



Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

NOVEMBER 14, 2011 - 7:00 P.M.

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

AGENDA

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
 - A. APPROVAL OF MINUTES
 - B. APPROVAL OF DISBURSEMENTS
- IV. MAYOR'S REPORT
 - A. PROCLAMATION FOR LEMONT KNIGHTS OF COLUMBUS COUNCIL #1599 (VV)
 - B. POLICE CADET AWARDS (VV)
 - C. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - B. ORDINANCES
 1. ORDINANCE AMENDING CHAPTER 15 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO ADDITIONAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS, 2006 EDITION AS AMENDED (RC)
(ADMINISTRATION/BUILDING DEPT.)
(REAVES/STAPLETON)(WEHMEIER/SCHAFFER/BUETTNER)
 2. ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAXES ALTERNATIVE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING PUBLIC FACILITIES AND IMPROVEMENTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)
 3. ORDINANCE AUTHORIZING THE ISSUANCE OF INCREMENTAL TAXES/GENERAL SALES TAXES/REVENUE SHARING RECEIPTS ALTERNATIVE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING GATEWAY TIF REDEVELOPMENT PROJECT COSTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

4. **ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, TAXABLE SERIES 2011, TO FINANCE GATEWAY TIF REDEVELOPMENT FACILITIES FOR THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
5. **ORDINANCE AMENDING MISCELLANEOUS ADMINISTRATIVE FEES (RC) (ADMINISTRATION/PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFER/SHAUGHNESSY)**

C. RESOLUTIONS

1. **RESOLUTION TO APPROVE A SCHEMATIC DESIGN CONTRACT FOR VILLAGE HALL (RC) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
2. **RESOLUTION APPROVING AN INTERGOVERNMENTAL DATA SHARING AGREEMENT WITH THE COOK COUNTY ASSESSOR'S OFFICE (RC) (PLANNING & ED)(STAPLETON)(BROWN/JONES)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

1. **2011 PROPERTY TAX LEVY ESTIMATE (WEHMEIER/SCHAFER/NONA)**

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
October 24, 2011**

The regular meeting of the Lemont Village Board was held on Monday, October 24, 2011 at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

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

1. September 26, 2011 Village Board Meeting.

B. Approval of Disbursements

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

IV. MAYOR'S REPORT

A. Motion by Stapleton and seconded by Blatzer to approve a Proclamation for Pancreatic Cancer Awareness Month of November. Voice Vote: 6 ayes. Motion passed.

B. Discussed the veto session in Springfield and the repercussions for the Village government.

C. Leaf burning is a violation in the Village of Lemont. Do not put leaves in the streets.

D. Will County will work with Dacott Energy for lower rates. It will be on a referendum for our residents also.

E. A certificate of recognition was given to Dawn Banks from the Police Department for her contributions to the Kops for Kidz Day.

F. AUDIENCE PARTICIPATION - AGENDA ITEMS

V. CLERK'S REPORT

A. Correspondence

B. Ordinances

1. Ordinance O-65-11 Amending the Unified Development Ordinance. Motion by Chialdikas, seconded by Miklos to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.

2. Ordinances O-66-11 Amending the Sidewalk Café License. Motion by Stapleton, seconded by Chialdikas to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.

3. Ordinances O-67-11 Approving a Façade Grant. Motion by Blatzer, seconded by Miklos to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.

C. Resolutions

- 1. Resolution R-74-11 Approving Subrecipient CDBG Grant.** Motion by Blatzer, seconded by Miklos to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.
- 2. Resolution R-75-11 Approving Purchasing Policy.** Motion by Blatzer, seconded by Miklos to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.
- 3. Resolution R-76-11 Approving Purchase Card Policy.** Motion by Miklos, seconded by Stapleton to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.
- 4. Resolution R-77-11 of Support for Route 66 Trail.** Motion by Blatzer, seconded by Virgilio to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.
- 5. Resolution R-78-11 Approving Complete Streets Policy.** Motion by Stapleton, seconded by Virgilio to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.
- 6. Resolution R-79-11 Approving RTA Sales Tax Lawsuit.** Motion by Miklos, seconded by Sniegowski to adopt said ordinance. Roll call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton: ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

Public Works projects will be completed by Thanksgiving. Some projects are more complicated than was first thought, but we are progressing.

The railroad crossing on Holmes Street will be closed and fixed.

VIII. BOARD REPORTS

Trustee Virgilio – Tuesday night is Fright Night at the Historic Society. Saturday is Halloween Hoedown. The parade starts at American Legion Park to the Safety Village. Adults in costume will gather downtown that night.

IX. STAFF REPORTS

Community Development – Over 400 responses were received regarding a survey on community development. They will be reviewed.

Police – Trick or Treat hours are from 3:00 – 6:30 p.m. on October 31st. The Police Benevolent Fund will have a fundraiser on Sunday, October 30th, at 3 Corners.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

Officer Tully reviewed the preliminary actuarial results regarding the Police Pension Fund

XII. EXECUTIVE SESSION

Motioned by Chialdikas, seconded by Blatzer, to move into the Executive Session for the purpose of discussion on Setting the Price of Real Estate.

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 9:43 p.m. Voice vote: 6 ayes. Motion passed.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT	DIST
01 1ST AYD CORPORATION				329.65	
504139		10-17-61100			329.65
			SUPPLIES		
01 AMALGAMATED BANK OF CHICAGO				1941910.94	
11-10-20 2355		23-00-82102	2004 WELL 6 INT	94352.50	
11-10-20 2355		23-00-82101	2004 WELL 6 PRIN	270000.00	
11-10-20 2386		23-00-82210	2005 REF INT	17695.00	
11-10-20 2386		23-00-82205	2005 REF PRIN	195000.00	
11-10-20 2387		14-00-82540	2005 BOND INT	25007.50	
11-10-20 2387		14-00-82530	2005 BOND PRIN	65000.00	
11-10-20 2438		17-11-82430	2005 TIF REF INT	43136.25	
11-10-20 2438		17-11-82425	2005 TIF REF PRIN	435000.00	
11-10-20 2914		30-11-82302	2007 TIF INT	54787.50	
11-10-20 2914		30-11-82301	2007 TIF PRIN	100000.00	
11-10-20 3079		14-00-82560	2007A PSB INT	151880.00	
11-10-20 3079		14-00-82550	2007A PSB PRIN	200000.00	
11-10-20 3109		14-00-82570	2008 PSB PRIN	55000.00	
11-10-20 3109		14-00-82580	2008 PSB INT	36635.00	
11-10-20 3373		35-00-82313	2009 SSA PRIN	65000.00	
11-10-20 3373		35-00-82314	2009 SSA INT	37356.25	
11-10-20 4131		30-11-82304	2010 TIF INT	34415.00	
11-10-20 4427		23-00-82202	2010A BAB INT	61645.94	
01 ARCHON CONSTRUCTION CO INC				100187.64	
10444-2		25-00-573200	STATE/WARNER		100187.64
01 AES				1925.00	
11004094		34-00-70700	GATEWAY TIF		1925.00
01 AVAYA FINANCIAL SERVICES				834.97	
20353155		10-20-70100	P/D PHONE SYSTEM		834.97
01 AMAUDIT				561.84	
401		22-05-54400	GAS CONTINGENCY	62.07	
401		10-90-53900	PHONE CONTINGENCY	469.38	
401		10-15-53000	ELECTRIC CONTINGE	30.39	
01 AFTERMATH INC				95.00	
JC2011-0047		10-20-57000	PRISONER		95.00
01 AMERICAN SEALCOAT				6027.00	
11-10-05		10-15-60900	SEALCOAT 520 KEEP	400.00	
11-10-09		10-15-60900	SEALCOAT P/W	4977.00	
11-10-17		10-15-60900	SEALCOAT V/H	650.00	
01 AT&T				1065.93	
11/10-0436		22-10-54150	GLENNS CONNEMARA	40.76	
11/10-0448		22-10-54150	CHESTNUT XING	39.31	
11/10-0459		22-10-54150	OAK TREE	43.00	
11/10-0958		10-90-53900	PHONES	131.52	
11/10-1230		22-10-54150	EAGLE RIDGE	40.73	
11/10-1468		10-90-53900	PHONES	93.13	
11/10-1598		10-90-53900	PHONES	127.43	
11/10-1609		22-10-54150	KOHL'S/TARGET	45.62	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	DESCRIPTION	AMOUNT	DIST
	11/10-1739	22-05-54400		WELL #6		86.58
	11/10-1982	22-10-54150		RUFFLED FEATHERS		39.87
	11/10-2290	22-05-54400		WELL #3		98.35
	11/10-2474	10-90-53900		PHONES		120.14
	11/10-5271	22-10-54150		HARPERS GROVE		40.52
	11/10-5936	22-05-54400		WELL #4		43.36
	11/10-6421	22-05-54400		WELL #5		36.50
	11/10-9539	22-10-54150		KEEPATAW TRAILS		39.11
01 AVALON PETROLEUM COMPANY					17580.52	
	007553	10-17-61500		FUEL		7623.00
	546695	10-17-61500		FUEL		3824.96
	546696	10-17-61500		FUEL		3420.56
	546697	10-17-61500		FUEL		2712.00
01 AVAYA INC					360.42	
	2731436173	10-90-53900		PHONES		360.42
01 A&W AUTO, TRUCK & TRAILER					307.29	
	31267	10-15-70200		OTHER EQUIPMENT		307.29
01 AIR 1 WIRELESS					236.19	
	AIR10IN3640	10-90-53900		PHONES		12.74
	AIR10IN3658	10-90-53900		PHONES		202.21
	AIR10IN3660	10-90-53900		PHONES		21.24
01 AZAVAR					809.19	
	8619	45-00-56600		CONTINGENCY PMT		809.19
01 BALLARD, THOMAS					104.63	
	11-10-19	10-60-52100		SEMINAR		104.63
01 BURKE ELECTRICAL CONSTRUCTION					488.40	
	22311	10-35-57515		SWITCHES		488.40
01 BATTERY SERVICE CORPORATION					495.75	
	215394	10-17-61100		BATTERIES		199.70
	215575	10-17-61100		BATTERIES		10.90
	215974	10-17-61100		BATTERIES		285.15
01 COMCAST CABLE					69.32	
	11-10-22	10-90-53900		INTERNET		69.32
01 CLOSED CIRCUIT INNOVATIONS					730.00	
	4842	80-00-70100		V/H CAMERAS		205.00
	4842	72-00-57000		P/G CAMERAS		200.00
	4842	75-00-57000		M/L CAMERAS		325.00
01 CONCRETE CLINIC					142.26	
	199333	10-15-60900		SUPPLIES		80.94
	199361	10-15-60900		SUPPLIES		50.97
	199380	10-15-60900		SUPPLIES		10.35
01 CCP INDUSTRIES INC					492.86	
	INO0776805	10-15-60900		MAINT SUPPLIES		56.48
	INO0777414	10-15-60900		MAINT SUPPLIES		347.99
	INO0780974	10-17-61400		GLOVES		88.39
01 CINTAS DOCUMENT MANAGEMENT					58.47	
	DD25126461	10-10-60100		SHREDDING		58.47

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CDW GOVERNMENT LLC				4672.42	
	1469392	80-00-70100	ADOBE UPGRADE	2740.29	
	1572798	80-00-70100	ADOBE UPGRADE	193.29	
	ZWQ7450	80-00-70100	COMPUTER BACKUPS	349.41	
	ZWZ1660	80-00-70100	COMPUTER PARTS	64.80	
	ZXR9393	80-00-70100	COMPUTER	1135.28	
	ZZB1107	80-00-70100	COMPUTER PARTS	189.35	
01 COMED				7927.64	
	11/10-0007	10-15-53000	STREET LIGHTING	141.02	
	11/10-2027	10-15-53000	STREET LIGHTING	4567.48	
	11/10-6066	10-15-53000	STREET LIGHTING	1765.91	
	11/10-8014	10-15-53000	STREET LIGHTING	18.27	
	11/11-2009	10-15-53000	STREET LIGHTING	439.09	
	11/11-2063	10-15-53000	KA STEEL PATH	26.09	
	11/11-3015	10-15-53000	STREET LIGHTING	79.16	
	11/11-3016	10-15-53000	STREET LIGHTING	33.01	
	11/11-4009	10-15-53000	STREET LIGHTING	55.45	
	11/11-7033	10-15-53000	STREET LIGHTING	116.91	
	11/11-9011	10-15-53000	STREET LIGHTING	381.59	
	11/11-9017	10-15-53000	STREET LIGHTING	303.66	
01 CHIPAIN'S FINER FOODS				20.87	
	1057831013	10-15-60100	SUPPLIES	20.87	
01 CHASE				1656.61	
	11-11-01	10-60-52100	LEMA TRAINING	235.20	
	11-11-01	10-90-56500	TASC	400.00	
	11-11-01	10-30-52100	PARKING	15.00	
	11-11-01	10-20-52500	CERT STAMP	30.50	
	11-11-01	10-20-60100	SUPPLIES	119.91	
	11-11-01	10-20-57000	REPAIR	825.00	
	11-11-01	10-05-52100	MAYORS MEETING	31.00	
01 CASTLETOWN HOMES INC				6500.00	
	100448	10-00-28200	R-12970 WATERFORD	1000.00	
	11-10-25	10-00-28400	R-12970 WATERFORD	5000.00	
	11-10-25	10-00-28210	R-12970 WATERFORD	500.00	
01 CHICAGO INTERNATIONAL TRUCKS				2654.58	
	13010237	10-17-61100	PARTS	99.96	
	13010547	10-17-61100	PARTS	865.58	
	13010638	10-17-61100	PARTS	358.13	
	13011696	10-17-61100	PARTS	156.92	
	1301663	10-17-57000	REPAIR	1173.99	
01 CASE LOTS INC				1142.15	
	035687	10-35-61015	SUPPLIES	739.50	
	035688	10-35-61000	SUPPLIES	402.65	
01 CURRIE MOTORS				39556.00	
	H5821	22-05-70300	2 F150 TRUCKS	38056.00	
	H5822	10-17-57000	STROBE LIGHTS	1500.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CONSTRUCTION MANAGEMENT CORP	11206-1	17-11-571200	CANAL/LEMONT	16019.82	16019.82
01 CRAWFORD, MURPHY & TILLY INC	08211-03	22-10-56300	CSO MONITORING	5307.00	3115.00
	90685	22-10-56300	ENGINEER		2192.00
01 COLLEGE OF DUPAGE	11-09-16	10-20-52100	TRAINING	275.00	275.00
01 COPENHAVER CONSTRUCTION	11044-2SF	25-00-547200	HILLVIEW DITCH	6719.80	6719.80
01 CAREY C COSENTINO, PC	11-11-14	10-90-56430	PROSECUTION	1500.00	1500.00
01 CHICAGO PARTS SOUND	419433	10-17-61100	PARTS	497.28	114.92
	421311	10-17-61100	PARTS		75.56
	422740	10-17-61100	PARTS		306.80
01 CIVIC PLUS	93320	80-00-70100	IT SUPPORT	1050.00	1050.00
01 CIRCLE TRACTOR	222024	10-17-61100	PARTS	28.40	13.62
	222153	10-17-61100	PARTS		14.78
01 D CONSTRUCTION CO	10452-3SF	25-00-575200	STEPHEN ST	25364.80	25364.80
01 DISCOVERY BENEFITS	272490	10-90-53100	FSA EXPENSE	55.00	55.00
01 DOHERTY BARB	11-11-1	22-00-20005	REFUND	150.33	150.33
01 DUSTCATCHERS	25445	10-35-57500	FLOOR MATS	225.61	74.73
	26311	10-35-57515	FLOOR MATS		76.15
	26312	10-35-57500	FLOOR MATS		74.73
01 ECHO DESIGN GROUP LLC	89048	17-00-56900	TIF MARKETING	225.00	225.00
01 EAST JORDAN IRON WORKS	3434583	22-10-60650	SUPPLIES	963.18	963.18
01 ELITE TRANSMISSION	7433	10-17-57000	REPAIR TRANS	1917.18	1917.18
01 EXELON ENERGY INC	100367700250	22-10-54150	RUFFLED FEATHERS	22707.92	326.51
	100367900250	22-10-54150	HARPERS GROVE		51.95
	100368000250	22-10-54150	OAK TREE		137.21
	100368100250	22-05-54400	WELL #6		11030.37
	100523800250	22-10-54150	KEEPATAW TRAILS		156.43
	100523900250	22-05-54400	WELL #5		8224.13
	100539200250	22-10-54150	GLENNS CONNEMARA		118.36
	100673200250	72-00-57450	PARKING GARAGE		876.16
	11/10-6114	22-05-54400	WELL #4		1786.80

