



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

VILLAGE BOARD MEETING

NOVEMBER 26, 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. OCTOBER 22, 2012 VILLAGE BOARD MEETING
 2. COMMITTEE OF THE WHOLE MINUTES
 - B. APPROVAL OF DISBURSEMENTS
 - C. ORDINANCE AMENDING TITLE 5 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO LIQUOR LICENSES (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
 - D. RESOLUTION APPROVING AMENDMENT TO STANDARD FORM OF AGREEMENT WITH WIGHT CONSTRUCTION, INC. (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
- IV. MAYOR'S REPORT
 - A. PUBLIC HEARING – 2012 PTELL CPI LEVY
 - B. PRESENTATION OF TRAFFIC SAFETY AWARD
 - C. RECOGNITION OF GARY BENDA RETIREMENT
 - D. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - B. ORDINANCES
 1. ORDINANCE GRANTING A SPECIAL USE TO ALLOW GROUP LIVING, NOT OTHERWISE DEFINED, AT 1 POVALISH COURT, IN LEMONT, IL (MAGNOLIA HOUSE) (PLANNING & ED)(STAPLETON)(BROWN/JONES)
 2. ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008 (UDO AMENDMENTS) (PLANNING & ED)(STAPLETON)(BROWN/JONES)

**3. ORDINANCE AUTHORIZING THE VACATION OF AN ALLY (MWRD)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**

C. RESOLUTIONS

**1. RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 316 CANAL STREET IN LEMONT, IL
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**

**2. RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN AND SITE IMPROVEMENT
GRANT FOR 110 MAIN STREET IN LEMONT, IL
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**

**3. RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH LEMONT
PARK DISTRICT
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**

**4. RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT WITH LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**

**5. RESOLUTION APPROVING MOTOR FUELS TAX FUNDS FOR HIGH ROAD LAFO
RESURFACING
(PUBLIC WORKS)(BLATZER)(PUKULA)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION (RC)

XIII. ACTION ON CLOSED SESSION ITEMS

**1. CONSIDERATION OF A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT
REGARDING CHESTNUT CROSSING RECAPTURE AGREEMENT.**

XIV. MOTION TO ADJOURN (RC)

**MINUTES
VILLAGE BOARD MEETING
October 22, 2012**

The regular meeting of the Lemont Village Board was held on Monday, October 22, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. September 24, 2012 Village Board Meeting.

B. Approval of Disbursements

C. Ordinance O-64-12 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-3 Liquor Licenses).

D. Ordinance O-65-12 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-4 Liquor Licenses).

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

IV. MAYOR'S REPORT

A. Mindflow Café will hold an open house on October 25th from 5-7 p.m.

B. Hair Clippers will hold an open house on October 27th from 10a.m. – 2p.m.

C. Municipal Compliance Report was presented by Village Administrator Ben Wehmeier.

D. Proclamation – Lead Poisoning Prevention Week upon Motion of Blatzer, seconded by Miklos to accept said proclamation. VV 5 ayes. Motion passed. Virgilio absent.

E. Audience Participation

V. CLERK'S REPORT

A. Correspondence

1. Attended the Municipal Clerks of Illinois Institute and Training week in Springfield from September 23-28.
2. Attended, along with the Village Board, the IML conference in Chicago this past weekend.
3. Will be attending a meeting on November 15th in Urbana with the MCI and the University of Illinois professor involved in classes for clerks.

B. Ordinances

1. **Ordinance O-66-12** Amending Title 17 of the Lemont Municipal Code, the Lemont Unified Development Ordinance of 2008 (Sign Code Amendments). Motion by Miklos, seconded by Chialdikas, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

C. Resolutions

1. **Resolution R-63-12** Approving Lease Amendment Agreement with Metropolitan Water Reclamation District of Greater Chicago (Safety Village).
Motion by Chialdikas, seconded by Miklos to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
2. **Resolution R-64-12** 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). Motion by Chialdikas, seconded by Blatzer, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
3. **Resolution R-65-12** 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. Motion by Blatzer, seconded by Sniegowski, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
4. **Resolution R-66-12** Authorizing Award of Contract – Village Hall Sewer Connections. Motion by Stapleton, seconded by Blatzer, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

A. VILLAGE ATTORNEY REPORT

B. VILLAGE ADMINISTRATOR REPORT

1. The method to establish our levy was described. There will be a meeting on November 26, 2012 at 7p.m. concerning the proposed levy. The Village Board will vote on the tax levy ordinance at the December 10th Village Board Meeting.

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Setting the Price of Real Estate, both purchase and sale, and Threatened Litigation. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

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 7:45 p.m. Voice vote: 5 ayes. Virgilio absent.

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

A Special Meeting of the Village of Lemont Committee of the Whole was held on Monday July 16, 2012 in the Lemont Police Department Training Room at 14600 127th St. in Lemont, Illinois.

CALL TO ORDER

Trustee Blatzer called the meeting to order at 7:00 p.m. after the regularly scheduled Village Board Meeting and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Rick Sniegowski, Jeanette Virgilio and Cliff Miklos. Mayor Reaves was absent

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

DISCUSSION ITEMS

Presentation from Keepataw Days Festival, Inc

The Keepataw Days Festival group gave a brief presentation on the upcoming Keepataw Days festival to take place Labor Day weekend. There is not much changing for the event. The main challenges for the event would be covering the costs of running the event, to include the cost of the officers and public works. There was limited discussion, as there wasn't much that would be changing with the event.

Discussion of St. Alphonsus Sign Variation

The owner of the property is requesting a variation from the UDO to allow an internally illuminated monument sign for the church. The sign is already up and externally laminated, but he would like the ability to turn on the sign from within. The Planning & Zoning Commission and staff have recommended a denial of the request. There was a good deal of discussion on the request. Some of the Trustees thought the internally lit sign looks better than the external one, and others were against internally signs altogether. The Mayor was absent but he would not be needed in a vote anyway since the P&Z recommended denial. For the item to pass it would need 4 of the 6 trustees approve the request. The item was part of an overall sign debate that will be rectified in a series of future meetings to further amend the sign code. Discussion was closed on the item; the item would be up for approval at a future meeting.

Discussion of Electronic Message Center (LED) Signs

Mr. Brown gave a presentation on the issue concerning electronic message signs. There are certain areas of town in which the signs are authorized as well as restrictions on size, movement of material and color. The Planning & Zoning Commission attempted to come up with a recommendation for changes to the code, but was unable to agree on what changes to make. There was considerable debate on the topic. After a lengthy debate, it was decided that another meeting would need to be called with the Village Board and the Planning & Zoning Commission to come up with guidelines that everyone can live with and doesn't bog down staff with constant variation requests. The meeting would be scheduled in the coming weeks. Discussion closed.

Discussion of on-Street Disabled Parking

A request that staff receives periodically is a disabled parking spot in front of their home. Currently there are a number of areas of town in which there is on-street parking that is labeled as disabled parking. There are no requirements or policies that govern these parking spaces. Staff will be coming up with policies and protocol on these requests in the coming months and tracked accordingly. Discussion closed.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Debby Blatzer adjourned the meeting at 9:00 PM

Committee of the Whole
August 20, 2012
6:00 p.m.

A Special Meeting of the Village of Lemont Committee of the Whole was held on Monday August 20, 2012 in the Lemont Police Department Training Room at 14600 127th St. in Lemont, Illinois. The meeting was a joint meeting with the Planning & Zoning Commission and Board of Trustees to discuss electronic message centers. The meeting was followed by the regularly scheduled Village Board Committee of the Whole Meeting.

CALL TO ORDER

Mayor Brian Reaves called the meeting to order at 6:00 p.m. and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Rick Sniegowski, Jeanette Virgilio, Debbie Blatzer and Cliff Miklos. In addition, members of the Planning & Zoning Commission were present.

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

DISCUSSION ITEMS

Discussion of Electronic Message Centers and Sign Illumination.

Ms Jones gave a presentation on electronic message signs and sign illumination for internally lit signage in the Village. The Village Board and the Planning & Zoning Commission met to discuss various aspects of the signage debate: Should the Village allow electronic message signs, if they are allowed where should they be, and finally what type of restrictions should be on the signs if they are allowed. There was much debate on the topic, but at the very least the majority of the officials in attendance said that electronic message signs should be allowed in the Village, but should be regulated to reduce their negative impacts. After much discussion, the Boards directed staff to come up with more examples of what other communities have implemented in code revisions for this topic. The joint committee would meet again at the next Committee of the Whole meeting. Discussion closed.

Strategic Plan Update

Craig Rapp, a consultant from Northern Illinois University gave a summarized presentation on the strategic plan the Village Board has been developing over the last several months. The discussion revolved around the process and gave a summary of the goals and objectives set. The majority of the content remained the same from previous meetings, with some clarification items. Staff would be working with Mr. Rapp over the coming months to finalize a plan and present formally to the Village Board.

Discussion of P/T Auxiliary Police

Mr. Stein gave a brief discussion of the recommended revisions to the municipal code regarding part time police officers. The changes would be made to reflect Illinois state Statutes. There was minimal discussion on the topic. The item would be up for approval at a future Board Meeting.

Discussion of Deck Variation for 3 Keepataw Lane

Robert Spsychalsk, owner of a residence at 3 Keepataw Lane is requesting a variation to reduce the side yard setback from 15 feet to 12 feet. The item was heard and recommended for approval by the zoning officer and was recommend by staff. There was minimal discussion on the topic; the item would be up for approval at a future board meeting.

Discussion of Glen Oaks Estates Amended Annexation Agreement

Mr. Brown gave a brief update on the Glen Oaks development. Staff and the developer are working out minor details, and the full amended agreement could be up for approval one of the coming Board Meetings. There was minimal discussion on the topic; the item will be up for approval at a future board meeting.

Discussion of Alley Vacation Request at 523 2nd Street

A resident at 523 2nd Street has requested the Village to vacate an alley along-side its property. The resident is aware that the Village will have to have the property appraised and that they will have to pay fair market value and associated engineering and legal fees. The Board was receptive of the request. Village staff and/or attorney would be contacting an appraisal firm to begin the work. Discussion closed.

Discussion of Lemont Plaza Subdivision

Lemont Plaza Partners, owner of 1052-1150 State Street is requesting a final plat of subdivision approval for the Lemont Plaza Shopping Center. The PCZ and staff recommend approval of the request. There was minimal discussion on the topic, and the Board was generally in favor of the request. The item would be up for approval at a future Board Meeting.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 9:30 PM

Committee of the Whole
September 17, 2012
7:00 p.m.

A Committee of the Whole Meeting of the Village Board was held on Monday September 17, 2012 in the Lemont Police Department Training Room at 14600 127th St. in Lemont, Illinois. The meeting was followed by a Joint Meeting with the Village Board and Planning & Zoning Commission to further discuss Electronic Message Centers and Sign Illumination

CALL TO ORDER

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

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

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

DISCUSSION ITEMS

Presentation of FY 2012 Audit

FY 2012 is the 2nd year Baker Tilly has been the Village's auditor and representatives from Baker Tilly were in attendance to give the audit presentation. This audit there were no material weaknesses found from the auditing firm. The minimal comments the firm had last fiscal year were either already addressed or will be addressed with the new software implementation. There was little discussion on the topic; the Village would once again apply for the audit award through GFOA. Discussion closed.

Discussion of Police Pension Actuarial

The Police Pension actuarial report was included for the Board's review. The Village is required to do its own actuarial report of the Police Pension Fund. The fund is approximately 70% funded, which is fairly high compared to other communities. At this time, there was no need to have the actuarial come out and present. If there were any questions, these could be addressed at a future Board Meeting.

Discussion of Covington Knolls Unit 1 – A Final Plat

Terry Woolums, on behalf of Farmingdale Development Company, doing business as Gallagher and Henry, has requested a final plat of subdivision approval for 12 lots along Overton Drive in Covington

Knolls. The Planning and Zoning Commission has recommended approval. There was minimal discussion on the topic; the item would be on the next Village Board Agenda.

Discussion of Electronic Message Centers and Sign Illumination

Mayor Reaves closed the regular Committee of the Whole Meeting and welcomed the Planning & Zoning Commission to the meeting to further discuss electronic message signs and signs with internal illumination. Mr. Brown gave a brief presentation of the sign issues in the past with respect to electronic message centers. The Planning & Zoning Commission recently held a public hearing on the topic and did not have enough direction to give a proper recommendation, so hence a joint meeting with the Village Board was needed. After a meeting the previous month, it was decided that Electronic message centers would be allowed with specific conditions: the EMC's would be part of a monument sign in which it is secondary to the primary sign, The Village would require a minimum separation between signs, there should be limitations on how fast the sign can move and that EMCs should be allowed in certain business districts. The movement discussion point gained approval at the message not changing in less than 7 seconds, most agreed. There was also a recommendation from the meeting that the electronic portion should be no bigger than 33% of the total sign. For location, the recommendation from the Committee is that they should be allowed in B3 zoned properties that is adjacent to an arterial roadway. Another recommendation is that they must be at least 250 feet from a residential lot. Another discussion point was the distance between LED signs. The recommendation from the committee would be that no sign shall be within 400 feet of another sign. It is currently 500 feet in the code. A last discussion point was the colors allowed in an electronic sign. It was decided that 2 colors would be allowed. The code revisions would be back in front of the Village Board for approval in the near future.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 9:15 PM

Committee of the Whole
October 15, 2012
7:00 p.m.

A Meeting of the Village of Lemont Committee of the Whole was held on Monday October 15, 2012 in the Lemont Police Department Training Room at 14600 127th St. in Lemont, Illinois.

CALL TO ORDER

Mayor Brian Reaves called the meeting to order at 7:00 p.m. after the regularly scheduled Village Board Meeting and acknowledged that the following were present:

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

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

DISCUSSION ITEMS

Discussion of Parking Ordinances (On-Street, Disabled Parking and Truck Parking)

Recently staff has brought up a concern about on street disabled parking. Currently there is an issue where spots were granted without Board authorization and that many of the spots no longer are needed but are still in place with signage. There are approximately 12 of these spots still in existence, and the Village receives requests on putting up new ones periodically. After much discussion it was decided that there would be a committee put together that would review all of the spots currently in existence and make recommendations on removing or keeping. In addition, the Committee would be responsible for reviewing new requests and make determinations on the need for the spaces.

Another topic of concern was truck parking on private parking. An ordinance was presented amending the UDO that would make it illegal to park certain trucks on property not zoned accordingly for longer than 1 hour. It would be the property owner's responsibility to have the vehicle towed. There was not much discussion on the topic. The ordinance would be up for approval at a future Board Meeting. Discussion closed.

Discussion of Common Metering and Fees

Mr. Pukula brought up requirement for individual metering for town home units. Currently there is no ordinance that prohibits common metering for town home units. Most developers have individually metered the units, but recently MI homes have not separated the meters. If the meters are not separate, it restricts the Village's ability to shut off individual units in times of leaks, or lack of payment. The Village Attorney was directed to draft an ordinance requiring individual metering. Discussion closed.

Discussion of IGA with Lemont Park District

Based on on-going discussions with the Park District, there is a desire by both parties to enter into an IGA for purposes of providing the Police Department the authority to enforce all Village and Park District rules on their property. Under this agreement, the Village could also enforce regulations outside the Village's jurisdiction, including Bamberick Park. The Board thought this was a positive relationship to enter into with the Park District. There was little discussion on the topic besides an indemnification issue that both sides' legal staff would have to agree upon; the item would be up for approval at a future meeting. Discussion closed.

Discussion of MWRD Issues

There was a discussion on three MWRD issues: The Alley vacation request of property located along Stephen Street, the lease for Safety Village, and the Lease for the Heritage Recreational Area. The Village has a positive relationship with MWRD and these items should be of little concern for the Village. There was no more discussion on the topic. The items would be up for approval at future meetings.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 9:30 PM

Committee of the Whole

November 19, 2012

7:00 p.m.

A Meeting of the Village of Lemont Committee of the Whole was held on Monday November 19, 2012 in the Lemont Police Department Training Room at 14600 127th St. in Lemont, Illinois.

CALL TO ORDER

Mayor Brian Reaves called the meeting to order at 7:00 p.m. after the regularly scheduled Village Board Meeting and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Rick Sniegowski, Debbie Blatzer and Cliff Miklos. Trustee Virgillio was absent

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

DISCUSSION ITEMS

Magnolia House, 1 Povalish Court

Timberline Behavioral LLC, has requested a special use for group living, to operate a six bed supportive living environment. The request is for an addition onto the existing facility. The Planning and Zoning Commission recommended approval with the following conditions: the special use is limited to the current owner/operator, the special use shall include the Magnolia House resident rules of conduct, and that parking shall be provided for on the main Timberline property. The Board was in support of the request; the item would be in front of the Village Board in the near future. Discussion closed.

Kettering (Glen Oaks Estates) Amended Annexation Agreement

Staff wanted to give an update on the Glen Oaks subdivision while final details are still be ironed out between staff and the developer. The developer would like to change the name of the development to Kettering, and there are other small details still being figured out. The agreement will be in front of the Village Board in the coming months. The agreement will not be coming back in front of the Committee of the Whole, but instead will be going directly to the Village Board. The Board had no issues with the agreement. Discussion closed.

Landmark Nomination for St. Matthews Church

The Historic Commission conducted a public hearing for the landmark nomination of St Matthews Church at 301 Lemont Street. The church has agreed to this designation. The Board was fine with the designation as long as the Church agreed to it. The item would be in front of the Village Board at a future meeting. Discussion closed.

Façade Grants – Sweetwater Deli and Otto Brandt Wines

There were two façade grant applications for Sweetwater Deli and Otto Brandt Wines. Both are for minor exterior improvements. (1855 for awnings at Sweetwater Deli, and 1201.90 for a sign at Otto Brandt Wines). There was no issue with the requests. The items will be up in front of the Village Board at the next Board Meeting.

Rezoning of SE Corner, 131st and Parker Rd (Paradise Park)

In 2008 the Village Board approved a PUD, annexation and rezoning to R-5 with special use for an assisted living facility at the corner of 131st and Parker. Staff feels it is prudent at this time to rezone the property to a zoning category more similar to existing development in the area. The goal of the rezoning is to give notice to any future owner of the entitlements on the property, not to infringe on the current owner's zoning. If the current owner still wants to develop in consistency with the approved plans that would be fine. After the item went in front of the Planning and Zoning Commission, the owner of the property sent a letter to the Village expressing displeasure with the rezoning. The Board directed staff to work with the developer to amend and extend the annexation agreement for the current use. When there is another update on the project, the item will come back in front of the Village Board. Discussion closed.

