



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

VILLAGE BOARD MEETING

AUGUST 22, 2011 - 7:00 P.M.

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

www.lemont.il.us

AGENDA

- I. PLEDGE OF ALLEGIANCE.
- II. ROLL CALL.
- III. CONSENT AGENDA. (RC)
 - A. APPROVAL OF MINUTES.
 - B. APPROVAL OF DISBURSEMENTS.
 - C. ORDINANCE AUTHORIZING SALE, DONATION AND/OR DISPOSAL OF SURPLUS PROPERTY.
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER).
- IV. MAYOR'S REPORT
 - A. PROCLAMATION FOR EAGLE SCOUT MICHAEL DONNELLY. (VV)
 - B. RETIREMENT PROCLAMATION FOR EXECUTIVE ASSISTANT. (VV)
 - C. AUDIENCE PARTICIPATION.
- V. CLERK'S REPORT
 - A. CORRESPONDENCE.
 - B. ORDINANCES
 1. AN ORDINANCE DESIGNATING SCHOOL ZONES (RC)
(ADMINISTRATION/PUBLIC SAFETY)(REAVES/MIKLOS)
(WEHMEIER/SCHAFER/SHAUGHNESSY)
 2. ORDINANCE GRANTING A VARIATION TO ALLOW ENCROACHMENT INTO A REQUIRED SETBACK AT 1229 COUNTRY LANE. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
 3. ORDINANCE GRANTING A VARIATION TO ALLOW A SWIMMING POOL TO BE LOCATED IN A SIDE YARD FOR PROPERTY AT 1026 WALTER STREET. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)

4. **ORDINANCE APPROVING A FACADE GRANT FOR 114 STEPHEN STREET. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
5. **ORDINANCE APPROVING A FACADE GRANT FOR 110 STEPHEN STREET. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
6. **ORDINANCE AUTHORIZING A FACADE GRANT FOR 218-220 MAIN STREET. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)

C. RESOLUTIONS

1. **RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH LEMONT HIGH SCHOOL DISTRICT 210 FOR SCHOOL LIAISON OFFICER. (RC)**
(PUBLIC SAFETY)(MIKLOS)(SHAUGHNESSY)
2. **RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR LED LIGHTING FOR PARKING GARAGE. (RC)**
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)
3. **RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR 2011 SANITARY SEWER EVALUATION STUDY. (RC)**
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)
4. **RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR 2011 SANITARY SEWER CLEANING AND TELEVISIONING. (RC)**
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)

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 August 8, 2011

The regular meeting of the Lemont Village Board was held on Monday, August 8, 2011 at 7:00 p.m., President Brian Reaves presiding. Roll call: Blatzer, Chialdikas, Miklos, Stapleton, Sniegowski; present. Trustee Virgilio absent.

III. CONSENT AGENDA

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

- A. Minutes
 - 1. July 25th Regular Board Meeting.
 - 2. July 26th Special Village Board Meeting.
- B. Approval of Disbursements
- C. Ordinance O-50-11 - Ordinance Amending Lemont Municipal Code, Chapter 5.04: Alcoholic Beverages.

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

IV. MAYOR'S REPORT

AUDIENCE PARTICIPATION - AGENDA ITEMS

Dan Tholotowsky, a resident of 461 Wheeler Drive had 2 concerns: Main Street & Illinois intersection is too dark, and the need for a sidewalk up Julia Street to the High School from Main Street.

V. CLERK'S REPORT

Clerk Smollen attended the MCI summer seminar on July 28 & 29. There were 52 clerks from around the state in attendance. Two 4-hour educational sessions were held on Friday: Winning with People: The People Principles, and Overcoming Adversity and Advocating Change, presented by Dr. Judith Everson from the University of Illinois.

RESOLUTIONS

Resolution R-60-11 - Resolution Authorizing Award of Contract for Hillview Detention Rehabilitation and Sedimentation Removal. Motion by Blatzer, seconded by Miklos, to adopt said Resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; ayes. Virgilio absent. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

Ben Wehmeier announced that grades K-8 will start school on August 22. Lemont High School students will return to class on August 17th.

VIII. BOARD REPORTS

IX. STAFF REPORTS

Public Works Ralph Pukula reminded residents that limbs must be tied in bundles weighing less than 50 pounds and must be less than 4' in length in order to be picked up. A fire on Smith Road tonight is causing nearby subdivisions to have rusty water as a result.

Police Chief Shaughnessy reported that 600 were in attendance at the Kops N Kidz day on August 6; 1200 hotdogs were served. The Chief cautioned that there will be more walkers to school this year. Extra caution is needed.

X. UNFINISHED BUSINESS
Future annexation was discussed.

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

Motion by Blatzer, seconded by Stapleton to move into Executive Session for the purpose of discussing purchase of real estate. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; ayes. Virgilio absent. Motion passed.

XIII. ACTION ON CLOSED SESSION ITEMS

Motion by Chialdikas, seconded by Miklos, to approve the appointment of Greg Messer, Ryan Kwasneski and Jason Sanderson to the Planning & Zoning Commission. Voice vote: 5 ayes. Motion passed.

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:33 p.m. Voice vote: 5 ayes. Motion passed.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 3M				3156.79	
	TP03711	40-00-60900	SIGN MATERIAL		1725.00
	TP03712	40-00-60900	SIGN MATERIAL		1431.79
01 ABBOUD, GLORIA				32.00	
	11-06-03	10-00-20001	REFUND		32.00
01 AMALGAMATED BANK OF CHICAGO				515.00	
	11-08-01 4008	30-00-56950	BOND FEE		515.00
01 AM COAT PAINTING INC				51268.00	
	10361-3F	25-00-568200	HOUSTON TANK		51268.00
01 ACCURINT				77.00	
	21000731	10-20-60110	SEARCHES		77.00
01 AVAYA FINANCIAL SERVICES				834.97	
	19820485	10-20-70100	P/D PHONE SYSTEM		834.97
01 AIRGAS NORTH CENTRAL				48.59	
	105531262	10-17-61100	WELDING GASES		48.59
01 ARTHUR PETERSON INC				133.68	
	11-07-28	10-15-60900	MAINT SUPPLIES		93.98
	11-07-28	10-20-60100	SPACKLE/BRUSH		7.61
	11-07-28	10-53-60110	HC SUPPLIES		32.09
01 AT&T				299.74	
	11/07-1982	22-10-54150	RUFFLED FEATHERS		38.87
	11/07-2290	22-05-54400	WELL #3		98.28
	11/07-5271	22-10-54150	HARPERS GROVE		41.06
	11/07-5936	22-05-54400	WELL #4		45.94
	11/07-6421	22-05-54400	WELL #5		36.41
	11/07-9539	22-10-54150	KEEPATAW TRAILS		39.18
01 AVALON PETROLEUM COMPANY				3973.94	
	451639	10-17-61500	FUEL		3973.94
01 AVAYA INC				360.42	
	273127284	10-90-53900	PHONES		360.42
01 AWARD EMBLEM				55.30	
	367107	10-20-60100	NAME PLATES		5.60
	367244	10-20-60701	TROPHIES		49.70
01 AIR 1 WIRELESS				21.25	
	AIR10IN3284	10-60-52600	PHONE CASE		21.25
01 AZAVAR				809.19	
	7856	45-00-56600	CONTINGENCY		809.19
01 BROWN, JAMES				18.20	
	11-08-04	80-00-590400	CHANGE INSTITUTE		18.20
01 BURGER KING #12832				123.78	
	11-06-24	10-20-60100	PRISONER MEALS		93.98
	11-07-07	10-20-60100	PRISONER MEALS		29.80
01 CAMBURAS & THEODORE				1000.00	
	110368	10-00-28200	R-13422 ARCHER		1000.00
01 COMCAST CABLE				163.84	
	11-08-04	10-90-53900	INTERNET		69.29

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: An Ordinance Authorizing the Sale, Donation and/or Disposal of Surplus
Vehicles- 2 Squad Cars

date: August 17, 2011

BACKGROUND/HISTORY

Staff is recommending the disposal of two vehicles in the Police Department. The vehicles no longer have any useful life for the department or Village.

Staff is evaluating options including trade-in or auction. The attached Ordinance gives staff authorization to dispose of the vehicles.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

RECOMMENDATION

Passage of Ordinance Authorizing the Disposal of Surplus Vehicles

ATTACHMENTS (IF APPLICABLE)

- 1) Ordinance with Attachment

SPECIFIC VILLAGE BOARD ACTION REQUIRED

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

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING THE SALE, DONATION AND/OR DISPOSAL OF
SURPLUS VEHICLES OWNED BY THE VILLAGE OF LEMONT**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22nd DAY OF AUGUST, 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 22nd day
of August, 2011.**

ORDINANCE _____

**ORDINANCE AUTHORIZING THE SALE, DONATION
AND/OR DISPOSAL OF
SURPLUS VEHICLES 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 a majority of the corporate authorities.

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

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

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS on this 22nd day of August, 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

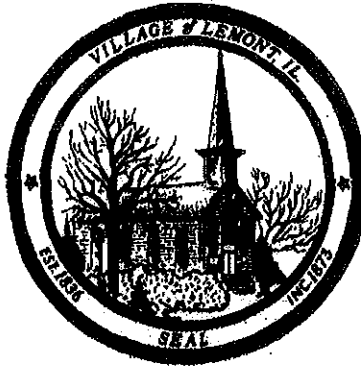
Exhibit A

VIN #	Year	Make	Model	Department
2B3HD46V02H65616	2002	Dodge	Intrepid	POLICE
2G1WF55K29223393	2002	Chevy	Impala	POLICE

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



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

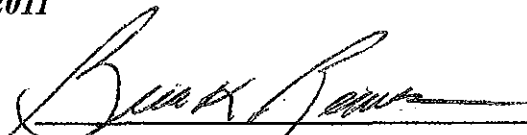
WHEREAS, Michael Donnelly is being honored on August 21, 2011, having attained the esteemed rank of Eagle Scout ; and

WHEREAS, Michael Donnelly, in achieving the rank of Eagle Scout, has joined a very select group of young men by demonstrating a singular perseverance and dedication to the ideals of Scouting; and

WHEREAS, Michael Donnelly, in achieving the rank of Eagle Scout, has learned and displayed the values of leadership and citizenship which will enable him to become one of the leaders of tomorrow.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor, on behalf of the Village Board and the entire community of Lemont, hereby express our pride in Michael Donnelly for his outstanding achievement, and hereby extend our sincere congratulations on the occasion of his investiture as an Eagle Scout.

Dated at Lemont this 21st day of August, 2011



Brian K. Reaves, Mayor

Attest:

Charlene Smollen, Village Clerk

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: Designation of School Zones

date: August 17, 2011

BACKGROUND/HISTORY

Village staff has been working to provide additional measures concerning areas adjacent to school grounds, specifically with a larger amount of children walking to school this upcoming year. One request received was requesting for additional school zones in areas in and schools to assist in providing awareness and reduced speeds. Enclosed is a new ordinance that codifies the designation of school zones that are currently in place and for additional ones in the future as needed.

ATTACHMENTS (IF APPLICABLE)

An Ordinance Designating School Zones

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

AN ORDINANCE DESIGNATING SCHOOL ZONES

**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-O-___

AN ORDINANCE DESIGNATING CERTAIN STREETS SCHOOL ZONES

WHEREAS, the Village of Lemont may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare and to license pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Section 5/11-605 of the Illinois Vehicle Code (625 ILCS 5/11-605), authorizes special speed limits while passing schools on a school day when school children are present and so close thereto that a potential hazard exists because of the close proximity of the motorized traffic; and

WHEREAS, the Section 5/11-605 of the Illinois Vehicle Code (625 ILCS 5/11-605), further authorized that no person shall drive a motor vehicle at a speed in excess of 20 miles per hour while passing a school zone or while traveling upon any public thoroughfare where children pass going to and from school; and

WHEREAS, the Village has determined that designating certain streets within the Village as school zones will protect and promote the public health, safety, and welfare of its citizens; and

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1: That the foregoing recitals are found to be true and correct and are hereby incorporated and made a part hereof of this Ordinance.

SECTION 2: The LEMONT MUNICIPAL CODE, as amended, is hereby further amended in Title 10, ("Vehicles and Traffic") by adding in its entirely new subsection 10.24.030 as follows:

10.24.030 School Zones

No person shall drive a motor vehicle at a speed in excess of 20 miles per hour while passing a school zone or while traveling upon any public thoroughfare which children pass going to and from school during school days when school children are present.

This section shall not be applicable unless appropriate signs are posted upon the public thoroughfare and maintained by the Village wherein the school zone is located. Such signs shall give proper due warning that a school zone is being approached and shall indicate the school zone and the maximum speed limit in effect during school days when school children are present.

SECTION 3: That the Director of Public Works or any other person designated by the Village Administrator shall post or cause to be posted suitable signs designating the speed limitations set forth in this Ordinance.

SECTION 4 That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 5: 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 6 This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this ____ day of _____, 2011.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #87-11
Village Board of Trustees

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

SUBJECT: Case 11-09 1229 Country Lane Variation

DATE: August 16, 2011

SUMMARY

Mark Mikrut, owner of the subject property, is requesting a variation to construct a sunroom in the rear yard of the subject site that will encroach into the rear yard setback. The Planning & Zoning Commission and staff recommend approval of the requested variation. The Committee of the Whole reviewed the application on August 15, 2011 and concurred with the Planning and Zoning Commission's recommendation of approval.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An ordinance granting a variation to allow a sunroom to encroach into a required setback for property at 1229 Country Lane in Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A SUNROOM TO
ENCROACH INTO A REQUIRED SETBACK FOR PROPERTY AT 1229 COUNTRY
LANE IN LEMONT, IL**

(1229 Country Lane Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 22nd Day of August, 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 22nd day of
August, 2011.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO ALLOW A SUNROOM TO ENCROACH INTO A REQUIRED SETBACK FOR PROPERTY AT 1229 COUNTRY LANE IN LEMONT, IL

(1229 Country Lane Variation)

WHEREAS, Mark Mikrut, hereinafter referred to as "the Petitioner," is the owner of 1229 Country Lane in Lemont, hereinafter referred to as "the subject property," and legally described in Exhibit "A"; and

WHEREAS, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.07.010, to allow a sunroom to be placed in the rear yard which will encroach into the required setback; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on July 20, 2011 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, §17.07.010, to allow a sunroom that is approximately 13 x 15 feet to be located 10.25 feet from the north lot line of the subject property.

