



# Village of Lemont

418 Main Street • Lemont, Illinois 60439

*Village of Faith*

## VILLAGE BOARD MEETING

JANUARY 10, 2011 - 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) 257-1598

**Engineering Department**  
phone (630) 257-2532  
fax (630) 257-3068

**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

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- I. PLEDGE OF ALLEGIANCE.
- II. ROLL CALL.
- III. CONSENT AGENDA. (RC)
  - A. APPROVAL OF MINUTES.
  - B. APPROVAL OF DISBURSEMENTS.
  - C. ORDINANCE AMENDING LEMONT MUNICIPAL CODE, CHAPTER 5.04:  
ALCOHOLIC BEVERAGES.  
(ADMINISTRATION) (REAVES)(WEHMEIER)
- IV. MAYOR'S REPORT
  - A. AUDIENCE PARTICIPATION.
- V. CLERK'S REPORT
  - A. CORRESPONDENCE.
  - B. ORDINANCES
    1. ORDINANCE AMENDING CHAPTER 5.04 OF THE LEMONT MUNICIPAL CODE - LIQUOR LICENSE CLASS A-6. (RC)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER/BLONDIN)
    2. ORDINANCE AMENDING FACADE GRANT FOR 115 STEPHEN STREET.  
(RC)  
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
    3. ORDINANCE AUTHORIZING VILLAGE ADMINISTRATOR TO DISPOSE OF SURPLUS PROPERTY. (RC)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER/BLONDIN)
    4. ORDINANCE AMENDING SECTION 10.22.040 OF THE LEMONT MUNICIPAL CODE: COMMUTER PARKING. (RC)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

5. **ORDINANCE ADDING SECTION 10.16.200 TO THE LEMONT MUNICIPAL CODE: DOUBLE PARKING. (RC)  
(PUBLIC SAFETY)(MIKLOS)(SHAUGHNESSY)**
6. **ORDINANCE AMENDING SECTION 10.32 OF THE LEMONT MUNICIPAL CODE: VEHICLE LICENSE. (RC)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
7. **ORDINANCE AMENDING CHAPTER 9.44 OF THE LEMONT MUNICIPAL CODE: USE OF RECREATIONAL AREAS. (RC)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
8. **ORDINANCE GRANTING A VARIATION TO ALLOW A FENCE IN A REQUIRED CORNER SIDE YARD SETBACK AT 13154 KINSALE COURT. (RC)  
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**

**C. RESOLUTIONS**

1. **RESOLUTION AUTHORIZING APPROVAL OF THE SUBRECIPIENT AGREEMENT WITH COOK COUNTY FOR THE 2010 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG):  
STEPHEN STREET WATER MAIN REPLACEMENT. (RC)  
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
2. **RESOLUTION APPROVING ENGINEERING AGREEMENT FOR DESIGN AND CONSTRUCTION MANAGEMENT/OVERSIGHT SERVICES FOR THE WARNER AVENUE RELIEF SEWER EXTENSION PROJECT. (RC)  
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
3. **RESOLUTION APPROVING LETTER OF CREDIT REDUCTION FOR COVINGTON KNOLLS PHASE IV. (RC)  
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**

- VI. **VILLAGE ATTORNEY REPORT.**
- VII. **VILLAGE ADMINISTRATOR REPORT.**
- VIII. **BOARD REPORTS.**
- IX. **STAFF REPORTS.**
- X. **UNFINISHED BUSINESS**
- XI. **NEW BUSINESS.**

- XII. MOTION FOR EXECUTIVE SESSION TO DISCUSS LAND ACQUISITION. (RC)
- XIII. MOTION FOR EXECUTIVE SESSION TO DISCUSS THREATENED/PENDING LITIGATION. (RC)
- XIV. MOTION FOR EXECUTIVE SESSION TO DISCUSS PERSONNEL. (RC)
- XV. ACTION ON CLOSED SESSION ITEMS.
- XVI. MOTION TO ADJOURN. (RC)

## MINUTES

### VILLAGE BOARD MEETING December 13, 2010

The regular meeting of the Lemont Village Board was held on Monday, December 13, 2010 at 7:00 p.m., President Brian Reaves presiding. Roll call: Blatzer, Miklos, Sniegowski, Stapleton; present. Chialdikas and Virgilio absent.

#### III. CONSENT AGENDA

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

- A. Minutes
- B. Approval of Disbursements
- C. Ordinance O-92-10 - Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$3,000,000 General Obligation Bonds, Series, 2000A (Alternate Revenue Source).
- D. Ordinance O-93-10 - Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$5,690,000 Waterworks and Sewerage Bonds, Series 2004 (Alternate Revenue Source).
- E. Ordinance O-94-10 Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$1,525,000 General Obligation Bonds, Series 2005 (Alternate Revenue Source).
- E. Ordinance O-95-10 - Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$1,825,000 General Obligation Waterworks and Sewerage Bonds, Series 2005 (Alternate Revenue Source).
- F. Ordinance O-96-10 - Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$4,290,000 General Obligation (TIF) Refunding Bonds, Series 2005A (Alternate Revenue Source).
- G. Ordinance O-97-10 Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source).
- H. Ordinance O-98-10 Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source) and \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source).
- I. Ordinance O-99-10 - Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$1,755,000 General Obligation Bonds, Series, 2010 (Alternate Revenue Source).

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

Motion by Stapleton, seconded by Blatzer, to amend the Minutes of the November 22 regular Village Board Meeting to add the following statement to the Public Hearing on the bond issue under Mayor's Report: "The details and reasons for the proposed bond issue were explained through inclusion of agenda materials distributed to the meeting." Voice vote: 4 ayes, 2 absent. Motion passed.

#### IV. MAYOR'S REPORT

Mayor Reaves thanked Trustee Virgilio for her work on the Hometown Holiday and Midnight Madness events the past 2 weekends.

Mayor announced that a Dodgeball Competition for charity between municipal entities would be held

on Thursday, December 16 at the Park District Core gym.

Motion by Blatzer, seconded by Sniegowski, to open a public hearing on the 2010-11 Tax Levy. Ben Wehmeier explained the process of calculating the tax levy. There being no public comment, a motion was made by Blatzer, seconded by Miklos to close the public hearing at 7:12 p.m. Voice vote: 4 ayes. Motion passed.

Motion by Blatzer, seconded by Miklos to approve a Proclamation declaring December as Impaired Driving Prevention month. Voice vote: 4 ayes. Motion passed.

Mayor Reaves announced that a Public Meeting would be held on January 4, 2011 at 7:00 p.m. in the Board Room at the Village Hall to discuss an amendment to the Redevelopment Plan for the Original TIF District.

Mayor Reaves announced that the Compliance Report for the Police Pension Fund from the Police Pension Board has been forwarded to the Village Board. The Fund is 69% funded. The report will be attached to the minutes.

#### **AUDIENCE PARTICIPATION - AGENDA ITEMS**

A DePaul law student, Charlene Recio, complimented the downtown merchants on the Midnight Madness event on Friday, December 10.

#### **V. CLERK'S REPORT**

Clerk Smollen attended the December South & West Municipal Clerks meeting in Palos Park on December 2. In lieu of a speaker, the Sandberg High School chorus provided the entertainment.

#### **ORDINANCES**

**Ordinance O-100-10 - Ordinance for the Levying and Assessing of Taxes for the Fiscal Year Commencing May 1, 2010.** Motion by Blatzer, seconded by Miklos, to adopt said Ordinance. Roll call: Blatzer, Miklos, Sniegowski, Stapleton; ayes. Chialdikas and Virgilio absent. Motion passed.

**Ordinance O-101-10 - Ordinance Establishing a Street & Bridge Tax.** Motion by Sniegowski, seconded by Stapleton, to adopt said Ordinance. Roll call: Blatzer, Miklos, Sniegowski, Stapleton, Reaves; ayes. Chialdikas and Virgilio absent. Motion passed.

**Ordinance O-102-10 - Ordinance Establishing a Street Lighting Tax.** Motion by Miklos, seconded by Blatzer, to adopt said ordinance. Roll call: Blatzer, Miklos, Sniegowski, Stapleton, Reaves; ayes. Chialdikas and Virgilio absent. Motion passed.

**Trustee Chialdikas arrived at 7:28 p.m.**

**Ordinance O-103-10 - Ordinance Authorizing the Issuance of \$5,500,000 Waterworks and Sewerage General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010, Providing the Details of such Bonds and the Levy of Direct Annual Taxes to pay the Principal of and Interest on Such Bonds and Related Matters.** A representative of Bernardi Securities provided additional information to the Board on the issuance of the bonds. Motion by Stapleton, seconded by Sniegowski, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; ayes. Virgilio absent. Motion passed.

Motion by Chialdikas, seconded by Blatzer, to reconsider the Motion to adopt **Ordinance O-102-10 - Ordinance Establishing a Street and Bridge Tax.** Voice Vote: 4 ayes. Motion passed.

