



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

VILLAGE BOARD MEETING

OCTOBER 24, 2011 - 7:00 P.M.

AGENDA

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

phone (630) 257-1590
fax (630) 243-0958

Building Department

phone (630) 257-1580
fax (630) 257-1598

Planning & Economic Development

phone (630) 257-1595
fax (630) 243-0958

Engineering Department

phone (630) 243-2705
fax (630) 257-1598

Finance Department

phone (630) 257-1550
fax (630) 257-1598

Police Department

14600 127th Street
phone (630) 257-2229
fax (630) 257-5087

Public Works

16680 New Avenue
phone (630) 257-2532
fax (630) 257-3068

www.lemont.il.us

- I. PLEDGE OF ALLEGIANCE
FLAG CEREMONY BY CUB SCOUT DEN #6
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
 - A. APPROVAL OF MINUTES
 - B. APPROVAL OF DISBURSEMENTS
- IV. MAYOR'S REPORT
 - A. PROCLAMATION FOR NOVEMBER AS PANCREATIC CANCER AWARENESS MONTH (VV)
 - B. POLICE AWARD PRESENTATION (VV)
 - C. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - B. ORDINANCES
 1. ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (RC) (PLANNING & ED)(STAPLETON)(BROWN/JONES)
 2. ORDINANCE AMENDING THE SIDEWALK CAFÉ LICENSE (RC) (PLANNING & ED)(STAPLETON)(BROWN/JONES)
 3. ORDINANCE APPROVING A FAÇADE GRANT (RC) (PLANNING & ED)(STAPLETON)(BROWN/JONES)

C. RESOLUTIONS

- 1. RESOLUTION APPROVING SUBRECIPIENT CDBG GRANT (RC)
(ADMIN/PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFFER/PUKULA)**
- 2. RESOLUTION APPROVING PURCHASING POLICY (RC)
(ADMINISTRATION)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)**
- 3. RESOLUTION APPROVING PURCHASE CARD POLICY (RC)
(ADMINISTRATION)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)**
- 4. RESOLUTION OF SUPPORT FOR ROUTE 66 TRAIL (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
- 5. RESOLUTION APPROVING COMPLETE STREETS POLICY (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
- 6. RESOLUTION APPROVING RTA SALES TAX LAWSUIT (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**

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 September 26, 2011

The regular meeting of the Lemont Village Board was held on Monday, September 26, 2011 at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

B. Approval of Disbursements

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

IV. MAYOR'S REPORT

A. Motion by Chialdikas and seconded by Blatzer to approve a Proclamation for the 125th Anniversary of the Lemont Fire Protection District. Voice Vote: 5 ayes. Miklos absent. Motion passed.

B. AUDIENCE PARTICIPATION - AGENDA ITEMS

V. CLERK'S REPORT

A. Correspondence

1. A public hearing to determine the accuracy of the Rider 26 reconciliation Statement from Northern Illinois Gas Company will be held at the Leland Building in Springfield on September 28th at 10:00 a.m.
2. A second public hearing for reconciliation of revenues collected by Comm Ed will be held on the same date at the same address at 10:30 a.m.

B. Ordinances

1. **Ordinance O-61-11 Amending Chapter 15 of the Lemont Municipal Code - Building Code Amendments Regarding Membrane Structures.** Motion by Blatzer, seconded by Virgilio to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.
2. **Ordinances Setting the Purchase Price for Real Estate Parcel (OH 60001), (OH 60005) and (OH 60003) were removed from agenda.**

C. Resolutions

1. **Resolution R-67-11 Approving a Contract for Downtown T.I.F. District Parking Rehabilitation Project.** Motion by Blatzer, seconded by Virgilio to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.
2. **Resolution R-68-11 Resolution Approving Fund Balance Policy.** Motion by Stapleton, seconded by Blatzer to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.
3. **Resolution R-69-11 Resolution Approving Debt Policy.** Motion by Chialdikas, seconded by Blatzer to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.
4. **Resolution R-70-11 Resolution Approving Mayfair Estates Street Resurfacing – Mayfair Drive and Stoneybrook Drive.** Motion by Blatzer, seconded by Virgilio to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.
5. **Resolution R-71-11 for Improvement by Municipality (Biannual Inspection of Bridges) Stephen St. @ I&M Canal / Old Stephen St @ DesPlaines River / Ed Bossert Dr. @ I&M Canal / Derby Road @ Pine Needle Drive.** Motion by Stapleton, seconded by Blatzer to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.
6. **Resolution R-72-11 Authorizing Execution of an Intergovernmental Agreement with Cook County Department of Public Health for Food Service Inspection Services.** Motion by Chialdikas, seconded by Blatzer to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed.

VI. VILLAGE ATTORNEY REPORT

Resolution R-73-11 Authorizing Lemont to participate as an additional plaintiff in the Regional Transportation Authority vs. the city of Kankakee, Illinois, et al. Motion to adopt by Sniegowski, seconded by Blatzer. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski: ayes. Miklos absent. Motion passed. This will be ratified at the October 24, 2011, meeting.

VII. VILLAGE ADMINISTRATOR REPORT

There will be a community workshop given by the Lemont Active Transportation Plan at 8:00 a.m. tomorrow at the Village Hall. The meeting will be focused on the downtown area pedestrian transportation issues. Mark Fenton, PBS “America’s Walking” host, will be featured.

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:30 p.m. Voice vote: 5 ayes. Miklos absent. Motion passed.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 ARNIE'S AUTO BODY SUPPLY INC	373061	10-15-60900	SUPPLIES	142.55	142.55
01 ACCURINT	20110930	10-20-60110	SEARCHES	77.00	77.00
01 AVAYA FINANCIAL SERVICES	20178831	10-20-70100	P/D PHONE SYSTEM	834.97	834.97
01 AIRGAS NORTH CENTRAL	105749689	10-17-61100	WELDING SUPPLIES	364.20	21.47
	105749690	10-17-61100	WELDING SUPPLIES		342.73
01 AFTERMATH INC	JC10-148	10-20-57000	CLEANUP	285.00	95.00
	JC10-164	10-20-57000	CLEANUP		95.00
	JC2011-0002	10-20-57000	CLEANUP		95.00
01 ARTHUR PETERSON INC	11-09-30	10-15-60900	SUPPLIES	119.04	119.04
01 AT&T	11/09-1598	10-90-53900	PHONES	350.42	132.12
	11/09-2290	22-05-54400	WELL #3		98.27
	11/09-2474	10-90-53900	PHONES		120.03
01 AVALON PETROLEUM COMPANY	452416	10-17-61500	FUEL	6220.20	3187.20
	452417	10-17-61500	FUEL		3033.00
01 ARCHER VETERINARY CLINIC	87812	10-20-60600	EXAM/BOOSTER	104.30	104.30
01 ANIMAL WELFARE LEAGUE	5547	10-20-52700	DOG 3 DAYS	65.25	65.25
01 AIR 1 WIRELESS	AIR10IN3552	10-90-53900	PHONES	83.26	83.26
01 BETTS, DONALD	11-09-23	75-00-20005	REFUND	48.00	48.00
01 BRUCE SUSAN M	11-10-06	10-53-68010	SUPPLIES	126.92	126.92
01 BATTERY SERVICE CORPORATION	215014	22-10-60650	BATTERIES	243.90	243.90
01 CALEA	INV05393	10-20-53550	ON SITE FEE	2900.00	2900.00
01 CALL ONE	11/10-7801	10-90-53900	PHONES	777.26	777.26
01 CAR REFLECTIONS	012536	10-20-57000	STRIPING	695.00	695.00
01 COMCAST CABLE	11-10-04	10-90-53900	INTERNET	233.12	138.57
	11-10=04	10-35-57515	CABLE		94.55
01 COOK COUNTY HIGHWAY DEPT	2011-3	10-15-57400	TRAFFIC SIGNAL MA	633.00	633.00
01 CONCRETE CLINIC				39.95	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	DESCRIPTION	AMOUNT	DIST
	198942	10-15-60900		CAUTION TAPE		23.97
	199164	10-15-60900		CAUTION TAPE		15.98
01 CCP INDUSTRIES INC					280.38	
	IN00770857	10-15-60900		SUPPLIES		280.38
01 CINTAS DOCUMENT MANAGEMENT					58.47	
	DD2512223481	10-10-60100		SHREDDING		58.47
01 COMED					1574.93	
	11/09-0007	10-15-53000		STREET LIGHTING		143.83
	11/09-8014	10-15-53000		STREET LIGHTING		3.34
	11/10-0229	10-15-53000		STREET LIGHTING		4.51
	11/10-2009	75-00-54150		METRA LOT		393.04
	11/10-2063	10-15-53000		KA STEEL BIKE PAT		26.08
	11/10-3015	10-15-53000		STREET LIGHTING		84.72
	11/10-3016	10-15-53000		STREET LIGHTING		32.35
	11/10-4009	10-15-53000		STREET LIGHTING		51.36
	11/10-7033	10-15-53000		STREET LIGHTING		118.74
	11/10-9011	10-15-53000		STREET LIGHTING		394.94
	11/10-9017	10-15-53000		SAFETY VILLAGE		322.02
01 CHASE					3750.79	
	11-10-23	10-20-53550		CALEA CONF		1100.73
	11-10-23	10-05-52100		MEETING		145.90
	11-10-23	80-00-70100		COMPUTER PARTS		70.34
	11-10-23	10-10-52100		MEETINGS		150.00
	11-10-23	10-60-52100		LEMA CONF		235.20
	11-10-23	10-30-56450		SURVEY SOFTWARE		300.00
	11-10-23	10-30-52100		MEETING		22.06
	11-10-23	10-90-60601		EMMA		48.00
	11-10-23	10-20-60701		DARE SUPPLIES		189.26
	11-10-23	10-20-52100		CPS CERT		50.00
	11-10-23	10-90-61600		KEEPATAW DAYS		162.75
	11-10-23	10-20-61400		UNIFORM SHIRT		19.99
	11-10-23	10-05-52100		BOARD MEETING		454.82
	11-10-23	10-10-52100		IML MEETING		666.92
	11-10-23	10-20-60100		OFFICE SUPPLIES		134.82
01 CHICAGO INTERNATIONAL TRUCKS					594.18	
	13009743	10-17-61100		PARTS		226.67
	13009769	10-17-61100		PARTS		227.76
	13009865	10-17-61100		PARTS		139.75
01 CARIBBEAN POOLS INC					1000.00	
	110353	10-00-28200		12 AUBURN CT		1000.00
01 DUSTCATCHERS					225.61	
	22865	10-35-57500		FLOOR MATS		74.73
	24562	10-35-57515		FLOOR MATS		76.15
	24563	10-35-57500		FLOOR MATS		74.73
01 EAST JORDAN IRON WORKS					648.52	
	3421567	22-05-60850		SUPPLIES		298.00
	342578	22-10-60650		SUPPLIES		350.52

DATE: 10/24/11

Monday October 24,2011

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
01 ENVIRO-TEST INC.				344.00	
	11-128601	22-05-56700		SAMPLES	344.00
01 EXELON ENERGY INC				4387.97	
	100368200240	22-05-54400		WELL #3	2763.27
	100397100250	22-10-54150		TARGET/KOHL'S	92.42
	100523800240	22-10-54150		KEEPTAW TRAIL	176.32
	100539200240	22-10-54150		GLENNS CONNEMARA	178.75
	100589700240	22-10-54150		EAGLE RIDGE	88.69
	100673200240	72-00-57450		PARKING GARAGE	1055.73
	200941100060	22-10-54150		PASTURE DRIVE	32.79
01 FASTENAL COMPANY				74.40	
	ILROM27672	10-17-61300		HARDWARE	74.40
01 FLEETPRIDE				243.22	
	44297004	10-17-61100		PARTS	243.22
01 FLEET SERVICES				602.91	
	27318520	10-17-61500		FUEL	602.91
01 FRANK NOVOTNY & ASSOCIATES INC				62356.06	
	02115-39	22-15-54110		NPDES	1136.12
	06028.GE-25	10-15-56300		GENERAL ENGR	429.00
	06028.GE-26	10-15-56300		GEN ENGINEERING	965.25
	08264-07	10-25-56600		HINDU TEMPLE	71.50
	09205-05	25-00-570100		KIM WATERMAIN	4092.63
	09256-03	10-15-56300		LEMONT PARK DIST	214.50
	09276-04	30-11-517200		PARKING GARAGE	214.50
	09345-06	22-05-56300		AGGREKO SEWER	63.95
	10041-05	17-11-581100		ILLINOIS ST	884.25
	10175-02	40-00-56300		MFT PROGRAM	214.50
	10332-05	25-00-569100		HOUSTON WATER MAI	3252.25
	10344-04	30-11-70700		I&M CANAL	395.00
	10360-05	25-00-567100		STATE/HOUSTON	3118.90
	10361-05F	25-00-568100		TANK PAINTING	71.50
	10428-03	25-00-571100		NEW AVE	13521.00
	10444-03	25-00-573100		STATE/WARNER	417.55
	10452-03	25-00-575100		CDBG 10-025	8540.57
	11022-02	25-00-575100		CDBG APPLICATION	71.50
	11025-03	10-15-56300		HIGH RD LAPP	143.00
	11043-03	25-00-517100		LOGAN DAM REMOVAL	292.48
	11044-02	25-00-574100		FREEHAUF SPILL	701.48
	11059-03	40-00-56300		MFT RESURFACING	2142.08
	11112-03	10-15-56300		ST MATTHEWS CHURC	195.50
	11120-03	22-05-56300		COM ED EASEMENT	5335.00
	11182-02	10-53-60110		QUARRIES	2020.00
	11194-01	10-25-56600		EUREKA DRAINAGE	357.50
	11206-01	17-11-571100		CANAL LOT	4684.93
	11206-01	17-11-572100		STEPHEN LOT	4684.93
	11215-01	10-25-56600		LEMON TREE LOT	71.50

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT	DIST
			DESCRIPTION		
	11237-01	10-15-56300	COMPOSIT DRAINAGE	214.50	
	11239-01	10-15-56300	ENGR SEWER	1238.69	
	11240-01	22-10-56300	SEWER	984.50	
	11247-01	10-15-56300	RETAINING WALL	671.50	
	11273-01	10-15-56300	JAYCEE PARK	143.00	
	11293-1	10-00-28500	MAYFAIR RESURFACE	586.50	
	11297-01	10-15-56300	REPAIRS BY IDOT	143.00	
	11301-01	10-15-56300	VFW PARKING LOT	71.50	
01 FLEET SAFETY SUPPLY	53745	10-17-61100	PARTS	102.27	102.27
01 GARCIA, PAULETTE	11-10-13	10-20-52100	TRAINING	104.28	104.28
01 GEM BUSINESS FORMS	58470	10-20-52500	CITATIONS	3507.40	3507.40
01 GLOBALCOM INC	258373	10-90-53900	PHONES	1772.46	1772.46
01 GUARANTEED TECH SERV & CONSULT	2009535	80-00-70100	IT SUPPORT	640.00	640.00
01 GLOBAL K9 WORKING DOGS	1002	10-20-60600	CERTIFICATION	150.00	150.00
01 HOMERDING, RODNEY	11-10-17	10-53-60110	WEED CONTROL	372.50	372.50
01 IBRAHIM MOHAMED	11-10-11	10-00-28210	R-54 SAWGRASS	500.00	500.00
01 ILLINOIS FIRE & POLICE	11-10-01	10-50-52200	MEMBERSHIP	815.00	375.00
	11-10-24	10-50-52100	CONFERENCE		440.00
01 ILLINOIS TOLLWAY	G11385734	10-15-57000	TOLL	9.60	9.60
01 INKWELL LTD	55717	10-20-60100	SUPPLIES	399.81	251.97
	55796	10-15-60100	SUPPLIES		59.20
	55846	10-20-60100	SUPPLIES		88.64
01 ILLINOIS STATE POLICE	381109083	10-20-60110	S/OFFENDER	30.00	30.00
01 JANOWIAK, DAN	11-09-23	75-00-20005	REFUND	48.50	48.50
01 JOHNSON DEPP & QUISENBERRY INC	11-10-04	10-61-56600	OAN CONSULT	3343.61	3343.61
01 JOLIET SUSPENSION INC	91565	10-17-57000	REPAIR	583.33	583.33
01 K-FIVE CONSTRUCTION CORP	88058MB	40-00-60900	BLACKTOP	1045.32	114.45
	88122MB	40-00-60900	BLACKTOP		279.59
	88132MB	40-00-60900	BLACKTOP		651.28
01 KOUKOL, GREG	11-10-24	10-90-58100	13105 RED DR	681.28	681.28