UDO Amendments – Sign Amendments and Other Amendments

There were several minor amendments to the UDO Mr. Brown went over at the meeting. The current round of amendments includes minor landscaping changes for the M districts, architectural standards and anti-monotony provisions, and other minor changes to the DD district. The Board did not have any issues with the requests. Discussion closed.

FY 12.13 Six Month Budget Review

Mr. Wehmeier went over the six month budget review. For the most part, the budget is looking good compared to the initial budget projects. Sales tax and franchise revenue is up slightly, income tax is looking good, and building permits are up. Most expenditures are staying in line with exception to a few minor exceptions. There was minimal discussion on the budget. There will be a budget amendment in front of the Board at a future meeting. Discussion closed.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 8:15 PM

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 3M				2100.42	
	TP72344	40-00-60900	SIGN MATERIAL		1734.75
	TP72345	40-00-60900	SIGN MATERIAL		365.67
01 ACCURINT				78.50	
	20121031	10-20-60110	SEARCHES		78.50
01 AVAYA FINANCIAL SERVICES				918.81	
	22361580	10-90-70100	PHONE SYS CONTRAC		918.81
01 AIRGAS USA, LLC				17.10	
	9905207489	10-17-57000	CYLINDER RENTAL		17.10
01 AFTERMATH INC				620.00	
	JC20-1023	10-35-57515	CLEAN UP		155.00
	JC20-1030	10-35-57515	CLEAN UP		155.00
	JC20-1031	10-35-57515	CLEAN UP		155.00
	JC20-1041	10-35-57515	CLEAN UP		155.00
01 APPLIED ECOLOGICAL SERVICES, I				3452.90	
	24604	10-90-60601	IEPA 319-LONG RN		2360.10
	24755	10-90-60601	IEPA 319-LONG RN		1092.80
01 ARTHUR PETERSON INC				280.60	
	12-10-31	10-15-60900	VARIOUS		201.33
	12-10-31	10-25-57650	CHAIN - 10990 ARC		25.08
	12-10-31	10-35-61000	BULBS - 416 MAIN		6.38
	12-10-31	10-53-60110	PADLOCK, KEYS		47.81
01 AMERICAN PUBLIC WORKS ASSN				628.00	
	12-11-08	10-15-52200	2/2013-1/2014		628.00
01 ASHLAND INC				278.88	
	130107456	10-17-61100	PARTS		278.88
01 AT&T U-VERSE				85.00	
	12-10-31	13-00-70100	CS INTERNET		85.00
01 AVALON PETROLEUM COMPANY				3108.29	
	472739	10-17-61500	1003 GALS UNL		3108.29
01 A&W AUTO, TRUCK & TRAILER				112.85	
	32213	10-17-61100	TRAILER LOCKS		112.85
01 AIR 1 WIRELESS, INC.				109.21	
	5777	10-90-53900	ACCESSORY		19.99
	5830	10-90-53900	ACCESSORY		29.74
	5832	10-90-53900	ACCESSORY		29.74
	5834	10-90-53900	ACCESSORY		29.74
01 AMERICAN WATER WORKS ASSN				325.00	
	7000572306	22-05-52200	2/1/13-1/31/14 DU		325.00
01 AZAVAR				2343.63	
	9095	45-00-56600	CONT. PMT.		2343.63
01 BRISTOL HOSE & FITTING				229.02	
	00310532	10-17-61100	PARTS		229.02
01 BLATZER, DEBRA A				534.79	
	12-11-20	10-05-52100	10/18 CONFERENCE		534.79
01 SUSAN M. BRUCE				49.21	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
	12-11-14	10-00-28060		JEWEL-REFRESHMENT	49.21
01 BATTERY SERVICE CORPORATION				240.40	
227448		10-17-61100		PARTS	229.50
227635		10-17-61100		BATTERIES	10.90
01 BUXTON COMPANY				1250.00	
034106		10-90-56600		SCOUT PGM	1250.00
01 CALL ONE				1428.92	
12-11-15		10-90-53900		LOCAL & L.D.	1428.92
01 COMCAST CABLE				467.57	
12/11-2700		10-35-57515		CABLE/INTERNET	231.55
12/11-9805		80-00-70100		V.H. CABLE/INTERN	236.02
01 CONCRETE CLINIC				99.89	
2836		10-15-60900		PKG GARAGE-CAULK,	64.73
2838		10-15-60900		caulk, etc	35.16
01 CCP INDUSTRIES INC				182.99	
IN00994088		10-15-60900		JANITORIAL	182.99
01 CDW GOVERNMENT LLC				48.42	
S647988		13-00-70100		ADAPTER	48.42
01 COMED				9332.84	
12-10-0007		10-15-53000		TALCOTT, E OF STE	161.70
12-10-4052		10-15-53000		STEPHEN ST/RIVER	125.23
12-10-7033		10-15-53000		BELL RD, MAIN ST	187.55
12-10-8014		10-15-53000		ILLINOIS, E OF ST	36.64
12-11-2027		40-00-53000		ROLLING MDW DR	8781.01
12/11-0229		10-15-53000		ATHEN KNOLL	24.98
12/11-3016		10-15-53000		HOUSTON 1 N SCHUL	15.73
01 CITY ELECTRIC SUPPLY CO - MA				948.71	
ROM/000632		40-00-60900		LIGHT PARTS	73.94
ROM/017757		40-00-60900		LIGHT PARTS	874.77
01 CHASE				6828.50	
100212-110112		10-05-52100		WCGL, IML	397.48
100212-110112		10-10-52100		ICMA, IML, UW	1135.84
100212-110112		10-10-52200		AFI - 11/1/12-10/	1825.00
100212-110112		10-10-60100		DOMAIN NAME RENEW	98.96
100212-110112		10-20-52100		SD CHIEF, BOOKS	1789.10
100212-110112		10-20-52700		K9 SUPPLIES	55.17
100212-110112		10-20-60100		TARGET, OFFICE MA	262.41
100212-110112		10-35-61015		MENARDS	32.95
100212-110112		10-90-53900		AT&T-PW CELL PHON	1177.39
100212-110112		10-90-60601		EMMA SUBSCR	15.00
100212-110112		10-20-60110		WALMART-SD CARD	39.20
01 CASTLETOWN HOMES INC				1067.00	
12-07-29		10-00-28500		12942 WATERFORD D	570.00
12-07-29		22-10-57050		12942 WATERFORD D	497.00
01 CASE LOTS INC				621.25	
044191		10-35-61000		JANITORIAL	130.53
044191		10-35-61010		JANITORIAL	104.62

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	044220	10-35-57515	JANITORIAL SUPPLI	386.10	
01 COURTNEY'S SAFETY LANE				32.00	
052883	10-17-57000	SAFETY INSPECTION		32.00	
01 CONSTELLATION				3331.32	
7835610	10-15-53000	STEPHEN ST 1 N		20.13	
7835613	10-15-53000	RTE 25		1997.72	
7835615	10-15-53000	164 E PEIFFER		159.65	
7835735	10-15-53000	STEPHEN ST		374.10	
7835779	10-15-53000	ED BOSSERT DR		18.06	
7853518	10-15-53000	44 STEPHEN		47.08	
7853523	10-15-53000	411 SINGER		251.05	
7887874	10-15-53000	55 STEPHEN		123.02	
7887875	10-15-53000	O N NEW, 101 MAIN		308.50	
7888552	10-15-53000	47 STEPHEN		32.01	
01 CAREY C COSENTINO, PC				1500.00	
12-11-19	10-90-56430	NOV 12 SVC		1500.00	
01 CHICAGO PARTS SOUND, LLC				62.28	
485147	10-17-61100	PARTS		27.82	
486234	10-17-61100	PARTS		34.46	
01 CIRCLE TRACTOR				267.44	
01-22316	10-17-61100	PARTS		267.44	
01 DUSTCATCHERS, INC.				45.38	
50380	10-35-57500	FLOOR MATS		42.28	
549954	10-35-57515	CARPET MATS		3.10	
01 EMERGENCY VEHICLE TECHNOLOGIES				90.00	
2200	10-20-57000	REPAIR ANTENNA		90.00	
01 FACTORY MOTOR PARTS CO				386.56	
50-536463	10-17-61100	PARTS		124.88	
50-539703	10-17-61100	PARTS		261.68	
01 FRED PRYOR SEMINARS				199.00	
13878012	10-20-52100	M GRACIA		199.00	
01 GALLS, LLC				29.99	
000140825	10-20-61400	CLIPBOARD		29.99	
01 GALICA, JOE				400.00	
12-11-19	10-53-58000	HOMH-12 WAGON RID		400.00	
01 GERARD, JACK				300.00	
12-11-15	10-53-58000	HOMH-12 ICE SCULP		300.00	
01 GLOBALCOM INC				1454.28	
11684270	10-90-53900	LOCAL & L.D.		1454.28	
01 GUARANTEED TECH SERV & CONSULT				15006.30	
2010341	80-00-70100	IT SUPPORT		2465.00	
2010369	80-00-70100	IT SUPPORT		546.25	
2010525	80-00-70100	IT SUPPORT		1220.00	
2010525	13-00-70100	IT SUPPORT		2235.00	
2010569	80-00-70100	IT SUPPORT		3303.82	
2010687	13-00-70100	IT SUPPORT		1835.99	
2010713	80-00-70100	IT SUPPORT		1127.74	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
	2010713	13-00-70100		IT SUPPORT	2272.50
01 HOMER INDUSTRIES LLC				400.00	
	S50523	10-15-52900		LEAVES	50.00
	S50539	10-15-52900		LEAVES	350.00
01 INTERNATIONAL CODE COUNCIL, IN				125.00	
	2918560	10-25-52200		12/1/12-11/30/13	125.00
01 ILLINOIS DEPT OF AGRICULTURE				95.00	
	2013	10-15-52100		PEST CTRL LICENSE	95.00
01 ILLINOIS FIRE & POLICE				375.00	
	12-10-01	10-50-52200		2013 DUES	375.00
01 INKWELL LTD				149.45	
	59567	10-20-60100		INK	149.45
01 IRMA				4253.91	
	12-11-13	10-20-53200		OCT 12	4253.91
01 IMPERIAL SERVICE SYSTEMS, INC				1689.00	
	62175	10-35-57500		CLEANING	656.00
	62175	10-35-57505		CLEANING	34.00
	62175	75-00-57350		CLEANING	34.00
	62175	72-00-57000		CLEANING	34.00
	62175	10-35-57515		CLEANING	931.00
01 ILLINOIS TAX INCREMENT ASSOCIA				375.00	
	672213	10-05-52200		7/1/12-6/30/13	375.00
01 JAY M. HEAP & ASSOCIATES. LTD				5000.00	
	12-06-15	45-20-517300		MCCARTHY RD PROJ	5000.00
01 JOHNSON DEPP & QUISENBERRY INC				2710.25	
	12-10-31(1)	10-90-56600		BROWNFIELDS PROJ	1466.25
	12-10-31(2)	10-61-56600		OAN CONSULT	1244.00
01 HEATHER KNIES				75.00	
	12-11-13	10-00-28060		INSTRUCTOR	75.00
01 LEMONT-BROMBEREK DIST 113				1848.00	
	12-11-20	13-00-70700		LEGAL FEES-LEASE	1848.00
01 LINA EMBROIDERY				53.00	
	12-11-15	10-20-61400		EMBROIDERY	53.00
01 LUBE MASTER/SOFTWAY CAR WASH				17.00	
	12-11-03	10-20-57000		2 WASHES	17.00
01 LANGE'S WOODLAND FLOWERS				86.50	
	12-10-31	10-20-60100		FUNERAL, PLANT	86.50
01 MACKE WATER SYSTEMS INC				79.90	
	776114	10-10-60100		12/1/12-1/31/13 R	79.90
01 MENARD'S				571.70	
	6676	10-15-60900		2 CYCLE OIL	35.70
	7257	10-15-60900		CHRISTMAS LIGHTS	251.37
	7262	10-15-60900		RETD CHRMS LIGHTS	251.37
	7265	10-15-60900		CHRISTMAS LIGHTS	536.00
01 MERCED CONSULTING INC				1000.00	
	120583	10-00-28200		R-1090 STATE ST	1000.00
01 MONROE TRUCK EQUIPMENT				962.30	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	295626	10-17-61100	PARTS	768.66	
	295627	10-17-61100	PARTS	193.64	
01 METROPOLITAN WATER RECLAMATION				2167.00	
P00005031002		10-15-57400	SALT STORAGE		2167.00
01 NICOR GAS				164.88	
	12/1-2000 8	22-10-54150	KEEPATAW TRAILS	34.70	
	12/11-00430	22-10-54150	RUFFLED FTHRS	79.79	
	12/11-1000 5	22-10-54150	CHESTNUT CROSSING	25.16	
	12/11-2000 6	22-10-54150	OAK TREE LN	24.03	
	12/11-2000 8	22-10-54150	HARPERS GROVE BAL	.03	
	12/11-4722 3	22-10-54150	EAGLE RIDGE BAL D	1.17	
01 NEW WORLD SYSTEMS CORPORATION				3052.82	
	023696	13-00-70100	SOFTWARE TRAINING	1674.65	
	023965	13-00-70100	SOFTWARE TRAINING	1378.17	
01 OLDE ENGLISH GARDENS LLC				75.00	
	2843	10-25-57650	MOWING		75.00
01 OFFICEMAX INCORPORATED				76.37	
	273754	10-10-60100	COPY PAPER, ETC	70.08	
	321458	10-10-60100	RETD WRONG ITEM	61.64	
	321573	10-10-60100	COPY PAPER, ETC	67.93	
01 PITNEY BOWES				636.00	
	4026308-NV12	10-10-52300	METER RENTAL		636.00
01 PECINA, DONNA				59.18	
	12-11-19	10-10-60100	OFFICE MAX, JOANN		59.18
01 PORTABLE JOHN INC				30.24	
	A-181930	10-53-58500	FMKT-12 TOLIET		30.24
01 PUCKERVILLE FARMS				42.00	
	12-10-20	10-53-58000	HALH-12 STRAW BAL		42.00
01 RADAR MAN INC				769.52	
	1729	10-20-57000	RADAR REPAIRS		769.52
01 ROYAL PLUMBING INC				517.00	
	29213	22-05-56700	RPZ		517.00
01 STRICTLY BOARD-UP INC				590.00	
	6608	10-25-57650	735 CZACKI		590.00
01 SOUTHWEST CENTRAL DISPATCH				48413.08	
	12-10-20	10-20-53800	NOV 12 ASSESSMENT	24206.54	
	12-11-20	10-20-53800	DEC 12 ASSESSMENT	24206.54	
01 SOUTHWEST DIGITAL PRINTING				23.99	
	11-0039MR	80-00-70100	PLOTTER MAINT		23.99
01 KEVIN SHAUGHNESSY				558.79	
	12-10-18	10-20-52100	SD CHIEF'S CONF		558.79
01 SUBURBAN LIFE PUBLICATIONS				199.52	
	587688	10-30-52400	ST. MATTHEW LNDMR		199.52
01 CHARLENE SMOLLEN				347.53	
	12-11-16	10-05-52100	MCI MEETING		347.53
01 STATE FIRE MARSHALL				100.00	
	9485170	10-35-57500	BOILER FEES		100.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 SOSIN & ARNOLD, LTD. 77587		10-90-56420	OCT 12 SVC	1000.00	1000.00
01 SPARKLES ENTERTAINMENT, INC 1212012LMT 1212012LMT-2		10-53-58000 10-53-58000	HOMH-12 SANTA HOMH-12 FACEPAINT	1100.00	300.00 800.00
01 SUBURBAN LIFE MEDIA 585743 587541 589449 591127 592747 593793		10-10-52450 10-10-52450 10-10-52450 10-10-52450 10-10-52450 10-10-52450	COMMUNITY CORNER COMMUNITY CORNER COMMUNITY CORNER COMMUNITY CORNER COMMUNITY CORNER CDBG NOTICE	1825.00	320.00 320.00 320.00 320.00 320.00 225.00
01 TOSHIBA FINANCIAL SERVICES 57921990		10-15-57000	COPIER LEASE	360.01	360.01
01 THOMPSON ELEVATOR INSPECTION S 12-3734 12-3735		10-35-57500 72-00-57000	ANNUAL ANNUAL-2	450.00	150.00 300.00
01 TOSHIBA FINANCIAL SERVICES 215815234		10-20-70200	COPIER CONTRACT	291.20	291.20
01 TEE JAY SERVICE CO 108334		10-35-57515	FRONT ENTRANCE	196.00	196.00
01 TKB ASSOCIATES INC 9938		80-00-70100	SCANNERS	850.00	850.00
01 TRI-RIVER POLICE TRAINING REGI 3408		10-20-52100	DEPOSIT-2 OFFICER	800.00	800.00
01 TRESSLER, LLP 314376/78/86 314376/78/86 314376/78/86		10-90-56410 33-00-56600 34-00-56600	OCT 12 OCT 12 OCT 12	10581.00	8763.00 1344.00 474.00
01 TERMINAL SUPPLY CO 79487-00 79487-00		10-17-61100 10-17-61300	PARTS, SUPPLIES HDWE	351.68	311.28 40.40
01 UNIFIRST CORPORATION 062 0020693		10-17-57000	SHOP TOWELS	47.17	47.17
01 ULINE 47375186		10-20-61200	BAGS	61.00	61.00
01 VERIZON WIRELESS 2823706254		10-90-53900	P.D./P.W. CELL PH	346.52	346.52
01 WASTE MANAGEMENT 4566652-2007-9		10-15-52900	OCT 12 SVC	24.00	24.00
01 WATER RESOURCES INC 27472 27495A		22-05-70200 22-05-70200	WATER METERS WATER METERS	4646.75	2993.95 1652.80
01 ZEE MEDICAL INC 0100580832		10-15-61200	FIRST AID CABINET	51.96	51.96

** TOTAL CHECKS TO BE ISSUED 161564.47

FUND	AMOUNT
GENERAL FUND	112903.52
VILLAGE HALL IMPROVEMENTS	11377.73
WATER & SEWER FUND	6150.63
GATEWAY PROPERTY ACQUISITION	1344.00
GATEWAY T.I.F.	474.00
MOTOR FUEL TAX	11830.14
ROAD IMPROVEMENT FUND	7343.63
PARKING GARAGE FUND	334.00
PARKING LOT FUND	34.00
GENERAL CAPITAL IMPROVEMENTS	9772.82
*** GRAND TOTAL ***	161564.47

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 A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
 =====