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 FIRST ADVANTAGE OCCUPATIONAL S	1096432	10-90-56500	EMPLOYEE TESTING	31.22	31.22
01 FILEMAKER INC	4360701	80-00-70100	FILEMAKER LICENSI	1098.00	1098.00
01 FLEETPRIDE	44430581	10-17-61100	PARTS	412.18	270.86
	44644631	10-17-61100	PARTS		141.32
01 FLEET SERVICES	27026883	10-17-61500	FUEL	1580.21	303.05
	27634060	10-17-61500	FUEL		1277.16
01 FRANK NOVOTNY & ASSOCIATES INC	00228-04	10-30-56300	COVINGTON KNOLLS	24595.41	143.00
	02115-37	22-15-54110	NPDES		860.78
	02227-08	10-30-56300	MAYFAIR ESTATES		214.50
	03318-03	10-30-56300	MAEGAN MEADOW		286.00
	04151-10	10-30-56300	ENGR		235.00
	04151-10	10-00-29400	PASS THRU PLAN CO		61.74
	05382-12	10-30-56300	GLENS OF CONNEMAR		143.00
	05472-10	10-30-56300	ATLANTIS BANQUET		71.50
	05482-03	10-30-56300	PRAIRIE KNOLLS		143.00
	06028.GE-24	10-15-56300	GEN ENGR		286.00
	06051-10	10-15-56300	ENGR		19.95
	07171-14	40-00-56300	ENGR		71.50
	07281-03	10-15-56300	GENERAL ENGR		136.25
	08041-15	17-11-561100	ENGR MAIN ST		620.37
	08271-08	10-30-56300	LEARNING EXPERIEN		214.50
	09202-03	10-25-56600	ENGR		70.00
	09213-01	10-15-56300	ENGR		69.00
	09273-04	25-00-565100	BELL RD		1539.75
	09353-02	22-05-56300	ENGR		70.00
	09395-03	22-05-56300	AGGREKO WATER SER		630.00
	10041-03	17-11-581100	ENGR ILLINOIS ST		143.00
	10049-02	10-15-56300	COVINGTON DR		90.00
	10136-03	22-10-57050	SSES		376.40
	10180-01	10-15-56300	402 ILLINOIS ST		175.00
	10180-02	10-15-56300	402 ILLINOIS ST		432.00
	10197-01	22-05-56300	ENGR		70.00
	10232-01	10-15-56300	ENGR		70.00
	10245-02	10-15-56300	ENGR		210.00
	10253-01	10-15-56300	SCHAKEL DRAINAGE		477.00
	10277-01	10-15-56300	ENGR		2250.00
	10290-01	10-15-56300	ENGR		260.00
	10299-01	10-15-56300	1382 STATE ST		70.00
	10300-01	10-15-56300	ADA WORK		124.00
	10320-01	10-15-56300	A/K DETENT BASIN		420.00
	10322-01	10-15-56300	LONG COVE DRAINAG		140.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	10367-01	10-15-56400	1286 WOBURN DR	280.00	
	10404-02	10-15-56300	GEN ENGR	429.00	
	10446-01	10-15-56300	16646 W 127TH ST	140.00	
	11022-01	25-00-575100	ENG CDBG	939.79	
	11024-01	25-00-565100	ENGR BELL RD	286.00	
	11025-02	10-15-56300	GENERAL ENGR	71.50	
	11032-02	10-15-56300	GEN ENGR	500.50	
	11059-01	40-00-56300	ENGR MFT	6132.38	
	11112-02	10-15-56300	GEN ENGR	1691.50	
	11120-01	22-05-56300	ENGR	71.50	
	11133-02	40-00-56300	MFT	1501.50	
	11139-01	10-15-56300	GEN ENGR	71.50	
	11151-01	22-15-54110	NPDES	71.50	
	11154-01	10-15-56300	GEN ENGR	71.50	
	11159-01	22-10-56300	ENGR	214.50	
	11236-02	10-30-56300	KAHLES CASE 11-04	357.50	
	11245-01	10-15-56300	1026 WALTER	71.50	
	11284-01	10-30-56300	GENERAL ENGR	71.50	
	11298-01	10-15-56300	STEEPLES DRAINAGE	143.00	
	11299-01	10-15-56300	THORNBERRY DRAINAGE	214.50	
	11300-01	10-15-56300	WHEELER DRAINAGE	71.50	
01 FLEET SAFETY SUPPLY				127.52	
53916		10-17-61100	PARTS		127.52
01 GARCIA, PAULETTE				242.54	
11-10-21		10-20-61400	UNIFORM SHIRTS		78.27
11-10-26		10-20-60100	SUPPLIES		37.44
11-10-21		10-20-60100	SUPPLIES		126.83
01 GILMAN CONSTRUCTION CO				1000.00	
110406		10-00-28200	R-360 KROMRAY		1000.00
01 GT MECHANICAL INC				3325.00	
1100014825		10-35-57500	HVAC CONTRACT		3325.00
01 GUARANTEED TECH SERV & CONSULT				2630.00	
2009569		80-00-70100	IT SUPPORT		400.00
2009599		80-00-70100	IT SUPPORT		960.00
POST-201		80-00-70100	SPAM SVC		1270.00
01 HD SUPPLY WATERWORKS				315.00	
3760336		22-05-60850	MAINT SUPPLIES		315.00
01 HOMER INDUSTRIES LLC				950.00	
S41897		22-05-54300	DUMPING		100.00
S41911		22-05-54300	DUMPING FEES		200.00
S41934		22-05-54300	DUMPING		50.00
S41948		22-05-54300	DUMPING FEES		100.00
S41959		10-15-52900	DUMPING		50.00
S41995		22-05-54300	DUMPING FEES		50.00
S42005		22-05-54300	DUMPING FEES		50.00
S42012		22-05-54300	DUMPING FEES		200.00
S42050		10-15-52900	DUMPING FEES		50.00

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	DESCRIPTION	AMOUNT	DIST
	542101	10-15-52900		DUMPING		50.00
	542125	10-15-52900		DUMPING FEES		50.00
01 HOPPY'S LANDSCAPING	6374	10-15-57400		SERVICE	875.00	875.00
01 HARD ROCK CONCRETE CUTTERS	133597	10-15-57400		STREET CUTTING	695.00	695.00
01 ILLINOIS CRIME PREVENTION ASSO	11-11-14	10-20-52100		LUNCHEON	20.00	20.00
01 ILLINOIS DEPT OF EMPLOYMENT SE	0614024147	10-90-54000		UNEMP CLAIMS	290.00	290.00
01 INTEGRITY FIRE EQUIPMENT					765.30	
	31188	10-35-57500		EXTINGUISHERS		153.06
	31188	72-00-57000		EXTINGUISHERS		153.06
	31188	75-00-57000		EXTINGUISHERS		153.06
	31188	10-35-57505		EXTINGUISHERS		153.06
	31188	10-15-57000		EXTINGUISHERS		153.06
01 INKWELL LTD					335.98	
	55869	10-20-60100		SUPPLIES		46.51
	55912	22-05-60100		OFFICE SUPPLIES		198.82
	55962	10-20-60100		SUPPLIES		90.65
01 IPELRA	11-11-14	10-10-52100		SEMINAR	70.00	70.00
01 I R M A					3067.07	
	11-09-30	10-15-53200		P/W DEDUCT		1103.87
	11-09-30	10-20-53200		P/D DEDUCT		1963.20
01 JCM UNIFORMS					808.75	
	659544	10-20-61400		UNIFORM PANTS		209.85
	659545	10-20-61400		SHIRTS/PANTS		509.05
	659547	10-20-61400		UNIFORM PANTS		89.85
01 JOHNSON DEPP & QUISENBERRY INC	11-11-03	10-61-56600		OAN CONSULTING	2981.24	2981.24
01 KARL, KEVIN & JENNIFER					6500.00	
	11-10-19	10-00-28400		R12 AUBURN CT		5000.00
	110053	10-00-28200		12 AUBURN CT		1000.00
	11-10-19	10-00-28210		R 12 AUBURN CT		500.00
01 K-FIVE CONSTRUCTION CORP					1330.90	
	88190MB	40-00-60900		BLACKTOP		179.31
	88288MB	40-00-60900		BLACKTOP		1151.59
01 KINGSWOOD ACADEMY	11-10-21	10-00-28060		ART & CULTURE	100.00	100.00
01 LINA EMBROIDERY	11-10-26	10-20-61400		EMBROIDERY	28.00	28.00
01 LIFCO CONSTRUCTION	09273-4F	25-00-565200		WEST SHORE	13058.50	13058.50
01 LAKES & RIVERS CONTRACTING INC	11043-1	25-00-517201		LOGAN DAM	19751.40	19751.40
01 LUDWIG'S INC					48.99	

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	11-11-06	10-20-60600	CANIDAE		48.99
01 MATHIAS, BRUCE	11-11-14	10-90-58100	13210 RED DR	583.01	583.01
01 MCLAUGHLIN MARTIN	990295	10-00-28200	R-12821 FALCON CT	1000.00	1000.00
01 MCMASTER-CARR SUPPLY CO.	97771544	10-15-60900	SUPPLIES	672.20	40.82
	99397611	10-15-60900	SUPPLIES		356.75
	99646740	10-15-61300	TOOLS		274.63
01 MIDWEST ENVIRONMENTAL CONSULTI	11-629	34-00-70700	GATEWAY TIF	4315.00	4315.00
01 MECCON INDUSTRIES	46886	25-00-567200	HOUSTON/STATE	506615.40	506615.40
01 MENARD'S	41024	22-05-60950	SUPPLIES	1.09	1.09
01 MARKET FEASIBILITY ADVISORS,LL	47	34-00-56600	FEASIBILITY STUDY	9000.00	9000.00
01 MCKEOWN, FITZGERALD, ZOLLNER,	11-09-20	10-90-56440	LEGAL LABOR	268.75	131.25
	11-09-30	10-90-56440	LEGAL LABOR		137.50
01 M&M GENERAL CONTRACTOR	990057	10-00-28200	R-13333 MAIN ST	1000.00	1000.00
01 MORRIS ENGINEERING INC	11-02450	10-15-56400	PLAN REVIEW	308.75	308.75
01 NORTH AMERICAN SALT CO	70740317	22-05-61050	SOFTENER SALT	4302.54	2084.81
	70740994	22-05-61050	WELL #6		2217.73
01 NICOR GAS	11/10-0043	22-10-54150	RUFFLED FEATHERS	313.84	76.48
	11/10-10005	22-10-54150	CHESTNUT XING		21.40
	11/10-2000	22-10-54150	OAK TREE LIFT		22.82
	11/10-20008	22-10-54150	KEEPATAW TRAILS		21.49
	11/10-4722	22-10-54150	EAGLE RIDGE		22.78
	11/10-8700	22-10-54150	SMITH FARM		20.62
	11/10-9378	22-05-54400	WELL #6		26.87
	11/10-9589	22-10-54150	TARGET KOHLS		22.35
	11/10=20004	22-05-54400	WELL #4		27.88
	11/10=20008	22-05-54400	WELL #3		51.15
01 NICOLET NATURAL SE INC	200162	10-35-61000	WATER	78.00	78.00
01 OCCUPATIONAL HEALTH CENTERS	1006383355	10-90-56500	EMPLOYEE EXAM	100.00	100.00
01 PDC LABORATORIES	697321S	22-05-56700	TEST SAMPLES	459.00	459.00
01 PINNER ELECTRIC INCORP	21587	40-00-60900	LIGHT MAINT	400.00	400.00
01 POLITZA, ROBERT				563.71	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	11-11-14	10-90-58100	13106 RED DR		563.71
01 POPLAWSKI, MARGARET	11-10-21	10-00-28060	ART & CULTURE	60.00	60.00
01	070490	10-00-28200	R-1241 PRAIRIE LN	1000.00	1000.00
01 QUINLAN SECURITY SYSTEMS	7927	10-15-57000	MAINT AGREEMENT	196.59	196.59
01 QUILL CORPORATION				479.56	
	7368856	10-10-60100	SUPPLIES		43.78
	7398503	10-10-60100	SUPPLIES		19.78
	7409011	10-10-60100	SUPPLIES		21.14
	7638340	10-10-60100	SUPPLIES		20.69
	7672276	10-10-60100	SUPPLIES		374.17
01 RAGS ELECTRIC				2394.62	
	7757	10-15-57400	CABLE NEW AVE		566.96
	7765	10-15-57400	LIGHT REPAIR		147.00
	7771	10-15-56400	STREET LIGHT		92.00
	7772	10-15-56400	ST LIGHT INSPECT		184.00
	7778	75-00-57000	METRA LOT		664.00
	7793	40-00-60900	LIGHT PARTS		457.68
	7805	40-00-60900	LIGHT PARTS		142.52
	7807	22-10-57150	CK CONTROL PANEL		92.00
	7813	10-35-57505	BATTERIES		48.46
01 RAINBOW PRINTING				1429.85	
	408456	22-05-60100	OFFICE SUPPLIES		89.95
	408470	22-05-60100	SUPPLIES		1339.90
01 ROD BAKER FORD				345.11	
	110569	10-17-61100	PARTS		291.71
	110846	10-17-61100	PARTS		53.40
01 RESICOM CUSTOM PAINTING & MAIN				100.00	
	11-11-08A	10-00-20001	REFUND		50.00
	11-11-08B	10-00-20001	REFUND		50.00
01 RAYSA & ZIMMERMANN, LLC				19934.00	
	19707-19708	10-90-56410	LEGAL CORPORATE		9256.22
	19840	10-90-56410	LEGAL		10677.78
01 SWALLOW CONSTRUCTION CORP				113539.19	
	10428-3	25-00-571200	NEW AVE		113539.19
01 SOUTHWEST CENTRAL DISPATCH				23616.14	
	11-10-20	10-20-53800	ASSESSMENT		23616.14
01 SCHINDLER ELEVATOR CORP				1060.00	
	7151497971	72-00-57000	ELEVATOR TESTING		1060.00
01 STANDARD EQUIPMENT CO				547.54	
	C69139	10-17-61100	PARTS		547.54
01 SURE-FIRE AUTO PARTS				532.76	
	11-10-20	10-20-57000	SUPPLIES		44.23
	11-10-31	10-17-61100	PARTS		488.53
01 SIKICH LLP				7756.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	132687	10-10-56600	FINANCE CONSULTIN		7756.00
01 SIMPLEXGRINNELL				1000.00	
67146579		10-35-57515	RPZ BACK FLOW		1000.00
01 SUBURBAN LIFE PUBLICATIONS				751.72	
541877		10-00-28500	MAYFAIR ESTATES		304.96
545660		10-00-29400	PASS THRU 11-13		225.88
548158		25-00-575100	CDBG NOTICE		220.88
01 SPRINT				39.99	
448842006-33		10-20-52600	PROJECT SHIELD		39.99
01 SEWER SYSTEM EVALUATIONS				4222.73	
11239-1		22-10-57050	SEWER TESTING		4222.73
01 STAPLES ADVANTAGE				142.10	
110740589		10-10-60100	SUPPLIES		142.10
01 STAPLETON, RON				605.54	
11-10-28		10-05-52100	IML CONFERENCE		605.54
01 SWAHM POOL				86055.96	
11/11		10-90-53100	HEALTH/LIFE INS		63928.37
11/11		22-15-53100	HEALTH/LIFE INS		20187.90
11/11		10-00-29550	COBRA		1939.69
01 SWANSON DESIGN				600.00	
11-10-21		10-00-28060	ART & CULTURE		600.00
01 SZYDLO, LENORE				560.18	
11-11-14		10-90-58100	13107 RED DRIVE		560.18
01 TOSHIBA FINANCIAL SERVICES				2821.80	
56354158		10-90-70100	LEASE PAYMENT		785.00
56364034		10-20-70100	COPIER/OVERAGES		1676.79
56404821		10-15-57000	COPIER LEASE		360.01
01 TASC				592.20	
3100159093		10-90-56500	FMLA ADMIN		592.20
01 THOMPSON ELEVATOR INSPECTION S				300.00	
11-3645		72-00-57000	ELEVATOR TESTING		300.00
01 TERZIAN, CAROL				50.54	
11-10-26		22-00-20005	REFUND		50.54
01 TIGERDIRECT				6892.00	
P35995460109		80-00-70100	SERVER EQUIPMENT		6527.00
P35995460110		80-00-70100	SERVER SUPPORT		365.00
01 T P I				4068.80	
6073		10-25-56400	PLAN REVIEWS		2528.80
6073		10-25-56550	BLDG INSPECTIONS		660.00
6073		10-25-56600	CONSULTING		560.00
6073		25-00-567100	INSPECTIONS		320.00
01 TERMINAL SUPPLY CO				228.02	
79984-00		10-17-61100	PARTS		184.32
79984-01		10-17-61100	PARTS		43.70
01 TREASURER, STATE OF ILLINOIS				3404.01	
38208		40-00-60900	TRAFFIC SIGNALS		3404.01
01 UNIFIRST CORPORATION				40.68	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	0610629338	10-17-57000	SHOP TOWELS		40.68
01 URBAN FOREST MANAGEMENT				833.75	
110939		10-30-56600	STREET TREE INSP		398.75
110940		10-30-56600	STREET TREE INSP		435.00
01 UNDERGROUND PIPE & VALVE CO				1680.44	
171076		22-10-60650	SEWER REPAIR		1680.44
01 UNITED SEPTIC INC				28909.81	
11240-2SF		22-10-57050	SEWER CLEANING		28909.81
01 UNITED STATES POSTAL SERVICE				600.00	
11-11-14		10-20-52300	POL POSTAGE		155.75
11-11-14		10-25-52300	BLDG POSTAGE		51.60
11-11-14		10-10-52300	AD/FIN POSTAGE		391.37
11-11-14		10-65-52300	ENVIRO COM POSTAG		1.28
01 UNITED STATES POSTAL SERVICE				3400.00	
11-11-14		22-05-52300	POSTAGE		3400.00
01 VERIZON BUSINESS				17.10	
05391804		10-90-53900	PHONES		17.10
01 VILLAGE OF ORLAND PARK				130.00	
10599		10-35-57515	PRISONER WATCH		130.00
01 VULCAN MATERIALS CO				497.23	
637938		40-00-60900	STONE		497.23
01 WINTER EQUIPMENT CO				175.05	
IV12614		10-17-61100	PARTS		175.05
01 WASTE MANAGEMENT				1120.55	
3295		10-15-52900	DUMPING FEES		1096.55
4379409-200701		10-15-52900	SERVICE		24.00
01 WATER RESOURCES INC				362.53	
26757		22-05-70200	METERS		362.53
01 WESTERN REMAC INC				229.20	
39950		17-00-56900	TIF MARKETING		229.20
01 WEST SIDE EXCHANGE				1167.42	
K60217		10-17-57000	REPAIR		1167.42
01 WENTWORTH TIRE SERVICE INC				284.80	
408313		10-17-61100	TIRES		244.80
408488		10-17-57000	TIRE REPAIR		40.00
01 WHISTLE WHILE WE WORK INC				2740.00	
11-10-31		10-35-57500	V/H CLEANING		1200.00
11-10-31		10-35-57515	P/D CLEANING		1200.00
11-10-31		10-35-57505	S/V CLEANING		240.00
11-10-31		75-00-57350	METRA STATION		100.00