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 LAZARZ, MAGDALENA	11-10-13	75-00-20005	REFUND	48.50	48.50
01 LEMONT EXPRESS CAR WASH	1314	10-20-57000	CAR WASH	60.00	60.00
01 LINA EMBROIDERY	11-10-24	10-20-61400	EMBROIDERY	7.00	7.00
01 LUBE MASTER/SOFTWAY CAR WASH	389588	10-20-57000	CAR DETAIL	60.00	60.00
01 LOCIS	32826	10-10-56200	EMAIL MODULE	575.00	288.00
	32826	22-05-56200	EMAIL MODULE		287.00
01 LUDWIG'S INC	11-09-01	10-20-60600	DOG FOOD	88.97	48.99
	11-09-29	10-15-60900	PROPANE		39.98
01 LANGE'S WOODLAND FLOWERS	27574	10-10-60100	FLOWERS	149.00	149.00
01 MCMASTER-CARR SUPPLY CO.	97303103	22-05-61300	TOOLS	29.95	29.95
01 MENARD'S	36014	10-15-60900	SUPPLIES	337.36	308.80
	36584	10-15-60900	MAINT SUPPLIES		28.56
01 MASTERS MILLWORK CO	110421	10-00-28200	R-110 TIMBERLINE	1000.00	1000.00
01 MORRIS ENGINEERING INC	11-02563	10-25-56305	GRADING REVIEWS	1185.00	1120.00
	11-02563	10-25-56310	GRADING INSPECTIO		65.00
01 NAKSELIS NERIJUS	070752	10-00-28200	R-54 SAWGRASS	1000.00	1000.00
01 NAPA AUTO PARTS	17973182	10-17-61100	PARTS	848.64	848.64
01 NORTH AMERICAN SALT CO	70732573	22-05-61050	SOFTENER SALT	2257.23	2257.23
01 NICOR GAS	11/09-20008	22-05-54400	WELL #3	72.53	24.37
	11/10-2000-8	22-10-54150	HARPERS GROVE		21.57
	11/10-20004	22-05-54400	WELL #4		26.59
01 NICHOLSON, MYRON	11-10-24	10-90-58100	13102 RED DRIVE	592.06	592.06
01 OTIS ELEVATOR CO	CYS37375001	10-35-57500	MAINT ELEVATOR	600.00	600.00
01 OFFICE OF ILLINOIS ATTORNEY GE	381109083	10-20-60110	S/OFFENDER	30.00	30.00
01 PARAFINK, MICHAEL	11-09-22	75-00-20005	REFUND	48.50	48.50
01 PATRICK B MURPHY CO INC	19900	22-10-57050	MAINT SERV	1160.00	1160.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 PDC LABORATORIES 695873S		22-05-56700	SAMPLES	40.50	40.50
01 PINNER ELECTRIC INCORP 21484		40-00-60900	MAINT CONTRACT	400.00	400.00
01 PERSPECTIVES 71659		10-90-56500	EAP PMT	1633.50	1633.50
01 PIZZO AND ASSOCIATES 11-10-06		10-00-29050	PASS THRU	485.19	485.19
01 PORTABLE JOHN INC A-174173		10-53-60110	HERQ-11	188.16	188.16
01 QUILL CORPORATION 7186816		10-10-60100	SUPPLIES	52.44	52.44
01 RAGS ELECTRIC 4827-04		10-15-57000	MAINT	1000.00	1000.00
01 RADAR MAN INC 1366		10-20-57000	CERTIFICATION	675.00	675.00
01 RAINBOW PRINTING 408436		10-10-60100	ENVELOPES	184.90	184.90
01 RITZ CAMERA & IMAGE 140090880		10-20-60100	SD CARDS	59.98	59.98
01 RCM DATA CORPORATION IN35536		22-05-60100	SUPPLIES	353.98	353.98
01 RHINO LININGS OF ORLAND PARK 12721		10-17-57000	MAINT SERV	500.00	500.00
01 SAFETY KLEEN 54985135		10-17-57000	SERVICE	177.59	177.59
01 SOUTHWEST CONFERENCE OF MAYORS 11-10-21		10-10-52100	MEETING	10.00	10.00
01 SCS INC 023* 024		72-00-57000 72-00-57000	ELEVATOR P/G ELEVATOR P/G	180.00	80.00 100.00
01 SURE-FIRE AUTO PARTS 11-09-29 11-09-30		10-17-61100 10-20-57000	PARTS SUPPLIES	734.61	405.44 329.17
01 SUBURBAN LIFE PUBLICATIONS 11-09-30		10-10-52450	COM/CORNER 9/2 9/	640.00	640.00
01 SMOLLEN, CHARLENE 11-10-15		10-05-52100	MCI SEMINAR	664.08	664.08
01 SOSIN ARNOLD & LEIBFORTH 72485		10-90-56420	ADJUDICATION	1000.00	1000.00
01 SPRINT 448842006-032		10-20-52600	PROJECT SHIELD	39.99	39.99
01 TOSHIBA FINANCIAL SERVICES 56281252		10-15-57000	COPIER LEASE	360.01	360.01

01 TOSHIBA FINANCIAL SERVICES
188252993

10-20-70100

COPIER

611.52

611.52

SYS DATE:10/19/11

VILLAGE OF LEMONT

SYS TIME:12:16

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

[NW1]

REGISTER # 383

DATE: 10/24/11

Monday October 24,2011

PAGE 7

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 T P I				4765.50	
	6053	10-25-56400	PLAN REVIEWS	2705.50	
	6053	10-25-56550	BLDG INSPECTIONS	1820.00	
	6053	10-25-56600	CONSULTING	240.00	
01 TROC, MARTIN				2734.75	
	11-10-05	17-11-567200	220 MAIN ST	2734.75	
01 TRAFFTECH INC				2990.00	
	844	10-15-57000	SOFTWARE UPGRADE	2990.00	
01 TREASURER, STATE OF ILLINOIS				10.00	
	381109083	10-20-60110	S/OFFENDER	10.00	
01 TEE TIME LAWN CARE INC				600.00	
	149489	10-35-57515	LAWN CARE	600.00	
01 UNIFIRST CORPORATION				40.68	
	0629338	10-17-57000	SHOP TOWELS	40.68	
01 UNIVERSITY OF ILLINOIS				400.00	
	37315250	10-05-52100	MCI SEMINAR	400.00	
01 VERIZON WIRELESS				405.15	
	2638376180	10-90-53900	PHONES	405.15	
01 VIRGILIO, JEANETTE				620.53	
	11-09-16	10-05-52100	IML CONFERENCE	620.53	
01 VULCAN MATERIALS CO				221.08	
	629461	40-00-60900	STONE	221.08	
01 WILL COUNTY GOVERNMENTAL LEAGU				75.00	
	2011-2228	10-10-52100	MEETING	75.00	
01 WASTE MANAGEMENT				24.00	
	4366456-2007-7	10-15-52900	SERVICE	24.00	
01 WENTWORTH TIRE SERVICE INC				783.00	
	404065	10-17-61100	TIRES	783.00	
01 ZEE MEDICAL INC				316.55	
	0100397321	10-15-57000	SUPPLIES	316.55	

** TOTAL CHECKS TO BE ISSUED 138717.57

SYS DATE:10/19/11

VILLAGE OF LEMONT
A / P W A R R A N T L I S T
REGISTER # 383

SYS TIME:12:16
[NW1]

DATE: 10/24/11

Monday October 24,2011

PAGE 8

FUND	AMOUNT
GENERAL FUND	68096.07
T.I.F.	12988.86
WATER & SEWER FUND	16387.69
WATER/SEWER CAPITAL IMPROVE FUND	34079.86
DOWNTOWN CANAL DIST. T.I.F.	609.50
MOTOR FUEL TAX	4022.98
PARKING GARAGE FUND	1235.73
PARKING LOT FUND	586.54
GENERAL CAPITAL IMPROVEMENTS	710.34
*** GRAND TOTAL ***	138717.57

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

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

WHEREAS, pancreatic cancer is one of the deadliest cancers and the fourth leading cause of cancer death in the United States. In 2011, over 44,000 people will be diagnosed in the United States, and over 37,000 will die from the disease; and

WHEREAS, once symptoms present themselves, it is usually too late for an optimistic prognosis and 74 percent of patients die within the first year, while 94 percent of patients die within the first five years. There is no cure and there has been no significant improvements in survival rates in the last 40 years; and

WHEREAS, the Village of Lemont acknowledges the Pancreatic Cancer Action Network (PanCAN) as the national leader and patient advocacy organization that serves the community of Lemont and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, PanCAN and its affiliates in Lemont support patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure, and

WHEREAS, the residents of Lemont are enhanced as a direct result of PanCAN's efforts to promote pancreatic cancer awareness during the month of November in order to educate communities across the county about pancreatic cancer and the need for research funding, early detection methods, and effective treatments and prevention programs.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, hereby designate the month of November 2011 as "Pancreatic Cancer Awareness Month," and call upon the people of Lemont to join their fellow citizens in the community and across the region to recognize and participate in this special observance.

Dated at Lemont this 24th day of October, 2011

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk



Village of Lemont Police Department

August 18, 2011

Kevin W. Shaughnessy
Chief of Police

Ms. Dawn Banks
Lemont Park District
16028 127th Street
Lemont, IL 60439

Daniel M. Tully
Patrol Commander

LETTER OF RECOGNITION

Ms. Banks:

I would like to take this opportunity to commend you on your outstanding contribution to the success the Kops - n - Kidz Day, 2011. Your efforts go above and beyond any expectations and reflect the personal dedication you have to the Lemont Park District and the Lemont Community.

It is a pleasure to work with you and we appreciate all you do for the Lemont Police Department. The cooperation and effort you provide to our agency has been well noted and is not taken for granted.

This year's Kops - n - Kidz Day was by far the best attended and most successful to date. Your contributions have played a large part in the success we enjoyed.

Thank you for a job well done. The Lemont Police Department salutes you for your efforts.

Lemont Police Department
14600 127 Street
Lemont, IL 60439

Telephone:

Business
630-257-2229

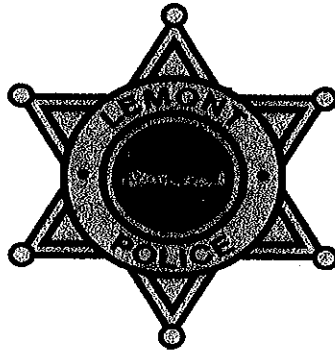
Fax
630-257-5087

Emergency
630-257-2226

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin W. Shaughnessy", written over a horizontal line.

Kevin W. Shaughnessy
Chief of Police



Certificate of Recognition

DAWN BANKS

The Lemont Police Department would like to recognize your exceptional work in the preparation of it's 5th Annual Kops -n- Kidz Day. You have worked on this event with great enthusiasm. Your initiative and commitment to helping the Lemont Police Department become a standard of excellence is truly appreciated.

The citizen's, Village Officials and myself congratulate you on a job well done!

In witness whereof, I have affixed my signature this
Twenty-First day of August, 2011

A handwritten signature in cursive script, appearing to read "Brian K. Reaves".

Brian K. Reaves
Mayor

A handwritten signature in cursive script, appearing to read "Kevin W. Shaughnessy".

Kevin W. Shaughnessy
Chief of Police



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Brian K. Reaves #117-11
Village Board of Trustees

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

THRU:

SUBJECT: **Case 11-12 - Unified Development Ordinance Amendments**

DATE: 19 October 2011

BACKGROUND

The Planning & Zoning Commission conducted a public hearing on proposed amendments to the Lemont Unified Development Ordinance at its September 21st meeting. There was no public comment. Staff forwarded a copy of the meeting minutes to the Committee of the Whole for its October 17th meeting. Some minor changes were discussed at the COW meeting, and Village Attorney Jeff Stein and I have incorporated those suggestions into the attached amendments.

BOARD ACTION

Vote on the attached Complete Streets policy resolution. Staff recommends approval.

Attachment:
Ordinance Amending the Lemont Unified Development Ordinance of 2008

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE LEMONT UNIFIED
DEVELOPMENT ORDINANCE OF 2008**

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

THIS 24th DAY OF OCTOBER, 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 24th
day of October, 2011.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE LEMONT UNIFIED
DEVELOPMENT ORDINANCE OF 2008**

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

WHEREAS, on September 21, 2011, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted a public hearing on proposed amendments to the zoning and land use regulations of the Unified Development Ordinance; and

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

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

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

Section 1. *Chapter 2 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

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

FAÇADE That exterior side of a building that faces and is most closely parallel to a public or private street; the exterior side of a building that is primarily oriented toward the public street by means of the main entrance, fenestration, and architectural features. The façade includes the entire building walls, wall faces, parapets dormers, fascia, windows, doors, and canopies of one complete elevation. In instances where there is no clear indication of street orientation, the side to which the building is addressed shall determine the façade. See also "ELEVATION."

LOT LINE, FRONT The boundary of a lot abutting a street. On a corner lot ~~either lot line abutting a street may be considered the front lot line unless the placement of accessory structures in the yards is such that the front yard is otherwise established.~~ the front lot line shall be that lot line that more closely parallels the façade of the primary structure on the lot.

OUTDOOR DINING AND DRINKING AREA An area used for the sale, service, or consumption of food and beverages that is located outdoors on private property of any type of eating or drinking establishment and which is either partially or wholly outside the walls of a building, with or without a solid roof cover.

ROW HOUSE ~~Three to five~~ Six or more dwelling units that are attached to each other by vertical party walls, and where the party walls extend from the uppermost ceiling or roof to the ground, or to the roof of a common garage if one is located below the units. The front and rear walls are typically perpendicular to the party walls, are totally exposed to the outside, provide direct access to the outside, and provide light and ventilation. See also "TOWN HOUSE"

SIDEWALK A paved surface adjacent or parallel to a street and set apart by curbs, barriers, markings, or in any other way delineated from the street, and intended for pedestrian use.

SIGN, ABANDONED A sign which for a period of at least 180 consecutive days no longer advertises or identifies a legal business establishment, product, service, idea or activity conducted on the premises on which the sign is located.

SIGN, CABINET A flat sign face, typically plastic, mounted in a cabinet, capable of accommodating an internal light source.

SIGN, DIMENSIONAL A sign consisting of 1) letters, symbols, graphics or borders routed into a sign board, 2) three dimensional letters, symbols, graphics, or borders mounted onto a sign board or 3) letters, symbols, graphics, or borders projecting from a sign board that has recessed by sandblasting or a similar process.

SIGN, PAN FACE A plastic sign face molded into a three-dimensional shape. Includes smooth, embossed, and debossed sign faces.

TREE, CANOPY Any self-supporting, leafy, woody plant of a species that normally attains a full height at maturity of 30 feet or more.

TREE, ORNAMENTAL Any self-supporting, leafy, woody plant of a species that normally attains a full height at maturity of less than 30 feet.

Section 2. *Chapter 6, Table 17-06-01, Permitted and Special Uses in the Zoning Districts, of the Unified Development Ordinance is hereby amended as follows:*

Add "Office with GFA less than/equal to 7,500 sq ft" and "Office with GFA over 7,500 sq ft" as permitted uses in the M-1 zoning district.

Delete "Outdoor dining, ground level" and "Outdoor dining, upper level."

Add "Outdoor dining as allowed under §17.06.170 of this ordinance" with special use approval in the B-1, B-3, B-4, and DD districts.

Section 3. Chapter 6, §17.06.030.D of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Location. ~~Accessory structures shall be a minimum of 10 feet from the principal structure, unless otherwise.~~ The location of accessory structures shall be governed by

1. ~~Stated in Table 17-06-02; or~~ and
2. ~~Stated in Paragraph E of this section; or~~ and

~~Provided for in~~ §17.07.02 of this ordinance, which covers standards for the R-4A district, and Chapter 17.09 of this ordinance, which covers standards for the DD district.

Section 4. Chapter 6, §17.06.030.H of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Lot Coverage. The combined square footage of all accessory structures, driveways, sidewalks, to include the surface area of swimming pools and all types of pavers or paving brick, or other areas with an impervious surface shall not exceed ~~30%~~ 36% of the area of a required front or rear yard except:

1. As provided for in §17.07.02 of this ordinance, which covers specific standards for the R-4A zoning district; and

Within ~~the DD district~~ all non-R districts. (Ordinance O-36-08, 2008)

Section 5. Chapter 6, §17.06.120.B, of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Outdoor Dining and Drinking. Outdoor dining and drinking areas ~~at the ground level, whether on site or on adjacent public right of ways, on public property or a public right of way~~ may be allowed as an accessory use, so long as the establishment complies with any permitting requirements that the Village may ordain or adopt. Outdoor dining and drinking areas on private property balconies, decks, or otherwise in areas above ground level shall be approved as a special use in accordance with §17.06.170 of this ordinance. ~~(see Table 17-06-01). See Chapter 5.71 of the Lemont Municipal Code for provisions on sidewalk cafes.~~

Section 6. Chapter 6, §17.06.060 of the Unified Development Ordinance is hereby amended to add a new paragraph as follows:

C. Manufactured Homes, Trailers, and Boats. In the B-4 zoning district, manufactured homes and trailers may be used to provide office space and employee break facilities only. The structures

shall be for employee use only and shall not permit any overnight accommodations.