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 AT&T MIDWEST 511	CR#161715	11/19/12 13-00-70100	68753 VH CONSTR CONTRAC	7300.88	7300.88
01 ILLINOIS STATE POLICE 511	381209729	11/26/12 10-20-60110	68755 SOR-M FEZEKAS	30.00	30.00
01 ILLINOIS STATE POLICE 511	381209795	11/26/12 10-20-60110	68756 SOR-T UDVAR	30.00	30.00
01 ILLINOIS STATE POLICE 511	381202669	11/26/12 10-20-60110	68757 SOR-H HALFORD	20.00	20.00
01 ILLINOIS STATE POLICE 511	381208715	11/26/12 10-20-60110	68758 SOR-J LEFEVERS	20.00	20.00
01 LOCIS 511	12-11-16	11/19/12 13-00-70100	68754 UB DATA CONV	1500.00	1500.00
01 OFFICE OF ILLINOIS ATTORNEY 511	381209729	11/26/12 10-20-60110	68759 SOR-M FEZEKAS	30.00	30.00
01 OFFICE OF ILLINOIS ATTORNEY 511	381209795	11/26/12 10-20-60110	68760 SOR-T UDVAR	30.00	30.00
01 TREASURER, STATE OF ILLINOIS 511	381209729	11/26/12 10-20-60110	68761 SOR-M FEZEKAS	10.00	10.00
01 TREASURER, STATE OF ILLINOIS 511	381209795	11/26/12 10-20-60110	68762 SOR-T UDVAR	10.00	10.00

** TOTAL MANUAL CHECKS REGISTERED

8980.88

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
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PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
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REPORT SUMMARY
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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	161564.47	8980.88	170545.35
TOTAL CASH	161564.47	8980.88	170545.35

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	112903.52	180.00	113083.52
13	11377.73	8800.88	20178.61
22	6150.63	.00	6150.63
33	1344.00	.00	1344.00
34	474.00	.00	474.00
40	11830.14	.00	11830.14
45	7343.63	.00	7343.63
72	334.00	.00	334.00
75	34.00	.00	34.00
80	9772.82	.00	9772.82
TOTAL DISTR	161564.47	8980.88	170545.35

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 AMALGAMATED BANK OF CHICAGO				2104844.65	
	12-12-01 2355	23-00-82101	ISSUE 2355	275000.00	
	12-12-01 2355	23-00-82102	ISSUE 2355	19705.00	
	12-12-01 2386	23-00-82205	ISSUE 2386	190000.00	
	12-12-01 2386	23-00-82210	ISSUE 2386	14477.50	
	12-12-01 2387	14-00-82530	ISSUE 2387	70000.00	
	12-12-01 2387	14-00-82540	ISSUE 2387	23886.25	
	12-12-01 2438	17-11-82425	ISSUE 2387	495000.00	
	12-12-01 2438	17-11-82430	ISSUE 2387	35306.25	
	12-12-01 2914	30-11-82301	ISSUE 2914	105000.00	
	12-12-01 2914	30-11-82302	ISSUE 2914	52812.50	
	12-12-01 3079	14-00-82560	ISSUE 3079	147880.00	
	12-12-01 3079	14-00-82550	ISSUE 3079	205000.00	
	12-12-01 3109	14-00-82570	ISSUE 3109	60000.00	
	12-12-01 3109	14-00-82580	ISSUE 3109	35755.00	
	12-12-01 3373	35-00-82314	ISSUE 4131	35650.00	
	12-12-01 3373	35-00-82313	ISSUE 4131	70000.00	
	12-12-01 4131	30-11-82304	ISSUE 4131	34415.00	
	12-12-01 4131	30-11-82303	ISSUE 4131	45000.00	
	12-12-01 4427	23-00-82202	ISSUE 4427	176131.25	
	12-12-01 4984	23-00-82310	ISSUE 4984	13825.90	
01 ADVANTAGE CHEVROLET				511.63	
	67816	10-17-61100	PARTS	206.00	
	67817	10-17-61100	PARTS	140.27	
	68145	10-17-61100	PARTS	165.36	
01 AMAUDIT				561.84	
	752	22-05-54400	GAS CONTINGENCY	65.28	
	752	10-90-53900	PHONE CONTINGENCY	466.17	
	752	10-15-53000	ELEC CONTINGENCY	30.39	
01 AMEREN ENERGY MARKETING				15884.29	
	9085312101	22-10-54150	OCT 12	14571.27	
	9085312101	22-05-54400	OCT 12	845.12	
	9085312101	72-00-57450	OCT 12	467.90	
01 ARGIANAS & ASSOCIATES, INC.				2500.00	
	28681	10-90-56000	PIN 22-22-100-001	2500.00	
01 AT&T				1063.34	
	63024304481012	22-10-54150	CHESTNUT CROSSING	47.10	
	63024304591012	22-10-54150	OAK TREE LN	48.56	
	63024312301012	22-10-54150	EAGLE RIDGE	49.78	
	63024314681012	72-00-57000	PG INTERNET	115.95	
	63024316091012	22-10-54150	TARGET-KOHL'S	48.27	
	63024317391012	22-05-54400	WELL #6	125.23	
	63025704361012	22-10-54150	GLENS OF CONNEMAR	148.77	
	63025715981012	10-90-53900	P.D. PHONE SVC 9/	149.12	
	63025719821012	22-10-54150	RUFFLED FTHRS	44.74	
	63025722901012	22-05-54400	WELL #3	108.90	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	63025752711012	22-10-54150	HARPERS GROVE	46.66	
	63025759361012	22-05-54400	WELL #4	48.91	
	63025764211012	22-05-54400	WELL #5	36.99	
	63025795391012	22-10-54150	KEEPATAW TRAILS	44.36	
01 AVALON PETROLEUM COMPANY				15787.59	
	013537	10-17-61500	600 GALS DSL	2238.00	
	547984	10-17-61500	1030 GALS UNL	3151.80	
	549304	10-17-61500	1017 GALS UNL	3513.74	
	549305	10-17-61500	1100 GALS UNL	3800.50	
	549307	10-17-61500	1011 GALS UNL	3083.55	
01 AVAYA INC				360.42	
	2732209522	10-90-53900	PHONE SYSTEM	360.42	
01 BALLARD, THOMAS				95.28	
	12-10-18	10-60-52100	SPRINGFIELD CONF	95.28	
01 BRISTOL HOSE & FITTING				590.64	
	00309186	10-17-61100	PARTS	353.81	
	00309462	10-17-61100	PARTS	133.54	
	00309465	10-17-61100	PARTS	103.29	
01 B & H PHOTO				3219.95	
	64618133	10-70-70200	CH 6 VIDEO EQUIP.	3219.95	
01 JAMES BROWN				102.43	
	12-10-31	10-30-52400	PUBLIC NOTICE SIG	102.43	
01 BATTERY SERVICE CORPORATION				274.95	
	227251	10-17-61100	BATTERIES	99.95	
	227270	10-17-61100	BATTERIES	175.00	
01 COMCAST CABLE				623.76	
	10-10-9805	80-00-70100	VH CABLE/INTERNET	228.01	
	12-10-0768	80-00-70100	CS INTERNET	205.26	
	12-10-8896	10-90-53900	P.W. CABLE/INTERN	190.49	
01 CLOSED CIRCUIT INNOVATIONS				730.00	
	5108	80-00-70100	VH SECURITY CAMER	205.00	
	5108	72-00-57000	PG SECURITY CAMER	200.00	
	5108	75-00-57000	MS SECURITY CAMER	325.00	
01 COOK COUNTY TREASURER				724.50	
	2012-3	40-00-60900	SIGNAL MAINT	724.50	
01 CINTAS DOCUMENT MANAGEMENT				226.54	
	DD25166230	10-35-57515	DOCUMENT SHREDDIN	163.97	
	DD25166928	10-10-60100	DOCUMENT SHREDDIN	62.57	
01 CDW GOVERNMENT LLC				2829.75	
	S440364	13-00-70100	MICR CHECK PRNTR	2064.52	
	S457865	13-00-70100	CABLE - RCPT PRNT	99.91	
	S521639	13-00-70100	MICR RECEIPT PRNT	665.32	
01 COMED				4789.39	
	12-10-0080	10-90-56600	AGGREGATION REPOR	387.00	
	12-10-2063	10-15-53000	KA STEEL BIKE PAT	24.51	
	12/10-2027	40-00-53000	6235062027	4377.88	
01 CELINA'S FRESH MARKET				325.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12-10-23	10-20-60701	HEROIN SUMMIT LUN	325.00	
01 C.E.S.	ROM/017690	40-00-60900	LIGHT PARTS	70.44	70.44
01 CHIPAIN'S FINER FOODS	12-11-01	10-10-60100	COFFEE CREAMER	7.47	7.47
01 PAUL CHIALDIKAS	12-10-25	10-05-52100	IML CONFERENCE	274.70	274.70
01 CHICAGO MATERIALS CORP.	90201MB	40-00-60900	BLACKTOP-CZACKI	5515.10	5105.61
	90217MB	40-00-60900	BLACKTOP-CZACKI		409.49
01 CHICAGO STREET CCDD	6442	22-05-54300	1005 WARNER AVE	410.00	410.00
01 CHICAGO INTERNATIONAL TRUCKS				221.71	
	13033390	10-17-61100	PARTS		48.85
	13034597	10-17-61100	PARTS		83.06
	13034857	10-17-61100	PARTS		89.80
01 CIT GROUP INC	J164390	10-17-61100	PARTS	91.85	91.85
01 CASE LOTS INC	043705	10-35-61015	JANITORIAL	160.45	160.45
01 CHICAGO PARTS SOUND, LLC				369.95	
	480581	10-17-61100	PARTS		131.83
	480790	10-17-57000	REPAIR		135.00
	481135	10-17-61100	CORE RETURN		30.00
	483018	10-17-61100	PARTS		133.12
01 CUMMINGS, ROGER	12-10-19	22-00-40010	REFUND OVERPMT	102.92	102.92
01 DUSTCATCHERS, INC.				146.46	
	48677	10-35-57500	FLOOR MATS		42.28
	49498	10-35-57500	CARPET MATS		42.28
	49499	10-35-57515	CARPET MATS		61.90
01 EJ USA, INC.				940.57	
	3545944	22-10-60650	PARTS		278.79
	3549800	22-05-60850	PARTS		661.78
01 ENVIRO-TEST INC.	12-129250	22-05-56700	SAMPLES	224.00	224.00
01 EMERGENCY VEHICLE TECHNOLOGIES				466.78	
	1911	10-20-57000	02-1 SIREN REPAIR		376.78
	2165	10-20-57000	09-4 ANTENNA REPL		90.00
01 EXCEL WINDOWS, INC.	120825	10-00-28200	R-1301 EAGLE CRES	1000.00	1000.00
01 FEDERAL EXPRESS CORP	2-059-81943	10-10-52300	SHIPPING	48.68	48.68
01 FREEWAY FORD TRUCK SALES				210.97	
	414013	10-17-61100	PARTS		158.38
	414165	10-17-61100	PARTS		52.59
01 FINISHING TOUCHES WINDOW CLEAN				10.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	10261207	10-53-68010	WINDOW WASHING	10.00	
01 WRIGHT EXPRESS FSC	31022427	10-17-61500	OCT 12 PURCHASES	407.40	407.40
01 FACTORY MOTOR PARTS CO	50-528445	10-17-61100	PARTS	356.67	300.76
	50-528796	10-17-61100	PARTS		108.76
	50-531949	10-17-61100	RETD PARTS		52.85-
01 FRANK NOVOTNY & ASSOCIATES INC	11025-2	45-20-524100	5/1-6/30/12 SVCS	12012.95	12012.95
01 FREEDOM DESIGN AND DECALS	12-10-26	10-20-57000	K-9 CHEV DECALS	1475.00	1475.00
01 GASVODA & ASSOCIATES INC	12IJJD0050	22-10-57150	RF L/S PUMP	9415.40	8640.00
	12IPTS0654	22-05-60950	WELL #5		775.40
01 PAULETTE GARCIA	12-10-22	10-20-60701	SAM'S CLUB-SUMMIT	615.83	251.06
	12-10-22	10-20-60110	TARGET-CAMERA		364.77
01 GOODING RUBBER COMPANY	316419	10-17-61100	PARTS	53.80	53.80
01 GT MECHANICAL INC	1200014572	10-15-57000	MAINT AGREEMENT	2703.00	2703.00
01 GUARANTEED TECH SERV & CONSULT	2010655	80-00-70100	IT SUPPORT	4418.61	950.00
	2010671	80-00-70100	IT SUPPORT		3468.61
01 PEGGY HALPER	0042	10-00-29400	CASE 12-18	182.00	77.25
	0042	10-30-52400	OCT 12 PZC MINS		104.75
01 JAMES HELBLING	12-10-27	10-53-58000	HH-12 TRACTOR FUE	147.87	147.87
01 HOMER INDUSTRIES LLC	S50325	10-15-52900	BRUSH, LEAVES	375.00	75.00
	S50368	10-15-52900	LEAVES		50.00
	S50390	10-15-52900	LEAVES		50.00
	S50402	10-15-52900	LEAVES		50.00
	S50436	10-15-52900	LEAVES		50.00
	S50448	10-15-52900	LEAVES		50.00
	S50473	10-15-52900	LEAVES		50.00
01 HOPPY'S LANDSCAPING	12305-1SF	17-11-540200	THE VAULT	16402.50	16402.50
01 HEWLETT-PACKARD CO	51887117	80-00-70100	LAPTOP 6565	728.00	718.00
	51910327	80-00-70100	LICENSE		10.00
01 HOMEWERKS LEMONT LLC	12-10-26	10-00-28200	R-13071 DUNMOOR	2000.00	1000.00
	120175	10-00-28200	R-12814 TULLAMORE		1000.00
01 IDCSERVCO BUSINESS SERVICES	346543	22-05-60100	COPIER TONER	597.77	597.77

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 ILLINOIS STATE POLICE 381208715(1)		10-20-60110	J LEFEVERS	10.00	10.00
01 ILLINOIS TOLLWAY G12463373 G12465036		10-20-57000 10-15-57000	TOLLS TOLLS	87.84	56.39 31.45
01 INKWELL LTD 59314 59341 59350 59413 59483		10-20-60100 10-20-60100 10-25-60100 22-05-60100 10-20-60100	VARIOUS ITEMS COPY PAPER VARIOUS ITEMS VARIOUS ITEMS PRINTER INK	594.23	64.50 174.95 169.36 64.47 120.95
01 LORELEI IZZO 12-10-17		22-00-40010	REFUND OVERPMT	57.39	57.39
01 JCM UNIFORMS 073432 673035 673036 673037 673038 673432		10-20-61400 10-20-61400 10-20-61400 10-20-61400 10-20-61400 10-20-61400	PATCHES G SMITH J BOYER G SMITH T THOMPSON J TRUHLAR	608.30	9.95 202.90 202.90 69.95 37.95 84.65
01 CHARITY JONES 12-11-05		10-30-52100	SSA STEERING COMM	72.37	72.37
01 JAMIE JUNGLES 12-11-08		10-90-53900	CELL PHONE BILL	95.22	95.22
01 KARA CO INC 286207 286529		10-15-60900 10-15-60900	MARKING PAINT MARKING FLAGS	450.08	287.28 162.80
01 KENIG, LINDGREN, OHARA, ABOONA 19017		80-00-590400	PEDESTRIAN CROSSI	607.97	607.97
01 KOEHLINGER, ERIN M. 12-11-06		10-53-68010	ARTIST COMMISSION	140.00	140.00
01 LOCAL GOV NEWS 10242012		10-05-52200	ANNUAL RENEWAL	600.00	600.00
01 LUDWIG FEED STORE CORP 12-10-09		10-15-60900	PROPANE	19.99	19.99
01 MACKE WATER SYSTEMS INC 767684 767685 768585		10-10-60100 10-10-60100 10-10-60100	COFFEE/WATER SVC SECURITY DEPOSIT COFFEE ORDER	243.45	134.54 50.00 58.91
01 MCMASTER-CARR SUPPLY CO. 39728005		10-15-60900	JANITORIAL	113.31	113.31
01 MENARD'S 6404		10-15-60900	PLYWOOD	140.82	140.82
01 MIDWEST FUEL INJECTION S347846		10-17-61100	PARTS	599.84	599.84
01 MINDFLOW GROUP				587.50	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	2012-1039	10-05-52100	ROOM RENTAL	125.00	
	2012-1039	10-05-52100	CATERING	462.50	
01 MORRIS ENGINEERING INC				1940.00	
	12-03250	10-25-56305	OCT 12 REVIEWS	1875.00	
	12-03250	10-25-56310	OCT 12	65.00	
01 NAPA AUTO PARTS				1002.08	
	072026	10-17-61100	PARTS SUBSCR SVC	149.00	
	485268	10-17-61100	PARTS	27.68	
	485296	10-17-61100	RETD PART	18.68-	
	486295	10-17-61100	PARTS	67.03	
	486303	10-17-61100	PARTS	29.09	
	486326	10-17-61100	RETD PARTS	29.09-	
	486386	10-17-61100	PARTS	61.49	
	486839	10-17-61100	PARTS	1.51-	
	486936	10-17-61100	PARTS	100.26	
	486959	10-17-61100	REV FRT	9.00-	
	487088	10-17-61100	PARTS	24.99	
	487277	10-17-61100	PARTS	35.90	
	487296	10-17-61100	PARTS	17.48	
	487354	10-17-61100	PARTS	78.48	
	487783	10-17-61100	PARTS	161.47	
	487866	10-17-61100	PARTS	11.28	
	487957	10-17-61100	PARTS	27.26	
	488081	10-17-61100	PARTS	221.50	
	488190	10-17-61100	RETD PARTS	88.60-	
	488916	10-17-61100	PARTS	136.05	
01 NORTH AMERICAN SALT CO				2287.06	
	70887099	22-05-61050	WELL # 3 SALT	2287.06	
01 NEXT DOOR AND WINDOW				1000.00	
	120654	10-00-28200	R-59 W ROBERTA ST	1000.00	
01 NICOR GAS				399.58	
	12-10-2000 4	22-05-54400	WELL #4	34.01	
	12-10-2000 8	22-05-54400	WELL #3	75.66	
	12/10-0043 0	22-10-54150	RUFFLED FTHRS	86.49	
	12/10-1000 5	22-10-54150	CHESTNUT CROSSING	30.00	
	12/10-20008	22-10-54150	KEEPTAW TRLS	24.03	
	12/10-2382 4	22-10-54150	GLENS OF CONNEMAR	25.92	
	12/10-4722 3	22-10-54150	EAGLE RIDGE	48.02	
	12/10-8700 1	22-10-54150	SMITH FARM	24.03	
	12/10-9378 5	22-05-54400	WELL #6	27.39	
	12/10-9589 2	22-10-54150	TARGET KOHLS	24.03	
01 NU LOOK CAR WASH				330.00	
	2910	10-25-60200	DETAIL 2 VEHICLES	330.00	
01 NEW WORLD SYSTEMS CORPORATION				1194.72	
	023579	13-00-70100	SOFTWARE TRAINING	1194.72	
01 OFFICE OF ILLINOIS ATTORNEY GE				30.00	
	381208715(2)	10-20-60110	J LEFEVERS	30.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 PANUSH, MICHAEL				73.90	
12-06-11		10-20-61400	JCM - SHIRTS		73.90
01 MONA PARRY				40.03	
12-10-31		10-53-68010	TARGET		8.64
12-10-31		10-53-68010	HOBBY LOBBY		31.39
01 PEOPLES BANK OF KANKAKEE CITY				37683.36	
12-09-09		22-05-70200	STREET SWEEPER		37683.36
01 PETTY CASH - POLICE DEPT				395.99	
12-11-05		10-20-52100	SNACKS, PARKING,		219.76
12-11-05		10-20-52300	LEMONT P. O.		6.05
12-11-05		10-20-60100	MISC PURCHASES		9.83
12-11-05		10-20-60110	MEALS		64.95
12-11-05		10-20-60701	PARADE CANDY, ETC		95.40
01 PINNER ELECTRIC INCORP				2144.50	
22733		40-00-60900	MTHLY SIGNAL MAIN		400.00
22733		40-00-60900	REPAIR		1744.50
01 PUKULA, JYMI				214.04	
12-10-27		10-53-58000	HALH-12 HAYRIDE		214.04
01 THE PITNEY BOWES BANK, INC.				1971.28	
12-07-20		10-10-52300	LATE FEES REVERSE		48.71-
12-10-21		10-10-52300	METER REFILL		9.99
12-10-21		10-20-52300	METER REFILL		5.00
12-10-21		10-25-52300	METER REFILL		5.00
12-10-21		10-10-52300	METER REFILL		767.30
12-10-21		10-20-52300	METER REFILL		446.10
12-10-21		10-25-52300	METER REFILL		571.00
12-10-21		10-30-52300	METER REFILL		172.20
12-10-21		10-10-52300	METER REFILL-GMAT		43.40
01 PUCKERVILLE FARMS				350.00	
736611		10-53-58000	HH-12 BALES, STAL		350.00
01 QUINLAN SECURITY SYSTEMS				196.59	
11226		10-15-57000	MAINT AGREEMENT		196.59
01 RAGS ELECTRIC				1644.24	
4827-35		10-15-57000	OCT 12 BRIDGE		1000.00
8385		10-15-57400	LIGHT REPAIR		454.24
8442		22-10-57150	CHESTNUT CRS REPA		190.00
01 RAINBOW PRINTING				186.90	
409291		10-10-60100	GREEN LINEN PAPER		36.95
409301		22-05-60100	WINDOW ENVELOPES		149.95
01 ROD BAKER FORD				521.79	
116438		10-17-61100	PARTS		145.71
116715		10-17-61100	PARTS		68.22
C21956		10-17-57000	REPAIR #093		307.86
01 RICCIO CONSTRUCTION CORP				16661.65	
12092-3F		25-00-576200	REPLACEMENT		12272.95
12304-2F		13-00-70700	STORM SEWER		4388.70