Motion by Blatzer, seconded by Chialdikas, to adopt **Ordinance O-102-10 - Ordinance Establishing a Street and Bridge Tax**. Roll call: Blatzer, Chialdikas, Miklos, Sniogowski, Stapleton; ayes. Virgilio absent. Motion passed.

**VI. VILLAGE ATTORNEY REPORT**

**VII. VILLAGE ADMINISTRATOR REPORT**

Village offices will be closed December 24 thru December 27 and December 31.

**VIII. BOARD REPORTS**

**IX. STAFF REPORTS**

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**XII. EXECUTIVE SESSION**

Motion by Sniogowski, seconded by Stapleton, to move into Executive Session for the purpose of setting the price for Real Estate. Roll call: Blatzer, Chialdikas, Miklos, Sniogowski, Stapleton; ayes. Virgilio absent. Motion passed.

Motion by Blatzer, seconded by Sniogowski, to move into Executive Session for the purpose of discussing Threatened Litigation. Roll call: Blatzer, Chialdikas, Miklos, Sniogowski, Stapleton; ayes. Virgilio absent. Motion passed.

Motion by Chialdikas seconded by miklos, to move into Executive Session for the purpose of discussing Personnel. Roll call: Blatzer, Chialdikas, Miklos, Sniogowski, Stapleton; ayes. Virgilio absent. Motion passed.

**XIII. ACTION ON CLOSED SESSION ITEMS**

Motion by Blatzer, seconded by Stapleton to authorize the Village Administrator to enter into a contract with Hillard-Hintze for consultant services and evaluation for the Lemont Police Department. Voice vote: 5 ayes. Motion passed.

There being no further business, a motion was made by Stapleton, seconded by Sniogowski, to adjourn the meeting at 9:25 p.m. Voice vote: 5 ayes. Motion passed.

**Committee of the Whole**  
**December 20, 2010**  
7:00 p.m.

A meeting of the Village of Lemont Committee of the Whole was held on Monday December 20, 2010 in the Board Room of the Village Hall at 418 Main Street in Lemont, Illinois.

**CALL TO ORDER**

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

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

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

**DISCUSSION ITEMS**

Discussion of Liquor Text Amendment for Lithuanian World Center

The Village was approached by the Lithuanian World Center to allow alcohol in a small café area within the center. This would not be allowed under the current license and staff is recommending an amendment to the licenses to allow for this type of use. The main goal is to ensure that the overall responsibility and liability rests with the center. The Board did not have an issue with the request; it would be in front of the Village Board at the next meeting for approval.

Discussion of Fence Variation – Glens of Connemara

Owner of property at 13154 Kinsale Court is requesting a variation to place a fence in the required corner side yard setback. Staff has recommended approval and the P&Z has as well with conditions. The conditions include the fence being at least 4 feet off the property line, instead of at the line. And the fence is located five feet north of the SW corner of the house, 15 feet south of the driveway. The petitioner was amenable to 7 feet from the driveway and is okay with the other condition. After much discussion, the board was fine with this compromise. The item will be up in front of the Board for approval in the near future.

Discussion of Miscellaneous Ordinances – Housekeeping Verbal Update

Mr. Wehmeier brought up various items that will need approval from the Village Board in the coming month. These are inconsistent items staff found when going through the newly codified municipal code. A couple of these include clarification language on the \$1 parking in the Metra lot, abandon vehicles section, and vehicle stickers. The item would be up for approval at the first meeting in January.

### Discussion of By-Laws – SWAHM

Mr. Wehmeier brought up the codified bylaws for the Village's health care sub-pool. There is nothing new in the bylaws, only changes that have been made over the years. Legal Council for SWAHM has recommended each community to pass the codified bylaws. There was not much discussion on the topic; the item would be up for approval at the next Board Meeting.

### IPBC/SWAHM 101 (Health Insurance) – With Update

Mr. Schafer gave a brief presentation on the structure of the Village's health insurance pools. The Village is member of IPBC which is the large pool consisting of 59 public sector entities. The group pools resources to provide health insurance to the employees of each entity. Within the larger pool, the village is a part of a sub pool consisting of 9 communities. SWAHM as a sub pool gets 1 vote on the board of directors for IPBC and is rated as a whole for its premiums, costs, claims etc. Gallagher Benefit Services is the third party administrator for the entire pool, at IPBC. Gallagher develops the funding sheets, tracks the premiums, pays all claims and works with the various health care vendors. The main discussion topic was the Village's pending renewal. The Village's commitment to the 2 pools will be up in July 2011. The Administrators in SWAHM have been discussing alternatives but it is still in the initial phases. Likely what will happen is that the Village may ask for a 1 year renewal which would give the pool time to evaluate the effectiveness of Gallagher and the pool in general? Staff will be bringing up the topic again in the near future.

### IRMA – (Risk Management) – With Update

Staff wanted to give a brief update on the Village's risk management insurer, IRMA. Staff has examined alternatives to the risk pool in an effort to reduce costs, and the results were presented at the meeting. IRMA is an organization of 73 municipalities and special districts that pool its resources for risk management services, including general liability, workers comp, property, and other coverage.

Staff went through the methodology of the Village's premium from year to year. It is based on revenue base, experience modifier, interest income from the pools investments, and an optional deductible credit if chosen by the municipality. The Village will be seeing a reduction in its premium for the second consecutive year based on the success of the pool at large, the Village's favorable experience, the interest income credit, and the Village choosing a higher deductible again this year. Total premium for 2011 will be \$292,000, down from \$390,000 in 2010.

The Village received a quote for comparable insurance through a broker and the results were presented at the meeting. There were some coverage differences with the quote and a possibility that one of the carriers that quoted the Village would have to pull their quote due to an agreement with IRMA. If all else was equal, the quote showed an overall savings of approximately 11k for 2011. However, due to favorable experience, the Village's IRMA premium is set to decrease again in 2012 approximately another 30-40k. In addition, due to the premium among members being allocated based on revenue base and not property or payroll audits, the administrative time would continue to be decreased with IRMA. Due to these factors, the general consensus was that continuing as a member of IRMA will be beneficial in the near future for the Village.



## **UNFINISHED BUSINESS**

### Discussion of Façade Grant Program – 115 Stephen Street

Mr. Brown brought up the downtown façade grant program; an item would be coming in front of the Board in the near future for 115 Stephen Street. The Committee approved the grant and they meet all requirements. There was minimal discussion on the topic.

## **AUDIENCE PARTICIPATION**

No Audience Participation

## **ADJOURNMENT**

Mayor Reaves adjourned the meeting at 8:30 PM

# Village Board

## Agenda memorandum

Item #

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**to:** Village Board  
**from:** Mayor Brian Reaves, Liquor Commissioner  
**subject:** Amendment to the Liquor Ordinance  
**date:** January 10, 2011

### **BACKGROUND/HISTORY**

Seamus McGhee's at 308 Canal Street has become the most recent casualty of the economy, closing its doors on January 1. The ordinance attached reduces the number of licenses in the Class A-3 category by one license to keep the number of licenses approved equal to the number of licenses issued.

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

### **RECOMMENDATION**

As Liquor Commissioner, I am recommending approval of the attached Ordinance.

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

Ordinance Amending Chapter 5.04 of the Municipal Code of Lemont entitled: Alcoholic Beverages.

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

Motion to adopt the attached Ordinance.

**VILLAGE OF LEMONT**

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

**AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080  
ALCOHOLIC BEVERAGES**

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

**This 10<sup>th</sup> day of January, 2011**

**Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will, and  
DuPage, Illinois this 10th day  
of January, 2011**

ORDINANCE \_\_\_\_\_

**ORDINANCE AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080  
ALCOHOLIC BEVERAGES**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Lemont that the Lemont Municipal Code , Chapter 5, Section 5.04 relating to alcoholic beverages, specifically Section 5.04.080 is hereby amended to read as follows:

**5.04.080 License--Fees--Classes of Operators.**

- (B) Number of Licenses. There shall be issued in the Class A-1 and A-2 Categories together, not more than five at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed thirteen , and the number of C-1 licenses to be issued at any one time shall not exceed nine.**

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

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS,  
on this 10th day of January, 2011.**

**AYES    NAYS    PASSED    ABSENT**

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

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**BRIAN K. REAVES, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

# **Village Board**

## **Agenda Memorandum**

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Item

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

**from:** Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Dan Blondin, Village Attorney

**subject:** Amending Class A-6 Liquor License

**date:** January 5, 2011

### **BACKGROUND/HISTORY**

The Village was approached by the Lithuanian World Center to allow alcohol sales in a small café' within the center, which meets all requirements from location of the school and religious operations of the complex. It was determined that under the existing license (A-5 banquet license), this would not be allowed. Subsequently, it was determined by administration, law enforcement and legal counsel that the best method was to amend the Center's existing license to allow for this operation. The main goal was to ensure that the overall responsibility and liability rests with the Lithuanian Center. Attached is an amendment to the current code to allow this.