Section 7. *Chapter 6 of the Unified Development Ordinance is hereby amended to add the following new section, numbered 17.06.170:*

OUTDOOR DINING AND DRINKING

Special Use Approval. Outdoor dining and drinking areas on private property shall be a special use. Licensing regulations that the Village may from time to time adopt shall also apply to the approval of outdoor dining areas. (See Chapter 5 of the Municipal Code for licensing requirements.)

Section 8. *Chapter 7, §17.07.020.F.6 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Detached garages shall be at least ~~five~~ three feet from the rear property line and at least ~~five~~ three feet from all side property lines.

Section 9. *Chapter 9, Table 17-09-01 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Awnings. Awnings shall not be backlit or finished with glossy colors. Awnings shall provide a clearance above the sidewalk of at least 8 ft and ~~a protrude from the building at least 6 ft.~~ For properties subject to the Esplanade Street standards (Table 17-09-03), awnings shall project a minimum of 5 ft from the building. For all other properties, awnings shall project a minimum of 3 ft from the building.

Section 10. *Chapter 9, §17.09.060 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

A. Type II Thresholds. New construction, or any remodeling or reconstruction of an existing building which meets one or more of the following criteria shall be subject to Type II review and approval if:

1. It is to occur on lots adjacent to the I&M Canal or the Canal Reserve Strip; or
2. It is to occur on lots 10,000 square feet or more; or
3. The development will include more than 20 dwelling units; or
4. The development will include 7,500 square feet or more of commercial gross floor area; or

5. The building will be 35 feet or more in height or more than three stories tall.

Section 11. *Chapter 9, §17.11.040 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

N. Abandoned signs.

Section 12. *Chapter 9, §17.11.090.C of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Awning Signs. Unless otherwise specified under the provisions of this chapter, the following shall apply:

1. Awning signs shall be allowed only directly above ground floor windows and entrances that face a public right of way; and
2. Awning signs shall be a minimum of eight feet above the sidewalk; and
3. Awning signs shall be located below the lowest sill of the second floor or below the cornice or eave of a one-story building; and
4. Awning signs shall not be internally illuminated; and
5. Awning signs shall be constructed of canvas or cloth with metal or wood supports; and
6. ~~Awning signs shall display a single copy color or a single logo over a single background color; the sign copy and/or logo shall be limited to 50% of the awning surface on which it appears.~~

Section 13. *Chapter 11, §17.11.090.D of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Projecting Signs. Unless otherwise specified under the provisions of this chapter, the following shall apply:

1. Projecting signs shall be mounted on the street-side, of buildings; and
2. Projecting signs shall be a minimum of eight feet above the sidewalk; and
3. Projecting signs shall be located below the lowest sill of the second floor level or below the cornice or eave on a one-story building, and in no case shall they have a maximum height above grade that exceeds 13 feet; and
4. Projecting signs shall be a maximum of eight square feet in size; and
5. Projecting signs shall have a maximum of two faces; and

~~6. Projecting signs shall be constructed of wood or metal and shall not be constructed of plastic or synthetic materials.~~

Section 14. *Chapter 11, §17.11.120 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Maximum sign dimensions as specified in this chapter shall be measured in conformance with Figure 17-11-02 of this chapter, except for the maximum sign dimensions of wall signs in the B-3 zoning district, which shall be measured in accordance with Figure 17-11-03 of this chapter. When measuring signs consisting of only mixed case lettering with no background, either the ascenders or descenders of the text shall be included as part of the sign area, but not both.

Section 15. *Chapter 11, §17.17.060 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

SIGN STANDARDS

The provisions of this section apply to signs in the historic district and are in addition to the provisions found in Chapter 17.11 of this ordinance. Where these provisions conflict with another provision of this ordinance, the stricter, or more restrictive, provision shall apply.

A. Wall Signs

1. Wall signs shall not project more than eight inches from the wall.
2. Wall signs on the front façade of a building shall not project higher than the bottom of the window sills of the second floor or other second floor architectural features of the building, whichever is less.
3. Wall signs shall not extend within two feet of the edge of a wall. Murals are prohibited on facades.
4. Wall signs shall be limited to a maximum of two square feet of sign area for every one linear foot of entrance-side building width.
5. Wall signs on facades must be dimensional signs. Wall signs on other elevations may be flat if they are constructed of wood or metal.

B. Projecting Signs. ~~Projecting signs shall have only two faces and their maximum size shall be based upon the linear footage of the façade:~~

1. ~~If less than 30 feet or more, the sign area shall be a maximum of eight square feet.~~ Projecting signs shall have only two faces;
2. ~~If 30-50 feet or more, the sign area shall be a maximum of 16 square feet.~~ Projecting signs shall be a maximum of eight square feet in size;

If more than 50 feet, the sign area shall be a maximum of ~~32 square feet~~ Projecting Signs shall be dimensional signs.

C. Sign Materials and Colors.

1. The following sign constructions are prohibited: channel letters, symbols and graphics; pan face signs; and cabinet signs.
2. Awning signs shall be of canvas. Awning frame members shall be a maximum of one inch in diameter.
3. Neon tubing is permitted.
4. Fluorescent and/or reflective materials and/or paints are prohibited.

D. General Sign Guidelines

1. Signs shall complement and enhance the architecture of the building on which they are located and not be in conflict with the building architecture. They should not obscure, cover or be inharmonious with existing architectural features and proportions.
2. Generally, serif fonts are recommended but are not required.
3. Wood or metal sign boards, or modern materials simulating wood or metal, are recommended.

Section 16. *Chapter11, §17.11.160.C of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Permitted Signs. The following signs are permitted in the downtown district:

1. Monument signs, provided that they do not exceed four feet in height and twenty-four feet in sign area.
2. Projecting signs—one per establishment shall be permitted.
3. Sandwich signs—one per establishment shall be permitted.
4. Wall Signs.
5. Window signs, provided that they do not exceed one per window. Window signs may be painted directly on the window glass.
6. Awning Signs.

Section 17. *Chapter11, §17.11.160.D of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Aggregate Sign Area Allowance. Each establishment within the Downtown District shall be allowed a maximum aggregate sign area for all permitted signs according to the following formula: linear feet of storefront x 2 = total square footage of all signs. Projecting signs shall be exempt from this allowance limitation. Additionally, all individual signs shall be subject to the provisions in paragraphs C thru G of this section.

Section 18. *Chapter11, §17.11.160.F of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Sign Materials and Colors.

1. ~~Signs of plastic or similar synthetic materials are prohibited. However, individual channel letters or letters and characters routed in otherwise opaque metal sign faces may be plastic. The following sign constructions are prohibited: channel letters, symbols and graphics; pan face signs; and cabinet signs.~~
2. ~~No part of a sign shall consist of clear anodized or bronze aluminum finish.~~
3. Awning signs shall be of canvas. Awning frame members shall be a maximum of one inch in diameter ~~and shall be colored and not of clear aluminum.~~
4. Neon tubing is permitted.
5. Fluorescent materials and/or paints are prohibited.

Section 19. *Chapter12, §17.12.140.D of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Permitted Materials. Fences in B-1, B-3 or INT districts shall be constructed of the following materials only: wood or wood laminate, wrought iron, aluminum or vinyl. Fences in the B-4 district shall be constructed of wood or wood laminate, wrought iron, aluminum, vinyl, or chain link.

Section 20. *Chapter12, §17.16.030.B.2 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

2. Addition or removal of paint, ~~signs, awnings, roofing materials,~~ re-shingling, installation or removal of gutters and downspouts, or

Section 21. *Chapter18, §17.18.040 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

APPLICABILITY

This Land Cash Ordinance and any future amendments to it shall apply to all new ~~developments~~ Final Plats of Subdivision, special use approvals for planned unit developments, or other instances where the number of dwelling units allowed on a lot or parcel is increased. This applicability shall include all areas within the boundaries of the Village of Lemont and extend to areas within the Village's 1.5-mile planning review area. Other fees required of

developers outside this ordinance may apply. The dedications of land or cash contribution in lieu of land required by this ordinance shall also be required as a condition to the annexation of land, or as a condition to the subdivision of land either within the Village or within 1.5 miles of the Village limits, and such provisions shall be incorporated into any pre-annexation agreement or annexation agreement governing such land. Any required cash contribution shall be submitted to the Village prior to the approval of a Final Plat of Subdivision. In instances where development occurs without the need to subdivide land, required cash contributions shall be paid at time of site development or building permit application, whichever occurs first. (Ordinance O-36-08)

Section 22. *Chapter 18, §17.18.060.F of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Improvements.

1. Prior to conveyance, all sites shall be prepared in accordance with the Village's subdivision code and water retention/detention requirements, except as varied by the specific terms of this Ordinance, an annexation agreement or planned unit development ordinance. ~~In addition, in the event that a park site includes retention/detention areas, slopes must be mowable and shall not exceed a five to one slope. Those areas, where by necessity and subject to the approval of the Village Engineer, the grade exceeds five to one, must have a covering of flagstone or crown vetch suitable vegetative cover which eliminates the need to mow. All areas must be final graded and seeded to meet Park District specification as to seed mixture.~~

Section 23. *Chapter 20, Table 17-20-01 is amended as follows:*

for the B districts entry in the table, change 2.0 plant units / 100 ft to 1.5 plant units per 100 ft

Section 24. *Chapter 20, §17.20.090.A.2 of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

Foundation landscaping ~~may~~ shall consist of large and small shrubs, ornamental grasses, perennials, and annuals, or some combination of these plants.

Section 25. *Chapter 20, §17.21.030.H of the Unified Development Ordinance is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):*

H. **Windows.** A minimum of 40% of the area between four feet and ten feet in height on a building elevation facing a public street ~~street facing building facade between four feet and ten feet in height~~ shall be comprised of clear, non-reflective windows that allow views of indoor commercial space or product display areas. Banks are exempt from this requirement. (Ord O-54-09)

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 24th day of October, 2011.

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE

(Outdoor Dining / Sidewalk Cafés)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 2011**

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

AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE

(Outdoor Dining / Sidewalk Café)

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

SECTION 1: The LEMONT MUNICIPAL CODE is hereby amended to add Section 5.71 as follows:

5.71 OUTDOOR DINING / SIDEWALK CAFÉS

5.71.010 License Required. No person, partnership, firm, corporation or entity shall operate any sidewalk café and outdoor dining and drinking area within the Village without a license for the same having first been issued by the Village.

5.71.020 Definitions.

- A. “Sidewalk café” means the use of any part of any public sidewalk or public property within the Village by any licensed drinking and eating establishment as a seating area where the service of both food and beverage is provided.
- B. “Outdoor dining and drinking area” means an area used for the sale, service, or consumption of food and beverages that is located outdoors, on private property, of any type of eating or drinking establishment and which is either partially or wholly outside the walls of a building, with or without a solid roof cover.

5.71.030 Eligibility of Sidewalk Café and/or Outdoor Dining and Drinking Area License. Licenses for sidewalk cafés and outdoor dining and drinking areas:

- A. shall be required, in addition to any annual business and liquor license requirements of the Village; and
- B. shall be approved only for properly licensed drinking and eating establishments located in B-1, B-3, B-4, or DD zoning districts; and
- C. shall be neither transferable nor assignable; and
- D. shall be renewable annually, and valid for the period beginning April 1 through November 1 of each year.

Should the operation of the eating or drinking establishment or the operation of the sidewalk café or outdoor dining and drinking area cease, there shall be no refund of the license fee provided to the licensee.

5.71.40 Application for License. Any operator or owner of an eating or drinking establishment desiring to establish or operate a sidewalk café or outdoor dining and drinking area shall prepare and file an application with the Planning and Economic Development Department of the Village. This application shall contain the following information:

- A. Address and contact information for the subject eating or drinking establishment.
- B. A copy of a valid annual business license and/or liquor license, when applicable.
- C. The types of food and/or beverages to be sold, served, or consumed at the sidewalk café and/or outdoor dining and drinking area.
- D. The proposed hours of operation of the sidewalk café and/or outdoor dining and drinking area.
- E. A site plan showing depicting the sidewalk café and/or outdoor drinking and dining area which shall include:
 - 1. a seating plan which depicts the locations and all seating, tables, furnishings, barricades, and routes of passage through the dining area and along any adjacent sidewalks or plazas, and
 - 2. setbacks for the zoning district where the use is located shall be labeled and shown; and
 - 3. ingress and egress points to the building and through any barricades or enclosures; and
 - 4. a scale or distances between all features of the outdoor dining area; and
- F. A Certificate of Insurance and a statement of indemnity as required by this Chapter;
- G. Payment of the license application fee(s) as established by the Village Board;
- H. Such additional information as may be requested by the Planning and Economic Development Director.

5.71.050 License Requirements

- A. Issuance and continued enjoyment of sidewalk café and/or outdoor dining and drinking areas shall be conditioned on the following:
1. The licensee shall comply with all applicable federal, state, Village and other local laws and regulations.
 2. Operation of sidewalk café and/or outdoor dining and drinking areas shall not be detrimental to the health, safety, or welfare of persons residing or working in the vicinity.
 3. The hours of operation for sidewalk café and/or outdoor drinking and dining area shall be as follows:
 - i. Hours of operation shall not exceed the approved hours of operation granted by the underlying annual business or liquor license; and,
 - ii. Hours of operation may be diminished where doing so is in the health, safety and welfare of persons residing or working in the vicinity, as determined by the Director of Community Development.
 - iii. The sidewalk café and/or outdoor dining and drinking areas shall be operated under the same name as the food or drinking establishment to which it is attached.
 - iv. The sidewalk café and/or outdoor dining and drinking areas shall share the same management and same food preparation facilities as the food and drinking establishment to which it is attached.
 - v. The sidewalk café and/or outdoor dining and drinking areas shall not be open or operated at any time when the food or drinking establishment to which it is attached is not open for business.
- B. In addition to the requirements set forth in Section 5.71.050.A, the issuance and continued enjoyment of a sidewalk café license shall be conditioned on the following:
1. The use of public sidewalks or right-of-way for sidewalk cafés shall be permitted only on that portion of public property which is directly contiguous and immediately adjacent to the frontage or side yard of the private property in which the use is located.

2. The licensee shall secure and maintain comprehensive general liability insurance protection and dram shop insurance (if applicable) including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including contractual liability protection covering the indemnification of the Village, its officers, agents and employees by the owner/operator. This insurance shall provide bodily injury limits of not less than \$1,000,000.00 for each occurrence and not less than \$1,000,000.00 in the aggregate, and with property damage limits of not less than \$500,000.00 for each occurrence and not less than \$500,000.00 in the aggregate. Such insurance shall name the Village of Lemont as an additional insured and shall provide that the policy will not terminate or be canceled prior to the expiration date except upon 30 days' advance written notice to the Village.
3. The licensee shall indemnify and hold harmless the Village, its officers, agents and employees against loss or expense including attorney's fees, by reason of the liability imposed by law upon the Village, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of the granting of a license, operation of a sidewalk café or outdoor dining and drinking area or otherwise occupying public property pursuant to a license under this ordinance.

5.71.060 Placement, Use, and Type of Furniture

- A. The placement of tables, chairs, and other furnishings shall leave at least four feet of an unobstructed, accessible route along the sidewalk or other pedestrian way, and at least 36 inches of accessible route between tables with chairs.
- B. The tables, chairs, barriers and other furnishings used in sidewalk café and/or outdoor dining and drinking areas shall be of a type that is easily removed from the public right-of-way. Table and chairs used in the sidewalk café shall be of metal or wrought iron construction. No furniture constructed primarily of plastic shall be allowed.
- C. All chairs and tables shall be firmly secured at the end of each business day.

- D. No fire exit, fire escape or other required ingress or egress shall be obstructed by the sidewalk café and/or outdoor drinking and dining area.
- E. The sidewalk area in and near the sidewalk café and/or outdoor dining and drinking area shall be kept clean and free of refuse and clutter at all times by the license holder regardless of the source of such refuse and clutter.
- F. The licensee shall be responsible for the maintenance and upkeep of the public right-of-way used in the operation of a licensed sidewalk café and/or outdoor dining and drinking area. The licensee shall not damage, alter, modify or change any part of the public sidewalk, public right-of-way or public property.
- G. The licensee shall be responsible for repairing any incidental damage to public sidewalk, public right-of-way, public property or public improvements resulting from its operation.