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 RCM DATA CORPORATION IN40729		22-05-70100	COPIER MAINT	233.50	233.50
01 S&K SECURITY CORP. 87358		10-35-57515	CARD ACCESS SYSTE	1376.75	1376.75
01 STRICTLY BOARD-UP INC 6582		10-25-57650	10990 ARCHER	613.00	313.00
6583		10-25-57650	10990 ARCHER		300.00
01 SCHAFER, GEORGE 12-10-30		10-10-52400	TAX HEARING	63.09	63.09
01 SOUTHWEST DIGITAL PRINTING 11-07MA		80-00-70100	NOV 12 PLOTTER SV	50.00	50.00
01 STANDARD EQUIPMENT CO C78671		10-17-61100	PARTS	70.70	70.70
01 SUREFIRE AUTO PARTS 12-10-31		10-20-57000	VEHICLE SUPPLIES	814.61	59.61
268070		10-17-61100	PARTS		18.57
268926		10-17-61100	PARTS		346.62
269052		10-17-61100	PARTS		173.24
269427		10-17-61100	PARTS		33.39
269428		10-17-61100	PARTS		24.40
270612		10-17-61100	PARTS		86.94
270617		10-17-61100	PARTS		88.33
272061		10-17-61100	RETD PART		22.78
272088		10-17-61100	PARTS		6.29
01 SIKICH LLP 149720		10-90-56600	SEP 12 FIN CONS	9544.00	9544.00
01 MICHAEL SHARP 201248		10-25-56550	OCT 12	750.00	750.00
01 SUBURBAN LIFE MEDIA 588685		10-30-52400	UDO AMEND NOTICE	331.32	331.32
01 CHARLENE SMOLLEN 12-10-22		10-05-52100	IML CONFERENCE	856.63	856.63
01 SPRINT 180900510-129		10-90-53900	9/24-10/23	1732.57	1732.57
01 STAPLETON, RON 12-10-22		10-05-52100	REIMBURSEMENT	975.99	975.99
01 STANDARD INSURANCE COMPANY 12-10-17		10-90-53100	ST DISABILITY PRE	1160.81	1160.81
01 STOLLER INTERNATIONAL P69480		10-17-61100	PARTS	862.17	862.17
01 SUBURBAN LIFE MEDIA 591295		10-10-52450	LEGAL AD-TREAS RE	2392.86	1941.10
592222		10-30-52400	CASE 12-21 NOTICE		199.52
592223		10-30-52400	12-20 NOTICE		252.24
01 SWAHM POOL 12-09-30		10-90-53100	SEP 12	164786.56	61348.69

DATE: 11/12/12

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12-09-30	22-15-53100	SEP 12	19373.27	
	12-09-30	10-00-29550	SEP 12	1671.32	
	12-10-31	10-90-53100	OCT 12	61348.69	
	12-10-31	22-15-53100	OCT 12	19373.27	
	12-10-31	10-00-29550	OCT 12	1671.32	
01 TOSHIBA FINANCIAL SERVICES				2748.44	
57840090		10-20-70200	COPIER	1963.44	
57853252		10-90-70100	COPIER LEASES	785.00	
01 TOSHIBA FINANCIAL SERVICES				291.20	
213930928		10-20-70200	COPIER	291.20	
01 THE E COMPANY				7586.00	
12155-3F		33-00-70600	10900, 10997 ARCH	7586.00	
01 TIFCO INDUSTRIES				67.10	
70807056		10-17-61100	SHOP SUPPLIES	67.10	
01 T.P.I.				11959.80	
6371		10-25-56400	OCT 12	7734.00	
6371		10-25-56550	OCT 12	3140.00	
6371		13-00-70700	VH PLN REV & INSP	1085.80	
01 TRAFFTECH INC				1350.00	
913		10-15-57000	MAINT AGREEMENT	1350.00	
01 TREASURER, STATE OF ILLINOIS				10.00	
381208715(3)		10-20-60110	J LEFEVERS	10.00	
01 UNIFIRST CORPORATION				47.17	
062 0017764		10-17-57000	SHOP TOWEL SVC	47.17	
01 UNITED STATES POSTAL SERVICE				3400.00	
12-10-30		22-05-52300	METER REFILL	3400.00	
01 VENTURE DEVELOPMENT				1000.00	
120114		10-00-28200	R-1146 STATE ST	1000.00	
01 VILLAGE OF ORLAND PARK				65.00	
10947		10-35-57515	PRISONER WATCH	65.00	
01 VISION SERVICE PLAN (IL)				19.56	
12-10-17		10-90-53100	BAL DUE-NOV 12 PR	19.56	
01 VULCAN MATERIALS CO				279.01	
722604		40-00-60900	STONE	279.01	
01 WIGHT CONSTRUCTION SERVICES, I				600135.37	
07-5011-05(3)		13-00-70700	PMT 3	254144.34	
07-5011-05(4)		13-00-70700	PMT 4	345991.03	
01 WASTE MANAGEMENT				1206.41	
3306962-2007-9		10-15-52900	LEAF PILE-OCT 12	1206.41	
01 ANA WOULTE				24.00	
12-10-12		10-00-44150	REF OVERPMT-STKR	24.00	
01 WATER RESOURCES INC				4957.22	
27428		22-05-70200	WATER METERS	1652.74	
27462		22-05-70200	WATER METERS	3304.48	
01 ZEE MEDICAL INC				261.67	
0100580648		10-15-61400	GLOVES	98.72	
0100580648		10-15-61200	FIRST AID SUPPLIE	45.39	

SYS DATE:11/08/12

VILLAGE OF LEMONT

SYS TIME:13:51

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

[NW1]

REGISTER # 476

DATE: 11/12/12

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	0100580765	10-10-60100	FIRST AID CABINET	20.77	
	0100580766	10-20-61200	FIRST AID SUPPLIE	96.79	

** TOTAL CHECKS TO BE ISSUED 3115528.33

FUND.	AMOUNT
GENERAL FUND	215972.14
VILLAGE HALL IMPROVEMENTS	609634.34
GENERAL DEBT SERVICE	542521.25
T.I.F.	546708.75
WATER & SEWER FUND	116139.67
W & S ALT REV BOND	689139.65
WATER/SEWER CAPITAL IMPROVE FUND	12272.95
DOWNTOWN CANAL DIST. T.I.F.	237227.50
GATEWAY PROPERTY ACQUISITION	7586.00
SPEC SVC AREA	105650.00
MOTOR FUEL TAX	13111.43
ROAD IMPROVEMENT FUND	12012.95
PARKING GARAGE FUND	783.85
PARKING LOT FUND	325.00
GENERAL CAPITAL IMPROVEMENTS	6442.85
*** GRAND TOTAL ***	3115528.33

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
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PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT	DIST
01 GENTLEMAN MCCARTY 509 503		11/02/12 34-00-56600	68621 REPORT	4248.34	4248.34

** TOTAL MANUAL CHECKS REGISTERED 4248.34

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REPORT SUMMARY
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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	3115528.33	4248.34	3119776.67
TOTAL CASH	3115528.33	4248.34	3119776.67

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	215972.14	.00	215972.14
13	609634.34	.00	609634.34
14	542521.25	.00	542521.25
17	546708.75	.00	546708.75
22	116139.67	.00	116139.67
23	689139.65	.00	689139.65
25	12272.95	.00	12272.95
30	237227.50	.00	237227.50
33	7586.00	.00	7586.00
34	.00	4248.34	4248.34
35	105650.00	.00	105650.00
40	13111.43	.00	13111.43
45	12012.95	.00	12012.95
72	783.85	.00	783.85
75	325.00	.00	325.00
80	6442.85	.00	6442.85
TOTAL DISTR	3115528.33	4248.34	3119776.67

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 AMOONJUMP4U INC 17789		10-53-58000	HALH-12 JUMPER	280.00	280.00
** TOTAL CHECKS TO BE ISSUED				280.00	

A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 ILLINOIS STATE POLICE 507	12-10-23 (1)	10/23/12 10-00-29050	68611 BKGRD CK-J FAIRCL	36.50	36.50
01 ILLINOIS STATE POLICE 507	12-10-23 (2)	10/23/12 10-00-29050	68612 BKGRD CK-A HERRER	36.50	36.50
01 LEMONT CURRENCY EXCHANGE 507	12-10-22	10/23/12 10-20-57000	68614 SERVICE FEE	28.50	28.50
01 QUILL CORPORATION 507	6083376	10/22/12 10-53-58000	68607 HALH-12 SUPPLIES	139.40	139.40
01 RAGS ELECTRIC 507	8363	10/22/12 10-15-57400	68609 CLEAN & REPAIR CT	793.80	793.80
01 SECRETARY OF STATE 507	12-10-22	10/23/12 10-20-57000	68613 TITLE, REGISTRATI	105.00	105.00
** TOTAL MANUAL CHECKS REGISTERED				1139.70	

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	280.00	1139.70	1419.70
TOTAL CASH	280.00	1139.70	1419.70

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	280.00	1139.70	1419.70
TOTAL DISTR	280.00	1139.70	1419.70

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 RATKOVICH JOHN AND GILDA 12-10-26		33-00-70600	10990 ARCHER AVE	10000.00	10000.00
** TOTAL CHECKS TO BE ISSUED				10000.00	

SYS DATE:10/26/12

VILLAGE OF LEMONT

SYS TIME:12:24

A / P W A R R A N T L I S T [NW1]

REGISTER # 473

DATE: 10/26/12

Friday October 26,2012

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
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10 CURRIE MOTORS				18117.00	
	CR293508	10-00-28020	2012 TAHOE	10005.10	
	CR293508	10-00-28035	2012 TAHOE	8111.90	

** TOTAL CHECKS TO BE ISSUED 18117.00

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Jeff Stein, Village Attorney

Subject: Ordinance Amending Lemont Municipal Code Concerning Liquor Licenses

date: Nov 20, 2012

BACKGROUND/HISTORY

The ordinance before the board tonight amends several areas with the Lemont Municipal Code as it relates to Liquor Licenses. There will be a more comprehensive amendment in the future, but this addresses some minor errors and provides the appropriate number of licenses of new businesses coming to town. Below are the highlighted amendments.

- 1) Bottles will be returning their Class C-4 License and will be issued a Class A-1 License due to a changing business plan. As such this ordinance reduces the number of C-4 Licenses by 1 and increase the number of A-1 License by 1.
- 2) Betty's Bistro has applied for an A-4 License for a new business in the community. This ordinance effectively increases the number of A-4 Licenses by 1.
- 3) A-4 License had a minimum seating capacity requirement. Based on review, it is recommended this requirement is deleted.
- 4) Clarification of hours of operations hours for consumption on premise or sales of liquor.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS (IF APPLICABLE)

Ordinance Amending Title V

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING TITLE 5 OF THE LEMONT, ILLINOIS
MUNICIPAL CODE RELATING TO LIQUOR LICENSES**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 26th DAY OF November, 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 26th day of November, 2012.

ORDINANCE NO. _____

**An Ordinance Amending Title 5 of the Lemont, Illinois
Municipal Code Relating to 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;

WHEREAS, Bottles, a licensed establishment at 439 Talcott Street, Lemont, Illinois is currently operating as an establishment offering tasting of wine and beer under a Village of Lemont C-4 Liquor License;

WHEREAS, Bottles has requested a change in its liquor license classification and has applied for a Class A-1 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to return its Class C-4 License and to permit a Class A-1 License to be issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to decrease the number of Class C-4 liquor licenses and to increase the number of Class A-1 liquor licenses granted;

WHEREAS, Betty’s Bistro, operating at 1243 State Street, Suite B-104, 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.

WHEREAS, the Village wishes to make further amendments to the Lemont, Illinois Municipal Code (“Village Code”) relating to liquor licenses within its jurisdiction; and

WHEREAS, the Village Code contains certain scrivener's errors that do not reflect the purpose and intent of the legislation adopted by the President and Board of Trustees of the Village of Lemont and should therefore be corrected; and

WHEREAS, the President and Board of Trustees of the Village of Lemont find that it is in the best interest of the health, safety and welfare of the public to amend the Village Code as set forth in this ordinance, and;

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

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

SECTION 2: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.080 is hereby amended to read as follow in the manner and form by deleting the text 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.

11. Class C-4

(c) The number of Class C-4 licenses issued shall not exceed ~~1~~ **0** licenses.

SECTION 3: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.080 is hereby amended to read as follows in the manner and form by deleting the text 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~~ **five** at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed twelve ; the number of Class A-4 licenses to be issued at any one time shall not exceed ~~two~~ **three**; and the number of C-1 licenses to be issued at any one time shall not exceed eight.

SECTION 4: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.080 is hereby amended to read as follows in the manner and form by deleting the text 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 Subsection 5.04.080 shall hereafter provide as follows:

Title 5 – BUSINESS TAXES, LICENSES AND REGULATIONS

5.04.080. – License—Fees—Classes of operators.

4. Class A-4.
- a. Class A-4 licenses shall authorize the retail sale of beer and wine only, for consumption on or off the premises, if the premises are establishments which primarily serve meals prepared in the kitchen of the establishment, ~~having seating capacity for the service of meals at tables and/or counters for not less than fifty patrons at the same time.~~

SECTION 5: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.190 is hereby amended to read as follows in the manner and form by deleting the text 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 5.04.190 shall hereafter provide as follows:

5.04.190 Hours of operation--Designated.

A. ~~Closing hours~~ **Hours of operation for consumption on premises or sale of alcoholic liquor** shall be as set out in Table 5.04.190.

B. Notwithstanding the ~~closing hours~~ **of operation for consumption on premises or sale of alcoholic liquor** as set out in Table 5.04.190, ~~closing the~~ hours shall be extended by one hour the day before a holiday, which days are exclusively defined as Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

C. No licensee shall permit another except a peace officer who is in the performance of his duties or an employee of the licensee who is actually on duty, to enter or remain upon the licensed premises between the hour of closing and the hour of opening as established by this section.

SECTION 6: The Lemont Municipal Code, Chapter 5, Section 5.04, Table 5.04.190 is hereby amended to read as follows in the manner and form by deleting the text 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 Table 5.04.190 shall hereafter provide as follows:

Table 5.04.190

~~Closing Hours~~ **of Operation for Consumption on Premises or Sale of** ~~Selling-Alcoholic Beverages-~~**Liquor**

	Weekdays	Friday and Saturday	Sunday	New Year's Eve
Class A-1	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 2:00 a.m. Sat. 6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-2	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-3	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
<u>Class A-4</u>	<u>6:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 3:00 a.m.</u>	<u>10:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 4:00 a.m.</u>
<u>Class A-5</u>	<u>6:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 3:00 a.m.</u>	<u>10:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 4:00 a.m.</u>

<u>Class A-6</u>	<u>6:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 3:00 a.m.</u>	<u>10:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 4:00 a.m.</u>
<u>Class A-7</u>	<u>6:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 3:00 a.m.</u>	<u>10:00 a.m. to 2:00 a.m.</u>	<u>6:00 a.m. to 4:00 a.m.</u>
Class B-1	6:00 a.m. to 1:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class B-2	Set forth on the face of the license			
Class C-1	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight
<u>Class C-2</u>	<u>9:00 a.m. to 12:00 midnight</u>	<u>9:00 a.m. to 12:00 midnight</u>	<u>9:00 a.m. to 12:00 midnight</u>	<u>9:00 a.m. to 12:00 midnight</u>
<u>Class C-3</u>	<u>9:00 a.m. to 10:00 p.m.</u>	<u>9:00 a.m. to 10:00 p.m.</u>	<u>9:00 a.m. to 10:00 p.m.</u>	<u>9:00 a.m. to 10:00 p.m.</u>
<u>Class C-4</u>	<u>9:00 a.m. to 10:00 p.m.</u>	<u>9:00 a.m. to 10:00 p.m.</u>	<u>9:00 a.m. to 10:00 p.m.</u>	<u>9:00 a.m. to 10:00 p.m.</u>

SECTION 7: 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 8: 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 9: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

REMAINING OF PAGE INTENTIONALLY LEFT BLANK

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 26th day of November, 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 Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator

Subject: Village Hall – Contract Amendment

date: Nov 20, 2012

BACKGROUND/HISTORY

On April 23, 2012, the Village entered into an agreement through a standard form contract for renovations to Village Hall. During the course of this project, several unforeseen conditions were identified that required to be remedy. Such issues included plumbing, sewer issues, and roofing structure. Village staff is recommending the contract with Wight is increase to \$2.2 million.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Resolution Approving Contract Amendment for Village Hall

Resolution No. _____

A Resolution Approving Amendment to Standard Form of Agreement with Wight Construction, Inc.