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

Ordinance Amending Class A-6 Liquor License.

**VILLAGE OF LEMONT  
ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 5.04  
OF THE LEMONT MUNICIPAL CODE  
TO ESTABLISH CLASS A-6 LICENSES**

**(Liquor – Class A-6 License)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 10<sup>th</sup> DAY OF January, 2011**

**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 10<sup>th</sup> day of January, 2011**

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

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE  
REGARDING SPECIAL EVENT LIQUOR LICENSES  
(Liquor – A-6 License)**

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Lake County, Illinois, as Follows:

**SECTION 1:** Section 5.04.080 of the LEMONT MUNICIPAL CODE is hereby amended to amend section 5 and to read as follows:

5. Class A-5.

a. Class A-5 licenses shall authorize the sale of intoxicating liquor for consumption on the premises, if the premises are not open to the general public and 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.

b. The annual fee for a Class A-5 license shall be six hundred fifty dollars, payable in two installments of three hundred twenty-five dollars each, the first installment of which shall be deposited with the application for a license and the second installment of which shall be due and payable on the first day of May or the first day of November, whichever occurs first.

c. There shall be issued in the Class A-5 category not more than two licenses at any one time.

**SECTION 2:** Section 5.04.080 of the LEMONT MUNICIPAL CODE is hereby amended to add a new section 6 and to renumber the remaining subsections of Section 5.04.080 accordingly as follows:

**5.04.080 License--Fees--Classes of operators.**

8. Class A-6.

a. Class A-6 licenses shall authorize the sale of intoxicating liquor for consumption on the premises. Except as provided herein a Class A-6 premises shall not be open to the general public and shall 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. Provided, the Class A-6 premises may conduct incidental sales of intoxicating liquor for consumption on the premises to the general public during such times as food



service is available and the premises are otherwise in use for athletic or cultural events consistent with the purpose of the licensee.

b. The annual fee for a Class A-6 license shall be six hundred fifty dollars, payable in two installments of three hundred twenty-five dollars each, the first installment of which shall be deposited with the application for a license and the second installment of which shall be due and payable on the first day of May or the first day of November, whichever occurs first.

c. There shall be issued in the Class A-6 category not more than one license at any one time.

**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.

(Remainder of this Page intentionally blank)

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this 10<sup>th</sup> day of January, 2011.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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



Village of Lemont  
***Planning & Economic Development Department***

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

TO: Mayor Brian K. Reaves #139-10  
Village Board of Trustees

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

THRU

SUBJECT: Amendment to Façade Grant, 115 Stephen Street

DATE: 28 December 2010

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### **SUMMARY**

In October the Village Board approved a façade grant to the owner of 115 Stephen Street for the installation of a new awning at that address (Ordinance O-82-10). Subsequent to the approval it was determined the awning would need to be enlarged to meet the Downtown District zoning requirements, i.e., the awning needed to extend more over the sidewalk. The owner obtained a new quote for the expanded work, and then re-submitted an application for a façade grant based on the new quote.

The ad hoc committee reviewed the submittal, and recommended an increase in the grant amount from the previously approved \$1,068 to \$1,775. The issue was brought to the Committee of the Whole on December 20<sup>th</sup>. The committee appeared in agreement with the recommendation from the ad hoc committee.

### **BOARD ACTION**

Vote on the attached ordinance. The ordinance authorizes the approval of an amendment to the original façade grant agreement approved in October. The agreement contains the new grant amount, \$1,775, and the revised rendition of the work to be completed.

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

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE  
IMPROVEMENT GRANT FOR 115 STEPHEN STREET IN LEMONT, IL**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 10<sup>TH</sup> DAY OF JANUARY, 2011**

**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 10<sup>th</sup> day of January, 2011.**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 115 STEPHEN STREET IN LEMONT, IL**

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

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

**WHEREAS**, the Owner of the property at 115 Stephen Street in Lemont applied for a grant under this program to add one awning to the 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 Village Board approved O-82-10 authorizing a grant of \$1,068.00; and

**WHEREAS**, the Owner of the property at 115 Stephen Street has submitted a subsequent grant application with increased costs for the awning installation; and

**WHEREAS**, this new 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 grant review committee recommends increasing the grant award to \$1,775.00

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

**SECTION 1:** That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as "First Amendment to Downtown Façade, Sign, and Site Improvement Grant Agreement for 115 Stephen Street," a copy of which is attached hereto and made a part hereof.

**SECTION 2:** That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 10<sup>th</sup> day of January, 2011.**

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

Approved by me this 10<sup>th</sup> day of January, 2011

---

**BRIAN K. REAVES, Village President**

**Attest:**

---

**CHARLENE M. SMOLLEN, Village Clerk**

1  
2  
3  
4  
5

VILLAGE OF LEMONT

FIRST AMENDMENT TO DOWNTOWN FAÇADE, SIGN,  
AND SITE IMPROVEMENT GRANT PROGRAM AGREEMENT,  
115 STEPHEN STREET

6 THIS AGREEMENT, entered into this 22nd day of December, 20112, between the  
7 Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following  
8 designated OWNER/LESSEE, to wit:  
9

10 Owner's/Lessee's Name: Loren D. Jahn

11 Address: 115 Stephen Street

12 City: Lemont State: IL Zip Code: 60439

13  
14  
15  
16 Name of Business: Nail Academy

17  
18 Project Address(es): 115 Stephen Street, Lemont

19  
20  
21 **WITNESSETH**

22 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site  
23 Improvement Grant Program for application within certain designated commercial  
24 rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and  
25

26 **Whereas**, said Downtown Facade, Sign, and Site Improvement Grant Program is  
27 administered by the VILLAGE and is funded from District Revenues for purposes of control  
28 and prevention of blight, dilapidation and deterioration of designated areas within the  
29 District, and  
30

31 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject  
32 to its sole discretion, in sharing the costs of downtown building, sign, and site improvements  
33 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 Exhibits C and D,  
11 attached, to the OWNER's/LESSEE's property. **The maximum amount of**  
12 **reimbursement for said property improvements shall not exceed \$1,775.00.** The  
13 maximum amount of reimbursement for sign installation/improvements shall not exceed  
14 \$750.00, and the maximum amount of reimbursement for architectural fees shall not exceed  
15 \$1,000.00. .

16  
17           **Section 2.** **PLAN APPROVAL.** No building, sign, or site improvement shall be  
18 undertaken until the building, sign, and/or site plans have been submitted to and approved by  
19 the VILLAGE. No such plans shall be approved by the VILLAGE unless they conform to  
20 the Exhibits C and D, attached. Following approval, the OWNER/LESSEE shall cause all  
21 such 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. FILING OF LIEN/MAINTENANCE OF IMPROVEMENT.** Upon  
17 completion of the building and site improvement work pursuant to this Agreement and for a  
18 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly  
19 maintaining such building and site improvement/historic preservation in its finished form and  
20 without change or alteration thereto, as provided in this Agreement, and for the said period of  
21 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall  
22 not enter into any Agreement or contract or take any other steps to alter, change or remove  
23 such improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any  
24 other changes, by contract or otherwise, to the improvement provided for in this Agreement  
25 unless such changes are first submitted to the Planning & Economic Development Director,  
26 and any additional review body or commission for approval; which approval shall not be  
27 unreasonably withheld if the proposed changes do not substantially alter the original design  
28 concept of the building and site improvements as specified in the drawings and plans  
29 approved pursuant to this Agreement. In addition to this section, a lien on the  
30 OWNER/LESSEE property shall be filed prior to the final payout of the program  
31 reimbursement.

32  
33 **Section 7. UNRELATED IMPROVEMENTS.** Nothing herein is intended to limit,  
34 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the  
35 subject premises which is unrelated to the building, sign, and site improvement provided for  
36 in this Agreement.

37  
38 **Section 8. AGREEMENT APPLICABLE TO FUTURE OWNERS.** This  
39 Agreement shall be binding upon the VILLAGE OF LEMONT and upon the  
40 OWNER/LESSEE and its successors, to said property for a period of three years from and  
41 after the date of completion and approval of the improvements provided for herein. It shall be  
42 the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of  
43 **Section 7** of this Agreement.

44

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

5  
6           **Section 10.** GENERAL INDEMNIFICATION. In the event that, as a result of this  
7 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant  
8 in any litigation arising by reason of this Agreement, and development activities  
9 contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the  
10 mayor, trustees, officers and agents thereof, individually and collectively, from any  
11 suits and from any claims, demands, setoff or other action including but not limited to  
12 judgments arising therefrom. The obligation of the owners hereunder shall include and  
13 extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and  
14 its officers and agents in such litigation and includes expenses, court costs and fees; it  
15 being understood that the owners where there shall be no applicable standards provided  
16 therein, shall have the right to employ all such attorneys to represent the VILLAGE and its  
17 officers and agents in such litigation, subject to the approval of the corporate authorities of  
18 the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have  
19 the right to appeal to courts of appellate jurisdiction any judgment taken against the  
20 VILLAGE or its officers or agents in this respect, and the Village shall join in any such  
21 appeal taken by the owners.