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: 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 22nd DAY OF AUGUST, 2011.**

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

Approved by me this 22nd day of August, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Legal Description

LOT 69 IN OLD DERBY ESTATES, BEING A SUBDIVISION OF THE WEST ½ OF THE
NORTHEAST ¼ OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 22-28-210-022

EXHIBIT B

FINDINGS OF FACT:

1. The requested variation will have no impact to the Village as a whole and the impact to the adjacent properties will be negligible, since the new sunroom will be of smaller dimensions and placement as the existing deck.
2. The variation request will not injure the public health, safety and general welfare.
3. The current deck does not abide by the rear yard setback and has existed as such since the construction of the house by the previous owner. The proposed sunroom will be 10.25 feet from the rear yard property line opposed to the current deck which is currently 6.5 feet away.
4. Due to the parcel being a corner lot, practical placement of the sunroom is the rear yard and current location of the deck. The other three sides of the lot are restricted by (east) driveway, (south) front entrance and (west) basement window wells, gas meter, electric meter and phone service.



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #88-11
Village Board of Trustees

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

SUBJECT: Case 11-11 1026 Walter Street Variation

DATE: August 16, 2011

SUMMARY

Gina DiFoggio, owner of the subject property, is requesting a variation to construct a swimming pool in the side yard of the subject site and exceed the 30% yard coverage allowance. The Planning & Zoning Commission and staff recommend approval of the requested variation. The Committee of the Whole reviewed the application on August 15, 2011 and concurred with the Planning and Zoning Commission's recommendation of approval.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An ordinance granting a variation to allow a swimming pool to be located in a side yard for property at 1026 Walter Street in Lemont, IL.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A SWIMMING POOL TO
BE LOCATED IN A SIDE YARD FOR PROPERTY AT 1026 WATER STREET IN
LEMONT, IL**

(1026 Walter Street)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 22nd Day of August, 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 22nd day of
August, 2011.**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A SWIMMING POOL TO
BE LOCATED IN A SIDE YARD FOR PROPERTY AT 1026 WATER STREET IN
LEMONT, IL**

(1026 Walter Street)

WHEREAS, Gina DiFoggio, hereinafter referred to as "the Petitioner," is the owner of 1026 Walter Street in Lemont, hereinafter referred to as "the subject property," and legally described in Exhibit "A"; and

WHEREAS, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.06.02, to allow a swimming pool to be placed in a side yard; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on July 20, 2011 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, §17.06.02 to allow a swimming pool to be located in the south side yard of the subject property and from §17.06.030.H for the proposed pool to exceed 30% of the side yard area, as depicted in Exhibit "C" attached hereto and incorporated herein.

SECTION 2: Conditions. Installation of the landscaping along the south and east property lines will take place prior to the installation of the pool, as long as it does not obstruct the construction of the pool.

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 22nd DAY OF AUGUST, 2011.

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

Approved by me this 22nd day of August, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Legal Description

LOT 11 IN FIREROCK FARM, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1998 AS DOCUMENT NO. 98850724 IN THE VILLAGE OF LEMONT, ALL IN COOK COUNTY, ILLINOIS.

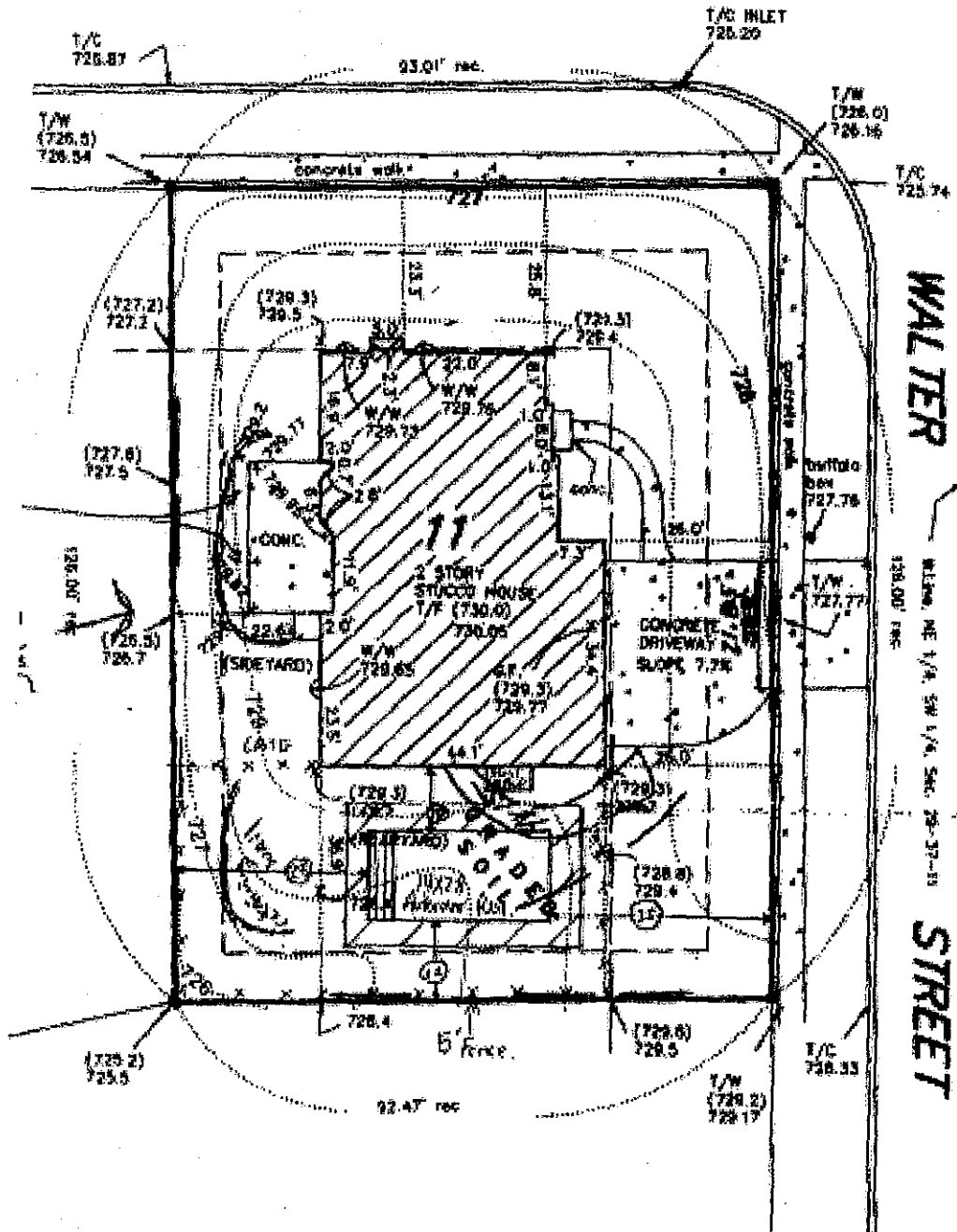
PIN: 22-29-325-006

EXHIBIT B

FINDINGS OF FACT:

1. The variation is consistent with general purpose and intent of the Unified Development Ordinance in that it will not have a negative impact on surrounding properties, or the Village in general.
2. Strict enforcement of the UDO would pose a difficulty for the homeowner, due to the character of the lot.
3. The conditions for the planning and installation of landscaping should help mitigate the adverse effects of placing the swimming pool in the side yard.

EXHIBIT C





Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Brian Reaves #089-11
Board of Trustees

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

THRU

SUBJECT: **Façade Grant Ordinances and Agreements**

DATE: 17 August 2011

The Village received three applications for the downtown façade, sign, and site improvement grant program: 110 Stephen Street (Tom's Place); 114 Stephen Street; and 220 Main Street (Martellen's Dress & Bridal Boutique)

The ad hoc grant review committee recommended the following grants:

110 Stephen St - \$4,301.00
114 Stephen St - \$4,765.50
220 Main St - \$2,734.50

The attached ordinances and agreements would approve grants in those amounts. The total amount of all three is \$11,801.00.

Attachments:

1. Façade grant ordinance and agreement, 110 Stephen St
2. Façade grant ordinance and agreement, 114 Stephen St
3. Façade grant ordinance and agreement, 220 Main St

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 114 STEPHEN STREET IN LEMONT, IL**

(114 Stephen St Façade Grant)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22ND DAY OF AUGUST, 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 22nd day of August, 2011**

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 114 STEPHEN STREET IN LEMONT, IL

(114 Stephen St Façade Grant)

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

WHEREAS, Richard Forzley, owner of the building at 114 Stephen Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

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

WHEREAS, the review committee recommended a grant of \$4,765.50.

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

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as "Downtown Façade, Sign, and Site Improvement Grant Agreement for 114 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 22nd day of August, 2011.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniagowski
Jeanette Virgilio

Approved by me this 22nd day of August, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **VILLAGE OF LEMONT**

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

6 **THIS AGREEMENT**, entered into this _____ day of _____, 2011, 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: Richard Forzley

11
12 Address: 114 Stephen St.

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

15
16 Name of Business: N/A

17
18 Project Address(es): 114 Stephen Street, Lemont IL 60439

19
20 **WITNESSETH**

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

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

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

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

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

9 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit A, to the
11 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
12 **property improvements shall not exceed \$4,765.50.** The maximum amount of
13 reimbursement for sign installation/improvements shall not exceed \$750.00, and the maximum
14 amount of reimbursement for architectural fees shall not exceed \$1,000.00.
15

16 **Section 2.** DOCUMENTATION REQUIREMENTS. Upon completion of the building
17 and site improvement/historic preservation and upon its final inspection and approval by the
18 Building Department, the OWNER/LESSEE shall submit to the VILLAGE a properly executed
19 and notarized contractor statement and architect fee statement showing the full cost of the work
20 as well as each separate component amount due to the contractor and each and every
21 subcontractor involved in furnishing labor, materials, or equipment in the work. In addition, the
22 OWNER/LESSEE shall submit to the VILLAGE proof of payment of the contract cost pursuant
23 to the contractor's and architect's statements. The VILLAGE shall, within sixty days of receipt
24 of the contractor's statement and proof of payment issue a check to the
25 OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed
26 the amount specified in this Agreement or in the contractor's or architect's statements. At the
27 time of reimbursement and throughout the term of this agreement, the land use and signage
28 under the control of the OWNER/LESSEE shall be in conformance with zoning and sign code
29 provisions.
30

31 **Section 3.** FILING OF LIEN/MAINTENANCE OF IMPROVEMENT. Upon
32 completion of the building and site improvement work pursuant to this Agreement and for a
33 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly
34 maintaining such building and site improvement/historic preservation in its finished form and
35 without change or alteration thereto, as provided in this Agreement, and for the said period of
36 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall not
37 enter into any Agreement or contract or take any other steps to alter, change or remove such
38 improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any other
39 changes, by contract or otherwise, to the improvement provided for in this Agreement unless
40 such changes are first submitted to the Planning & Economic Development Director, and any
41 additional review body or commission for approval; which approval shall not be unreasonably
42 withheld if the proposed changes do not substantially alter the original design concept of the
43 building and site improvements as specified in the drawings and plans approved pursuant to this
44 Agreement. In addition to this section, a lien on the OWNER/LESSEE property shall be filed
45 prior to the final payout of the program reimbursement.
46

1 **Section 4.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
2 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
3 subject premises which is unrelated to the building, sign, and site improvement provided for in
4 this Agreement.

5
6 **Section 5.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This Agreement
7 shall be binding upon the VILLAGE OF LEMONT and upon the OWNER/LESSEE and its
8 successors, to said property for a period of three years from and after the date of completion and
9 approval of the improvements provided for herein. It shall be the responsibility of the
10 OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of Section 7 of this
11 Agreement.

12
13 **Section 6.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The
14 owner of the subject property agree to defend and hold harmless the Village from any and all
15 claims which may arise out of said owners' construction activities under this Agreement.

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

32
33 **Section 8.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto may
34 in law or in equity, by suit, action, mandamus, or any other proceeding, including specific
35 performance, enforce or compel the performance of this Agreement, which shall include the right
36 of the parties to recover a judgment for monetary damages against each other, provided,
37 however, that the owners shall not have a right to recover a judgment for monetary damages
38 against any elected or appointed official of the VILLAGE for any breach of any of the terms
39 of this Agreement. The VILLAGE reserves the right to maintain an action to recover
40 damages or any sums which owners have agreed to pay pursuant to this Agreement and which
41 have become due and remained unpaid.

42
43 **Section 9.** EXHIBITS. It is agreed that **Exhibits A and B** shall be considered part of
44 this agreement.

45
46 **Section 10.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.

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

6
7
8 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
9 first appearing above.

10
11
12
13
14
15 **OWNERS/LESSEE**

VILLAGE OF LEMONT

16
17
18
19 _____
20 **Property OWNER/LESSEE**

21
22 **Date:** _____

Date: _____

23
24
25
26 _____
27 **LESSEE**

28 **Date:** _____

29
30
31
32
33
34
35
36 **ATTEST:**

37
38
39 **By:** _____
40 **Village Clerk**



CHICAGOLAND'S #1 RUBBER ROOFING INSTALLERS

January 5, 2011

Forzley Clothing
114 Stephan St.
Lemont, IL 60439

Attention: Rich Forzley

Regarding: Flat Roof Replacement above Warehouse
Approximately 700 sq. ft. flat
Approximately 300 sq. ft. flashing

Small Side Roof 4' x 24'

Dear Rich:

Thank you for considering Raincoat Roofing Systems, Inc. for your roofing needs. We appreciate your business.

Enclosed please find our proposals for roof replacement on the two roofs mentioned above.

Listed below are a few "open issues" which will need to be resolved before we can finalize a contract.