WHEREAS, the Village President and Board of Trustees of the Village of Lemont (“Village Board”) passed Resolution No. R-25-12 on April 23, 2012 entering into a Standard Form of Agreement with Wight Construction, Inc. for the reconstruction of Village Hall; and

WHEREAS, the reconstruction of Village Hall is anticipated to cost more than the contracted amount of and the Village Board desires to increase the contracted amount not to exceed \$2,200,000.00;

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

SECTION ONE: The Standard Form of Agreement entered into with Wight Construction relating to the reconstruction of Village of Hall is hereby amended so that the contracted amount not to exceed is \$2,200,000.00.

SECTION TWO: The Mayor and/or Village Clerk are authorized to execute any contract amendment or other documentation and 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 26th day of November, 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
Planning & Economic Development Department

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

TO: Mayor Reaves #125-12
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-18 1 Povalish Court, Magnolia House

DATE: September 20, 2012

SUMMARY

Timberline Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc., owner of the subject property, has requested a special use for group living, not otherwise defined, to operate a six bed supportive living environment. The Planning & Zoning Commission (PZC) and staff recommended approval with conditions. The Committee of the Whole reviewed the application at its November 19, 2012 meeting and concurred with the recommendation of staff and the PZC.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Granting a Special Use to Allow Group Living, Not Otherwise Defined, at 1 Povalish Court, in Lemont, IL.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW GROUP LIVING, NOT
OTHERWISE DEFINED, AT 1 POVALISH COURT, IN LEMONT, IL**

(Magnolia House)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 26th Day of November, 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 26th day of
November, 2012.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW GROUP LIVING, NOT OTHERWISE DEFINED, AT 1 POVALISH COURT, IN LEMONT, IL

(Magnolia House)

WHEREAS, Timberline Behavioral, LLC, herein after referred to as “the Petitioner,” is a wholly owned subsidiary of Acadia Healthcare, Inc., owner of property at 1 Povalish Court in Lemont (PIN22-20-305-024), hereinafter referred to as "the subject property," legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner is seeking a special use for group living, not otherwise defined, as provided for in the Lemont Unified Development Ordinance §17.06.020; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on October 17, 2012 and voted 5-0 to recommend approval of the requested special use; and

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

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt the finding of facts as set forth in Exhibit B.

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

SECTION 1: 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: Special Use. A special use is granted to allow group living, not otherwise defined, on the subject property.

SECTION 3: Conditions. The special use is contingent upon the following conditions:

1. The special use is granted only to Timberline Behavioral, LLC, Timberline Behavioral LLC’s parent company, Acadia Healthcare, Inc., or another wholly owned subsidiary of Acadia Healthcare, Inc.

2. All parking for visitors and/or staff shall be provided on the Timberline Knolls property at 40 Timberline Drive, rather than on the subject property.
3. The special use shall comply with the requirements for acceptance and the rules, expectations, and guidelines contained within the “Timberline Knolls Magnolia House Agreement,” attached hereto as Exhibit C and incorporated herein.

SECTION 4: 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 5: That this Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 26th DAY OF NOVEMBER, 2012.

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

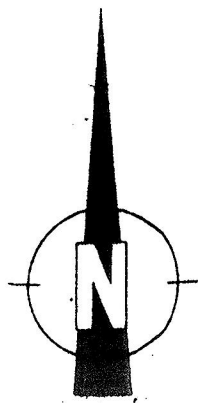
Approved by me this 26th day of November, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

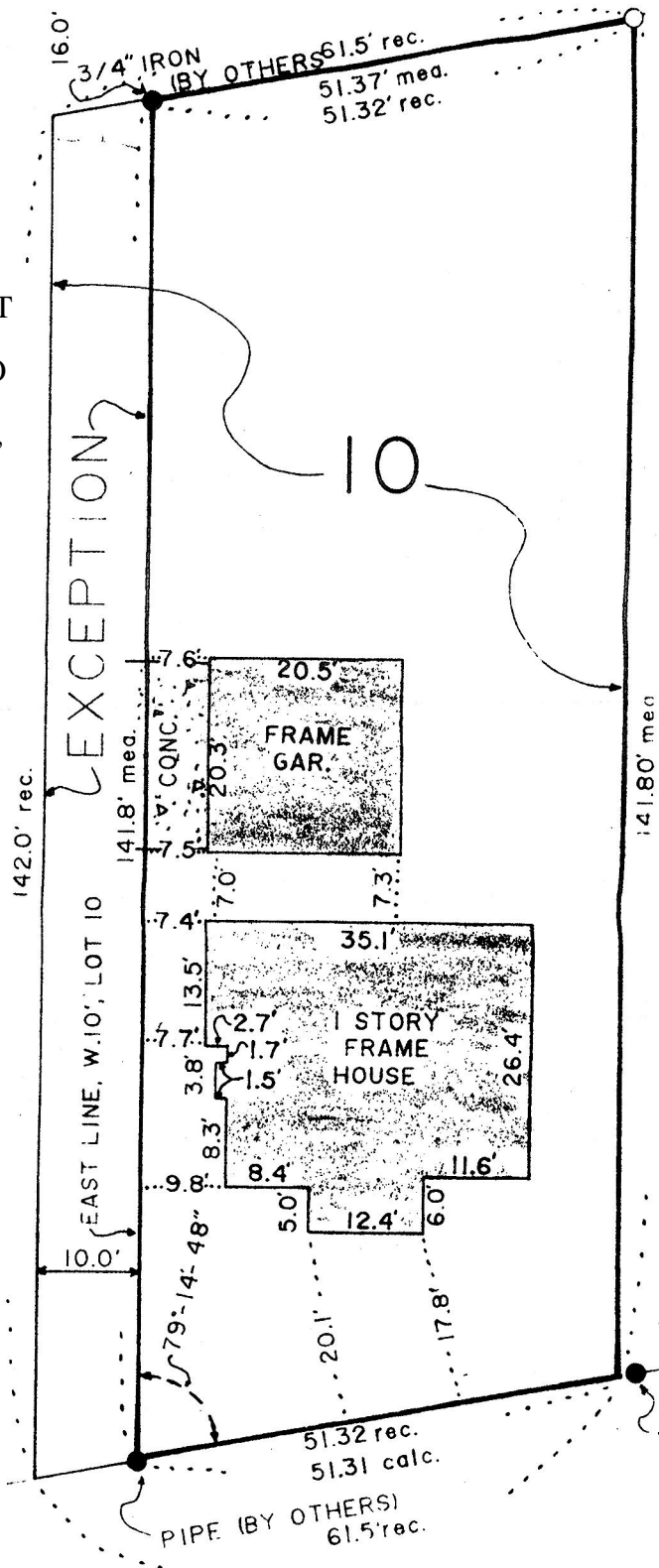
1 Povalish Court Site Plan



LEGAL DESCRIPTION

LOT 10 (EXCEPT THE WEST 10 FEET OF SAID LOT 10) IN BLOCK 2 IN CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT IN SECTION 20, TOWNSHIP 37 NORHT, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

- MAGNOLIA HOUSE -
1 POVALISH COURT



AL

MAIN

EXHIBIT B

FINDINGS OF FACT:

1. The special use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected, because there has been a lack of any health or safety issues during the last four years of Magnolia House's operation and the operation is not proposed to change.
2. The special use shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens, because there has been a lack of demand during the last four years of Magnolia House's operation and the operation is not proposed to change.
3. The use is currently in operation and the property is well maintained. There are no proposed changes to the physical conditions the site or the special use operations. Therefore, the special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.



TIMBERLINE KNOLLS

Magnolia House Agreement

Resident Name: _____

MAGNOLIA HOUSE AGREEMENT

Magnolia House is a six-bed supportive living environment for adult females in recovery from an eating disorder, addiction and/or other mental health issues who benefit from daily support from others who are also in recovery in order to maintain abstinence. Magnolia House provides an environment that supports recovery through a positive peer support group and an alcohol and drug free environment. Residents develop individualized recovery plans related to their problems which include support services such as attendance at 12-Step meetings (Alcoholics Anonymous, Narcotics Anonymous, Overeaters Anonymous, Alanon, etc), individual therapy, group therapy, nutrition counseling, and medication management. At Magnolia House, women in recovery from addictions are strongly encouraged to live the principles of the 12-Step recovery program on a daily basis and maintain contact with their sponsors. Magnolia House encourages Residents to develop new living skills, interpersonal skills and coping skills necessary for a healthy and successful life.

Requirements for acceptance into Magnolia House include:

- Must have completed an initial 30 day stay within the Residential Program at Timberline Knolls
- Receive a recommendation by their treatment team and have an interview with the Program Coordinator or Director of Discharge Planning
- Have a strong desire to sustain their recovery in an independent living environment
- Commit to following the Magnolia Programming and the recommendations of their treatment team

COST OF STAY AT MAGNOLIA HOUSE

Each Resident will be charged \$25.00 per day for their stay at Magnolia House, payable in advance in thirty day increments. This charge is in addition to the regular charges for the Partial Program, which is billed separately. Any Residents staying less than 30 days will be refunded the daily rate for each unused day. Check out time at Magnolia House is at 12:00 noon. Should a Resident who has not checked out by 12:00 noon will be charged for an additional day. Should there be default in the payment of this charge, the Resident agrees to pay all costs of collection, including, but not limited to, collection fees, attorney fees and court costs.

RULES, EXPECTATIONS AND GUIDELINES

House rules help strengthen recovery by providing guidelines that provide a sense of responsibility and ownership for Residents. Cooperation and teamwork are necessary in order for the house to function effectively. In order to foster an environment of responsibility, accountability, shared purpose and mutual respect, Residents must abide by the following house rules.

Violation of any of the following rules listed below may result in dismissal from residency at Magnolia House.

- ✓ **Drinking alcohol or using narcotics in any form is prohibited.**
- ✓ **Bringing drugs, alcohol, narcotics or food to current residents is prohibited**
- ✓ **Disrespectful behavior, stealing and lying will be investigated and will be grounds for possible dismissal.**
- ✓ **Fighting, verbal and physical abuse or violent behavior is prohibited.**
- ✓ **Destruction of property is prohibited.**
- ✓ **Racial or sexual harassment is prohibited.**
- ✓ **Possession of knives, weapons, firearms or fireworks of any kind is prohibited.**
- ✓ **Being within the premises of a liquor servicing establishment i.e. bar/club**
- ✓ **Sexual contact with others on the premises is prohibited.**

- ✓ **Pornography**
- ✓ **Gambling**
- ✓ **Excessive noise that is disruptive to other Residents or neighbors**
- ✓ **Not Attendance at regularly scheduled programming, as assigned by your Primary Therapist, is required.**
- ✓ **When on TK grounds the “Lanyard ” must be worn and visible at all times for Safety.**
- ✓ **Attending 12-Step meetings regularly and maintaining contact with a sponsor are required.**
- ✓ **Not reporting to TK staff any knowledge of these safety violations of others**

Resident Initials _____

Curfew

- Residents are expected to be home by 9:30 PM.

Resident Initials _____

Starting the day

- Residents will facilitate and attend their own Morning Reflections and Community groups and submit daily minutes to TK staff for review.

General Housekeeping Rules

- Magnolia House will be checked randomly 4 times per week to make sure things are clean
- Residents are expected to clean up after themselves.
- Residents are expected to clean their rooms daily
- Common living areas are to be free of clutter and personal items.
- Residents are expected to keep their bedrooms clean in a joint effort with their roommate. Rooms will be checked daily for the following:
 - Clothes put away in closets and drawers
 - Dirty clothes in the hamper
 - Toiletries and electrical items put away
 - Garbage properly disposed of daily in the provided outdoor receptacles.
- Residents are responsible for cleaning up their own dishes during the course of the day.
- Residents are responsible for doing their own laundry (including bed linens and towels) between the hours of 6am – midnight.
- Residents are responsible for finding someone to complete a chore when they are unable to.
- Residents are expected to do more thorough weekly cleaning on weekends including:
 - Vacuuming
 - Dusting
 - Thorough cleaning of bathrooms and the kitchen.

Magnolia House Program Schedule

- Residents are expected to follow the Magnolia House Program schedule and attend all 12 step meetings identified by their Primary Therapist.
- Residents are to be on time and prepared for all TK programming.
- Residents are allowed to return to Magnolia House at the identified free times only.
- Residents are able to attend only PHP programming as identified on the Magnolia House schedule.
- The following require Mandatory Attendance
 - Magnolia House Process Group
 - Lodge Process Groups

- Empowerment Group (if applicable)
- Meals/Snacks and Food and Feelings (if applicable)
- 12 Step Groups
- Core Groups
- Electives as applicable

Resident Initials _____

Outings and Off Campus Activities

- Residents are expected to attend all outings or off campus activities according to the Magnolia House PHP Schedule.
- During off program hours Residents may arrange their own outings and activities and are responsible for their own transportation.
- Residents are expected to be back by the 9:30 PM.

Resident Initials _____

Meals and Snacks

- Residents are to attend all meals and snacks according to their Individualized Magnolia House Schedule and participate in menu planning and Food and Feelings as appropriate.
- Night time snacks and weekend dinners are designated on your own. You have the option to gather snacks once a week on the identified day at the TK dining hall. Weekend dinners may be picked up at the TK dining hall and brought back to Magnolia. You may cook on your own or eat out.
- Residents are responsible to store, label and dispose of food properly while living at Magnolia.

Resident Initials _____

Property of the House

- Residents are not allowed to bring their own furniture into the house or to rearrange the furniture in the house.
- Residents are expected to close window coverings when dressing and at night.
- Residents are responsible financially for any property damage.
- Pets are not allowed in the house.
- Residents may not hang pictures or other objects on walls, doors or ceilings.
- Residents may utilize the personal creative wall boards for posting items of interest located above each bed.
- Residents are provided the following:
 - One set of bedding
 - One set of towels and wash cloths
 - The house is provided with basic cooking, dishes, glasses, silverware
 - One Television
 - One Telephone
 - Basic Cable
 - Internet access
- If any of the following is missing upon discharge Residents will be billed for the replacement.

Resident Initials _____

Keys

- Residents are responsible for their Magnolia House Keys at all times and should be kept on the lanyard around their necks when on campus.
- Residents will be charged a \$100.00 replacement fee for any Magnolia House key lost, stolen, or not turned in at discharge
- Residents will be charged a \$20.00 lock out fee, if safety is needed to let them into the residence.
- Immediate discharge will take place if a resident gives her Magnolia House key to any unauthorized person.

Resident Initials _____

Personal Property

- Personal property must be kept in each Resident's room.
- Personal cell phones are to be used at allowed/scheduled times and only at Magnolia House.
- Timberline Knolls is not responsible for the loss of any Resident's personal property. Residents are encouraged to leave any valuables at home (i.e. valuable jewelry, computers, i-pods, electronic games)
- In order to prevent the spread of infection, Residents are encouraged not to share personal items such as make-up, toothbrushes, toothpaste, shaving equipment, hair accessories, etc.
- Residents may not keep any items containing alcohol in the house such as mouthwash, astringents, or cold medications.
- Residents may not keep diet pills or laxatives in the house.
- Residents are expected to be considerate of others when using personal radios, computers or other electronic devices. Repeated failure to follow rules for an electronic device will result in removal of that device from the Resident's room.
- When on the Lodge Residents are expected to keep their personal property locked in the designated area identified by the lodge.

Resident Initials _____

Attire

- Residents are expected to wear clothing that covers them from shoulders to mid-thigh at all times.
- Shirts must cover the midriff.
- Any clothing exhibiting drugs, alcohol, or gang related materials and messages is not permitted.

Resident Initials _____

Personal Space / Privacy / Boundaries

- Residents are expected to respect other peers' rights to confidentiality and anonymity; this includes but is not limited to names, treatment information, etc.
- Residents are expected to be respectful toward others and act responsibly at all times.
- Residents may not have sexual contact with each other. Sexual relationships with other Residents may be grounds for immediate termination.

Resident Initials _____

Medication

- Only medications that are prescribed by a doctor are allowed on the premises.
- Residents are expected to maintain a current list of their medications.
- Residents are responsible for maintaining a supply of their own medication (one week) and self-administering their medications as prescribed.
- Distribution of medication to others may result in immediate expulsion from the program and could result in criminal charges.
- Medication should not be left out in open or unprotected areas and should be kept in the individual lock boxes that are provided.
- Benzodiazepines, stimulants, methadone, ambien and/or other opiates are not permitted with the exception of prescribed Suboxone.
- Medications containing alcohol are not permitted.
- Abuse of medication will be considered a relapse.

Resident Initials _____

Visitors

- **Outside Visitors are not allowed in Magnolia** ... Visiting should occur in the TK Dining Hall on weekends/scheduled holidays between 2:00 PM and 5:00 PM.

Resident Initials _____

Phone

- Residents are expected to use their cellular phones. A land line is available in the house for **Emergencies only**.
- Personal cell phones are **not allowed** to be brought into the PHP or in any of the Lodges/Buildings on Campus.
- One warning will be given and then appropriateness for Magnolia House will be re-evaluated.

Resident Initials _____

Computer Use

- For personal use only
- My not download anything to the computer
- Any illegal use of downloading (music, movies, programs, etc. through a site such as torrent) will result in immediate discharge.
- Use of computer for pornography or other non-recovery focused uses may result in discharge from Magnolia House

Resident Initials _____

Health and Safety Rules

- No smoking or chewing tobacco in the house. Smoking is only permitted in the designated area outside the house (back yard). Residents are expected to safely dispose of cigarettes in the cigarette receptacle and not leave cigarettes on the ground.
- Food and beverages must be consumed in the dining room and kitchen. Food is not allowed in the bedrooms.
- Residents must shut off all electrical equipment when they leave a room.