22  
23           **Section 11.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto  
24 may in law or in equity, by suit, action, mandamus, or any other proceeding, including  
25 specific performance, enforce or compel the performance of this Agreement, which shall  
26 include the right of the parties to recover a judgment for monetary damages against each  
27 other, provided, however, that the owners shall not have a right to recover a judgment for  
28 monetary damages against any elected or appointed official of the VILLAGE for any breach  
29 of any of the terms of this Agreement. The VILLAGE reserves the right to maintain  
30 an action to recover damages or any sums which owners have agreed to pay pursuant to this  
31 Agreement and which have become due and remained unpaid.

32  
33           **Section 12.** EXHIBITS. It is agreed that Exhibits A through D shall be considered  
34 part of this agreement.

35  
36           **Section 13.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.  
37 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the  
38 property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site  
39 Improvement Grant Program. The sign will be provided by the VILLAGE and shall be  
40 displayed upon approval of this Agreement to no less than thirty days after final approval  
41 and reimbursement is made.

42  
43           **Section 14.** PREVIOUS AGREEMENT. This Agreement supersedes and replaces  
44 a previous agreement for a grant award for the property at 115 Stephen Street in Lemont, as

1 approved per Ordinance O-82-10.

2

3

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

6

7

8 OWNERS/LESSEE

VILLAGE OF LEMONT

9

10   
11 \_\_\_\_\_  
12 Property OWNER

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

13

14

15 Date: 22 Dec 2010

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

16

17

18

19 \_\_\_\_\_  
LESSEE

20

21 Date: \_\_\_\_\_

22

23

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28

29 ATTEST:

30

31

32 By: \_\_\_\_\_  
33 Village Clerk

**EXHIBITS**

**EXHIBIT A**

**PROOF OF OWNERSHIP**

**EXHIBIT B**

**SAMPLE LIEN SIGNED AND NOTARIZED**

**EXHIBIT C**

**DESCRIPTION OF WORK FOR WHICH  
GRANT IS AWARDED**

**EXHIBIT D**

**RENDERING OF PROPOSED WORK**

WARARRANTY DEED

92088604

Statutory (Individual)

(The Above Space For Recorder's Use Only)

COOK  
CLASS. 018  
2 0 1 4 8 1

THE GRANITOR RICHARD W. KOOVYENGA MARRIED TO DONNA M. KOOVYENGA

of the City of Lemont County of Cook State of Illinois

for and in consideration of TEN (\$10.00) DOLLARS,  
and other good and valuable consideration in hand paid,  
CONVEY 5<sup>th</sup> and WARRANT 5<sup>th</sup> LOREN D. JAHN, AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JANUARY 1, 1974 (NAME AND ADDRESS OF GRANTEE)  
14032 West 131st  
Lemont, IL 60439

the following described Real Estate situated in the County of Cook in the  
State of Illinois, to wit:

THE SOUTHERLY 2 FEET AND 10 INCHES OF LOT 2 AND ALL OF LOT 3 IN  
BLOCK 1 IN SINGER AND TALCOTT'S ADDITION TO LEMONT, A SUBDIVISION  
IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD;  
GENERAL TAXES FOR 1991 AND SUBSEQUENT YEARS.

Permanent Index # - 22-20-406-003

THIS IS NOT HOMESTEAD PROPERTY

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State  
of Illinois.

DATED this 31 day of January 19 92

PLEASE PRINT OR TYPE NAMES  
Richard W. Koovyenga (Seal)  
RICHARD W. KOOVYENGA (Seal)

BELOW SIGNATURES  
(Seal) (Seal)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in  
and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard W. Koovyenga  
MARRIED TO DONNA M. KOOVYENGA

CHRIS M. KATSENER, Notary Public, State of Illinois, whose name is  
personally known to me to be the same person whose name is  
Notary Public, State of Illinois, acknowledged that he signed, sealed and delivered the said instrument  
My Commission Expires 2/19/94. His free and voluntary act, for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

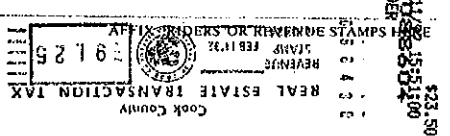
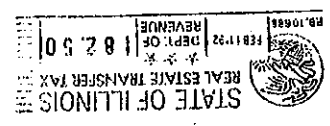
Given under my hand and official seal, this 31<sup>st</sup> day of January 19 92  
Commission expires February 19 94

Notary Public  
The instrument was prepared by Chris Katsenes 14310 S. Jefferson Orland Park, IL  
(NAME AND ADDRESS) 60462

ADDRESS OF PROPERTY:  
115 Stephen Street  
Lemont, IL 60439

MAIL TO:  
Dennis Sadilek, Attorney  
281 Shore Drive  
Burr Ridge, IL 60521

RECORDER'S OFFICE BOX NO. \_\_\_\_\_



92088604

DOCUMENT NUMBER

1 Exhibit B - AGREEMENT CREATING LIEN ON REAL ESTATE

2 The undersigned, Loren D. Jahn, owner(s) of  
3 115 Stephen Street, Lemont, Illinois, having applied for  
4 Downtown Facade, Sign, and Site Improvement Grant Program from the Village of Lemont  
5 through TIF Financing District do hereby grant a lien to the Village of Lemont, a Municipal  
6 Corporation, in the amount of One thousand seven hundred seventy five Dollars  
7 (\$ 1775) on the property commonly known as 115 Stephen Street  
8 Lemont, Illinois 60439, and legally described as follows:

9  
10 Permanent Index Number: 22-20-406-003-0000

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

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

18 DATED this 22nd day of December 2016

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 Loren D. Jahn is known to  
6 me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,  
7 appeared before me this day in person, and acknowledged that he/she/they signed, sealed, and  
8 delivered the said instrument as a free and voluntary act for the uses and purposes therein set  
9 forth.

10 Lora Larkin  
11 Notary Public



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

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1 **Exhibit C - DESCRIPTION OF WORK FOR WHICH GRANT IS AWARDED**

2

3 **Install one awning, 22'0" wide x 6'0" x 3'4" drop. Awning shall be Sunbrella \$408 - black**  
4 **fabric with 9" harlequin white border. Frame shall be welded aluminum square tubing.**

5 **Graphics shall limited to the characters "115 Stephen St.", be painted on fabric, white in color,**  
6 **and of Times New Roman font.**





C&F Awning & Sign Co.

1399 Vandeventer Rd.  
 South Holland, IL 60473  
 (708) 966-4488  
 (708) 966-9469  
 mobile: (312) 611-0101

This is a computer-generated rendering of a proposed awning or sign. It is not intended to be used as a contract. The actual appearance of the awning or sign may vary due to weathering, lighting, and other factors. The client is responsible for obtaining all necessary permits and approvals. The client is also responsible for the safety of the awning or sign and for any damage to property or injury to persons. C&F Awning & Sign Co. is not responsible for the time and effort expended in creating this drawing.

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

File Name: The Nail Inn  
 Date: 11-17-2010  
 Artist: M.C.  
 Address:  
 Salesman:  
 Job Number:  
 Font Styles:

Misc Notes:

Fabric Color:

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

Customer Approval

Sales Approval

# **Village Board**

## **Agenda Memorandum**

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Item

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

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

**subject:** Disposal of Village Property

**date:** January 5, 2011

### **BACKGROUND/HISTORY**

The Ordinance and Exhibit attached authorize the disposal of a vehicle seized during an arrest. Because of its age and condition, the Village has no real use for it. We are exploring options with the Park District and a second alternative which is to sell it at auction. The ordinance will allow us to dispose of it by either option.

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

Ordinance Authorizing the Sale, Donation and/or Disposal of Personal Property owned by the Village.

**VILLAGE OF LEMONT**

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

**ORDINANCE AUTHORIZING THE SALE, DONATION  
AND/OR DISPOSAL OF  
PERSONAL PROPERTY OWNED BY THE VILLAGE OF LEMONT**

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

**This 10<sup>th</sup> day of January, 2011**

**Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will, and  
DuPage, Illinois this 10th day  
of January, 2011**

ORDINANCE \_\_\_\_\_

**ORDINANCE AUTHORIZING THE SALE, DONATION  
AND/OR DISPOSAL OF  
PERSONAL PROPERTY OWNED BY THE VILLAGE OF LEMONT**

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

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

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

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS** on this 10<sup>th</sup> day of January, 2011.

