



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

NOVEMBER 28, 2011 - 7:00 P.M.

AGENDA

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

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

Building Department

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

Planning & Economic Development

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

Engineering Department

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

Finance Department

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

Police Department

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

Public Works

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

www.lemont.il.us

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
 - A. APPROVAL OF MINUTES
 - B. APPROVAL OF DISBURSEMENTS
- IV. MAYOR'S REPORT
 - A. PUBLIC HEARING – TAX LEVY
 - B. PROCLAMATION FOR EAGLE SCOUT KENNETH M. SCHUMACHER (VV)
 - C. PROCLAMATION FOR DECEMBER AS NATIONAL DRUNK AND DRUGGED DRIVING (3-D) PREVENTION MONTH (VV)
 - D. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - B. ORDINANCES
 1. ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 12897 AND 12935 MAIN STREET (RC) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)
 2. ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT AN APPROXIMATELY 2.2 ACRE PARCEL OF THE SOUTHWEST CORNER OF THE INTERSECTION OF ARCHER AVENUE & BELL ROAD (RC) (PLANNING & ED)(STAPLETON)(BROWN)
 3. ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3 ARTERIAL COMMERCIAL DISTRICT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ARCHER AVENUE & BELL ROAD (RC) (PLANNING & ED)(STAPLETON)(BROWN)
 4. ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO COMCAST OF ILLINOIS VI, LLC (RC) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

5. **ORDINANCE AUTHORIZING REFERENDUM QUESTION – ELECTRICAL AGGREGATION (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
6. **ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 11-12 FOR THE VILLAGE OF LEMONT (RC)
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)
(WEHMEIER/SCHAFER/FRIEDLEY)**
7. **ORDINANCE APPROVING NORTHERN WILL COUNTY JOINT ACTION INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE VILLAGES OF BOLINGBROOK, HOMER GLEN, WOODRIDGE, ROMEOVILLE AND LEMONT (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**

C. RESOLUTIONS

1. **RESOLUTION APPROVING CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION FOR MCCARTHY ROAD, WEST OF DERBY ROAD TO EAST OF ARCHER AVENUE (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
2. **RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR MCCARTHY ROAD, WEST OF DERBY ROAD TO EAST OF ARCHER AVENUE (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
3. **RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH GREATER METROPOLITAN AUTO THEFT TASK FORCE (GMAT) (RC)
(ADMINISTRATION/PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFER/SHAUGHNESSY)**
4. **RESOLUTION APPROVING MASTER ELECTRICITY SALES AGREEMENT WITH EXELON ENERGY COMPANY (STREET LIGHT ACCOUNTS) (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
5. **RESOLUTION ADOPTING A REVENUE AND CASH MANAGEMENT POLICY; AND REVENUE AND CASH MANAGEMENT PROCEDURES AND INTERNAL CONTROL MANUAL (RC)
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFER/FRIEDLEY)**
6. **RESOLUTION ADOPTING A CAPITAL ASSET POLICY AND PROCEDURES (RC)
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFER/FRIEDLEY)**
7. **RESOLUTION ADOPTING A BUDGET POLICY (RC)
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFER/FRIEDLEY)**
8. **RESOLUTION TO APPROVE A SCHEMATIC DESIGN CONTRACT FOR VILLAGE HALL (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION TO DISCUSS LAND ACQUISITION (RC)**
- XIII. MOTION FOR EXECUTIVE SESSION TO DISCUSS THREATENED/PENDING LITIGATION (RC)**
- XIV. MOTION FOR EXECUTIVE SESSION TO DISCUSS PERSONNEL (RC)**
- XV. ACTION ON CLOSED SESSION ITEMS**
- XVI. MOTION TO ADJOURN (RC)**

**MINUTES
VILLAGE BOARD MEETING
November 14, 2011**

The regular meeting of the Lemont Village Board was held on Monday, November 14, 2011 at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. October 24, 2011 Village Board Meeting.

B. Approval of Disbursements

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

IV. MAYOR'S REPORT

A. Motion by Blatzer and seconded by Stapleton to approve a Proclamation for the Lemont Knights of Columbus Council #1599. Voice Vote: 6 ayes. Motion passed.

B. Police Cadet Award Recognition.

C. Acknowledgement to the bike path committee of the Southwest Council of Mayors and Illinois Tollway on the job well done.

D. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. Correspondence

1. Received notice of a status hearing at the Illinois Commerce Commission, 160 N. LaSalle, on November 22 at 10:30 am, concerning the status of the proposed general increase in the ComEd rates.
2. Attended the MCI Institute and Academy in Springfield last month.
3. Attended the Veteran's Memorial Service on Main St. last Friday with Trustees Sniegowski and Stapleton. The service was very nice and our Chief did an especially nice job with his speech.

Ordinances

1. **Ordinance O-68-11 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.** Motion by Miklos, seconded by Sniegowski to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.
2. **Ordinance O-69-11 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.** Motion by Miklos, seconded by Sniegowski to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.

3. **Ordinance O-70-11 Authorizing the Issuance of Incremental Taxes/General Sales Taxes/Revenue Sharing Receipts Alternative 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.** Motion by Miklos, seconded by Sniegowski to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.
4. **Ordinance O-71-11 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.** Motion by Miklos, seconded by Blatzer to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.
5. **Ordinance O-72-11 Ordinance Amending Miscellaneous Administrative Fees.** Motion by Chialdikas, seconded by Blatzer to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.

B. Resolutions

1. **Resolution R-80-11 Approving a Schematic Design Contract for Village Hall.** Motion by Blatzer, seconded by Miklos to table said resolution until November 28th Meeting. VV 6 ayes. Motion passed.
2. **Resolution R-81-11 Approving an Intergovernmental Data Sharing Agreement with the Cook County Assessor's Office.** Motion by Sniegowski, seconded by Miklos to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

The Legislature agreed to divert 13 million dollars from corporate personal property taxes which go to local governments for local purposes.

VII. VILLAGE ADMINISTRATOR REPORT

Lockport, Romeoville and Lemont will work together to get a quiet zone enforced with the railroad.

VIII. BOARD REPORTS

Trustee Miklos – International Police Conference presented an award to our Lemont Police Department. We came in third place.

IX. STAFF REPORTS

Public Works – The New Avenue project is in the restoration stage. The black topping of the Safety Village lot will take place next week. Leaf bags will be picked up until Wednesday, November 23rd by Waste Management.

Police – A checkpoint will take place the Friday after Thanksgiving at 11:00 p.m.

X. UNFINISHED BUSINESS

The Illinois Department of Transportation's Central Office sent us and updated present worth value calculation from \$138,700 to \$409,600 in 2011 dollars for a 0.76 mile segment of Illinois Street between New Avenue and Main Street.

XI. NEW BUSINESS

1. 2011 Property Tax Levy Estimate was recommended at \$2,675,705.00. Motion by Sniegowski, seconded by Blatzer to accept this recommendation. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: ayes. Motion passed.
2. The Mayor discussed pending liquor issues.

XII. EXECUTIVE SESSION

Motioned by Blatzer, seconded by Stapleton, to move into the Executive Session for the purpose of discussing Personnel, Setting the Price of Real Estate and Threatened Litigation.

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 9:03 p.m. Voice vote: 6 ayes. Motion passed.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 A BEEP LLC	45911	10-20-60601	TAIT EQUIPMENT	40000.00	40000.00
01 ACCURINT	20111031	10-20-60110	SEARCHES	79.50	79.50
01 AIRGAS NORTH CENTRAL	105926614	10-17-61100	WELDING TANKS	133.56	133.56
01 ANDERSON EARL	11-11-28	10-53-58000	SANTA DONATION	250.00	250.00
01 ARTHUR PETERSON INC	11-10-31	10-15-60900	SUPPLIES	272.46	74.84
	11-10-31	10-35-57515	SUPPLIES		197.62
01 AMERICAN PUBLIC WORKS ASSN	11-11-28	10-15-52200	MEMBERSHIP FEES	532.00	532.00
01 AT&T	11/11-0958	10-90-53900	CONNEMARA	224.27	131.16
	11/11-1468	72-00-57000	INTERNET P/G		93.11
01 AVALON PETROLEUM COMPANY	010595	10-17-61500	FUEL	14094.39	3079.77
	546698	10-17-61500	FUEL		3617.13
	547223	10-17-61500	FUEL		3994.80
	547224	10-17-61500	FUEL		3402.69
01 AIR 1 WIRELESS	AIR10IN3669	10-90-53900	PHONE HOLSTER	11.04	11.04
01 BROTHERS ASPHALT PAVING INC	11293-1F	10-00-28500	MAYFAIR RESURFACE	46850.50	46850.50
01 BATTERY SERVICE CORPORATION	216305	10-17-61100	BATTERIES	35.90	35.90
01 CALL ONE	11/11-7801	10-90-53900	PHONES	791.17	791.17
01 COMCAST CABLE	11-11-04	10-35-57515	CABLE	171.83	94.55
	11/11-9805	10-90-53900	INTERNET		77.28
01 CLOSED CIRCUIT INNOVATIONS	4860	80-00-70100	V/H CAMERAS	730.00	205.00
	4860	72-00-57000	P/G CAMERAS		200.00
	4860	75-00-57000	M/L CAMERAS		325.00
01 CDW GOVERNMENT LLC	B216414	80-00-70100	COMPUTERS	2195.00	2195.00
01 CASEY EQUIPMENT CO INC	C92393	10-17-61100	PARTS	193.92	148.35
	C92496	10-17-61100	PARTS		45.57
01 COMED	11/11-0229	10-15-53000	STREET LIGHTING	9085.55	24.21
	11/11-2027	10-15-53000	STREET LIGHTING		9061.34
01 CHICAGO TRIBUNE	110360	10-00-28200	R-16629 PASTURE	1000.00	1000.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CHICAGO INTERNATIONAL TRUCKS	13012190	10-17-61100	PARTS	45.27	45.27
01 COURTNEY'S SAFETY LANE	051295	10-17-57000	SAFETY LANE CK	175.50	32.00
	051307	10-17-57000	SAFETY LANE CK		79.50
	051317	10-17-57000	SAFETY LANE CK		32.00
	051319	10-17-57000	SAFETY LANE CK		32.00
01 CARIBBEAN POOLS INC	110044	10-00-28200	R-16568 PASTURE	1000.00	1000.00
01 CROSS POINTS SALES INC	11712	10-35-57500	ALARM PANEL	585.00	585.00
01 DISCOVERY BENEFITS	272490	10-90-53100	FSA EXPENSE	55.00	55.00
01 DUSTCATCHERS	27216	10-35-57500	FLOOR MATS	74.73	74.73
01 EDM PUBLISHERS	15398206	10-25-60300	LAW BULLETIN	98.78	98.78
01 EAST JORDAN IRON WORKS	3435040	22-10-60650	MAINT SUPPLIES	90.99	90.99
01 ENVIRO-TEST INC.	11-128652	22-05-56700	SAMPLES	232.00	232.00
01 EXELON ENERGY INC	100397100260	22-10-54150	TARGET/KOHL'S	1926.34	89.21
	100524000260	22-05-54400	WELL #4		1693.16
	100589700250	22-10-54150	EAGLE RIDGE		114.49
	200941100070	22-10-54150	PASTURE DR		29.48
01 FIRST ADVANTAGE OCCUPATIONAL S	1106188	10-90-56500	EMPLOYEE EXAM	31.22	31.22
01 FLEETPRIDE	45012581	10-17-61100	PARTS	54.54	54.54
01 FRANK NOVOTNY & ASSOCIATES INC	03293-08	10-30-56300	SMITH FARMS	4559.52	162.25
	04150-09	10-30-56300	MEADOW LARK		286.00
	04151-08	10-30-56300	KRYSTYNA CROSSING		357.50
	05462-04	10-30-56300	GLEN OAK CASE 11-		840.00
	05462-04	10-00-29400	PASS THRU 11-06		558.52
	05462-05	10-30-56300	GLEN OAK ESTATES		143.00
	05482-02	10-30-56300	PRAIRIE KNOLLS		348.00
	11140-01	10-30-56300	VANCHO'S SUBDIVIS		143.00
	11293-02&F	10-00-28500	MAYFAIR ST RESURF		1721.25
01 FRANCK ANTONIA	110529	10-00-28200	R-15 E LOGAN	1000.00	1000.00
01 GALICA, JOE	11-11-21	10-53-58000	HORSE/WAGON RIDES	400.00	400.00
01 GERARD, JACK	11-11-28	10-53-58000	ICE SCULPTOR	300.00	300.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 GOVERNMENT FINANCE OFFICERS AS	11-11-21	10-90-56100	CERT APPL FEE	435.00	435.00
01 GLOBALCOM INC	263722	10-90-53900	PHONES	1772.19	1772.19
01 GUARANTEED TECH SERV & CONSULT	2009932	80-00-70100	IT SUPPORT	2035.00	2035.00
01 HALPER, PEGGY	0032	10-30-52400	PZC MINUTES	196.00	35.00
	0032	10-00-29400	PASS THRU 11-13		161.00
01 HOMER INDUSTRIES LLC	S42151	10-15-52900	DUMPING	450.00	50.00
	S42168	10-15-52900	DUMPING		200.00
	S42181	10-15-52900	DUMPING		50.00
	S42192	10-15-52900	DUMPING		50.00
	S42206	10-15-52900	DUMPING		50.00
	S42322	22-05-54300	DUMPING		50.00
01 HOPPY'S LANDSCAPING	6381	22-10-57050	STATE SEWER	4250.00	4250.00
01 ILLINOIS TOLLWAY	G10328032	10-20-57000	IPASS	11.06	11.06
01 INKWELL LTD	56080	10-20-60100	SUPPLIES	139.30	139.30
01 ILLINOIS STATE POLICE	381109758	10-20-60110	S/OFFENDER	30.00	30.00
01 INDEPENDENCE TOWING & RECOVERY	91112	10-17-57000	TOW	450.00	450.00
01 JCM UNIFORMS	659543	10-20-61400	UNIFORMS	107.00	107.00
01 JONES, CHARITY	11-11-21	10-00-29400	PASS THRU 11-02	87.47	18.64
	11-11-21	10-00-19400	PASS THRU 11-05		18.64
	11=11=21	10-30-52100	MEETING		50.19
01 LEMONT CHAMBER OF COMMERCE	112695	10-05-52200	CHAMBER MEMBERSHI	150.00	150.00
01 LEMONT EXPRESS CAR WASH	1325	10-20-57000	CAR WASHES	108.00	108.00
01 LOCIS	32992	10-10-60100	TAX FORMS	410.00	410.00
01 MCCANN INDUSTRIES INC	07139414	10-17-61100	PARTS	147.90	147.90
01 MENARD'S	46523	10-15-60900	SUPPLIES	1307.39	823.90
	46776	10-35-61010	TABLES		155.52
	48808	10-15-60900	SUPPLIES		58.97
	49161	10-15-61300	WELLBOX		269.00
01 MIKLOS, CLIFFORD				279.69	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	11-10-31	10-05-52100	IML CONF		279.69
01 MORRIS ENGINEERING INC				2570.00	
11-02639		10-25-56305	REVIEWS		2310.00
11-02639		10-25-56310	GRADING INSPECTIO		260.00
01 NAPA AUTO PARTS				736.83	
18089569		10-17-61100	PARTS		736.83
01 NORTH AMERICAN SALT CO				2222.56	
70752235		22-05-61050	SOFTENER SALT		2222.56
01 NICOR GAS				244.33	
11/11-0043		22-10-54150	RUFFLED FEATHERS		74.74
11/11-10005		22-10-54150	CHESTNUT XING		19.14
11/11-2000 8		22-10-54150	HARPERS GROVE		21.51
11/11-20006		22-10-54150	OAK TREE		18.21
11/11-4722		22-10-54150	EAGLE RIDGE LIFT		19.85
11/11-9378		22-05-54400	WELL #6		33.92
11/11-9589		22-10-54150	TARGET/KOHLs		21.65
11/11=2000 8		22-10-54150	KEEPATAW TRAILS		35.31
01 NICOLET NATURAL SE INC				86.55	
306088		10-35-61000	WATER		86.55
01 OCCUPATIONAL HEALTH CENTERS				100.00	
1006431726		10-90-56500	EMPLOYEE EXAM		100.00
01 OFFICE OF ILLINOIS ATTORNEY GE				30.00	
381109758		10-20-60110	S/OFFENDER		30.00
01 PITNEY BOWES				636.00	
4026308-NV11		10-10-52300	RENTAL POSTAGE		636.00
01 PIZZO AND ASSOCIATES				9490.92	
10309		10-00-29050	PASS THRU		9490.92
01 PORTABLE JOHN INC				188.16	
A-174788		10-53-60110	PORT A POTTIES		188.16
01 QUILL CORPORATION				174.26	
8035482		10-10-60100	BINDER CLIPS		20.28
8035482		10-10-60100	LASER LABELS		25.54
8035482		10-53-58000	RED PAPER		109.70
8035482		10-53-58000	VELCRO		18.74
01 RAGS ELECTRIC				3595.00	
4827-14		40-00-60900	MAINT SERVICE		1000.00
7569		10-15-56400	STREET LIGHT REPA		2595.00
01 RAINBOW PRINTING				242.90	
408525		10-53-58000	RED POSTER STOCK		70.95
408529		22-05-60100	WINDOW ENVELOPES		171.95
01 RHINO LININGS OF ORLAND PARK				1050.00	
12802		10-15-70200	EQUIPMENT		1050.00
01 ROYAL PLUMBING INC				475.00	
27826		22-05-58100	RPZ TESTING		475.00
01 SUBURBAN BUILDING OFFICIALS CO				75.00	
11-11-28		10-25-52200	SBOC MEMBERSHIP		75.00
01 SOUTHWEST CENTRAL DISPATCH				23616.14	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	11-11-20	10-20-53800	ASSESSMENT		23616.14
01 SOUTHWEST DIGITAL PRINTING	10-10111	80-00-70100	PLOTTER MAINT	313.05	313.05
01 STANDARD EQUIPMENT CO	C69677	10-17-61100	PARTS	31979.52	627.52
	U54592	10-15-70200	SWEEPER		31352.00
01 SIKICH LLP	133340	10-10-56600	CONSULTING	6066.00	6066.00
01 SUBURBAN LIFE PUBLICATIONS	548176	10-10-52450	ANNUAL REPORT	1791.00	1791.00
01 SOSIN ARNOLD & LEIBFORTH	2539-001M	10-90-56420	ADJUDICATION	2000.00	2000.00
01 SPARKLES ENTERTAINMENT	111203LMT	10-53-58000	FACE PAINTING	800.00	800.00
01 SULARZ SZYMON	060195	10-00-28200	R-1382 STATE ST	1000.00	1000.00
01 TOSHIBA FINANCIAL SERVICES	56470129	10-20-70100	COPIER	756.95	756.95
01 TOSHIBA FINANCIAL SERVICES	190540559	10-20-70100	COPIER	320.32	320.32
01 TIGERDIRECT	P35995460111	80-00-70100	SERVER EQUIPMENT	1872.00	1872.00
01 TASK MERCHANDISING INC	20798	10-20-52500	MARKETING SUPPLIE	251.66	251.66
01 TERMINAL SUPPLY CO	87464-00	10-17-61300	TOOLS	682.04	273.43
	87465-00	10-17-61100	PARTS		249.12
	88415-00	10-17-61100	SUPPLIES		159.49
01 TREASURER, STATE OF ILLINOIS	381109758	10-20-60110	S/OFFENDER	10.00	10.00
01 TEE TIME LAWN CARE INC	163757	10-35-57500	LAWN CARE	100.00	100.00
01 VALVOLINE CO	95665312	10-17-61100	OIL	3239.84	3239.84
01 VERIZON WIRELESS	2652619735	10-90-53900	PHONES	412.26	412.26
01 VISION SERVICE PLAN (IL)	11-10-18	10-90-53100	VISION INSURANCE	959.21	959.21
01 WILL COUNTY GOVERNMENTAL LEAGU	11-11-28	10-10-52100	RECEPTION	300.00	300.00
01 WHEEL-GO	0010736	10-20-70300	CX CAB	1299.00	1299.00
01 ZEE MEDICAL INC	0100397531	22-05-60100	,SUPPLIES	148.51	70.81
	100397530	10-20-61200	SUPPLIES		77.70

** TOTAL CHECKS TO BE ISSUED

239480.99

FUND

AMOUNT

GENERAL FUND	221508.85
WATER & SEWER FUND	9733.98
MOTOR FUEL TAX	1000.00
PARKING GARAGE FUND	293.11
PARKING LOT FUND	325.00
GENERAL CAPITAL IMPROVEMENTS	6620.05
*** GRAND TOTAL ***	239480.99

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

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

WHEREAS, on November 20, 2011, Boy Scout Kenneth M. Schumacher from Troop 149, was recognized by the Boy Scouts of America for successfully completing all requirements for Scouting's highest rank of Eagle Scout; and

WHEREAS, one of the major objectives in the Scouting program is to develop citizenship through community involvement, and in addition to working for citizenship merit badges, Scouts are encouraged to participate in community serve projects. For his Eagle Scout Project, Kenneth proposed, organized and executed a landscaping project at Shady Oaks Camp in Homer Glen, and

WHEREAS, Kenneth N. Schumacher, joining his brothers William and Matthew in achieving the rank of Eagle Scout, has learned and displayed the values of leadership and citizenship which will enable him to become one of the leaders of tomorrow.