** TOTAL CHECKS TO BE ISSUED 3166479.87

FUND

AMOUNT

FUND	AMOUNT
GENERAL FUND	232417.96
GENERAL DEBT SERVICE	533522.50
T.I.F.	495373.64
WATER & SEWER FUND	136004.82
W & S ALT REV BOND	638693.44
WATER/SEWER CAPITAL IMPROVE FUND	788543.15
DOWNTOWN CANAL DIST. T.I.F.	189202.50
GATEWAY T.I.F.	15240.00
SPEC SVC AREA	102356.25
MOTOR FUEL TAX	13937.72
ROAD IMPROVEMENT FUND	809.19
PARKING GARAGE FUND	2589.22
PARKING LOT FUND	1242.06
GENERAL CAPITAL IMPROVEMENTS	16547.42
*** GRAND TOTAL ***	3166479.87

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

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 LEMONT CURRENCY EXCHANGE 414	11-11-09	11/09/11 10-17-61100	66021 LICENSE PLATE FEE	57.00	57.00
01 SECRETARY OF STATE 414	11-11-09A	11/09/11 10-17-61100	66019 LICENSE PLATE FEE	105.00	105.00
01 SECRETARY OF STATE 414	11-11-09B	11/14/11 10-17-61100	66020 LICENSE PLATE FEE	105.00	105.00
01 SAINT PATRICKS PARISH 412	11-09-09	11/14/11 25-00-550200	66018 IL/STATE WATER	14463.34	14463.34

** TOTAL MANUAL CHECKS REGISTERED 14730.34

=====
 REPORT SUMMARY
 =====

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	3166479.87	14730.34	3181210.21
TOTAL CASH	3166479.87	14730.34	3181210.21

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	232417.96	267.00	232684.96
14	533522.50	.00	533522.50
17	495373.64	.00	495373.64
22	136004.82	.00	136004.82
23	638693.44	.00	638693.44
25	788543.15	14463.34	803006.49
30	189202.50	.00	189202.50
34	15240.00	.00	15240.00
35	102356.25	.00	102356.25
40	13937.72	.00	13937.72
45	809.19	.00	809.19
72	2589.22	.00	2589.22
75	1242.06	.00	1242.06

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
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DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
80	16547.42	.00	16547.42
TOTAL DISTR	3166479.87	14730.34	3181210.21

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

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

WHEREAS, on December 10, 2011, the Lemont Knights of Columbus Council #1599 will celebrate the 100th Anniversary of the Council; and

WHEREAS, the Knights of Columbus was founded upon the firm principals of Charity, Unity, Fraternity and Patriotism to support the precepts of the Catholic faith through their works in the Church, Family, Council, Youth and Community; and

WHEREAS, the Knights, through their fundraising efforts, generate thousands of dollars in which 100% of these funds are donated to civic organizations that service mentally challenged people in the Village of Lemont; and

WHEREAS, through their efforts, the Council created the Boys Camp Scholarship Fund, ensures interpreters are present at masses for the hearing impaired, supports youth sport groups, and donates many volunteer hours for civic projects; and

WHEREAS, the Knights financially support efforts of relief to natural disaster areas of our state, nation and other countries. They contribute to the food pantries in helping those less financially fortunate, and support their parishes when the need calls; and

WHEREAS, the Council, consisting of over 60 members, are acknowledged in their participation in earning degrees of training and awareness of being a Knight in service. Fourth Degree members, often in tux, cape, plume hat and swords, escort bishops and priests and provided funeral and community services.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, hereby express our sincerest appreciation and gratitude to the Lemont Knights of Columbus Council #1599, and congratulate them on the occasion of their 100th Anniversary; and hereby call upon all citizens of the Village of Lemont to join in commemorating our local Knights for their devotion, dedication, contributions and generosity for their services to the residents of Lemont.

Dated at Lemont this 14th day of November 2011

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ed Buettner, Building Commissioner

Subject: Amending Lemont Building Code

date: Nov 9, 2011

BACKGROUND/HISTORY

The Village of Lemont and the Lemont Fire Protection on a reoccurring basis work to review their codes cooperatively. One item that had been raised by area developers and staff members centered on the concern for a townhouse or duplex projects had a requirement for CMU block wall and sprinkler systems.

Based on discussions between the two entities, the recommended ordinance allows for two options either a) have a CMU block wall; no sprinklers or b) have a sprinkler with a 2 hr rated dry wall system. Both these options allow for a cost feasible options while ensuring the public safety of occupants.

RECOMMENDATION

Staff recommends approving amendment.

ATTACHMENTS (IF APPLICABLE)

Ordinance Amending Chapter 15 of Lemont Municipal Code

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 15 OF THE LEMONT, ILLINOIS
MUNICIPAL CODE RELATING TO ADDITIONAL AMENDMENTS TO THE
INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY
DWELLINGS, 2006 EDITION AS AMENDED**

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

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

ORDINANCE NO. _____

**An Ordinance Amending Chapter 15 of the Lemont, Illinois Municipal Code
Relating to Additional Amendments to the International Residential Code for One and
Two Family Dwellings, 2006 Edition as Amended**

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

WHEREAS, the Village Board finds that certain model building codes, including residential codes, may be adopted and amended by municipalities; and,

WHEREAS, the Village Board further finds that the residential codes of the Village may be amended to provide for the protection of the public health, safety, morals and welfare, and is otherwise in the public interest; and,

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

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

SECTION 2: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended by in the manner and form shown below with additions being underlined, so that Section 15.06.020 (28) shall hereafter provide as follows:

(28) *Section R317.2 Townhouses.* Delete in its entirety and in lieu thereof substitute the following new section R317.2:

Section R317.2 Townhouses. Townhouses shall be vertically separated by a U.L. listed self-supporting, structurally independent masonry wall with a minimum fire-resistance rating of not less than 2-hours. Where the exception of Section R317.2.2(2) is chosen, the joint system shall be sealed at the top of the wall with an approved U.L. listed, 2-hour rated joint sealant system. In addition, said masonry separation wall shall be void of any membrane penetrations or through penetrations. If

townhouses are stacked one above the other, they shall be horizontally separated by a U.L.-listed pre-cast concrete floor/ceiling assembly with a minimum fire-resistance rating of no less than 2-hours. Exterior soffits, mansard roofs and other similar features shall be firestopped in line with, and as an extension of, the required dwelling unit separation wall with construction having a minimum fire resistance rating of 2-hours. The requirement of a structurally independent masonry wall shall not be required for any approved subdivision currently under construction where building plans have been approved for the following subdivisions: Limestone Development, Singer Landings, Ashbury Wood Phase III and Woodglen Subdivision.

Exception: The townhouses may be vertically separated by a U.L. listed, self-supporting, structurally independent gypsum board assembly with a minimum fire resistance rating of not less than 2-hours where the entire building or structure is fully protected by an approved fire sprinkler system.

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

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

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

(Remainder of this Page intentionally blank)

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,
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 Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Preliminary Bond Ordinance and Debt Certificates
date: November 10, 2011

BACKGROUND/HISTORY

The Village has been towards long term goals. Due to various advantageous timing, it appears to be the best time to move forward in the execution of these projects. One key component is financing to proceed forward. As part of this, there are two preliminary bond ordinances to begin this process. Subsequent to this there will be a hearing on Dec 12, 2011 and the final authorizing ordinance on January 9, 2012. In addition, prior to the closing of the bonds, some interim financing is required. As such, there is a third ordinance authorizing debt certificates, that will be refunded upon the issuance of the bonds.

RECOMMENDATION

Staff is recommending approving these ordinances.

ATTACHMENTS (IF APPLICABLE)

- An Ordinance Authorizing the Issuance of the General Sales Taxes Alternative Revenue Source Bonds of the Village of Lemont, Cook, DuPage and Will Counties, Illinois for the Purpose of Financing Public Facilities and Improvements, and Related Facilities Improvements and Costs
- An Ordinance Authorizing the Issuance of Incremental Taxes/ General Sales Taxes/ Revenue Sharing Receipts Alternative Revenue Source Bonds of the Village of Lemont, DuPage and Will Counties, Illinois, for the Purpose of Financing Gateway TIF Redevelopment Project Costs, and Related Facilities, Improvements and Costs
- An Ordinance Authorizing the Issuance of General Obligation (Limited Tax) Notes to Provide Interim Financing for Redevelopment Facilities for the Village of Lemont, Cook, DuPage and Will Counties, Illinois and Providing the Details of Such Notes, and Related Matters.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAXES ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING PUBLIC FACILITIES AND IMPROVEMENTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS

PREAMBLES

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), operates in accordance with the provisions of the Illinois Municipal Code [Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Local Government Debt Reform Act (collectively, the “**Act**”)] and is entitled to receive a certain distributive revenue share of proceeds of the Retailers’ Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, and subject to any prior lien or pledge, “**General Sales Taxes**”) imposed, collected and distributed pursuant to applicable law; and

WHEREAS, the Municipality’s (the “**Corporate Authorities**”) has determined that it is advisable, necessary and in the best interests of the Municipality’s public health, safety and welfare to finance expansion of the Veteran’s Memorial Parkway, Village Hall remodeling, repair and rehabilitation, technology improvements, miscellaneous capital facilities and improvements, capitalized interest, and related facilities, improvements and costs (which may be undertaken in one or more phases, the “**Project**”); and

WHEREAS, the estimated Municipality’s costs of the Project, including necessary interest, engineering, legal, financial, bond discount, printing and publication costs and other expenses preliminary to and in connection with the Project is anticipated not to exceed the sum of \$3,750,000, which is to be paid from proceeds of the hereinafter described alternate bonds, being general obligation bonds as authorized by Section 15 of the Local Government Debt Reform Act, but nevertheless expected to be paid from receipts of General Sales Taxes rather than by any levy of taxes; and

WHEREAS, costs of the Project are expected to be paid from available funds therefor and from proceeds from the sale of alternate Bonds, to be payable from General Sales Taxes and issued pursuant to the Act, this ordinance and one or more ordinances supplemental to this ordinance authorizing and providing for the issuance of such alternate Bonds, prescribing the details of such alternate Bonds and providing for the collection, segregation and distribution of General Sales Taxes derived by the Municipality in lieu of any levy of general taxes; and

WHEREAS, the Municipality has insufficient funds to pay costs of the Project and, therefore, must borrow money and issue alternate Bonds in evidence thereof, at one time or from time to time and in one or more series, up to the aggregate principal amount of \$3,500,000 for such purposes, pursuant to and in accordance with the provisions of the Act.

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

Section 1. Incorporation of Preambles and Determination to Issue Bonds.

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are true, complete and correct and hereby incorporate them into this Section 1 of this ordinance by this reference thereto. It is necessary and in the best interests of the Municipality to undertake the Project for the public health, safety and welfare, and that for the purpose of financing the Project there are hereby authorized to be issued and sold, at one time or from time to time as the Project funding and purposes may proceed, in one or more phases, general obligation bonds General Sales Taxes alternate revenue source) of the Municipality in an aggregate principal amount up to but in any event not to exceed \$3,750,000 (which may be issued at one time or from time to time a funds are applied, the “**Bonds**”). The alternate revenue source to pay debt service on the Bonds is receipts of one or more of General Sales Taxes.

Section 2. Publication and Notice.