AYES

NAYS

PASSED

ABSENT

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

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

Attest:

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

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO 3B6MC3659XM503471 YEAR 1999 MAKE DODGE MODEL RAM 3500 BODY STYLE CAB CHASS TITLE NO X0327754022

DATE ISSUED 11/23/10 ODOMETER 117500 COM MOBILE HOME SQ. FT. PURCHASED 09/05/10 TYPE OF TITLE USED ORIGINAL

MAILING ADDRESS

LEMONT POLICE DEPT
14600 E 127TH ST
LEMONT IL 60439-7419

LEGEND(S)

OWNER(S) NAME AND ADDRESS
LEMONT POLICE DEPT
14600 E 127TH ST
LEMONT IL 60439-7419

MILEAGE NOT REQUIRED

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS



RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Form with fields for Seller Name, Signature of Authorized Adult, Date, Buyer Name, Signature of Buyer, and Address.

Federal and State law requires that you state true mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

I, undersigned, hereby certify that the vehicle described in this title has been transferred to the following printed name and address.

To the best of my knowledge, the odometer reading is the actual mileage for the vehicle unless one of the following statements is checked.

- 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the actual mileage.

Form with fields for Odometer Reading, Signature of Seller, Printed Name of Seller, Signature of Buyer, Printed Name of Buyer, and Date of Sale.

I am aware of the above odometer certification made by seller.

Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any.



CONTROL NO. H2535011



Jesse White, Secretary of State

**Village Board  
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: Adoption of Miscellaneous Ordinance

date: Jan 5, 2011

**BACKGROUND/HISTORY**

Over the course of the last several months, the Lemont Police Department had identified needs for certain sections of the Lemont Municipal Code to be amended or sub-sections added to assist in their enforcement of current codes, or to assist in concerns that have a raised. Below are the sections being requested for action.

10.22.040 (Commuter Parking) – Currently, the code does not have specific language requiring those utilizing the Metra Commuter lots on a daily basis, to pay the required fee under the Annual Fee Ordinance. The goal of this sub-section will make it a violation for failure to paying the fee.

10.16.200 (Double Parking) – On occasions, the police have had issues with double parking taking place in public lots, causing issues from access of vehicles and egress within the lots. As this is not within the road right –of-way, they are requesting this section be added. It does allow for exceptions if needed.

10.32.010(d) (Vehicle License) -- The current code only requires that a vehicles license is purchased, but not a requirement for the sticker to be displayed. This requirement would greatly assist in the enforcement of this ordinance.

9.44.030(a)(3) (Recreational Areas) – Listed as a specific rule and regulation is alcohol is not allowed in Village Recreational Areas. However, this is not listed within the list of unlawful activities. Police are requesting this is included to ensure enforcement of posted rules and regulations.

**RECOMMENDATION**

Staff recommends approving requested amendments and additions.

**ATTACHMENTS (IF APPLICABLE)**

- 1) Ordinance approving 10.22.040 (Commuter Parking)
- 2) Ordinance approving 10.16.200 (Double Parking)
- 3) Ordinance approving 10.32.010(d) (Vehicle License)
- 4) Ordinance approving 9.44.030(a)(3) (Recreational Areas)

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

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE SECTION  
10.22.040**

**(Commuter Parking)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2011**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this \_\_\_ day of \_\_\_\_\_, 2011.**

Ordinance no. 2011-0- \_\_\_\_\_

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE SECTION  
10.22.040**

**(Commuter Parking)**

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and Du Page, Illinois, as Follows:

**SECTION 1:** Section 10.22.040 of the LEMONT MUNICIPAL CODE is hereby amended to add sub-section (4) and to read as follows:

Vehicles utilizing daily commuter parking lots must utilize payment instruments provided by the Village, to pay the fee as established by the annual fee ordinance. Failure to pay daily fee or proof of payment will incur any fines authorized by this chapter.

**SECTION 2:** That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION 3:** 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 4:** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

(Remainder of this Page intentionally blank)



**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this \_\_\_\_ day of \_\_\_\_\_, 2011.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

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

**ATTEST:**

---

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

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

**AN ORDINANCE ADDING TO THE LEMONT MUNICIPAL CODE SECTION  
10.16.200**

**(Double Parking)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2011**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this \_\_\_ day of \_\_\_\_\_, 2011.**

Ordinance no. 2011-0- \_\_\_\_\_

**AN ORDINANCE ADDING TO THE LEMONT MUNICIPAL CODE SECTION  
10.16.200**

**(Double Parking)**

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and Du Page, Illinois, as Follows:

**SECTION 1:** Section 10.16.200 of the LEMONT MUNICIPAL CODE is hereby added and to read as follows:

It is unlawful to double park any vehicle or equipment in public parking lots, unless permission by the Chief of Police or designee of the Chief of Police approves.

**SECTION 2:** That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION 3:** 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 4:** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

(Remainder of this Page intentionally blank)

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this \_\_\_\_ day of \_\_\_\_\_, 2011.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

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

**AN ORDINANCE ADDING TO THE LEMONT MUNICIPAL CODE SECTION  
10.32.010(d)**

**(Vehicle Licenses)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2011**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this \_\_\_ day of \_\_\_\_\_, 2011.**

**AN ORDINANCE ADDING TO THE LEMONT MUNICIPAL CODE SECTION  
10.32.010(d)**

**(Vehicle Licenses)**

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and Du Page, Illinois, as Follows:

**SECTION 1:** Section 10.32.010(d) of the LEMONT MUNICIPAL CODE is hereby added and to read as follows:

(d) Vehicles stickers shall be displayed in the front windshield.

**SECTION 2:** That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION 3:** 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 4:** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

(Remainder of this Page intentionally blank)

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this \_\_\_\_ day of \_\_\_\_\_, 2011.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

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

ATTEST:

---

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

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

**AN ORDINANCE ADDING TO THE LEMONT MUNICIPAL CODE SECTION  
9.44.030(a)(3)**

**(Recreational Areas)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2011**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this \_\_\_ day of \_\_\_\_\_, 2011.**



**AN ORDINANCE ADDING TO THE LEMONT MUNICIPAL CODE SECTION  
9.44.030(a)(3)**

**(Recreational Areas)**

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and Du Page, Illinois, as Follows:

**SECTION 1:** Section 9.44.030(a)(3) of the LEMONT MUNICIPAL CODE is hereby added and to read as follows:

(c) Consumption of alcohol.

**SECTION 2:** That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION 3:** 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 4:** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

(Remainder of this Page intentionally blank)

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this \_\_\_\_ day of \_\_\_\_\_, 2011.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

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

ATTEST:

---

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



Village of Lemont  
***Planning & Economic Development Department***

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

TO: Mayor Reaves #01-11  
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 10-16 13154 Kinsale Court Fence Variation

DATE: January 4, 2011

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**SUMMARY**

Sonny Mondia, owner of the subject property, is requesting a variation to allow the placement of a fence within the required corner side yard setback at 13154 Kinsale Court. The Planning & Zoning Commission (PZC) reviewed the request on November 17, 2010 and recommended approval, with the conditions that the fence be placed at least four feet from the west property line and 15 feet from the south edge of the driveway. The Committee of the Whole reviewed the request on December 20, 2010 and concurred with the four foot setback recommended by the PZC, but recommended a seven foot setback from the south edge of the driveway instead of the 15 feet recommended by the PZC.

**BOARD ACTION**

Vote on the attached ordinance.

**ATTACHMENTS**

1. An Ordinance Granting a Variation to Allow a Fence to be Placed in a Required Corner Side Yard Setback at 13154 Kinsale Court, In Lemont, IL.

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

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A FENCE TO BE PLACED  
IN A REQUIRED CORNER SIDE YARD SETBACK AT 13154 KINSALE COURT, IN  
LEMONT, IL**

**(13154 Kinsale Court)**

**Adopted by the President  
and Board of Trustees  
of the Village of Lemont  
This 10<sup>h</sup> Day of January, 2011.**

**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 10th day of  
January, 2011.**

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

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A FENCE TO BE PLACED  
IN A REQUIRED CORNER SIDE YARD SETBACK AT 13154 KINSALE COURT, IN  
LEMONT, IL**

**(13154 Kinsale Court)**

**WHEREAS**, Sonny Mondia, hereinafter referred to as "the Petitioner," is the owner of property at 13154 Kinsale Court (PIN 22-35-203-001), hereinafter referred to as "the subject property," and depicted in Exhibit "A"; and

**WHEREAS**, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.12.030.A, to allow the placement of a fence within a required corner side yard setback; and

**WHEREAS**, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on November 17, 2010 for approval of the variation; and

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

**WHEREAS**, the President and Board of Trustees of the Village has reviewed the matter herein and has determined that the same is in the best interest of the Village of Lemont, and herein adopts the finding of facts as set forth in Exhibit "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: Variation.** A variation is granted from the Unified Development Ordinance, §17.12.030.A, to allow the placement of a fence within the required corner side yard setback for the subject property.