- Residents should report any non-emergency maintenance issues in the daily community meeting minutes. Any house emergencies requiring emergency attention such as gas leaks, fires, etc. should be reported to the fire department.
- The exterior doors should be kept locked after curfew or when all Residents go to bed.
- If any medical or psychiatric emergencies occur, **call 911** or go to the nearest emergency room depending on the nature of the emergency.

Resident Initials _____

Grievances

- Residents are expected to attempt to resolve any conflicts appropriately with the individual or by seeking assistance from their peers within the group. If Residents are unable to resolve conflicts or have any other grievance, they are expected to notify their Primary Therapist.
- Residents must take responsibility to notify staff immediately if someone is drinking or using substances. A Resident’s belongings may be searched if possession of prohibited substances is suspected.

Resident Initials _____

Discharges

- Residents are to leave by 12:00 PM on the day of their discharge from Magnolia House, unless other arrangements have been made and approved by the Program Coordinator.
- If you fail to return your Magnolia House Key to the Program Coordinator you will be fined \$100.00
- Residents are to completely follow the Discharge checklist when preparing to leave, failure to do so can result in monetary fines.
- Residents are encouraged to fill out the TK alumni information contact sheet to stay connected to the TK community.

Resident Initials _____

Entry by TK Staff at Magnolia House

Timberline Knolls, its agents, employees or servants, without the consent of Magnolia House Residents, at any time, upon reasonable notice under the circumstances, may enter and have free access to Magnolia House for reasons of health, safety; to confirm compliance by Magnolia House Residents of the provisions of this agreement, to make such alterations or repairs may see fit, or to tour at reasonable times potential Magnolia House candidates.

Resident Initials _____

Random and Suspicion Alcohol, Drug Testing and Weight Checks

All participants in the Magnolia House Partial Program are subject to and consent to the taking of random and suspicion based alcohol, drug testing, weight checks at the sole discretion of staff. A Resident’s failure to take an alcohol, drug test, or weight check that is requested by any member of TK staff shall result in the immediate discharge of the Resident from TK’s Partial Program and eviction from Magnolia House.

Resident Initials _____

Contact Info

I understand that the information I am providing below is accurate and understand that the Magnolia House Program Coordinator(s) or other members of Timberline Knolls may use it to contact me as needed. It is my responsibility to regularly check messages and respond in a timely manner.

Resident Initials _____

Cell Phone Number: _____

E-mail Address: _____

Any and all rules and guidelines outline in the Resident handbook still apply and are expected to be followed. TK also reserves the right to alter the TK Partial Program Agreement or TK Resident Handbook at anytime without notice.

Violation to anything outlined in the Rules and Regulation may lead to immediate eviction from Magnolia House and discharge from TK's Partial program. All infractions will be reviewed by the TK Program Coordinator in collaboration with the Administrative and Clinical Team.

Resident Initials _____



I voluntarily agree to be admitted into the PHP of Timberline Knolls and accept the personal responsibilities of living independently outside of the PHP programming in the Magnolia House.

This includes but is not limited to Timberline Knolls not being responsible or liable for:

- Personal items lost or stolen
- Transportation outside of the PHP daily scheduled programming
- Personal activities/behavior outside of the PHP daily scheduled programming
- Dispensing of personal medication

I have read this document and agree to abide by the rules, guidelines and expectations required of me during my stay at Magnolia House. I understand that failure to comply with the rules and expectations at Magnolia House may result in my being dismissed from housing at Magnolia or continued treatment at Timberline Knolls.

I also understand and agree that I am responsible for the consequences of my own behavior. Timberline Knolls/Magnolia House/Employees are not responsible for any injury I sustain, or harm I cause to others when I am not following the rules or not on the premises.

By entering Timberline Knolls Magnolia House Partial Program you agree to actively participate in your treatment. In the event you wish to be discharged, we expect you to follow normal discharge procedures. However, should you decide to leave Timberline Knolls against our advice and on your own, you agree that Timberline Knolls is not responsible for any injuries you may incur to yourself or damages you create as a result of leaving. This includes physical or any other types of injury sustained by Residents who attempt to leave the premises without permission or before formal discharge. Both You the Resident and/or its legal guardian agree to hold harmless, waive from liability, defend and indemnify TK from any action whatsoever, by either the resident or on the resident's behalf or a third-party asserting damages arising from the resident's exit or attempt to exit the TK premises without permission or formal discharge.

Resident Name (printed) _____

Resident Signature: _____ Date: _____

Program Coordinator Name (printed) _____

Program Coordinator Signature _____ Date: _____



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #126-12
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Cases 12-12 & 12-19 UDO Amendments

DATE: November 20, 2012

SUMMARY

At the Committee of the Whole last week, the Board reviewed amendments to the Unified Development Ordinance, including amendments to UDO regulation of electronic message centers, landscaping in M zoning districts, and residential design standards. The attached ordinance reflects the proposed changes discussed at the Committee of the Whole.

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**

(UDO Amendments)

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

THIS 26th DAY OF NOVEMBER, 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 26th
day of November, 2012.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT
MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT
ORDINANCE OF 2008**

(UDO 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, June 20, and October 17, 2012, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted public hearings on proposed amendments to the zoning and land use regulations of the Unified Development Ordinance; and

WHEREAS, notices of the aforesaid public hearings were 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 of the Lemont Municipal Code, the Lemont Unified Development Ordinance, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Throughout UDO

Change all references in Unified Development Ordinance from “Community Development Director” to “Planning and Economic Development Director.”

CHAPTER 17.02 DEFINITIONS

~~**ARTERIAL STREET, MAJOR and MINOR**~~ See “~~STREET-
HIERARCHY~~”

STREET, ARTERIAL Part of a hierarchy of street types, fitting above collector streets. Arterial streets are relatively high volume, medium to high-speed streets that provide transportation circulation within and between communities. Such streets typically have at-grade intersections and such intersections are normally controlled by traffic signs and signals.

Table 17-06-01 Permitted and Special Uses in the Zoning Districts

Change “Lodge, fraternal and civic assembly” from a prohibited use to a permitted use in the DD district;

Table 17-06-02 Permitted Accessory Uses and Obstructions in Yards

Decks and terraces in a residential district, DD, or INT district, provided they are: at least 15 ft from all lot lines in districts R-1, R-2, R-3, and R-4; and in districts DD, INT, R-4A, R-5 and R-6 at least 10 ft from all lot lines or equal to the setback of a conforming principal structure, whichever is less.

Sheds, in DD, INT and all residential districts ~~R-districts~~, up to a maximum of 160 sq ft.

17.11.100 TEMPORARY SIGNS

H. Village Event Signs. The Village sponsors, coordinates, or otherwise promotes special events aimed at achieving economic development goals, e.g. attracting tourists to the downtown. i.e. the DD district. Signs for Village-sponsored events may be placed in the Village’s public right of way, on light poles, or fences on Village property. For the purposes of this section, “Village-sponsored events” shall mean festivals, parades and other seasonal activities that are funded entirely or in part by the Village, and which have a goal of attracting visitors to DD district and/or celebrating the heritage and history of Lemont.

17.11.200 ELECTRONIC MESSAGE CENTERS (EMCs) ~~AND DISTRICT~~

~~MAP 17-11-02 Electronic Message Center Overlay District~~

~~A. Where Allowed.~~ Electronic Message Centers shall:

- ~~1. Be allowed only within the Electronic Message Center Overlay District as depicted in Map 17-11-01 or at service stations; and~~
- ~~2. Be allowed only within 50 feet of the right of way of the primary street servicing the land use; and~~
- ~~3. Not be allowed within 500 feet of another electronic message center. This distance of 500 feet shall be measured from the base~~

~~of one sign directly to the base of the other sign. Service stations shall be exempt from this 500 ft distance requirement, and an electronic message center at a service station shall not prevent the establishment or operation of another electronic message center that would otherwise be allowed under this chapter.~~

~~B. Other Restrictions.~~ All electronic message centers shall conform to the following standards:

- ~~1. The electronic message center shall not comprise more than 25% of the sign area~~
- ~~2. The electronic message center shall not consist of flashing, oscillating, chasing, scrolling, or animated lights; and~~
- ~~3. The electronic message shall not change more frequently than once every three seconds; and~~
- ~~4. The electronic message center at service stations shall be limited to the prices of motor fuel products and the height of the "\$" and the numbers which indicate the prices shall be no greater than 15 inches. Up to four prices of motor fuel products may be displayed, so long as all the other restrictions of this chapter and this section are met,~~
- ~~5. Electronic message centers shall consist of amber lettering on a black background. The use of red or lettering or lettering colored other than amber is prohibited.~~

A. Allowable Locations. Electronic message centers (EMCs) shall be located:

1. On property zoned B-3 or INT.
2. Adjacent to one of the following arterial streets:
 - a. Lemont Road; or
 - b. State Street; or
 - c. 135th Street; or
 - d. McCarthy Road; or
 - e. Bell Road; or
 - f. Archer Avenue; or
 - g. Route 83.
3. At least 400 feet from another EMC. This distance of 400 feet shall be measured from the base of one sign directly to the base of the other sign. Service stations shall be exempt from this 400-ft distance requirement, and an EMC at a service station shall not prevent the establishment or operation of another electronic message center that would otherwise be allowed under this chapter.

4. At least 250 feet from the nearest residentially zoned property that is adjacent to the same street on which the EMC is located. This distance of 250 feet shall be measured from the base of the sign to the nearest property line of the residentially zoned property.

B. Sign Design. Electronic Message Centers (EMCs) shall:

1. Be incorporated into a monument sign that includes a non-EMC sign message.
2. Not be located above a non-EMC sign message.
3. Not exceed 33% of the total sign area.
4. Comply with all other standards for monument signs found in this chapter.

C. Illuminance. The night-time illumination of Electronic Message Centers (EMCs) shall conform with the criteria set forth in this section.

1. The illuminance of an EMC shall be measured with an illuminance meter set to measure footcandles accurate to at least one decimal. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color EMC, or a solid message for a single-color EMC. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the following formula:

$$\text{Measurement Distance} = \sqrt{\text{EMC area (in square feet)} \times 10}$$

2. The difference between the off and solid-message measurements using the EMC measurement criteria shall not exceed 0.3 footcandles at night.
3. All EMCs must be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements.

D. Other Display Features. Electronic Message Centers (EMCs) shall conform to the following standards:

1. The electronic message shall not change more frequently than once every seven seconds.
2. Flashing, blinking, scrolling, chasing, animation, and other similar effects shall be prohibited.

3. The EMC shall display a maximum of two colors at any given time. The background of the EMC must remain black at all times and the black background does not constitute a color toward the two-color limit.

E. Service Stations. The electronic message center (EMC) at service stations shall be limited to the prices of motor fuel products and the height of the “\$” and the numbers which indicate the prices shall be no greater than 15 inches. Up to four prices of motor fuel products may be displayed, so long as all the other restrictions of this chapter and this section are met.

17.20.061 ADDITIONAL LANDSCAPE STANDARDS FOR LOTS ZONED “M”

Lots zoned “M” that abut lots zoned B, DD, or INT, or that are separated by a public right of way from lots that are zoned B, DD, or INT, shall provide landscaping and/or screening as follows:

A. Abutting B, DD, or INT. Along the entire length of any property line of an M-zoned lot that abuts a B, DD, or INT-zoned lot, a wood fence with a minimum of 95% opacity and with a minimum height of six feet shall be erected and maintained; and

B. Along a Public Street. Along the property line of any M-zoned property that fronts a public street:

1. At least 2.0 plant units per 100 linear feet shall be installed and maintained; or
2. A wood fence with a minimum of 95% opacity and with a minimum height of six feet plus at least one plant unit per 100 linear feet shall be installed and maintained.
3. M-zoned properties along Industrial Park Drive and Canal Bank Road are exempt from the provisions of this paragraph B.

17.20.070 LANDSCAPE STANDARDS FOR PARKING LOTS

A. Applicability. All parking lots in all B, R, DD, and INT districts containing 15 or more parking spaces shall be landscaped in accordance with the provisions of this section. ~~The requirements of this section do not apply to storage of new or used motor vehicles or boats or to trucking or motor freight terminals that are not normally open to the public.~~

17.22.020 DESIGN VARIETY IN RESIDENTIAL CONSTRUCTION

D. Criteria. When comparing the proposed new single-family dwelling to another single-family dwelling subject to the proximity standards of paragraph B of this section, the two buildings shall be deemed dissimilar, i.e., not similar in appearance, when the criteria in the four sub-paragraphs 1,2, 3, and 4 below are met or the criteria in sub-paragraph five are met.

1. *Exterior materials and details.* The exterior materials on the façade or the details on the façade of the subject buildings shall differ by at least two of the following ways:
 - a. The percentage of at least one exterior material, e.g. brick, on the proposed building shall be changed by at least ~~25~~ 20 percent from the same material on the other subject building.
 - b. The color or size/type of brick, decorative stone or synthetic stone on the proposed building differs from the color or size/type of brick or stone on the other subject building.
 - c. The orientation of siding on the proposed building differs from the orientation of siding on the other subject building.
 - d. A water table at least three feet in height is incorporated on the proposed building and there shall be a lack of wainscot or a water table on the other subject building.
 - e. The incorporation of quoins facing a public street on the proposed building is different from the incorporation of quoins on the other subject building. Here, “different” may mean that one building lacks quoins while the other one does not, or it may mean that the size, the length, the shape and the materials of the quoins on the subject building substantially varies.
 - f. The presence or incorporation of belt courses, brick soldier courses, or other brick or stone detail on the proposed building is extensively different from such architectural features on the other subject building. “Extensively” in this case shall mean that the detail is incorporated throughout the façade rather than one specific window, entrance, or portion of the façade. Such presence or incorporation of said items used as lintels shall not factor into this standard, but may factor into the standards for fenestration found in paragraph D.3 below.
2. *Entrance features and other façade features.* The front or main entrance to the subject buildings shall differ by at least one of the following ways:

- a. The entrance surround on the proposed building consists of different elements, such side windows or transoms, as found on the other subject building.
 - b. The incorporation or lack of bay windows, oriels, porches, or columns on the proposed building differs from the other subject building.
3. *Fenestration.* The design and disposition of windows and other exterior openings on the subject buildings shall differ in at least one of the following ways:
- a. The number of windows on the façade of the proposed new single-family dwelling differs from the number of windows on the façade of the other subject building.
 - b. The presence or incorporation of masonry lintels or arches over windows on the façade of the proposed single-family dwelling is different from the presence or incorporation of masonry lintels on the façade of the other subject building. Here “different” could mean that one building uses one type of arch (e.g. a Roman arch), while the other building uses another type of arch (e.g. a bowspring arch). Alternatively, “different” could mean that a solid stone lintel is used on one building and a solid stone jack arch is used on the other building.
 - c. The type of window incorporated into the façade of the proposed building differs from the type of window incorporated into the façade of the other subject building. For example, one building may have casement windows and the other building may have double-hung windows.
4. *Roof line.* The roof or roof line shall differ by at least one of the following ways:
- a. The presence or the incorporation of dormers on the façade of the proposed building is different from the presence or incorporation of dormers on the façade of the other subject building. Here “different” may mean that the number and arrangement of dormers is varied, or that the height, width, roof angle or material of the dormers is different.
 - b. The roof type of the proposed building is different from the roof type of the other subject building. For example, one building may have a hip roof and the other building may have a gabled roof.
 - c. The roof line of a front porch on the proposed building is different from the roof line of a front porch on the other subject building.

- d. The number or arrangement of gables on the façade of the proposed building is different from the number or arrangement of gables on the façade of the other subject building.
5. Building massing. Building massing shall differ in at least two of the following ways:
- a. The height, as viewed from the front of the residence, shall differ by at least 15 percent; or
 - b. The width, as viewed from the front of the residence, shall differ by at least 15 percent; or
 - c. The length of the roofline, as viewed from the front of the residence, shall differ by at least 30%. In instances where one roofline, as viewed from the front of the residence, is a peaked roof, then the other roofline, as viewed from the front of the residence, shall have a horizontal run of at least eight feet; or
 - d. The roof pitch angle, as viewed from the front of the residence, shall differ by at least 25 degrees.

17.22.050 ARCHITECTURAL STANDARDS FOR RESIDENCES

D. Permitted exterior materials. The following materials, or combinations of the following materials, are expressly permitted on all exterior elevations:

1. Brick
2. Decorative natural stone or synthetic stone
3. Wood
4. Fiber cement siding, cement board siding, e.g. Hardie plank
5. Stucco
6. Cement or concrete
7. Vinyl, provided that:
 - a. No more than 33% of the total area of the façade is of vinyl; and
 - b. The siding is certified as meeting the requirements of ASTM D3679 or ATSM D7254; and
 - c. The siding is certified as meeting the requirements of ASTM D6864 or ATSM D7251.

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 26th day of November, 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
George Schafer, Assistant Village Administrator
Subject: Vacating of Alley to MWRD
date: Nov 20, 2012

BACKGROUND/HISTORY

Staff was approached by MWRD to vacate a portion of the 16 foot alley that lies between the MWRD Lemont Treatment Plant and properties the MWRD recently purchased as part of the treatment plant renovations and upgrades.

Staff is recommending the vacation of this alley as it is no longer needed for a municipal purpose. Further it will aid another government entity in providing services to the Village of Lemont.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinance Authorizing Vacation of an Alley
Plat of Vacation

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING THE VACATION OF AN ALLEY

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 26th DAY OF November, 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 26th day of November, 2012.

ORDINANCE NO. _____

An Ordinance Authorizing the Vacation of an Alley

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

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) has requested the vacation of the 16 foot wide alley that runs adjacent to Lots 21 through 24 in Singer & Talcott’s Stone Company Subdivision in the Village of Lemont, Cook County, Illinois, and legally described as:

THE 16 FOOT WIDTH PUBLIC ALLEY, LYING NORTHERLY AND ADJACENT TO LOTS 21 THROUGH 24 IN SINGER & TALCOTT’S STONE COMPANY SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JUNE 4, 1872 AS DOCUMENT 34986. (As shown on the plat of vacation attached hereto as Exhibit “A”) (hereinafter referred to as the "Alley").