1. City of Lemont insulation requirement R-20 minimum.
2. Tapered roof insulation sloped 1/6" per foot, 1 1/2" low point, 3 1/2" high point.
3. Door threshold flashing height.
4. Downspout revisions on upper sloped roof.
5. Roof top venting.

SPECIFICATION A: TEAR OFF FLAT ROOF

1. Tear off old roofing, down to a solid substrate, and haul it away.

EXTRAS: If any bad decking is found, it will be replaced on a time and material cost basis.

2. This proposal is based on the idea that when the existing wall flashing is removed the masonry wall will be in adequate shape to adhere our new flashing to.

EXTRAS: If restoration is needed the following prices will be utilized:

Tuckpointing only \$8.00 per square foot
Grinding then tuckpointing \$12.50 per square foot
*Brick replacement is not reflected in either cost.

3. We will loosen the metal siding where the flat roof meets the house and install our new flashing. We will install new metal slip flashing under the existing metal siding.
4. Furnish and install new cant strip along the walls to create a 45-degree angle for flashing.
5. Furnish and install tapered Isocyanurate roof insulation sloped 1/6" per foot, 1 1/2" low point, 3 1/2" high point. New insulation will be mechanically attached using special plates and screws.
6. Furnish and install a peel and stick base ply over the new insulation.
7. One continuous sheet of **Certainteed Flintlastic** white modified bitumen is then installed by heat fusing as per the manufacturer's specifications.
8. After coping tile is removed, the walls and perimeter will be flashed using heavy-duty modified bitumen membrane. Modified bitumen roofing membranes, due to their strength, puncture resistance, elasticity, and proven long life are particularly suitable for use in flashing systems. The built-in adhesive layer ensures high bond strength masonry, wood, and concrete, and at the same time, provides a high strength welded lap. Reset coping.

EXTRAS: If any coping tiles are broken, they will be replaced at an additional charge.

9. The walls and projections will be flashed using one ply of **Certainteed Flintlastic** membrane. **Certainteed** roofing membranes, due to their strength, puncture resistance, elasticity, and proven long life are particularly suitable for use in flashing system. The built-up adhesive layer ensures high bond strength to masonry, wood and concrete, and at the same time, provides a high strength welded lap.
10. We will reuse the existing gutter and downspout (20 lineal feet).

11. We have included removing the top boards of the top stair landing and one 2 x 4 framing board sitting at the gutter edge.

EXTRAS: Should rotted or damaged wood framing above or below the roof be found it will be replaced at an additional cost on a time and material basis.

12. We will furnish and install new metal threshold door flashing and tie in under the existing door threshold.
13. Small pockets of water may remain after the field is installed since perfect pitch on an old structure flat roof is difficult if not impossible to achieve.

Upon completion and full payment, the manufacturer will issue its standard Twelve (12) year material warranty.

Upon completion and full payment, the above work will be guaranteed for a period of Twelve (12) years by **Raincoat Roofing Systems, Inc.** using our standard warranty forms.

ALL of the above work for **Specification A, other than any approved extras,** will be done for the sum of **Nine Thousand One Hundred Seventy Five Dollars (\$9,175.00).**

SPECIFICATION B: SIDE ROOF

1. Tear off old roofing, down to a solid substrate, and haul it away.

EXTRAS: If any bad decking is found, it will be replaced on a time and material cost basis.

2. This proposal is based on the idea that when the existing wall flashing is removed the masonry wall will be in adequate shape to adhere our new flashing to.

EXTRAS: If restoration is needed the following prices will be utilized:

Tuckpointing only \$8.00 per square foot
Grinding then tuckpointing \$12.50 per square foot
*Brick replacement is not reflected in either cost.

3. We will loosen the metal siding where the flat roof meets the house and install our new flashing. We will install new metal slip flashing under the existing metal siding.
4. Furnish and install 1.5" Isocyanurate insulation mechanically fastened to the roof deck using screws and plates.
5. Furnish and install new cant strip along the walls to create a 45-degree angle for flashing.

6. Furnish and install peel and stick base ply over the new insulation.
7. One continuous sheet of **Certainteed Flintlastic** white modified bitumen is then installed by heat fusing as per the manufacturer's specifications.
8. After coping tile is removed, the walls and perimeter will be flashed using heavy-duty modified bitumen membrane. Modified bitumen roofing membranes, due to their strength, puncture resistance, elasticity, and proven long life are particularly suitable for use in flashing systems. The built-in adhesive layer ensures high bond strength masonry, wood, and concrete, and at the same time, provides a high strength welded lap. Reset coping.

EXTRAS: If any coping tiles are broken, they will be replaced at an additional charge.

9. The walls and projections will be flashed using one ply of **Certainteed Flintlastic** membrane. **Certainteed** roofing membranes, due to their strength, puncture resistance, elasticity, and proven long life are particularly suitable for use in flashing system. The built-up adhesive layer ensures high bond strength to masonry, wood and concrete, and at the same time, provides a high strength welded lap.
10. We shall furnish and install all new gutters, fabricated of 26 gauge galvanized steel (24 lineal feet). New gutters shall be properly braced and counterflashed back onto roof, then stripped into new membrane.
11. We shall furnish and install all new downspouts fabricated of 26 gauge galvanized steel.
12. We shall furnish and install all new compression style surface mount counterflashing fabricated of 26 gauge galvanized steel, properly secured with appropriate fasteners, and sealed with urethane caulk.

Upon completion and full payment, the manufacturer will issue its standard Twelve (12) year material warranty.

Upon completion and full payment, the above work will be guaranteed for a period of Twelve (12) years by **Raincoat Roofing Systems, Inc.** using our standard warranty forms.

ALL of the above work for **Specification B**, other than any approved extras, will be done for the sum of **One Thousand Five Hundred Dollars (\$1,500.00)**.

Le Mont PERMIT FEE 155.00
Vent FEE 215.00
215

1500.00
215.00
1715.00

OPTION #1: DOWNSPOUT MODIFICATIONS

We will modify two existing downspouts extending down from the upper sloped roof.

At one downspout we will change two elbows and divert water to the small side roof in lieu of dumping out on the main roof. The downspout will lead into a 4' long open faced metal trough adhered to the roof.

At the second downspout we will install new elbows and return the water flow into the original existing wall mounted horizontal downspout.

ALL of the above work for **Option #1, other than any approved extras**, will be done for the sum of **Three Hundred Fifty Six Dollars (\$356.00)**.

TERMS:

Because we try always to be price competitive our terms are net on receipt of invoice. All payments become past due ten days from invoice date and will have a service charge of 2% per month (24% per year) added to original purchase price. All collection costs and legal fees incurred to collect past due bills must also be paid.

*½ before start
Balance upon completion*

EXTRAS: We have not included the city's permit costs. These costs are based on a percent of the contract value. Some cities do not have permit costs. We will apply for and secure a permit should it become necessary. The costs for the permit and expeditor, if necessary, will be in addition to our base bid.

Our proposed roof system options are subject to your city review / code process. Should complete roof tear off or additional insulation be required we may have to revise our scope of work which will be an additional cost.

All materials are warranted finest quality and fresh stock; they carry the Underwriter's APPROVED LABEL.

Fully insured workmen will do all work. A certificate of insurance will be mailed upon request.

Any approved additional work that becomes necessary will be done on a time and material basis. The additional costs will be calculated as follows:

*Time will be billed at an additional cost of \$89.00 per man-hour.
Materials will be billed at cost plus 15%.*

NOTES:

We will use the greatest amount of care during the execution of the above quoted work to avoid damage to the interior and exterior of the property and adjacent landscaping.

Although our installers will do their best to minimize the dust and noise (hammering) produced, past experience has shown that the following should be expected as normal by the owner as a result of such major construction (tear-off and reroofing work):

- Dust and small pieces of old roofing will fall through any open sheathing boards into open attics during the tear-off of the old roofing. You may want to cover items stored in an open attic with construction plastic or sheets to protect them from dust and roofing debris.

Our workers do not clean-up attics and/or remove debris from attics.

- A certain amount of dust will also fall on the outside of the building during the removal of the old roofing.

Windows should be closed!

- Nails in ceiling may “pop” and ceiling may crack as a result of movement in the structure as the old roofing (the weight) is being removed from the building.
- It may be necessary for you to check your fixtures, pictures, mirrors or anything hanging on the walls to be certain they are secure while we’re reroofing your property.

Remove anything that might be loosened during nail pounding.

- At the time of tear-off, it is also the best time to have the defective gutter replaced. Although we will take the utmost care during the removal of the roofing, damaged and/or improperly installed aluminum gutters may incur additional damage as the old roofing is being removed.
- Minor trampling of the grass or the breakage of twigs (items that would be expected to be self-restoring with the next season’s growth).

RAINCOAT ROOFING SYSTEMS, INC. will not be liable for damages should any of the above conditions occur.

NOTE:

Raincoat Roofing's scope of work is above the structural roof deck.

We cannot be responsible for items below the roof deck either before we start or after we finish.

Items that go through the roof, such as pipes, conduit, mechanical vents, etc., may become disconnected or debris inside them, such as rust, may fall and clog the pipe.

During roofing work, the deck may relax due to weight being taken off. This may cause problems with existing roof protrusions and could result in damaging older rusted vents, pipes, etc.

NOTE:

Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, mold or similar hazardous substances. If the contractor encounters any such products or materials in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the job site and the contractor determines that such materials present a hazard to its employees, the contractor shall have the right to discontinue its work and remove its employees from the job site until such products or materials and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and the contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.

Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly, unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, property damage, claim, loss, or expense resulting from the presence of electrical conduit; shall render the conduit harmless as to avoid injury to Contractor's personnel; and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

Contractor is not responsible for the design of structural ventilation or any moisture/condensation/mold problems that may occur before, during or after contract work.

Once again thank you for considering us. If you have any questions please call me.

Sincerely,

RAINCOAT ROOFING SYSTEMS, INC.



DAVE LEMBAS

1 **EXHIBIT B - AGREEMENT CREATING LIEN ON REAL ESTATE**

2 The undersigned, _____, owner(s) of
3 _____, 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 Four Thousand Seven Hundred Sixty-Five Dollars and Fifty
7 Cents (\$4,765.50) on the property commonly known as 114 Stephen Street, Lemont, Illinois
8 60439, and legally described as follows:

9
10 Permanent Index Number: 22-20-404-013-0000

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 _____ day of _____

STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

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

Notary Public

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

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(Tom's Place Façade Grant)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22ND DAY OF AUGUST, 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 22nd day of August, 2011**

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

(Tom's Place Façade Grant)

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 26th of July, 2010; and

WHEREAS, Mark Laketa, the owner of the property and building at 110 Stephen Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

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

WHEREAS, the review committee recommended a grant of \$4,301.00.

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

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as "Downtown Façade, Sign, and Site Improvement Grant Agreement" for 110 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 22nd day of August, 2011.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				

Ron Stapleton
Rick Sniegowski
Jeanette Virgilio

Approved by me this 22nd day of August, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **VILLAGE OF LEMONT**

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

6 **THIS AGREEMENT**, entered into this _____ day of _____, 2011, 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: Mark Laketa

11
12 Address: 3407 Lockner Blvd.

13
14 City: Joliet State: Illinois Zip Code: 60431

15
16 Name of Business: Tom's Place

17
18 Project Address(es): 110 Stephen Street, Lemont IL 60439

19
20 **WITNESSETH**

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

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

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

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

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

9 **Section 1. COST SHARING.** The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit A, to the
11 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
12 **property improvements shall not exceed \$4,301.00.** The maximum amount of
13 reimbursement for sign installation/improvements shall not exceed \$750.00, and the
14 maximum amount of reimbursement for architectural fees shall not exceed \$1,000.00.
15

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

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

30 **Section 4. DOCUMENTATION REQUIREMENTS.** Upon completion of the
31 building and site improvement/historic preservation and upon its final inspection and
32 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
33 a properly executed and notarized contractor statement and architect fee statement showing
34 the full cost of the work as well as each separate component amount due to the contractor
35 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
36 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, within
3 sixty days of receipt of the contractor's statement and proof of payment issue a check to the
4 OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed
5 the amount specified in this Agreement or in the contractor's or architect's statements. At the
6 time of reimbursement and throughout the term of this agreement, the land use and signage under
7 the control of the OWNER/LESSEE shall be in conformance with zoning and sign code
8 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 plans
12 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 cease
14 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 not
22 enter into any Agreement or contract or take any other steps to alter, change or remove such
23 improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any other
24 changes, by contract or otherwise, to the improvement provided for in this Agreement unless
25 such changes are first submitted to the Planning & Economic Development Director, and any
26 additional review body or commission for approval; which approval shall not be unreasonably
27 withheld if the proposed changes do not substantially alter the original design concept of the
28 building and site improvements as specified in the drawings and plans approved pursuant to this
29 Agreement. In addition to this section, a lien on the OWNER/LESSEE property shall be filed
30 prior to the final payout of the program reimbursement.
31

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

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

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

1
2 **Section 10. GENERAL INDEMNIFICATION.** In the event that, as a result of this
3 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in
4 any litigation arising by reason of this Agreement, and development activities contemplated
5 hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees,
6 officers and agents thereof, individually and collectively, from any suits and from any
7 claims, demands, setoff or other action including but not limited to judgments arising therefrom.
8 The obligation of the owners hereunder shall include and extend to payment of reasonable
9 attorneys' fees for the representation of the VILLAGE and its officers and agents in such
10 litigation and includes expenses, court costs and fees; it being understood that the owners
11 where there shall be no applicable standards provided therein, shall have the right to employ
12 all such attorneys to represent the VILLAGE and its officers and agents in such litigation,
13 subject to the approval of the corporate authorities of the VILLAGE, which approval shall not
14 be unreasonably withheld. The owners shall have the right to appeal to courts of appellate
15 jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect,
16 and the Village shall join in any such appeal taken by the owners.

17
18 **Section 11. PERFORMANCE OF AGREEMENT.** It is agreed that the parties hereto
19 may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific
20 performance, enforce or compel the performance of this Agreement, which shall include the right
21 of the parties to recover a judgment for monetary damages against each other, provided,
22 however, that the owners shall not have a right to recover a judgment for monetary damages
23 against any elected or appointed official of the VILLAGE for any breach of any of the terms
24 of this Agreement. The VILLAGE reserves the right to maintain an action to recover
25 damages or any sums which owners have agreed to pay pursuant to this Agreement and which
26 have become due and remained unpaid.