**SECTION 2: Conditions.** The variation approval shall be contingent upon the following conditions:

1. The fence shall be placed at least four feet from the west lot line, as depicted in Exhibit A.
2. The fence shall be placed at least seven feet south of the southern edge of the driveway, as depicted in Exhibit A.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 10<sup>th</sup> DAY OF JANUARY, 2011.**

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

Approved by me this 10<sup>th</sup> day of January, 2011

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

Attest:

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

**EXHIBIT A**

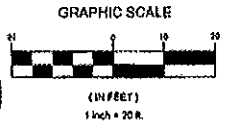
**SPOT SURVEY**

LOT 101, IN THE GLENS OF CONNEMARA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON JULY 27, 2006, AS DOCUMENT NUMBER 0620839076, IN COOK COUNTY, ILLINOIS.

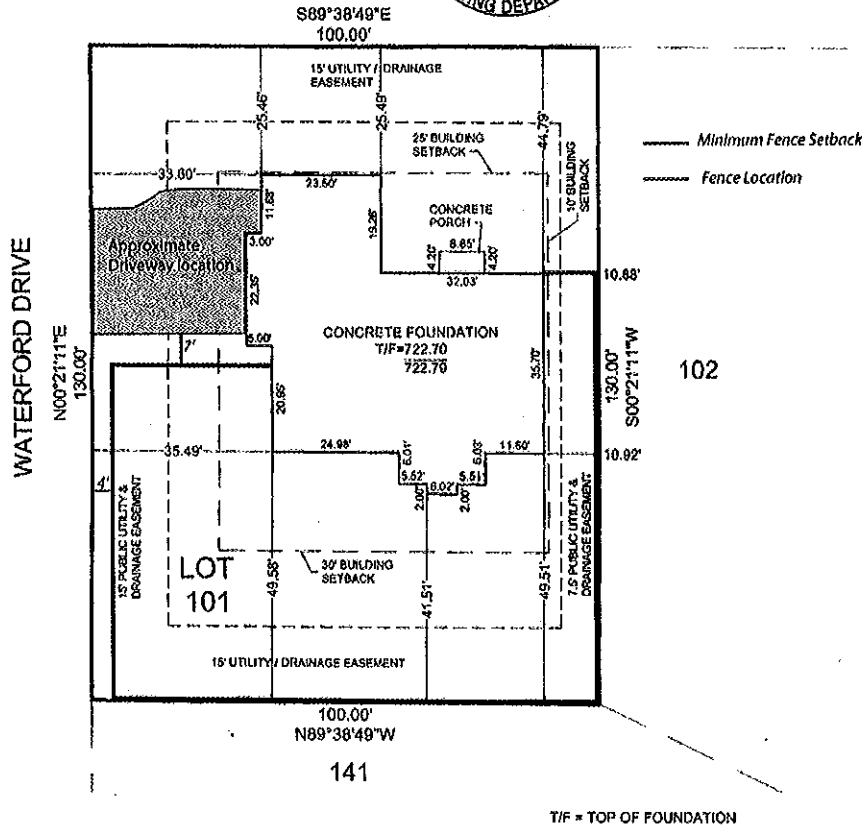
**VILLAGE OF LEMONT**

- APPROVED
- APPROVED AS NOTED
- NOT APPROVED

Date: 8/12/2010 Signature: [Signature]



**KINSALE COURT**



STATE OF ILLINOIS )  
 COUNTY OF WILL )  
 I, ROBERT A. ROGINA, ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT THIS SPOT SURVEY IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 12th DAY OF AUGUST, 2010

ROBERT A. ROGINA TPRS 2017 LICENSE EXPIRES 11/30/2010

COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR. REFER TO DEED OR GUARANTEE TITLE POLICY FOR BUILDING LINE RESTRICTIONS OR EASEMENTS NOT SHOWN ON THIS SPOT SURVEY. TO INSURE AUTHENTICITY OF ANY COPIES, THEY MUST BEAR THE SURVEYOR'S IMPRESSED SEAL. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

P.B. MISC 210  
 PAGE 74



COMMONLY KNOWN AS:  
 13154 KINSALE COURT  
 LEMONT, ILLINOIS 22-35-203-001

LOT 101, IN THE GLENS OF CONNEMARA SUBDIVISION

SCALE: 1" = 20' FIELDWORK DATE: 08/08/10 REVISIONS: WORK DATE: DRAWN BY: L.W.D.

**ROGINA & ASSOCIATES, L.T.O.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 93 Caterpillar Drive Joliet, Illinois 815/723-0777 FAX 815/729-0762  
 Professional Design Firm License No. 184-001108 - Exp. 4/30/2011

AVENUE CONTRACTORS, INC. FILE NO: R851.01

Y:\5200\520055\55101\Drawn\LOT PLATS\0110107.spot.dwg  
 Plocher: 2/11/2010 10:12:01 AM by: Public: Rogina

## **EXHIBIT B**

### **FINDINGS OF FACT:**

1. Since the fence is open in design and there are no adjacent homes to the rear of the subject site, the proposed variation will not be a substantial detriment to adjacent property.
2. The variation will not have a negative impact on the general health, safety or welfare because it will be placed outside the vision triangle identified in the UDO.
3. The rear of the subject site is not adjacent to any homes and the fence will be open in design. Compliance with the corner side yard fence setback requirement limits the applicant's use of his property while not providing any offsetting benefit to the rest of the community. Therefore, strict enforcement of the UDO creates an exceptional hardship for the applicant due to the unique circumstances related to the subject site.



## Village Board

## Agenda Memorandum

Item #

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

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

**subject:** Passing of Resolution Authorizing Approval of the  
Subrecipient Agreement with Cook County for the  
2010 Community Development Block Grant Program (CDBG)  
Stephen Street Water Main Replacement  
CDBG Project No. 10-025

**date:** January 10, 2010

---

### **BACKGROUND**

The County of Cook annually receives a distribution of Federal Funds for its use in funding capital improvements. The Village of Lemont was awarded a grant of \$80,000 for the 2010 CDBG program year. The completed Subrecipient Agreement (attached) in the grant amount of \$80,000.00 needs to be approved by the Village Board; signed, where noted; and subsequently returned to Cook County for processing. The proposed project consists of the replacement of 300-feet of existing 6-inch water main on Stephen Street, from Porter Street to McCarthy Road, with new 10-inch ductile water main.

### **PROS/CONS/ALTERNATIVES**

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

### **RECOMMENDATION**

Passing of the Resolution approving the Subrecipient Agreement with Cook County for the 2010 Community Development Block Grant Program (CDBG), Water Main Replacement, Stephen Street, from Porter Street to McCarthy Road.

### **ATTACHMENTS**

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

### **VILLAGE BOARD ACTION REQUIRED**

Passing of Resolution approving of the Subrecipient Agreement with Cook County for the 2010 Community Development Block Grant Program (CDBG), Water Main Replacement, Stephen Street, from Porter Street to McCarthy Road, in order to receive block grant monies.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Lemont that the President and the Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2010 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project No. 10-025, a copy of which is on file with the Clerk.

**BE IT FURTHER RESOLVED** by the President and Board of Trustees of the Village of Lemont that the President be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2010 Community Development Block Grant Program for the Village of Lemont.

Dated this 10<sup>th</sup> day of January, 2011.

ATTEST:

By: \_\_\_\_\_  
Board President (Signature)

By: \_\_\_\_\_  
Secretary/Clerk (Signature)

Title: Brian K. Reaves, Village President

Title: Charlene M. Smollen, Clerk

(SEAL)

## **CERTIFICATION**

The undersigned and duly qualified Clerk of the Village of Lemont hereby certifies that the attached copy of the Resolution authorizing execution of the 2010 Community Development Block Grant Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said Resolution, as passed by the President and Board of Trustees on January 10, 2011, and which is still in full force and effect.

By: \_\_\_\_\_  
**Charlene Smollen, Village Clerk**

**(SEAL)**

**2010 PROGRAM YEAR  
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011**

# **SUBRECIPIENT**



# **AGREEMENT**

---

**SUBRECIPIENT:** LEMONT

**PROJECT #:** 10-025

**FOR :** CAPITAL IMPROVEMENTS-INFRASTRUCTURE

**PROJECT TITLE :** Stephen Street Water Main Replacement

**GRANT AMOUNT :** \$80,000.00

## **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into the 2010 Program Year that begins the first day of October 2010 as of the first day of October 2010, by the Village of Lemont and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

### **WITNESSETH:**

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2010 through September 30, 2011, pursuant to said Act; and,

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

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

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

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

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

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

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

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as 10-025).

NOW THEREFORE, the parties do hereby agree as follows:

#### **1. Recitals.**

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

## 2. Exhibits and Attachments.

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

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

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

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

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

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

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

## 3. Administrative Regulations and Compliance.

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

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

**4. Agreement to Undertake the Project.**

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

**5. Grant Award.**

The County hereby agrees to make a grant in a sum not to exceed **Eighty Thousand Dollars and No Cent.** The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for 10-025 in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

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

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

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

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

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements.