WHEREAS, the Alley lies entirely within the corporate limits of the Village; and,

WHEREAS, the title to the Alley shall vest in the MWRD pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1); and,

WHEREAS, the President and Board of Trustees of the Village of Lemont find that Alley is not now and will not be required for public right-of-way; and,

WHEREAS, the public interest will be served by vacating the Alley in that there will be relief to the public from the further burden and responsibility of maintaining the Alley and the Alley will provide the MWRD safe access to the site off Stephen Street for future planned construction work in that vicinity; and,

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

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

SECTION 2: That certain dedicated public right-of-way, located entirely within the corporate limits of the Village of Lemont, legally described below and shown upon the Plat of Vacation, attached hereto and hereby made a part hereof as Exhibit A, is hereby vacated:

THE 16 FOOT WIDTH PUBLIC ALLEY, LYING NORTHERLY AND ADJACENT TO LOTS 21 THROUGH 24 IN SINGER & TALCOTT'S STONE COMPANY SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JUNE 4, 1872 AS DOCUMENT 34986.

SECTION 3: That title to the Alley shall vest in the MWRD, which owns certain properties adjacent to the Alley, identified by PINs 22-20-400-002, 22-20-400-003, 22-20-400-004, 22-20-400-005.

SECTION 4: That, pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1), this ordinance reserves perpetual non-exclusive easements for public utilities, telephone and cable television to the public utilities, telephone, cable television, electronic transmission facilities, and community antenna television operators owning such facilities, including the Village, and their successors and assigns for continuing public service by means of those facilities and for the maintenance, renewal and reconstruction of such utilities, in, under, across, along and upon the surface of the above-described alley. No permanent buildings or structures shall be placed on or above said facilities, but, subject to applicable Village ordinances, the same may be used for landscaping, parking and other purposes that do not then or later interfere with the aforesaid uses or rights.

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 26th day of November, 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:

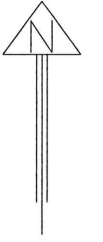
CHARLENE M. SMOLLEN
Village Clerk

P.I.N. 22-20-400-002
P.I.N. 22-20-400-003
P.I.N. 22-20-400-004
P.I.N. 22-20-400-005

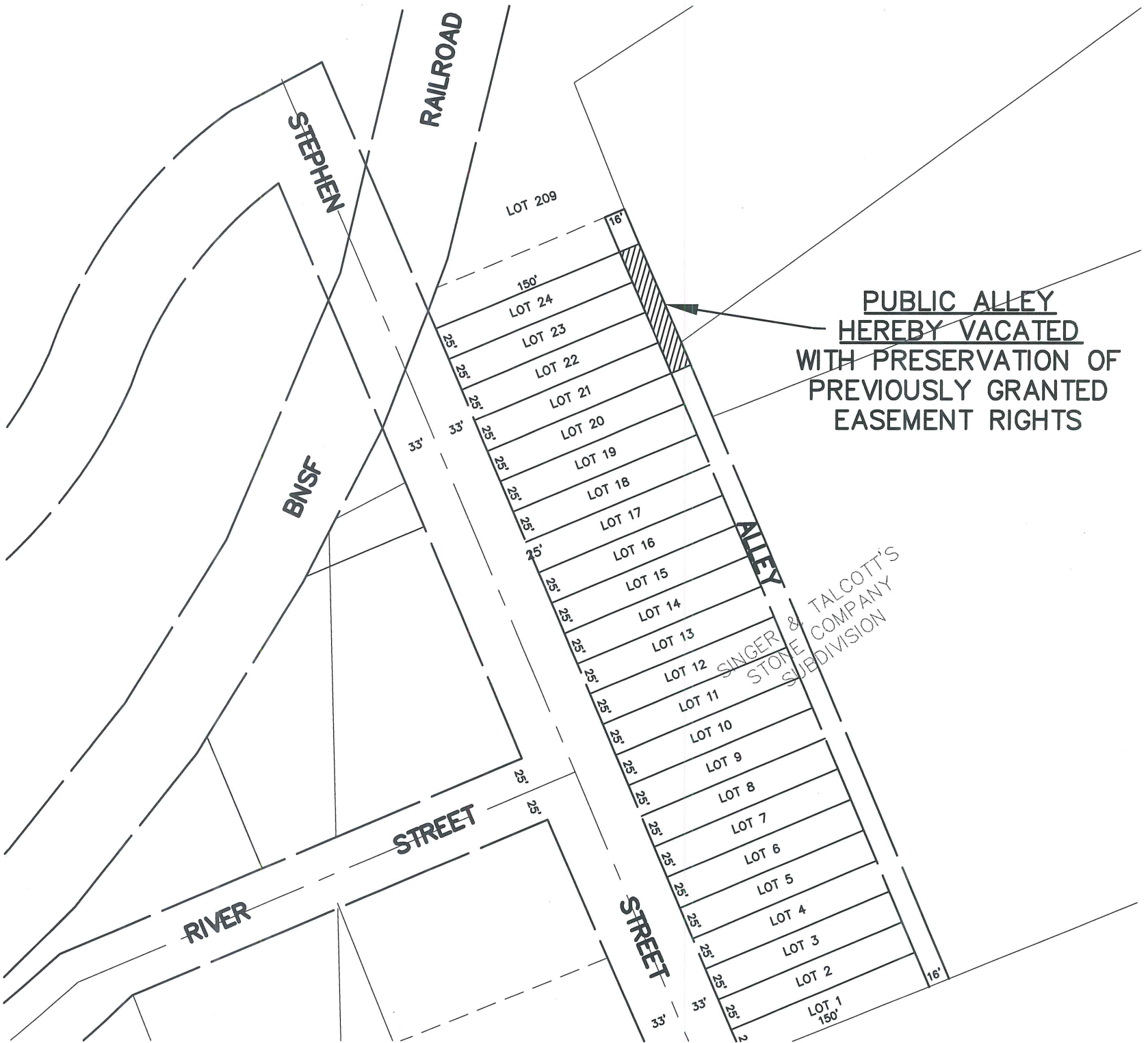
PLAT OF VACATION

OF

THE 16 FOOT WIDTH PUBLIC ALLEY, LYING NORTHERLY AND ADJACENT TO LOTS 21 THROUGH 24 IN SINGER & TALCOTT'S STONE COMPANY SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MEDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JUNE 4, 1872 AS DOCUMENT 34986.



SCALE: 1"=100'



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) S.S

THE VILLAGE OF LEMONT, A MUNICIPAL CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE, AND FURTHER CERTIFIES THAT THEY HAVE HEREBY CAUSED THE ABOVE DESCRIBED PROPERTY TO BE VACATED.

DATED THIS _____ DAY OF _____ A.D., 2012.

BY: _____ PRESIDENT BRIAN K. REAVES

BY: _____ VILLAGE CLERK CHARLENE SMOLLEN

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ CHARLENE SMOLLEN OF VILLAGE OF LEMONT ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS PRESIDENT AND CLERK _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID PERSONS FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D., 2012.

MY COMMISSION EXPIRES: _____

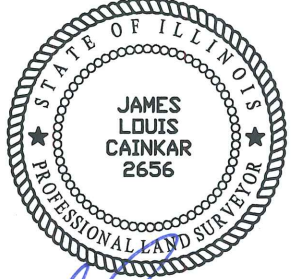
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S

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

DATED AT WILLOWBROOK, ILLINOIS, THIS 8th DAY OF NOVEMBER A.D., 2012.

JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-2014



SIGNATURE

11-8-2012
DATE

JAMES L. CAINKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-14



Village of Lemont
Community Development Department

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

TO: Mayor Brian K. Reaves #124-12
Village Board of Trustees

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

THRU:

SUBJECT: Façade Grants – Sweetwater Deli and Otto Brandt Wines

DATE: 19 November 2012

SUMMARY

In 2010 the Village resurrected its Downtown Façade, Sign, and Site Improvement Grant Program, ('façade grants') with the passage of Ordinance O-51-10. Staff received two applications for façade grants: from Sweetwater Deli for awnings and from Otto Brandt Wines for a wall sign. The ordinance approving the façade grant program outlines two application deadlines: In February and in August. Both of these applications were received outside of the application windows for this fiscal year. Additionally, the grant program is requires applications for grants be approved prior to commencement of work; the Otto Brandt Wines sign has already been installed.

Nevertheless, the ad hoc review committee, despite the lack of strict adherence to the approving ordinance, recommended approval of both applications with grant amounts as follows:

316 Canal St (Sweetwater Deli) awnings: \$1,855.00

110 Main St (Otto Brandt Wines) sign: \$1,201.90

The Committee of the Whole reviewed this item on 19 November. The Historic Preservation Commission has issued Certificates of Appropriateness for both the awnings and the sign.

ATTACHMENTS

Resolution Approving Grant for 316 Canal Street

Resolution Approving Grant for 110 Main

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**AN RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 316 CANAL STREET IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 26TH DAY OF NOVEMBER, 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 26th day of November, 2012**

AN RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 316 CANAL STREET IN LEMONT, IL

RESOLUTION NO. _____

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

WHEREAS, Annette Gioiosa, the lessee of the property at 316 Canal Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

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

WHEREAS, the review committee recommended a grant of \$1,855.00.

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

That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as “Downtown Façade, Sign, and Site Improvement Grant Agreement for 316 Canal Street,” a copy of which is attached hereto and made a part hereof.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 26th day of November, 2012.

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

Approved by me this 26th day of November, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **VILLAGE OF LEMONT**

2
3 **DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT**
4 **GRANT PROGRAM AGREEMENT**
5

6 **THIS AGREEMENT**, entered into this 26th day of November, 2012, between the Village
7 of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following designated
8 OWNER/LESSEE, to wit:

9
10 Owner's/Lessee's Name: Annette Gioiosa _____

11
12 Address: 13331 Fox Hill Dr _____

13
14 City: Lemont State: Illinois Zip Code: 60439

15
16 Name of Business: Sweetwater Deli _____

17
18 Project Address(es): 316 Canal Street, Lemont _____

19
20 **WITNESSETH**

21 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site
22 Improvement Grant Program for application within certain designated commercial
23 rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and
24

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

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

1 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment
2 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE
3 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program
4 pursuant to the terms and provisions of this agreement.
5

6 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
7 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:
8

9 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit A and as
11 reviewed and approved for a Certificate of Appropriateness by the Lemont Historic
12 Preservation Commission, to the OWNER's/LESSEE's property. **The maximum amount**
13 **of reimbursement for said property improvements shall not exceed \$1,855.00.** The
14 maximum amount of reimbursement for sign installation/improvements shall not exceed
15 \$750.00, and the maximum amount of reimbursement for architectural fees shall not exceed
16 \$1,000.00.
17

18 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be
19 undertaken until the building, sign, and/or site plans have been submitted to and approved by
20 the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such
21 improvements to be completed within 180 days of the date of the approval of this
22 Agreement.
23

24 **Section 3.** REVIEW OF PROJECT. The Planning & Economic Development
25 Director shall periodically review the progress of the contractor's work on the building, sign,
26 and site improvements pursuant to this Agreement. Such inspections shall not replace any
27 required permit inspection by Village Inspectors. All work which is not in conformance with
28 the approved drawings and specifications shall be immediately remedied by the
29 OWNER/LESSEE and deficient or improper work shall be replaced and made to comply
30 with the approved drawings, specifications, and terms of this Agreement.
31

32 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the
33 building and site improvement/historic preservation and upon its final inspection and
34 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
35 a properly executed and notarized contractor statement and architect fee statement showing
36 the full cost of the work as well as each separate component amount due to the contractor
37 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
38 work.

1 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the
2 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall,
3 within sixty days of receipt of the contractor's statement and proof of payment issue a
4 check to the OWNER/LESSEE. In no case shall the amount paid to the
5 OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or
6 architect's statements. At the time of reimbursement and throughout the term of this
7 agreement, the land use and signage under the control of the OWNER/LESSEE shall be in
8 conformance with zoning and sign code provisions.

9
10 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his
11 contractor fails to complete the building, sign, or site improvements in conformity with the
12 plans provided for in Exhibit A and in conformity with the provisions of this Agreement, this
13 Agreement shall terminate and the financial obligation on the part of the VILLAGE shall
14 cease and become null and void.

15
16 **Section 6.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
17 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
18 subject premises which is unrelated to the building, sign, and site improvement provided for
19 in this Agreement.

20
21 **Section 7.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION.
22 The owner of the subject property agree to defend and hold harmless the Village from any
23 and all claims which may arise out of said owners' construction activities under this
24 Agreement.

25
26 **Section 8.** GENERAL INDEMNIFICATION. In the event that, as a result of this
27 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant
28 in any litigation arising by reason of this Agreement, and development activities
29 contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the
30 mayor, trustees, officers and agents thereof, individually and collectively, from any
31 suits and from any claims, demands, setoff or other action including but not limited to
32 judgments arising therefrom. The obligation of the owners hereunder shall include and
33 extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and
34 its officers and agents in such litigation and includes expenses, court costs and fees; it
35 being understood that the owners where there shall be no applicable standards provided
36 therein, shall have the right to employ all such attorneys to represent the VILLAGE and its
37 officers and agents in such litigation, subject to the approval of the corporate authorities of
38 the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have
39 the right to appeal to courts of appellate jurisdiction any judgment taken against the
40 VILLAGE or its officers or agents in this respect, and the Village shall join in any such
41 appeal taken by the owners.

42
43 **Section 9.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto
44 may in law or in equity, by suit, action, mandamus, or any other proceeding, including

1 specific performance, enforce or compel the performance of this Agreement, which shall
2 include the right of the parties to recover a judgment for monetary damages against each
3 other, provided, however, that the owners shall not have a right to recover a judgment for
4 monetary damages against any elected or appointed official of the VILLAGE for any breach
5 of any of the terms of this Agreement. The VILLAGE reserves the right to maintain
6 an action to recover damages or any sums which owners have agreed to pay pursuant to this
7 Agreement and which have become due and remained unpaid.

8
9 **Section 10.** EXHIBITS. It is agreed that Exhibit A shall be considered part of this
10 agreement.

11
12 **Section 11.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.
13 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the
14 property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site
15 Improvement Grant Program. The sign will be provided by the VILLAGE and shall be
16 displayed upon approval of this Agreement to no less than thirty days after final approval
17 and reimbursement is made.

18
19
20
21 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
22 first appearing above.

23
24
25 **OWNERS/LESSEE**

VILLAGE OF LEMONT

26
27
28 _____
29 **Property OWNER/LESSEE**

Village President

30
31
32 **Date:** _____

Date: _____

33
34
35 _____
36 **OWNER/LESSEE**

37
38 **Date:** _____

1 ATTEST:

2

3

4 By: _____

5

Village Clerk

1 STATE OF ILLINOIS }
2 } SS:
3 COUNTY OF COOK }

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

9 _____
10 Notary Public

11 This instrument was prepared by:
12 VILLAGE OF LEMONT
13 418 Main Street
14 Lemont, Illinois 60439

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31

Village of Lemont

Application for Certificate of Appropriateness

Lemont Historic Preservation Commission
418 Main Street Lemont, Illinois 60439
phone (630) 257-1595
fax (630) 257-1598

APPLICANT INFORMATION

Applicant's Name Sweetwater Deli

Applicant's Address 316 Canal Street, Lemont

Applicant's Telephone # 630-243-7210

Applicant's E-mail Address info@sweetwaterdeli.com

CHECK ONE OF THE FOLLOWING:

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

PROPERTY INFORMATION

Address of Subject Property/Properties 316 Canal St.

Parcel Identification Number of Subject Property/Properties _____

PROJECT INFORMATION

Proposed Construction, Renovation, Demolition (check all that apply):

- | | |
|---|---|
| Change in height of structure _____ | Change in fenestration (window arrangement) _____ |
| Change in footprint of structure _____ | Replacement of windows, awnings <input checked="" type="checkbox"/> |
| Addition to structure _____ | Replacement of exterior details _____ |
| Change in exterior materials on a structure _____ | Installation or alteration of a fence _____ |
| Change in roofing materials _____ | Construction of new structure _____ |
| Addition of or change to a sign _____ | Demolition of s structure _____ |

Brief Statement of Proposed Work:

Addition of black awnings with white print
over each large window and one large awning
over entrance.

**Application for Certificate of
Appropriateness, page 2 of 2**

Village of Lemont

SUPPORTING DOCUMENTS

Attach architectural elevations, sketches, drawings, plans, site plans, etc. as appropriate. SUBMIT 10 COPIES OF ALL DOCUMENTS. The submission of material samples is encouraged, and in some cases the Historic Preservation Commission may deny or postpone approval of the application without material samples. The applicant may submit material samples at the time of application or may present them to the Historic Preservation Commission at the Commission's public meeting.

FOR VILLAGE STAFF USE ONLY

Application received on: 7 Nov 2012
Project information (drawings, elevations, etc) received: —

By: [Signature]

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information, exhibits, and documents herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that the submitted fee is non-refundable, and that prior to approval of grant reimbursement I will be expected to enter into an agreement with the Village of Lemont.

Annette Gioiosa

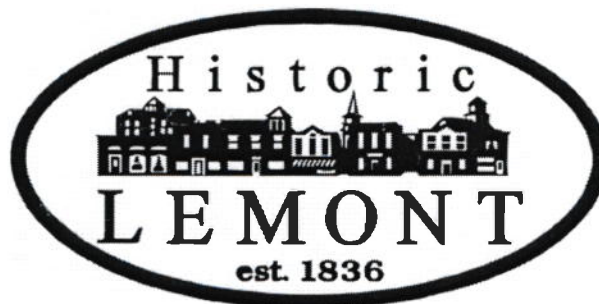
11/6/2012

Signature of Applicant

Date

Did you know....?

The Village of Lemont offers grants for the renovation of commercial property within the Lemont Historic District. Inquire with the Village's Planning & Economic Development Department or ask for a brochure and application.





SWEETWATER DELI



16999 Van Dam Road
South Holland, IL 60473
P: 708-596-4434
F: 708-596-9469

REVISION

1

FILE NAME:

Sweet Water
Deli

SALESMAN: David Ausema

DATE: 09-20-2012

Contact: Matthew Coglianese
graphics@chesterfieldawning.com

**PHOTO RENDERINGS
NOT TO BE USED AS
GRAPHICS APPROVAL**

This is an original drawing, created by Chesterfield Awning Company, Inc. It is being submitted for your personal use in connection with a project being planned for you by Chesterfield Awning Company, Inc. It is not to be used, reproduced, copied or exhibited in any fashion. In the event any of the above occurs, Chesterfield Awning Company, Inc. expects to be reimbursed \$250.00 in compensation for the time and effort entailed in creating this drawing.

Colors and Sizes are representative only for true colors, please see fabric samples.
THIS DRAWING IS NOT TO SCALE



Chesterfield Awning Co.