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

Dated at Lemont this 28th day of November, 2011

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



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

WHEREAS, motor vehicle crashes killed 927 people in Illinois during 2010; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the Village of Lemont is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, do hereby proclaim December 2011 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Lemont and do hereby call upon all citizens, business leaders, health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

Dated at Lemont this 28th 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
Subject: Acquisition of Parcels
date: November 22, 2011

BACKGROUND/HISTORY

The Village has been provided an opportunity to secure certain parcels located within the vicinity of the Gateway TIF. It has been determined this is in the best interest of the Village to move forward in this direction for both short term and long term objectives. The two parcels tonight are the initial parcels that staff is seeking final authorization to move forward on.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinances Authorizing the Acquisition of Subject Parcels

**VILLAGE OF LEMONT
ORDINANCE NO. O-___-11**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL
PROPERTY KNOWN AS 12897 and 12935 MAIN STREET**

**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. O-___-11

**AN ORDINANCE AUTHORIZING THE
ACQUISITION OF CERTAIN REAL PROPERTY KNOWN
AS 12897 and 12935 MAIN STREET**

WHEREAS, the Village Board finds that the acquisition of the real property legally described on **Exhibit A** and commonly known as 12987 and 12935 Main Street, is necessary, convenient and in the interest of the Village of Lemont;

WHEREAS, pursuant to Section 5/2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) the Village of Lemont (“Village”) may acquire and hold real property for corporate purposes; and

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

SECTION 1: The Village Board finds the above recitals to be true, incorporates them into this ordinance, and further finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to acquire the real property legally described on Exhibit A.

SECTION 2: The Village Administrator is hereby authorized to negotiate a contract for the purchase of said Property from the current owner of record at a purchase price not to exceed \$1,400,000 and upon such terms as he deems in the best interest of the Village of Lemont.

SECTION 3: Upon execution of said contract and the filing of same with the Village Clerk, the Mayor and the Village Administrator or authorized to execute any and all documents and to take all necessary actions to acquire said Property.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required 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

EXHIBIT A

LEGAL DESCRIPTION

Lot A - 12897 Main consisting of Parcel 1 and Parcel 2

PARCEL 1:

That part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the South West quarter of the South East quarter and of the South East quarter of the South East quarter (excepting therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1889 as document 1149383 in book 37 of plats, page 18 described as follows: beginning at the South East corner of said Lot 2 on the center line of the Sag Lemont Road, running thence North along the East line of said Lot 2 a distance of 436 feet running thence Westerly and parallel to the Southerly line of said Lot 2 a distance of 150 feet running thence South and parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 436 feet to the South line of said Lot 2, being the center line of said Sag Lemont Road, running thence Easterly along the Southerly line of said Lot 2 a distance of 150 feet to the place of beginning.

Less and except that part of the foregoing property pursuant by deed conveyed to the State of Illinois dated October 31, 1969 and recorded November, 1969 as Document No. 21023519 in the County of Cook, Illinois Recorder's Office, covering the following property:

Beginning at a point on the North line of Sag Lemont Road 150 feet Westerly of the East line of said Lot 2; thence North along said line 150 feet West of and parallel to the East line of said Lot 2, a distance of 8 feet to a point; thence Southeasterly along a straight line, a distance of 150.12 feet, to the East line of said Lot 2; thence West along the North line of Sag Lemont Road, to the point of beginning.

Also less and except that part of the foregoing property pursuant by deed conveyed to the Department of Public Works and Buildings of the State of Illinois dated January 13, 1970 and recorded January 21, 1970 as Document No. 21062560 in the County of Cook, Illinois Recorder's Office, covering the following property:

Beginning at a point on the North line of Sag-Lemont Road 150 feet Westerly of the East line of said Lot 2; thence North along said line 150 feet West of and parallel to the East line of said Lot 2, a distance of 20 feet to a point; thence Southeasterly along a straight line, a distance of 151.33 feet, to the East line of said Lot 2; thence West along the North line of Sag-Lemont Road, to the point of beginning.

AND

PARCEL 2:

That part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the South West quarter of the South East quarter and of the South East quarter of the South East quarter (excepting therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1889 as document 1149383 in book 37 of plats page 18 described as follows: beginning at a point on the center line of Sag Lemont Road 150 feet Westerly of the South East corner of said Lot 2 measured along the South line of said Lot 2 running thence Northerly on a line parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 436 feet, running thence Westerly and parallel to the Southerly line of said Lot 2 a distance of 150 feet, running thence South and parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 436 feet to the South line of said Lot 2 being the center line of said Sag Lemont Road running thence Easterly along the Southerly line of said Lot 2 a distance of 150 feet to the place of beginning, all in Cook County, Illinois.

Less and except that part of the foregoing property pursuant by deed conveyed to the State of Illinois dated October 31, 1969 and recorded November, 1969 as Document No. 21023519 in the County of Cook, Illinois Recorder's

Office, covering the following property:

Beginning at the intersection of a line 300 feet West of the East line of said Lot 2 and the North line of Sag-Lemont Road; thence North along said line, 300 feet West of and parallel to the East line of said Lot 2, (a distance of 40 feet) to a point; thence Southeasterly along a straight line a distance of 151.33 feet to a point on the East line of the above described tract; thence South along said East line, a distance of 20 feet, to a point on the North line of Sag-Lemont Road; thence West along the North line of Sag-Lemont Road, a distance of 150 feet to the point of beginning.

Also less and except that part of the foregoing property pursuant by deed conveyed to the Department of Public Works and Buildings of the State of Illinois dated January 13, 1970 and recorded January 21, 1970 as Document No. 21062560 in the County of Cook, Illinois Recorder's Office, covering the following property:

Beginning at the intersection of a line 300 feet West of the East line of said Lot 2 and the North line of Sag-Lemont Road; thence North along said line, 300 feet West of and parallel to the East line of said Lot 2, a distance of 40 feet, to a point; thence Southeasterly along a straight line a distance of 151.33 feet to a point on the East line of the above described tract; thence South along said East line, a distance of 20 feet, to a point on the North line of Sag-Lemont Road; thence West along the North line of Sag-Lemont Road, a distance of 150 feet to the point of beginning.

Lot B -12935 Main

The East $\frac{1}{2}$, as measured on the north and south lines, of that part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the south west $\frac{1}{4}$ of the south east $\frac{1}{4}$ and of the south east $\frac{1}{4}$ of the south east $\frac{1}{4}$ (except therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded of said Doolin and Kirk's Resubdivision on August 30, 1889 as Document No. 1149383, in Book 37 of Plats, Page 18, described as follows:

Commencing at a point on the center line of Sag-Lemont Road 300.0 feet westerly of the south east corner of said Lot 2, as measured along the south line of said Lot 2; thence northerly on a line parallel to the east line of said Lot 2, a distance of 851.40 feet to the north line of said Lot 2, being also the north line on the south $\frac{1}{2}$ of the south east $\frac{1}{4}$ of said section 14; thence westerly along said north line, a distance of 578.94 feet to the east line of The Commonwealth Edison Company right of way; thence southerly along the east line of said The Commonwealth Edison Company right of way a distance of 848.63 feet to the center line of Sag-Lemont Road, being also the south line of said Lot 2; thence easterly along said center line a distance of 578.2 feet to the place of beginning, (excepting therefrom that parcel of land condemned by the Department of Public Works and Buildings of the State of Illinois for and on behalf of the People of the State of Illinois, in Case No. 69L13193 of the Circuit Court of Cook County, Illinois) all in Cook County, Illinois.



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 of Trustees #131-11

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

THRU

SUBJECT: Case 11-13 Archer & Bell Annexation and Rezoning

DATE: 22 November 2011

BACKGROUND

John B. Murphey, attorney acting on behalf of Standard Bank and Trust/Trust No. 16457, owner of the subject property, has requested annexation to the Village and rezoning to the B-3, Arterial Commercial zoning district. Following a public hearing on 26 October, the PZC voted to recommend approval of the requests. The approved minutes of the public hearing are attached. The resident concerns, as well as other details of the requested action, were discussed at the Committee of the Whole on 21 November 2011.

RECOMMENDATIONS

The requested rezoning to the B-3 zoning district is not consistent with the land use recommendations of the Comprehensive Plan. However, the Village has started the process of updating its Comprehensive Plan, and staff and elected officials have indicated that the current Comprehensive Plan is outdated, particularly as it relates to land use.

The site is located along two arterial roads. The site is 2.2 acres in size, large enough to accommodate a variety of B-3 commercial uses. The site is relatively level with no known environmental issues that need to be mitigated. The UDO contains standards that will mitigate the adverse impacts of commercial development of the site on the neighboring residential properties. Moreover, many of the nearby residential properties are on large, wooded lots, with the homes secluded and well screened from the roads and from the subject site. Because of these factors I find the B-3 zoning appropriate.

The Planning & Zoning Commission (PZC) Voted 5-0 to recommend approval of the requests for annexation and rezoning to B-3. The PZC adopted the following findings of fact:

- a. The requested rezoning is consistent with the intent of the Comprehensive Plan in that it provides commercial space along Bell Road, at the intersection of two arterial roads. Although the requested rezoning deviates from the location of commercial land use proposed in the Comprehensive Plan, this deviation is justified by the acknowledgement that the Comprehensive Plan is currently being updated and changes in land use that have taken place along stretches of Bell Road since the Comprehensive Plan's adoption in 2002.
- b. Sufficient safeguards exist within the Unified Development Ordinance to mitigate any potential incompatibility of commercial use with surrounding residential land uses.

The petitioner's requests for special uses were withdrawn prior to the PZC vote and are not part of the ordinances the Board will be voting on.

ATTACHMENTS

1. Minutes of 26 Oct 2011 PZC meeting
2. Annexation Ordinance
3. Rezoning Ordinance

Village of Lemont
Planning and Zoning Commission
Rescheduled Regular Meeting
Wednesday, October 26, 2011

A meeting of the Planning and Zoning Commission of the Village of Lemont was held at 6:30 p.m. on Wednesday, October 26, 2011, in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Chairman Schubert led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:

Present: Kwasneski, Maher, Sanderson, Spinelli

Absent: Messer, Murphy

Economic Development Director Jim Brown and Village Trustee Ron Stapleton were also present.

C. Approve Minutes

Commissioner Maher made a motion, seconded by Commissioner Spinelli to approve the minutes of the September 21, 2011 meeting with no changes. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

II. CHAIRMAN COMMENTS

Chairman Schubert greeted the audience. He then asked the audience to stand and raise his or her right hand. He then administered the oath.

III. PUBLIC HEARINGS

Case #11-13 Archer & Bell Annexation and Rezoning.

Petition for annexation, rezoning to B-3, and special use approval for a drive-through establishment, funeral home, banquet hall, retail business with a gross floor area of 15,000-24,999 square feet, self-storage facility, and childcare facility, for 2.22 acres of land located at the southwest corner of the Archer Avenue and Bell Road.

Commissioner Spinelli made a motion, seconded by Commissioner Kwasneski to open the public hearing for Case #11-13. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Mr. Brown stated that John B. Murphey was the attorney that was acting on behalf of the owners of the property. He said that the property, which is 2.2 acres, is held in a Trust. Mr. Brown stated that the application is not consistent with the Comprehensive Plan. He said the Plan urges annexation of such properties as this, and is included in the area belonging to Lemont in the future. He stated that the Plan designates this area as low density residential. However, the Plan does give standards for Arterial Commercial and this meets those standards.

Mr. Brown stated that there are no know aesthetics or environmental concerns for the site. He said that water and sewer are not available, which he explained in the staff report. He stated that the Village had signed an agreement with the owners of Cog Hill several years ago to extend water and sewer down to

Main Street. Mr. Brown said that the owner of Cog Hill specified a limited area that the Village could extend water and sewer to. He stated that this subject site is not part of that extended area. To extend water and sewer from the lines on Main Street, the Village would have to seek approval from the owner of Cog Hill. Mr. Brown stated that the applicants are aware of the situation.

Mr. Brown said that staff is recommending approval of the annexation and the rezoning to B-3. He said that staff is not recommending approval of any of the special uses. He stated that the reason for not recommending approval was that the whole concept of a special use is that you agree with those special uses within that zoning district. However, the Municipality would like some discretionary review to ensure any adverse effect can be mitigated. Mr. Brown stated that since there are no site plans or any specific development plans, staff could not comment and ensure that any potential adverse effects would be mitigated. Mr. Brown said that Mr. Murphey was present to speak for the owners.

Chairman Schubert asked the applicants to please come up to the podium to speak.

John Murphey, 30 North LaSalle, Chicago, stated that he was the attorney for the applicant. He said that this is somewhat of an unusual zoning proposal. He stated that the property was held in a land trust. Mr. Murphey said that the beneficiaries, which were disclosed to the Village by law, are the Olsick family and the Hartz Family. He stated that his clients have about 100 years experience in real estate.

Mr. Murphey stated that the reason for the application was due to preliminary discussions with Village representatives and their views of this property. He stated that they both feel that this property is viewed as commercial. He said that the Village is in the process of updated its Comprehensive Plan, and this piece of property, from a long- term view, would fit better as commercial rather than residential.

Mr. Murphey said that they do not have any plans to develop this piece of property at this time. He stated that they do not have a contract to sell the property to anybody at this time or a contract with an option to buy it in one year, two years, or five years. He said that the last twenty years or more, before the crash, the demand for land greatly exceeded the supply. Mr. Murphey said those days are gone. He stated that his clients have seen many ups and downs in the market. He said that they have come to the conclusion that we are at the low end of the market and will be there for the next few years. He stated that when the market comes back, their property would be at a huge disadvantage, when competing with the all the other commercial properties, if they have to then go through this process of rezoning and annexation. Mr. Murphey stated that having the property annexed now and having it ready for when market is ready would be the smart thing to do. He said it would be a good thing for the Village, because they are interested in obtaining an inventory of potentially marketable assets. He stated that doing this now, when there is nothing going on, having the challenges of getting water and sewer, having a Village interested, all adds up that this is a good time to annex. Mr. Murphey stated they want to be in this Village and was impressed with this Village. He stated that the future of this property is better in the Village of Lemont, rather than in unincorporated Cook County.

Chairman Schubert asked if they approached Cog Hill on their own behalf about extending sewer and water.

Mr. Murphey stated that they did not. He said that they felt it was premature.

Chairman Schubert asked if the Board had any questions at this time. None responded.

Chairman Schubert then asked if anyone from the audience would like to come up and speak at this time.

Remo Turano, 4 Clearview Lemont, stated that he was part of the Equestrian Estates Homeowners Association. He asked Mr. Murphey if he was involved with the Mid-Iron project.

Mr. Murphey stated that he was the same Murphey that was involved with the Mid-Iron project.

Mr. Turano stated he then had an issue with this. He said he was concerned with what is going on with Bell Road and this is the same approach the last time he had come to a meeting here. He stated that he has problem with approving this and not having any plans or ideas for this property. He said that there are a lot of million dollar homes whose property values have gone down. He stated that he did not want to see a storage facility or any of the other special uses on this property. Mr. Turano stated that he did not see the purpose for this zoning change. He said that the Comprehensive Plan was for residential and does not see how this is compatible.

Chairman Schubert stated that right now the Village is in the process of updating the Comprehensive Plan. He said one of the things they have looked at is a lot of areas, including this one, may change because many arterial areas have become B-3 providers for us. He stated that this is one of those arterial areas where you have a main highway, Archer Avenue, which crosses Bell Road. He said someday in the future they could make Bell Road a four lane road. Chairman Schubert stated that he did not want to see a storage facility either, but there is not a plan presented tonight. He said that they are not talking about what is being built there, because they do not give carte blanche.

Mr. Turano stated that this is the second time that this has happened. He stated that down by Mid-Iron the same thing is happening, but that is in the hands of Palos. Now there are two Villages approving zoning changes and waiting to see what happens. He said that he has an issue with that.

Chairman Schubert stated that the Board still has control over it. He said just because it is zoned B-3 doesn't mean that they can do anything they want. He stated that they will have to come back to the Board for review.

Mr. Turano stated that the Board has to understand how they feel. He said they are fighting about taking a nice golf course and changing it to commercial. He stated that this corner is also going to change to commercial if people have their way. He said now there is talk about a cell tower being built by the school. Mr. Turano said that they got blind sided when they built the school and he does not want that to happen again. He stated that he wants the Board to know that they are watching the area and they want something nice. He said that he is a businessman who understands the economy, and all the hoops you have to jump through to get things passed. However, you have to look at the big picture and whatever is built there will be permanent. Mr. Turano stated that they have a stake in this and they do not want their home values to go down any more than what they have.

John Krafcion, 11241 S. Archer Avenue, Lemont asked why the Comprehensive Plan from 2002, which was done with a little forethought, shows this property as residential. He said that there is not a clear explanation why this property, which is on a very busy street, is talking about putting a drive-thru on the property leading out to a residential street. He stated that he did not agree that this property should be commercially zoned.

John Goushas, 12833 Campbell Street, Lemont, stated that his biggest concern would be the water. He said that there is two retention ponds that are about an acre away, and in the spring there is about 10,000 to 20,000 gallons of water that rush out of that pond. He stated that when they did the school, there is an 18 inch culvert and less than 60 feet away it drains down to a six inch culvert. He said that nobody carried it out far enough to see where it went; they all assumed that it drained into the ditch. Mr. Goushas stated that the neighbors on Artesian are now putting up walls to funnel the water from coming into their front yards. He said that he has a large pond in his back yard that drains out all the way through from the southwest corner of the subject site to Bell Road. He stated that there is water that comes around the north end of Archer Avenue that goes over the curb and out into the intersection. He said when it freezes it is a death trap. Mr. Goushas stated that there have been two people killed on that curve within the last six years. He said that there is no way you can make a left hand turn out onto Bell Road from this site, nor could you make a left onto Archer and cross four lanes of traffic. He stated that a drive thru would not work.

Mr. Goushas asked if they put a culvert in, who would clean the culvert every year. He stated that there are heavy wooded lots there. He said that he gets about 23,000 to 40,000 cubic feet of leaves on his lot

that he mulches. Mr. Goushas stated that these are things that need to be addressed and it is a major concern.

Rosina Rina, 11271 Bell Road, Lemont, stated that she has been at this residence for 16 years and the traffic was horrible at the beginning. She said it did get better after I-355 was built. Ms. Rina stated that she gets all the water from the lot. She said that it comes under Bell Road and there is a pipe that her husband extended on the side of the driveway that leads to the back yard. She stated that her back yard is like a swimming pool after it rains real hard. Ms. Rina stated that it is dangerous just getting her mail from the street. She said that the water and traffic is her concern.

Michael Macek, 17 Equestrian Way, Lemont, stated that his main concern is setting precedence for landowners requesting rezoning without plans and it being approved. He said that all commercial properties along arterial roads would be subject to this action, which means we are losing a voice in what gets built on those properties. Mr. Macek stated that they should make the rezoning faster and easier for the applicants and not eliminate the rules that are set up for a reason.

Marsha Kubis, 78 Horseshoe Lane, Lemont, stated that Bell Road has become commercial south of 135th. She stated that residents of Equestrian Estates do not want it to become commercial north of 135th. She said the street is lined with homes and it is not a commercial area. She stated that you could not widen Bell Road because there are homes right up against it. Ms. Kubis stated that it is dangerous already and you could not add any additional traffic. She said they want to keep their rural atmosphere.