27
28 **Section 12. EXHIBITS.** It is agreed that **Exhibits A and B** shall be considered part of
29 this agreement.

30
31 **Section 13. DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.**
32 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property
33 as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement
34 Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon
35 approval of this Agreement to no less than thirty days after final approval and reimbursement
36 is made.

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38
39 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
40 first appearing above.

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OWNERS/LESSEE

VILLAGE OF LEMONT

Property OWNER

Village President

Date: _____

Date: _____

LESSEE

Date: _____

ATTEST:

By: _____
Village Clerk



Chesterfield Awning Co.

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

Tom's Place
110 Stephen St.
Lemont, IL 60439
Phone: 630-257-9875 Mark
Email: Toms_Place_lemont@comcast.net

July 30, 2011

CONTRACT / ESTIMATE

Two (2) custom canvas awnings made and installed

Style: Straight

Sizes: 2 at 224" wide x 36" projection x 36" drop

Fabric: Sunbrella #4631 – Burgundy

Border: 9" - Style to be determined

Binding: #18 - Linen

Frame: Welded aluminum square tubing frames

Graphics: TOM'S PLACE

6" painted on, Linen

Any font style

Centered on border of each awning

\$4196.00

*To make awnings with a 72" projection x 36" drop (Per Village ordinance)

\$6202.00

*Cost of permits will be added to total price

Total Price..... _____

Down Payment ... _____

Balance due _____

Installation: Approx. 6 - 7 weeks

Terms: 50% down – balance upon installation

Customer _____ Date: _____ Sales: Edward J. Ritzema

After the company goes into production on this merchandise, this contract cannot be canceled and the purchaser is responsible for the whole amount contracted herein. The merchandise is the property of the Chesterfield Awning Company, Inc. until the whole amount of the contract is paid in full. A service charge of 1 1/2 percent monthly will be added to any unpaid balance after 30 days from installation. This is an effective annual rate of 18 percent.

Riteway Brick Restoration



(708) 354-2501 Fax (708) 749-4448

6509 Pershing Rd.

Stickney, IL. 60402

Website: www.ritewaybrick.com

Email: ritewaybrick@shcglobal.net



Customer Name: Toms Place

Address: 110 Stephen St.

Lemont

Home Phone #

Work#

We hereby propose to furnish the materials and perform the labor necessary for the completion: Grind out all mortar joints on front face brick 1/2 to 3/4 inch in depth. Clean out all mortar joints. Tuckpoint above area 100% solid in a close matching mortar color to existing. All mortar joints will be struck in to maintain original look of building. This price is for a complete restoration of front of building. 5 year guarantee.

All material is guaranteed to specified, and the above work to performed in accordance with the drawing and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars \$ 2400.00

Riteway will try to meet or beat any legitimate contractors estimate, all it takes is a phone call.

\$50.00 deposit is required with a signed contract (blue copy).

On jobs over \$1500.00: 1/4 down will be required along with a signed contract (blue copy).

Once proposal is signed it becomes a legal, binding contract between both parties.

Remainder will be due on day of completion. No work will be scheduled or started without a signed contract. No exceptions! Upon Final payment contract has been fulfilled.

Respectfully submitted

Richard G. Crunt

Date: 7-18-11

Acceptance of Proposal

Date:

Any alteration or deviation will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements Contingent upon strikes, fire, bad weather and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Rite Way Brick Restoration. After 15 days if Riteway Brick has not been paid in full it may take legal action which may include placing a contractors lien against the property it has performed work on. Riteway is not responsible for foliage that is close to work areas. Chimney flashings and chimneys without liners, settlement cracks & any leaks are not covered under guarantee. Due to different brick sizes all brick repairs will be done as close as possible to existing. Most chimneys will be stepped in above flashing.

Note: This proposal may be withdrawn if not accepted within 30 days. Riteway is approx. 2-3 weeks out at this time. All trash and debris to be removed by Riteway.

Blue Copy to be sent back to Riteway

Yellow Copy - Customer Copy & Final bill

1 **EXHIBIT B - AGREEMENT CREATING LIEN ON REAL ESTATE**

2 The undersigned, _____, owner(s) of
3 _____, 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 four thousand three hundred and one Dollars
7 (\$4,301.00) on the property commonly known as 110 Stephen Street (Tom's Place),
8 Lemont, Illinois 60439, and legally described as follows:

9
10 Permanent Index Number: 22-20-404-003-0000

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 _____ day of _____

STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

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

Notary Public

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

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 220 MAIN STREET IN LEMONT, IL**

(Martellen's Façade Grant)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22ND DAY OF AUGUST, 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 22nd day of August, 2011**

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 220 MAIN STREET IN LEMONT, IL

(Martellen's Façade Grant)

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

WHEREAS, Martin Troc, a tenant of the building at 220 Main Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

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

WHEREAS, the review committee recommended a grant of \$2,734.50.

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

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as "Downtown Façade, Sign, and Site Improvement Grant Agreement for 220 Main Street," a copy of which is attached hereto and made a part hereof.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 22nd day of August, 2011.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniagowski

Jeanette Virgilio

Approved by me this 22nd day of August, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **VILLAGE OF LEMONT**

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

6 **THIS AGREEMENT**, entered into this _____ day of _____, 2011, 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: Martin Troc

11
12 Address: 16046 Messenger Circle,

13
14 City: Homer Glen State: Illinois Zip Code: 60491

15
16 Name of Business: Martellen's

17
18 Project Address(es): 220 Main Street, Lemont IL 60439

19
20 **WITNESSETH**

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

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

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

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

5
6 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
7 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:

8
9 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit A, to the
11 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
12 **property improvements shall not exceed \$2,734.75.** The maximum amount of
13 reimbursement for sign installation/improvements shall not exceed \$750.00, and the
14 maximum amount of reimbursement for architectural fees shall not exceed \$1,000.00.

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

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

29
30 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the
31 building and site improvement/historic preservation and upon its final inspection and
32 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
33 a properly executed and notarized contractor statement and architect fee statement showing
34 the full cost of the work as well as each separate component amount due to the contractor
35 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
36 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, within
3 sixty days of receipt of the contractor's statement and proof of payment issue a check to the
4 OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed
5 the amount specified in this Agreement or in the contractor's or architect's statements. At the
6 time of reimbursement and throughout the term of this agreement, the land use and signage under
7 the control of the OWNER/LESSEE shall be in conformance with zoning and sign code
8 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 plans
12 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 cease
14 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 not
22 enter into any Agreement or contract or take any other steps to alter, change or remove such
23 improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any other
24 changes, by contract or otherwise, to the improvement provided for in this Agreement unless
25 such changes are first submitted to the Planning & Economic Development Director, and any
26 additional review body or commission for approval; which approval shall not be unreasonably
27 withheld if the proposed changes do not substantially alter the original design concept of the
28 building and site improvements as specified in the drawings and plans approved pursuant to this
29 Agreement. In addition to this section, a lien on the OWNER/LESSEE property shall be filed
30 prior to the final payout of the program reimbursement.

31
32 **Section 7. UNRELATED IMPROVEMENTS.** Nothing herein is intended to limit,
33 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
34 subject premises which is unrelated to the building, sign, and site improvement provided for in
35 this Agreement.

36
37 **Section 8. AGREEMENT APPLICABLE TO FUTURE OWNERS.** This Agreement
38 shall be binding upon the VILLAGE OF LEMONT and upon the OWNER/LESSEE and its
39 successors, to said property for a period of three years from and after the date of completion and
40 approval of the improvements provided for herein. It shall be the responsibility of the
41 OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of **Section 7** of this
42 Agreement.

43
44 **Section 9. VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION.** The
45 owner of the subject property agree to defend and hold harmless the Village from any and all
46 claims which may arise out of said owners' construction activities under this Agreement.

1
2 **Section 10. GENERAL INDEMNIFICATION.** In the event that, as a result of this
3 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in
4 any litigation arising by reason of this Agreement, and development activities contemplated
5 hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees,
6 officers and agents thereof, individually and collectively, from any suits and from any
7 claims, demands, setoff or other action including but not limited to judgments arising therefrom.
8 The obligation of the owners hereunder shall include and extend to payment of reasonable
9 attorneys' fees for the representation of the VILLAGE and its officers and agents in such
10 litigation and includes expenses, court costs and fees; it being understood that the owners
11 where there shall be no applicable standards provided therein, shall have the right to employ
12 all such attorneys to represent the VILLAGE and its officers and agents in such litigation,
13 subject to the approval of the corporate authorities of the VILLAGE, which approval shall not
14 be unreasonably withheld. The owners shall have the right to appeal to courts of appellate
15 jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect,
16 and the Village shall join in any such appeal taken by the owners.

17
18 **Section 11. PERFORMANCE OF AGREEMENT.** It is agreed that the parties hereto
19 may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific
20 performance, enforce or compel the performance of this Agreement, which shall include the right
21 of the parties to recover a judgment for monetary damages against each other, provided,
22 however, that the owners shall not have a right to recover a judgment for monetary damages
23 against any elected or appointed official of the VILLAGE for any breach of any of the terms
24 of this Agreement. The VILLAGE reserves the right to maintain an action to recover
25 damages or any sums which owners have agreed to pay pursuant to this Agreement and which
26 have become due and remained unpaid.

27
28 **Section 12. EXHIBITS.** It is agreed that **Exhibits A and B** shall be considered part of
29 this agreement.

30
31 **Section 13. DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.**
32 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property
33 as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement
34 Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon
35 approval of this Agreement to no less than thirty days after final approval and reimbursement
36 is made.

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39 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
40 first appearing above.
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OWNERS/LESSEE

VILLAGE OF LEMONT

Property OWNER/LESSEE

Village President

Date: _____

Date: _____

LESSEE

Date: _____

ATTEST:

By: _____
Village Clerk

FAX 630.420.2001
 EMAIL: AURORATENTAWNING@AOL.COM

PROPOSAL SUBMITTED TO:

JOB ADDRESS:

MARTELLEN'S ATTN: MARTIN TROC 220 MAIN STREET LEMONT, ILLINOIS 60157				SAME		
DATE	PHONE NO.	# LOCATIONS	INSTALLED	INVOICE NO.	OUR P.O. NO.	ORDER
7-11-11	708-514-0020		NORM			

BELOW PLEASE FIND PRICING FOR (1) AWNING RECOVER

PRICE INCLUDES: <ul style="list-style-type: none"> ➤ REMOVAL OF EXISTING AWNINGS ➤ MATERIAL: SUNBRELLA ➤ BODY OF AWNING: STRIPE ➤ BLACK BOX PAINTED ➤ MARTILLEN'S - TAUPE ➤ VALANCE TO BE BLACK, ADDRESS TO BE TAUPE ➤ ARTWORK ➤ INSTALLATION 	
SIZING: DROP: 4' PROJ: 2' WIDTH: 21'3" VALANCE: 9"	
PRICE :	\$1,675.00
TAX:	\$ 117.25
TOTAL:	\$1,792.25

*****TO BEGIN PROCESSING, PLEASE SIGN AND RETURN CONTRACT WITH YOUR DEPOSIT. IF HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL. THANK YOU!!!**

*** WE PROPOSE *hereby to furnish material and labor-complete in accordance with above specification,, for the sum of:*

ONE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND 25/100 Dollar: (\$1,792.25)

Payment to be made as follows:
 A 50% DEPOSIT IN THE AMOUNT OF \$896.13 IS REQUIRED TO BEGIN MANUFACTURING.

REMAINING BALANCE OF \$896.12 IS DUE ON THE DATE OF INSTALLATION.

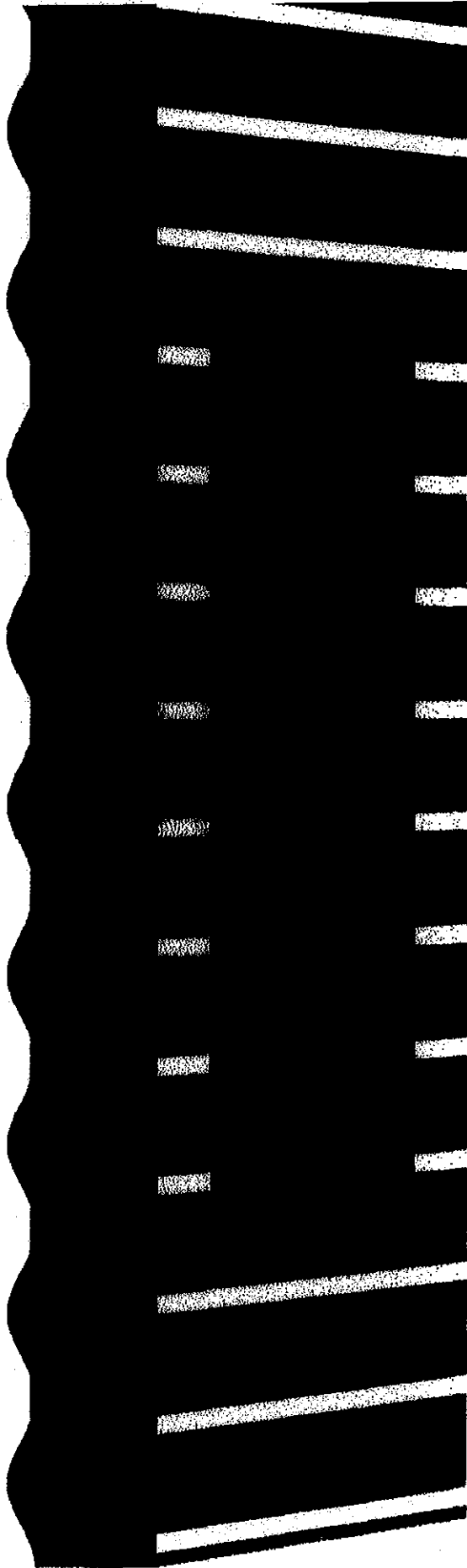
Materials will be furnished only as stated on contract any deviation or alteration from the above specifications involving extra cost of material or labor will be performed only upon written contact for same and will become an extra charge over the sum mentioned in this contract. All Agreements must be made in writing. All agreements contingent upon strikes, accidents or delays beyond our control. The contractor agrees to carry appropriate insurance as required.
 Authorized Signature _____

The appearance of my signature below authorizes the above cont complete the above contract. I agree to pay cash when work is com on terms satisfactory to the above contractor until paid in full. If p not made as per contract is paid full and all costs, including cour reasonable attorney's fees.