5.71.70 Consumption of Alcoholic Beverages at Sidewalk Cafés

- A. The sale and consumption of alcoholic beverages in the sidewalk café and/or outdoor drinking and dining area shall be restricted by the liquor license governing the properly licensed drinking and eating establishment. No alcoholic beverages may be removed from the sidewalk café and/or outdoor drinking and dining area, except into the interior of the properly licensed drinking and eating establishment. The grant of a sidewalk café and/or outdoor drinking and dining area licensee shall be an exception to the general prohibition of such consumption on public sidewalks as provided in Section 9.16.010 of the Lemont Municipal Code.
- B. For sidewalk café and/or outdoor dining and drinking areas where the consumption of alcohol has been approved, barriers to demarcate the sidewalk café and/or outdoor dining and drinking area shall be required. Such barriers shall be of wrought iron or metal construction, chain, or planters. Barriers shall be removed from the period 1 November through 1 April. The owner/operator is responsible for returning the sidewalk to the condition it was in prior to the erection of the barriers.
- C. The consumption of alcoholic beverages at the sidewalk café and/or outdoor dining and drinking area shall be prohibited unless approval is expressly granted by the Lemont Liquor Commission. To be eligible for such approval, the establishment must derive a minimum of sixty percent of its gross sales from food service. For new establishments, the applicant must be able to demonstrate that

a minimum of sixty percent of its gross sales will be from food service.

- D. Patrons consuming alcoholic beverages in the demarcated sidewalk café and/or outdoor dining and drinking area must be seated at a table and receiving food service. The licensee shall be responsible for monitoring this provision.

5.71.080 Alteration, Cancellation or Revocation of License

- A. The terms provided by the grant of a sidewalk café and outdoor dining and drinking area license may be amended or altered by the Director of Community Development upon a determination that the use of the sidewalk café and outdoor dining and drinking area poses a threat to public health, safety or welfare.
- B. Sidewalk café and outdoor dining and drinking area licenses may be suspended, canceled and/or revoked by the Village Administrator at any time.
- C. Sidewalk café and outdoor dining and drinking area licenses do not constitute personal property, and the Village shall retain at all times the right to terminate any license or may completely eliminate this class of license at any time.

5.71.90 Penalties

- A. Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding seven hundred fifty dollars (\$750.00). Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.
- B. Every act or omission constituting a violation of any provision of this Chapter by any officer, director, manager, agent or employee of any licensee shall be deemed and held to be the act of such employer or licensee and the employer or licensee shall be punishable in the same manner as if such act or omission had been done or omitted by him or her personally.
- C. Any violation committed pursuant to subsections A and B above, may result in the suspension, cancellation or revocation of sidewalk café and outdoor seating license.

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

SECTION 3: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

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

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 Brian K. Reaves #118-11
Village Board of Trustees

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

THRU

SUBJECT: **Façade Grant Ordinances and Agreements**

DATE: 19 October 2011

On October 13, 2011 Brian Bonnett, managing member of the LLC that owns 103 Stephen Street (Stone House Pub) and a general contractor appeared before the Historic Preservation Commission seeking a Certificate of Appropriateness for changes to the rear elevation of the building. They explained some structural issues with the building, and emphasized the urgency with which those issues should be corrected.

The attached ordinance and agreement for a site improvement (façade) grant has been prepared for the Board's immediate approval. At the time of this writing, the ad hoc committee that is tasked with recommending grants and amounts has not determined such recommendations. I will provide an update at the Village Board meeting; the attached documents leave the grant amount blank. I anticipate the recommendation will be between \$3,750 and \$7,000.

Attachments:
Façade grant ordinance and agreement, 103 Stephen St

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 103 STEPHEN STREET IN LEMONT, IL**

(103 Stephen St Façade Grant)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24TH DAY OF OCTOBER, 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 24th day of October, 2011**

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 103 STEPHEN STREET IN LEMONT, IL

(103 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, Brian J. Bonnett, managing member of Red Shamrock, LLC, owner of the building at 103 Stephen Street in Lemont, has applied for a grant under this program to structurally repair 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 \$_____.

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 103 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 24th day of October, 2011.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniagowski
Jeanette Virgilio

Approved by me this 24th day of October, 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: Brian J. Bonnett

11
12 Address: 13150 Da Vinci, Lemont, Illinois

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

15
16 Name of Business: Stone House Pub

17
18 Project Address(es): 103 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 and
11 illustrated in Exhibit B, to the OWNER's/LESSEE's property. **The maximum amount of**
12 **reimbursement for said property improvements shall not exceed \$_____.** The
13 maximum amount of reimbursement for sign installation/improvements shall not exceed
14 \$750.00, and the maximum amount of reimbursement for architectural fees shall not exceed
15 \$1,000.00.

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

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

1
2 **Section 4.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
3 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
4 subject premises which is unrelated to the building, sign, and site improvement provided for in
5 this Agreement.
6

7 **Section 5.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This Agreement
8 shall be binding upon the VILLAGE OF LEMONT and upon the OWNER/LESSEE and its
9 successors, to said property for a period of three years from and after the date of completion and
10 approval of the improvements provided for herein. It shall be the responsibility of the
11 OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of Section 7 of this
12 Agreement.
13

14 **Section 6.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The
15 owner of the subject property agree to defend and hold harmless the Village from any and all
16 claims which may arise out of said owners' construction activities under this Agreement.
17

18 **Section 7.** GENERAL INDEMNIFICATION. In the event that, as a result of this
19 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in
20 any litigation arising by reason of this Agreement, and development activities contemplated
21 hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees,
22 officers and agents thereof, individually and collectively, from any suits and from any
23 claims, demands, setoff or other action including but not limited to judgments arising therefrom.
24 The obligation of the owners hereunder shall include and extend to payment of reasonable
25 attorneys' fees for the representation of the VILLAGE and its officers and agents in such
26 litigation and includes expenses, court costs and fees; it being understood that the owners
27 where there shall be no applicable standards provided therein, shall have the right to employ
28 all such attorneys to represent the VILLAGE and its officers and agents in such litigation,
29 subject to the approval of the corporate authorities of the VILLAGE, which approval shall not
30 be unreasonably withheld. The owners shall have the right to appeal to courts of appellate
31 jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect,
32 and the Village shall join in any such appeal taken by the owners.
33

34 **Section 8.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto may
35 in law or in equity, by suit, action, mandamus, or any other proceeding, including specific
36 performance, enforce or compel the performance of this Agreement, which shall include the right
37 of the parties to recover a judgment for monetary damages against each other, provided,
38 however, that the owners shall not have a right to recover a judgment for monetary damages
39 against any elected or appointed official of the VILLAGE for any breach of any of the terms
40 of this Agreement. The VILLAGE reserves the right to maintain an action to recover
41 damages or any sums which owners have agreed to pay pursuant to this Agreement and which
42 have become due and remained unpaid.
43

44 **Section 9.** EXHIBITS. It is agreed that **Exhibits A and B** shall be considered part of
45 this agreement.
46

1 **Section 10.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.

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

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

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

VILLAGE OF LEMONT

17
18
19 _____
20 **BRIAN J. BONNETT, managing member,**
21 **Red Shamrock, LLC**

BRIAN K. REAVES
Village President

22
23
24 **Date:** _____

Date: _____

25
26
27
28
29
30
31
32
33
34 **ATTEST:**

35
36
37 **By:** _____
38 Village Clerk

BRASSIL CONSTRUCTION
15808 W. 138TH St., Lockport, IL 60491
815.834.0505 – 815.834.0535 (fax)

April 21, 2011

Red Shamrock, LLC
c/o Brian Bonnett
103 Stephen St.
Lemont, IL 60439

Estimate for reconstruction of upper east wall of 103 Stephen St. per drawing #1326 by Olivieri Bros., Inc. Architect, dated 11/5/10:

1. Demo 2nd floor stone wall including gable end.
2. Reinforce 2nd floor floor joist, ceiling joist and ridge. Construct a temporary wall to protect 2nd floor unit from elements.
3. Crane in steel beam as specified in drawings – set in stone pockets.
4. Frame new wall and gable end.
5. Install (4) windows to best match existing in size and style.
6. Install fiber board siding – prestained to owner's color.
7. Install (6) outlets.
8. Install R-15 insulation.
9. Install 5/8" drywall, taped and sanded; ready for paint.
10. Repair 2nd floor hardwood flooring to best match existing.
11. Install aluminum fascia and reinstall A/C unit.

TOTAL..... \$35,000.00

OLIVIERI

www.solutions4buildings.com

Brothers inc.

ARCHITECTS

750 CENTER ROAD
FRANKFORT, ILLINOIS 80423

(815) 469-8400
FAX (815) 469-5796

Brian Bonnett
Red Shamrock, L.L.C.
c/o Mike Brassil, Brassil Construction
15808 138th Street
Lockport, Illinois 60491

September 27, 2010

RE: Architectural Design Proposal and Agreement, for Rehabilitation of the rear wall and associated Structural Members for an existing Restaurant/Apartment Building @ 103 Stephen St., Lemont, Illinois

Mike:

Per our Site Visit and discussions with our Structural Engineer it is imperative that the Structural issues you have identified be addressed immediately. We are proposing the following Phases to be completed sequentially in order to be able to provide a workable and accurate solution to the problems that exist.

We are pleased to submit our proposal for the Architectural/Structural Engineering Services for your Project. As we discussed we have divided the Project into three phases as follows:

Phase 0 – Site Visit, and As-built CAD Drawing

Field measure existing conditions; in order to develop accurate AutoCAD digitally prepared drawings as required for the work.

Owner to provide Site Survey for our use

Phase 0 - Not to exceed Fee..... \$ 3,100.00

Phase 1 - Preliminary Design - The intent of this phase to give the owner/client Design Options to review and present to the Village of Lemont for approval before more detail engineering and design is completed. The following items will need to be completed:

Review of Village Codes and Ordinances as they apply to this project

Preliminary Floor Plans changes (if any)

Proposed Rear Elevations

Structural Engineers preliminary design

Meeting with owner to review

Phase 1 – Not to exceed Fee..... \$ 3,550.00

Phase 2 – Design Development Phase (not required)

Phase 2 Estimated Fee..... N/A

Phase 3 - Construction Document Phase - At the completion of this phase the Construction Documents will include; all drawings and specifications necessary to receive a building permit and complete the work within this scope. This will include the following:

Floor plan and details

Exterior Elevation(s)

Project Specifications as required

Wall Sections and Details

Building Sections and Details

Structural Engineering Design calculations and Drawings

Meet with owner to review (at the offices of Olivieri Brothers Inc.)

Revisions by the AHJ (authority having jurisdiction) (if required)

Phase 3 - Not to exceed Fee..... \$ 8,150.00

Not included:

The following (if required by the Village or Client) is not included in our Design Fees:

1. Village / Governmental Agency Fees
2. Environmental Engineering work
3. Utility Company Fees or Requirements
4. Geotechnical Studies or Soil Borings
5. Site / Civil Engineering Design nor drawings
6. Kitchen Equipment Design (or Consultant Fees)
7. Interior Elevations and Finish Selections
8. Reflected Ceiling Plan
9. Floor Finishes
10. Landscape Design if required
11. Meetings with the AHJ
12. Accessible Plans and Details
13. Incorporation of equipment by others requirements
14. Mechanical Engineering Design and Drawings
15. Fire Protection Systems Design and Drawings
16. Electrical Engineering Design and Drawings
17. Any item not specifically listed above

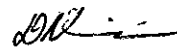
All work will be billed at the following rates:

Principal Architect	\$ 80.00/hour
Professional Engineer	\$125.00/hour
Structural Engineer	\$125.00/hour
Licensed Architect/ CAD	\$ 75.00/hour
Clerical	\$ 35.00/hour
Reimbursable / Expenses	1.1 times direct cost
Mileage	\$ 0.40/ mile

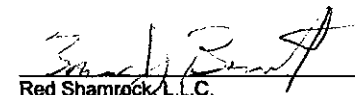
A retainer fee of \$ 2,500.00 is due before work can begin. This retainer will be applied to the last invoice. Although the above Outline of Services is separated in phases, we reserve the right to invoice monthly if the project is delayed beyond our control. Any unpaid invoices >15 days will be assessed an 18% late fee. If any services are to be expanded, the final agreement to be signed is ALA Document OA3-2003 Short Form of Agreement between Owner and Architect for Architectural Services.

The only other items I would need to begin the work would be a survey of the site. Thanks for giving us the opportunity to give you a proposal on your project. Feel free to give me a call if you have any questions.

Sincerely,
Olivieri Brothers Inc.


Donald H. Olivieri NCARB

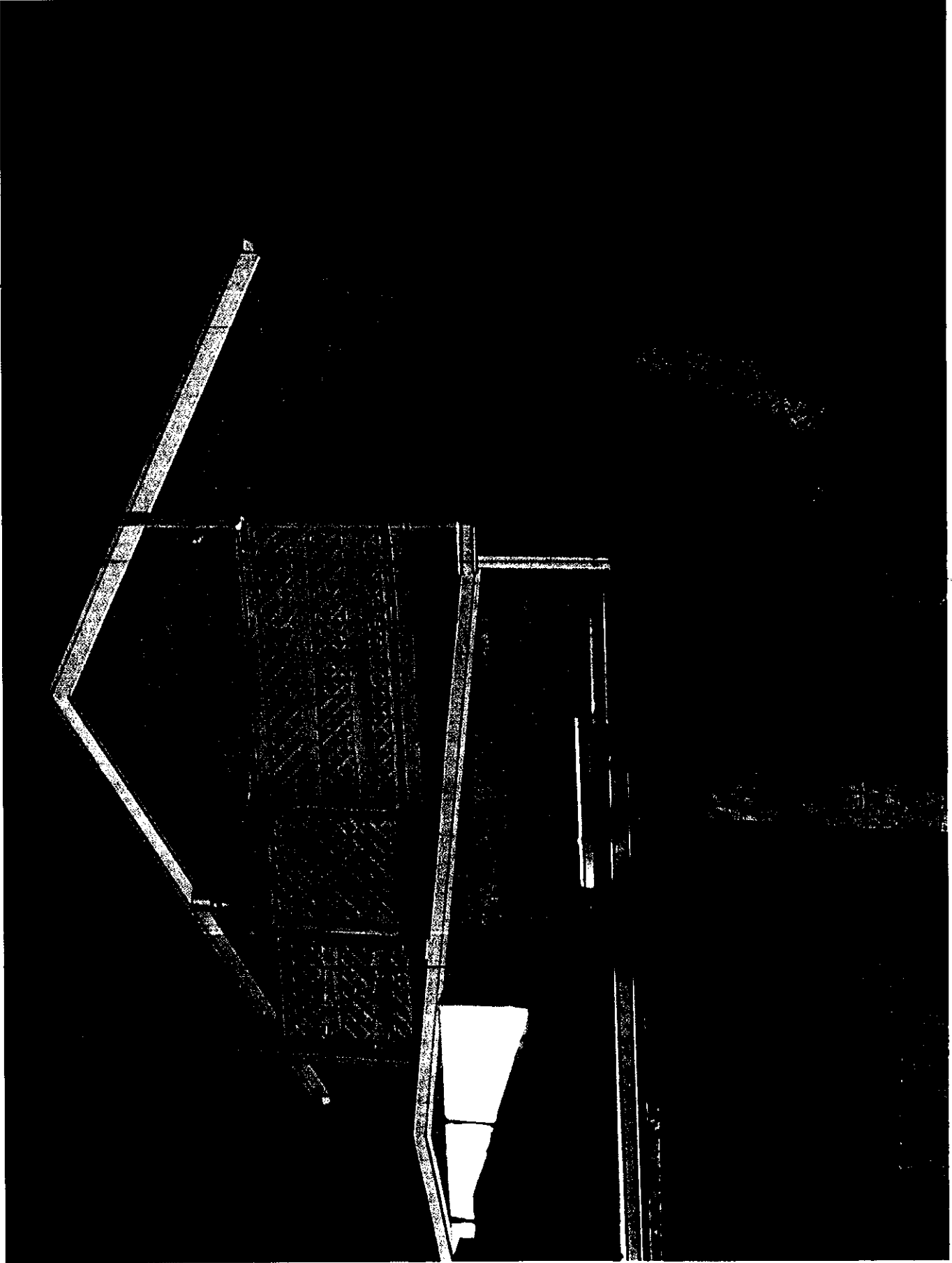
Accepted this ___ day of _____, 20__.