After the adoption of this ordinance by the Corporate Authorities, this ordinance, preceded by the notice hereinafter described, shall be published in a newspaper (as described in the Notice by Publication Act) published in Cook County, Illinois, and of general circulation within the Municipality, and if no petition, signed by not less than the number of electors of the Municipality being equal to the greater of (i) 7.5% of the registered voters within the Municipality or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the Project be undertaken and of issuing the alternate Bonds to pay the costs of the Project be submitted to the electors of the Municipality, is filed with the Village Clerk within thirty (30) days after the date of the publication of this ordinance, preceded by a notice conforming with the provisions of the Local Government Debt Reform Act, then this ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. If such a petition is filed, an election on the question shall be held as set forth in a form of notice complying with Section 15 of the Local Government Debt Reform Act and not inconsistent with this ordinance, and this ordinance shall not become effective until such question shall have been duly approved by a majority of the votes cast on the question at the election held as set forth in such form of notice. The Village Clerk shall have available and provide a form of petition to any person requesting one. The Village Clerk shall give notice of the foregoing provisions as set forth in substantially the form of such notice as is presented before the meeting of the Corporate Authorities at which this ordinance is adopted, subject to completion and modification to conform with the Local Government Debt Reform Act.

Section 3. Additional Ordinances.

If no petition meeting the requirements of applicable law is filed as provided above in Section 2, or if the question is approved as above set forth, then the Corporate Authorities in accordance with and pursuant to the Act may adopt additional ordinances or other proceedings supplemental to or amending this ordinance, at one time or from time to time as the Project may proceed, including in phases, providing for the issuance and sale of up to but in any event not to exceed the amount of the alternate Bonds set forth above, prescribing the details of such alternate Bonds, and providing for a levy of taxes and the collection, segregation and distribution of General Sales Taxes for the payment of the

alternate Bonds issued. Such additional or supplemental ordinances or other proceedings shall in all instances become effective in accordance with applicable law; and this ordinance, together with such supplemental and additional ordinances or other proceedings, shall constitute complete authority for the issuance of the alternate Bonds under applicable law.

Section 4. Severability and Repealer. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Upon motion by Trustee, _____,
seconded by Trustee, _____, adopted upon roll call vote and
recorded in the Municipality's records, this 14th day of November, 2011.

Approved: November 14, 2011

(SEAL)

Village President, Village of Lemont, Illinois

Attest:

Village Clerk, Village of Lemont, Illinois

(form of notice)

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to an authorizing ordinance adopted _____, 2011 (the “**Ordinance**”), the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), intends to issue its alternate bonds (the “**Bonds**”) at one time or from time to time as funds are needed up to the amount of but in any event not to exceed \$3,750,000 in aggregate principal amount, bearing interest at not to exceed the rate limitation provided by law, for the purpose of financing expansion of the Veteran’s Memorial Parkway, Village Hall remodeling, repair and rehabilitation, technology improvements, miscellaneous capital facilities and improvements, capitalized interest, and related facilities, improvements and costs (the “**Project**”, which may be undertaken in one or more phases). The Bonds are to be paid from receipts General Sales Taxes (as defined in the Ordinance) as the alternate revenue source, and not from any levy of general taxes.

In addition, notice is hereby given that if a petition signed by not less than _____ electors of the Municipality [being equal to the greater of (i) 7.5% of the registered voters in the Municipality or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less], requesting that the question of the issuance of the Bonds for the Project be submitted to the Village Clerk within thirty (30) days of the date of publication hereof and of the above Ordinance, the question of the issuance of such Bonds for the Project shall be submitted to the electors of the Municipality at the general primary election to be held on March 20, 2012, if such question can be and is presented at such election, and otherwise at the next election at which such question could be presented under the general election laws. A form of petition is available to any person requesting one in the Village Clerk’s office.

/s/Charlene M. Smollen
Village Clerk, Village of Lemont, Illinois

Note to publisher: The full text of the ordinance is to follow the above notice. Please check with Ben Wehmeier ((630) 257-1590) as to any blanks in the notice or ordinance. Send your publication statement to the Village of Lemont, Cook, DuPage and Will Counties, 418 Main Street, Lemont, Illinois 60439 Attention: Village Administrator, and send two certificates of publication to Evans, Froehlich & Beth, 44 Main Street, Third Floor, Champaign, Illinois, 61820.

To: Village Clerk, Village of Lemont, Cook, DuPage and Will Counties, Illinois.

PETITION

In accordance with and pursuant to Section 2 of an authorizing ordinance of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "**Municipality**"), adopted November 14, 2011, and entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAXES ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING PUBLIC FACILITIES AND IMPROVEMENTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS

each of the undersigned hereby certifies, as applicable to each, that each is an elector (a registered voter) of the Municipality, and hereby petitions and asks that the question of issuing up to \$3,750,000 alternate bonds, payable from General Sales Taxes and (as defined in the above ordinance) as the alternate revenue source, to pay costs of expansion of the Veteran's Memorial Parkway, Village Hall remodeling, repair and rehabilitation, technology improvements, miscellaneous capital facilities and improvements, capitalized interest, and related costs, as set forth in the above ordinance, be submitted to the electors of the Municipality at the general primary election to be held on March 20, 2012, if such question can be and is presented at such election, and otherwise at the next election at which such question could be presented under the general election laws.

<u>Print Name</u>	<u>Address</u>	<u>Village of Lemont, Illinois</u>	<u>Signature</u>
1. _____	_____	Lemont, IL	_____
2. _____	_____	Lemont, IL	_____
3. _____	_____	Lemont, IL	_____
4. _____	_____	Lemont, IL	_____
5. _____	_____	Lemont, IL	_____
6. _____	_____	Lemont, IL	_____
7. _____	_____	Lemont, IL	_____
8. _____	_____	Lemont, IL	_____
9. _____	_____	Lemont, IL	_____
10. _____	_____	Lemont, IL	_____

Statement: I, _____ [Name], of _____ [Address], of _____, Illinois, hereby state that I am now, and was at all times I circulated this petition, a U.S. Citizen over 18 years of age, that the above signatures on this sheet were signed in my presence in the Village of Lemont, Cook, DuPage and Will Counties, Illinois, and are genuine, and to the best of my knowledge and belief each of the persons so signing were at the time of signing registered voters of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, and their addresses are correctly stated.

Signature

State of Illinois) The above Statement was subscribed and sworn to
) before me this ____ day of _____, 201__.
County of _____)

(SEAL) _____
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
THE COUNTY OF COOK) SS
VILLAGE OF LEMONT)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the “**Corporate Authorities**”).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 14th day of November, 2011, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAXES ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING PUBLIC FACILITIES AND IMPROVEMENTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS

a true, correct and complete copy of which ordinance (the “**ordinance**”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were taken openly, that the adoption of such ordinance was duly moved and seconded, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for such meeting was duly posted on the Municipality’s website and at the office of Village Clerk at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such ordinance. **[] petition(s) have been received as mentioned in Section 2 of such ordinance, forms thereof being at all relevant times available therefor in the Village Clerk’s office.**

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Illinois, this ____ day of _____, 201__.

(SEAL)

Village Clerk

Notice

The President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties will hold a public hearing on December 12, 2011 at 7:00 p.m. The hearing will be held in the President and Board of Trustee’s meeting room at the Village Hall, 418 Main Street, in Lemont, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of up to \$3,750,000 for the purpose of financing expansion of the Veteran’s Memorial Parkway, Village Hall remodeling, repair and rehabilitation, technology improvements, miscellaneous capital facilities and improvements, capitalized interest, and related facilities, improvements and costs.

By: /s/ Charlene M. Smollen

Title: Village Clerk

Note to Publisher: The above notice is to be published one time at least 7 days before the hearing, but not prior to 30 days before the hearing. **The publication may be in the “legals” or “classified” section of the paper. NO SPECIAL BORDER IS REQUIRED FOR THIS PUBLICATION. DO NOT USE ANY SPECIAL BORDER.** Please send your statement to:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attn: Village Administrator

and send two publication certificates (and text) to Evans, Froehlich, Beth & Chamley, 44 E. Main Street, Suite 310, Champaign, Illinois 61820-3649.

PUBLISHER: DO NOT PRINT THE FOLLOWING:

Village President’s Approval and Order Setting Public Hearing:

The undersigned, Village President of the above Municipality hereby approves and orders the setting of the above Bond Issue Notification Act hearing.

Date: November ____, 2011

Village President

When signed by the Village President, please fax back to Evans, Froehlich, Beth & Chamley at 217/359-6468 and file with the Village Clerk.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INCREMENTAL TAXES / GENERAL SALES TAXES / REVENUE SHARING RECEIPTS ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING GATEWAY TIF REDEVELOPMENT PROJECT COSTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS

PREAMBLES

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), operates in accordance with the provisions of the Illinois Municipal Code [Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Local Government Debt Reform Act (collectively, the “**Act**”)] and is entitled to receive a certain distributive revenue share of proceeds of the (i) Retailers’ Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, and subject to any prior lien or pledge, “**General Sales Taxes**”) imposed, collected and distributed pursuant to applicable law and of (ii) State of Illinois income taxes (such distributive share referred to herein as the “**Revenue Sharing Receipts**”) imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act, and also is entitled to receive incremental taxes derived from the Municipality’s Gateway Redevelopment Project Area (subject to any prior pledge, “**Incremental Taxes**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) has determined that it is advisable, necessary and in the best interests of the Municipality’s public health, safety and welfare to finance land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest, and related facilities, improvements and costs (which may be undertaken in one or more phases, the “**Project**”); and

WHEREAS, the estimated Municipality’s costs of the Project, including necessary interest, engineering, legal, financial, bond discount, printing and publication costs and other expenses preliminary to and in connection with the Project is anticipated not to exceed the sum of \$4,750,000, which is to be paid from proceeds of the hereinafter described alternate bonds, being general obligation bonds as authorized by Section 15 of the Local Government Debt Reform Act, but nevertheless expected to be paid from receipts of one or more of Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts, rather than by any levy of taxes; and

WHEREAS, costs of the Project are expected to be paid from available funds therefor and from proceeds from the sale of alternate Bonds, to be payable from one or both of General Sales Taxes and Revenue Sharing Receipts and issued pursuant to the Act, this ordinance and one or more ordinances supplemental to this ordinance authorizing and providing

for the issuance of such alternate Bonds, prescribing the details of such alternate Bonds and providing for the collection, segregation and distribution of Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts derived by the Municipality in lieu of any levy of general taxes; and

WHEREAS, the Municipality has insufficient funds to pay costs of the Project and, therefore, must borrow money and issue alternate Bonds in evidence thereof, at one time or from time to time and in one or more series, up to the aggregate principal amount of \$4,750,000 for such purposes, pursuant to and in accordance with the provisions of the Act.

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

Section 1. Incorporation of Preambles and Determination to Issue Bonds.

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are true, complete and correct and hereby incorporate them into this Section 1 of this ordinance by this reference thereto. It is necessary and in the best interests of the Municipality to undertake the Project for the public health, safety and welfare, and that for the purpose of financing the Project there are hereby authorized to be issued and sold, at one time or from time to time as the Project funding may proceed, in one or more phases, general obligation bonds (Incremental Taxes and/or General Sales Taxes and/or Revenue Sharing Receipts alternate revenue source(s)) of the Municipality in an aggregate principal amount up to but in any event not to exceed \$4,750,000 (which may be issued at one time or from time to time as funds are applied, the “**Bonds**”). The alternate revenue source(s) to pay debt service on the Bonds are receipts of one or more of Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts.

Section 2. Publication and Notice. After the adoption of this ordinance by the Corporate Authorities, this ordinance, preceded by the notice hereinafter described, shall be published in a newspaper (as described in the Notice by Publication Act) published in Cook, DuPage and Will Counties, Illinois, and of general circulation within the Municipality, and if no petition, signed by not less than the number of electors of the Municipality being equal to the greater of (i) 7.5% of the registered voters within the Municipality or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the Project be undertaken and of issuing the alternate Bonds to pay the costs of the Project be submitted to the electors of the Municipality, is filed with the Village Clerk within thirty (30) days after the date of the publication of this ordinance, preceded by a notice conforming with the provisions of the Local Government Debt Reform Act, then this ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. If such a petition is filed, an election on the question shall be held as set forth in a form of notice complying with Section 15 of the Local Government Debt Reform Act and not inconsistent with this ordinance, and this ordinance shall not become effective until such question shall have been duly approved by a majority of the votes cast on the question at the election held as set forth in such form of notice. The Village Clerk shall have available and provide a form of petition to any person requesting one. The Village Clerk shall give notice of the foregoing provisions as set forth in substantially the form of such notice as is

presented before the meeting of the Corporate Authorities at which this ordinance is adopted, subject to completion and modification to conform with the Local Government Debt Reform Act.

Section 3. Additional Ordinances. If no petition meeting the requirements of applicable law is filed as provided above in Section 2, or if the question is approved as above set forth, then the Corporate Authorities in accordance with and pursuant to the Act may adopt additional ordinances or other proceedings supplemental to or amending this ordinance, at one time or from time to time as the Project may proceed, including in phases, providing for the issuance and sale of up to but in any event not to exceed the amount of the alternate Bonds set forth above, prescribing the details of such alternate Bonds, and providing for a levy of taxes and the collection, segregation and distribution of one or both of Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts for the payment of the alternate Bonds issued. Such additional or supplemental ordinances or other proceedings shall in all instances become effective in accordance with applicable law; and this ordinance, together with such supplemental and additional ordinances or other proceedings, shall constitute complete authority for the issuance of the alternate Bonds under applicable law.

Section 4. Severability and Repealer. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Upon motion by Trustee, _____,
seconded by Trustee, _____, adopted upon roll call vote and
recorded in the Municipality's records, this 14th day of November, 2011.

Approved: November 14, 2011

(SEAL)

Village President, Village of Lemont, Illinois

Attest:

Village Clerk, Village of Lemont, Illinois

(form of notice)

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to an authorizing ordinance adopted _____, 2011 (the “**Ordinance**”), the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), intends to issue its alternate bonds (the “**Bonds**”) at one time or from time to time as funds are needed up to the amount of but in any event not to exceed \$4,750,000 in aggregate principal amount, bearing interest at not to exceed the rate limitation provided by law, for the purpose of financing land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest, and related facilities, improvements and costs (the “**Project**”, which may be undertaken in one or more phases). The Bonds are to be paid from receipts of one or more of Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts (as defined in the Ordinance) as the alternate revenue source(s), and not from any levy of general taxes.

In addition, notice is hereby given that if a petition signed by not less than _____ electors of the Municipality [being equal to the greater of (i) 7.5% of the registered voters in the Municipality or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less], requesting that the question of the issuance of the Bonds for the Project be submitted to the Village Clerk within thirty (30) days of the date of publication hereof and of the above Ordinance, the question of the issuance of such Bonds for the Project shall be submitted to the electors of the Municipality at the general primary election to be held on March 20, 2012, if such question can be and is presented at such election, and otherwise at the next election at which such question could be presented under the general election laws. A form of petition is available to any person requesting one in the Village Clerk’s office.

/s/Charlene M. Smollen

Village Clerk, Village of Lemont, Illinois

Note to publisher: The full text of the ordinance is to follow the above notice. Please check with Ben Wehmeier ((630) 257-1590) as to any blanks in the notice or ordinance. Send your publication statement to the Village of Lemont, Cook, DuPage and Will Counties, 418 Main Street, Lemont, Illinois 60439 Attention: Village Administrator, and send two certificates of publication to Evans, Froehlich & Beth, 44 Main Street, Third Floor, Champaign, Illinois, 61820.

To: Village Clerk, Village of Lemont, Cook, DuPage and Will Counties, Illinois.

PETITION

In accordance with and pursuant to Section 2 of an authorizing ordinance of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "**Municipality**"), adopted _____, 2011, and entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INCREMENTAL TAXES / GENERAL SALES TAXES / REVENUE SHARING RECEIPTS ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING GATEWAY TIF REDEVELOPMENT PROJECT COSTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS

each of the undersigned hereby certifies, as applicable to each, that each is an elector (a registered voter) of the Municipality, and hereby petitions and asks that the question of issuing up to \$4,750,000 alternate bonds, payable from one or more of Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts (as defined in the above ordinance) as the alternate revenue source(s), to pay costs of land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest, and related facilities, improvements and costs, as set forth in the above ordinance, be submitted to the electors of the Municipality at the general primary election to be held on March 20, 2012, if such question can be and is presented at such election, and otherwise at the next election at which such question could be presented under the general election laws.