Signature _____

This proposal may be withdrawn by us if not accepted within _____ days.

Date of Acceptance _____



PROPOSAL SUBMITTED TO:

JOB ADDRESS:

MARTELLEN'S ATTN: MARTIN TROC 220 MAIN STREET LEMONT, ILLINOIS				SAME		
DATE	PHONE NO.	# LOCATIONS	INSTALLED	INVOICE NO.	OUR P.O. NO.	ORDER NO.
7-11-11	708-514-0020		NORM			

BELOW PLEASE FIND PRICING FOR (1) AWNING RECOVER

PRICE INCLUDES: <ul style="list-style-type: none"> ➤ REMOVAL OF EXISTING AWNINGS ➤ MATERIAL: SUNBRELLA ➤ BODY OF AWNING: STRIPE ➤ BLACK BOX PAINTED ➤ DRESS & BRIDAL BOUTIQUE TAUPE ➤ VALANCE TO BE BLACK, PHONE # TAUPE ➤ ARTWORK ➤ INSTALLATION 	
SIZING: DROP: 4' PROJ: 2' WIDTH: 21'3" VALANCE: 9"	
PRICE :	\$1,675.00
TAX:	\$ 117.25
TOTAL:	\$1,792.25

*****TO BEGIN PROCESSING, PLEASE SIGN AND RETURN CONTRACT WITH YOUR DEPOSIT. IF HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL. THANK YOU!!!**

***** WE PROPOSE hereby to furnish material and labor-complete in accordance with above specification,, for the sum of:**

ONE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND 25/100 Dollar: **(\$1,792.25)**

Payment to be made as follows:

A 50% DEPOSIT IN THE AMOUNT OF \$896.13 IS REQUIRED TO BEGIN MANUFACTURING.

REMAINING BALANCE OF \$896.12 IS DUE ON THE DATE OF INSTALLATION.

Materials will be furnished only as stated on contract any deviation or alteration from the above specifications involving extra cost of material or labor will be performed only upon written contact for same and will become an extra charge over the sum mentioned in this contract. All Agreements must be made in writing. All agreements contingent upon strikes, accidents or delays beyond our control. The contractor agrees to carry appropriate insurance as required.

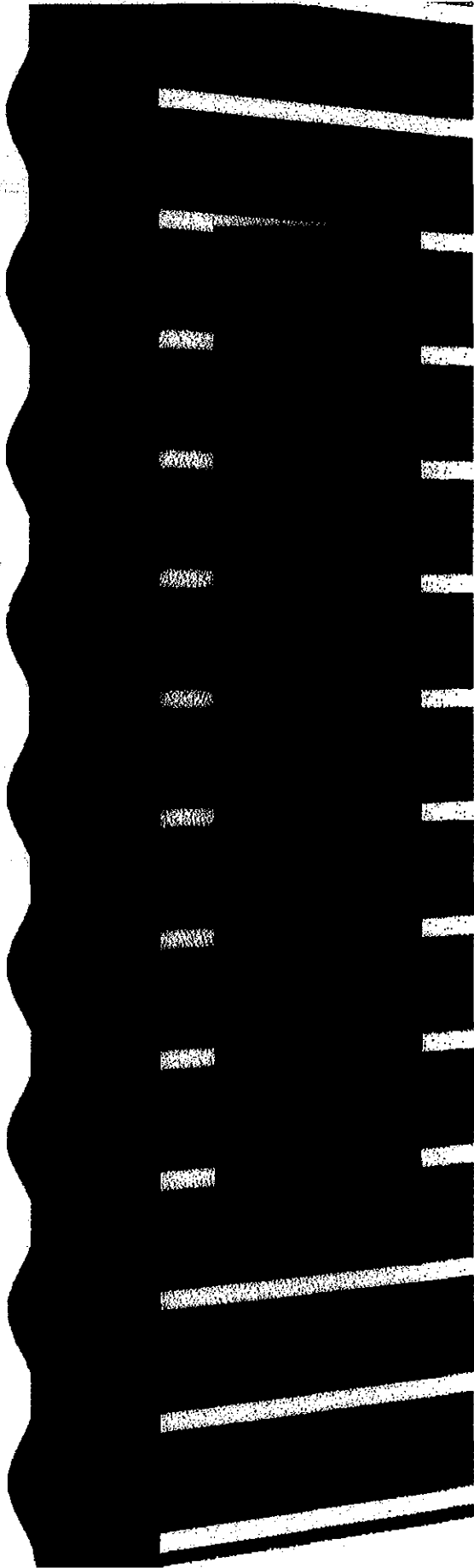
Authorized Signature _____

The appearance of my signature below authorizes the above contractor to complete the above contract. I agree to pay cash when work is complete on terms satisfactory to the above contractor until paid in full. If payment not made as per contract is paid full and all costs, including court reasonable attorney's fees.

Signature _____

This proposal may be withdrawn by us if not accepted within _____ days.

Date of Acceptance _____





ART SIGN WORKS, INC - 2010
 41785 Elm Street Suite 302
 Murrieta, CA 92562

Quote

Date	Quote #
7/18/2011	490

Name / Address
Marty Troc Martellen's Dress and Bridal Boutique

Rep
CMV

Description	Qty	Cost	Total
HDU Double-Sided Sign, 36" x 24" x 2" thick	1	590.00	590.00T
Shipping & Handling to IL	1	45.00	45.00T
Out of State Sale, Exempt From Sales Tax		0.00%	0.00





Works Inc.
 951.698.8484
 .698.9088
 info@artsignworks.com
 artsignworks.com

Customer Name: Marty Troc

Company:

Phone:

E-mail address: martin.troc@blacktieservices.com

Shipping Address:

?

Order Number:

Order Date:

Make Time: 4-5 weeks

Estimated Ship Date:

Total Price:

Terms:

Order Taken By: Christie

CUSTOMER PROOF

Material: D/S HDU

Size: 36" x 24" x 2"

Details: Outdoor

Finish:

Tan

Additional Details: All Black
 Raised, Light Tan
 and Lowered w/
 a Texture

Additional Details: none

Additional Posts: none

Additional Finishes: Satin Clear Coat



CNC TOOLPATHS

Name	Bit	Depth

All Non-PANTONE colors are matched as close as possible to digital proof off of the computer monitor, colors will vary according to monitor calibration. PANTONE colors are mixed using MPC formula guide, based on the PANTONE fanbook color chart. Colors may vary from digital proof to actual sign.

Proposal

Name / Address

Marilyn Troc
218 Main Street
Lemont, IL 60439

Date

07/19/2011

Proposal No.

07192011

Description

Subtotal

EXTERIOR

PREPARATION:

1. Power wash exterior to loosen any old paint and remove dirt.
2. Repair any surface and prime if needed.
3. Tape off any fixtures and or areas/items not to be painted.

PAINTING:

\$1250.00

Building

1. Paint all designated areas with two coats of light tan/beige (Color match will be approved by client) exterior paint.
 2. Paint all doors and current black decorative trim with two coats of black (Black will be approved by client) exterior paint.
- *All paint and materials supplied by contractor for this project.

All labor, materials and equipment necessary to complete the project unless otherwise specified will be provided.

Use of drop cloths at all times and clean up all areas at the end of each day and all refuse will be disposed of off premises.

Total \$1250.00

Paul Romanowski
218 Main Street
Lemont, IL 60439

1 **EXHIBIT B - AGREEMENT CREATING LIEN ON REAL ESTATE**

2 The undersigned, _____, owner(s) of
3 _____, 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 Two Thousand Seven Hundred Thirty-Four Dollars and Fifty
7 Cents (\$2,734.50) on the property commonly known as 220 Main Street, Lemont, Illinois
8 60439, and legally described as follows:

9
10 Permanent Index Number: 22-20-302-009-0000

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 _____ day of _____

STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

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

Notary Public

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

Village Board

Agenda Memorandum

Item

to: Mayor & Village Board

from: Kevin Shaughnessy, Police Chief

subject: Intergovernmental Agreements with Lemont High School District 210 for a School Liaison Officer and Reciprocal Reporting Agreement for 2011-2012 School Year.

date: August 16, 2011

BACKGROUND/HISTORY

On December 13, 1999 the Board approved an Intergovernmental Agreement to provide a school liaison officer for High School District 210. Each school year thereafter the agreement has been renewed, with District 210 picking up a portion of the officer's salary (currently at 75%) for the hours served as liaison. The Illinois School Code enacted an amendment in 2006 to permit the exchange of information between educators and law enforcement. The Reciprocal Reporting Agreement, also attached, allows for this exchange. Both agreements are for the 2011-2012 school year.

RECOMMENDATION

Staff is recommending approval of the attached agreements.

ATTACHMENTS

1. Resolution Approving Intergovernmental Agreement for School Liaison Officer and Authorizing the Police Chief to Execute a Reciprocal Reporting Agreement with Lemont High School District 210 for the 2011-2012 School Year.
2. Intergovernmental Agreement for Lemont High School District 210 School Liaison Officer.
3. Reciprocal Reporting Agreement for 2011/2012 School Year.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Review and vote on the attached Resolution.

RESOLUTION _____

**RESOLUTION APPROVING APPROVING INTERGOVERNMENTAL
AGREEMENT FOR SCHOOL LIAISON OFFICER
AND AUTHORIZING THE POLICE CHIEF TO EXECUTE A
RECIPROCAL REPORTING AGREEMENT
WITH LEMONT HIGH SCHOOL DISTRICT 210
FOR THE 2011-2012 SCHOOL YEAR**

WHEREAS, the Village of Lemont and Lemont High School District 210 entered into an Agreement dated December 13, 1999 for provision of a School Liaison Officer at Lemont High School; and

WHEREAS, the Village of Lemont and Lemont High School District 210 have also previously entered into a Reciprocal Reporting Agreement; and

WHEREAS, the terms and conditions of each agreement are attached hereto as Exhibits A and B;
and

WHEREAS, both parties seek to extend the terms of these agreements for the 2011-2012 school year.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES ILLINOIS as follows:

1. The Intergovernmental Agreement between the Village of Lemont and Lemont High School District 210 for a School Liaison Officer for the 2011-2012 School Year attached hereto as Exhibit A is hereby approved.
2. The Chief of Police is hereby authorized to execute the Intergovernmental Reciprocal Reporting Agreement with Lemont High School District 210 attached hereto as Exhibit B for the 2011-2012 school year.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS, on this 22nd day of August, 2011.

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

**RECIPROCAL REPORTING AGREEMENT
2011/2012 SCHOOL YEAR**

This Agreement, between Lemont High School District 210, Cook County, Illinois and the Village of Lemont is established and maintained pursuant to the authority of Sections 10-20.14 and 22-20 of the Illinois School Code, and in compliance with Section 1-7 of the Juvenile Court Act (705 ILCS 405/1-1). This Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn.

The consensus recognizes the need for educators and law enforcement to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation.

That consensus further recognizes and determines that the police department of the Village of Lemont ("Police Department") is essential to achieving the objectives of this Agreement. Mindful of the Police Department's officers' sworn obligations, including to assist in the investigation and prevention of crime, both in school and in the community at large, the consensus determines that the Police Department's office is a law enforcement agency and properly a party to this agreement.

That consensus defines information as any fact, or reasonable inference drawn from any fact or combination of facts, pertaining to any activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school. Or any fact, or reasonable inference drawn from any fact or combination of facts, pertaining to any criminal or gang-related activity or suspected criminal or gang-related activity.

In respect to the legislative mandate and in recognition of our responsibilities in providing a safe, orderly and predictable school environment, the undersigned established and agree to abide by the following protocol for the sharing of information among our agencies:

- 1) Each party to this Agreement shall designate a person(s) who shall transmit information and receive information from the designee of each agency;
- 2) The undersigned may further designate an additional designee who shall perform the duties of the designee in the event of the designee's unavailability;
- 3) The undersigned may perform the duties of the designee at any time the undersigned feels such performance would further the objectives stated in this Agreement;
- 4) Information may be communicated verbally among the designees at any time deemed necessary by the designees;
- 5) Information may also be verbally communicated among the designees during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by an designee on an as-needed basis;
- 6) Information in written form may be transmitted among the designees by any agreed-upon method, including but not limited to United States mail, delivery or telefacsimile; such sharing or written information may be according to an agree-upon schedule, or on an as-needed basis;

- 7) All information, whether verbal or written, may be further disseminated by any designee to any employee's or privileged representatives, of his or her agency, when the designee believes such further dissemination is necessary to further the objectives stated in the Agreement;
- 8) The undersigned shall develop procedures for their individual agencies designed to ensure that any such information is not available to employees or other persons other than as authorized by this Agreement;
- 9) No information described by this agreement shall be disclosed or made available in any form to any person or agency outside this agreement unless specifically authorized by law
- 10) Law enforcement records may be transmitted or copies by school's designee when the record relates to battery and assault, violations of the unlawful use of weapon's section of the Criminal Code (730 ILCS 5/24-1), the Controlled Substances Act, the Cannabis Control Act, a forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/24-1), or any criminal conduct affecting the safety of school students, personnel, or property as authorized by Section 22-20 of the Illinois School Code or other applicable law.
- 11) Contents of law enforcement records may be further disseminated as provided for in paragraph (7) above, subject to safeguards and restrictions described in paragraphs (8) and (9);
- 12) All information should be transmitted as promptly as possible after received by the originating agency;
- 13) The school designee's responsibility under this Agreement shall include information pertaining to activities occurring in school, on school grounds at a school-related activity, or by or against school property. Personnel or other students;
- 14) Student records may be transmitted only to the extent permitted by law, including the Illinois School Records Act and the Federal Family Education Rights and Privacy Act;
- 15) The Illinois Criminal Code, the Juvenile Court Act, the Illinois School Code, and the School/Law Enforcement Relations Handbook, prepared by the Education/Law Enforcement Committee shall be used as references for definitions.