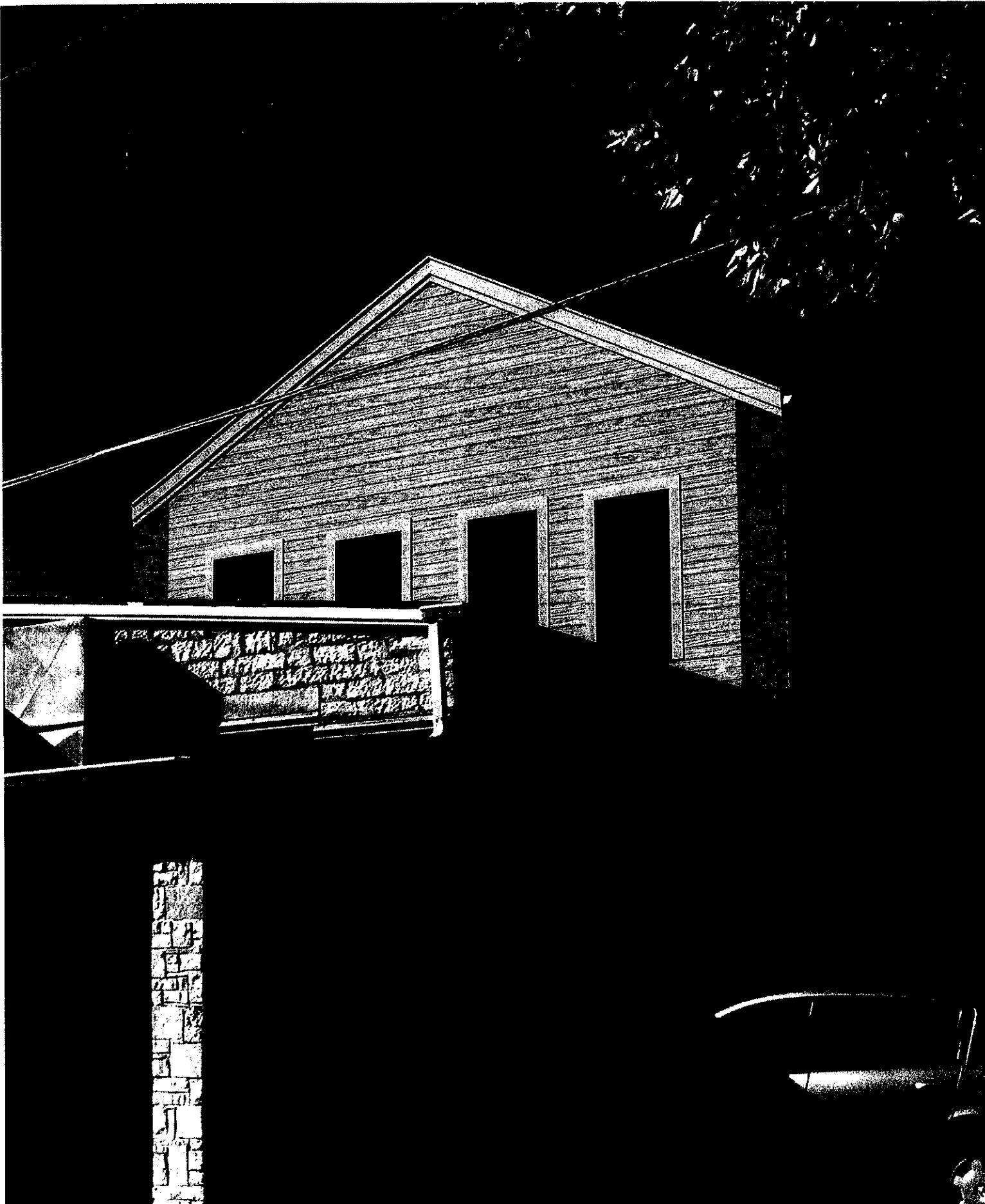

Red Shamrock, L.L.C.

W:_OBI Arch Contractors\Proposals\Stonehouse100927.doc

PAID CHECK 10/1/2010
#1064
\$2500.00

1000
EXHIBIT B page 2 of 2





View from North East
(Option 2 - All Siding)

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: **Passing of Resolution Authorizing Approval of the Subrecipient Agreement with Cook County for the 2011 Community Development Block Grant Program (CDBG) McCarthy Road Water Main Replacement CDBG Project No. 11-022**

date: October 10, 2011

BACKGROUND

The County of Cook annually receives a distribution of Federal Funds for its use in funding capital improvements. The Village of Lemont was awarded a grant of \$100,000 for the 2011 CDBG program year. The completed Subrecipient Agreement (attached) in the grant amount of \$100,000.00 needs to be approved by the Village Board; signed, where noted; and subsequently returned to Cook County for processing. The proposed project consists of the replacement of 500-feet of existing 4-inch water main on McCarthy Road, from Holmes Street to Grant Street, with new 8-inch ductile water main.

PROS/CONS/ALTERNATIVES

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

RECOMMENDATION

Passing of the Resolution approving the Subrecipient Agreement with Cook County for the 2011 Community Development Block Grant Program (CDBG), Water Main Replacement, McCarthy Road, from Holmes Street to Grant Street.

ATTACHMENTS

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

VILLAGE BOARD ACTION REQUIRED

Passing of Resolution approving of the Subrecipient Agreement with Cook County for the 2011 Community Development Block Grant Program (CDBG), Water Main Replacement, McCarthy Road, from Holmes Street to Grant Street, in order to receive block grant monies.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the President and the Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2011 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project No. 11-022, a copy of which is on file with the Clerk.

BE IF FURTHER RESOLVED by the President and Board of Trustees of the Village of Lemont that the President be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2011 Community Development Block Grant Program for the Village of Lemont.

Dated this 24th day of October, 2011.

ATTEST:

By: 
Board President (Signature)

By: 
Clerk (Signature)

Title: Brian K. Reaves, Village President

Title: Charlene M. Smollen, Clerk

(SEAL)

CERTIFICATION

The undersigned and duly qualified acting Clerk of Village of Lemont hereby certifies that the attached copy of the Resolution authorizing execution of the 2011 Community Development Block Grant Subrecipient Agreement for Project No. 11-022, with the County of Cook, Illinois is a true and correct copy of said Resolution, as passed by the President and Board of Trustees on October 24, 2011, and which is still in full force and effect.

By: Charlene M. Smollen
Charlene M. Smollen, Village Clerk

(SEAL)

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer
Subject: Purchasing Policy and Purchasing Card Policy
date: October 12, 2011

BACKGROUND/HISTORY

The Village has continued to update and review financial policies of the Village. Tonight staff is asking for the approval of two policies: Purchasing Authority Policy and Procedures and Purchasing Card Policy and Procedures.

Due to training the staff on the changes, we would recommend that these policies are effective 1 Jan 2012.

RECOMMENDATION

Staff is recommending approving these polices

ATTACHMENTS (IF APPLICABLE)

- Resolution Adopting Lemont Purchasing Authority Policy and Procedures
- Resolution Adopting Lemont Purchase Card Policy and Procedures

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PURCHASING AUTHORITY POLICY AND PROCEDURES

WHEREAS, the Village of Lemont desires to adopt a Purchasing Authority Policy and Procedures; and,

WHEREAS, the President and Board of Trustees find that adopting the attached Village of Lemont Purchasing Authority Policy and Procedures is in the interest of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

SECTION 1: That the Village of Lemont Purchasing Authority Policy and Procedures, attached as Exhibit A hereto is hereby adopted and is effective January 1, 2012.

SECTION 2: This Resolution shall be in full force and effect from and after its passage as provided by law.

SECTION 3: The Village Clerk of the Village of Lemont shall certify to the adoption of this Resolution and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 24th day of October 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
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

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The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

A. Purpose

The purpose of this policy is to provide the Village of Lemont staff with guidelines and directions for the acquisition of goods and services. When used with good judgment and common sense, the policies and procedures conveyed within will allow the Village to obtain required supplies and services efficiently and economically.

Employees are expected to read this policy and provide the Finance Department with feedback regarding the policies and procedures contained within. This policy is designed to be a fluid document and will be modified from time to time to conform with changes in legislation, technology and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for purchasing activities. Employees who need help dealing with specific situations not covered by the manual should contact the Village Treasurer for assistance.

The Village Administrator, or his/her designee, shall be the final authority with regards to enforcement of any of the provisions of this policy. Failure to follow the procedures outlined in this policy may lead to disciplinary action.

B: Code of Ethics

All Village personnel engaged in purchasing and related activities shall conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the Village and the residents of Lemont. Village employees shall strive to:

- Ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations and Village policies.
- Maintain confidentiality at all times.
- Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
- Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.
- Never allow purchase orders for identical goods or services to be split or variations to Village Board approvals to be made in order to circumvent established policy.
- Purchase without favor or prejudice.
- Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any subsequent information is made available to all bidders.

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

- Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and selection is based upon the lowest total cost compliant bid.
- Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

It shall be the responsibility of the Village Administrator to determine if a violation of this Code of Ethics has occurred and if disciplinary action is necessary.

C. Conflict of Interest Policy

Except as may be disclosed to and permitted by the Village Board, it shall be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing process when the employee knows that:

1. The employee is contemporaneously employed by a bidder, vendor or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest in the company; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor or contractor.

The employee's immediate family shall be defined as a spouse, children, parents, brothers and sisters and any other person living in the same household as the employee.

It shall be the responsibility of the Village Administrator to determine if a violation of this Conflict of Interest policy has occurred and if disciplinary action is necessary.

D. Gifts and Gratuities – Village Guidelines for Accepting

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

Village personnel should be aware that offers of gratitude from vendors could be designed to compromise objective judgment in product or service selection. Accordingly, it is Village policy to observe the highest standards of ethics and to shield the employee, the Village and the vendor from any suggestion or appearance of conflict of interest.

No employee shall permit any influence by vendors, which could conflict with the best interest of the Village, or prejudice the Village's reputation. Expenditures of Village funds to vendors shall not by intention personally benefit any person employed with the Village. Employees shall strive to follow the following guidelines:

1. Tangible gifts or gratuities shall not be accepted where their value suggests something more than merely a social gesture. Such gifts should be returned with a statement of Village policy. Promotional or advertising items of nominal value such as key chains, pens, coffee mugs, calendars and holiday candy are acceptable. Promotional gifts that are capable of being shared, such as a box of chocolates, shall be shared within the office or section where the recipient works.
2. Association with vendor representatives at business meals or business organization meetings is occasionally necessary and is neither questionable nor unethical, provided the individual keeps himself/herself free of obligation.
3. Personal loans of money or equipment are not to be accepted from a vendor or an individual associated with a vendor doing business with the Village.
4. Solicitation of vendors for merchandise or certificates to serve as door prizes or favors is normally prohibited. However, the Village Administrator may approve exceptions.
5. Corporate discounts granted to Village employees are acceptable only if they are offered to all Village employees and other corporate clients of the vendor.

If in any doubt about the propriety of accepting a gift, the matter should be referred to the Department Head who will, if necessary, discuss the matter with the Village Administrator or his/her designee.

E. General Purchasing Procedure and Responsibilities

1. The Village Board adopts a budget for the fiscal year.
2. Purchases of goods/services for budgeted items may be ordered by Department Heads provided that expenditures do not exceed the amount available in the budget. Exceptions to this general rule will occur when a purchase order is required (Section G), pricing requires Board action (Section F), or a budget amendment is required (Section H).
3. The level of budget authority (the level at which expenditures cannot legally exceed the budget) granted to the Village Treasurer is established at the individual fund level.

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

4. Approved invoices are forwarded by Departments to the Finance Department for inclusion in the Village's Warrant List approval process. Invoices should be submitted to Finance on a regular basis as received.
5. The Finance Department sends any invoices received directly by the Finance Department to appropriate departments for review and signature of Department Head on invoice. Certain recurring invoices (e.g., contract amounts, utilities) do not need to be returned to the individual department for approval. In these instances, a memo from the Department Head with the appropriate coding will be maintained in the vendor file as evidence of approval and coding.
6. Checks maybe processed on a weekly basis based on operational needs of the Village. Those checks not requiring specific board approval can be mailed 30 days from date of invoice or earlier if a discount is allowed.
7. All checks will be co-signed by two of the four authorized approval authorities: Mayor, Village Administrator, Village Treasurer or Assistant Village Administrator.
8. All properly approved invoices are then compiled by the Finance Department on a Warrant List for Board approval. The Warrant List is included in the agenda packet for the Board Meeting.
9. The Board approves the Warrant List at the Board Meeting

F. Pricing Requirements

The Village's policy is to obtain the most cost effective price available for purchases through competitive pricing. Pricing should generally be obtained from at least three vendors except as noted in the following guidelines or as otherwise required by law. The following guidelines will determine the level of pricing required for purchases.

1. Purchase total less than \$2,500 – One verbal quote is sufficient. If the nature of the purchase is repetitive (i.e. monthly), pricing does not need to be obtained every time, but should be reviewed annually. Employees are encouraged to seek additional pricing when possible.
2. Purchase total \$2,500 - \$4,999 – Three verbal quotes required.
3. Purchase total \$5,000 - \$7,499 – Three written quotes required.
4. Purchase total \$7,500 - \$19,999 - Authorization required by purchase order which must be approved by the Village Administrator. Written price quotes are required. Purchase Orders are discussed further in Section G.
5. Purchases \$20,000 or more - Must be authorized by the Village Board prior to Purchase Order approval. Formal bid or RFP/RFQ process required.

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

Exceptions to the pricing requirements include single source vendors, repetitive purchases, requirements by State statute or local ordinance, purchases thru the State of Illinois Joint Purchasing program or other state cooperatives, financially advantageous joint purchases with other units of government, emergency purchases, contractual obligations, professional associations, professional services for legal, engineering, architect, insurance, medical, accounting, auditing, technology, surveying or any other unusual purchasing situation.

G. Purchase Orders

The policy intends to limit the use of purchase orders. Departments will be required to file purchase orders only if one of the following criteria is met:

1. Purchase is for \$7,500 or more.
2. Vendor requires a purchase order in order to deliver the good or service and invoice for the item at a later date.
3. A significant time period is anticipated between the ordering of an item and the payment of such item. Examples include capital projects which take place over several months, commodities used over several months (e.g. road salt) and items ordered well in advance of delivery (e.g. fire engine).

In order to expedite purchasing throughout the year, blanket purchase orders may also be prepared on a fiscal year basis if authorized by the Village Administrator. Blanket purchase orders are for vendors that require a purchase order amount for small item or per unit purchases.

H. Budget Amendments

If a department determines that a significant individual purchase will cause a budgeted account number to go over budget, the department should submit a budget amendment request. Approval of a budget amendment request is as follows:

1. If the amount is less than \$7,500 and can be transferred from another account where a positive budget variance is anticipated, the Village Treasurer has the authority to approve the request.
2. If the amount is \$7,500 or greater and can be covered by another account, the Village Administrator has the authority to approve the request.
3. If the amount cannot be offset by a reduction in spending from another account, then the budget amendment request will be presented to the Board for approval. The preferred method of presentation to the Board is for the Department Head to include the preparation of a budget amendment request along with an agenda item. However, the Department Head can also prepare a written memorandum to the Village Administrator requesting inclusion of an amendment on the board agenda should the purchase itself (e.g. contract approval) not require prior Board approval. Such inclusion must be approved by the Village Administrator.

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

I. Emergency Purchases

Emergencies are defined as events that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety. In the event of an emergency affecting the public health and safety, the Public Works Director and Chief of Police shall have additional authority up to \$10,000 for emergency purchases for the following items:

- Services/maintenance to maintain vehicles.
- Services/materials to maintain wells.
- Services/materials to maintain streets.
- Services/materials to maintain sewer system.
- Services/materials to maintain water system.
- Emergency contracts for equipment and other services
- Sheltering needs

The Village Administrator approval is required for any emergency over \$10,000. Documentation of the emergency and the need for immediate action shall be presented to the Village Administrator, together with an itemized account of all expenditures. Reporting to the Board would be handled through the first warrant list process immediately following the emergency expenditure.

J. Payroll

The Mayor and Board of Trustees authorize the Village Treasurer on a fiscal year basis to pay wages and salaries of Village employees in accordance with the rates of compensation established by the Board along with the payment of all payroll taxes, pension contributions, and such other obligations according to Federal, State, local, or pension fund requirements.

K. Manual Checks

Occasionally, a need will arise for a check to be prepared manually outside of the normal claims list process. These manual checks are needed when a check has to be remitted prior to the next Board Meeting warrant list process. The Village's policy is to keep requests for manual checks at a minimum. Common items for which manual checks can be prepared include 1) Payroll related checks; 2) Late notification of seminar registrations or late decisions to attend; 3) Unavoidable cash on delivery transactions; 4) Board approved contractual obligations requiring check; 5) Emergency purchases, 6) Agreed to arrangements pre-approved by the Village Administrator with vendors, 7) Situations which will significantly impair the Village financially if a check is not prepared; and 8) Situations which would significantly impair the Village's operations if a check is not prepared.

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Adopted: October 24, 2011

The Finance Department will process manual checks no more frequently than weekly. The Finance Director may authorize a non-emergency related check between weekly cycles in situations where immediate issuance of the check is needed to prevent an adverse impact on the Village. The Department Head must submit a written request for a manual check to the Village Administrator or designee. All manual checks are to be approved by the Department Head and Village Treasurer. In the Village Treasurer's absence either the Assistant Village Administrator may approve manual checks. Departments will have to demonstrate that a manual check fits one of the above criteria.