Greg Bachelor, 2 Split Rail, Lemont asked if this is not approved, would the applicant go down the road to Palos to see what they would offer.

Chairman Schubert asked if anyone else would like to come up and speak. None responded. He then asked if Mr. Murphey would like to come up and address the comments that were made.

Mr. Murphey stated that zoning is regulatory, some of the comments in regard to storm water or flooding would be performance related. He said that they are obligated by the Village's code to make sure, however that property develops, that they do not increase the burden on anybody's property over and above what nature is doing now. He stated that the Village has in place storm water requirements and engineering requirements that they would have to meet. Mr. Murphey stated the issue relating to Palos Hills and Mid-Iron has nothing to do with this property. He stated that some people stated that they did not want commercial to go there because there is too much traffic. He said that is why sometimes commercial wants to go there. Mr. Murphey stated that they want to be in Lemont, they feel the property long-term will be an asset to Lemont and hopes the Village agrees with them.

Commissioner Sanderson stated that he wanted to clarify that they were voting on two separate issues. He said one being the zoning and the other being the special uses.

Mr. Brown stated that he was correct.

Mr. Murphey stated that when they met with staff, he felt there may be a few special uses that would be harmless or consistent with the permitted uses. He said they asked if they could apply for them also. He said that he understands anything involving a drive thru has special considerations, and the Board would not want to agree to it. He stated that they accept that. Mr. Murphey stated that their main focus is coming into the Village and having that B-3 zoning in place. He said that is how the special uses got involved.

Commissioner Spinelli asked Mr. Brown if Archer Avenue in this area fell under the jurisdiction of IDOT and if Bell Road was still under the County.

Mr. Brown stated that he was correct.

Commissioner Spinelli stated that any entrance permit and any engineering for the entrances would have to be approved by the Village Engineer, IDOT, and the County.

Mr. Brown stated curb cuts and any additional turning lanes.

Commissioner Spinelli stated that the talk about a drive thru would be for the site itself and not immediately off of one of these roads. He said that he does not know of any drive thru facilities where their drive thru access was immediately off of an arterial road that surrounds the property. He said that even though the current Comprehensive Plan shows this as residential, with having that major intersection there, he could not see this site as residential.

Commissioner Kwasneski asked where were the location for the curb cuts and what will the traffic flow be for the property. He asked if they did not get water and sewer from Cog Hill, what the next plan was. He stated that if this was banquet hall would there be enough parking with only 2.2 acres. He asked if it was a self storage, would it be indoor climate control or outdoor. He stated that he felt the outdoor would not fit in a commercial setting.

Chairman Schubert stated that in 1993, before the 2002 Comprehensive Plan, they saw some areas of 127th as commercial that went residential. He stated that times change. He said where the Chipain's Store is located; it started out with just Chipain's and a True Value. It was not part of the Comprehensive Plan, but it changed because it was needed. He said now we are reviewing the 2002 Plan and were looking at a subject property, which might become commercial. Chairman Schubert stated that they are looking at these different arteries that have changed already to commercial that were listed as residential. He stated that the Board is looking at all avenues. He said in regards to this case, he feels that this is a little premature because of not having any specific site plans.

Chairman Schubert said to answer a few questions in regards to water, storm water, and sewer, Lemont is a lot stricter then what it is with the County. He said Lemont's standards are higher. He stated that the school on Bell Road was handled by the County. He said when there are problems in the Village; the Village tries to make them responsible to clean up their act. Hopefully they accomplish their goals.

Ms. Rina asked who would have control of this, County or the Village of Lemont.

Chairman Schubert stated if the Village annexes the property then the Village of Lemont would.

Ms. Kubis said that the other shopping areas went in because there was a need. She stated that there is no need for anything here. She said they moved to a rural area because that is what they wanted. She stated that she knows Equestrian Estates is not part of Lemont, and maybe the Village does not care how they feel, but since they are on their Comprehensive Plan, she hopes they will consider how they feel.

Chairman Schubert stated he always thinks of them as good neighbors and consider them like family.

MaryAnn Bachelor, 2 Split Rail, Lemont, stated that she is concerned why that area is so important to be rezoned commercial. She said right up the street there are lots that are for sale for commercial development. She stated that there are stores by Home Depot and Dominick's that are vacant. Ms. Bachelor asked what makes the owners think that they will be more successful with this area.

Chairman Schubert stated that anyone who owns property has the right to come and ask the Board.

Mr. Brown stated that he wanted to address a few misconceptions. He then read to the audience the first paragraph on page five under "Recommendations." He stated that the Comprehensive Plan is a general guideline and Municipalities will often deviate from the Plan. He said that it is not consistent with the current Comprehensive Plan, and it would be remiss if he didn't call that out to the Board and elected Officials. However, he feels that it is appropriate for this rezoning. Mr. Brown stated that his job here on the Village staff is to respond to requests from people who are interested in starting a business here in Lemont. He said it is a good idea to have an inventory or a bank of various types of properties that the

Village can show to land owners or commercial property managers. Sometimes there is a request for something specific, like to be in a shopping mall or they want to build new. He stated that from his perspective it would be advantageous to be annexing and rezoning properties without a specific site plan.

Mr. Brown stated that Lemont has very stringent requirements within their zoning code. He said that if this was approved to the B-3 zoning, there are still stringent landscaping requirements, transition yard requirements, and very detailed architectural standards that they would have to meet when building. Mr. Brown stated that the Village's engineering standards are more stringent than the MWRD standards. Mr. Brown stated that he is very comfortable granting B-3 zoning without any plans because the zoning requirements go a long way to mitigating what might be adverse impacts in potential development.

Mr. Brown stated in regards to comments on traffic, whatever business develops here, they would try to capture the traffic that already exists. He stated that if it was something that would generate traffic and sales tax, he would be all for it hoping it would bring people into the Village. He stated that the Village relies on sales tax for almost a quarter of its revenue. That reliance will probably increase in the future.

Mr. Brown stated that there are no curb cuts because there is no site plan. He said that there are IDOT standards. He stated any turning lanes would have to be approved by the Village's engineer, IDOT and Cook County officials.

Mr. Brown stated that there was a comment about setting precedence; he said that the Village already did it farther down on Bell Road. He stated that it was something new to the Village and normally they would like to see a development plan before they annexed. He said times have changed. The demand and marketability for sites along with the competition with neighboring communities are dictating a lot of the decisions that Village's will be making over the next five to ten years.

Mr. Brown stated that this property is limited because it is only 2.2 acres. He said because of the smaller size it would be limited on parking. He stated that the Village has parking requirements and this will limit the traffic intensity.

Mr. Turano stated that he understands the economic times. He said that he felt that this hearing was all about the Village needing sales tax revenue. He stated that it is the biggest thing for a Village. Mr. Turano asked how far are they going to take it. He stated that what they do to Bell Road is permanent and has a big effect. He said that the Board should be concentrating on all the property by Main Street and Archer.

Mr. Brown stated that they are and it was just discussed at the Village Board Meeting on Monday.

Mr. Turano stated to leave it residential and work on property by Main Street and Archer.

Mr. Brown stated that he would like to retract the comment about sales tax so that nobody thinks that the Village is only pursuing this property for sales tax reasons. He stated that it was not only to pursue the sales tax. He said that he likes it when the Village can get businesses that people are clamoring and asking for.

Ms. Bachelor stated that she had a comment about the landscaping. She said that the landscaping around the Target gets ruined by the trucks that go there and it takes weeks before it is fixed. She said you can put beautiful landscaping in, but you can't teach a truck driver how to drive. Ms. Bachelor stated in regards to the sales tax concern, Lemont should also be concerned about us who pay the property taxes. If you start doing things that people are not happy with then you could have a mass exit out of Lemont.

Mr. Krafcion said his concern is that there are no plans or nobody interested in the property. He stated that nobody was interested in this property during the economic boom, but suddenly now during a recession they want to make this change. He said to make the decision when you have an idea of what might go in there.

Dorothy Gaushas, 12821 Campbell Street, said they have lived in this house for over 50 years. She asked why the annexation. She stated why can't the Village go and annex the area down by Archer and Route 83. Ms. Gaushas stated that the Village was going to have a hard time annexing anything south on Bell Road. She stated that when she first moved to Lemont, no bank would give them a construction loan because they felt that the area was never going to develop. She said now all of a sudden everyone is finding Lemont and she is wondering why. Ms. Gaushas stated that she knows that if the developers do not get what they want from the Village then they will go to the County. However, the people that live in the Township of Lemont are well versed on how to stop a project that they don't agree with. She said the traffic is bumper to bumper at six o'clock in the morning and it is horrible.

Mr. Murphey said that he feels that everyone at the meeting agrees that this piece of property is not a residential piece of property. He said imagine putting up a sign saying "four single family home sites for sale" with the amount of traffic that goes by the property. He said in response to the comment that it might be premature, it is not because it is not going to be residential. Mr. Murphey stated that Mr. Hartz has built in about 30 different communities and sometimes the process is more difficult than others. He said what they are most impressed about with this Village, is the concept of partnership and inventory of commercial property. He stated that it is in the Village's best interest to exercise the regulatory control over this property. He said that he hopes the Board gives a favorable recommendation knowing that this is the end of the beginning.

Mr. Brown said he would like to update everyone that the Village is taking steps to clean up the area of Route 83 and Main Street. He stated that they established a TIF District there a few years ago, annexed some land and it is under the Village's control. He said with some of the money from the TIF they were able to purchase two properties there. Mr. Brown said they are dealing with various scenarios and plans for the redevelopment of both junk yards and Route 83 and Main.

Mr. Brown said the reason to annex, besides the sales tax that the Village might get, is so that the Village of Lemont can have control. He said that in the past three years he has appeared before the Cook County Zoning Board of Appeals to argue against proposals that developers were bringing near the boundaries of Lemont. He stated that in all three cases Cook County recommended approval of the development over the Village's objections. Mr. Brown said one of the first questions that the Cook County Board asked him was; if Lemont was so interested why did they not annex the property and if you didn't annex why should their Board care about how Lemont feels about it now. He stated that the B-3 zoning does not allow adult uses, pawn shops, or electronic billboards. He said that there are a lot of land uses that Lemont does not allow that the County would be very eager to approve. That is why they want to annex territory.

Clem Gaushas, 12821 Campbell Street, Lemont asked if the Village was going to bring water and sewer to all this annexation.

Mr. Brown said when time and money permits. He stated that this particular site is a little difficult.

Mr. Gaushas said that for the Township you have one well for an acre a land. He stated that this property is two acres and wants to know what they plan on doing.

Mr. Brown stated that if they did not come into the Village and seek municipal water, they would have to get County approval for well and septic.

Mr. Macek asked why site specific plans were never made a requirement when annex action is taken in a rezoning.

Mr. Brown stated that in the past there were not as many unpleasant experiences with Cook County or people going to the County. He said it was like that with other municipalities. Mr. Brown stated that it was the policy that the Village did not want annex or approve zoning without some specific plans. He said it was a policy, not a rule.

Mr. Stapleton said 15 years ago it was allowed at the corner of 131st and Bell.

Mr. Brown stated that in 2006 the Village updated their zoning codes and put in a lot of provisions that help mitigate many of the adverse impacts. He said now the Village doesn't have to negotiate it in an annexation proceeding.

Chairman Schubert stated that back then the building was going so fast the property was being annexed and site specific plans were being done because the plans were rotating so fast. He stated that instead of having the owner wait for a year before they started building, they would progress at a quicker rate where they would be ready in four to six months.

Mr. Macek stated that it is scary to think that this can be the norm.

Commissioner Maher asked if they would be voting separately for the rezoning and the special uses.

Chairman Schubert stated yes.

Mr. Murphey stated that they would like to withdraw the special uses. He said that they understand the concerns and are more than happy to come into the Village with just the zoning.

Commissioner Spinelli asked Mr. Brown if there was any discussion between the Village and the owners as to why the immediate jump to B-3 instead of B-1. He said was there discussions about coming in and starting as B-1 first, then coming back when they have a specific use and asking for the higher zoning.

Mr. Brown said that they did not discuss that. He said from their perspective they wanted to make this property as marketable as possible and a B-3 gives them a wider range. He stated B-3 is arterial commercial and that is what this is. A B-1 zoning is neighborhood commercial where it is not auto dependent.

Chairman Schubert asked if anyone else would like to come up and comment on this public hearing. None responded.

Commissioner Spinelli made a motion, seconded by Commissioner Maher to close the public hearing for Case #11-13. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Commissioner Maher made a motion, seconded by Commissioner Kwasneski to recommend approval of Case #11-13 **without** any special uses.

Chairman Schubert then read the Findings of Fact.

Findings of Fact:

- a. The requested rezoning is consistent with the intent of the Comprehensive Plan in that it provides commercial space along Bell Road, at the intersection of two arterial roads. Although the requested rezoning deviates from the location of commercial land use proposed in the Comprehensive Plan, this deviation is justified by the acknowledgement that the Comprehensive Plan is currently being updated and changes in land use that have taken place along stretches of Bell Road since the Comprehensive Plan's adoption in 2002. *All Commissioners agreed.*
- b. Sufficient safeguards exist within the Unified Development Ordinance to mitigate any potential incompatibility of commercial use with surrounding residential land uses. *All Commissioners agreed.*
- c. Sufficient safeguards exist within the Unified Development Ordinance to ensure that the proposed special uses will be designed so that it protects the public health, safety and welfare. *Chairman Schubert stated this will be stricken since the applicant has withdrawn the special uses.*

- d. The requested special use will create minimal demands for Village services, and this particular site is large enough to allow design flexibility that ensures adverse impacts of the special uses are mitigated. *Chairman Schubert stated this will be stricken since the applicant has withdrawn the special uses.*

A roll call vote was taken:

Ayes: Kwasneski, Maher, Sanderson, Spinelli, Schubert

Nays: None

Motion passed

IV. STAFF REPORT

Mr. Brown stated that next months meeting would probably be devoted to the Comprehensive Plan. He said that there were 415 surveys completed for the Comprehensive Plan so they will start to go over them now.

Commissioner Maher stated that there was an Active Transportation meeting on November 9th.

Commissioner Spinelli stated that the Rolling Meadows detention basin at Rolling Meadows Drive and Harvest was maintained and owned by the Village. He said that the detention basin outfall, on the northeast corner, has four or five metal fence posts that were used during construction to keep the straw bails in place and they are still there. Commissioner Spinelli stated that when the basin fills up with water the kids play there and you only see two to three inches of the top of those poles. In the winter the snow drifts build up there. He asked if Public Works could please take those out.

Mr. Brown stated that he would let them know.

V. ADJOURNMENT

Commissioner Spinelli made a motion, seconded by Commissioner Kwasneski to adjourn the meeting.

A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Minutes prepared by Peggy Halper

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
AN APPROXIMATELY 2.2 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF ARCHER AVENUE & BELL ROAD IN LEMONT, IL**

(SW Corner Archer & Bell)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 28TH 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 28th day of
November, 2011.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
AN APPROXIMATELY 2.2 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF ARCHER AVENUE & BELL ROAD IN LEMONT, IL**

(SW Corner Archer & Bell)

WHEREAS, the Clerk of Village of Lemont has received a petition for annexation pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes; and

WHEREAS, the territory described in the petition is not within the corporate limits of any municipality but is contiguous to the Village of Lemont; and

WHEREAS, the land proposed to be annexed will continue to be serviced by the same Library District and the Lemont Fire Protection District; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Dupage, and Will, State of Illinois, as follows:

SECTION 1: That the subject property (PINs 22-23-204-006, 22-23-204-007, 22-23-204-008, 22-23-204-013), being accurately described and depicted on the map attached hereto as Exhibit "A," is hereby annexed to the Village of Lemont, Counties of Cook, DuPage, and Will, Illinois.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL,
ILLINOIS, on this 28th day of November, 2011.**

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

Approved by me this 28th day of November, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PIN: 22-23-204-006
 PIN: 22-23-204-007
 PIN: 22-23-204-008
 PIN: 22-23-204-013

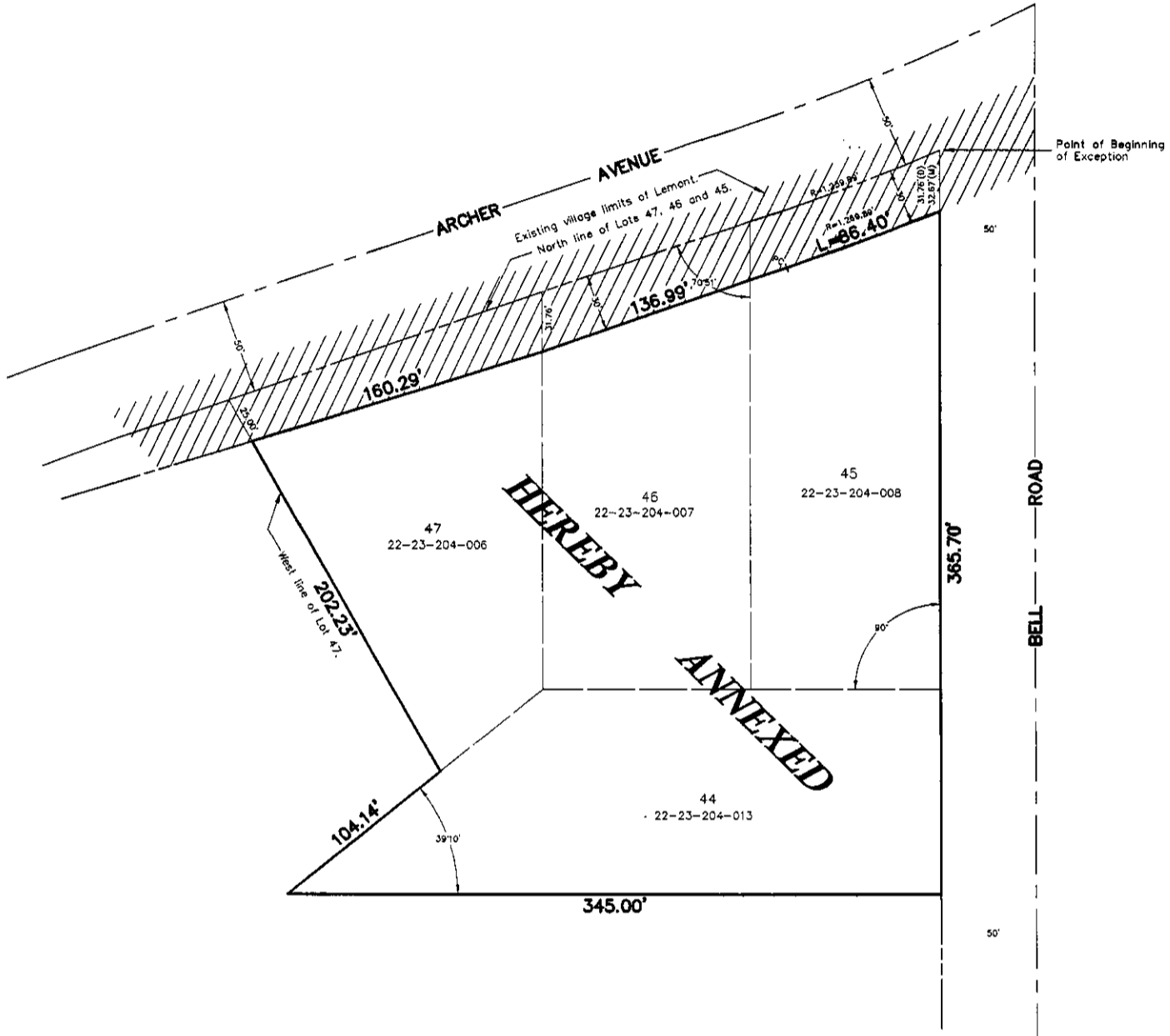
PLAT OF ANNEXATION INTO THE VILLAGE OF LEMONT OF



SCALE: 1" = 50'

Area: 96,726 Square Feet

LOTS 44, 45, 46 AND 47 (EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 45; THENCE SOUTH ALONG THE EAST LINE OF LOT 45, A DISTANCE OF 31.76 FEET, MORE OR LESS, TO A POINT NORMALLY DISTANT 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 45; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND NORMALLY DISTANT 30.00 FEET SOUTH OF THE NORTH LINE OF LOTS 45 AND 46, A DISTANCE OF 223.7 FEET TO A POINT BEING 31.78 FEET, MORE OR LESS, SOUTH OF THE NORTHWEST CORNER OF LOT 46, AS MEASURED ALONG THE WEST LINE OF SAID LOT 46; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 160.29 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 47, SAID POINT BEING 25.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 47, A DISTANCE OF 25.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 47; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF LOTS 47, 46 AND 45, TO THE POINT OF BEGINNING), ALL IN ARCHER GARDENS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



State of Illinois) s.s.
 County of _____)

STANDARD BANK AND TRUST COMPANY, as Trustee under the terms of a Trust Agreement dated January 8, 2000, and known as Trust No. 18457, does hereby certify that it is the holder of record title to the property described in the above caption, and that as such title-holder it does hereby agree and consent to said property being annexed as shown on the plat hereon drawn.