Law Enforcement Executive on
Behalf of Village of Lemont

School Official on Behalf of Lemont
High School District 210

Dated: _____

Dated: _____

**INTERGOVERNMENTAL AGREEMENT
FOR LEMONT HIGH SCHOOL DISTRICT 210
SCHOOL LIAISON OFFICER**

WHEREAS, the Village of Lemont and Lemont High School District 210 are entering into an "Agreement for School Liaison Officer" and

WHEREAS, the Village of Lemont (a municipal corporation of Illinois) and Lemont High School District 210 (hereinafter "School District") agree that the initiation of the School Liaison Officer Program is desirable.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING, the "Agreement for School Liaison Officer", and the covenants hereinafter set forth, the parties agree to the Agreement for School Liaison Officer, dated _____, as follows:

Paragraph 1 That the parties hereto recognize the need for the supplying of a regular sworn Lemont Officer as a School Liaison Officer at Lemont High School during normal school hours, and the Village hereby agrees to supply to the School District an officer employed by the Village of Lemont Police Department to fulfill the requirements and job description of "School Liaison Officer" meeting the requirements and to provide the fulfillment of the duties described in job description attached hereto.

Paragraph 2 The School Liaison Officer shall serve at Lemont High School on days of regular school attendance during the hours in which the school is open, but at all times shall remain an employee of the Village of Lemont Police Department and subject to call to other duties by the Lemont Police Department as the Village or its Chief of Police shall determine. The Village of Lemont Police Department shall supply appropriate law enforcement supplies equipment and a vehicle for use by the School Liaison Officer, for official use.

Paragraph 3.1 The School Liaison Officer's wages and all other benefits shall be paid by the Village, and the Village shall advise the School District as to the amount of the wages of the School Liaison Officer due and payable to the School Liaison Officer on account of the School Liaison Officer's employment with the Village as identified in this Agreement.

Paragraph 3.2 The School District agrees to reimburse and pay the Village seventy-five (75) percent of the current wages paid to the School Liaison Officer for the agreed upon hours spent at Lemont High School during normal school hours. The Village shall invoice the School District the amount determined on a bi-monthly basis, and the School District shall pay that invoice in accordance with State Law. Special Detail and hours over (40) hours per week will be paid by the school district at a rate of time and a half.

Paragraph 3.3 The Village of Lemont shall protect, defend, indemnify and hold the School District harmless from any employment claims brought by or against the School Liaison Officer including, but not limited to, suits or administrative actions charging

discrimination, civil rights violations, noncompliance with employment statutes, worker's compensation, improper salary withholding, improper overtime reimbursement, improper income tax withholding and any claims involving property damage or personal injury. It is the parties' specific understanding and intent that the School Liaison Officer be an employee of the Village of Lemont Police Department.

Paragraph 4 During vacation periods and on days that when the School is closed, the School Liaison Officer shall be available solely for such Village duties as shall be prescribed by the Lemont Police Department.

Paragraph 5 in the event of a critical incident I police emergency the School Resource Officer will be subject to recall. Whenever the School. Resource Officer is recalled; the Lemont Police Department will respond and investigate all incidents or requests as needed.

Paragraph 6 Should the School District become dissatisfied with the services by the assigned Police Liaison, the representative of the Lemont Police Department and the School District shall work together to ensure the assignment of a replacement. Should an amendment or revision of this agreement be necessary, representatives of the Village of Lemont Police Department shall confer prior to recommending any modifications. Both the School District and the Village of Lemont Police Department must approve any proposed amendments, modifications, or revisions to this agreement. Each party has the right to eliminate this agreement with a one (1) month advance termination notice. All other terms and conditions, as set forth in this intergovernmental agreement, for a Lemont High School District 210 Liaison Officer dated _____ shall go into effect upon its approval by both the Village Board and the School board.

Paragraph 7 Either party may terminate this agreement at any time during the term and any extension hereof by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this agreement at any time by mutual consent and agreement.

ATTEST

Lemont Township High School
District 210

Secretary

President

ATTEST

Village of Lemont

Secretary

President

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: Lofts Parking Garage L.E.D. Lighting Retrofit

date: August 16, 2011

BACKGROUND

Seven (7) bids were received on October 28, 2009 for the Loft Parking Garage LED Lighting Retrofit project, which work consists of the replacement of the parking garage lights with new Light Emitting Diode (L.E.D.) lights. The low bidder was RAGS Electric Company, which bid was in the amount of \$25,800.00. The bid was 16,200.00 (38.57%) below the Engineer's Estimate of \$42,000.00. At the time, there was discussion concerning the UL Listing of the light enclosure unit, so no Board action was taken. Since that time, the "Vapor-Tight" enclosure unit has received UL approval.

Due to this delay in constructing this project, there have been increases in pricing for both labor and material, which necessitates a Change Order No. 1, in the additional amount of \$2,821.00. The revised contract price will be \$28,621.00.

PROS/CONS/ALTERNATIVES

Award of this bid will have this work completed in a timely and expeditious manner.

RECOMMENDATION

Award of the Loft Parking Garage LED Lighting Retrofit project to RAGS Electric Company, based on their bid amount \$25,800.00, and approval of Change Order No. 1 in the amount of \$2821.00.

ATTACHMENTS

- Resolution Authorizing Award of Contract
- Letter of Award Recommendation;
- Bid Tabulation listing the bid received, including company name, address and amount of bid; and
- Change Order No. 1, in the additional amount of \$2,821.00.

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution awarding the contract to RAGS Electric Company.

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE LOFT PARKING GARAGE LED LIGHTING RETROFIT PROJECT
AND APPROVAL OF CHANGE ORDER NO. 1**

WHEREAS, the Village of Lemont requires that the Loft Parking Garage LED Lighting Retrofit project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of RAGS Electric Company for such work; and

WHEREAS, RAGS Electric Company submitted a low bid for such work in the amount of \$25,800.00, and request approval of Change Order No. 1, in the amount of \$2,821.00.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract and Change Order No. 1 with RAGS Electric Company 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 22nd day of August, 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 22nd day of August, 2011.

A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Daniel P. Blondin, Village Attorney

Date: _____



Date: _____

County Cook, DuPage & Will

Request No. 1 Final

Road District or Municipality Village of Lemont

Contractor: RAGS Electric Company
Address: 16244 Bluff Road
Lemont, IL 60439

Section Lofts Parking Garage LED
Lighting Retrofit
Project No.: 09276

I recommend that an addition
 extension be made to the above contract.
 deduction from

Between Station N/A and Station N/A a net length of N/A
(Do not fill in unless a change in length is involved.)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Item No	Description	Awarded				As Constructed				
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Additions	Deductions
1	Parking Deck Area Lighting Fixture L.E.D. Retrofit Replacement, 3-Tube, 15-Watt, 300-Count, Complete	EACH	65	\$ 20,150.00		65	\$310.00			
2	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 300-Count, 4-Foot, Complete	EACH	9	1,260.00		9	\$140.00			
3	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 225-Count, 3-Foot, Complete	EACH	20	2,500.00		20	\$125.00			
4	Top Parking Deck Level Lighting Fixture L.E.D. Retrofit, 1-Lamp, 36-Watt, 28-Count, Complete	EACH	6	1,890.00		6	\$315.00			
Per Change Order No. 1 (Price Increases)										
1	Parking Deck Area Lighting Fixture L.E.D. Retrofit Replacement, 3-Tube, 15-Watt, 300-Count, Complete	EACH	65			65	\$345.00		\$2,275.00	
2	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 300-Count, 4-Foot, Complete	EACH	9			9	\$154.00		\$126.00	
3	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 225-Count, 3-Foot, Complete	EACH	20			20	\$140.00		\$300.00	
4	Top Parking Deck Level Lighting Fixture L.E.D. Retrofit, 1-Lamp, 36-Watt, 28-Count, Complete	EACH	6			6	\$335.00		\$120.00	
				\$ 25,800.00			Totals:	\$ 2,821.00	\$ -	
Total net addition to date \$ 2,821.00 which is 10.93% of Contract price.								Net Change:	\$ 2,821.00	\$ -

Amount of original Contract: 25,800.00

Amount of previously adjusted Contract: _____

Amount of adjusted/final Contract: \$ 28,621.00

addition

Total net deduction to date: \$ 2,821.00 which is **10.93%** of Contract Price

State fully the nature and reason for the change:

Adjustment for price increases on unit prices.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

XX The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

_____ The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.

_____ The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Signed:

_____ Municipal Officer

Ben Wehmeier, Administrator

_____ Title of Municipal Officer

_____ Date

Note: Make out separate form for change in length quantities.
Give net quantities only.
Submit 3 copies of this form to District Engineer (4 copies for road district)
If plans are required attach 3 sets.

OWNER: Village of Lemont
PROJECT DESCRIPTION: Lofts Parking Garage L.E.D. Lighting Retrofit
 on River Street, West of Stephen Street
BID OPENING: October 28, 2009 @ 10:00 a.m.

PROJECT NO : 09276_Rebid

Item No	Description	Unit	Quantity	Engineers Estimate		Rag's Electric Company 16244 Bluff Road Lemont, IL 60439 5% Bid Bond		Lyons Electric Company 650 E. Elm Avenue LaGrange, IL 60525 5% Bid Bond		Sullivan Electrical Cntrctrs. 14832 Anne Court Oak Forest, IL 60452 5% Bid Bond		Anchor Electric Corp. 291 E. St. Charles Road Carol Stream, IL 60188 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Parking Deck Area Lighting Fixture L.E.D. Retrofit Replacement, 3-Tube, 15-Watt, 300-Count, Complete	EACH	65	500.00	32,500.00	310.00	20,150.00	357.03	23,206.95	324.04	21,062.60	350.89	22,807.85
2	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 300-Count, 4-Foot, Complete	EACH	9	300.00	2,700.00	140.00	1,260.00	167.07	1,503.63	195.00	1,755.00	180.78	1,627.02
3	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 225-Count, 3-Foot, Complete	EACH	20	280.00	5,600.00	125.00	2,500.00	148.36	2,967.20	185.34	3,706.80	156.75	3,135.00
4	Top Parking Deck Level Lighting Fixture L.E.D. Retrofit, 1-Lamp, 36-Watt, 28-Count, Complete	EACH	6	200.00	1,200.00	315.00	1,890.00	345.37	2,072.22	550.28	3,301.68	433.34	2,600.04
Totals:					42,000.00		25,800.00		29,750.00		29,826.08		30,170.00
Bid Error Corrections:													
1	Parking Deck Area Lighting Fixture L.E.D. Retrofit Replacement, 3-Tube, 15-Watt, 300-Count, Complete												22,807.85
2	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 300-Count, 4-Foot, Complete												1,627.02
4	Top Parking Deck Level Lighting Fixture L.E.D. Retrofit, 1-Lamp, 36-Watt, 28-Count, Complete												2,600.04
Total													30,169.91
Corrected Totals ---							25,800.00		29,750.00		29,826.08		30,169.91
Over / Under ----							-16,200.00		-12,250.00		-12,173.92		-11,830.09
Percent ----							-38.57%		-29.17%		-28.99%		-23.17%

OWNER: Village of Lemont
PROJECT DESCRIPTION: Lofts Parking Garage L.E.D. Lighting Retrofit
 on River Street, West of Stephen Street
BID OPENING: October 28, 2009 @ 10:00 a.m.

PROJECT NO : 09276_Rebid

Item No	Description	Unit	Quantity	Engineers Estimate		All Industrial Electric 432 E. State Pkwy., Suite 129 Schaumburg, IL 60173 5% Bid Bond		Pace Systems, Inc. 2040 Corporate Lane Naperville, IL 60563 5% Bid Bond		Burke Electrical Const. 227 E. Laraway Road Frankfort, IL 60423 5% Bid Bond		Unit Price Amount	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Parking Deck Area Lighting Fixture L.E.D. Retrofit Replacement, 3-Tube, 15-Watt, 300-Count, Complete	EACH	65	500.00	32,500.00	355.00	23,075.00	385.08	25,030.20	575.50	37,407.50		
2	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 300-Count, 4-Foot, Complete	EACH	9	300.00	2,700.00	180.00	1,620.00	271.61	2,444.49	245.50	2,209.50		
3	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 225-Count, 3-Foot, Complete	EACH	20	280.00	5,600.00	175.00	3,500.00	246.25	4,925.00	235.50	4,710.00		
4	Top Parking Deck Level Lighting Fixture L.E.D. Retrofit, 1-Lamp, 36-Watt, 28-Count, Complete	EACH	6	200.00	1,200.00	350.00	2,100.00	700.87	4,205.22	491.00	2,946.00		
Totals:					42,000.00		30,295.00		36,604.91		47,277.00		
Bid Error Corrections:													
1	Parking Deck Area Lighting Fixture L.E.D. Retrofit Replacement, 3-Tube, 15-Watt, 300-Count, Complete										37,407.50		
2	Stairwell & Elevator Lobby Lighting Fixture, L.E.D. Retrofit, 2-Tube, 15-Watt, 300-Count, 4-Foot, Complete										2,209.50		
4	Top Parking Deck Level Lighting Fixture L.E.D. Retrofit, 1-Lamp, 36-Watt, 28-Count, Complete										2,946.00		
Total											47,273.00		
Corrected Totals ---							30,295.00		36,604.91		47,273.00		
Over / Under ----							-12,250.00		-5,395.09		5,273.00		
Percent ----							-29.17%		-12.85%		12.55%		

James L. Cainkar

From: RAGSELECTRIC@aol.com
Sent: Wednesday, September 29, 2010 5:21 PM
To: James L. Cainkar; RAGBOWHUNT1@aol.com
Subject: lemont loft garage
Attachments: ccdewCutSheetT-8Lamp1_2_T8UL30000hrs.pdf;
CutSheetStripLightULappvdCVTTechlight.pdf; lemontledwarrantyletter.pdf

Jim,
Please open the attachments regarding UL listing on the LED retro and fixtures for the parking garage
please call with any questions.