16999 Van Dam Road South Holland, IL 60473 Website: www.chesterfieldawning.com
Phone (708) 596-4434 Fax: (708) 596-9469

Sweet Water Deli

316 Canal Street
Lemont, IL 60439
630-243-7210 Dan
Cell 630-863-3671
info@sweetwaterdeli.com

September 27, 2012

CONTRACT / ESTIMATE

One (1) canvas awnings recovered and installed\$1,670.00
Style: Bubble	
Size(s): Match existing	
One (1) canvas awnings made and installed\$2,040.00
Style: Straight – no sides	
Size(s): 4 @ 56" w x 20" p x 26 - 40" d	
\$3,710.00

Border: None

Material: Sunbrella Black 4806

Frame: Reuse for Bubble; Aluminum – not painted for new

Graphics: **Sweet Water Deli**

 / Method: Vinyl Ink / Color: White (One color)

Customer has One (1) Week to Finalize and Approve Graphics before production is delayed

Misc: Does Include: Standard Chesterfield labor + Insurance

Does not include: Lights, electric, bottom covers, special shop drawings,
(structural eng. approved), or any city permits.

Total Price.....\$ _____

Down Payment ... _____

Balance due _____

Installation: Approx. 5 to 6 weeks upon down payment

Installation time subject to change depending on Delayed Graphics Approvals or Outsourced Graphics

Terms: 50% down, balance upon installation

Customer _____ Date: _____ Sales:

After the company goes into production on this merchandise, this contract cannot be canceled and the purchaser is responsible for the whole amount contracted herein. The merchandise is the property of the Chesterfield Awning Company, Inc. until the whole amount of the contract is paid in full. A service charge of 1 ½ percent monthly will be added to any unpaid balance after 30 days from installation. This is an effective annual rate of 18 percent.

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**AN RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 110 MAIN STREET IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 26TH DAY OF NOVEMBER, 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 26th day of November, 2012**

AN RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 110 MAIN STREET IN LEMONT, IL

RESOLUTION NO. _____

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

WHEREAS, Otto Brandt Wines, Inc. the lessee of the property at 110 Main Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

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

WHEREAS, the review committee recommended a grant of \$1,201.90.

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

That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as “Downtown Façade, Sign, and Site Improvement Grant Agreement for 110 Main Street,” a copy of which is attached hereto and made a part hereof.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 26th day of November, 2012.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

Approved by me this 26th day of November, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **VILLAGE OF LEMONT**

2
3 **DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT**
4 **GRANT PROGRAM AGREEMENT**
5

6 **THIS AGREEMENT**, entered into this 26th day of November, 2012, between the Village
7 of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following designated
8 OWNER/LESSEE, to wit:

9
10 Owner's/Lessee's Name: Otto Brandt Wines, Inc. _____

11
12 Address: 110 Main Street _____

13
14 City: Lemont State: Illinois Zip Code: 60439

15
16 Name of Business: Otto Brandt Wines _____

17
18 Project Address(es): 110 Main Street _____

19
20 **WITNESSETH**

21 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site
22 Improvement Grant Program for application within certain designated commercial
23 rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and
24

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

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

1 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment
2 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE
3 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program
4 pursuant to the terms and provisions of this agreement.
5

6 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
7 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:
8

9 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSE
10 for fifty percent of the costs for property improvements, as reviewed and approved for a
11 Certificate of Appropriateness by the Lemont Historic Preservation Commission, to the
12 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
13 **property improvements shall not exceed \$1,201.90.** .
14

15 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be
16 undertaken until the building, sign, and/or site plans have been submitted to and approved by
17 the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such
18 improvements to be completed within 180 days of the date of the approval of this
19 Agreement.
20

21 **Section 3.** REVIEW OF PROJECT. The Planning & Economic Development
22 Director shall periodically review the progress of the contractor's work on the building, sign,
23 and site improvements pursuant to this Agreement. Such inspections shall not replace any
24 required permit inspection by Village Inspectors. All work which is not in conformance with
25 the approved drawings and specifications shall be immediately remedied by the
26 OWNER/LESSEE and deficient or improper work shall be replaced and made to comply
27 with the approved drawings, specifications, and terms of this Agreement.
28

29 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the
30 building and site improvement/historic preservation and upon its final inspection and
31 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
32 a properly executed and notarized contractor statement and architect fee statement showing
33 the full cost of the work as well as each separate component amount due to the contractor
34 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
35 work.

In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall, within sixty days of receipt of the contractor's statement and proof of payment issue a check to the OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or architect's statements. At the time of reimbursement and throughout the term of this agreement, the land use and signage under the control of the OWNER/LESSEE shall be in conformance with zoning and sign code provisions.

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

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

Section 7. VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The owner of the subject property agree to defend and hold harmless the Village from any and all claims which may arise out of said owners' construction activities under this Agreement.

Section 8. GENERAL INDEMNIFICATION. In the event that, as a result of this Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees, officers and agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the owners hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and its officers and agents in such litigation and includes expenses, court costs and fees; it being understood that the owners where there shall be no applicable standards provided therein, shall have the right to employ all such attorneys to represent the VILLAGE and its officers and agents in such litigation, subject to the approval of the corporate authorities of the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect, and the Village shall join in any such appeal taken by the owners.

Section 9. PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the owners shall not have a right to recover a judgment for monetary damages

against any elected or appointed official of the VILLAGE for any breach of any of the terms of this Agreement. The VILLAGE reserves the right to maintain an action to recover damages or any sums which owners have agreed to pay pursuant to this Agreement and which have become due and remained unpaid.

Section 10. DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.

The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon approval of this Agreement to no less than thirty days after final approval and reimbursement is made.

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

OWNERS/LESSEE

VILLAGE OF LEMONT

Property OWNER/LESSEE

Village President

Date: _____

Date: _____

OWNER/LESSEE

Date: _____

ATTEST:

By: _____
Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Jeff Stein, Village Attorney

Subject: Intergovernmental Agreement with Lemont Park District

date: Nov 20, 2012

BACKGROUND/HISTORY

Based on on-going discussions with the Lemont Park District, there is a desire by both parties to enter into an agreement for purposes of providing the Village of Lemont police department to not only enforce Federal, State and Local laws upon property already in the Village jurisdiction, but to include all Park District controlled facilities. In addition, this will allow the Lemont Police Department to also enforce Park District Ordinance as approved by the Lemont Park District Board.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

IGA between the Village of Lemont and Lemont Park District

Resolution No. _____

**A Resolution Approving an Intergovernmental Agreement with
Lemont Park District**

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

SECTION ONE: The Intergovernmental Agreement between Lemont Park District
and the Village of Lemont attached as Exhibit A and incorporated in its entirety, is hereby
approved.

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**Intergovernmental Agreement
Between the
Lemont Park District
and
the Village of Lemont
for Police Protection on Park District Properties**

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THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the Village of Lemont, a municipal corporation located in Cook, DuPage and Will Counties, Illinois, hereinafter referred to as the “Village”, and the Lemont Park District, an Illinois Park District located in Cook, DuPage and Will Counties, Illinois, hereinafter referred to as the “Park District”.

WHEREAS, the Park District’s Corporate boundaries include within its territory property located in the Village, and to a lesser extent other surrounding territory; and

WHEREAS, the Village and the Park District share a common interest in protecting and preserving the peace and dignity of the general citizenry within their boundaries; and

WHEREAS, the Police Department of the Village has demonstrated competence, integrity and ability in law enforcement and maintaining order; and

WHEREAS, the Village and Park District have determined that it would be beneficial to the public health, welfare and safety for the Police Department of the Village to not only provide police protection within and upon all of the parks and property controlled by the Park District within the corporate boundaries of the Village, but to have the authority to enter Park District property for such purposes and to enforce Park District ordinances; and

WHEREAS, the Constitution of the State of Illinois of 1970 at Article VII, Section 10, the Illinois Compiled Statutes at 5 ILCS 220/1 *et seq.*, 65 ILCS 5/11-1-2.1 and 70 ILCS 1205/1-1, *et seq.* authorize intergovernmental cooperation and agreement between the Village and the Park District; and

WHEREAS, it is in the best interest and general benefit of the citizenry of the Park District and the Village that the Park District and Village enter into an agreement for the enforcement of laws and ordinances on property and in facilities owned and maintained by the Park District located within said Village with the intention of the parties to exercise to the fullest extent permitted by law the authority granted to them under those provisions;

NOW, THEREFORE, it is mutually agreed by the Village and the Park District as follows:

1. Recitals are Incorporated

The above recitals are hereby incorporated into this agreement.

2. Purpose

The purpose of this agreement is to provide the most efficient Police Protection and police services to Park District controlled property located in the Village.

3. Police Protection Defined

For all purposes of this agreement, the term “Police Protection” shall include by way of example, but not limitation: entry onto Park District controlled lands and facilities; enforcement of Park District ordinances, Village ordinances, state statutes and applicable federal law; routine or periodic surveillance; police patrol; inspection; general safeguarding of the parks, park patrons and the facilities and equipment located in the various parks or facilities controlled by the Park District; to make arrests upon view of the offense, reliable report of witnesses or upon warrants for violation of any applicable law.

4. Police Department Authorized to Enter Park District Property

Members of the Village Police Department are hereby authorized to enter Park District lands and facilities for purposes of providing Police Protection.

5. Additional Police Protection

The Village shall use its best efforts to provide additional Police Protection and services for special events occurring at Park District lands or facilities. The costs for said additional Police Protection shall be paid by the Park District on an as agreed basis for each function. The Village Administrator or his designee is hereby authorized to determine the charge, or to waive any charges, for such additional Police Protection.

All requests by the Park District for additional Police Protection shall be made directly to the Chief of Police or the subordinate designated by the Chief of Police. Such requests shall be made by the Director of the Park District or a subordinate so designated by the Director of the Park District.

6. Territory and Laws Enforced

This agreement shall apply to all Park District owned or controlled properties and facilities within the corporate limits of the Village. It is understood between the parties that the Village's Police Department shall enforce Village Ordinances, Park District ordinances, state statutes, or the applicable laws of the United States.

7. Supervision of Police

The Village's Police Officers shall at all times be subject only to the direction and control of the Chief of Police of the Village in the discharge of their normally assigned duties as Police Officers and shall not respond to orders or directions from any Park District officer or employee.

The Park District hereby agrees and authorizes the Lemont Police Department to enter upon the premises and facilities controlled by the Park District for the purpose of providing police protection.

8. Working Rules

The Village and Park District mutually agree that the Chief of Police of the Village and the Director of Parks and Recreation of the Park District shall jointly establish rules and guidelines, not inconsistent with law or this agreement, for the initial implementation of this agreement, and for the ongoing enforcement of the provisions set forth herein.

It is understood and agreed that the Village shall have appropriate procedures in place to allow police officers to respond as promptly as practicable to calls for police services at Park District lands or facilities.

9. Court Appearances/Fines/Costs

All citations written pursuant to this agreement shall be adjudicated on a regularly scheduled Lemont court call as directed by the Chief Judge of the Fifth Municipal District,

Circuit Court of Cook County or at the Village of Lemont Adjudication hearings as allowed by law. The Park District agrees that all fines collected pursuant to such citations shall be paid to the Village. The Village and Park District agree to execute any and all necessary documents and take all necessary steps to see that the office of Clerk of the Circuit Court, the applicable Judicial Circuit, pays all such fine monies to the Village.

It is also agreed that all monies paid as reimbursement for damage to Park District property will be paid to the Park District. In the event the Village collects such monies, it shall regularly forward same to the Park District.

10. Indemnification

The Park District shall indemnify and hold harmless the Village, its officers, employees, volunteers, and agents against any claims, demands, costs and expenses, including attorneys' fees for the defense thereof, arising from or in connection with this Agreement and/or the use of the Village's personnel pursuant to this Agreement or when caused by an act or omission on the part of the Park District or its officers, employees, volunteers and agents. The parties agree that this provision shall not apply to those claims resulting from the Village personnel's own willful misconduct.

11. Modification

This Agreement may be modified or amended by mutual consent and must be done so in writing executed in the same manner as this initial Agreement.

12. Validity

If any provision or provisions of this Agreement or the application of any provisions to any person or circumstance is held invalid, the invalidity of that provision or circumstance shall

not affect the other provisions of this Agreement, which other provisions shall remain in full force and effect.

13. Term of Agreement

This Agreement shall continue in full force and effect until terminated by either the Village or Park District upon ninety (90) days prior written notice to the other party. Notices shall be by certified or registered mail, return receipt requested, marked postage prepaid to the principal office of the other party.

14. Other Documentation

The Village and Park District shall take such other steps and execute such other documents as shall be necessary or advisable to accomplish the intent of this Agreement.

IN WITNESS WHEREOF, the Village of Lemont and the Lemont Park District, by their duly authorized officers, have executed this Agreement effective on the date first above written.

VILLAGE OF LEMONT

By: _____
Mayor

Attest:

Village Clerk

LEMONT PARK DISTRICT

By: _____
President

Attest:

Secretary

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Amendment to IGA with 113A
date: Nov 20, 2012

BACKGROUND/HISTORY

This past May, the Village of Lemont and School District 113A entered into an IGA for the Village to utilize 410 McCarthy during the renovations to Village Hall. Due to unforeseen conditions, the timeline for utilization of 410 McCarthy needs to be extended to Jan 31, 2013.

The Lemont-Bromberek School District 113A has previously approved this amendment.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Resolution Amending the Intergovernmental Agreement with 113A

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH
LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A**

WHEREAS, the Village President and Board of Trustees of the Village of Lemont (“Village Board”) passed Resolution No. R-31-12 on May 14, 2012 approving an Intergovernmental Agreement with Lemont-Bromberek Combined School District 113A to facilitate temporary relocation of a portion of the Village’s municipal offices from Village Hall to 410 McCarthy Road, Lemont, Illinois during the reconstruction of Village Hall from June 1, 2012 to November 30, 2012;

WHEREAS, the reconstruction of Village Hall will not be completed by November 30, 2012, and the Village has requested continued use of 410 McCarthy Road, Lemont, Illinois, to the end of the day on January 31, 2013;

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

SECTION ONE: The Amendment to Intergovernmental Agreement with the Lemont-Bromberek Combined School District 113A, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Village Administrator and Village Attorney are hereby authorized to negotiate and enter into such Amendment to Intergovernmental Agreement with the Lemont-Bromberek Combined School District 113A and further, the Mayor and/or Village Administrator are authorized to execute such Amendment to Intergovernmental Agreement in the form satisfactory to the Village Administrator and Village Attorney; to make minor changes to the document prior to execution which do not materially increase 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 26th day of November, 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

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN LEMONT- BROMBEREK COMBINED SCHOOL DISTRICT 113A AND
THE VILLAGE OF LEMONT**

Now Come the Parties hereto, the **BOARD OF EDUCATION OF LEMONT-
BROMBEREK COMBINED SCHOOL DISTRICT 113A** and the **VILLAGE OF
LEMONT**, and hereby agree as follows:

1. That on May 15, 2012 an Intergovernmental Agreement was entered into by and between the Parties for the use of Central School, 410 McCarthy Road, Lemont, Illinois by the Village.
2. Section Three of the Intergovernmental Agreement stated that the Intergovernmental Agreement would commence on June 1, 2012 and end on the end of the day, November 30, 2012.
3. That the Village of Lemont has informed the Board of Education of Lemont-Bromberек Combined School District 113A that due to construction issues, it needs to use the space designated in the Intergovernmental Agreement at Central School beyond November 30, 2012.
4. That due to the needs of the Village to continue use of the designated area of Central School as set forth in the Intergovernmental Agreement, the Parties hereto agree that the ending date of the Intergovernmental Agreement shall be extended to the end of the day, January 31, 2013.
5. That the Parties hereto agree that the terms set forth above shall be incorporated into and made a part thereof of the Intergovernmental Agreement made and entered into on the 15th day of May, 2012 and shall supersede any terms therein to the contrary.

BOARD OF EDUCATION LEMONT-
BROMBEREK COMBINED SCHOOL
DISTRICT 113A, DUPAGE AND COOK
COUNTIES, ILLINOIS

VILLAGE OF LEMONT

By: _____
President

By: _____
President

Attest:

Attest:

Secretary

Secretary

Signed copies are to be given to each party and filed with each party's legal counsel.

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: High Road LAFO Resurfacing
MFT Section No.: 11-00048-00-RS
MFT Resolution/Request for Expenditure/Authorization of MFT Funds

date: November 16, 2012

BACKGROUND

The High Road LAFO Resurfacing project consists of improvements to High Road, north of 135th Street to 127th Street. In order to use Motor Fuel Tax funds for the local match (30%) of this construction work, an MFT Resolution must be passed.

PROS/CONS/ALTERNATIVES

The MFT Resolution is required for the use of Motor Fuel Tax funds for this work.

RECOMMENDATION

Approval of said Resolution.

ATTACHMENTS

- "Resolution for Improvement by Municipality Under the Illinois Highway Code", in the amount of \$110,000.00;
- "Request for Expenditure/Authorization of Motor Fuel Tax Funds", in the amount of \$110,000.00;

VILLAGE BOARD ACTION REQUIRED

Approval of MFT Resolution and Request for Expenditure/Authorization of MFT Funds as noted.

File No. 11025



For District Use Only

Transaction Number

Date

Checked by

Municipality Village of Lemont

County Cook, Will & DuPage

Rd. District 1

Section 11-00048-00-RS

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

Purpose	Amount
Contract Construction.....	\$110,000.00
Day Labor Construction	
Right-of-Way (Itemized On Reverse Side).....	
Engineering	
Maintenance Engineering	
Engineering Investigations.....	
Other Category.....	
Obligation Retirement.....	
Maintenance.....	
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	
IMRF or Social Security.....	
Interest	
Total	\$ 110,000.00

Comments

Date November 26 , 2012

Signed by

Ben Wehmeier, Administrator. Title of Official

Approved

Date

Department of Transportation

Regional Engineer



BE IT RESOLVED, by the _____ PRESIDENT & BOARD OF TRUSTEES _____ of the
Council or President and Board of Trustees
VILLAGE _____ of _____ LEMONT _____ Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
HIGH ROAD	FAU 4307	North of 135th Street	127th Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of hot-mix asphalt resurfacing with leveling binder and
surface courses, including area reflective crack control, pavement patching, thermoplastic pavement marking,
and all incidental and appurtenant work

_____ and shall be constructed 18-feet & varies wide
and be designated as Section 11-00048-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of One-Hundred Ten Thousand, and no/100
Dollars (\$110,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by _____ CONTRACT _____ ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer

I, Charlene M. Smollen Clerk in and for the
Village of Lemont
City, Town or Village
County of Cook, Will & DuPage, hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the President and Board of Trustees
Council or President and Board of Trustees
at a meeting on November 26, 2012
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
26th day of November, 2012
(SEAL)

City, Town, or Village Clerk