<u>Print Name</u>	<u>Address</u>	<u>Village of Lemont, Illinois</u>	<u>Signature</u>
1. _____	_____	Lemont, IL	_____
2. _____	_____	Lemont, IL	_____
3. _____	_____	Lemont, IL	_____
4. _____	_____	Lemont, IL	_____
5. _____	_____	Lemont, IL	_____
6. _____	_____	Lemont, IL	_____
7. _____	_____	Lemont, IL	_____
8. _____	_____	Lemont, IL	_____
9. _____	_____	Lemont, IL	_____
10. _____	_____	Lemont, IL	_____

Statement: I, _____ [Name], of _____ [Address], of _____, Illinois, hereby state that I am now, and was at all times I circulated this petition, a U.S. Citizen over 18 years of age, that the above signatures on this sheet were signed in my presence in the Village of Lemont, Cook, DuPage and Will Counties, Illinois, and are genuine, and to the best of my knowledge and belief each of the persons so signing were at the time of signing registered voters of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, and their addresses are correctly stated.

Signature

State of Illinois) The above Statement was subscribed and sworn to
) before me this ____ day of _____, 201__.
County of _____)

(SEAL) _____
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
THE COUNTY OF COOK) SS
VILLAGE OF LEMONT)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the “**Corporate Authorities**”).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 14th day of November, 2011, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INCREMENTAL TAXES / GENERAL SALES TAXES / REVENUE SHARING RECEIPTS ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING GATEWAY TIF REDEVELOPMENT PROJECT COSTS, AND RELATED FACILITIES, IMPROVEMENTS AND COSTS

a true, correct and complete copy of which ordinance (the “**ordinance**”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were taken openly, that the adoption of such ordinance was duly moved and seconded, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for such meeting was duly posted on the Municipality’s website and at the office of Village Clerk at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such ordinance. **[] petition(s) have been received as mentioned in Section 2 of such ordinance, forms thereof being at all relevant times available therefor in the Village Clerk’s office.**

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Illinois, this ____ day of _____, 201__.

(SEAL)

Village Clerk

Notice

The President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties will hold a public hearing on December 12, 2011 at 7:00 p.m. The hearing will be held in the President and Board of Trustee's meeting room at the Village Hall, 418 Main Street, in Lemont, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of up to \$4,750,000 for the purpose of financing land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest and related facilities, improvements and costs.

By: /s/ Charlene M. Smollen

Title: Village Clerk

Note to Publisher: The above notice is to be published one time at least 7 days before the hearing, but not prior to 30 days before the hearing. **The publication may be in the "legals" or "classified" section of the paper. NO SPECIAL BORDER IS REQUIRED FOR THIS PUBLICATION. DO NOT USE ANY SPECIAL BORDER.** Please send your statement to:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attn: Village Administrator

and send two publication certificates (and text) to Evans, Froehlich, Beth & Chamley, 44 E. Main Street, Suite 310, Champaign, Illinois 61820-3649.

PUBLISHER: DO NOT PRINT THE FOLLOWING:

Village President's Approval and Order Setting Public Hearing:

The undersigned, Village President of the above Municipality hereby approves and orders the setting of the above Bond Issue Notification Act hearing.

Date: November __, 2011

Village President

When signed by the Village President, please fax back to Evans, Froehlich, Beth & Chamley at 217/359-6468 and file with the Village Clerk.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, TAXABLE SERIES 2011, TO FINANCE GATEWAY TIF REDEVELOPMENT FACILITIES FOR THE VILLAGE OF LEMONT, COOK, DuPAGE AND WILL COUNTIES, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS

WHEREAS, the President and Board of Trustees (the **“Corporate Authorities”**) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the **“Municipality”**), has determined that it is advisable, necessary and in the Municipality’s best interests to: (i) provide interim financing for the acquisition of land for redevelopment within the TIF Gateway Redevelopment Project Area, and related facilities, improvements and costs (the **“Project”**); and

WHEREAS, the Municipality has the authority under the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of Illinois and the Intergovernmental Cooperation Act, Section 220/1 *et seq.* of Chapter 5 of the Illinois Compiled Statutes, and the Local Government Debt Reform Act (Section 350/1 *et seq.* of Chapter 30 of the Illinois Compiled Statutes) (and particularly Section 17 thereof concerning, among other things, **“debt certificates”**) (collectively, the **“Act”**); and

WHEREAS, the Municipality is to enter into an Installment Purchase Agreement (the **“Installment Purchase Agreement,”** with respect to which undefined terms herein shall have the meanings therein) with the Village Treasurer (in such officer’s official capacity, as the nominee **“Seller”** under Section 17 of the Local Government Debt Reform Act) and, as the case may be, one or more related contract identification certificates or other instruments under the Act identifying (each a **“Contract Identification Certificate,”** in substantially the form in Exhibit F to the Installment Purchase Agreement) to the Installment Purchase Agreement one or more contracts with vendors, sellers, service providers and Contractors (each, as applicable, a **“Contractor”** under the applicable **“Contract”**) for the Project, in connection with paying all or a part of the related costs of the Project with the applicable Contractor; and

WHEREAS, pursuant to and in accordance with the Act and this ordinance, the Municipality is authorized to issue General Obligation (Limited Tax) Debt Certificates, Taxable Series 2011, in the aggregate principal amount of up to \$1,750,000 (the **“Certificates”**) for the purpose of providing moneys to fund the Proceeds Account under this ordinance to pay the costs of the Project and related costs and expenses and to fund the Refunding Account to effect the Refunding; and

WHEREAS, the Municipality has received a proposal to purchase the Certificates (when fully executed or otherwise accepted to constitute the **“Purchase Contract”**) from Bernardi Securities, Inc., Chicago, Illinois (the **“Certificate Purchaser”** / **“Underwriter”**, with respect to which, as applicable, and not otherwise, the Municipality will provide a Preliminary Official Statement, which shall be supplemented and completed to constitute the final Official Statement (as applicable, and including any other form of offering document, the **“Official Statement”**), as supplemented by, as applicable the Municipality’s Continuing Disclosure Certificate and Agreement (the **“Disclosure Agreement”**) under Rule 15c2-12 (**“Rule 15c2-12”**) of the Securities and Exchange Commission (**“SEC”**)); and

WHEREAS, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the Act for the purpose of interim financing the Project. Proceeds of the Installment Purchase Agreement and the related Certificates are hereby appropriated for such purpose. The matters set forth above in the preambles to this ordinance are incorporated herein by this reference thereto.

Section 2. Authorization and Terms of Certificates. For the purposes described above in Section 1, there is hereby allocated to the Project the sum of the principal amount of the Certificates issued, up to \$1,750,000, to be derived from the proceeds of the Installment Purchase Agreement and the related Certificates. For the purpose of funding the Proceeds Account, and to evidence the obligations and debt under the Installment Purchase Agreement, Certificates of the Municipality may be issued and sold or drawn upon, at one time or from time to time as funds are needed for the Project, in an aggregate principal amount not to exceed \$1,750,000, shall each be designated “**General Obligation (Limited Tax) Debt Certificate, Taxable Series 2011**”, and shall be issuable or drawn upon in the denominations of \$5,000 each or any authorized integral multiple thereof. The Certificates shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Certificates. Unless otherwise determined by the Municipality in an Authenticating Order for the Certificates, not inconsistent herewith, each Certificate shall be dated as of or before the date of issuance thereof as the Certificate Purchaser or Purchasers approve or accept.

(a) General. The Certificates shall bear interest at the rate percent per annum and shall mature and come due in the principal amount on January 1 in each year, commencing not before January 1, 2013 and ending not later than January 1, 2031, as shall be specified in an Authenticating Order under subsection (d) below.

In lieu of issuing a Certificate or Certificates for each maturity, a single certificate (or series of certificates) with a maturity of no later than the last maturity set forth above may be issued payable in annual installments corresponding to the above maturities, as provided in an Authenticating Order, and not otherwise.

Each Certificate shall bear interest from the later of its dated date or the most recent interest payment date to which interest has been paid, calculated on the basis of a year of twelve 30-day months. The principal of and premium, if any, on the Certificates shall be payable in lawful money of the United States of America at maturity upon presentation and surrender thereof at the designated payment office of the financial institution or officer designated as paying agent for the Certificates (including its successors, the “**Paying Agent**”). Interest on the Certificates shall be payable on the outstanding principal balance of the Certificates, from time to time, on each interest payment date, annually on July 1 and January 1, commencing as provided in an Authenticating Order and until paid, to the registered owners of record appearing on the registration books maintained by the financial institution or officer designated as certificate registrar, for such purpose (including its successors, the “**Certificate Registrar**”), at the principal office of the certificate registrar as of the close of business on the 15th day (whether or not a business day) of the calendar month next preceding the applicable interest payment date. Interest on the Certificates shall be paid by check or draft of the Issuer by the Paying Agent from the general sources as

herein described mailed to such registered owners at their addresses appearing on the registration books therefor at the close of business on the 15th day (whether or not a business day) of the calendar month preceding the interest payment date.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the 15th day of the calendar month next preceding each interest payment date and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate has been mailed nor during a period of 15 days next preceding the mailing of a notice of redemption of any Certificate, which could designate all or a part of any Certificates for redemption.

In connection with any Certificate in installment form, appropriate draw/advance and payment/prepayment notations on the installment Certificate may be made by the Paying Agent, and any failure to provide such notations shall not abrogate, diminish or impair any draw/advance or payment/prepayment.

(b) Redemption. With notice (no such notice being required for Term Certificates under (b)(ii) below) from the Municipality to the Certificate Registrar at least 45 days before the designated prepayment and redemption date (or lesser notice acceptable to the Certificate Registrar), the Certificates shall be subject to redemption prior to maturity from funds provided by the Municipality, at the times, in the manner, with the notice and with the effect set forth in this ordinance. The Certificates are subject to redemption as follows:

(i) Optional Redemption. Certificates maturing on and after January 1 of the year provided in an Authenticating Order, shall be subject to optional redemption and prepayment, as a whole or in part, at the option of the Municipality, in any order of designated maturity, but in inverse order if none is designated, on any date, at a price of par, plus accrued interest to the date of redemption, as specified in an Authenticating Order.

(ii) Sinking Fund Redemption. This paragraph (ii) shall apply only to the extent: **(A)** an Authenticating Order or **(B)** section (a) above or the applicable Certificate form in Exhibit A, shall specify any Term Certificates (the "**Term Certificates**"), and otherwise shall not apply. Certificates so specified as Term Certificates, if any, are subject to mandatory sinking fund redemption in the principal amount on January 1 of the years so specified, but corresponding to the amounts specified above in Section 2(a), or otherwise as set forth in an Authenticating Order.

At its option before the 45th day (or such lesser time acceptable to the Certificate Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Certificates the Municipality by furnishing the Certificate Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the Village President or Village Treasurer may: **(i)** deliver to the Certificate Registrar for cancellation Term Certificates in any authorized aggregate principal amount desired; or **(ii)** furnish the Paying Agent funds for the purpose of purchasing any of such Term Certificates as arranged by the Municipality; or **(iii)** receive a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Certificates which prior to such date have been redeemed and cancelled. Each such Certificate so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Certificates in chronological order, and the principal amount of Certificates to be so redeemed as provided shall be accordingly reduced. In the event Certificates being so redeemed are in a denomination greater than \$5,000, a portion of such Certificates may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(iii) Procedure. The Municipality covenants that it will redeem Certificates pursuant to the redemption provisions applicable to such Certificates. Proper provision for redemption having been made, the Municipality covenants that the Certificates so selected for redemption shall be payable as at maturity.

The Municipality shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Certificate Registrar), notify the Certificate Registrar of any optional redemption date (which, if any, shall be specified in an Authenticating Order) and of the principal amount of Certificates to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Certificates). In the event that less than all of the Certificates of a particular series or maturity are called for

redemption as aforesaid, as necessary, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Certificate Registrar by such method as the Certificate Registrar shall deem fair and appropriate; provided, that such method shall reasonably provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate or a maturity or due date shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall promptly notify the Municipality in writing of the Certificates or portions of Certificates or a maturity or due date selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Certificates to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Certificate Registrar on behalf of the Municipality by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by each such registered owner to the Certificate Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Certificates to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Certificates of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the designated principal office of the Paying Agent.

Prior to any redemption date, the Municipality shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Municipality shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Certificate shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Certificate to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Certificate, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Certificate Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Certificates for redemption in accordance with such notice, such Certificates shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Certificate, there shall be prepared for the registered owner a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be marked cancelled by the Certificate Registrar and shall not be reissued.

(c) **Registration of Certificates.** The Certificates shall be negotiable, subject to the provisions for registration of transfer, as applicable, and not otherwise contained herein.

(i) General. This clause (i) is subject to the provisions of subsection (b) concerning book-entry only provisions, as applicable, and not otherwise. The Municipality shall cause books (the “**Certificate Register**”) for the registration and for the transfer of the Certificates as provided in this ordinance to be kept at the designated office of the Certificate Registrar, which is hereby constituted and appointed the Certificate Registrar of the Municipality. The Municipality is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Municipality for use in the issuance from time to time of the Certificates and in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or such owner’s attorney duly authorized in writing, the Municipality shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at the office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the Municipality of any fully registered Certificate shall constitute full and due authorization of such Certificate, and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the 15th day of the calendar month next preceding any interest payment date on such Certificate and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for prepayment has been mailed, nor during a period of 15 days next preceding mailing of a notice of prepayment and redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or such registered owner’s legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Municipality or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates exchanged in the case of the issuance of a Certificate or Certificates for the outstanding portion of a Certificate surrendered for redemption.

The Village President or Village Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Village President or Village Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Certificates, and as if the date of such successor taking up its duties were the redemption date.

(ii) Book-Entry-Only Provisions. Unless otherwise provided in an Authenticating Order, the Certificates shall be issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register therefor in a street name (initially “**Cede & Co.**”) of the Depository, initially the Depository Trust Company, New York, New York, (“**DTC**”), or any successor thereto, as nominee of the Depository. The outstanding Certificates from time to time shall be registered in the Certificate Register in a street name, as nominee of the Depository. If not already done, the Village President or Village Treasurer is authorized to execute and deliver on behalf of the Municipality such letters or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “**Representation Letter**”). Without limiting the generality of the authority given to the Village President or Village Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b)

transfers of the Certificates or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Certificates registered in the Certificate Register in the name of a nominee of the Depository, the Municipality and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates, i.e., an “**indirect participant**” or a “**beneficial owner**”. Without limiting the meaning of the foregoing, the Municipality and the Certificate Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Certificates, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to principal of or interest on the Certificates.