Thanks Rick

9/30/2010

09276

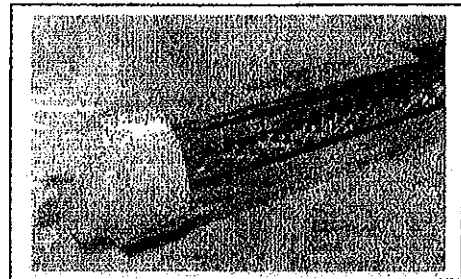
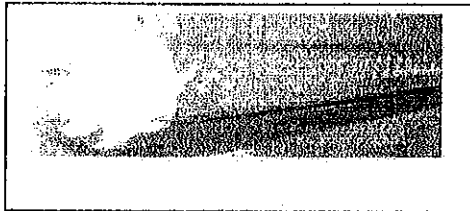
CCDEW Lighting Inc

PART NUMBER: CCD-T8-12A1F - _ - _

General Description

LED spot lights adopt high brightness LED, and high heat conductivity aluminum section. Characteristics: many different sizes; easy to install; wide beam angle; vast irradiation area; changeable color controlled by IC. Applications: supermarket, hotel, bar, meeting room, exhibition hall, showcase, disco, dance hall, home decoration.

- Features
- Bulbtype:T8
- Input Power: 18W
- Total length: 1198 +/- 2mm
- Reflector efficiency:85 %
- Cool white \ Warm white \ Blue \ green \ Red \ Yellow \
- Net weight: 115g
- No UV or IR RADIATION
- Safety assurance :ULE337911 E335951
- LED life span:30000Hrs



Important Safety Instructions

WARNING

"THIS PRODUCT MUST BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE INSTALLATION CODES REGULATING THE LOCAL CITY, BY A PERSON FAMILIAR WITH THE CONSTRUCTION AND OPERATION OF THE PRODUCT AND THE HAZARDS INVOLVED."

Risk of fire or electric shock.

- The electrical rating of these products are 90-290 Vac, the installer must determine whether they have 90-290V at the luminaries before installation.
- Reflector kit installation requires knowledge of fluorescent lighting luminaries electrical systems. If not qualified, do not attempt installation. Contact a qualified electrician.
 - Install this kit only in the luminaries that has the construction features and dimensions shown in the photographs and/or drawings.
 - To prevent wiring damage or abrasion, do not expose wiring to edges of sheet metal or other sharp objects.

Do not make or alter any open holes in an enclosure of wiring or electrical components during kit installation.

THE RETROFIT ASSEMBLY IS ACCEPTED AS A COMPONENT OF A FLUORESCENT RECESSED LUMINAIRE WHERE THE SUITABILITY OF THE COMBINATION SHALL BE DETERMINED BY CSA OR AUTHORITIES HAVING JURISDICTION.

For use only with UL and C-UL Listed Surface or type IC or Non-IC Recessed Mount Fluorescent Luminaries with or without Diffuser. **The end retrofit luminaries have been modified and can no longer operate the originally intended lamp.**

Suitable for dry and damp locations

FIXTURE RETROFIT AND INSTALLATION INSTRUCTIONS:

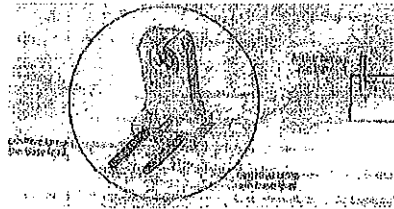
The product should contain: LED Tube (1pc), Label (1pc), Installation instruction (1pc),

DANGER - RISK OF SHOCK-DISCONNECT POWER BEFORE INSTALLATION.

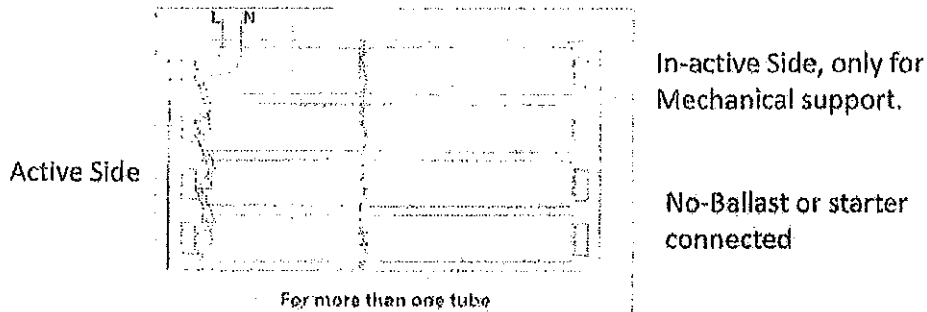
1. To replace fluorescent light tube with LED light tube, the wiring must be retrofit according to instruction.
2. To ensure a complete and safe installation of LED light tube, please strictly:
 - (i) Turn off the power to the light fixture at the breaker panel before Installation.
 - (ii) Open the diffuser from the light fixture.
 - (iii) Remove the fluorescent tubes. Please dispose of these items properly as they contain mercury.
 - (iv) Open the wiring cover to expose the fluorescent ballast.
 - (v) Make the new wire connect to branch circuit shown as the diagram below. LED lamp pins are at one end, and the other end is not connected to any electrical power and it serves as means of mechanical support only.

Before Starting:

- 1) Verify that voltage level currently in the fixture. Must be between 90 to 290Vac for lamp to operate properly.
- 2) ENSURE the Sockets of the fixture are UNSHUNTED.. If not sure, replace them with UNSHUNTED prior to connect the lamps.



- 3) YOUR Final RETROFIT will have ONE END of the Fixture POWERED and the OTHER END will only SERVE are MECHANICAL support for the lamps.



- (vi) Replace the cover over the wiring channel.

- (vii) **IMPORTANT:** Install the label provided that looks like the one below inside the fixture in an easily visible location to anyone changing lamps, possibly on the cover over the wiring channel.

↑ ↑ ↑
 LIVE END

This Fixture is **NOT** longer useable with fluorescent tubes

↑ ↑ ↑
 LIVE END

ONE label per fixture is mandatory to comply to UL requirements when using T8 tube model NPL-V3L12 with part numbers: CCD-T8-12A1F

- (viii) Install the LED tubes, close the diffuser.
- (ix) After all LED Tube retrofit is completed, restore the power at the circuit breaker

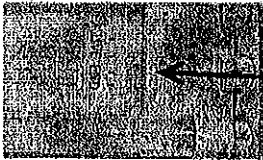
OTHER VISUAL AIDS



Remove Protective Cap from pins

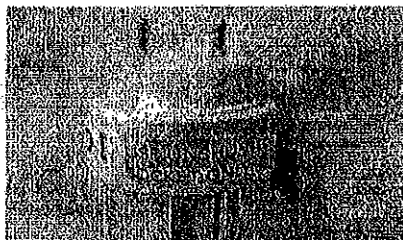
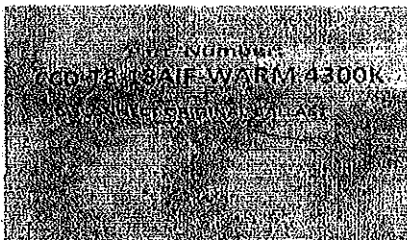


Remember verify for UN-SHUNTED socket Prior to retrofitting fixture

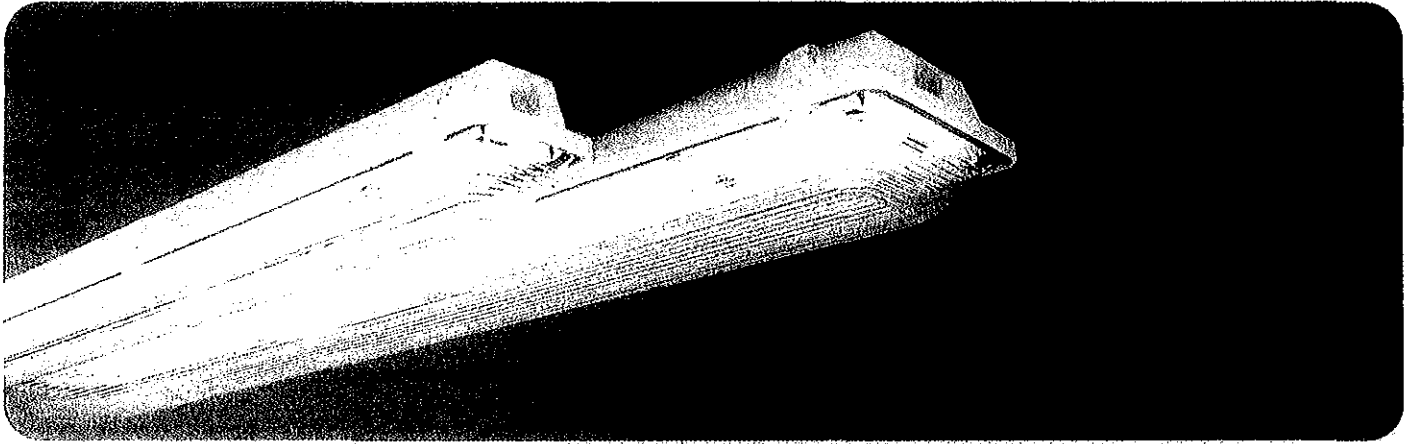


Remember to place the LABEL POINTING properly to the LIVE or ACTIVE SIDE

Notice to MATCH the LIVE End of the T8 tube with the LIVE end of the Fixture (luminarie)



Vapor Tight



DETAILS

Application	• Weatherproof lighting enclosure for hostile environments.
Construction	• Die-formed heavy-gauge cold rolled steel.
Features	<ul style="list-style-type: none"> • More versatility than any other weatherproof enclosure offered in North America. • Poured in place gasket seals the enclosure from most hostile environments and conditions. • Economical mounting system can provide dramatic savings in labor required for installations. • Designed around T8 and T5 lamps for long term energy savings. • Very tough diffusers resist breakage and reduce replacement and maintenance costs. • Polycarbonate or Stainless Steel latches. • Geartrays for the electrical components simplify assembly. • Uses "off the shelf" liquid tight hubs. • 5VA rated housing materials. • UL Listed (E215168)

Series	Number of Lamps	Lamp Type	Fixture Length	Diffuser Type	Voltage	Options
CVT	1	32 32W T8	4 4'	Blank Polycarbonate	(D) Multivolt	3 One 3 Lamp Ballast
	2	54 54W T5	8 8'		(1) 120	4 One 4 Lamp Ballast
	3				(2) 277	IS T8 Electronic Ballast, Instant start
	4				(3) 347	RS T8 Electronic Ballast, Rapid start
	5				(4) 480	EB Electronic Ballast
	6					MB OMounting Bracket to Chain Hang, DMW/DMW (2 per package, excludes chain)

Options:

- WH Wire hook and 36" chain set
- WLF Field-Installable Wet Location Fittings to stem-hang DMW on 1/2" rigid conduit
- EM Emergency ballast
- FB Fast Blow Fuse
- SB Slow Blow Fuse

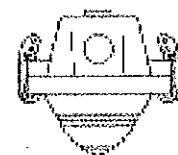
Horizon
Linear Lighting

TECHLIGHT

Techlight Horizon
2707 Satsuma Dr.
Dallas, TX 75229
214-350-0591 Office
214-350-9137 Fax
www.horizonlightingllc.com
www.techlightusa.com



6.77 in



4.12 in





LUMINAIRE TESTING LABORATORY, INC.

SUSTAINING MEMBER of the IESNA

905 Harrison Street · Allentown, PA 18103 · 610-770-1044 · Fax 610-770-8912 · www.LuminaireTesting.com

PREPARED FOR: HORIZON LIGHTING

DATE 03/18/09

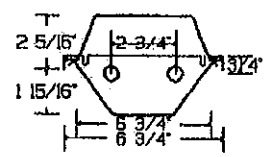
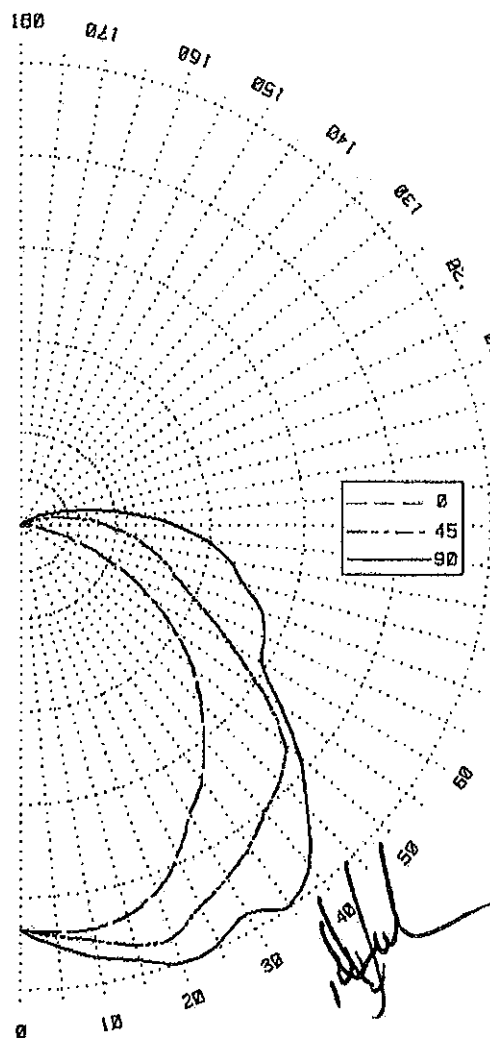
CATALOG NUMBER: HLCVT-4-2-54

DESCRIPTION: 2/54W T5HO LAMP 52x7x4" SUSPEND ENCLOSED/GASKETED LUMINAIRE
 WHITE REFLECTOR w/CLEAR LINEAL RIBBED ACRYLIC DROP LENS
 UNIVERSAL BALLAST #B254PUNV-D WATTS=93 REFL=88%