Dated at _____, on this _____ day of _____, A.D. 2011.

STANDARD BANK AND TRUST COMPANY

Address _____
 City, State, Zip _____
 as Trustee as aforesaid;

BY: _____

ATTEST: _____

State of Illinois) s.s.
 County of _____)

I, _____, a NOTARY PUBLIC in and for said county and state, do hereby certify that

_____, and _____
 (Name) (Title)
 _____ of _____
 (Name) (Title)

Standard Bank and Trust Company, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed said instrument as their own free and voluntary act and as the free and voluntary act of said Standard Bank and Trust Company for the uses and purposes therein

set forth, and said _____ as custodian of the Corporate Seal of said Standard Bank and Trust Company did then and there affix said seal to said instrument as their own free and voluntary act and as the free and voluntary act of said Standard Bank and Trust Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 2011.

 NOTARY PUBLIC

State of Illinois) s.s.
 County of Will)

We, VANTAGEPOINT ENGINEERING, LLC, do hereby certify that we have prepared the plat hereon drawn for the purpose of annexation into the Village of Lemont, Illinois.

Dated at Orland Park, Illinois this 2nd day of September, A.D. 2011.

FOR REVIEW

BRADLEY K. LUEDERS
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003406
 (LICENSE EXPIRATION DATE: 11-30-12)

State of Illinois) s.s.
 County of _____)

The annexed plat is identified as that plat incorporated into and made part of the Village of Lemont, Illinois by Ordinance No. _____ and the property shown and described hereon is hereby incorporated into and made part of the Village of Lemont, Illinois by said ordinance this _____ day of _____, A.D. 2011.

BY: _____
 VILLAGE PRESIDENT

ATTEST: _____
 VILLAGE CLERK



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT
FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3
ARTERIAL COMMERCIAL DISTRICT AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF ARCHER AVENUE & BELL ROAD IN LEMONT, IL**

(SW Corner of Archer & Bell)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 28th DAY OF NOVEMBER, 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 28th day of November, 2011.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3 ARTERIAL COMMERCIAL DISTRICT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ARCHER AVENUE & BELL ROAD IN LEMONT, IL

(SW Corner of Archer & Bell)

WHEREAS, Ogden Main, LLC, as sole beneficiary under Standard Bank and Trust Trust No. 16457, hereinafter referred to as the "Petitioner," is the owner of property covering approximately 2.2 acres located at the southwest corner of the intersection of Archer Avenue and Bell Road (PINs 22-23-204-006, 22-23-204-007, 22-23-204-008, 22-23-204-013) hereinafter referred to as "the subject property," and legally described and depicted in the Plat of Annexation, attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Petitioner applied under the provisions of the Village of Lemont Unified Development Ordinance, Ordinance # O-7-08, as amended, to rezone the subject property from R-1 Single Family Detached Residential zoning district to B-3 Arterial Commercial zoning district; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on October 26, 2011 for the rezoning request and voted 5-0 to recommend approval of the rezoning; and

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

WHEREAS, the President and Board of Trustees of the Village has reviewed the matter herein and has determined that the zoning map amendment is in the best interest of the Village of Lemont, and herein adopts the finding of facts as set forth in Exhibit "B".

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

SECTION 1: Zoning Map Amendment Approval. That the subject property described above is hereby rezoned from its current R-1 Single Family Detached Residential zoning district to the B-3 Arterial Commercial zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION 2 Publication: 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 Effective Date: That this Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 28th day of November, 2011.

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

Approved by me this 28th day of November, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A to AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3 ARTERIAL COMMERCIAL DISTRICT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ARCHER AVENUE & BELL ROAD IN LEMONT, IL

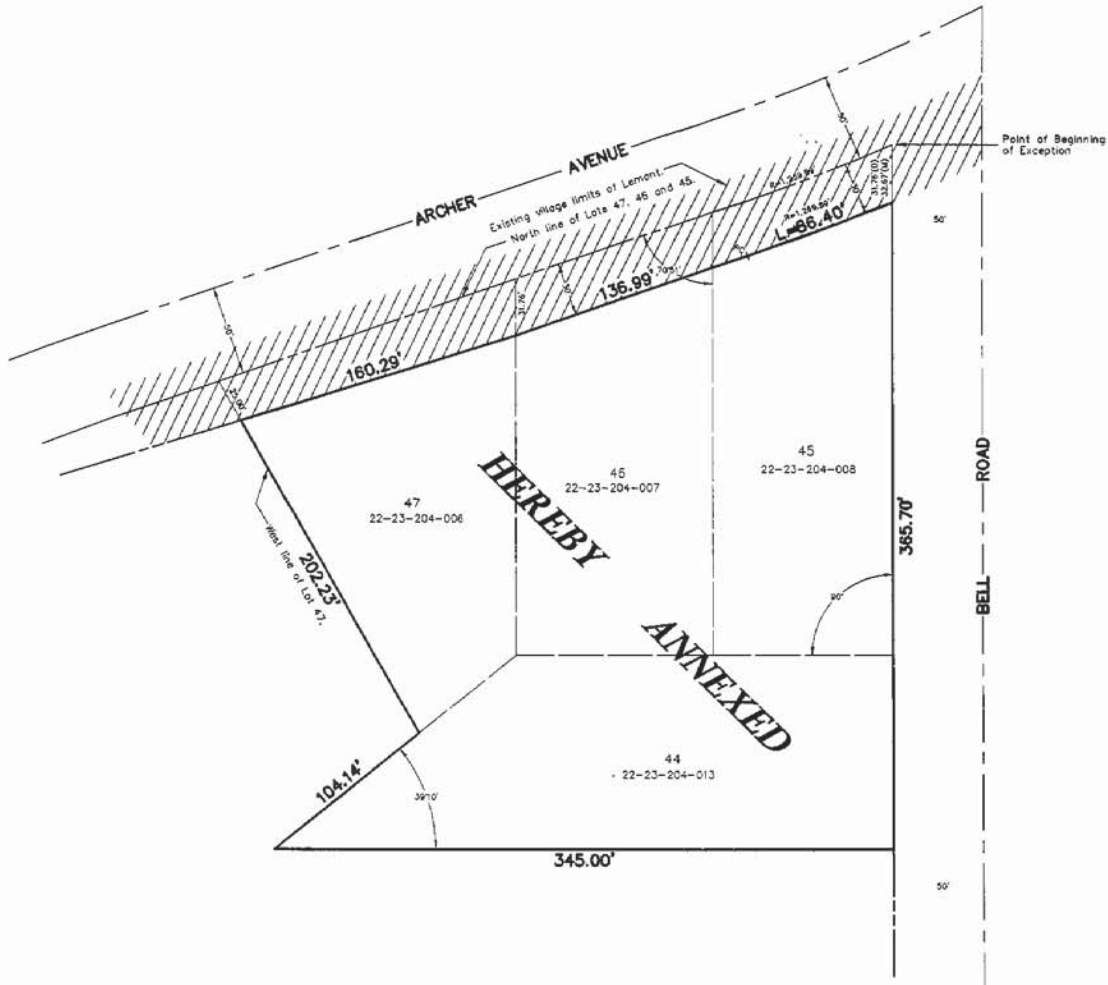
PIN: 22-23-204-006
 PIN: 22-23-204-007
 PIN: 22-23-204-008
 PIN: 22-23-204-013

PLAT OF ANNEXATION
 INTO
THE VILLAGE OF LEMONT
 OF



Area: 96,726 Square Feet

LOTS 44, 45, 46 AND 47 (EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 45; THENCE SOUTH ALONG THE EAST LINE OF LOT 45, A DISTANCE OF 31.76 FEET, MORE OR LESS, TO A POINT NORMALLY DISTANT 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 45; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND NORMALLY DISTANT 30.00 FEET SOUTH OF THE NORTH LINE OF LOTS 45 AND 46, A DISTANCE OF 223.7 FEET TO A POINT BEING 31.76 FEET, MORE OR LESS, SOUTH OF THE NORTHWEST CORNER OF LOT 46, AS MEASURED ALONG THE WEST LINE OF SAID LOT 46; THENCE THE NORTHWEST CORNER OF LOT 46, AS MEASURED ALONG THE WEST LINE OF SAID LOT 46; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 166.29 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 47, SAID POINT BEING 25.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 47, A DISTANCE OF 25.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 47; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF LOTS 47, 46 AND 45, TO THE POINT OF BEGINNING), ALL IN ARCHER GARDENS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



State of Illinois) s.s.
 County of)

STANDARD BANK AND TRUST COMPANY, as Trustee under the terms of a Trust Agreement dated January 5, 2000, and known as Trust No. 18457, does hereby certify that it is the holder of record title to the property described in the above caption, and that as such title-holder it does hereby agree and consent to said property being annexed as shown on the plat hereon drawn.

Dated at _____, on this _____ day of _____, A.D. 2011.

STANDARD BANK AND TRUST COMPANY

Address _____
 City, State, Zip _____
 as Trustee as aforesaid;

BY: _____

ATTEST: _____

State of Illinois) s.s.
 County of)

I, _____, a NOTARY PUBLIC in and for said county and state, do hereby certify that

(Name) (Title) and _____ of _____

Standard Bank and Trust Company, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed said instrument as their own free and voluntary act and as the free and voluntary act of said Standard Bank and Trust Company for the uses and purposes therein

set forth, and said _____ as custodian of the Corporate Seal of said Standard Bank and Trust Company did then and there affix said seal to said instrument as their own free and voluntary act and as the free and voluntary act of said Standard Bank and Trust Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 2011.

NOTARY PUBLIC

State of Illinois) s.s.
 County of Will))

We, VANTAGEPOINT ENGINEERING, LLC, do hereby certify that we have prepared the plat hereon drawn for the purpose of annexation into the Village of Lemont, Illinois.

Dated at Orland Park, Illinois this 2nd day of September, A.D. 2011.

FOR REVIEW

BRADLEY K. LUEDERS
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 015-003400
 (LICENSE EXPIRATION DATE: 11-30-12)

State of Illinois) s.s.
 County of)

The annexed plat is identified as that plat incorporated into and made part of the Village of Lemont, Illinois by Ordinance No. _____ and the property shown and described hereon is hereby incorporated into and made part of the Village of Lemont, Illinois by said ordinance this _____ day of _____, A.D. 2011.

BY: _____
 VILLAGE PRESIDENT

ATTEST: _____
 VILLAGE CLERK



EXHIBIT B

to

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3 ARTERIAL COMMERCIAL DISTRICT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ARCHER AVENUE & BELL ROAD IN LEMONT, IL

Findings of Fact

- a. The requested rezoning is consistent with the intent of the Comprehensive Plan in that it provides commercial space along Bell Road, at the intersection of two arterial roads. Although the requested rezoning deviates from the location of commercial land use proposed in the Comprehensive Plan, this deviation is justified by the acknowledgement that the Comprehensive Plan is currently being updated and changes in land use that have taken place along stretches of Bell Road since the Comprehensive Plan's adoption in 2002.
- b. Sufficient safeguards exist within the Unified Development Ordinance to mitigate any potential incompatibility of commercial use with surrounding residential land uses.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Comcast Franchise Agreement
date: Nov 14, 2011

BACKGROUND/HISTORY

Over the course of the last year, the Village, as well as many other municipalities in the Chicago region, have been in discussion with Comcast concerning the renewal of their Franchise Agreement. The Village's current agreement expires in 2013, however both parties believe it was advantageous to begin discussion specifically as Comcast inherited this agreement and to ensure the current agreement is line with today current requirements.

Due to the number of municipalities that had an agreement expiring in a 2-3 year span, the Metropolitan Mayor's Caucus took the lead by developing Telecommunications Task Force which included legal representatives, representatives of COGs, and municipalities. This is similar in nature to the model ordinances that the IML produced as it related to the statewide license for AT&T U-verse improvements. The primary objectives was to create a standard and reduce outside costs for each municipalities.

Subsequent to the development of this model agreement, a group of municipalities in the region met with various representatives to review the model agreement and to discuss various terms of the contract. Attached is the recommend Agreement as a result of these meeting.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Comcast Franchise Agreement
Enabling Ordinance
Metropolitan Mayors Caucus Comments

ORDINANCE NO. 2011-___

**AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE
TO Comcast of Illinois VI, LLC**

WHEREAS, Comcast of Illinois VI, LLC (“Comcast”) has submitted to the Village Lemont a proposal for the renewal of a franchise to provide cable television services within the Village; and

WHEREAS, representatives of the Village and Comcast have engaged in negotiations regarding the terms and conditions of the renewal of the franchise and have presented a proposed cable television franchise agreement for consideration; and

WHEREAS, the “President and Board of Trustees”, of the Village have determined that it is necessary, desirable, and in the best interest of the Village to award a franchise to Comcast for the provision of Cable Services, as defined in the franchise agreement, within the Village, subject to the terms and conditions of the franchise agreement;

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 One. **Recitals.** The foregoing recitals are incorporated into and made a part of this Ordinance by this reference.

Section Two. **Grant of Franchise.** A non-exclusive franchise is hereby granted to Comcast of Illinois VI, LLC to provide Cable Services within the Village for a period of ten (10) years from the Effective Date of the Agreement, subject to the terms and conditions of the Cable Television Franchise Agreement By and Between Comcast of Illinois VI, LLC and the Village of Lemont attached as Exhibit A.

Section Three. **Execution of Agreement.** The “Village President and the Village Clerk are hereby authorized and directed to execute and seal the franchise agreement attached as Exhibit A to this Ordinance following the effective date of this Ordinance and upon receipt of at least two copies thereof fully executed by Comcast.

Section Four. Prior Franchise. Upon full execution of the franchise agreement pursuant to this Ordinance, the original franchise, granted to Comcast's predecessor, shall be considered at an end and shall no longer be in effect except for those terms that survive the termination of that franchise.

Section Five. Effective Date. This Ordinance shall be in full force and effect following its passage, approval, and publication in pamphlet form, in the manner provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND 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

EXHIBIT A

Cable Television Franchise Agreement By and Between
Comcast of Illinois VI, LLC
and the
Village of Lemont

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF LEMONT
And
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Lemont, Illinois (hereinafter, the "Village") and Comcast of Illinois VI, LLC, (hereinafter, "Grantee") this ____ day of _____, 2011 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for

purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance (Title 12, Chapter 12.30 of the Lemont, Illinois Municipal Code), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Village" means the Village of Lemont, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Ordinance No. _____, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires,

cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be from the Effective Date through and including December 31, 2021, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 12, Chapter 12.30 of the Lemont, Illinois Municipal Code, entitled "Construction of Utility Facilities in the Public Rights-Of-Way," as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1)

mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in

excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Title 3, Chapter 3.32 of the Lemont, Illinois Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable

time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General

under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Title 12, Chapter 12.30 of the Lemont, Illinois Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense, arising from the Grantee’s construction and operation of its Cable System within the Village. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee’s duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. Grantee shall provide capacity for the Village’s noncommercial public, educational and governmental (“PEG”) programming through Grantee’s Cable Service consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Village utilizes one (1) PEG channel. The Village may request, and Grantee shall provide, a second PEG channel upon 180 days advance written notice by the Village and sufficient proof that the current channel is inadequate for all programming offered. “Sufficient proof” shall include a verified program log of all original, non-repeat, first-run, locally produced programs that are carried on the existing channel for the prior six month period during the times of noon to midnight. In the event that 80% of the programming on the channel meets the criteria of being original, non-repeat, first-run locally produced programming, Grantee shall provide a second channel. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the PEG Channels described in this Section 8.1. shall be carried on the most basic service tier offered by the Grantee.

8.1.1. Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel(s) is (are), and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG channel(s) among and between different non-commercial uses and Users.

8.2. Comcast Access Facility Usage. To the extent the Grantee operates and maintains public access studio facilities and equipment in the metropolitan Chicago area, Grantee agrees that these facilities and equipment will be available to residents of the City on a first-come, non-discriminatory basis for the production of public access programming consistent with the

Grantee's public access rules and procedures. Nothing herein shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

8.3. Origination Point. At such time that the Village determines that it wants the capacity to allow subscribers in the Village to receive public, educational and/or governmental access programming (video and character generated) which may originate from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to establish or change a location from which public, educational and/or governmental access programming is originated; or in the event the Village wants to upgrade the connection to the Grantee from an existing signal point of origination, the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement for the Village to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment – for instance, cameras, recording devices, and other video and sound equipment related to PEG program production, or capital repairs to the PEG studio – and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as the Village spends the entire amount collected by the end of the term of this Agreement. Moreover, if the Village chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.4.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, whichever is higher, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.4.2. Grantee and Village agree that the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

8.5. Rules and Procedures for Use of the PEG Access Channel. The Village shall be responsible for establishing and enforcing rules for the non-commercial use the Public, Educational and Governmental Access Channel and to promote the use and viewership of the Channel.

8.6. Allocation and Use of the PEG Channel. The PEG Channel is, and shall be, operated by the Village and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall adopt rules and procedures under which Grantee may use the PEG Channel for the provision of Video Programming if the PEG Channel is not being used for its respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.7. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Channel, nor shall Grantee or its Affiliates incur any criminal or civil liability pursuant to the federal, state or local laws of libel, slander, obscenity, incitement, invasions of privacy, false or misleading advertising, or other similar laws for any programs carried on the PEG Channel.

8.8. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.9. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days notice. The programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered fallow time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) consecutive hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by

the Village as Title 3, Chapter 3.32 of the Lemont, Illinois Municipal Code; and, pursuant to Section 3.1 of this Franchise Agreement and Title 12, Chapter 12.30 of the Lemont, Illinois Municipal Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

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

To the Grantee:

Comcast
155 Industrial Drive
Elmhurst, Illinois 60126
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Will County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Lemont:

For Comcast of Illinois VI, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Village Board

Agenda Memorandum

Item #

To: Mayor & Village Board

From: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator

Subject: **Ordinance Authorizing Referendum Question – Electric Aggregation**

Date: November 22, 2011

BACKGROUND/HISTORY

Municipal aggregation allows for a municipality to assist in reducing its residents' electric bills by authorizing local governments to bundle residential and small commercial accounts and seek bids for a lower cost source of power for the accounts. Approximately 16 communities have already implemented this process.

Illinois Public Act 096-0176 gives municipalities the authority to implement this aggregation process. However, this can only be implemented when the voters approve a referendum in a primary or general election. The next available election will be March 20, 2012. More information will be presented at the meeting, but here is a sample timeline for the community to participate

Nov 28, 2011:	Village Board passes an ordinance authorizing the question to be placed item on March ballot
Jan 12, 2012:	If authorizing Ordinance is passed by Board, Village must file paperwork with Cook County by January 12th.
March 20, 2012:	Referendum
April 2012:	If Referendum passes, two public hearings are conducted before going to bid
June 2012:	Village goes out to bid (could be assisted by energy consultants). Rates will be compared to ComEd's rates. If bids do not produce a savings to residents, Village can reject bids and stay with ComEd.
August 2012:	Changeover occurs from ComEd to third party provider (if third party provider wins the bid over ComEd).

These are just required milestones. The Village would conduct multiple public information sessions before the referendum as well as information mailings.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

Many of the communities that have implemented the program have seen close to 16% savings on residents' bills. If the bid is higher, or there is no significant difference, the Village can stay with ComEd. In addition, any resident can opt out of the program and continue to have power supplied by ComEd.

