHER		
MISCELLANEOUS		<u>1,000,000</u>
TOTAL OTHER ASSESSED VALUE		1,000,000
TOTAL ESTIMATED ADDITIONAL EAV		3,083,570

Final 2011 Levy – Recommend 2012 Levy

	RATE	2011	2012
	CEILING	PTELL	Levy
		Extended	Estimate
Corporate	0.4375	1,378,191	1,307,100
Garbage	0.2000	0	0
Police Pension		502,252	515,000
I.M.R.F.		161,009	290,000
Street & Bridge	0.1400	125,563	125,000
Police Protection	0.6000	181,435	180,000
Civil Defense	0.0500	7,810	7,500
Social Security		60,078	87,133
Auditing		25,232	25,000
Liability Insurance		61,279	61,250
Street Lighting	0.0500	64,884	65,000
Crossing Guards	0.0200	7,810	7,500
Working Cash	0.0007	0	0
Worker's Compensation		114,148	113,750
		2,689,691	2,784,233