LAMP TYPE : FP54T5HO/835 RATED LUMENS 5000. NBR. LAMPS:- 2

CANDLEPOWER DISTRIBUTION

VERT ANG	HORIZONTAL ANGLE					ZONAL LUMENS
	0	22.5	45	67.5	90	
0	1362.	1362.	1362.	1362.	1362.	
5	1371.	1375.	1386.	1406.	1421.	132.8
10	1377.	1392.	1416.	1456.	1475.	
15	1358.	1382.	1462.	1509.	1513.	410.2
20	1315.	1363.	1476.	1528.	1566.	
25	1233.	1317.	1414.	1522.	1555.	653.4
30	1126.	1236.	1373.	1454.	1504.	
35	1051.	1165.	1324.	1493.	1560.	830.4
40	946.	1060.	1262.	1456.	1495.	
45	845.	978.	1217.	1333.	1350.	895.5
50	748.	903.	1150.	1199.	1212.	
55	630.	803.	979.	1027.	1051.	818.5
60	505.	694.	809.	875.	924.	
65	388.	561.	671.	818.	893.	667.7
70	271.	410.	565.	770.	852.	
75	168.	286.	497.	695.	764.	514.1
80	87.	203.	429.	624.	704.	
85	39.	155.	360.	549.	624.	380.6
90	17.	104.	285.	450.	513.	
95	8.	60.	225.	357.	406.	231.6
100	0.	39.	152.	251.	292.	
105	0.	25.	112.	178.	202.	110.0
110	0.	7.	69.	125.	144.	
115	0.	0.	44.	81.	95.	42.8
120	0.	0.	25.	62.	72.	
125	0.	0.	10.	39.	51.	16.7
130	0.	0.	0.	20.	29.	
135	0.	0.	0.	18.	20.	5.4
140	0.	0.	0.	16.	16.	
145	0.	0.	0.	0.	0.	0
150	0.	0.	0.	0.	0.	0
155	0.	0.	0.	0.	0.	0
160	0.	0.	0.	0.	0.	0
165	0.	0.	0.	0.	0.	0
170	0.	0.	0.	0.	0.	0
175	0.	0.	0.	0.	0.	0
180	0.	0.	0.	0.	0.	0



LUMEN SUMMARY

ZONE	LUMENS	%LAMP	%FIXT	ZONE	LUMENS	%LAMP	%FIXT
0- 30	1196.	12.0	21.0	90-120	384.	3.8	6.7
0- 40	2027.	20.3	35.5	90-130	401.	4.0	7.0
0- 60	3741.	37.4	65.5	90-150	407.	4.1	7.1
0- 90	5303.	53.0	92.9	90-180	407.	4.1	7.1

TOTAL LUMINAIRE = 0-180 5710. 57.1 100.0

IES SPACING CRITERIA: END= 1.2 DIAGONAL = 1.5 CROSS= 1.7

BALLABS CERTIFIED TEST REPORT NO.: 14515.0 DATE 03/18/09

DESCRIPTION: 2/54W TSHO LAMP 52x7x4" SUSPEND ENCLOSED/GASKETED LUMINAIRE
 WHITE REFLECTOR w/CLEAR LINEAL RIBBED ACRYLIC DROP LENS
 UNIVERSAL BALLAST #B254PUNV-D WATTS=93 REFL=88%

LAMP TYPE : FP54T5HO/835 RATED LUMENS 5000. NBR. LAMPS:- 2

LUMINANCES-CD/SQ-M
 HORIZONTAL ANGLE

VERT ANGLE	0	45	90
45	6036.	6572.	7290.
55	5548.	5901.	6335.
65	4638.	4739.	6306.
75	3279.	4399.	6762.
85	2260.	4448.	7710.

MAXIMUM BRIGHTNESSES NOT MEASURED

ZONAL CAVITY COEFFICIENTS OF UTILIZATION

EFFECTIVE FLOOR CAVITY REFLECTANCE=.20

CEILING	.80			.70			.50			.30			.10			.00		
WALL	.70	.50	.30	.10	.70	.50	.30	.10	.50	.30	.10	.50	.30	.10	.50	.30	.10	.00
RCR																		
0	.67	.67	.67	.67	.65	.65	.65	.65	.61	.61	.61	.58	.58	.58	.55	.55	.55	.53
1	.60	.57	.54	.52	.58	.55	.53	.51	.52	.50	.48	.49	.48	.46	.47	.45	.44	.42
2	.55	.49	.45	.42	.53	.48	.44	.41	.45	.42	.39	.43	.40	.38	.41	.38	.36	.35
3	.50	.43	.39	.35	.48	.42	.38	.34	.40	.36	.33	.38	.35	.32	.36	.33	.31	.29
4	.45	.38	.33	.29	.44	.37	.33	.29	.35	.31	.28	.34	.30	.27	.32	.29	.26	.25
5	.41	.34	.28	.24	.40	.33	.28	.24	.31	.27	.24	.30	.26	.23	.28	.25	.22	.21
6	.38	.30	.25	.21	.37	.29	.24	.21	.28	.23	.20	.26	.23	.20	.25	.22	.19	.18
7	.35	.27	.22	.18	.34	.26	.21	.18	.25	.21	.18	.24	.20	.17	.23	.19	.17	.15
8	.32	.24	.19	.16	.31	.24	.19	.15	.22	.18	.15	.21	.18	.15	.20	.17	.14	.13
9	.30	.22	.17	.13	.28	.21	.16	.13	.20	.16	.13	.19	.15	.13	.18	.15	.12	.11
10	.27	.20	.15	.12	.26	.19	.15	.12	.18	.14	.11	.17	.14	.11	.17	.13	.11	.10

TESTED IN ACCORDANCE WITH CURRENT IES PROCEDURES



September 28, 2010

Via Electronic Mail

Sam Villareal
FSG Lighting

RE: Warranty on Vapor Tight Fixture/LED

Dear Sam:

Regarding the use of LED T8 Lamp in our fixture, this will not void the UL Listing E215168. Techlight will honor the standard one-year warranty.

Should you have any questions, please do not hesitate to contact me at (214) 957-5304.

Respectfully,

Doug Kile
Regional Sale Manager

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: **2011 Sanitary Sewer Evaluation Study (SSES)
Ruffled Feathers Service Area**

date: August 16, 2011

BACKGROUND

Two (2) Proposals were received on August 11, 2011 for the 2011 Sanitary Sewer Evaluation Study (SSES) project. The low Proposal was submitted by Sewer System Evaluations, Inc., 2500 West Arthington Street Chicago, IL 60612, in the amount of \$20,506.64.

The project consists of an analysis with sewer flow monitoring and smoke testing of the Ruffled Feathers Sewer Service Area sanitary sewer system. The purpose of the flow monitoring and smoke testing is to determine if there are non-sump pump sources of inflow and infiltration. If few, or no sources, are found, this will allow us to isolate the areas of potential illegal sump pump connections for use in obtaining compliance with Village Ordinances.

PROS/CONS/ALTERNATIVES

Award of this Proposal will have this work completed in a timely and expeditious manner. Sewer System Evaluations, Inc. is a reputable contractor, who is capable of the satisfactory completion of this work.

RECOMMENDATION

Award of the 2011 Sanitary Sewer Evaluation Study (SSES) project to Sewer System Evaluations, Inc., based on their Proposal amount of \$20,506.64.

ATTACHMENTS

- Letter of Award Recommendation;
- Resolution Authorizing Award of Contract to Sewer System Evaluations, Inc.; and
- Proposal Tabulation/breakdown listing the two (2) proposals that were received, including the amount of bid.

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution awarding the contract to Sewer System Evaluations, Inc. as noted above.

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
2011 SANITARY SEWER EVALUATION STUDY (SSES)**

WHEREAS, the Village of Lemont requires that the 2011 Sanitary Sewer Evaluation Study (SSES) project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of Sewer System Evaluations, Inc. for such work; and

WHEREAS, Sewer System Evaluations, Inc. submitted a low Proposal for such work in the amount of \$20,506.64.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with Sewer System Evaluations, Inc. is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 22nd day of August , 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 22nd day of August, 2011.

A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Daniel P. Blondin, Village Attorney

Date: _____

Village of Lemont
2011 Sanitary Sewer Evaluation Study (SSES)

Proposal Comparison

	<u>Sewer System Evaluations, Inc.</u>	<u>M.E. Simpson, Inc.</u>
1. Set Up & Installation Costs	\$ 1,000.00	\$ 3,200.00
2. Flow Monitors (5)	12,500.00	7,500.00
3. Rain Gauge (1)	500.00	1,500.00
4. Smoke Testing (27,111-feet)	6,506.64	9,600.00
5. Data Compilation	<u>(Included in above)</u>	<u>1,600.00</u>
TOTAL.....	\$20,506.64	\$23,400.00

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: 2011 Sanitary Sewer Cleaning & Televising

date: August 16, 2011

BACKGROUND

Six (6) bids were received on August 11, 2011 for the 2011 Sanitary Sewer Cleaning & Televising. The low bid was submitted by United Septic, Inc., 1327 West Beecher Road, Bristol, IL 60512, in the amount of \$32,581.80, which was \$34,202.00 (51.21%) under the Engineer's Estimate of \$66,783.80.

The project consists of the cleaning and televising of 23,000 lineal feet of sanitary sewer in the areas bounded by 127th Street, Schultz street, State Street and Glenys Street.

PROS/CONS/ALTERNATIVES

Award of this bid will have this work completed in a timely and expeditious manner. United Septic, Inc. is a reputable contractor, who is capable of the satisfactory completion of this work.

RECOMMENDATION

Award of the 2011 Sanitary Sewer Cleaning & Televising project to United Septic, Inc., based on their bid amount of \$32,581.80.

ATTACHMENTS

- Letter of Award Recommendation;
- Resolution Authorizing Award of Contract to United Septic, Inc.; and
- Bid Tabulation listing the six (6) bids that were received, including company name, address and amount of bid.

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution awarding the contract to United Septic, Inc. as noted above.

File No. 11240

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
2011 SANITARY SEWER CLEANING & TELEVISIONING**

WHEREAS, the Village of Lemont requires that the 2011 Sanitary Sewer Cleaning & Televising project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of United Septic, Inc. for such work; and

WHEREAS, United Septic, Inc. submitted a low bid for such work in the amount of \$32,581.80.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with Am-Coat, Inc. is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 22nd day of August, 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 22nd day of August, 2011.

A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Daniel P. Blondin, Village Attorney

Date: _____



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/
Municipal Consultants

August 12, 2011

Mr. Ben Wehmeier
Administrator
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **2011 Sanitary Sewer Cleaning & Televising**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the August 11, 2011 bid opening for the above-captioned project. Six (6) bids were received and tabulated, with an error being found that did not affect the bid order. A summary is as follows:

United Septic, Inc	\$	32,581.80
Hydro-Vision Technology		38,594.32
National Power Rodding		38,890.69
Pirtano Construction.....		40,382.30
American Hydro Services.....		46,250.58
Sheridan Plumbing & Sewer		65,913.60
Engineer's Estimate	\$	66,783.80

This project consists of the cleaning and televising of sanitary sewers in the area bounded by 127th Street on the south, Schultz Street on the north, State Street on the west, and Glenys Street on the east, a total of 23,000 lineal feet of sanitary sewer. The low bid submitted by United Septic, Inc., in the amount of \$32,581.80, is substantially below the Engineer's Estimate of \$66,783.80. United Septic, Inc. is qualified to perform this type of work. We, therefore, recommend that the Contract be awarded to **United Septic, Inc., 1327 West Beecher Road, Bristol, IL 60512**, in the amount of **\$32,581.80**.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

FRANK NOVOTNY & ASSOCIATES, INC.

James L. Cainkar, P.E., P.L.S.

JLC/dn

Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Mr. Gerry Turrise, Water Supt., w/Enc.
Ms. Rose Yates, Exec. Adm. Asst., w/Enc.
File No. 11240

OWNER: Village of Lemont
 PROJECT DESCRIPTION: 2011 Sanitary Sewer Cleaning & Televising

PROJECT NO: 11240

BID OPENING: August 11, 2011 @ 10:00 am

Item No	Description	Unit	Quantity	Engineers Estimate		United Septic, Inc. 1327 W. Beecher Road Bristol, IL 60512 5% Bid Bond		Hydro-Vision Technology 1593 Aster Drive Romeoville, IL 60446 5% Bid Bond		National Power Rodding 2500 W Arthington St Chicago, IL 60612 5% Bid Bond		Pirano Construction Co. 1766 Armitage Court Addison, IL 60101 5% Bid Bond		American Hydro Services 3845 S 27th Street Franksville, WI 53126 5% Bid Bond		Sheridan Plumbing & Sewer 100 Tower Drive, Suite 115 Burr Ridge, IL 60527 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sewer Cleaning, Light, 8" or 10"	FOOT	15000	1.40	21,000.00	0.60	9,000.00	1.00	15,000.00	0.01	150.00	0.85	12,750.00	0.89	13,350.00	1.15	17,250.00
2	Sewer Cleaning, Heavy, 8" or 10"	FOOT	8101	2.80	22,682.80	1.20	9,721.20	2.00	16,202.00	0.02	162.02	1.70	13,771.00	1.78	14,419.78	2.30	18,632.30
3	Sanitary Sewer Televising	FOOT	23101	1.00	23,101.00	0.80	13,860.80	0.32	7,392.32	1.67	38,578.67	0.60	13,860.60	0.80	18,480.80	1.30	30,031.30
Bidder's Note: The bid unit price for "Sewer Cleaning, Heavy" must be 2 times the bid unit price for "Sewer Cleaning, Light", of the size diameter noted.																	
Totals:				66,783.80		32,681.80		38,594.32		38,890.69		40,381.30		46,250.58		65,913.60	
Bid Error Corrections:																	
2	Sewer Cleaning, Heavy, 8" or 10"											13,771.70					
Total												40,382.30					
Corrected Totals ---						32,381.80		38,594.32		38,890.69		40,382.30		46,250.58		65,913.60	
Over / Under ----						-34,202.00		-28,189.48		-27,893.11		-26,401.50		-20,533.22		-370.20	
Percent ----						-51.21%		-42.21%		-41.77%		-39.53%		-30.75%		-1.30%	