ComEd will continue to provide the transmission of power, even if the supplier changes. The resident will not notice a difference from the change in supplier. The bills will continue to come from ComEd, and if there are service issues, the ComEd will handle these as well.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

1. Ordinance Authorizing the Referendum Question to be placed on the ballot

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Ordinance

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE ELECTORS OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 096-0176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM

1. Recently, the Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Loads by Municipalities and Counties, hereinafter referred to as the "Act"
2. Under the Act if the Village seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, then prior to an adoption of an ordinance to establish a program, the Village must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out aggregation program for residential and small commercial retail customers.
3. The Board of Trustees of the Village of Lemont hereby finds that it is in the best interest of the Village of Lemont to operate the aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTY ILLINOIS AS FOLLOWS:

SECTION ONE: The Board of Trustees of the Village of Lemont finds that the recitals set forth above are true and correct and includes the recitals in the Ordinance.

SECTION TWO: The Board of Trustees of the Village of Lemont finds and determines that it is in the best interest of the Village of Lemont to operate the aggregation program under the Act as an opt-out program.

SECTION THREE: In the event such question is approved by a majority of the electors voting on the question at the General Primary Election held on March 20th, 2012, the Board of Trustees of the Village of Lemont may implement an opt-out aggregation program and if said Board of Trustees adopts the program the Village shall comply with all the terms and provision of the Act.

SECTION FOUR: The Village Clerk of the Village of Lemont is directed to certify and submit on or before January 12, 2012, the following question to the Cook County Clerk to be placed on the ballot for the General Primary Election to be held on March 20, 2012 in the following form:

<p style="text-align: center;">Shall the Village of Lemont have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?</p>	YES
	NO

SECTION FIVE: Severability. If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION SIX: Repeal of Inconsistent Ordinances: That all ordinances or parts thereof in conflict with the terms of the ordinance are hereby repealed and of no further force and effect to the extent of any such conflict.

SECTION SEVEN: Publication: That the Village Clerk is hereby directed to publish this ordinance in pamphlet form.

SECTION EIGHT: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS on this 28th day of November, 2011.

AYES

NAYS

PASSED

ABSENT

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

 Brian K. Reaves, Village President

Attest:

 CHARLENE SMOLLEN, Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator and Budget Officer
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer

Subject: Propose First Budget Amendment and Mid- Year Budget Review

date: Nov 14, 2011

BACKGROUND/HISTORY

As the Village closes out the half way point of the current fiscal year, the Village continues to maintain a positive fiscal picture as it moves forward, obtaining many of the goals laid out by the Village Board to include aggressive building of reserve accounts, investment of capital equipment and find continuous savings while maintaining a high level of service. With the changes within the finance arena, the Village this past year has not been only reviewing and updating many of its policies, but moved from an Appropriation System of financial oversight to a Budget System of financial oversight. As part of this new system, the Budget Officer will be recommending on a periodic basis amendments to budget based on trends and other items that come up throughout the year. Attached for consideration is the first budget amendment as it relates to the Fiscal Year 2011-12 Operation and Capital Budget.

RECOMMENDATION

Staff recommends the first budget amendment as presented

ATTACHMENTS (IF APPLICABLE)

Ordinance Amending FY11-12 Budget
Proposed Budget Amendment

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 11-12
FOR THE VILLAGE OF LEMONT**

**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 THE BUDGET FOR FISCAL YEAR 11-12
FOR THE VILLAGE OF LEMONT**

WHEREAS, the Village of Lemont County of Cook, DuPage, Will County State of Illinois has heretofore adopted a budget for the fiscal year ending April 30, 2012 passed by the Mayor and Board of Trustees of said Village of Lemont, a certified copy of said Budget and a Certificate of Estimate of Revenues having been filed in the Office of the County Clerks; and;

WHEREAS, circumstances have arisen during the fiscal year by which said Village wishes to amend said budget filed with the County Clerk according to the general ledger numbers and amounts listed in attachment A; and

WHEREAS, said Village has additional revenue and/or designated fund balances that will be and is hereby allocated for said budget amendments as listed in attachment A; and,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, THAT BUDGET FILED WITH COUNTY CLERK BE AMENDED ACCORDING TO CAHNGES LISTED IN ATTACHMENT A.

SECTION 1: 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.

SECTION24: 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 3: 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

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>General Fund Revenues</u>			
10-00-40005	Reallocated P/Y Funds	\$0	
	Real Estate Taxes		
10-00-41050	Corporate	\$892,943	\$892,943
10-00-41100	Garbage	5,500	5,500
10-00-41150	Street & Bridge	190,000	190,000
10-00-41200	Police Protection	180,000	180,000
10-00-41250	Street Lighting	100,000	100,000
10-00-41300	Civil Defense	10,000	10,000
10-00-41350	Audit	32,000	32,000
10-00-41400	Liability Insurance	155,000	155,000
10-00-41450	Workers Compensation	65,000	65,000
10-00-41500	Crossing Guards	25,000	25,000
10-00-41900	Police Pension	510,000	510,000
	Total Real Estate Taxes	\$2,165,443	\$2,165,443
	Franchise Revenues		
10-00-42100	Telephone Franchise	\$0	\$0
10-00-42200	Cable TV Franchise	225,000	235,000
	Total Franchise Revenues	\$225,000	\$235,000
	State Shared Revenues		
10-00-43100	Sales Tax	\$1,700,000	\$1,700,000
10-00-43200	Income Tax	1,168,000	1,250,000
10-00-43500	Use Tax	211,200	230,000
10-00-43600	Personal Prop Repl Tax	33,700	30,000
	Total State Shared Revenues	\$3,112,900	\$3,210,000
	Licenses & Permits		
10-00-44050	Building Permits	\$400,000	\$325,000
10-00-44055	Engineering Permit Fees	30,000	30,000
10-00-44060	Site Development Fees	0	0
10-00-44100	Contractor Licenses	60,000	60,000
10-00-44150	Vehicle Licenses	500,000	500,000
10-00-44250	Business Licenses	22,500	22,500
10-00-44300	Liquor Licenses	35,000	35,000
10-00-44350	Amusement Licenses	0	0
10-00-44400	Scavenger Licenses	10,000	10,000
10-00-44450	Cigarette & Misc Licenses	1,500	1,500
10-00-44500	Animal Licenses	0	0
10-00-44550	Health Insp Fees	13,000	13,000
	Total Licenses & Permits	\$1,072,000	\$997,000
	Fines		
10-00-45100	Fines	\$175,000	\$195,000
10-00-45105	Towing Fees	85,000	65,000
10-00-45110	Bonding Fees	30,000	10,000
	Total Fines	\$290,000	\$270,000

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>General Fund Revenues (cont)</u>				
Charges for Service				
10-00-46050	Public Hearing/Annexation	\$20,000	\$10,000	(\$10,000)
10-00-46100	State Highway Maintenance	30,000	40,000	\$10,000
10-00-46150	Employee Ins Contribution	90,000	90,000	\$0
10-00-46200	I & M Canal Leases	8,000	8,000	\$0
10-00-46220	Schools P/R Reimbursement	35,000	35,000	\$0
10-00-46230	Special Detail Reimb	110,000	110,000	\$0
10-00-46250	Chamber of Commerce Rent	1,200	1,200	\$0
10-00-46251	Range Rental	7,500	7,500	\$0
10-00-46253	Old Police Station Rent	18,000	18,000	\$0
10-00-46300	Developer / Agency Reimb	20,000	7,500	(\$12,500)
10-00-46301	Business Reimbursements	0	0	\$0
10-00-46310	Property Maint Reimbursements	5,000	7,000	\$2,000
10-00-46315	Plan Review Fees	0	0	\$0
	Total Charges for Service	\$344,700	\$334,200	(\$10,500)
Intergovernmental Revenue				
10-00-47100	Township Road & Bridge Tax	\$60,000	\$65,000	\$5,000
10-00-47300	Township LEMA Contribution	15,000	17,000	\$2,000
10-00-47305	Fuel / Salt Reimbursements	38,000	45,000	\$7,000
10-00-47500	Image Grant	10,000	10,000	\$0
10-00-47501	S E P Grant	0	0	\$0
10-00-47506	Liq/Tobac Control Grant	0	0	\$0
10-00-47507	OJP Vest Grant	2,000	2,000	\$0
10-00-47511	Misc Grants	0	0	\$0
10-00-47512	Misc Police Grants	110,000	110,000	\$0
10-00-47513	I-Clear Grant	0	0	\$0
10-00-47514	Forfeiture Proceeds	0	0	\$0
	Total Intergovernmental Revenue	\$235,000	\$249,000	\$14,000
Other Income				
10-00-48100	Interest	\$2,000	\$2,000	\$0
10-00-48300	Sale of Village Property	7,500	7,500	\$0
10-00-48350	Developers Contributions	0	0	\$0
10-00-48407	FEMA Reimbursements	0	0	\$0
10-00-48416	Insurance Reimbursements	5,000	5,000	\$0
10-00-48425	Odor Alert Network Contribution	17,000	19,000	\$2,000
10-00-48450	Police Training Reimb	1,000	1,000	\$0
10-00-48500	Miscellaneous	35,000	35,000	\$0
10-00-48550	Festival Commission Revenue	15,000	15,000	\$0
10-00-48551	Quarryman Contributions	21,000	21,000	\$0
10-00-48560	Police Program / LEMA Donations	10,000	15,000	\$5,000
	Total Other Income	\$113,500	\$120,500	\$7,000
Interfund Transfers In				
10-00-49150	From Working Cash	\$10,000	\$10,000	\$0
10-00-49220	From W&S Operation & Maint.	858,407	1,000,000	\$141,593
10-00-49450	From Road Improv fund	695,000	695,000	\$0
10-00-49750	From Parking Lot	0	0	\$0
10-00-49820	From Police Station Bldg Fund	0	0	\$0
	Total Interfund Transfers In	\$1,563,407	\$1,705,000	\$141,593
	Total General Fund Revenue	\$9,121,950	\$9,286,143	\$164,193
				\$0
	less I-Clear	\$9,121,950	\$9,286,143	\$164,193

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Mayor & Village Board				
Personal Services				
10-05-51100	Regular Salaries	\$63,891	\$63,891	\$0
10-05-51200	Overtime	0	0	\$0
	Total Personal Services	\$63,891	\$63,891	\$0
Outside Services				
10-05-52100	Meetings/Conf/Training	\$15,700	\$15,700	\$0
10-05-52200	Membership Fees	11,670	11,670	\$0
	Total Outside Services	\$27,370	\$27,370	\$0
Materials & Supplies				
10-05-60100	Office Supplies	\$250	\$250	\$0
10-05-60300	Publications	0	0	\$0
	Total Materials & Supplies	\$250	\$250	\$0
	Total Mayor & Village Board	\$91,511	\$91,511	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	
Administration/Finance				
Personal Services				
10-10-51100	Regular Salaries	\$415,000	\$405,000	(\$10,000)
10-10-51200	Overtime	2,000	7,500	\$5,500
10-10-51300	Deferred Compensation	7,500	7,500	\$0
	Total Personal Services	\$424,500	\$420,000	(\$4,500)
Outside Services				
10-10-52100	Meetings/Conf/Training	\$6,000	\$6,000	\$0
10-10-52200	Membership Fees	3,550	3,550	\$0
10-10-52250	Bank Charges	0	0	\$0
10-10-52300	Postage	9,000	9,000	\$0
10-10-52450	Rec/Adv/Printing	16,000	16,000	\$0
10-10-52550	Newsletter	16,000	16,000	\$0
10-10-53200	IRMA/Insurance Deductible	0	0	\$0
10-10-53500	Ordinance Codification	3,000	5,000	\$2,000
10-10-56200	Prof Svc - Data Processing	6,000	2,000	(\$4,000)
10-10-56600	Prof Svc - Consulting	83,500	83,500	\$0
	Total Outside Services	\$143,050	\$141,050	(\$2,000)
Materials & Supplies				
10-10-60100	Office Supplies	\$12,000	\$12,000	\$0
10-10-60200	Vehicle Expense	6,000	6,000	\$0
10-10-60300	Publications	200	200	\$0
	Total Materials & Supplies	\$18,200	\$18,200	\$0
	Total Administration/Finance	\$585,750	\$579,250	(\$6,500)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Public Works / Engineering			
Personal Services			
10-15-51100 Regular Salaries	\$366,017	\$376,017	\$10,000
10-15-51200 Overtime	80,000	80,000	\$0
10-15-51400 Temporary Salaries	15,000	12,000	(\$3,000)
Total Personal Services	\$461,017	\$468,017	\$7,000
Outside Services			
10-15-52100 Meetings/Conf/Training	\$1,800	\$1,800	\$0
10-15-52200 Membership Fees	800	800	\$0
10-15-52300 Postage	0	0	\$0
10-15-52500 Advertising/Printing	600	600	\$0
10-15-52600 Communications	300	300	\$0
10-15-52900 Dumping Fees	10,000	10,000	\$0
10-15-53000 Electricity - Street Lighting	80,000	80,000	\$0
10-15-53200 IRMA/Insurance Deductible	6,000	6,000	\$0
10-15-56300 Pro Svc - General Engineering	30,000	30,000	\$0
10-15-56400 Pro Svc - Subdivision Plan Review	7,500	7,500	\$0
10-15-57000 Maint Svc - Equipment	20,000	20,000	\$0
10-15-57400 Maint Svc - Streets & Alleys	90,000	90,000	\$0
Total Outside Services	\$247,000	\$247,000	\$0
Materials & Supplies			
10-15-60100 Office Supplies	\$3,000	\$3,000	\$0
10-15-60900 Maint Supl - Street/Alleys	25,000	25,000	\$0
10-15-61200 Safety Equipment	2,000	2,000	\$0
10-15-61300 Tools & Hardware	2,500	2,500	\$0
10-15-61400 Uniforms	5,000	5,000	\$0
Total Materials & Supplies	\$37,500	\$37,500	\$0
Capital Outlay			
10-15-70100 Office Equipment	\$0	\$0	\$0
10-15-70200 Other Equipment	0	75,000	\$75,000
10-15-70300 Vehicles	75,000	0	(\$75,000)
Total Capital Outlay	\$75,000	\$75,000	\$0
Total Public Works	\$820,517	\$827,517	\$7,000

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Vehicle Maintenance Division				
Outside Services				
10-17-52100	Meetings/Conf/Training	\$1,200	\$1,200	\$0
10-17-52200	Membership Fees	350	350	\$0
10-17-57000	Maint Serv - Equipment	35,000	25,000	(\$10,000)
	Total Outside Services	\$36,550	\$26,550	(\$10,000)
Materials & Supplies				
10-17-61100	Maint Supplies - Vehicles	\$80,000	\$80,000	\$0
10-17-61200	Safety Equipment	1,000	1,000	\$0
10-17-61300	Tools & Hardware	6,500	6,500	\$0
10-17-61400	Uniforms	800	800	\$0
10-17-61500	Fuel	205,000	230,000	\$25,000
	Total Material & Supplies	\$293,300	\$318,300	\$25,000
Capital Outlay				
10-17-70100	Office Equipment	\$0	\$0	\$0
10-17-70200	Other Equipment	0	0	\$0
	Total Capital Outlay	\$0	\$0	\$0
	Total Vehicle Maintenance	\$329,850	\$344,850	\$15,000

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	
Police Department				
Personal Services				
10-20-51100	Regular Salaries	\$2,396,884	\$2,400,000	\$3,116
10-20-51200	Overtime	259,350	259,350	\$0
10-20-51250	Special Detail	63,000	63,000	\$0
10-20-51300	Deferred Compensation	8,820	12,000	\$3,180
10-20-51500	Training Wages	0	0	\$0
10-20-51600	Auxiliary Wages	0	0	\$0
10-20-51700	Crossing Guards	33,496	10,000	(\$23,496)
10-20-51800	Part-time	0	0	\$0
	Total Personal Services	\$2,761,550	\$2,744,350	(\$17,200)
Outside Services				
10-20-52100	Meetings / Conf / Training	\$9,620	\$8,000	(\$1,620)
10-20-52200	Membership Fees	3,700	5,000	\$1,300
10-20-52300	Postage	2,000	2,000	\$0
10-20-52500	Advertising / Printing	9,750	7,000	(\$2,750)
10-20-52600	Communications	4,900	3,500	(\$1,400)
10-20-52700	Animal Control	300	1,500	\$1,200
10-20-53200	IRMA/Insurance Deductible	10,000	10,000	\$0
10-20-53400	K-9 Services	0	0	\$0
10-20-53550	Accreditation	11,975	11,975	\$0
10-20-53800	Southwest Central Dispatch	300,000	283,394	(\$16,606)
10-20-56200	Pro Svc - Data Processing	2,500	2,500	\$0
10-20-57000	Maint Svc - Equipment	16,500	16,500	\$0
10-20-57010	Maint Svc - E.R.T.	1,000	1,000	\$0
	Total Outside Services	\$372,245	\$352,369	(\$19,876)
Materials & Supplies				
10-20-60100	Office Supplies	\$17,200	\$17,200	\$0
10-20-60110	Investigation Supplies	5,000	5,000	\$0
10-20-60400	E.R.T. Equipment	0	0	\$0
10-20-60450	Crime Prevention / CADET	500	500	\$0
10-20-60550	Ammo / Range Supplies	15,000	15,000	\$0
10-20-60600	K-9 Equip & Supplies	2,500	2,500	\$0
10-20-60601	Misc Police Grant Expense	110,000	110,000	\$0
10-20-60701	Pubic Relations	9,150	14,000	\$4,850
10-20-61200	Safety Equipment	4,500	4,500	\$0
10-20-61400	Uniforms	34,300	34,300	\$0
	Total Materials & Supplies	\$198,150	\$203,000	\$4,850
Capital Outlay				
10-20-70100	Office Equipment	\$0	\$22,000	\$22,000
10-20-70200	Other Equipment	0	0	\$0
10-20-70201	I-Clear Equipment	0	0	\$0
10-20-70300	Vehicles	75,000	75,000	\$0
	Total Capital Outlay	\$75,000	\$97,000	\$22,000
	Total Police Dept. Expenses	\$3,406,945	\$3,396,719	(\$10,226)
	less I-Clear	\$3,406,945		

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Building Department			
Personal Services			
10-25-51100 Regular Salaries	\$254,000	\$260,000	\$6,000
10-25-51200 Overtime	2,200	2,200	\$0
10-25-51800 Part-time Salaries	22,000	22,000	\$0
Total Personal Services	\$278,200	\$284,200	\$6,000
Outside Services			
10-25-52100 Meetings / Conf / Training	\$2,000	\$2,000	\$0
10-25-52200 Membership Fees	600	600	\$0
10-25-52300 Postage	4,000	4,000	\$0
10-25-52450 Rec / Ad / Printing	2,600	2,600	\$0
10-25-52600 Communications	0	0	\$0
10-25-53200 IRMA/Insurance Deductible	0	0	\$0
10-25-56305 Pro Svc - Grad Residential	15,500	15,500	\$0
10-25-56307 Pro Svc - Grad Commercial	1,000	1,000	\$0
10-25-56310 Pro Svc - Grading Inspections	6,000	4,500	(\$1,500)
10-25-56400 Pro Svc - Bldg Plan Review	60,500	45,000	(\$15,500)
10-25-56550 Pro Svc - Bldg Inspections	45,500	35,000	(\$10,500)
10-25-56600 Pro Svc - Consulting	10,000	6,000	(\$4,000)
10-25-56710 Pro Svc - Health Inspections	10,000	10,000	\$0
10-25-57650 Maint Svc - Property Maint	5,000	5,000	\$0
Total Outside Services	\$162,700	\$131,200	(\$31,500)
Materials & Supplies			
10-25-60100 Office Supplies	\$3,000	\$3,000	\$0
10-25-60200 Vehicle Expense	200	200	\$0
10-25-60300 Publications	1,000	1,000	\$0
10-25-61200 Safety Equipment	500	500	\$0
Total Materials & Supplies	\$4,700	\$4,700	\$0
Capital Outlay			
10-25-70100 Office Equipment	\$0	\$0	\$0
10-25-70200 Other Equipment	0	0	\$0
10-25-70300 Vehicles	0	0	\$0
Total Capital Outlay	\$0	\$0	\$0
Total Building Department	\$445,600	\$420,100	(\$25,500)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Community Development			
Personal Services			
10-30-51100 Regular Salaries	\$150,309	\$151,000	\$691
10-30-51200 Overtime	0	0	\$0
10-30-51400 Temporary Salaries	3,500	3,500	\$0
Total Personal Services	\$153,809	\$154,500	\$691
Outside Services			
10-30-52100 Meetings / Conf / Training	\$980	\$980	\$0
10-30-52200 Membership Fees	360	400	\$40
10-30-52300 Postage	200	200	\$0
10-30-52400 Recording / Publishing	1,725	1,725	\$0
10-30-52500 Advertising / Printing	700	700	\$0
10-30-53200 IRMA/Insurance Deductible	0	0	\$0
10-30-56200 Pro Svc - Data Processing	0	0	\$0
10-30-56250 Pro Svc - Mapping	3,300	3,300	\$0
10-30-56300 Pro Svc - Engineering	12,500	12,500	\$0
10-30-56450 Pro Svc - Economic Development	16,000	16,000	\$0
10-30-56600 Pro Svc - Plan Review	2,000	2,000	\$0
10-30-56900 Pro Svc - Marketing	0	0	\$0
Total Outside Services	\$37,765	\$37,805	\$40
Materials & Supplies			
10-30-60100 Office Supplies	\$550	\$550	\$0
10-30-60300 Publications	820	820	\$0
Total Materials & Supplies	\$1,370	\$1,370	\$0
Capital Outlay			
10-30-70100 Office Equipment	\$0	\$0	\$0
Total Capital Outlay	\$0	\$0	\$0
Total Community Devel. Dept.	\$192,944	\$193,675	\$731