Once a check is prepared, reporting to the Board including invoice approval, will take place through the first following warrant list process which corresponds to the manual check date.

L. Petty Cash

The Village Board has approved three petty cash funds within the Village as follows: Village Hall - \$500; Public Works -\$400; Police Chief- \$500. Responsibility for custody and safeguarding of each fund and for all fund disbursements rests with the appropriate Department Head. The Department Head may designate an employee in their department as custodian of the petty cash fund, which shall be designated in writing to the Village Administrator and Village Treasurer.

Petty cash is to be used to reimburse employees for Village expenses which the employee incurs up front and for small purchases which are handled most efficiently by utilizing petty cash. The following restrictions apply:

1. Individual petty cash purchases are limited to a maximum of \$75.00.
2. Employee must prepare a petty cash voucher which is approved by the Department Head.
3. Receipts documenting the expense must be attached to the petty cash voucher.

Disbursements from petty cash funds cannot be ultimately approved without receipts. If cash is provided in advance of the purchase, the employee must return the unused cash along with the receipt. If an employee cannot provide a receipt, alternative verification approved by the Department Head must be attached.

Each department is responsible for balancing and reconciling its own petty cash fund. Departments replenish petty cash funds by submitting a request to the Finance Department. The request is then processed through the Warrant List procedure. The request for replenishment must be supported by petty cash vouchers/receipts which agree to the amount of the request. The fund must be at least 50% depleted for the Finance Department to process a check to replenish. The fund must be replenished at fiscal year-end for all expenses at that point in time.

Departments can request an increase to their petty cash fund amount through the regular warrant list process. Approval of such a request by the Village Board will also constitute approval of amending this policy to reflect the increased amount.

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

M. Village Purchase Card

The Village purchase card is administered under a separate Purchase Card Policy. See that policy for applicable guidelines.

N. On-Line Purchasing/Reimbursement

The Internet may be utilized for on-line purchasing as a tool for obtaining favorable pricing, preferred products/services and securing expedited procurement.

On-line purchasing is subject to all requirements of this policy and is not to be used for means other than allowed by this policy. On-line purchasing shall be subject to the pricing requirements of purchasing procedures Section F.

On-line purchases are to be made preferably utilizing a Village issued purchase card which is subject to the procedures as discussed in the Village Purchase Card Policy. Situations when an employee utilizes their own credit card to make a purchase on behalf of the Village are subject to pre-approval of the employee's Department Head. Such pre-approved purchases will be reimbursed directly to the employee through the Village's regular warrant list process. The employee must obtain a receipt or other form of documentation substantiating the on-line purchase. Should an employee make an on-line purchase without pre-approval, reimbursement of that purchase can be denied by the Village.

All attempts should be made to utilize the methods outlined in this policy to make purchases on behalf of the Village. From time to time, there may be a need for one to seek reimbursement for purchases made on the Village's behalf. Cost of reimbursement shall not exceed \$500, unless approved by the Village Administrator. Travel reimbursement follows sections O and Q below.

O. Mileage & Toll Reimbursement

Reimbursement for the mileage for non-overnight travel when driving a personal vehicle for Village business and for related tolls incurred shall be made to employees on a monthly basis. Employees shall complete the Monthly Mileage & Toll Reimbursement form and submit the form for payment thru the Village's regular claims list process. The form is attached as Exhibit B. It is the Village's policy to reimburse employees for every business mile driven with a personal vehicle at the Internal Revenue Service (IRS) standard mileage rate. The form will be modified by the Finance Department each time the IRS adjusts the rate; typically on a calendar year basis. Employees will be reimbursed for actual toll expenses. Employees using personal vehicles on Village business must have adequate automobile insurance coverage.

P. Signing of Contracts

All contracts in excess of \$5,000 must be signed by the Village Administrator. Additionally, all contracts or documents requiring the signature of the Mayor and/or Village Administrator, and/or any other person designated by the Village Board must be executed accordingly.

Q. Overnight Travel

Occasionally it will be advantageous to the Village for employees to incur overnight travel when conducting Village business. Overnight travel is most typically utilized for educational events such as conferences. Overnight travel is basically a two part process: 1) approval of the travel in advance; and 2) expense reporting of the trip.

1. Authorization

All travel requiring an overnight stay must be approved in advance by both the employee's Department Head and the Village Administrator. Requests for travel authorization must be made utilizing the Travel Authorization and Expense form; which is attached along with its instructions as Exhibit D.

2. Travel Arrangements

Employees should make travel arrangements which seek to facilitate efficient and timely travel while maintaining reasonable costs. Employees are encouraged to utilize the travel arrangements and rates generally secured by the sponsor of the conference or seminar. Employees are also encouraged to seek government discounts when available. Employees should arrive at the destination in a timely enough manner which allows the employee to attend all activities that are the subject of the trip. Generally, events which begin early in the morning will necessitate the employee arriving the night before. At the conclusion of the business purpose of the trip, expenses will be paid for the employee to travel home, but not for additional nights unless such is beyond the employee's control, or is approved by the Village Administrator.

3. Air Fare

Employees are encouraged to seek flights which generally facilitate the efficient and timely attendance for the business purpose of the travel. All airfare at Village expense will be limited to coach/economy class. Upgrades above coach/economy class will be paid by the employee. Travel by train or another form of mass transportation may be substituted in lieu of air travel provided such cost does not exceed that of air fare.

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

4. Ground Transportation

Employees should utilize one of four forms of ground transportation: taxi, hotel transportation, airport transportation, or personal or Village owned vehicle. If a rental automobile is necessary, such rental must be pre-approved by the Department Head and Village Administrator with such approval noted on the Travel Authorization and Expense form. Employees utilizing personal vehicles to travel to the destination shall be reimbursed at the standard IRS mileage rate. When utilizing a personal vehicle, expenses for tolls and parking will also be paid by the Village. Expenses will also be paid for ground transportation that is necessary for business purposes during the travel while at the destination.

5. Lodging

Employees may obtain comfortable lodging at reasonable prices. When available, employees should utilize lodging and rates generally secured by the sponsor of the conference or seminars. Should an employee secure lodging other than that offered by the sponsor, reimbursement will not be made for costs in excess of what is available thru the sponsor. Employees are also encouraged to seek government discounts when available.

6. Meals

Employees engaged in travel which requires an overnight stay will receive a per diem amount up to a maximum of \$46 per day including tax and tip (as of April 1, 2011). The per diem amount shall be adjusted May 1 of each year using the U. S. General Services Administration (GSA) CONUS rate. Any costs exceeding the per diem amount are the responsibility of the employee.

7. Accompaniment on Trip

The Village will not pay for any travel expenses of any non-employee (e.g. family members) accompanying the employee on a trip. Only those expenses related to the employee's business travel will be paid

8. Non-Allowable Expenses

The Village shall not pay for any expenses which are considered to be personal in nature including, but not limited to, the following:

- Personal entertainment
- Personal phone calls except to report schedule changes to family members
- Laundry expenses
- Grooming expenses (e.g., beautician, barber)

The Village of Lemont
Purchasing Authority Policy and Procedures
Adopted: October 24, 2011

- Traffic violations and court costs
- Membership fees for airline or hotel clubs
- Books and magazines unless work related

9. Advances

Employees are encouraged to request an advance to cover out of pocket costs for their trip related to items 4 (ground transportation) and 6 (meals). The purpose of such advance is to provide the employee cash for the trip and minimize the employee's need to utilize a personal charge

10. Requesting Payments and Reporting Expenses

Each time a payment is to be made related to the trip; the employee is to submit the Travel Authorization and Expense form and should follow all instructions accompanying the form. At the conclusion of the trip, a final accounting is to be made by utilizing the form and the employee will either receive a reimbursement or will remit any unused advance back to the Village. Receipts or similar supporting documentation must be submitted with the form to support all expenses. If a receipt is not submitted for a certain expense, a written explanation must be provided as to why a receipt was not submitted. The Village may deny any request submitted by an employee for payment of undocumented expenses.

R. Year-End Accrual Calculations and Procedures

The Village shall calculate all year-end accruals with a goal of preparing complete, fully-adjusted trial balances at April 30 each year reflecting all purchase related accruals. Each year in March, the Treasurer shall issue a memorandum to the Village's department directors detailing the year end accrual calculations and procedures. The memorandum should include, but not be limited to items such as the year end accounts payable accrual, unbilled goods or services at year end, year-end purchase order procedures and the manual check cut-off date.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PURCHASING CARD POLICY AND PROCEDURES

WHEREAS, the Village of Lemont desires to adopt a Purchasing Authority Policy and Procedures; and,

WHEREAS, the President and Board of Trustees find that adopting the attached Village of Lemont Purchasing Card Policy and Procedures is in the interest of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

SECTION 1: That the Village of Lemont Purchasing Card Policy and Procedures, attached as Exhibit A hereto is hereby adopted and is effective January 1, 2012.

SECTION 2: This Resolution shall be in full force and effect from and after its passage as provided by law.

SECTION 3: The Village Clerk of the Village of Lemont shall certify to the adoption of this Resolution and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 24th day of October 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
Purchase Card Policy and Procedures
Adopted: October 24, 2011

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The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

A. Introduction

The Purchase (Credit) Card Program is intended to streamline and simplify purchasing and payment procedures by consolidating supplier invoices and eliminating form processing. The Payment Settlement Entity (PSE) is selected by Village personnel to process vendor payments on the Village's behalf. The Purchase Card Program is not intended to avoid or bypass appropriate procurement or payment procedures. Rather, the Program complements the existing processes available. The Purchase Card also gives personnel an opportunity to make practical decisions in obtaining products or services for which they are knowledgeable and reduces administrative burdens. Management information reports are available, enabling the Department Heads to improve management control and decision-making.

This Policy provides information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled for each cycle, and a variety of other Program information.

The cardholder needs to remember that he/she is committing Village funds each time the purchasing card is used. This is a responsibility that should not be taken lightly. The cardholder is the person responsible for all charges made to the card. Intentional misuse or fraudulent abuse may result in disciplinary action up to and including dismissal and recovery of all unauthorized purchases.

The card has no impact on the cardholder's personal credit. Although the card lists an individual's name, the card is actually issued to the Village of Lemont.

The Assistant Village Administrator is responsible for implementing the Purchase Card Program within the Village. The Treasurer (Program Administrator) is the Village's primary representative to the purchasing card vendor. This individual is responsible for card issuance, card cancellation and communicating to the purchasing card vendor, who, within the Village, receives the cards, monthly billings, additional statements and management reports.

Outline of Purchase Card Procedures:

1. Cardholder orders product or service directly from supplier.
2. Supplier processes the order.
3. The PSE checks for compliance with applicable limits.
4. The supplier delivers the product or service.
5. The PSE arranges payment to the supplier in as few as three business days.
6. The PSE issues individual monthly statements to the Cardholders and a master statement to the Program Administrator to verify purchases.
7. The Village sends a single payment to the PSE.
8. The Village uses various management information reports to review and analyze spending.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

B. Policy

The current small purchases limit is \$999 per transaction. Any purchase of \$1,000 and over, requires a purchase order along with competitive quotes and/or bids. **The Village of Lemont is liable for authorized charges made using the card.** Purchase cards shall be used for **official** Village of Lemont purchases only. Use of the card for personal items is not permitted. Efforts should be made to use vendors who accept the purchasing card where appropriate in order to maximize administrative cost savings. If the employee has questions on the appropriate use of the Purchasing Card, the employee should contact the Assistant Village Administrator.

C. Procedures

1. Card Issuance

Purchasing Cards will be issued to individuals who have a need as determined by their Department Head and approved by the Assistant Village Administrator. Examples of individuals requiring a Purchasing Card are:

- Anyone with authority to order supplies and materials.
- Anyone who reconciles and resolves procurement problems.
- Anyone who has a demonstratable need for the card to avoid spending personal funds on Village business and later being reimbursed by the Village.
- Anyone who needs to make frequent purchases while away from their usual work location.

The ideal Cardholder will meet all four criteria. Former employees, non-employees such as contractors, are not eligible to obtain purchasing cards.

To obtain a Purchasing Card:

1. Obtain an Application/Acknowledgement Form from the Purchasing Card Program Administrator. See Appendix A-1 for a sample Application/Acknowledgement Form.
2. The employee must complete the application including the Department Head's signature.
3. Send the completed application with original signatures to the Assistant Village Administrator. **The application should be accompanied with a memorandum from the Department Head recommending the appropriate Card Profile to be applied.**
4. Attend a training orientation and receive the Purchasing Card. The Purchasing Cards are issued with the name of the Cardholder and the Village of Lemont names embossed on the front.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

2. Card Profiles

The Village has established a list of profiles for which each employee will be appropriately placed by the Department Heads. These profiles will be maintained by the Finance Department. The Finance Department will monitor limits and restrictions and make changes when appropriate. The following profiles have been established:

- Profile A:
 - Maximum dollar limit per transaction = \$999
 - Maximum dollar limit per month: = \$2,500
 - Merchant Restriction: authorized list of approved vendors
 - Travel/Entertainment Restriction: no travel or entertainment charges allowed. (Employee)

- Profile B:
 - Maximum dollar limit per transaction = \$999
 - Maximum dollar limit per month = \$5,000
 - Merchant restriction: none
 - Travel/Entertainment Restriction: no travel or entertainment charges allowed. (Employee)

- Profile C:
 - Maximum dollar limit per transaction = \$999
 - Maximum dollar limit per month = \$5,000
 - Merchant restriction: none
 - Travel/Entertainment Restrictions: travel and entertainment charges permitted. (Supervisor)

Department Heads may elect Cardholder restrictions from the following available options:

1. **Dollar limits per transaction:** This limit allows Department Heads to designate the maximum dollar amount for Cardholders to spend on each purchase or transaction. At the point-of-sale, the PSE verifies that the purchase amount falls within the approval transaction limit. If the amount requested for authorization exceeds the limit, the authorization is denied.

2. **Dollar limits per Cardholder:** This limit allows Department Heads to designate the total amount an employee can spend during the monthly billing cycle. A running balance is maintained by the PSE that increases with each authorized charge until the Cardholder reaches the assigned monthly limit. If the limit is reached before the end of the billing cycle, new attempts for authorization are denied.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

3. Cancellation of Card

- Cardholders must return the Purchase Card to the Village Program Administrator immediately upon request or upon termination of employment.
- It shall be the responsibility of the Department Heads to ensure all cancelled cards are collected from the employee prior to the employee leaving and forwarded to the Program Administrator to be destroyed.
- It is imperative the Cancellation Form Appendix A-4 (obtained from Program Administrator) be processed in an expedited manner.

4. Changes

The Village Program Administrator must be contacted when changes need to be made to existing purchasing cards. If a new purchasing card needs to be issued, the Cardholder should receive the replacement card in 7-10 business days. The old card, unless it is lost, must be turned in to the Program Administrator before the replacement card will be issued. The Department Head should utilize the Program Maintenance Worksheet (located at Appendix A-2) to:

- Make name changes,
- Change mailing address,
- Increase or decrease spending limit/restrictions,
- Card replacement, or
- Change accounting information contained on the card's magnetic tape.

The Program Maintenance Worksheet should be provided to the Village Program Administrator to effect the changes. The approximate time to complete a change is 3 to 5 business days after receipt by the PSE. Requests can be faxed to the PSE at (800) xxx-xxxx or emailed to www.chase.com/businesscards by the Village Program Administrator.

5. Purchasing Card Security

Authorized use of the Purchasing Card is limited to the person whose name appears on the face of the card. The Purchasing Card must not be loaned to another person; however, the Card may be used to make purchases for an employee in the department.

The Purchasing Card, or any document containing the card account number, should be kept in an accessible but secure location. The account number on the purchasing card should not be posted or left in a conspicuous place. **The account number must not be faxed to vendors.**

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

If the Purchasing Card is lost or stolen, the Cardholder must immediately notify the Village's Program Administrator **and** the PSE at (800) 346-5538.

The Village is liable for the use of the Purchasing Card by authorized users, provided that the use is within the single per transaction dollar limit. The Village of Lemont does not accept liability for the following:

- Unauthorized use of the Purchasing Card.
- Account numbers that are fraudulently used.
- Purchases made with stolen or lost cards that are beyond the maximum limit of \$50, and after discovery and reporting to the PSE of card loss or theft.
Exception: If the PSE investigation finds the employee used the card for personal gain the Village becomes liable.

6. General Requirements for Card Use

Department Heads shall require Cardholders to maintain a Transaction Log Worksheet (Appendix A-3) of the purchases to allow monitoring of spending limits and reconciliation of purchasing activity to the monthly purchase and statement. A new Transaction Log Worksheet should be established at the beginning of each new billing cycle. To use the Purchasing Card, the Cardholder should take the following steps:

- 1) Identify a vendor that sells the goods and services needed.
- 2) Call, go on-line, or go to the vendor's place of business and place the order.