As long as the Certificates are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Certificate with respect to any Certificates. Upon delivery by the Depository to the Certificate Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Certificates as of the close of business on the fifteenth (15th) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Municipality determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Municipality, the Certificate Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Municipality determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Municipality shall notify the Depository and the Depository Participants of the availability of Certificates, and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of a nominee of the Depository. At that time, the Municipality may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Municipality, or such depository’s agent or designee, and if the Municipality does not select such alternate book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Certificate is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Certificates and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) **Authenticating Order**. Although the Certificates of each maturity or due date are authorized to mature and to bear interest at the rate or rates per annum, as set forth above, and have such other terms as herein provided, the Certificates are nevertheless hereby authorized to mature in other principal amounts (not exceeding the aggregate the principal amount set forth above) and to bear interest at such other rate or rates, be subject to redemption and have such other terms and provisions as either (i) the Village President shall certify in an Authenticating Order at the time of delivery of the Certificates and payment therefor (with respect to which the term “**Authenticating Order**” shall mean, if at all, a certificate signed by the Village President, and attested by the Village Clerk, under the Municipality’s seal, setting forth and specifying details of the Certificates, including but not limited to payment dates, other than as set forth above, denominations, interest rate or rates, interest and/or principal payment dates, aggregate principal amount (but not to exceed the principal amount set forth above), the principal and interest coming due in each applicable payment period, the issuance of Certificate instruments in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, any nominal or nominee

party, optional and mandatory prepayment and redemption provisions, designation of a Paying Agent and/or Certificate Registrar and/or other fiscal agents, Certificate Purchasers or Underwriter, the issuer (the “**Insurer**”) of an insurance policy or other credit facility securing the Certificates (the “**Policy**), use of a tax escrow or intercept or other similar agreement in connection with any payment source (including general property tax receipts) for the Certificates (a “**Tax Escrow Agreement**”) with a tax escrow or intercept or other fiscal agent (a “**Tax Escrow Agent**”), capitalized interest, denominations, payment dates, installment form in lieu of serial form (and *vice-versa*), and investment restrictions, and full authority is hereby given to the Village President to certify and specify such terms, without any further action by the Corporate Authorities than this ordinance), or (ii) the Corporate Authorities in supplemental proceedings shall approve, in either case other than as specifically set forth in this ordinance.

(e) **Limitation.** No Certificates (or participations in the Installment Purchase Agreement) shall be issued other than as provided in this ordinance.

(f) **Payment and Discharge.** The Certificates may be discharged, payment provided for, and the Municipality’s liability terminated, in whole or in part, as follows:

(i) **Discharge of Indebtedness.** If (i) the Municipality shall pay or cause to be paid to the registered owners of the Certificates the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Certificate Registrar and Paying Agent shall have been paid, and (iii) the Municipality shall keep, perform and observe all and singular the covenants and promises in the Certificates and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Municipality shall pay or cause to be paid to the registered owners of all outstanding Certificates of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Certificates shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the Municipality to the registered owners of such Certificates shall thereupon cease, terminate and become void and discharged and satisfied.

(ii) **Provision for Payment.** Certificates for the payment or redemption of which sufficient monies or sufficient government securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Certificates) shall be deemed to be paid within the meaning of this ordinance and no longer outstanding under this ordinance; provided, however, that if such Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this ordinance or arrangements satisfactory to the Certificate Registrar (including certified public accountant verifications and opinions of Bond Counsel, as requested) shall have been made for the giving thereof. Government securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Certificates without rendering the interest on any Certificates taxable under the Code. The Municipality may at any time surrender to the Certificate Registrar for cancellation by it any Certificates previously authenticated and delivered hereunder, which the Municipality may have acquired in any manner whatsoever, and such Certificates, upon such surrender and cancellation, shall be deemed to be paid and retired.

(iii) **Termination of Municipality’s Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and government securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Certificate or Certificates, all liability of the Municipality in respect of such Certificate or Certificates shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the government securities deposited as herein described for their payment.

Section 3. Sale and Delivery. All acts and things done by officers of the Municipality in connection with and related to the sale of the Certificates to the Certificate Purchaser shall be and they are hereby in all respects ratified, confirmed and approved.

The Village President, Village Clerk, Village Treasurer and other officials of the Municipality are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Municipality each and every thing necessary for the issuance by the Municipality of the Certificates, including the due and proper execution, delivery and performance of this ordinance, the Installment Purchase Agreement, one or more Contract Identification Certificates, the Purchase Contract, the Disclosure Agreement and the Official Statement, in substantially the forms thereof presented at the meeting at which this ordinance is adopted, with appropriate modifications, and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the Certificates, an amount equal to the purchase price, plus accrued interest, if any as set forth in the Purchase Contract with the Certificate Purchaser/Underwriter to purchase Certificates. The Village President or Village Treasurer each is hereby authorized to identify any Contract to this ordinance and the Installment Purchase Agreement by a Contract Identification Certificate.

Section 4. Execution and Authentication. Each Certificate shall be executed in the name of the Municipality by the manual or authorized facsimile signature of its Village President and the corporate seal of the Municipality, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of the Village Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Certificate shall cease to hold such office before the issuance of such Certificate, such Certificate shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Certificate had not ceased to hold such office. Any Certificate may be signed, sealed or attested on behalf of the Municipality by any person who, on the date of such act, shall hold the proper office or position, notwithstanding that at the date of such Certificate such person may not hold such office or position.

No recourse shall be had for the payment of any Certificates or the Installment Purchase Agreement against the Village President, Village Clerk, Village Treasurer or other officer or any member of the Corporate Authorities or any other officer or employee of the Municipality (past, present or future).

Each Certificate shall bear thereon a certificate of authentication executed manually by the Certificate Registrar. No Certificate shall be entitled to any intended right or benefit under this ordinance until such certificate of authentication shall have been duly executed by the Certificate Registrar. Such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authorized under this ordinance and the Installment Purchase Agreement. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer or signer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates.

Section 5. Transfer, Exchange and Registration. The Certificates shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Certificate all be transferable only upon the registration books maintained by the Certificate Registrar for that purpose at the principal office of the Certificate Registrar, by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Certificate Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Certificate, the Municipality shall execute and the Certificate Registrar shall authenticate and deliver a new Certificate or Certificates registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Certificate. Certificates, upon surrender thereof at the designated principal office of the Certificate Registrar, with a written instrument satisfactory to the Certificate Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Certificates of the same maturity and interest rate and of the denominations of \$5,000 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Certificates, the Municipality or the Certificate Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge

required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Certificates.

The Municipality, the Seller, the Certificate Registrar and the Paying Agent may deem and treat the person in whose name any Certificate shall be registered upon the registration books as the absolute owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Municipality nor the Certificate Registrar or the Paying Agent shall be affected by any notice to the contrary.

Section 6. Certificate Registrar and Paying Agent. The Municipality shall at all times retain a Certificate Registrar and Paying Agent with respect to the Certificates and shall cause to be maintained at the office of the Certificate Registrar a place where Certificates may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Certificates may be presented for payment, that it shall require that the Certificate Registrar maintain proper registration books and that it shall require the Certificate Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this ordinance in a manner consistent with applicable standards, customs and practices.

The Certificate Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Certificate Registrar by executing the certificate of authentication on any Certificate shall be deemed to have certified that it has all requisite power to accept, and has accepted, including as Paying Agent, in the case of the Certificate Registrar and Paying Agent being the same entity or financial institution, such duties and obligations not only with respect to the Certificate so authenticated but with respect to all of the Certificates.

Section 7. Direct Obligations and Debt. The Installment Purchase Agreement and the related Certificates shall be direct limited tax general obligations and a debt of the Municipality, and the payment when due of the principal thereof and the interest thereon shall be payable from general funds on hand or to be on hand without any requirement of a prior appropriation or budget therefor, under Section 17 of the Local Government Debt Reform Act, or from any other funds lawfully available to the Municipality for the payment of such obligations and debt. Under Section 13 of the Local Government Debt Reform Act, the Municipality pledges to the debt service payments under the Installment Purchase Agreement, all general funds on hand and to be received from time to time, subject to any prior pledge, and for purposes of the foregoing and this ordinance "**General Funds**" means all moneys, including but not limited to receipts of general property taxes ("**General Taxes**") or retailers' occupation, use or service use taxes ("**Sales Taxes**") or state income tax receipts ("**Revenue Sharing Receipts**"), and investments thereof constituting all or a part of the Municipality's general fund (howsoever styled), but such term shall include and not restrict or prohibit the use of any other special or otherwise legally available funds therefor.

In connection with the forgoing the Municipality is authorized to enter unto a Tax escrow Agreement with County Collector of each of Cook, DuPage and Will Counties, Illinois and with the Paying Agent or other fiscal agent to fund a related escrow account (the "**Tax Escrow Account**") to directly send General Taxes to the Paying Agent or other fiscal agent (and to receive back any excess).

Section 8. Form of Certificates. The Certificates shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Certificates are delivered; and the Certificates may be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and, with appropriate insertions and modifications, shall be in substantially the form thereof in Exhibit A hereto. In lieu thereof, Certificates may be issued in typewritten form, conforming as nearly as practicable to the foregoing. Notwithstanding any provision of this ordinance to the contrary, in lieu of issuing Certificates in serial form the Certificates may be issued as a single

installment or term instrument in a principal amount equal to the aggregate principal amount of the Certificates actually issued with a final maturity conforming to Section 2, payable annually as to principal and semiannually as to interest (subject to adjustment in an Authenticating Order or other supplemental proceedings), with an appropriate payment schedule therein or thereon or annexed, and otherwise substantially complying with this ordinance. The form for the Certificates set forth below shall be appropriately modified with respect to any Certificate in installment form, the sufficiency of which shall be conclusively approved by the delivery of nationally recognized bond counsel's ("**Bond Counsel**") approving opinion upon issuance thereof. Certificates in serial or installment form may be interchanged from time to time, in whole or in part.

Section 9. No Levy and Extension of Taxes. For the purpose of providing the money required to pay the installment payments on the Installment Purchase Agreement, and debt service on the related Certificates, when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall not be levied upon taxable property in the Municipality in each year while the Installment Purchase Agreement or any of the Certificates shall be outstanding, any direct annual tax sufficient for that purpose. **The Installment Purchase Agreement and the related Certificates are payable solely and only from General Funds (and moneys in the general funds or special or other legally available funds therefor) as described herein, without any requirement of a prior appropriation or budget therefor, as secured by General Funds (and moneys in the general funds or special or other legally available funds therefor), to pay debt service on the Installment Purchase Agreement and the related Certificates. Any payment on the Certificates shall effect a payment at the time, in the manner and with the same effect on the Installment Purchase Agreement**

Each Certificate shall evidence the Municipality's debt in connection with a proportionate undivided interest in the right to receive installment payments by the Municipality in connection with the Installment Purchase Agreement. The Certificates are payable solely from such installment payments as, when and if the same are received by the Paying Agent, which revenues are to be held in trust by the Paying Agent for such purposes in the manner, and the amounts payable under the Installment Purchase Agreement and the related Certificates constitute a debt and limited general obligation of the Municipality payable from General Funds (and moneys in the general funds or special or other legally available funds therefor), without any requirement of a prior appropriation therefor, as secured by General Funds (or special or other legally available funds therefor).

Section 10. Debt Service Account. Moneys constituting general funds or otherwise legally available special funds are to be set aside for the sole purpose of paying principal of and interest on the Installment Purchase Agreement and the related Certificates when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on the Installment Purchase Agreement, shall be deposited by the Village Treasurer, without any other required authority than this ordinance in the "**Debt Service Account**" (the "**Debt Service Account**"), which is hereby established by the Municipality as a special fund of the Municipality and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986, as amended. The Municipality shall make deposits into the Debt Service Account on the first day of each month following the issuance of any Certificates equal to a prorata amount (not less than 1/6 as to interest and 1/12 as to principal) of the principal and interest due on the next succeeding interest and/or principal payment date. At the time of issuance of the Certificates any accrued interest received upon the issuance of the Certificates shall be deposited in the Debt Service Account and applied to pay interest on the Installment Purchase Agreement and the related Certificates. The Village Treasurer, without any further authority than this ordinance, shall timely deposit to and withdraw funds from the Debt Service Account and pay such funds over to the Paying Agent to pay debt service on the Installment Purchase Agreement and the related Certificates.

There shall be and there are hereby created and established separate accounts of the Municipality to be designated severally the "**Proceeds Account**", the "**Refunding Account**", "**Debt Service Account**", "**Depreciation Account**" and "**Surplus Account**", into each of which such separate accounts there shall be paid, after the Certificates are issued hereunder, on the last business day of each month next preceding the first day of each month without any further official action or direction and in the order in which such Accounts are hereinafter mentioned, all moneys hereunder pledged to pay the Certificates, in accordance with the following provisions:

(a) Proceeds Account/Refunding Account. There shall be paid into the Proceeds Account (created in subsection (j)(A) and Section 11 below) all net proceeds of the Certificates and grants and other amounts as and when received and advanced in connection with the Certificates to be applied to the acquisition, construction and installation of the Project, as more fully described and referred to in the preambles hereto.

(b) Debt Service Account. There shall be paid into the Debt Service Account after the required payment has been determined, a fractional amount (as shall be specified as to frequency (monthly, quarterly, semiannual, etc.) in an Authenticating Order) of the interest becoming due on the next succeeding interest payment date on all outstanding Certificates authorized to be issued under the terms of this ordinance, and there shall be paid into the Debt Service Account not less than a fractional amount of the principal (as shall be specified as to frequency (monthly, quarterly, semiannual, etc.) in an Authenticating Order) and/or interest (as shall be specified as to frequency (monthly, quarterly, semiannual, etc.) in an Authenticating Order) becoming due on the next succeeding principal maturity or due date and/or interest due date of all of the Certificates issued under the terms of this ordinance until there shall have been accumulated in the Debt Service Account on or before the day preceding such current due date or maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both, of all Certificates heretofore issued or issued hereunder and including, as applicable, the maturing principal or interest, or both.

In computing the fractional amount of the interest and principal requirements of the Certificates herein authorized and to be set aside each month in the Debt Service Account for the payment thereof, the fraction shall be so computed that sufficient funds will be set aside in the Debt Service Account and be available for the prompt payment of such principal of and interest on the Certificates herein authorized as the same will become due.

Payments into the Debt Service Account may be suspended in any fiscal year at such time as there shall have been paid into such Account sufficient moneys to pay the total principal and interest for such pertinent fiscal year, but such payments shall again be resumed at the beginning of the new fiscal year. All moneys in such Account shall be used only for the purpose of paying interest and principal on the Certificates hereby authorized, as the same shall become due.

At the time of initial delivery of the Certificates, or as needed, there may be transferred from the Proceeds Account to the Debt Service Account a sum sufficient to pay the interest estimated to accrue on the Certificates during the estimated time necessary to complete the hereinabove described construction, extension and improvement of the Project.

(c) Depreciation Account. There shall be paid into the Depreciation Account the amounts from time to time provided by resolution or other actions of the Corporate Authorities. The moneys in such Depreciation Account shall be used to the extent necessary to make any needful repairs or replacements to the Project and, although not reasonably expected, to prevent or remedy a default in the payment of the interest on or principal of the Certificates.

(d) Surplus Account. After all the required payments into the accounts hereinabove described have been made, including the payments of any deficiencies, and when there is on deposit in the above-described Reserve Account and Depreciation Account the full maximum amount required to be accumulated in such Reserve Account and Depreciation Account, then all moneys remaining shall be deposited into the Surplus Account and may be used for any lawful general corporate purpose of the Municipality.

(e) Investments. The moneys in any of the Accounts created by subparagraphs (a) through (e), as hereinabove created and set forth in this section may by resolution adopted by the Municipality be invested from time to time by the Village Treasurer of the Municipality in interest bearing Certificates or other direct and general obligations of the United States Government maturing in not more than ten (10) years after the purchase date thereof and in certificates of deposit or time deposits constituting direct obligations

of any savings and loan association or of any bank as defined in the Illinois Banking Act to the extent such certificates or deposits are insured by the Federal Deposit Insurance Corporation or its successors and mature in not more than ten (10) years after the purchase date thereof, and such investments shall be sold from time to time by such Village Treasurer pursuant to a resolution or other actions of the Corporate Authorities as funds may be needed for the purpose for which such Accounts have been created. All accrued interest received from any such investments shall be considered and treated as general income and revenues of the Municipality.

(f) Moneys in each of the several Accounts above described shall be kept separate and apart from all other funds and moneys of the Municipality and shall be deposited in a duly designated depository, which bank is located and doing business in the State of Illinois, and whose deposits are insured under the provisions of the Federal Deposit Insurance Act, or its successor.

(g) It is hereby covenanted and agreed that the pledged revenues are to be paid into the various special Accounts hereinabove established and created in the order in which such Accounts have been listed, and if within any period of time the revenues are insufficient to place the required amounts in any of such Accounts, the deficiencies shall be made up during the following period or periods after payments into all the Accounts enjoying a prior claim of the pledged revenues.