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas and that their performance and progress will be measured to that end. The annual performance reports will be due to the County no later than the close of business September 1, 2011. The subrecipients may draw reimbursement only up to 75% of the approved amount until the performance reports are submitted. **The Subrecipient will forfeit the remaining 25% of the approved amount in the event that the performance reports are not submitted by September 1, 2011.** The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

**National Objectives.**

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

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

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

**8. Conflict of Interest.**

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

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

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

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

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

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

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

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

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



G. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611©.

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

**9. Procedures After Executing the Agreement; Notice to Proceed.**

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

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

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

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

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

**10. Lobbying:**

The Subrecipient hereby certifies that:

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

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

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

**D. Lobbying Certification**

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

**Hatch Act: Davis Bacon**

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq).

**11. Copyright**

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

**12. Religious Activities**

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

**13. Environmental Conditions**

**A. Air and Water**

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

- Clean Air, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

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

**C. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 670.608, and 24 CFR Part 36, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

E. Debris and Hazardous Substances

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

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

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

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

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

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

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

B. The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly

returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2011.**

**15. Records Maintenance.**

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

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

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

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

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

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 17 of this Agreement including any of the actions set out therein.

**18. Blank Forms and Documents.**

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

**19. Obligation for Costs and Future Projects.**

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

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

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

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds. Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.

## 20. Indemnification.

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

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

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

## 21. Suspension or Termination of Agreement.

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

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
  - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
  - b. demand refund of any funds disbursed to Subrecipient;
  - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
  - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
  - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - f. withhold further awards for the program;
  - g. take other remedies legally available; or
  - h. take appropriate legal action.

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

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

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

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

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

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

## 22. NOTICE.

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

TO THE COUNTY:

Mr. John P. Schneider, Director of Economic  
Development  
Bureau of Community Development  
69 W. Washington, 29th Floor  
Chicago, IL 60602

TO THE SUBRECIPIENT:

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

## 23. SIGNAGE

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

**24. Effective Date; Close Out of Grant.**

This Agreement shall be effective as of the first day of October, 2010, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

**[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Bureau Chief of Community Development (Signature)  
County of Cook

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Cook County Clerk (Signature)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

County Seal:

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

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)

Brian K. Reaves 01/11/11  
Subrecipient Official (Printed Name) Date

TITLE: Mayor \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)

Charlene M. Smollen 01/11/11  
Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature)

Daniel Blondin, Esq. 01/11/11  
Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits  
Resolution



## Village Board

## Agenda Memorandum

Item #

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

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

**subject:** Resolution Approving Engineering Agreement for Design and Construction Management/Oversight Services for the Warner Avenue Relief Sewer Extension Project

**date:** December 28, 2010

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### **BACKGROUND**

Frank Novotny & Associates, Inc. has submitted a Proposal to perform engineering design, construction management oversight services, inspection and material testing services for the Warner Avenue Relief Sewer Extension project. The scope of work for the Warner Avenue Relief Sewer Extension Project consists of the installation of 12-inch, 15-inch, 18-inch, 24-inch and 30-inch dia. storm sewers; manholes; catch basins; landscaping and restoration on Warner Avenue, from Logan Street to Ridge Road, and Eureka Avenue, from Logan Street to the alley west of State Street. The project is to be funded by \$450,000 in DCOE grants, which include the cost of these engineering services.

### **PROS/CONS/ALTERNATIVES**

DCOE requires a written agreement for all subcontractor's services, in order to release grant funds.

### **RECOMMENDATION**

Approval of said Agreement with Frank Novotny & Associates, Inc.

### **ATTACHMENTS**

- Resolution Authorizing Approval of an Engineering Agreement with Frank Novotny & Associates, Inc.
- Copy of Engineering Agreement (Exhibit A)

### **VILLAGE BOARD ACTION REQUIRED**

Approval of Resolution as noted.

Project File No. 09188

RESOLUTION \_\_\_\_\_

**RESOLUTION AUTHORIZING APPROVAL OF AN ENGINEERING AGREEMENT  
WITH FRANK NOVOTNY & ASSOCIATES, INC. IN CONJUNCTION WITH  
THE WARNER AVENUE RELIEF SEWER EXTENSION**

**WHEREAS**, the Village of Lemont requires engineering services related to the engineering design and construction management/oversight services, and material testing of the Warner Avenue Relief Sewer Extension Project;

**WHEREAS**, the Village of Lemont seeks to utilize the firm of Frank Novotny & Associates, Inc. as the Project Engineer; and

**WHEREAS**, the Village and Frank Novotny & Associates, Inc. have negotiated an agreement to identify the terms and conditions of the services to be provided.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 10<sup>th</sup> day of January, 2011.**

**AYES**                      **NAYS**                      **PASSED**                      **ABSENT**

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

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

Approved by me this this 10<sup>th</sup> day of January, 2011.

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

**Attest:**

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

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

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

**EXHIBIT "A"**

<b>OWNER:</b> Village of Lemont	<b>L O C A L  A G E N C Y</b>	<b>AGREEMENT FOR ENGINEERING SERVICES</b>	<b>C O N S U L T A N T</b>	<b>ENGINEER:</b> Frank Novotny & Associates, Inc.
<b>Address:</b> 418 Main Street		<b>FOR</b>		<b>Address:</b> 825 Midway Drive
<b>City:</b> Lemont, IL 60429		<b>ENGINEERING DESIGN</b>		<b>City:</b> Willowbrook
<b>Project No.:</b> 09188		<b>AND</b>		<b>State:</b> Illinois <b>Zip:</b> 60527
		<b>CONSTRUCTION MANAGEMENT &amp; OVERSIGHT SERVICES</b>		

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of January, 2011, by and between **FRANK NOVOTNY & ASSOCIATES, INC.**, whose address is 825 Midway Drive, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and the **VILLAGE OF LEMONT**, hereinafter called the "**OWNER**" covers certain professional Engineering services in connection with the proposed improvement designated as **Warner Avenue Relief Sewer Extension**, which scope of construction work consists of the installation of 12", 15", 18", 24" and 30" diameter storm sewers; manholes; catch basins; landscaping and restoration; and all appurtenant construction, in the area designated as Warner Avenue, from Logan Street to Ridge Road, and Eureka Avenue, from Logan Street to the alley west of State Street, with funding provided by DCEO Grant Nos. 11-203210 and 11-203219.

**WITNESSETH THAT**, in consideration of these premises and of the mutual covenants herein set forth,

**THE ENGINEER AGREES,**

- I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:
  - a. Make such detailed surveys as are necessary for the preparation of detailed Plans.
  - b. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish the Owner with five (5) copies of the Plans, Special Provisions, Proposals and Estimates. Additional copies of any or all documents, if required, shall be furnished to the Owner by the Engineer at his actual cost for reproduction.

- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation.
- d. Make or cause to be made such sewer televising investigations as may be required to furnish sufficient information for the design of the proposed improvement.
- e. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- f. Prepare reports or permit applications for Army Corps of Engineers and/or IDNR Division of Water Resources permits, or other detailed hydraulic reports that are required by any agency having jurisdiction over part of this project, including countywide stormwater and special management area permits.
- g. Furnish the Owner with ten (10) copies, with recordable original, of surveys and drafts of all necessary right-of-way dedications, boundary and lot surveys, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- h. Submit Plans and Specifications to the regulatory agencies for routine permits and/or approvals not noted above.
- i. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
- j. Furnish construction management and oversight services, which shall include:
  1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
  2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
  3. Overseeing the testing of sewer and/or water lines to determine whether the completed project meets the requirements as outlined in the Specifications.
  4. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
  5. Periodic observation of the Contractor's operations to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.

6. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.
  7. Reviewing and checking all reports by testing laboratories on equipment and material tested.
  8. Compiling a final punchlist relating to the completed Work, and preparation of final papers and reports.
  9. Revision of Contract drawings to show location and nature of improvement as record drawings, from information furnished by the Contractor.
- k. Provide construction layout and staking.
- l. Furnish or cause to be furnished:
1. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
  2. Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
  3. Compaction tests as required by the Specifications.
  4. Quality and sieve analyses on local aggregates to see that they comply with the Specifications contained in the Contract.
  5. Furnish inspection of materials when inspection is not provided at the sources by the Bureau of Materials of the Illinois Department of Transportation, if required by the Owner.

**II.** That all reports, Plans, plats, and Special Provisions to be furnished by the Engineer pursuant to this Agreement will be in accordance with the current generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

**III.** To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes, and visit the site and review the work at any reasonable time when requested to do so by the Owner.