7. Ordering Procedures

- Information to provide a supplier:
 - Provide the vendor with Cardholder name and card number.
 - Expiration date of the Card.
 - Remind the supplier that the Village is exempt from Sales Tax. The vendor will verify the account number with the PSE. The spending limit will be checked electronically for compliance with applicable limits.
 - Business ship-to address.
 - Preferred methods of shipment, i.e., FOB Destination, freight prepaid and allowed.
 - **Please Note: The purchasing card number should not appear anywhere on the exterior of the package. This number is CONFIDENTIAL!**
 - Record order on Transaction Log Worksheet for reconciliation when receiving the goods and matching to the charge card statement.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

- Information to obtain from supplier:
 - Order confirmation or tracking number.
 - Base cost of purchase.
 - Anticipated delivery date.
 - Freight cost, if available.

- Retain all documentation pertaining to the purchase. When the vendor delivers the order, or the order is picked up, documentation of the purchase (such as sales receipt or packing slip) should accompany the order. The documentation must be kept on file by the Cardholder for reconciliation to the charge card statement.

- Enter the purchase information in the Cardholder's purchasing log worksheet. The Purchasing Log Worksheet should be designed to meet the needs of the department. The Purchase Log Worksheet should contain, but not be limited to, the following information.
 - Department name
 - Cardholder name
 - Account number of purchasing card
 - Date of purchase
 - Vendor name
 - Description of purchase
 - Amount of purchase
 - Account number to charge

- Returns, Credits and Disputed Items

In most cases, disputes can be resolved directly **between the Cardholder and the vendor** that provides the goods and services. The Cardholder must use the following guidelines when returning an item or for other disputed items such as sales tax charged:

- If an item needs to be returned for any reason, the Cardholder should send the item back to the vendor in the manner agreed upon.
- Returns of material to suppliers must be handled as credits and treated as separate transactions.
- Returns are not to be handled as exchanges or combined with other purchases.
- A separate transaction must be placed to re-order the correct material.
- **Cash refunds are not allowed under any circumstances!!**

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

- Call the supplier as soon as possible. Promptness is important.
- Obtain supplier's Return Authorization Number, i.e. approval to return.
 - Information to give to supplier:
 - Card Number
 - Name
 - Phone number
 - Confirmation number/packing slip number
- The vendor should issue a credit for items that are returned or for sales tax inadvertently charged. This credit will appear on a subsequent charge card statement.
 - Confirm that the supplier will issue the credit to the purchase card. This should be an outstanding item on the Transaction Log Workset until the credit appears on the monthly charge card statement.
- If the cardholder and the vendor cannot resolve an issue, the Cardholder should dispute the charge in writing to the PSE by faxing a completed dispute form (Appendix A-5) with a copy to the Finance Department. The PSE will process and investigate the dispute on the Cardholder's behalf and assist in the resolution. A temporary credit will be issued pending final resolution.
- If there is still a problem, contact the department head or the Finance Department.

8. Charge Card Statement Reconciliation

- Department Procedures

1. Overview:

- The Purchasing Charge Card billing cycle is approximately 30 days in length.
- The PSE mails Cardholders statements approximately three to four days after the cut-off date. Given mail cycles, the statement can be received as late as the 7th of the month.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

- Cardholders record transactions and attach appropriate receipts to the Transaction Log Worksheet. The Department Head signs the Worksheet to document review and approval. The Village President or Finance Trustee signs the Transaction Log Sheet of the Village Administrator. (note, if the president gets a purchasing card the Finance Trustee should review and approve the presidents log).
- Department Head forwards the Worksheet and supporting documentation to Finance Department. **No later than the 5th of the month following the end of the billing cycle.**

2. Reconciliation Procedures:

The department is responsible for retaining documentation of purchases and returns and reconciling them to the monthly Transaction Log Worksheet. The following guidelines are recommended for reconciliation:

- The Cardholder shall be required to retain a receipt, invoice or other appropriate supporting documentation for each and every purchase made on the credit card.
- The Cardholder will match and attach all such receipts to the Transaction Log Worksheet in the same order as the transactions appear on the statement and sign and date the statement, and notate on the report, "okay to pay."
- The department head will review the cardholder's Transaction Log Worksheet, make the appropriate changes (account numbers), initial with authorized signature and forward all information to the Finance **Department by the 5^h of each month.** Continued delinquencies in forwarding statements to the Finance Department **shall** result in the loss of credit card privileges.
 - The Cardholder's Transaction Log Worksheet must be signed by the Cardholder; reviewed, approved and signed by the Department Head.
- If at any point a Cardholder, Department Head or Finance Department employee identifies an issue that would otherwise cause the Village to be paying the wrong amount to the PSE, it is imperative that communication be initiated to all appropriate personnel involved in the process.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

- All supporting documentation pertaining to the purchases and returns on the statement should be kept on file with the Purchasing Log Worksheet until disposition in accordance with Village policies.

3. Discrepancies

- Discrepancies should be noted on the Purchasing Log Worksheet for subsequent resolution. It is the Cardholder's responsibility to first work with the applicable vendor, then directly with the PSE in order to resolve the issue with temporary credits issued during pending investigation by the PSE.
 - All unresolved issues should be brought to the attention of the Department Head and if necessary, then to the Finance Department.

9. Charge Card Statement Payment Guidelines

- **Finance Procedures**

The Finance Department is responsible for processing payments to the PSE. The following guidelines must be observed when processing payments:

- Upon receipt of the monthly invoice from the PSE the Finance Department will reconcile all of the Transaction Log Worksheets to the master statement received from the PSE.
- Upon receipt of supporting documentation and reconciliation to the invoice (completeness, accuracy), the supporting documentation will be attached to the invoice and filed accordingly.
- Such supporting documentation should be received by the 5th of the month the statement is received. For those departments that do not meet such timelines, appropriate follow-up should be conducted by the Program Administrator with continued delinquencies of the department resulting in the loss of credit card privileges.
- An annual analysis will be performed by the Program Administrator that will compile the following information using the PSE reports as appropriate detail.
 - Total volume of transactions and dollar amount of transactions for which a credit card was used.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

- Top vendors by volume of transactions report generated (to be used to identify vendors that may be subject to credit card purchases).
 - Comparison of credit card purchases to non-credit card purchases analysis by volume of transactions and by dollar of transactions with trend analysis performed in subsequent years.
- The payment due date is established by the terms of the contract with the PSE. The due date will be based upon the cycle date selected by the Village. **The PSE must receive payment within 21 days after the statement cycle date.** Do not adjust due date for holidays or weekends. Example: If the charge card billing cutoff date is 3/01/11 the due date is 3/21/11.

D. Management Information

Management Information Reports

The PSE provides Departments detailed management information reports that enable the Village to monitor Cardholder usage, policy compliance, and frequency of vendor usage. Over 30 reports are available. Some of the Management information reports currently available include:

Account Spending Analysis Detail	Account Statement
Account Spending Analysis	Cost Allocation Detail
Card Program Analysis	Account Status
Merchant Category Monthly Summary	Line Item Detail
Merchant Detail	Merchant Exception
Merchant Supplier Summary	Account Activity Exception

- **1099 Reporting**

Payments made to vendors using the purchasing cards may be subject to 1099 reporting. The Finance Department is responsible for adding 1099 reportable payments to individual vendor payment totals for proper 1099 reporting.

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

- **Internal Controls**

Department Heads must develop and document internal control procedures to ensure that all approved monthly statements are turned into Finance by the 5th of each month. The department procedures must:

- Ensure the Transaction Log Worksheets have been reviewed and approved by the Cardholder's supervisor and that the appropriate expense accounts have been charged.
- Ensure unacceptable materials and incomplete services are documented on the Purchasing Log Worksheet and the purchaser took the appropriate corrective action with the vendor, and
- Ensure the original payment processing documents are sent to the Finance Department and a copy is maintained in a department file for audit purposes.
- The Finance Department will perform "spot" post-audits of charge card transaction activity to ensure compliance with the procedures contained herein

- **Records Retention**

Records should be maintained for a period of seven years after final payment.

**Chase Bank/Village of Lemont
APPLICATION/ACKNOWLEDGEMENT FORM**

Your use of the Chase Bank Village Purchasing Card issued to you is subject to the following terms and conditions. You must comply with the terms and conditions as part of the terms and conditions of your employment.

1. You are being entrusted with a valuable tool – a Village purchase card – and will be making financial commitments on behalf of the Village. You should strive to obtain the best value for the Village by using existing Village and State Contract suppliers where possible.
2. You understand the Village is liable to Chase Bank for all charges made on the purchase card.
3. You must use this purchase card for approved purchases only and must not charge personal purchases. The Village will audit the use of this purchase card and report and take appropriate action on any discrepancies.
4. You must follow the policy and procedures in the Village Purchase Card Policy and Procedures document established by the Village for the use of the purchase card. Failure to do so may result in either revocation of your use privileges or other disciplinary action, including termination of employment.
5. You will be given a copy of the Village Purchase Card Policy and Procedures document. You are required to read and follow the requirements of the purchasing card use.
6. You must return the purchase card immediately upon request or upon termination of employment (including retirement). Should there be any organizational change which causes your cost center to change, you must return the purchase card and arrange for a new one, if appropriate.
7. If the purchase card is lost or stolen, you must notify the Village Purchasing Card Program Administrator and Chase Bank at 1-800-346-5538 immediately.
8. The Village or Chase Bank may change the purchase card terms and conditions or its policy and procedures concerning the use of the purchase card and you must comply with those changes. Any changes will be accomplished by Addendum to the Village Purchase Card Policy and Procedures document.

As the employee being issued the purchase card, I have read and understand the terms and conditions stated above.

Employee name:

Department name:

Employee signature (print and sign)

Date

Phone:

As the employee's Department Head, I acknowledge that I am responsible to ensure that the employee abides by the above conditions. I am responsible for taking appropriate action in situations involving misuse of the purchase card. I am responsible for notifying the Village Purchasing Card Program Administrator to cancel the purchase card if the Cardmember is terminated for any reason, or if the Cardmember transfers to another Department within the Village. I am also responsible for making certain that any reports I receive are checked for accuracy.

Cardmember Department Head name _____

Cardmember Department Head Signature (signature required) _____

The Village of Lemont
Chase Purchase Card Policy & Procedures
Adopted: October 24, 2011

A-2

Chase Bank Corporate Purchasing Care PROGRAM MAINTENANCE WORKSHEET

Prepared by: _____ Date: _____
Signature: _____ Control Account #: _____

Part I: CARDMEMBER INFORMATION (complete all information in this section)

Date: _____ Name of Company: _____
Cardmember Account #: _____ Business Mailing Address: _____
Name of Cardmember _____ City: _____ State: _____ Zip _____

Part II: MAINTENANCE

Name Change

Cardmember name as it appears: _____ Cardmember name as it should appear: _____

Address Change

Current Business Mailing Address: _____

New Business Mailing Address: _____

Employee ID/Cost Center/Universal Changes

Employee ID (maximum 10 characters): _____

Cost Center (maximum 10 characters): _____

Universal (maximum 25 characters): _____

Social Security Number: _____

Permanent Limit/Restriction Changes

Temporary Limit/Restriction Changes

Type of limit	Increase	Decrease	Amount	Type of limit	Increase	Decrease	Amount
Type of limit	Increase	Decrease	Amount	Type of limit	Increase	Decrease	Amount

Add or delete: _____ Dates from: _____ To: _____

Type of restriction: _____ Type of restriction: _____

Card Replacement

Cancellation Reinstatement

Lost	Stolen	Not Received	Cancellation	Reinstatement
Embossing Error		Mutilated	Other	Reason:

Comments: _____

Account Transfer

From: _____ To: _____
Account Number: _____ Account Number: _____
Cardmember Name: _____ Cardmember Name: _____

The undersigned hereby requests a name change be effected and a Corporate Purchasing Card be issued as indicated herein and renewed and replaced until the undersigned gives notice to cease. By requesting the name change, the undersigned understands that Chase Bank will cancel any outstanding Corporate Purchasing Cards issued under the former name. Undersigned further agrees to destroy such Cards issued under the former name.

Send to:
Village of Lemont Finance Department
(630) 243-2708

Signature: _____

Village of Lemont Purchasing Card

TRANSACTION LOG WORKSHEET

Date	Supplier Name	Order No.	Item/service Description	Total \$	Tax/N-Tax	Account No.	Received Date	Statement Date	Comments

Cardmember Name: _____ / ^a/c# _____ of _____ Sheet: _____ of _____
 Department: _____ Approval: _____

Village of Lemont
Purchase Card Policy and Procedures
Adopted: October 24, 2011

A-4

**Chase Bank/Village of Lemont
Purchasing Card Cancellation Form**

Cardholder Name: _____

Account Number: _____

Requestor's Name: _____
(if different than cardholder)

Reason for cancellation:

_____ Termination of employment

_____ Loss of purchasing card privileges

_____ Other: _____

Please submit completed form to the Program Administrator.

Approved: _____ Date: _____
Program Administrator

E-mail completed form to: **tfriedly@lemont.il.us**. Print a copy of the sent file and retain with cardholder file.

Village of Lemont
Purchase Card Policy and Procedures
Adopted: October 24, 2011

A-5

(include copy of Chase dispute form)

NOTE: Please provide a detailed explanation of the above dispute



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #115-11
Village Board of Trustees

FROM: Charity Jones, AICP, Village Planner

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

SUBJECT: Resolution of Support, Route 66 Trail

DATE: October 19, 2011

SUMMARY

Recently the Route 66 Trail Executive Council sent the Village a copy of the Route 66 Trail Concept Plan and requested that the Village show its support for the concept plan via a resolution.

The Route 66 Trail Concept Plan suggests changing the existing Route 66 Trail alignment to reduce the amount of on-road travel and make use of existing regional off-road trails. This alignment will mean the new trail will not follow the historic Route 66 corridor as closely as the existing trail alignment, but it will make the trail more accessible to broader audience of cyclists. For Lemont, the proposed trail alignment means the Route 66 Trail will follow the Centennial Trail, rather than a route following the Waterfall Glen Trail /101st Street / International Parkway. Under the new proposed alignment, Lemont will be better positioned to capture spending from trail visitors. Therefore, staff recommends the adoption of a resolution of support for the Route 66 Concept Plan.

BOARD ACTION

Vote on the attached resolution.

ATTACHMENTS

1. A Resolution Supporting the Route 66 Trail from Chicago to Granite City, Illinois.

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE CONCEPT PLAN FOR THE ROUTE 66
TRAIL FROM CHICAGO TO GRANITE CITY, ILLINOIS.**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24TH DAY OF OCTOBER, 2011**

**PUBLISHED IN PAMPHLET FORM BY
AUTHORITY OF THE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE
OF LEMONT, COOK, WILL AND DUPAGE
COUNTIES, ILLINOIS,
THIS 24TH DAY OF OCTOBER, 2011**

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CONCEPT PLAN FOR THE ROUTE 66 TRAIL FROM CHICAGO TO GRANITE CITY, ILLINOIS.

WHEREAS, our community near historic Route 66, once known as Illinios's Mother Road, recognizes the significance of this historic route to our cultural attractions, recreational opportunities, and economic viability; and

WHEREAS, during its 85-year history, Route 66 has attracted thousands of travelers to stop and sample communities' local history and special flavors due to the abundance of Route 66 icons, and today we see the value of giving bicycle and other non-motorized users the chance to recapture a bit of the past in an enjoyable, healthy way; and

WHEREAS, many communities and organizations along the 375-mile route from Chicago to Granite City are working in cooperation with the Route 66 Trail Executive Council and are building segments of the Trail, along with joint efforts to raise public awareness and to implement route improvements; and

WHEREAS, we recognize the trail will be a key recreational and educational experience for bicyclists of all levels, from local recreational riders to cross-country tourists, with the potential to become a national/international bike attraction;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont to express our support of the Route 66 Trail Concept Plan. We request the appropriate government officials take action to begin working with the Route 66 Trail Executive Council on the implementation of the plan.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 24th day of October, 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 24th day of October, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Brian K. Reaves #116-11
Village Board of Trustees

FROM: Charity Jones, Village Planner and James A. Brown, Planning & Economic
Development Director

THRU:

SUBJECT: **Complete Streets Policy**

DATE: 19 October 2011

BACKGROUND

At both the July and September Committee of the Whole meetings trustees and staff discussed the adoption of a "Complete Streets" policy for Lemont. The Complete Streets policy will:

- Take into consideration the needs of all residents, not just motorists.
- Not unduly increase project costs. The policy provides for a wide variety of bicycle and/or pedestrian accommodations of varying price points and allows for exceptions when the cost of these accommodations are excessively disproportionate to the need or probable use.
- Ensure all appropriate staff elements are involved in planning decisions regarding roadway construction and re-construction.