(h) The Municipality hereby covenants and agrees with the owners of the Certificates hereby authorized that so long as the Certificates or any of them remain outstanding and unpaid, either as to principal or interest, that any owner of a Certificate or Certificates issued hereunder may, either in law or in equity, by suit, action, mandamus or other proceedings enforce or compel performance by the officials of the Municipality of all duties required by law and by this ordinance, including the deposit and segregation of the pledged revenues to the respective accounts under this ordinance and in the time and manner and with the effect as herein provided.

(i) The sale of the Certificates herein authorized to the Certificate Purchaser at the price and bearing interest at the rate or rates per annum herein provided is hereby approved and confirmed, and the Certificates shall be delivered to the Certificate Purchaser/Underwriter according to the sale and purchase terms agreed upon.

(A) The proceeds derived from the sale of the Certificates hereby authorized shall be placed by the Village Treasurer in a special account to be designated the **“Proceeds Account”** which is hereby created (and referred to in subsection (a) above), which funds shall be kept separate and apart from all other funds of the Municipality and deposited in the bank described in subsection (f) above, which bank be, and is hereby designated as the Depository for the funds of such Proceeds Account. Subject to the last paragraph of this section, such funds shall be held and used to acquire, construct, extend and improve the proposed Project as provided for by this ordinance, and shall be held for the benefit of the owner or owners of the Certificates hereby authorized as their interests may appear, and such funds shall be withdrawn from the Depository from time to time by the Village Treasurer (i) either to pay or prepay any interim financing or (ii) otherwise only upon submission to such Village Treasurer of the following (payment or prepayment of any prior Certificates and of interim financing, including particularly as may be provided by any State or federal agency shall not require compliance with (1) and (2) below, and is hereby authorized):

(1) A duplicate of the order signed by the Village President or Village Administrator or, as applicable, other authorized officer stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities; and

(2) Each withdrawal of funds for payment to a contractor or contractors for work done in connection with the Project shall also be accompanied by (i) a certificate executed by the engineer or architect in charge of the work stating the nature of the work completed and the amount due and payable thereon and (ii) a Contract Identification Certificate approved by the Corporate Authorities as provided in the Installment Purchase Agreement.

(B) Within sixty (60) days after completion of the work in accordance with the plans and specifications therefor, hereinabove referred to in this ordinance, and after all construction costs have been paid in connection therewith, the engineers shall certify to the Corporate Authorities the fact that the work described herein has been completed according to the plans and specifications therefor, and upon approval of the completion of the work based upon such engineer's certificate by the Corporate Authorities, and after all the costs have been paid, the Village President or Village Clerk (and engineer or architect, as applicable) for the Municipality shall execute a certificate and file it with the Corporate Authorities certifying that the work has been completed in accordance with such plans and specifications, that all costs have been paid, and if at any time any funds remain in the Proceeds Account the same shall be transmitted to the Village Treasurer of the Municipality and be by the Village Treasurer deposited in the Debt Service Account to be established in the manner set forth in subsection (b) hereof and be used to redeem and prepay Certificates issued under the terms of this ordinance to the nearest \$5,000 and any excess funds then remaining shall be held in such account to pay the principal of and/or interest on the Certificates as they mature and come due.

(C) The cost of engineering, architecture, legal and financing services, the cost of surveys, designs, soundings, borings, rights of way, inspection charges, and all other necessary and incidental expenses, including interest accruing on the Certificates during the construction period to the extent such interest is not paid from income and revenue, shall be deemed items of cost of construction of the Project in accordance with the plans and specifications therefor heretofore approved by the Corporate Authorities and on file in the office of the Village Clerk and referred to in the preambles hereof.

(D) From the proceeds of the sale of the Certificates, as long as any interim financing has been paid, prepaid or refunded, funds may be transferred as needed from the Proceeds Account into the Debt Service Account hereinabove created in subsection (b) of this ordinance to pay the interest accruing on the Certificates during the estimated time necessary to complete the acquisition, construction, extension and improvement of the Project as described herein.

Section 11. Certificate Proceeds/Proceeds Account. All of the proceeds of the sale of the Installment Purchase Agreement and the related Certificates (exclusive of accrued interest as provided above in Section 10) shall be deposited by the Village Treasurer in the "**Proceeds Account**" which is established under this ordinance and recognized as a special fund of the Municipality. Moneys in the Proceeds Account shall be used for the purposes specified in Section 1 and Section (10) of this ordinance, including for the payment of costs of issuance of the Certificates and related to the Installment Purchase Agreement and each Contract Identification Certificate, but may thereafter be reappropriated and used for other lawful purposes of the Municipality.

Section 12. Ordinance a Contract. The provisions of this ordinance shall constitute a contract between the Municipality and the Seller, and the owners of the Certificates. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Municipality shall be for the equal benefit, protection and security of the registered owners of the Installment Purchase Agreement and any and all of the Certificates. To the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Municipality, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 13. Supplemental Documents. The Installment Purchase Agreement, Contract Identification Certificates, Purchase Contract or Tax Escrow Agreement, in substantially the forms presented before the meeting of the Corporate Authorities at the time this ordinance is adopted, with such wick changes therein as the officers executing them approve, and otherwise in forms usual to transactions such as those related to the Certificates, are hereby authorized and approved, with such changes therein from such forms as the Municipality's officers executing them shall approve. The Municipality is hereby authorized to execute all such other and further documents desirable or necessary to effect the execution, delivery and performance of this ordinance, the Installment Purchase Agreement, the Certificates, the Contract Identification Certificates, the Purchase Contract and the Tax escrow Agreement. The Village President, Village Clerk or Village Treasurer are authorized under Section 17 of the Local Government Debt Reform Act to identify contracts to the Installment Purchase Agreement.

An Insurer's commitment and other related documents and required provisions with respect to a Policy and the terms and provisions of the Policy, if any, are to be incorporated into this ordinance by reference, including without limitation that any investment restrictions and limitations in the commitment and related to the Insurer's Policy shall be deemed to be applicable restrictions and limitations on the investments authorized by this ordinance. A copy of the Insurer's commitment and standard package shall be attached to this ordinance, but any failure to so attach shall not abrogate, diminish or impair the effect thereof. If for any reason there is no Insurer or Policy, reference to the Insurer or Policy in this ordinance shall be given no effect.

Section 14. Covenants. That the Municipality covenants and agrees with the registered owners of the Certificates hereby authorized that so long as the Certificates or any of them remain outstanding and unpaid, either as to principal or interest:

(a) That the Municipality will maintain the Project and all improvements and extensions thereto in continuous, effective and efficient operation, will operate the same efficiently and faithfully and punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois, the United States and this ordinance.

(b) That the Municipality will maintain and keep proper books of records and accounts (separate from all other records and accounts of the Municipality) in which complete entries shall be made of all transactions relating to the Municipality's operations, and hereby covenants that it will cause the books and accounts of the Municipality to be audited by certified public accountants and upon request will file with the original Purchasers of the Certificates complete operating financial statements of the Municipality in reasonable detail. Each audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall without limiting the generality of the foregoing, include the following:

(1) A statement in detail of the income and revenue and expenditures of the Municipality for such fiscal year.

(2) The accountant's comments regarding the method in which the Municipality has carried out the requirements of this ordinance and the accountant's recommendations for any changes or improvements in the financial operation of the Municipality.

(3) A list of all the insurance policies in force at the end of the fiscal period, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy.

(c) That the Municipality will carry and maintain all risk insurance upon all of the properties forming a part of the Project a which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts which are usually carried by other municipalities, special districts, private companies or operators of similar properties rendering services of similar character in similar communities, and all moneys received for losses under such insurance policies shall be deposited in a separate insurance account of the Municipality and used only in making good the loss or damage in respect of which they were paid either by repairing the property damaged or making replacements to the property destroyed. Provision for making good such loss or damage shall be made within ninety (90) days from date of the loss or damage or for the payment of the principal of and interest on the Certificates authorized to be issued under the terms of this ordinance. The Municipality will also carry and maintain general liability coverages and other coverages generally insured by similar public or private enterprise facilities as the Project, in minimum amounts required by applicable law or sound insurance practices for any loss and shall cover all employees under Workmen's Compensation as required by Illinois law. The proceeds derived from any and all policies for such coverage shall be paid into a separate account of the Municipality and used in paying the claims on account of which they were received.

(d) That the Municipality will require its Village Treasurer and other officers in connection with handling Certificate proceeds and revenues of the Municipality to execute a fidelity bond in an amount not less than required by applicable law, in any case with a responsible surety company.

(e) That upon request the Municipality will provide copies of its most recent audited financial statements to the Purchasers of the Certificates.

Section 15. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 16. Effective Date. This ordinance shall become effective upon adoption and approval, in accordance with applicable state law.

Upon motion by Trustee _____, seconded by Trustee _____, adopted this 14th day of November, 2011, by roll call vote, as follows (all in physical attendance, with no electronic attendance):

Ayes (names): _____

Nays (names): _____

Absent (names): _____

APPROVED: November 14, 2011

(SEAL)

Attest:

Village Clerk

Village President

EXHIBIT A

REGISTERED NO. _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS

REGISTERED \$ _____

:See Reverse Side for :
:Additional Provisions:

VILLAGE OF LEMONT, COOK, DuPAGE AND WILL COUNTIES, ILLINOIS
GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATE
TAXABLE SERIES 2011

INTEREST RATE:

DATED DATE

MATURITY DATE:

CUSIP:

Registered Owner:

Principal Amount:

KNOW ALL BY THESE PRESENTS that the Village of Lemont, in Cook, DuPage and Will Counties, Illinois (the "**Municipality**"), for value received promises to pay to the Registered Owner identified above, or registered assigns, a proportionate undivided interest in the payments to be made by the Municipality under the Installment Purchase Agreement dated as of December 1, 2011 (the "**Installment Purchase Agreement**"), with the Village Treasurer (in such individual's official capacity as the nominee "**Seller**" under Section 17 of the Local Government Debt Reform Act) the Principal Amount set forth above on the Maturity Date set forth above, upon presentation and surrender of this Certificate to the Paying Agent for the Municipality, and to pay interest on such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, as the case may be, at the Interest Rate per annum set forth above, computed on the basis of a year of twelve 30-day months, in lawful money of the United States of America annually on each July 1 and January 1, commencing _____, 201__, until such Principal Amount hereof shall have been paid, by check or draft on funds of the Municipality mailed by Amalgamated Bank of Chicago, through its designated payment office in Chicago, Illinois, as Paying Agent (the "**Paying Agent**"), to the Registered Owner of record hereof as of the close of business on the 15th day (whether or not a business day) of the calendar month immediately next preceding each interest payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose by Amalgamated Bank of Chicago, through its principal corporate trust office in Chicago, Illinois, as Certificate Registrar (including its successors, the "**Registrar**").

This Certificate is one of the Municipality's Certificates authorized in the aggregate principal amount of up to \$_____, which are all of like tenor, except as to maturity, and which are authorized and issued or to be issued by the Municipality under and pursuant to the Constitution and laws of the State of Illinois and pursuant to and in accordance with an authorizing ordinance adopted by the President and Board of Trustees on November 14, 2011, and entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, TAXABLE SERIES 2011, TO FINANCE GATEWAY TIF REDEVELOPMENT FACILITIES FOR THE VILLAGE OF LEMONT, COOK, DuPAGE AND WILL COUNTIES, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS, (the "**Ordinance**," with respect to which undefined terms herein shall have the meanings therein).

[Term certificate provisions, as applicable.]

In connection with the foregoing obligations and debt, the Municipality has entered into the Installment Purchase Agreement and has entered into or will enter into one or more acquisition or construction contracts or purchase orders or agreements (each a "**Contract**") under applicable law with sellers, service providers, vendors, or contractors, which Contracts are to be identified to the Installment Purchase Agreement. Each Certificate shall and does evidence the assignment by the Municipality of a proportionate undivided interest in the right to receive payments to be made by the Municipality under the Installment Purchase Agreement. **The Certificates are payable solely from such payments as, when and if the same are made by the Municipality, which revenues are to be held and paid over to the Paying Agent in the manner and to the extent provided in the Ordinance and constitute a debt of the Municipality as an obligation and debt of the Municipality payable whether or not funds are duly appropriated or budgeted therefor and secured by a pledge of general fund revenues and other available funds therefor, as provided in the Ordinance, under Section 17 of the Local Government Debt Reform Act.**

[Adapt and insert, as applicable: Certificates maturing on and after January 1, 201__, shall be subject to optional redemption and prepayment, as a whole or in part, at the option of the Municipality, in any order of designated maturity, but in inverse order if none is designated, on any date on and after January 1, 201__, at a price of par, plus accrued interest to the date of redemption.]

This Certificate is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the principal office of the Registrar in Chicago, Illinois, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Certificate or Certificates, in the authorized denominations of \$5,000 or any authorized integral multiple thereof and of the same aggregate principal amount as this Certificate, shall be issued to the transferee in exchange therefor. In like manner, this Certificate may be exchanged for an equal aggregate principal amount of Certificates of any authorized denomination. The Registrar shall not be required to exchange or transfer any Certificate during the period from the 15th day of the calendar month next preceding any interest payment date to such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate has been mailed nor during a period of 15 days next preceding the mailing of a notice of redemption which could designate all or a part of any Certificate for redemption.] The Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this certificate. No other charge shall be made for the privilege of making such transfer or exchange. The Municipality, the Registrar and the Paying Agent may treat and consider the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Certificate to the extent of the sum or sums so paid, and neither the Bank nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Certificate in order to make it a legal, valid and obligation and debt of the Municipality as herein provided have been done, exist and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the Village of Lemont, Cook, DuPage and Will Counties, Illinois, has caused this Certificate to be executed in its name and on its behalf by the manual or facsimile signature of its Village President, and its seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Village Clerk, all as of the Dated Date set forth above.

VILLAGE OF LEMONT, COOK, DuPAGE AND WILL COUNTIES, ILLINOIS

By: _____
Village President
(SEAL)

Attest:
By: _____
Village Clerk

CERTIFICATE OF AUTHENTICATION

Dated: _____

This is one of the General Obligation (Limited Tax) Debt Certificates, Taxable Series 2011, of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, related to the Installment Purchase Agreement by and between the Municipality and the Village Treasurer, as nominee Seller.

AMALGAMATED BANK OF CHICAGO,
Chicago, Illinois, as Registrar

**Registrar and
Paying Agent:** Amalgamated Bank of Chicago
Chicago, Illinois

By _____
Authorized Signer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

_____ [Name, Address and Tax Identification Number of Assignee]
the within Certificate and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____ Signature _____

Signature Guarantee: _____

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.
The foregoing form of Certificate may be modified in any manner not inconsistent with the authorizing ordinance therefor. The opinion of bond counsel shall be conclusive in that connection.

STATE OF ILLINOIS)
)
THE COUNTY OF COOK) SS.

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the “**Corporate Authorities**”).

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 14th day of November, 2011, insofar as the same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, TAXABLE SERIES 2011, TO FINANCE GATEWAY TIF REDEVELOPMENT FACILITIES FOR THE VILLAGE OF LEMONT, COOK, DuPAGE AND WILL COUNTIES, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS,

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were conducted openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that the agenda for the meeting was duly posted at the Village Hall and the Municipality’s website at least 48 hours prior to the meeting; that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality’s seal, this ____ day of _____, 2011.

(SEAL)

Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: Amending Miscellaneous Administrative Fee

date: Nov 9, 2011

BACKGROUND/HISTORY

The Village of Lemont had previously enacted certain administrative fees to help recover in additional expenses incurred by various activities. Recently, the Illinois General Assembly enacted a bond fee of \$20 to assist municipalities in recovering administrative costs associated an arrestee when posting bail or bond for any bailable municipal ordinance or a State or federal law.