**IV.** That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this Agreement, will be made available, upon request, to the Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or surveys are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Owner even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

VI. To make such changes in working Plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

**THE OWNER AGREES,**

I. To pay the Engineer as compensation for all services performed as stipulated in Paragraphs I-a, b, h and i of "THE ENGINEER AGREES" in accordance with one of the following methods as marked:

- a. A sum of money equal to \_\_\_\_\_ percent of the awarded Contract price for the proposed improvement.
- b. A sum of money equal to the percentage of the awarded Contract cost for the proposed improvement as approved by the Owner based on the following schedule:

**SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST**

First	\$ 50,000 .....	<u>10.00%</u>
Next	\$ 50,000 .....	<u>8.50%</u>
Next	\$ 100,000 .....	<u>7.10%</u>
Next	\$ 200,000 .....	<u>6.20%</u>
Next	\$ 200,000 .....	<u>5.70%</u>
Next	\$ 450,000 .....	<u>5.60%</u>
Next	\$1,000,000 .....	<u>5.00%</u>
Next	\$2,000,000 .....	<u>4.50%</u>
Next	\$6,000,000 .....	<u>4.30%</u>

- c. A lump sum fee of \$ \_\_\_\_\_.

II. The Owner agrees to allow the Engineer to sublet all of the services provided under Paragraphs I-c, d, e, f, g and I of "THE ENGINEER AGREES". The Owner will pay the actual cost to the Engineer plus a five percent (5%) service charge. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work.

III. To pay for the services stipulated in Paragraph I-j and k of "THE ENGINEER AGREES", a sum of money:

- a. Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$142.00 - \$149.00
Project Manager	\$106.00 - \$136.00
Project Engineer	\$100.00 - \$110.00
Senior Technician	\$108.00 - \$140.00
CAD Technician	\$ 94.00 - \$100.00
GIS Technician	\$ 60.00 - \$ 76.00
Technical Assistant	\$ 40.00 - \$ 65.00

If the Engineer incurs and must pay his employees overtime at premium rates, the billable rate charged above for each respective employee so affected shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2010. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

- b. Equal to \_\_\_\_\_ percent of the final construction cost.

IV. That payments due the Engineer for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule.

- a. Upon completion of preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans, thirty percent (30%) of the design fee as determined by the Estimate of Probable Cost.
- b. Upon completion of detailed Plans, Special Provisions, Proposals and Estimate of Cost - being the work required by Paragraphs I-a, b, c, d, e, f, g and h of "THE ENGINEER AGREES" - to the satisfaction of the Owner, ninety percent (90%) of the total fee based on the above fee schedule and the approved Estimate of Probable Cost less any previous payments.
- c. Upon award of the Contract for the improvement by the Owner, one hundred percent (100%) of the total fee based on the above fee schedule and the awarded Contract cost, less any previous payments.
- d. Upon completion of the construction of the improvement, ninety percent (90%) of the fee due for services stipulated in Paragraphs I-j, k and l.

- e. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

**V.** That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-b, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

**VI.** That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES") after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph III(b) of the above, and for his sublet expenses as noted in Part II above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of Plans.

**VII.** That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Section III(b) above, and or his sublet expenses as noted in Part II above.

**VIII.** That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner, nor has any supervisory responsibilities. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

**IX.** That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

**X.** That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Part VIII of the "ENGINEER AGREES", or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.



**IT IS MUTUALLY AGREED,**

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner all drawings, Specifications, partial and completed estimates and data if any from traffic studies and soil survey, subsurface and sewer televising investigations with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement

III. That if the contract for construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Owner will pay the Engineer the balance of the engineering fee due to make one hundred percent (100%) of the total fees due in accordance with the terms of this Agreement, based on the Estimate of Probable Cost as prepared by the Engineer.

EXECUTED BY THE OWNER, this 10<sup>th</sup> day of January, 2011.

VILLAGE OF LEMONT  
418 MAIN STREET  
LEMONT, ILLINOIS 60439

By: \_\_\_\_\_

Printed  
Name/Title: Brian K. Reaves, Village President

ATTEST:

By: \_\_\_\_\_

Printed  
Name/Title: Charlene Smollen, Village Clerk

(S E A L)

\*\*\*\*\*

EXECUTED BY THE ENGINEER, this 10<sup>th</sup> day of January, 2011.

FRANK NOVOTNY & ASSOCIATES, INC.  
825 MIDWAY DRIVE  
WILLOWBROOK, ILLINOIS 60527

By: \_\_\_\_\_

Printed  
Name/Title: James L. Cainkar, President

ATTEST:

By: \_\_\_\_\_

Printed  
Name/Title: John E. Fitzgerald, Secretary

(S E A L)

**CONTRACTOR'S TAX DELINQUENCY CERTIFICATION**

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: December 28, 2010

Contractor: Frank Novotny & Associates, Inc.

By: \_\_\_\_\_  
(Signature)

Title: James L. Cainkar, P.E., P.L.S., President

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } ss

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that **James L. Cainkar** (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: December 28, 2010

\_\_\_\_\_  
(Notary Public)

**(NOTARY SEAL)**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Establishing a drug-free awareness program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
  - 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

Dated: December 28, 2010

Contractor: Frank Novotny & Associates, Inc.

By: \_\_\_\_\_  
(Signature)

Title: James L. Cainkar, P.E., P.L.S., President

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify **James L. Cainkar** (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: December 28, 2010

\_\_\_\_\_  
(Notary Public)

(NOTARY SEAL)

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the *Village of Lemont* as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

**Frank Novotny & Associates, Inc.**  
Contractor/Subcontractor

**James L. Cainkar, P.E., P.L.S.**  
Name of Authorized Representative (type or print)

**President**  
Title of Authorized Representative (type or print)

Dated: December 28, 2010

\_\_\_\_\_  
Signature of Authorized Representative

**CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION**

**Frank Novotny & Associates, Inc.** ("Contractor"), having submitted a bid/proposal for the *Warner Avenue Relief Sewer Extension*, to the Village of Lemont hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Dated: December 28, 2010

Contractor: **Frank Novotny & Associates, Inc.**

By: \_\_\_\_\_  
(Signature)

Title: James L. Cainkar, P.E., P.L.S., President

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } ss

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that **James L. Cainkar** (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: December 28, 2010

\_\_\_\_\_  
(Notary Public)

**(NOTARY SEAL)**



Village of Lemont  
*Community Development Department*

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

TO: Mayor Brian K. Reaves #002-11  
Village Board of Trustees

FROM: James A. Brown, Community Development Director

THRU

SUBJECT: **Covington Knolls Unit One Letter of Credit Reduction**

DATE: 5 January 2011

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### **Background**

Terry Woolums of Gallagher & Henry has requested the Village reduce the Letter of Credit for Unit (Phase) One of the development. The Village Engineer has inspected the public improvements of Covington Knolls Unit One, and finds it acceptable to reduce the Letter of Credit. Based on his estimate, a reduction to a balance of \$70,000 will cover the costs of the remaining items: re-landscaping of Pond 1 and resurfacing of Overton Drive, Overton Court, and a portion of Covington Drive. I have further reviewed the case file regarding the Covington Knolls development and concur with the Village Engineer.

### **Board Action**

The attached resolution, if approved, will reduce the Letter of Credit from \$270,000 to \$70,000.

**Attachment**  
Resolution

**VILLAGE OF LEMONT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION  
FOR COVINGTON KNOLLS SUBDIVISION, UNIT ONE**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 10<sup>TH</sup> DAY OF JANUARY, 2011**

**Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village of  
Lemont, Cook, Will and DuPage Counties,  
Illinois on this 10<sup>th</sup> day of January, 2011**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION  
FOR COVINGTON KNOLLS SUBDIVISION, UNIT ONE**

**WHEREAS**, pursuant to the Unified Development Ordinance of 2008, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the proper installation of public improvements; and

**WHEREAS**, in the matter of Covington Knolls Subdivision, Unit One, located north of 127<sup>th</sup> Street and along Covington Knolls Drive, an Irrevocable Letter of Credit Number 12016 from Standard Bank & Trust in the amount of \$740,870.00 was deposited with the Village of Lemont; and

**WHEREAS**, said Letter of Credit was reduced by Resolution of the Village Board of Trustees to its current amount of \$270,000 on August 24, 2009; and

**WHEREAS**, Terry Woolums, Vice President of Gallagher & Henry, has made application for another reduction of said Irrevocable Letter of Credit; and

**WHEREAS**, the Village Engineer has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed; and

**WHEREAS**, the Village Engineer thus he recommends a reduction of the Letter of Credit to a balance of \$70,000;

**NOW, THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Lemont that Irrevocable Letter of Credit Number 12016 for Covington Knolls Unit One is hereby reduced to \$70,000.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE,  
ILLINOIS**, on this 10<sup>th</sup> day of January, 2011.



**AYES**

**NAYS**

**PASSED**

**ABSENT**

**Debby Blatzer**

**Paul Chialdikas**

**Clifford Miklos**

**Ron Stapleton**

**Rick Sniegowski**

**Jeanette Virgilio**

**Approved by me this 10<sup>th</sup> day of January, 2010**

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**BRIAN K. REAVES, Village President**

**ATTEST:**

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**CHARLENE M. SMOLLEN, Village Clerk**