Lemont's development of a Complete Streets policy is being funded through the Cook County Department of Public Health's Communities Putting Prevention to Work – Model Communities program. The program's goal is to fund policy and environmental change that will enable suburban Cook County residents to live more active lifestyles and thereby improve public health. Complete Streets are one component in creating a more walkable and bikeable, and therefore a healthier, community.

The Illinois Department of Transportation has its own policy addressing bicycle and pedestrian accommodations, commonly referred to as the IDOT Complete Streets Policy. Lemont's draft policy has significant differences with IDOT's and, we believe, provides better guidelines to accomplish the goal of accommodating all road users. Below is a table highlighting some key differences between Lemont's draft Complete Streets policy and IDOT's policy and implementation guidelines (BDE).

IDOT	Lemont
Flexible on the need and firm on the types of improvements when a need is proven.	Firm on the need for improvements, but flexible on the types of improvements based on the surrounding context of a given street.
Focuses on the width of existing roadways, not local needs.	Acknowledges the need for context sensitivity, surrounding land use.
Not flexible: Focus on allowing bike lanes, sidewalks and sidepaths, to the exclusion of other kinds of accommodations. All expensive, all hinge on the condition of widening of roadway.	Flexible: Allows many different types of improvements (e.g. intersection treatments, road diets, signal timing improvement, pedestrian refuge islands or painted medians, and improved signage, in addition to bike lanes and sidewalks). Many different options of varying price tags.
IDOT's Policy and selection table are generally a requirement to install bike lanes, sidewalks or sidepaths.	A promise to do the best with its existing resources. Example: If you can't afford to improve a sidewalk, you can still improve pedestrian safety by restriping narrower travel lanes that calm traffic. If you can't afford to build a refuge island you can paint a median and install signs.
Regardless of need, only installs improvements on road-widening projects, unless the public gets involved. Exceptions granted when the existence of need is proven, and is demonstrated by an engaged public.	Assumes need for multimodal accommodations everywhere. Exceptions granted when an absence of need is proven.

BOARD ACTION

Vote on the attached Complete Streets policy resolution. Staff recommends approval.

Attachment:
Resolution Adopting a Complete Streets Policy

VILLAGE OF LEMONT

RESOLUTION NO. _____

RESOLUTION ADOPTING A COMPLETE STREETS POLICY

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24TH DAY OF OCTOBER, 2011**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Lemont, Cook, Will and DuPage Counties,
Illinois on this 28th day of October, 2011.**

RESOLUTION NO. _____

RESOLUTION ADOPTING A COMPLETE STREETS POLICY

WHEREAS, Complete Streets are designed to provide users with multiple transportation choices including walking, bicycling and public transit as well as driving; and

WHEREAS, walking, bicycling and public transit are efficient travel modes used by the residents of Lemont for a variety of reasons; and

WHEREAS, it is the intent of Lemont to provide transportation options to maximize the independence and mobility of its aging population; and

WHEREAS, studies have shown that obesity and related diseases can be prevented through increased physical activity such as walking and bicycling; and

WHEREAS, the majority of households in Lemont are within one mile of a retail district, a school or a park, and within three miles of a shopping center; and

WHEREAS, the Village Board has adopted a Green Lemont Initiative which seeks to create a conservation ethic among all of the local taxing bodies and among the residents of Lemont; and

WHEREAS, bicycling, walking and transit are environmentally-responsible forms of transportation that promote conservation and air quality; and

WHEREAS, Complete Streets can foster human, environmental and economic development in the Village of Lemont;

THEREFORE BE IT RESOLVED by the Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, that the Village of Lemont hereby adopts a Complete Streets Policy, the goals, elements, and procedures of which are as follows:

SECTION 1: Goals. The Village of Lemont will seek to accommodate the safety and access of all users of the roadway, regardless of their age, ability, or travel mode. A need and desire for access, safety and related treatments and facilities for pedestrians, bicyclists and transit users shall be assumed in all areas of the Village. The Village of Lemont will use a flexible and innovative approach to achieving a connected network of Complete Streets that complement their surrounding context, character, and land use. This network will be developed through single projects and incrementally through a series of smaller improvements

or maintenance activities over time.

SECTION 2: Applicability. Complete Streets will be incorporated into all roadway projects and all phases of roadway projects including planning, programming, design, construction, maintenance, and operations. Exceptions to such applicability of the Complete Streets policy are:

- a) A given project involves a roadway where pedestrian and/or bicycle travel is prohibited by law;
- b) The cost of bicycle and/or pedestrian accommodations for a given project is excessively disproportionate to the need or probable use;
- c) A given project is planned for a roadway that has been established as a private road prior to the adoption of this policy.

SECTION 3: Planning and Review.

- a) The Village of Lemont is developing an active transportation plan in the fall of 2011 to guide the development of a more accessible transportation network and to provide strategies for Complete Streets policy implementation. Based on these strategies, the Village will develop performance goals and a review process to ensure that roadway projects meet community needs in accordance with this policy.
- b) The Village of Lemont shall take formal initiative to engage in proactive coordination with private developers and external agencies, including the Illinois Department of Transportation and the Cook County Highway Department, and seek to ensure that roadways and intersections within the Village of Lemont meet the local community standards in accordance with this Resolution, regardless of jurisdiction.
- c) The Village Administrator, Director of Planning & Economic Development, Director of Public Works, and Village Engineer will:
 - Monitor the implementation of this policy Review all new roadway projects and other Complete Streets-related improvements to ensure consistency with this Resolution.
 - Review any requests for exceptions to the Complete Streets policy and related documentation before providing them to the Village Board with a recommendation.
 - Provide periodic progress reports on the development of the Complete Streets network to the Village Board.

SECTION 4: Standards. The Village will provide training opportunities to

staff and elected officials tasked with implementing the Complete Streets policy as needed. All relevant Village staff shall review and update as necessary their plans, manuals, rules, regulations, and programs to reflect the principles of this resolution.

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 24th day of October, 2011.

AYES NAYS ABSTAIN ABSENT

**Debby Blatzer
Paul Chialdikas
Clifford Miklos
Ron Stapleton
Rick Sniegowski
Jeanette Virgilio**

Approved by me this 24th day of October, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: Common Interest Agreement

date: October 20, 2011

BACKGROUND/HISTORY

In September, the Village Board authorized Village staff to proceed with being added as an Plaintiff with RTA and other municipalities in the case The Regional Transportation Authority, et al v. City of Kankakee, et as. As we move forward the Village Attorney needs authorization to approve the Common Interest Agreement with the ability to make minor changes and proceed forward as needed with the law suit.

RECOMMENDATION

Staff is recommending approval of said resolution

ATTACHMENTS (IF APPLICABLE)

- Resolution Approving Common Interest Agreement

Resolution No. _____

A Resolution Approving Common Interest Agreement

WHEREAS, a law suit has been filed in the Circuit Court of Cook County, Illinois, entitled *The Regional Transportation Authority, et al., v. City of Kankakee, et al.*, Case No. 2011 CH 29744 (“RTA Litigation”);

WHEREAS, the Village President and Board of Trustees of the Village of Lemont find that it is in the best interest of the Village to enter into a Common Interest Agreement with The Regional Transportation Authority and other units of local government relating to the RTA Litigation.

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

SECTION ONE: The Common Interest Agreement, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Village Attorney is authorized to execute the Common Interest Agreement, to make minor changes to the document prior to execution which do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

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

Privileged and Confidential Common Interest Agreement

This Common Interest Agreement ("Agreement") by and between The Regional Transportation Authority, the Village of Tinley Park, the Village of Forest View, the Village of Lemont, and the Village of Stickney (collectively referred to as the "Parties" or the "Parties to this Agreement") with respect to the lawsuit styled as *The Regional Transportation Authority, et al. v. City of Kankakee, et al.*; Civil Action File No. 11-CH-29744; filed in the Circuit Court of Cook County, Illinois ("the Litigation"), and any other proceedings of any nature that may relate to the subject matter of the Litigation, whether brought against the Parties or against any person or entity related to or affiliated with them.

The Litigation presents certain legal and factual issues of common interest to the Parties to this Agreement, thus requiring joint efforts in exchanging information and confidences, including information and confidences that are subject to the attorney-client privilege, work product, or other privileges or protections. The Parties and their counsel agree that communication and disclosures between them on matters of common concern are essential to the effective representation of the Parties in the Lawsuit.

The purpose of this Agreement is to maintain the protections afforded to communications, documents and other materials by the attorney-client privilege, the work product doctrine, the self-critical examination privilege, the trade secret doctrine, the common interest privilege, or any other privilege or protection (collectively, "Confidential Communications") such that the disclosure among the Parties to this Agreement and their counsel of Confidential Communication does not waive or otherwise alter any such privilege or protection.

1. *Oral Confidential Communications.* The undersigned counsel and their respective Parties agree that there is a mutuality of interest in the Litigation or any related proceedings. In order to avoid any suggestion that privileges for Confidential Communications have been waived, it is agreed that past and future oral communications by and between (a) the undersigned counsel; (b) other counsel for the Parties, including in-house counsel; (c) agents or designees of counsel acting at counsel's direction or under counsel's supervision, (d) representatives of the Parties acting at counsel's direction or under counsel's supervision; and (e) joint interviews of prospective witnesses in connection with the Lawsuit, or any related proceedings, are Confidential Communications and are protected from discovery and from disclosure to any third party by the Parties' respective attorney-client privileges and attorney's work product protections, pursuant to the "common interest" doctrine.

2. *Written Confidential Communications.* It is further agreed that all information, documents, materials, technical reports and analyses, client and witness statements, interviews, memoranda of law, debriefing memoranda, factual summaries, transcript digests, document indices and such other material and information, recorded in whatever media, that is otherwise

protected from discovery and disclosure to third parties may be exchanged between the Parties to this Agreement and their counsel.

Such materials and information exchanged between the undersigned firms or among counsel for the Parties in connection with the Lawsuit or any related proceedings shall constitute Confidential Communications, and will remain protected from discovery and disclosure to any third party by the Parties' respective attorney-client privileges and work product protections, pursuant to the "common interest doctrine."

3. *Nondisclosure.* Confidential Communications referred to in paragraphs 1 and 2 of this Agreement shall not be disclosed to third parties without the prior written consent of the counsel who made the information available in the first instance, or by an order of court. Moreover, none of the Parties may disclose the existence of this Agreement or its contents to anyone not a party to this Agreement without prior written approval of all Parties, unless required to do so by court order. This nondisclosure provision does not prevent or prohibit any Party or its counsel from asserting the common interest doctrine in support of any objection in any hearing, discovery response, proceeding, or deposition. In the event that a Party is served with a subpoena or other form of compulsory process seeking disclosure of information obtained pursuant to this Agreement, that Party shall promptly notify the other Parties so as to afford them the opportunity to seek appropriate protection from disclosure of such information.

4. *No Agency Relationship.* This Agreement shall not create any agency relationship among the Parties. Accordingly, no Party shall have the authority to waive any applicable privilege on behalf of any other Party, nor shall the conduct of any Party deemed to constitute a waiver of a privilege be imputed to any other Party.

5. *Withdrawal.* Any Party to this Agreement is free to withdraw upon fourteen (14) days prior written notice to all other signatories, in which case this Agreement shall no longer apply to the withdrawing party but shall continue to protect all Confidential Communications disclosed to the withdrawing party and its counsel prior to their withdrawal. A withdrawing Party and its Counsel shall immediately return all copies of all written Confidential Communications, and all other common interest materials and copies thereof received from any other Party to this Agreement. A withdrawing Party and its counsel shall continue to protect all Confidential Communications and other information disclosed to them or otherwise learned or obtained by them prior to withdrawal, and shall be bound by this Agreement in all other respects.

6. *Disputes Between Parties.* Nothing in this Agreement shall affect any claims or defenses that may be asserted by one Party to this Agreement against the other.

7. *Admissibility of Confidential Communications and Derivative Information.* No oral or written Confidential Communication not otherwise obtainable or discoverable except by virtue of this Agreement shall be admissible in evidence in any proceeding arising from a claim made by one party to this Agreement against another Party to this Agreement. Likewise, no

evidence obtained by any Party that would not have been obtained except as a result of disclosure of Confidential Communications under this Agreement shall be admissible in any proceeding arising from a claim made by one Party to this Agreement against another Party. The Party disclosing such Confidential Communications in the first instance shall bear the burden of proving that the proffered evidence would not have been obtained except as a result of the disclosure of Confidential Communications.

8. *No Duty of Production.* This Agreement does not create a duty or obligation on the part of the undersigned to provide, produce or otherwise disclose or exchange any documents, Confidential Communications, or other information with any other counsel or Party.

9. *No Limitation of Discovery/Cross-Examination.* Nothing in this Agreement shall prevent or limit the efforts of any Party to obtain information from the other Parties through formal discovery. Nothing in the Agreement shall limit the use or disclosure of information obtained independently of the common interest efforts described herein, or of Confidential Communications obtainable or that would be discoverable notwithstanding this Agreement. Each Party further understands and agrees that if the Party (or its representative) testifies at trial or any related proceeding, counsel for the other Parties may cross-examine the Party, and neither the existence of this Agreement, nor the fact that counsel has obtained information pursuant to this Agreement, shall be grounds to prevent or disqualify counsel from conducting such cross-examination.

10. *No Conflict of Interest.* Nothing contained in this Agreement, including the production of information or materials contemplated by this Agreement, shall be the basis of a claim of conflict of interest asserted by any of the Parties to this Agreement against counsel for any other Party so long as such counsel is acting in the course of his/her representation of his/her client Party.

11. The Parties agree and acknowledge that the decision to enter into this Agreement and to participate in the activities contemplated by this Agreement is based upon the exercise of the independent judgment of each of the Parties after consultation with their respective counsel.

12. The Parties understand and agree that their interests may be adverse, that each Party's attorney must represent his or her own client and no other, and that this Agreement does not create an attorney-client or fiduciary relationship between any lawyer and any client other than the client by whom the lawyer and his or her firm have signed below. The Parties recognize that circumstances may arise in which an attorney or law firm, while participating in this Agreement, may become adverse to another Party to this Agreement. Accordingly, after receiving advice of its own counsel, each Party consents to such adverse representations. The Parties agree that the participation of any of the undersigned counsel in this Agreement will not be used as a basis for seeking to disqualify any counsel from representing his or her client in the Lawsuit or any related proceedings.

13. Except as otherwise provided herein, all Confidential Communications shall be used solely in connection with the Litigation.

14. If any Party to this Agreement for any reason is no longer a party to the Lawsuit, such party shall share its Confidential Communications with the other signatories of the Agreement and such communications shall be treated and maintained as privileged and confidential in accordance with the terms of this Agreement as set forth above.

15. This Agreement and the covenants herein contained are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder. This Agreement shall be binding upon the successors and assigns of each Party and its counsel. No transaction resulting in a succession or assignment shall release any Party or counsel from their respective duties and obligations under this Agreement.

16. Nothing herein shall waive or limit the right of any Party to assert any present or future claim for relief or cause of action against any other Party.

17. Subject to the written Agreement of all Parties, additional individuals or entities may be permitted to join this Agreement.

18. This Agreement may be executed in multiple counterparts, each of which shall constitute an integrated and enforceable whole.

19. Any modification of this Agreement other than in writing signed by all Parties shall be void.

20. This Agreement constitutes the entire Agreement of the Parties concerning the exchange of information among them in connection with their joint defense of the Lawsuit.

21. This Agreement shall be governed, construed and enforced under the substantive laws of the State of Illinois, regardless of the substantive law that might otherwise govern under any applicable principles of conflicts or choice of laws.

By execution of this Agreement, each of the undersigned certifies that the contents of this Joint Defense Agreement have been explained to their respective Parties, and that each agrees to be bound and abide by the understandings reflected herein.

By: _____

By: _____

Counsel for Regional Transportation Authority

Counsel for Village of Forest View

By: _____

Counsel for Village of Tinley Park

By: _____

Counsel for Village of Lemont

By: _____

Counsel for Village of Stickney



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

phone (630) 257-1590
fax (630) 243-0958

Building Department

phone (630) 257-1580
fax (630) 257-1598

**Planning & Economic
Development**

phone (630) 257-1595
fax (630) 243-0958

Engineering Department

phone (630) 243-2705
fax (630) 257-1598

Finance Department

phone (630) 257-1550
fax (630) 257-1598

Police Department

14600 127th Street
phone (630) 257-2229
fax (630) 257-5087

Public Works

16680 New Avenue
phone (630) 257-2532
fax (630) 257-3068

www.lemont.il.us

EXECUTIVE SESSION AGENDA

OCTOBER 24, 2011

- I. SETTING THE PRICE FOR REAL ESTATE
- II. PERSONNEL
- III. PENDING LITIGATION