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Building & Grounds			
Outside Services			
10-35-54100 Utility Expense - 127th St	\$0	\$0	\$0
10-35-54200 Utility Expense - V/H & Police	0	0	\$0
10-35-54300 Utility Expense - Safety Village	0	0	\$0
10-35-54350 Utility Expense - New Ave	0	0	\$0
10-35-57200 Maint Svc - 127th St	0	0	\$0
10-35-57500 Maint Svc - V/H & Police	50,000	50,000	\$0
10-35-57505 Maint Svc - Safety Village	3,600	3,600	\$0
10-35-57510 Maint Svc - New Ave	0	0	\$0
10-35-57515 Maint Svc - Police Dept.	\$36,000	\$36,000	\$0
Total Outside Services	\$89,600	\$89,600	\$0
Materials & Supplies			
10-35-61000 Maint Supplies - V/H & Police	\$5,500	\$5,500	\$0
10-35-61010 Maint Supplies - Safety Village	250	250	\$0
10-35-61015 Maint supplies - Police Dept	2,000	2,000	\$0
Total Materials & Supplies	\$7,750	\$7,750	\$0
Capital Outlay			
10-35-70200 Other Equipment V/H & P/D	\$18,000	\$5,000	(\$13,000)
10-35-70220 Other Equipment - Police	3,000	10,000	\$7,000
Total Capital Outlay	\$21,000	\$15,000	(\$6,000)
Total Building & Grounds	\$118,350	\$112,350	(\$6,000)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Plan Commission				
	Personal Services			
10-40-51100	P/C Salaries	\$0	\$0	\$0
	Total Personal Services	\$0	\$0	
	Outside Services			
10-40-52100	Meetings / Conf / Training	\$1,000	\$1,000	\$0
10-40-52300	Postage	0	0	\$0
10-40-52400	Recording / Publishing	1,000	1,000	\$0
	Total Outside Services	\$2,000	\$2,000	\$0
	Materials & Supplies			
10-40-60300	Publicatiions	\$200	\$200	\$0
	Total Materials & Supplies	\$200	\$200	\$0
	Total Plan Commission	\$2,200	\$2,200	\$0
	Zoning Board of Appeals			
	Personal Services			

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
10-45-51100	Regular Salaries	\$0		
	Total Personal Services	\$0		
	Outside Services			
10-45-52100	Meetings / Conf / Training	\$0		
10-45-52300	Postage	0		
10-45-52400	Recording / Public Notices	0		
	Total Outside Services	\$0		
	Total Zoning Board of Appeals	\$0		

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Police Commission			
Outside Services			
10-50-52100 Meetings / Conf / Training	\$400	\$400	\$0
10-50-52200 Membership Fees	400	400	\$0
10-50-52450 Rec / Ad / Printing	200	200	\$0
10-50-56400 Prof Svc - Legal	1,000	1,000	\$0
10-50-56700 Prof Svc - Testing	0	0	\$0
Total Outside Services	\$2,000	\$2,000	\$0
Materials & Supplies			
10-50-60100 Office Supplies	\$0	\$0	\$0
Total Materials & Supplies	\$0	\$0	\$0
Total Police Commission	\$2,000	\$2,000	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Downtown Commission			
Outside Services			
10-53-52300 HC - Postage	\$100	\$100	\$0
10-53-52301 FSE - Postage	400	500	\$100
10-53-52650 HC - Services	0	0	\$0
10-53-58000 FSE - Services	20,500	20,500	\$0
10-53-58001 Quarryman - Svc	21,000	21,000	\$0
10-53-58500 EDC - Services	6,500	6,500	\$0
Total Outside Services	\$48,500	\$48,600	\$100
Materials & Supplies			
10-53-60110 HC - Operating Supplies	\$5,330	\$5,330	\$0
10-53-68010 P.A.A.L. Expenses	2,500	2,500	\$0
Total Materials & Supplies	\$7,830	\$7,830	\$0
Capital Outlay			
10-53-70400 HC - Canal Improvements	\$0	\$0	\$0
Total Capital Outlay	\$0	\$0	\$0
Total Downtown Commission	\$56,330	\$56,430	\$100

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Historic District Commission			
Outside Services			
10-58-52100 Meetings / Conf / Training	\$200	\$200	\$0
10-58-52200 Membership Fees	50	50	\$0
10-58-52300 Postage	50	50	\$0
10-58-52450 Rec / Adv / Printing	125	125	\$0
10-58-56600 Prof Svc - Consulting	0	0	\$0
Total Outside Services	\$425	\$425	\$0
Materials & Supplies			
10-58-60110 Operating Supplies - Signage	\$1,800	\$1,800	\$0
Total Materials & Supplies	\$1,800	\$1,800	\$0
Total Historic Dist. Commiss.	\$2,225	\$2,225	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
L.E.M.A.				
Personnel Services				
10-60-51100	Regular Salaries	13,400	13,400	0
	Total Personnel Services	\$13,400	\$13,400	
Outside Services				
10-60-52100	Meetings / Conf / Training	\$2,445	\$2,445	0
10-60-52200	Memberships	275	275	0
10-60-52300	Postage	50	50	0
10-60-52500	Advertising / Printing	200	200	0
10-60-52600	Communications	275	275	0
10-60-57000	Maint Svc - Equipment	4,500	4,500	0
	Total Outside Services	\$7,745	\$7,745	0
Materials & Supplies				
10-60-60100	Office Supplies	\$980	\$980	0
10-60-61200	Safety Equipment	1,000	1,000	0
10-60-61300	Tools & Hardware	100	100	0
10-60-61400	Uniforms	1,200	1,200	0
	Total Materials & Supplies	\$3,280	\$3,280	0
Capital Outlay				
10-60-70200	Other Equipment	\$28,416	\$28,416	0
10-60-70300	Vehicles	0	0	0
	Total Capital Outlay	\$28,416	\$28,416	0
	Total L.E.M.A.	\$52,841	\$52,841	0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Oder Alert Network			
Personal Services			
10-61-51100 Regular Salaries	\$2,600	\$2,600	\$0
Total Personal Services	\$2,600	\$2,600	\$0
Outside Services			
10-61-52300 Postage	\$0	\$0	\$0
10-61-52500 Advertising / Printing	0	0	\$0
10-61-56600 Pro Svc - Consulting	20,000	20,000	\$0
Total Outside Services	\$20,000	\$20,000	\$0
Materials & Supplies			
10-61-60100 Office Supplies	\$20	\$20	\$0
Total Materials & Supplies	\$20	\$20	\$0
Total Oder Alert Network	\$22,620	\$22,620	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Environmental Commission				
	Personal Services			
10-65-51100	Regular Salaries	\$0	\$0	\$0
	Total Personal Services	\$0	\$0	\$0
	Outside Services			
10-65-52300	Postage	\$100	\$100	\$0
10-65-52500	Advertising / Printing	200	200	\$0
10-65-53600	Public Relations	3,000	3,000	\$0
	Total Outside Services	\$3,300	\$3,300	\$0
	Materials & Supplies			
10-65-60100	Office Supplies	\$200	\$200	\$0
	Total Materials & Supplies	\$200	\$200	\$0
	Total Environmental Comm	\$3,500	\$3,500	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Video Access League				
	Capital Outlay			
10-70-70200	Other Equipment	\$9,000	\$9,000	\$0
	Total Capital Outlay	\$9,000	\$9,000	\$0
	Total Video Access League	\$9,000	\$9,000	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
General Accounts			
Outside Services			
10-90-52250 Bank Charges	\$9,000	\$9,000	\$0
10-90-53100 Health / Life Insurance	850,000	775,000	(\$75,000)
10-90-53200 IRMA / Insurance Deductible	10,000	10,000	\$0
10-90-53300 IRMA / Insurance Premium	280,000	280,000	\$0
10-90-53600 Public Relations	0	0	\$0
10-90-53700 Recognition Dinner	4,000	4,000	\$0
10-90-53900 Telephone Expense	80,000	80,000	\$0
10-90-54000 Unemployment Insurance	0	0	\$0
10-90-54250 Leases	3,400	3,400	\$0
10-90-56000 Pro Svc - Appraisal	5,000	5,000	\$0
10-90-56100 Pro Svc - Audit	35,000	35,000	\$0
10-90-56410 Pro Svc - Legal Corporate	60,000	80,000	\$20,000
10-90-56420 Pro Svc - Legal Adjudication	12,000	12,000	\$0
10-90-56430 Pro Svc - Legal Prosecution	18,000	18,000	\$0
10-90-56440 Pro Svc - Legal Labor	15,000	10,000	(\$5,000)
10-90-56500 Pro Svc - Medical	5,000	5,000	\$0
10-90-56600 Pro Svc - Consulting	0	37,000	\$37,000
10-90-57000 Maint Svc - Equipment	0	0	\$0
10-90-57010 Suggestion Awards/Empl Relations	0	0	\$0
10-90-57900 Special Census	0	0	\$0
10-90-58100 Developer Incentives	5,000	5,000	\$0
Total Outside Services	\$1,391,400	\$1,368,400	(\$23,000)
Materials & Supplies			
10-90-60601 Misc Grant Expenses	\$0	\$5,000	\$5,000
10-90-61600 Festival Expenses	\$8,000	\$11,000	\$3,000
Total Materials & Supplies	\$8,000	\$16,000	\$8,000
Capital Outlay			
10-90-70100 Office Equipment	\$15,000	\$15,000	\$0
Total Capital Outlay	\$15,000	\$15,000	\$0
Interfund Transfers Out			
10-90-80140 To Debt Service Fund	\$515,000	\$515,000	\$0
10-90-80500 To IMRF Fund	5,000	5,000	\$0
10-90-80800 To General Capital Improv Fund	30,000	30,000	\$0
10-90-80820 To Police Building Fund	0	0	\$0
10-90-80900 To Police Pension Fund	510,000	510,000	\$0
Total Interfund Transfers Out	\$1,060,000	\$1,060,000	\$0
10-90-90200	\$0	\$0	
Total General Accounts	\$2,474,400	\$2,459,400	(\$15,000)
Total Gen. Fund Expenses	\$8,616,583	\$8,576,188	(\$40,395)
Total General Fund Revenue	\$9,121,950	\$9,286,143	\$164,193
Total Gen. Fund Expenses	\$8,616,583	\$8,576,188	(\$40,395)
Difference	\$505,367	\$709,955	\$204,588
LESS I-CLEAR	\$9,121,950	\$9,286,143	\$164,193
LESS I-CLEAR	\$8,616,583	\$8,576,188	(\$40,395)
	\$505,367	\$709,955	\$204,588

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>Debt Service Fund</u>			
Revenue			
14-00-48100			
Other Income			
Interest	\$500	\$500	\$0
Total Other Income	\$500	\$500	\$0
14-00-49100			
Interfund Transfers In			
From General Fund	\$515,000	\$515,000	\$0
14-00-49450			
From Road Improvement Fund	732,030	732,030	\$0
14-00-49820			
From Police Station Building Fund			\$0
Total Interfund Transfers In	\$1,247,030	\$1,247,030	\$0
Total Revenue	\$1,247,530	\$1,247,530	\$0
Expenses			
14-00-56950			
Outside Services			
Bond Fees	\$3,000	\$3,000	\$0
Total Outside Services	\$3,000	\$3,000	\$0
14-00-80250			
Interfund Transfers Out			
To W & S Capital Improvement Fund	\$0	\$0	\$0
14-00-80810			
To Public Works Building Fund	0	0	\$0
Total Interfund Transfers Out	\$0	\$0	\$0
14-00-82100			
Debt Service			
2000A Road Imp Bond Principal	\$0	\$0	\$0
14-00-82200			
2000A Road Imp Bond Interest	0	0	\$0
14-00-82510			
2004 Sales Tax Rev LRM Bond Principal	345,000	345,000	\$0
14-00-82520			
2004 Sales Tax Rev LRM Bond Interest	63,500	63,500	\$0
14-00-82530			
2005 ARS Project Bond Principal	65,000	65,000	\$0
14-00-82540			
2005 ARS Project Bond Interest	50,015	50,015	\$0
14-00-82550			
2007 ARS Police Bldg Bond Principal	200,000	200,000	\$0
14-00-82560			
2007 ARS Police Bldg Bond Interest	303,760	303,760	\$0
14-00-82570			
2008 ARS Police Bldg Bond Principal	55,000	55,000	\$0
14-00-82580			
2008 ARS Police Bldg Bond Interest	73,270	73,270	\$0
Tollway Payment	100,000	100,000	\$0
Total Debt Service	\$1,255,545	\$1,255,545	\$0
Total Expenses	\$1,258,545	\$1,258,545	\$0
Total Revenue	\$1,247,530	\$1,247,530	\$0
Total Expenses	\$1,258,545	\$1,258,545	\$0
Difference	(\$11,015)	(\$11,015)	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>Working Cash Fund</u>			
Revenue			
15-00-41700			
Real Estate Taxes			
Working Cash	\$5,000	\$2,500	(\$2,500)
Total Real Estate Taxes	\$5,000	\$2,500	(\$2,500)
15-00-48100			
Other Income			
Interest	\$10,000	\$3,000	(\$7,000)
Total Other Income	\$10,000	\$500	(\$9,500)
Total Revenue	\$15,000	\$5,500	(\$9,500)
Expenses			
15-00-80100			
Interfund Transfers Out			
To General Fund	\$10,000	\$3,000	(\$7,000)
Total Interfund Transfers Out	\$10,000		(\$10,000)
Total Expenses	\$10,000	\$3,000	(\$7,000)
Total Revenue	\$15,000	\$5,500	(\$9,500)
Total Expenses	\$10,000	\$3,000	(\$7,000)
Difference	\$5,000	\$2,500	(\$2,500)

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>T.I.F. Fund</u>				
Revenues				
17-00-40005	Reallocated P/Y Funds	\$0		
	Real Estate Taxes			
17-00-41750	T.I.F. District	\$980,000	\$990,000	\$10,000
	Total Real Estate Taxes	\$980,000	\$990,000	\$10,000
	Other Income			
17-00-48100	Interest	\$1,000	\$500	(\$500)
17-00-47700	Engr / Main Street Project	0		\$0
17-00-47710	Engr / Const Reimb - Canal St	0		\$0
	Total Other Income	\$1,000	\$500	(\$500)
	Total T.I.F. Revenues	\$981,000	\$990,500	\$9,500

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	
T.I.F. Administrative Expenses				
Personal Services				
17-00-51100	Regular Salaries	\$45,000	\$46,125	\$1,125
17-00-51850	FICA / IMRF	8,050	8,050	\$0
	Total Personal Services	\$53,050	\$54,175	\$1,125
Outside Services				
17-00-52200	Memberships	\$375	\$375	\$0
17-00-52300	Postage	50	50	\$0
17-00-52450	Rec / Ad / Printing	0	0	\$0
17-00-56100	Prof Svc - Audit	5,000	2,500	(\$2,500)
17-00-56900	Prof Svc - TIF Marketing	35,000	25,000	(\$10,000)
17-00-56950	Prof Svc - Bond Fees	1,200	1,200	\$0
	Total Outside Services	\$41,625	\$29,125	(\$12,500)
Materials & Supplies				
17-00-60100	Office Supplies	\$0	\$0	\$0
	Total Materials & Supplies	\$0	\$0	\$0
Capital Outlay				
17-00-70700	Construction	\$15,000	\$19,000	\$4,000
	Total Outlay	\$15,000	\$19,000	\$4,000
Interfund Transfers Out				
17-00-80300	To T.I.F. Canal Dist. Fund	\$100,000	\$100,000	\$0
	Total Interfund Transfers Out	\$100,000	\$100,000	\$0
	Total T.I.F. Admin, Expenses	\$209,675	\$202,300	(\$7,375)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
T.I.F. Capital Expenses			
Talcott Street Improvements			
17-11-550100 Engineering	\$0	\$0	\$0
17-11-550200 Construction	\$0	\$14,000	\$14,000
Total Talcott Street Improvements	\$0	\$14,000	\$14,000
Main Street Improvements			
17-11-561100 Engineering	\$0	\$1,500	\$1,500
17-11-561200 Construction	\$0	\$0	\$0
Total Main Street Improvements	\$0	\$1,500	\$1,500
Signage / Design Grants			
17-11-567200 Construction	\$25,000	\$25,000	\$0
Total Signage / Design Grants	\$25,000	\$25,000	\$0
Canal / Lemont Street Parking			
17-11-571100 Engineering	\$0	\$5,000	\$5,000
17-11-571200 Construction	\$40,000	\$40,000	\$0
Total Canal / Lemont Street Parking	\$40,000	\$45,000	\$5,000
Stephen St Lot			
17-11-572100 Engineering	\$0	\$5,000	\$5,000
17-11-572200 Construction	\$20,000	\$20,000	\$0
Total Stephen St Lot	\$20,000	\$25,000	\$5,000
Illinois Street			
17-11-581100 Engineering	\$25,000	\$55,000	\$30,000
Total Illinois Street	\$25,000	\$55,000	\$30,000
Debt Service			
17-11-82010 Talcott Loan Principal	\$0	\$0	\$0
17-11-82020 Talcott Loan Interest	0	0	\$0
17-11-82425 2005 Ref Bond Principal	435,000	435,000	\$0
17-11-82430 2005 Ref Bond Interest	86,273	86,273	\$0
17-11-82500 Senior Housing Senior Bond	62,000	62,000	\$0
17-11-82600 Senior Housing Junior Lein	1,000	1,000	\$0
Total Debt Service	\$584,273	\$584,273	\$0
Total Capital Expenses	\$694,273	\$749,773	\$55,500
Tot T.I.F. Expenses	\$903,948	\$952,073	\$48,125
Total T.I.F. Revenues	\$981,000	\$990,500	\$9,500
Total T.I.F. Expenses	\$903,948	\$952,073	\$48,125
Difference	\$77,052	\$38,427	(\$38,625)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>Water & Sewer Fund</u>			
Revenues			
22-00-40005	Reallocated P/Y Funds	\$0	\$0
	Charges for Service		
22-00-45100	Fines		
22-00-46210	Cell Tower Lease	64,000	64,000
22-00-46300	Developer Reimb / B-Box Reinsp	1,000	1,000
22-00-46400	Water Usage	2,950,000	3,100,000
22-00-46401	Water Penalty	25,000	35,000
22-00-46500	Meter Fees	20,000	20,000
22-00-46550	Sewer Charges	800,000	850,000
22-00-46551	Sewer Penalty	7,500	12,500
22-00-46630	Turn-on Fee	300	300
22-00-46650	Metered Water Use (hydrant)	5,000	5,000
	Total Charges for Service	\$3,872,800	\$4,087,800
	Other Income		
22-00-48100	Interest	\$1,500	\$1,500
22-00-48300	Sale of Village Property	0	0
	Build America Bond Tax Rebate	113,360	113,360
22-00-48500	Miscellaneous Income	1,500	1,500
	Total Other Income	\$116,360	\$116,360
	Total Revenues	\$3,989,160	\$4,204,160