RECOMMENDATION

Staff recommends approving amendment.

ATTACHMENTS (IF APPLICABLE)

Ordinance Amending Chapter 3.32 of Lemont Municipal Code

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING MISCELLANEOUS ADMINISTRATIVE FEES**

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING MISCELLANEOUS ADMINISTRATIVE FEES

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

WHEREAS, pursuant to Section 1-2-12.1 of the Illinois Municipal Code (65 ILCS 5/1-2-12.1) the Village may impose a fee of up to \$20 for bail processing against any person arrested for violating aailable municipal ordinance or a State or federal law.

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

SECTION 1: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby amended in Title 3, “Revenue and Finance” by replacing the entire existing Chapter 3.32 so that said Chapter shall hereafter provide as follows:

Chapter 3.32

Miscellaneous Administrative Fees

3.32.010 Municipal Bond Fee

(a) Municipal Bond Fees: An administrative fee of twenty dollars (\$20.00) shall be imposed upon an arrestee when posting bail or bond for anyailable municipal ordinance or a State or federal law.

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 Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Schematic Design- Village Hall
date: Nov 9, 2011

BACKGROUND/HISTORY

Over the course of the last several years, the Board and staff have been looking at ways to do basic renovations to the Village Hall. Based various meetings, the Village is prepared to move forward to looking at options. The first phase in this process is the schematic design phase to look at the specific needs and to provide a more defined cost estimate. Attached is a proposal from Wight to proceed forward with this work.

RECOMMENDATION

Staff recommends approving contract

ATTACHMENTS (IF APPLICABLE)

Resolution Authorizing Contract
Wight Proposal

RESOLUTION _____

**A RESOLUTION TO APPROVE A SCHEMATIC DESIGN
CONTRACT FOR VILLAGE HALL**

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

SECTION 1: That the Village Administrator is authorized to enter into a Schematic Design contract with Wight not to exceed \$40,000 for Village Hall.

SECTION 2: Effective Date: This Resolution shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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

	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



November 9, 2011

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

Wight & Company
wightco.com
.....
2500 North Frontage Road
Darien, IL 60561
.....
P 630.969.7000
F 630.969.7979

**VILLAGE OF LEMONT
VILLAGE HALL RENOVATION
SCHEMATIC DESIGN PROPOSAL**

Dear Mr. Wehmeier:

Wight & Company is pleased to submit this proposal for Schematic Design Services related to the renovation of the Village Hall. We have prepared our proposal in the following four parts:

- **PROJECT UNDERSTANDING**
- **SCOPE OF SERVICES**
- **SCHEDULE**
- **COMPENSATION**

PROJECT UNDERSTANDING

We understand that the Village of Lemont (Village) wishes Wight & Company (Wight) to move forward with the schematic design for the renovation of the Village Hall. This design work will build on the conceptual planning work completed in late 2009 and will focus on the following major items:

1. Improvement of the main entry to accommodate a vestibule, lobby reconfiguration and modification of the stair to the second floor.
2. Building maintenance items including tuck-pointing, roofing, HVAC and fire protection modifications, and other deferred maintenance items.
3. Replacement of windows and exterior doors for enhanced efficiency and acoustical performance.
4. Toilet room and plumbing upgrades for the second floor, first floor staff toilets and incorporating public toilet rooms at the first floor lobby.
5. General interior renovations and space changes including addition of conferencing space.
6. Enhancements to the main network room and creation of additional editing support space for the local cable access television provider.
7. North façade upgrades to Village Hall and old Police Facility to enhance the entry and historic appearance.
8. Reconstruction of the east parking lot, front entry sidewalk improvements and landscaping, and exterior retaining wall repairs.

The old police department space to the west of the Village hall is currently being leased and therefore the modifications to that space are intended to be more limited and confirmed to a new joint building front entry renovation, and exterior improvements including the north façade and roofing replacement. We understand that the presently targeted budget for the

project is approximately two million dollars. The primary goal of this schematic design phase is to determine the exact scope of work that can be completed and develop cost estimates to confirm the scope is within the targeted budget.

SCOPE OF SERVICES

Wight will provide architectural, mechanical, electrical, plumbing, structural and civil engineering services in the preparation of the project schematic design. The Schematic Design Documents will illustrate the basic scope, scale and relationship of project components through drawings and written scope narratives. Some of the work scope and deliverables for this phase of the project will include:

- Additional field investigation to confirm the basic dimensional accuracy of existing conditions floor plans. This is not intended to be an exhaustive field investigation, but will be sufficiently complete to allow necessary schematic design decisions to be made.
- Complete building code review to establish the code parameters that will shape the design.
- Prepare schematic site plan showing proposed site work scope and improvements.
- Preparation of principal floor plan(s) for areas that will be renovated with overall dimensions.
- Preliminary building exterior elevations / descriptive building views to demonstrate the proposed façade enhancements.
- Prepare basic building/wall sections as needed to convey scope especially related to the anticipated main front stair modifications.
- Evaluate structural, mechanical, electrical, plumbing and fire protection modifications required and prepare a narrative on project design scope.
- Prepare a project design narrative outlining the building architectural design elements, materials, and systems.
- Prepare a preliminary estimate of construction cost.

We anticipate the commencement of our work with a kick-off meeting to review and confirm the project goals and primary work items outlined in the Project Understanding. At this meeting, we will also walk the building and site to identify the areas of concern related to deferred maintenance items. Following this kick-off, additional field investigation and code analysis will be conducted to establish a baseline for design efforts moving forward.

Design concepts will then be developed to convey options to address the primary design goals for the project, and as a decision is reached on the design direction, it will be further detailed to complete the schematic design scope. As the design scope is developed, we will also be developing cost estimates to confirm that the design decisions being made are in line with the targeted project budget. We anticipate utilizing our resources in the trade contracting community to assist with the development of the cost estimates. The conclusion of this work effort will be the presentation of a schematic design deliverable including drawings, written narratives and a project cost estimate. We will also join you in a presentation of the design scope and estimate to the Village Board as necessary.

SCHEDULE

Wight is prepared to begin work on this assignment within one week of the Village's authorization to proceed. We propose to coordinate with the Village Administration at the

.....
wightco.com
.....

outset of the project to develop a mutually acceptable working schedule. We understand that your goal is to target a year-end completion in order to provide a greater comfort level on the costs as you prepare for the issuance of bonds, and will work closely with you on this schedule to provide the necessary support.

COMPENSATION

We propose to complete the work defined in this proposal for a fixed fee of **Thirty Nine Thousand and 00/100 Dollars (\$39,000)**. This fee is comprised of \$34,000 for design services and \$5,000 for cost estimating.

Wight & Company recommends that an additional Five Hundred Dollars (\$500.00) be budgeted for reimbursable expenses to be billed at direct cost. The following is a list of reimbursable expenses:

1. CAD plots, printing, color reproductions, and delivery costs of drawings and reports.
2. Supplies, materials, and costs related to specific reports and presentations.
3. Travel at the IRS approved rate per mile.

We will issue invoices to the Village on a monthly basis based on a percentage of work completed and invoices will be due within 30-days.

If this proposal is acceptable to the Village of Lemont, please signify your acceptance by signing in the space provided below and return one copy to us for our files. If you have any questions, please do not hesitate to contact Jason Dwyer at (630) 739-6921.

Respectfully Submitted,

WIGHT & COMPANY



Jason P. Dwyer, AIA, LEED AP
Project Executive



Stephen J. Collins
Vice President
Government Programs

ACCEPTED BY:
Village of Lemont

Signature: _____

Printed Name & Title: _____

Date: _____

.....
wightco.com
.....



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
Village Board #124-11

FROM: Charity Jones, Village Planner

THRU James A. Brown, Community Development Director

SUBJECT: **GIS Resolution**

DATE: November 03, 2011

SUMMARY

The Cook County Assessor's office maintains data on land within Cook County. The data includes Cook County parcels, aerial photography, etc. and is stored in a Geographic Information Systems (GIS) format. The Assessor's Office makes its data available to local governments at no cost, but it requires the local government to enter into an agreement with the Assessor's office prior to accessing the data. The agreement sets out the terms under which the Village may use the Assessor's data. The agreement must be signed anew each year.

The attached resolution authorizes the Planning & Economic Development Director to execute the agreement with the Cook County Assessor's office (also attached).

RECOMMENDATIONS

That the Board approve the resolution as drafted.

ATTACHMENTS

1. GIS Resolution
2. Agreement for Access to Geographic Information System

VILLAGE OF LEMONT
RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL DATA SHARING
AGREEMENT WITH THE COOK COUNTY ASSESSOR'S OFFICE**

(GIS RESOLUTION)

**ADOPTED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF LEMONT
THIS 14th DAY OF NOVEMBER, 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 14th day of
November, 2011.**

Resolution No. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL DATA SHARING
AGREEMENT WITH THE COOK COUNTY ASSESSOR'S OFFICE**

(GIS RESOLUTION)

WHEREAS, the Village of Lemont is constantly evaluating and accessing land use and geographic data within and adjacent to the Village; and

WHEREAS, the Cook County Assessor's Office has a geographic information system ("GIS") database that it is willing to make available to the Village at no cost; and

WHEREAS, GIS data sharing with the Cook County Assessor's Office will allow the Village to access GIS data from the Assessor that will facilitate the Village's decision making process with respect to managing and maintaining its land use; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Village and the Cook County Assessor have negotiated an Intergovernmental Agreement, attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Village of Lemont Board of Trustees as follows:

The Planning & Economic Development Director and Village Attorney are authorized to finalize an Intergovernmental Agreement between the Village of Lemont and the Cook County Assessor's Office, attached to this Resolution, and the Planning & Economic Development Director is authorized to execute said Intergovernmental Agreement.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 14th day of November, 2011.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

Approved by me this 14th day of November, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

**AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM**

This AGREEMENT is entered into as of the ____ day of _____, 20____, by and between _____ the Village of Lemont _____ (the "Agency") and the Cook County Assessor's Office (the "CCAO").

WITNESSETH:

WHEREAS, the CCAO has developed a Geographic Information System (the "GIS") consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, "Assessor Data");

WHEREAS, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois ("Cook County");

WHEREAS, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

WHEREAS, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

WHEREAS, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

WHEREAS, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as stated in Exhibit A and incorporated herein. Agency agrees that access to the

GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

SECTION 3. INFORMATION PROVIDED.

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an Information Request). Each Information Request is subject to approval of the CCAO.

SECTION 4. LIMITED LICENSE TO USE.

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

SECTION 5. TERM AND EXTENSION.

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

SECTION 6. DISCLAIMER OF WARRANTIES.

The GIS and the Assessor Data is provided as is without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

SECTION 7. LIMITATION OF LIABILITY.

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

SECTION 8. AGENCY INDEMNIFICATION.

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys' accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

SECTION 9. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 et seq. Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

SECTION 10. CONFIDENTIALITY.

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 11. MISCELLANEOUS.

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
- (b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

**COOK COUNTY
ASSESSOR'S OFFICE**

Chief Deputy Assessor
Cook County Assessor's Office

Signature:

Print Name
Title: _____
Agency Name: _____

Telephone Number:

Exhibit A: Statement of Official Purpose

The Village of Lemont intends to use the Cook County Assessor's data for the following:

- To look up property address information, to use address data for address labels on map products created by the Village; to reference address data in assignment of new addresses.
- To reference building data as a data source for determining non-conformities and to inform local planning studies.
- To reference tax code data as a data source for determining local existing land uses and conducting land use analysis.
- To reference parcel size data in conducting land use analysis.
- To reference when the Village needs to contact a property owner and other sources of contact information are not available.
- To reference PIN data when verifying zoning of a property.
- To use data in the creation of maps for the Village Board, Planning & Zoning Commission, and public reference.
- To use data to conduct land use analysis, the results of which may be included in summary land use reports and studies for the Village Board, Planning & Zoning Commission, and public reference.

Exhibit B: Assessment Data

the Village of Lemont (Agency) hereby requests access to **assessment data** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a file of assessment data, which is maintained on the Cook County Mainframe. The CCAO will make the file of assessment data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Tax Codes: _____

Municipality: Village of Lemont

Permanent Index Number range: Attach additional sheet if necessary

Township: Lemont Township

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit C: Property Images

_____ (the "Agency") hereby requests access to **property images** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of property images. The CCAO will make this computerized database of property images available to Agency in JPEG format, subject to the terms and restrictions and limitations as set forth in the Agreement. In addition to the property images, the CCAO will provide a file containing Permanent Index Number(s), property image capture date, and a list of Permanent Index Number(s) that have no property image assigned. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Permanent Index Number range: Attach additional sheet if necessary

- Municipality: _____

- Year 1998 Photos

- Year 2007 Photos

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit D: Digital Orthophotography (Aerial Photos)

_____ (Agency) hereby requests access to **digital orthophotography (aerial photos)** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a computerized database of digital orthophotography (aerial photos). The computerized database of digital orthophotography for Cook County contains 4,486 tiles. The CCAO will make the computerized database of digital orthophotography available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The digital orthophotography will be provided in .tif or .sid format. In addition to the digital orthophotography, the CCAO will provide a shapefile containing an index of all the tiles for Cook County. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: _____

Year 1998 Photos

Year 2003 Photos

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit E: Planimetric data

_____ (the Agency) hereby requests access to **planimetric data** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of planimetric data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The planimetric data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: _____

Township: _____

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit F: Cadastral data

the Village of Lemont (the Agency) hereby requests access to **cadastral data** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of cadastral data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement. The cadastral data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: Village of Lemont

Township: Lemont Township

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit G: Digital Terrain data

_____ (Agency) hereby requests access to **digital terrain data** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes digital terrain data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: _____

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit H: Lidar data

_____ the Village of Lemont _____ (the Agency) hereby requests access to **lidar data** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes lidar data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: Village of Lemont

Township: Lemont Township

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit I: Oblique Aerial Imagery

_____ (Agency) hereby requests access to **oblique aerial imagery** in accordance with the Agreement, dated _____, between Agency and the Cook County Assessor's Office (the CCAO).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes Oblique Aerial Imagery data. The CCAO will make the computerized database of Oblique Aerial Imagery data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: _____

Requested by

Name: _____

Signature: _____

Date: _____

New EAV Calculation

NEW EAV CALCULATIONS		
2011 OCCUPANCY PERMITS ISSUED		
COMMERCIAL		
NEW BUSINESS		4,298,000
BUSINESS REMODEL		2,935,560
TOTAL COMMERCIAL PERMITS		7,233,560
ASSESSING FACTOR	X	0.25
TOTAL ASSESSED VALUE		1,808,390
RESIDENTIAL		
TOWNHOME / CONDO		2,564,880
NEW HOME		7,005,119
REMODEL / ADDITIONS / FIN BSMNTS		456,267
TOTAL RESIDENTIAL PERMITS		10,026,266
ASSESSING FACTOR	X	0.10
TOTAL ASSESSED VALUE		1,002,627
OTHER		
MISCELLANEOUS		3,000,000
TOTAL OTHER ASSESSED VALUE		3,000,000
TOTAL ESTIMATED ADDITIONAL EAV		5,811,017

Final 2010 Levy – Recommend 2011 Levy

	RATE	2010	2011
	CEILING	PTELL	Levy
		Extended	Estimate
Corporate	0.4375	881,541	1,370,600
Garbage	0.2000	5,619	0
Police Pension		503,637	500,000
I.M.R.F.		237,419	160,523
Street & Bridge	0.1400	188,249	125,000
Police Protection	0.6000	177,713	180,000
Civil Defense	0.0500	9,833	7,500
Social Security		237,419	59,582
Auditing		31,609	25,000
Liability Insurance		153,128	61,250
Street Lighting	0.0500	99,041	65,000
Crossing Guards	0.0200	24,584	7,500
Working Cash	0.0007	4,916	0
Worker's Compensation		63,920	113,750
		2,618,628	2,675,705