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Water Expenses			
Personal Services			
22-05-51100 Regular Salaries	\$0	\$0	\$0
22-05-51200 Overtime	0	0	\$0
22-05-51400 Temporary Salaries	0	0	\$0
Total Personal Services	\$0	\$0	\$0
Outside Services			
22-05-52100 Meetings / Conf / Training	\$2,000	\$2,000	\$0
22-05-52200 Membership Fees	500	500	\$0
22-05-52250 Bank Charges	0	0	\$0
22-05-52300 Postage	23,000	23,000	\$0
22-05-52450 Rec / Ad / Print	3,500	5,500	\$2,000
22-05-52550 Newsletter	500	500	\$0
22-05-52600 Communications	1,000	1,000	\$0
22-05-54300 Dumping Fees	11,000	7,500	(\$3,500)
22-05-54400 Electricity / Gas / Phone	290,000	310,000	\$20,000
22-05-56200 Pro Svc - Data Processing	1,000	1,000	\$0
22-05-56300 Pro Svc - Engineering	4,500	4,500	\$0
22-05-56700 Pro Svc - Testing	15,000	15,000	\$0
22-05-57000 Maint Svc - Equipment	100,000	100,000	\$0
22-05-58000 Maint Svc - Softener	9,000	9,000	\$0
22-05-58100 Maint Svc - Water System	25,000	25,000	\$0
22-05-58200 Build Illinois Loan Payment	0	0	\$0
Total Outside Services	\$486,000	\$504,500	\$18,500
Materials & Supplies			
22-05-60100 Office Supplies	\$6,000	\$7,000	\$1,000
22-05-60850 Maint Supplies - Water System	15,000	12,500	(\$2,500)
22-05-60950 Maint Supplies - Wells	4,000	4,000	\$0
22-05-61050 Maint Supplies - Softener	118,000	75,000	(\$43,000)
22-05-61200 Safety Equipment	1,000	1,000	\$0
22-05-61300 Tools & Hardware	2,000	2,000	\$0
22-05-61400 Uniforms	5,000	5,000	\$0
Total Materials & Supplies	\$151,000	\$106,500	(\$44,500)
Capital Outlay			
22-05-70100 Office Equipment	\$4,700	\$4,700	\$0
22-05-70200 Other Equipment	120,000	120,000	\$0
22-05-70300 Vehicles	50,000	57,000	\$7,000
Total Capital Outlay	\$174,700	\$181,700	\$7,000
Total Water Expenses	\$811,700	\$792,700	(\$19,000)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Sewer Expenses			
Outside Services			
22-10-54150 Utility Exp - Lift Station	\$28,000	\$23,000	(\$5,000)
22-10-56300 Pro Svc - Engineering	45,000	30,000	(\$15,000)
22-10-57050 Maint Svc - Sewer System	75,000	75,000	\$0
22-10-57150 Maint Svc - Lift Station	40,000	40,000	\$0
22-10-58300 MWRD User Fee	15,000	15,000	\$0
Total Outside Services	\$203,000	\$183,000	(\$20,000)
Materials & Supplies			
22-10-60650 Maint Supplies - Sewer	\$15,000	\$15,000	\$0
22-10-61300 Tools & Hardware	0	0	\$0
Total Materials & Supplies	\$15,000	\$15,000	\$0
Total Sewer Expenses	\$218,000	\$198,000	(\$20,000)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
W&S Gen. Account Expenses			
Personal Services			
22-15-51100 Regular Salaries	\$604,098	\$647,000	\$42,902
22-15-51200 Overtime	40,000	33,000	(\$7,000)
22-15-51400 Temporary Salaries	20,000	18,000	(\$2,000)
Total Personal Services	\$664,098	\$698,000	\$33,902
Outside Services			
22-15-52250 Bank Charges	\$9,400	\$9,400	\$0
22-15-53100 Health / Life Insurance	225,000	225,000	\$0
22-15-54110 ND PES	10,000	10,000	\$0
22-15-56000 Pro Svc - Appraisal	2,000	2,000	\$0
22-15-56010 GASB 34	0	0	\$0
22-15-56110 Geographic Info System	10,000	10,000	\$0
22-15-58010 Pro Svc - Other Projects	10,000	10,000	\$0
Total Outside Services	\$266,400	\$266,400	\$0
Interfund Transfers Out			
22-15-80100 To General Fund	\$858,407	\$1,000,000	\$141,593
22-15-80230 To W&S Alt Rev Bond	803,555	803,955	\$400
22-15-80250 To W&S Cap Improv Fund	282,000	282,000	\$0
22-15-80350 To Gateway TIF Fund	35,000	35,000	\$0
22-15-80450 To Road Improvement Fund	0	0	\$0
22-15-80800 To Gen Cap Improv Fund	50,000	50,000	\$0
22-15-80810 To Public Works Building Fund	0	0	\$0
Total Interfund Transfers Out	\$2,028,962	\$2,170,955	\$141,993
Reserve for Reclassifications & increases	\$0	\$0	\$0
Total W&S Gen. Account Exp.	\$2,959,460	\$3,135,355	\$175,895
Total Water & Sewer Exp	\$3,989,160	\$4,126,055	\$136,895
Total Water & Sewer Revenue	\$3,989,160	\$4,204,160	\$215,000
Total Water & Sewer Expenses	\$3,989,160	\$4,126,055	\$136,895
Difference	\$0	\$78,105	\$78,105

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>W&S Capital Improvement Fund</u>				
Revenues				
25-00-40005	Reallocated P/Y Funds	\$3,314,917	\$4,150,739	\$835,822
				\$0
Revenues				
	Charges for Service			\$0
25-00-46450	Connection Fee - Water	\$125,000	\$125,000	\$0
25-00-46600	Connection Fee - Sewer	75,000	75,000	\$0
	Total Charges for Service	\$200,000	\$200,000	\$0
Other Income				
25-00-48100	Interest	\$0	\$0	\$0
25-00-48350	Developer Contributions	105,000	128,000	\$23,000
25-00-48505	CBDG / Watermain	80,000	120,000	\$40,000
	Misc. Income	0	8,000	\$8,000
	Total Other Income	\$185,000	\$256,000	\$71,000
Interfund Transfers In				
25-00-49140	From Debt Service Fund	\$0	\$0	\$0
25-00-49220	From W&S Operation & Maint	282,000	282,000	\$0
25-00-49450	From Road Improvement Fund	0	0	\$0
	Total Interfund Transfers In	\$282,000	\$282,000	\$0
	Total Revenues	\$3,981,917	\$4,888,739	\$906,822

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Expenses			
Logan Dam			
25-00-517100 Engr - Flood Control	\$15,000	\$13,000	(\$2,000)
25-00-517201 Construction	100,000	60,775	(\$39,225)
Total Logan Dam	\$115,000	\$73,775	(\$41,225)
Bell Road W&S Main(West Shore)			
25-00-565100 Engineering	\$12,750	\$36,000	\$23,250
25-00-565200 Construction	92,242	92,242	\$0
Total Bell Road W&S Main	\$104,992	\$128,242	\$23,250
Warner Eureka Storm Sewer -grant			\$0
25-00-566100 Engineering	\$25,000	\$9,000	(\$16,000)
25-00-566200 Construction	87,500	395,007	\$307,507
Total Warner Eureka Storm Sewer	\$112,500	\$404,007	\$291,507
State Street and Houston Softener			
25-00-567100 Engineering	\$200,000	\$68,277	(\$131,723)
25-00-567200 Construction	1,800,000	1,850,000	\$50,000
Total New Avenue	\$2,000,000	\$1,918,277	(\$81,723)
Houston St Rehab - Painting			
25-00-568100 Engineering	\$9,000	\$3,026	(\$5,974)
25-00-568200 Construction	144,680	165,580	\$20,900
Total Houston St Rehab	\$153,680	\$168,606	\$14,926
Houston St Water Main			
25-00-569100 Engineering	\$10,994	\$19,598	\$8,605
25-00-569200 Construction	91,613	383,451	\$291,838
Total Houston St Water Main	\$102,606	\$403,049	\$300,443
Kim/Kip/Keepataw Water Main			
25-00-570100 Engineering	\$14,590	\$26,281	\$11,691
25-00-570200 Construction	145,909	385,758	\$239,849
Total Kim / Kip Water Main	\$160,499	\$412,039	\$251,540
New Avenue / Timberline-Lockport			
25-00-571100 Engineering	\$80,000	\$90,000	\$10,000
25-00-571200 Construction	810,440	791,736	(\$18,704)
Total New Avenue	\$890,440	\$881,736	(\$8,704)
Illinois Street - Lockport to State			
25-00-572100 Engineering	\$6,000	\$0	(\$6,000)
25-00-572200 Construction	\$40,000	\$0	(\$40,000)
Total Illinois Street - Lockport to State	\$46,000	\$0	(\$46,000)
State Street Water - Wend to Peiffer/Warner			
25-00-573100 Engineering	\$12,000	\$31,000	\$19,000
25-00-573200 Construction	\$75,000	\$245,800	\$170,800
Total State Street Water - Wend to Peiffer	\$87,000	\$276,800	\$189,800
Keepataw / Freehauf Spillway			
25-00-574100 Engineering	\$7,200	\$8,000	\$800
25-00-574200 Construction	\$60,000	\$43,100	(\$16,900)
Total Keepataw / Freehauf Spillway	\$67,200	\$51,100	(\$16,100)
Water Main - McCarthy Rd - CBDG			
25-00-575100 Engineering	\$42,000	\$42,000	\$0
25-00-575200 Construction	\$100,000	\$122,000	\$22,000
Total Water Main - McCarthy Rd - CDBG	\$142,000	\$164,000	\$22,000
Total W&S Cap Imp Exp	\$3,981,917	\$4,881,631	\$899,714
Total W&S Cap Imp Rev	\$3,981,917	\$4,888,739	\$906,822
Total W&S Cap Imp Exp	\$3,981,917	\$4,881,631	\$899,714
Difference	(\$0)	\$7,108	\$7,108

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	
<u>Downtown Canal Dist. T.I.F.</u>				
Revenues				
30-00-40005	Reallocated P/Y Funds	\$60,000	\$92,000	\$32,000
	Real Estate Taxes			
30-00-41755	T.I.F. Canal District	\$215,000	\$182,000	(\$33,000)
	Total Real Estate Taxes	\$215,000	\$182,000	(\$33,000)
	Other Income			
30-00-48100	Interest	\$1,000	\$1,000	\$0
	Developer Contribution	\$65,000	\$65,000	\$0
30-00-48600	Bond Proceeds	0	0	\$0
	Total Other Income	\$66,000	\$66,000	\$0
	Interfund Transfers In			
30-00-49170	From T.I.F. Downtown Fund	\$100,000	\$100,000	\$0
	Total Interfund Transfers In	\$100,000	\$100,000	\$0
	Total D/T Canal Dist. Revenues	\$441,000	\$440,000	(\$1,000)
Expenses				
	Outside Services			
30-00-52450	Rec / Adv / Printing	\$0	\$0	\$0
30-00-56100	Pro Svc - Audit	\$1,000	\$1,000	\$0
30-00-56950	Bond Fees	1,000	1,000	\$0
	Total Outside Services	\$2,000	\$2,000	\$0
	River / Front Street			
30-11-516100	Engineering	\$0	\$0	\$0
30-11-516200	Construction	0	0	\$0
	Total Outside Services	\$0	\$0	\$0
	Parking Garage			
30-11-517100	Engineering	\$0	\$0	\$0
30-11-517200	Construction	35,000	35,000	\$0
	Total Parking Garage	\$35,000	\$35,000	\$0
	Debt Service			
30-11-82301	2007 Canal Bond Principal	\$100,000	\$100,000	\$0
30-11-82302	2007 Canal Bond Interest	109,575	109,575	\$0
30-11-82304	2010 Canal TIF P&I	68,830	68,830	\$0
	Total Debt Service	\$278,405	\$278,405	\$0
	Capital Outlay			
30-11-70200	Other Equipment	\$0	\$0	\$0
30-11-70700	Construction	125,000	125,000	\$0
	Total Capital Outlay	\$125,000	\$125,000	\$0
	Total Expenses	\$440,405	\$440,405	\$0
	Total Revenues	\$441,000	\$440,000	(\$1,000)
	Total Expenses	\$440,405	\$440,405	\$0
	Difference	\$595	(\$405)	(\$1,000)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Gateway T.I.F.			
Revenues			
34-00-40005	Reallocated P/Y Funds	\$0	\$0
	Real Estate Taxes		
34-00-41756	Gateway TIF District	\$100,000	\$100,000
	Total Real Estate Taxes	\$100,000	\$100,000
	Total Revenues	\$100,000	\$100,000
Expenses			
34-00-56600	Outside Service Consulting	\$30,000	\$30,000
34-00-56950	Bond Fees	\$0	\$0
	Total Outside Services	\$0	\$30,000
34-00-70700	Construction	50000	\$50,000
	Total Capital Outlay	50000	\$50,000
	Interfund Transfers Out		
	SSA #1 - Fund 35	\$50,000	\$0
		0	0
	Total Transfers Out	\$50,000	\$0
	Total Expenses	\$50,000	\$80,000
	Total Revenues	\$100,000	\$100,000
	Total Expenses	\$50,000	\$80,000
	Difference	\$50,000	(\$30,000)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
SSA #1			
Revenues			
35-00-40005 Reallocated P/Y Funds	\$0	\$0	\$0
35-00-41757 Real Estate Taxes SSA #1	\$56,000	\$106,000	\$50,000
Total Real Estate Taxes	\$56,000	\$106,000	\$50,000
35-00-49220 Interfund Transfers In From Water & Sewer Fund	\$35,000	\$35,000	\$0
From Gateway TIF	\$50,000	\$0	(\$50,000)
Total Interfund Transfers In	\$85,000	\$35,000	(\$50,000)
Total Revenues	\$141,000	\$141,000	\$0
Expenses			
35-00-56950 Outside Service Bond Fees	\$1,000	\$1,000	\$0
Total Outside Services	\$1,000	\$1,000	\$0
Debt Service Payments Principal	\$65,000	\$65,000	\$0
Interest	74,713	74,713	\$0
Total Debt Service Payments	\$139,713	\$139,713	\$0
Total Expenses	\$140,713	\$140,713	\$0
Total Revenues	\$141,000	\$141,000	\$0
Total Expenses	\$140,713	\$140,713	\$0
Difference	\$287	\$287	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>Motor Fuel Tax Fund</u>				
Revenues				
40-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0
40-00-43700	State Shared Revenue Allotments	\$380,000	\$473,000	\$93,000
	Total State Shared Revenue	\$380,000	\$473,000	\$93,000
40-00-48100	Other Income Interest	\$1,000	\$4,000	\$3,000
	Total Other Income	\$1,000	\$4,000	\$3,000
	Total Revenues	\$381,000	\$477,000	\$96,000
Expenses				
40-00-53000	Outside Services Electricity - Street Lighting	\$25,000	\$25,000	\$0
40-00-56300	Pro Svc - Engineering	10,000	10,000	\$0
40-00-58150	Maint Svc - Streets	176,000	176,000	\$0
	Total Outside Services	211,000	211,000	\$0
40-00-60900	Materials & Supplies Maint Supl - Street/Alleys	\$170,000	\$170,000	\$0
	Total Materials & Supplies	\$170,000	\$170,000	\$0
	Total Expenses	\$381,000	\$381,000	\$0
	Total Revenues	\$381,000	\$477,000	\$96,000
	Total Expenses	\$381,000	\$381,000	\$0
	Difference	\$0	\$96,000	\$96,000

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	
<u>Road Improvement Fund</u>				
Revenues				
45-00-40005	Reallocated P/Y Revenues	\$0	\$105,000	\$105,000
Intergovernmental Revenue				
45-00-47700	Engr Reimb - 127th Street GRANT			
45-00-47701	Land Acq Reimb - 127th St	0	0	\$0
45-00-47702	McCarthy Road Grant	110,250	110,250	\$0
45-00-47703	Land Acq Reimb - McCarthy Road STP	0	0	\$0
	Total Intergovernmental Revenue	\$110,250	\$110,250	\$0
Other Income				
45-00-48100	Interest	\$2,000	\$2,000	\$0
45-00-48200	Utility Tax - Communications	700,000	710,000	\$10,000
45-00-48201	Utility Tax - Electric	600,000	640,000	\$40,000
45-00-48202	Utility Tax - Gas	300,000	300,000	\$0
45-00-48350	Developer Contributions	290,000	290,000	\$0
	Total Other Income	\$1,892,000	\$1,942,000	\$50,000
Interfund Transfers In				
45-00-49220	From Water & Sewer Fund	\$0	\$0	\$0
	Total Interfund Transfers In	\$0	\$0	\$0
	Total Revenue	\$2,002,250	\$2,157,250	\$155,000

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Expenses			
45-00-56600	Pro Svc - Consulting	\$0	\$0
	Interfund Transfers Out		
45-00-80100	To General Fund	\$695,000	\$695,000
45-00-80140	To Debt Service Fund	732,030	732,030
45-00-80250	To W & S Capital Improvements	0	0
	Total Interfund Transfers Out	\$1,427,030	\$1,427,030
	Total Expenses	\$1,427,030	\$1,427,030
Road Reconstruction Program			
	McCarthy Road Improvements		
45-20-506100	Engineering	\$0	\$0
45-20-506200	Construction	0	0
	Total McCarthy Road Improvements	\$0	\$0
	127th Street Improvements		
45-20-507100	Engineering	\$0	\$4,000
45-20-507200	Construction	0	0
45-20-507300	Land Acquisition	0	0
	Total 127th Street Improvements	\$0	\$4,000
	Czacki/Division/East		
45-20-511100	Engineering	\$0	\$0
45-20-511200	Construction	0	0
	Total Czacki	\$0	\$0
	East / Logan / Moczygamba		
45-20-514100	Engineering	\$0	\$0
45-20-514200	Construction	0	0
	Total East / Logan / Moczygamba	\$0	\$0
	River / Front Streets		
45-20-516100	Engineering	\$0	\$0
45-20-516200	Construction	0	0
	Total River / Front Streets	\$0	\$0
	McCarthy Rd (STP-Ph 1)		
45-20-517100	Engineering	\$189,000	\$189,000
45-20-517200	Construction	361,350	361,350
45-20-517300	Land Acquisition	20,000	50,000
	Total McCarthy Rd (STP - Ph 1)	\$570,350	\$600,350
	State Street LAPP		
45-20-518100	Engineering	\$0	\$0
45-20-518200	Construction	0	154,123
	Total State Street LAPP	\$0	\$154,123

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Road Reconstruction Program			
Walker / McCarthy Traffic Signal			
45-20-520100 Engineering	\$0	\$0	\$0
45-20-520200 Construction	0	0	\$0
Total Walker / McCarthy Traffic Signas	\$0	\$0	\$0
Derby Road LAPP			
45-20-521100 Engineering	\$0	\$0	\$0
45-20-521200 Construction	0	0	\$0
Total Derby LAPP	\$0	\$0	\$0
Norton Dr / Norton Ave Reconstruction			
45-20-522100 Engineering	\$0	\$0	\$0
45-20-522200 Construction	0	0	\$0
Total Norton Dr / Norton Ave Reconstruction	\$0	\$0	\$0
Timberline / 127th Signal			
45-20-523100 Engineering	\$0	\$1,000	\$1,000
45-20-523200 Construction	0	0	\$0
Total Timberline / 127th Signal	\$0	\$1,000	\$1,000
Reconstruction Projects			
45-20-777777 Reconstruction Projects	0	0	\$0
Total Reconstruction Projects	\$0	\$0	\$0
Total Reconstruction Program	\$570,350	\$759,473	\$189,123
Total Road Improv Expenses	\$1,997,380	\$2,186,503	\$189,123
Total Road Improv Revenue	\$2,002,250	\$2,157,250	\$155,000
Total Road Improv Expenses	\$1,997,380	\$2,186,503	\$189,123
Difference	\$4,870	(\$29,253)	(\$34,123)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>I.M.R.F. Fund</u>			
Revenues			
50-00-41800			
Real Estate Tax			
I.M.R.F.	\$245,000	\$245,000	\$0
Total Real Estate Tax	\$245,000	\$245,000	\$0
50-00-46230			
Charges for Service			
Special Detal Reimbursement	\$0	\$0	\$0
Total Charges for Service	\$0	\$0	\$0
50-00-48100			
Other Income			
Interest	\$200	\$200	\$0
Total Other Income	\$200	\$200	\$0
50-00-49100			
Interfund Transfers In			
From General Fund (PPRT)	\$5,000	\$5,000	\$0
Total Interfund Transfers In	\$5,000	\$5,000	\$0
Total Revenues	\$250,200	\$250,200	\$0
Expenses			
50-00-52150			
Outside Services			
Village I.M.R.F. Contribution	\$245,000	\$241,000	(\$4,000)
Total Outside Services	\$245,000	\$241,000	(\$4,000)
Total I.M.R.F. Expenses	\$245,000	\$241,000	(\$4,000)
Total I.M.R.F. Revenues	\$250,200	\$250,200	\$0
Total I.M.R.F. Expenses	\$245,000	\$241,000	(\$4,000)
Difference	\$5,200	\$9,200	\$4,000

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Social Security Fund				
Revenues				
	Real Estate Tax			
55-00-41850	Social Security	\$240,000	\$240,000	\$0
	Total Real Estate Tax	\$240,000	\$240,000	\$0
	Charges for Service			
55-00-46230	Special Detal Reimbursement	\$0	\$0	\$0
	Total Charges for Service	\$0	\$0	\$0
	Other Income			
55-00-48100	Interest	\$500	\$500	\$0
	Total Other Income	\$500	\$500	\$0
	Total Revenues	\$240,500	\$240,500	\$0
Expenses				
	Outside Services			
55-00-52150	Village Social Security Contribution	\$220,000	\$213,000	(\$7,000)
	Total Outside Services	\$220,000	\$213,000	(\$7,000)
	Total Expenses	\$220,000	\$213,000	(\$7,000)
	Total Revenues	\$240,500	\$240,500	\$0
	Total Expenses	\$220,000	\$213,000	(\$7,000)
	Difference	\$20,500	\$27,500	\$7,000

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Parking Garage Fund			
Revenues			
Licenses & Permits			
72-00-44200 Parking Permits	\$0	\$0	\$0
72-00-44220 Parking Meters	\$0	\$0	\$0
Total Licenses & Permits	\$0	\$0	\$0
Charges for Service			
72-00-46260 Condo Assessments	\$24,600	\$24,600	\$0
Total Charges for Service	\$24,600	\$24,600	\$0
Other Income			
72-00-48100 Interest	\$0	\$0	\$0
Total Other Income	\$0	\$0	\$0
Interfund Transfers In From ???			
Total Interfund Transfers In	\$0	\$0	\$0
Total Revenues	\$24,600	\$24,600	\$0
Expenses			
Outside Services			
72-00-57450 Utility Expense - Garage	\$16,800	\$16,800	\$0
72-00-57000 Maint Svc - Garage	16,490	16,490	\$0
72-00-57550 Maint Svc - Snow Removal	0	0	\$0
Total Outside Services	\$33,290	\$33,290	\$0
Materials & Supplies			
Maint Supplies	\$0	\$0	\$0
Total Materials & Supplies	\$0	\$0	\$0
Capital Outlay			
Other Equipment	\$0	\$0	\$0
Total Capital Outlay	\$0	\$0	\$0
Total Expenses	\$30,904	\$33,290	\$2,386
Total Parking Garage Revenue	\$24,600	\$24,600	\$0
Total Parking Garage Expenses	\$30,904	\$33,290	\$2,386
Difference	(\$6,304)	(\$8,690)	(\$2,386)

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>Parking Lot Account</u>			
Revenues			
75-00-40005	Reallocated P/Y Funds	\$0	\$0
75-00-44200	Licenses & Permits		
75-00-44200	Parking Permits	\$31,000	\$31,000
75-00-44220	Parking Meters	43,000	43,000
	Total Licenses & Permits	\$74,000	\$74,000
75-00-45100	Fines		
75-00-45100	Fines	\$5,000	\$5,000
	Total Fines	\$5,000	\$5,000
75-00-48100	Other Income		
75-00-48100	Interest	\$1,000	\$1,000
	Total Other Income	\$1,000	\$1,000
	Total Revenues	\$80,000	\$80,000
Expenses			
75-00-51100	Personal Services		
75-00-51100	Regular Salaries	\$33,432	\$33,432
75-00-51850	Payroll Taxes	6,100	6,100
	Total Personal Services	\$39,532	\$39,532
75-00-52300	Outside Services		
75-00-52300	Postage	\$175	\$175
75-00-52500	Advertising / Printing	1,500	1,500
75-00-54150	Electricity	6,000	6,000
75-00-54250	Village Leases	3,600	3,600
75-00-57000	Maint Svc - Equipment	10,000	10,000
75-00-57350	Maint Svc - Parking Lots	3,000	3,000
75-00-57550	Maint Svc - Snow Removal	10,000	10,000
	Total Outside Services	\$34,275	\$34,275
75-00-60820	Materials & Supplies		
75-00-60820	Maint Supplies - Landscaping	\$1,000	\$1,000
	Total Materials & Supplies	\$1,000	\$1,000
75-00-70200	Capital Outlay		
75-00-70200	Other Equipment	\$0	\$0
75-00-70600	Engineering	0	0
75-00-70700	Construction	0	0
	Total Capital Outlay	\$0	\$0
75-00-80100	Interfund Transfers Out		
75-00-80100	To General Fund	\$0	\$0
	Total Interfund Transfers Out	\$0	\$0
	Total Expenses	\$74,807	\$74,807
	Total Revenues	\$80,000	\$80,000
	Total Expenses	\$74,807	\$74,807
	Difference	\$5,193	\$5,193

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>General Capital Improvement Fund</u>				
Revenues				
80-00-40005	Reallocated P/Y Funds	\$0	\$0	\$0
Intergovernmental Revenue				
80-00-47509	Brownfield Grant	\$0	\$0	\$0
80-00-47511	Miscellaneous Grants	0	0	\$0
80-00-47905	Engr Rmb - Canal Path	0	0	\$0
Total Intergovernmental Revenue		\$0	\$0	\$0
Other Income				
80-00-48100	Interest	\$50	\$50	\$0
80-00-48250	50/50 Sidewalk Reimb	0	0	\$0
80-00-48260	50/50 Parkway Tree Contrib	0	0	\$0
80-00-48350	Developer Contributions	0	0	\$0
80-00-48500	Miscellaneous Income	0	0	\$0
Total Other Income		\$50	\$50	\$0
Interfund Transfers In				
80-00-49100	From General Fund	\$30,000	\$30,000	\$0
80-00-49220	From W & S Oper & Maint	50,000	50,000	\$0
80-00-49450	From Road Improvement fund	0	0	\$0
Total Interfund Transfers In		\$80,000	\$80,000	\$0
Total Revenues		\$80,050	\$80,050	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference	
General Capital Improv. Fund (cont.)				
Expenses				
Quarry Area				
80-00-546100	Engineering	\$0	\$0	\$0
80-00-546200	Construction	0	0	\$0
	Total Quarry Area	\$0	\$0	\$0
Sidewalks / Miscellaneous				
80-00-570100	Engineering	\$0	\$0	\$0
80-00-570200	Construction	0	0	\$0
	Total Sidewalks / Miscellaneous	\$0	\$0	\$0
Main Street Culvert Removal / Fire Station				
80-00-573100	Engineering	\$0	\$0	\$0
80-00-573200	Construction	0	0	\$0
	Total Main Street Culvert Removal / Fire Station	\$0	\$0	\$0
I & M Canal West Pathway Improvements				
80-00-575100	Engineering	\$0	\$0	\$0
80-00-575200	Construction	0	0	\$0
	Total I & M Canal West Pathway Improvements	\$0	\$0	\$0
Tri-Central				
80-00-576100	Engineering	\$0	\$0	\$0
80-00-576200	Construction	0	0	\$0
	Total Tri-Central	\$0	\$0	\$0
Parkway Tree Program				
80-00-580300	Parkway Trees	\$0	\$0	\$0
	Total Parkway Tree Program	\$0	\$0	\$0
Capital Outlay				
80-00-70100	Office Equipment	\$80,000	\$80,000	\$0
80-00-70700	Construction	0	0	\$0
	Total Capital Outlay	\$80,000	\$80,000	\$0
	Total Gen Cap Imp Exp	\$80,000	\$80,000	\$0
	Total Gen Cap Imp Rev	\$80,050	\$80,050	\$0
	Total Gen Cap Imp Exp	\$80,000	\$80,000	\$0
	Difference	\$50	\$50	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Public Works Building Fund			
Revenue			
81-00-40005	P/Y Fund Balance	\$0	\$0
Other Income			
81-00-48100	Interest	\$0	\$0
	Total Other Income	\$0	\$0
Interfund Transfers In			
81-00-49100	From General Fund	\$0	\$0
81-00-49140	From Debt Service fund	0	0
81-00-49220	From Water & Sewer Fund	0	0
81-00-49230	From Water & Sewer Bond Fund	0	0
	Total Interfund Transfers In	\$0	\$0
Total Revenue			
		\$0	\$0
Expenses			
Outside Services			
81-00-56300	Pro Svc - Engineering	\$0	\$0
81-00-56600	Pro Svc - Consulting	0	0
	Total Outside Services	\$0	\$0
Capital Outlay			
81-00-70600	Land Acquisition	\$0	\$0
81-00-70700	Construction	0	0
	Total Capital Outlay	\$0	\$0
Interfund Transfers Out			
81-00-80100	To General Fund	\$0	\$0
81-00-80820	To Police Building Fund		
	Total Interfund Transfers Out	\$0	\$0
Total Expenses			
		\$0	\$0
Total Pub Works Bldg Fund Rev		\$0	\$0
Total Pub Works Bldg Fund Exp		\$0	\$0
Difference		\$0	\$0

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
Police Building Fund				
Revenue				
82-00-40005	P/Y Fund Balance	\$0	\$0	
Other Income				
82-00-48100	Interest	\$0	\$0	
	Total Other Income	\$0	\$0	
Interfund Transfers In				
82-00-49100	From General Fund	\$0	\$0	
	Total Interfund Transfers In	\$0	\$0	
Total Revenue		\$0	\$0	
Expenses				
Outside Services				
82-00-56300	Pro Svc - Engineering	\$0	\$0	
82-00-56600	Pro Svc - Consulting	0	0	
	Total Outside Services	\$0	\$0	
Capital Outlay				
82-00-70600	Land Acquisition	\$0	\$0	
82-00-70700	Construction	0	0	
	Total Capital Outlay	\$0	\$0	
Interfund Transfers Out				
82-00-80140	To Debt Service Fund	\$0	\$0	
82-00-80140	To Debt Service Fund	0	0	
	Total Interfund Transfers Out	\$0	\$0	
Total Expenses		\$0	\$0	
Total Police Building Fund Rev		\$0	\$0	
Total Police Building Fund Exp		\$0	\$0	
Difference		\$0	\$0	

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>Police Pension Fund</u>			
Revenues			
90-00-48001			
90-00-48100	250,000	250,000	\$0
90-00-48450	210,000	210,000	\$0
90-00-48500	0	0	\$0
Total Other Income	\$460,000	\$460,000	\$0
90-00-49100	\$510,000	\$510,000	\$0
Total Interfund Transfers In	\$510,000	\$510,000	\$0
Total Revenues	\$970,000	\$970,000	\$0
Expenses			
90-00-52100	\$2,200	\$2,200	\$0
90-00-52200	2,500	2,500	\$0
90-00-52251	100	100	\$0
90-00-56150	2,000	2,000	\$0
90-00-56450	0	0	\$0
90-00-58500	376,000	376,000	\$0
90-00-58600	0	0	\$0
Total Outside Services	\$382,800	\$382,800	\$0
90-00-60100	\$200	\$200	\$0
90-00-60300	100	100	\$0
Total Materials & Supplies	\$300	\$300	\$0
90-00-70100	\$0	\$0	\$0
Total Capital Outlay	\$0	\$0	\$0
Total Expenses	\$383,100	\$383,100	\$0
Total Revenues	\$970,000	\$970,000	\$0
Total Expenses	\$383,100	\$383,100	\$0
Difference	\$586,900	\$586,900	\$0

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
<u>SUMMARY</u>			
GENERAL FUND			
revenue	9,121,950	9,286,143	\$164,193
expense	8,616,583	8,576,188	(\$40,395)
difference	505,367	709,955	\$204,588
DEBT SERVICE FUND			
revenue	1,247,530	1,247,530	\$0
expense	1,258,545	1,258,545	\$0
difference	(11,015)	(11,015)	\$0
GENERAL CAPITAL IMPROVEMENTS			
revenue	80,050	80,050	\$0
expense	80,000	80,000	\$0
difference	50	50	\$0
PUBLIC WORKS BUILDING FUND			
revenue	0	0	
expense	0	0	
difference	0	0	
POLICE BUILDING FUND			
revenue	0	0	
expense	0	0	
difference	0	0	
ROAD IMPROVEMENT FUND			
revenue	2,002,250	2,157,250	
expense	1,997,380	2,186,503	
difference	4,870	(29,253)	
MOTOR FUEL TAX FUND			
revenue	381,000	477,000	
expense	381,000	381,000	
difference	0	96,000	

BUDGET FISCAL YEAR 2011-2012

	FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
SUMMARY cont.			
I.M.R.F. FUND			
revenue	250,200	250,200	
expense	245,000	241,000	
difference	5,200	9,200	
SOCIAL SECURITY FUND			
revenue	240,500	240,500	
expense	220,000	213,000	
difference	20,500	27,500	
WORKING CASH FUND			
revenue	15,000	5,500	
expense	10,000	3,000	
difference	5,000	2,500	
T.I.F. Fund - Downtown			
revenue	981,000	990,500	
expense	903,948	952,073	
difference	77,052	38,427	
T.I.F. Fund - Canal District			
revenue	441,000	440,000	
expense	440,405	440,405	
difference	595	(405)	
T.I.F. Fund - Gateway			
revenue	100,000	100,000	
expense	50,000	80,000	
difference	50,000	20,000	
Special Service District #1			
revenue	141,000	141,000	
expense	140,713	140,713	
difference	287	287	
POLICE PENSION FUND			
revenue	970,000	970,000	
expense	383,100	383,100	
difference	586,900	586,900	
TOTAL ALL FUNDS			
revenue	25,076,415	26,612,430	
expense	23,832,721	25,080,568	
difference	1,243,694	1,531,862	

BUDGET FISCAL YEAR 2011-2012

		FY 11-12 (Current)	FY 11-12 1st Amendment	Difference
INTERFUND TRANSFERS				
10-00-49150	From Working Cash			
10-00-49220	From Water & Sewer Fund			
10-00-49450	From Road Improv fund			
10-00-49750	From Commuter Lot			
14-00-49100	From General Fund			
14-00-49450	From Road Improvement Fund			
14-00-49820	From Police Building Fund			
23-00-49220	From Water & Sewer Fund			
23-00-27220	From L/T Debt Capitalized Int			
25-00-49220	From Water & Sewer Fund			
25-00-49450	From Road Improvement Fund			
30-00-49170	From T.I.F. Downtown			
35-00-49220	From Water & Sewer Fund			
45-00-49220	From Water & Sewer Fund			
50-00-49100	From General Fund (PPRT)			
REALLOCATIONS				
80-00-49100	From General Fund			
80-00-49220	From Water & Sewer Fund			
90-00-49100	From General Fund			
10-90-80140	To Debt Service Fund			
10-90-80500	To IMRF Fund			
10-90-80800	To General Capital Improv Fund			
10-90-80900	To Police Pension Fund			
15-00-80100	To General Fund			
17-00-80300	To T.I.F. Canal Dist Fund			
22-15-80100	To General Fund			
22-15-80230	To W&S Alt Rev Bond			
22-15-80250	To W & S Capital Improvement Fund			
22-15-80350	To Special Service District #1			
22-15-80450	To Road Improvement Fund			
22-15-80800	To Gen Cap Improv Fund			
27-00-27220	To W&S Alt Rev Bond			
45-00-80100	To General Fund			
45-00-80140	To Debt Service Fund			
45-00-80250	To W & S Capital Improvement fund			
72				
75-00-80100	To General Fund			
82-00-80140	To Debt Service Fund			

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Water Agency
date: November 22, 2011

BACKGROUND/HISTORY

Over the course of the last year, the Village of Lemont, Homer Glen, Romeoville, Bolingbrook and Woodridge have joined in discussions concerning the creation of a water agency as allowed under statute. Each of these municipalities received water through Illinois American for all, or as in the case of Lemont a portion of its residents and business. Recent legislation has been passed to further assist these municipalities in the formation of a Water Agency. Based on a recent meeting, it was determined by the CEO of each community to proceed forward with the recommendation to each communities respective boards to authorize the execution of the intergovernmental agreement to formalize the water agency.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinances Authorizing the Intergovernmental Agreement
Water Agency Intergovernmental Agreement

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

AN ORDINANCE APPROVING NORTHERN WILLCOUNTY JOINTACTION
INTERGOVERNMENTAL AGREEMENT BYAND AMONG THE VILLAGES OF
BOLINGBROOK, HOMERGLLEN, WOODRIDGE, ROMEOVILLE AND LEMONT

**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 APPROVING NORTHERN WILL COUNTY JOINT ACTION INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE VILLAGES OF BOLINGBROOK, HOMER GLEN, WOODRIDGE, ROMEOVILLE AND LEMONT

WHEREAS, pursuant to 5 ILCS 220/3.1, any municipality or municipalities of the State of Illinois, any township in a county with a population under 700,000 of the State, any public water district or districts of the State, any State university, or any combination thereof may, by intergovernmental agreement, establish a Municipal Joint Action Water Agency to provide adequate supplies of water on an economical and efficient basis for member municipalities, public water districts and other incorporated and unincorporated areas within such counties; and,

WHEREAS, any such Agency shall itself be a municipal corporation, public body politic and corporate; and

WHEREAS, a Municipal Joint Action Water Agency may be established by an intergovernmental agreement among the various member municipalities, public water districts, townships, State universities and counties, upon approval by an ordinance adopted by the corporate authorities of each member municipality, public water district, township, State university or county; and

WHEREAS, the Village of Bolingbrook, Illinois ("Bolingbrook"), the Village of Homer Glen, Illinois ("Homer Glen"), the Village of Woodridge, Illinois ("Woodridge"), the Village of Romeoville, Illinois ("Romeoville"), and the Village of Lemont ("Lemont") (collectively, the "Members"), by virtue of the Northern Will County Joint Action Water Agency Intergovernmental Agreement attached hereto as Exhibit 1 and made apart hereof (the "Agreement"), desire to form and establish the Northern Will County Joint Action Water Agency in accordance with the foregoing statutory authority and further pursuant to their powers of intergovernmental cooperation under Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act; and,

WHEREAS, the Intergovernmental Cooperation Act, as amendment (5 ILCS 220/1 et seq.), also authorizes units of local government to exercise and enjoy jointly their powers, privileges and authority, and to enter into intergovernmental agreements for that purpose; and,

WHEREAS, each of the Members currently receives Lake Michigan water service by means of a common pipeline (the "Common Pipeline") owned and operated by American Lake Water Company, Belleville, Illinois ("ALWC"); and,

WHEREAS, ALWC is an affiliate of Illinois – American Water Company, Belleville, Illinois ("IAWC"); and,

WHEREAS, Lake Michigan water is provided by ALWC to IAWC by virtue of a water supply contract for customers in Bolingbrook, Woodridge, Homer Glen, Romeoville and Lemont; and,

WHEREAS, pursuant to 5 ILCS 220/ 3.1(C), member municipalities of a Joint Action Water Agency may, for purposes of and upon the request of the Agency, exercise the power of eminent domain available to them, convey property so acquired to the Agency for the cost of acquisition, and be reimbursed for all expenses related to the exercise of eminent domain on behalf of the Agency; and,

WHEREAS, pursuant to 65 ILCS 5/11-124-5(b), as amended by P.A. 97-0;;861, where a water system that is owned by a public utility, such as ALWC, provides water to customers located in two or more municipalities, the system may be acquired by a majority of the municipalities if there is in existence an intergovernmental agreement between the acquiring municipalities providing for acquisition; and

WHEREAS, the ALWC Common Pipeline is a water system that provides water to customers located in Bolingbrook, Woodridge, Homer Glen, Romeoville and Lemont; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to acquire the Common Pipeline, associated facilities and assets, including any contracts with the Village of Bedford Park or IAWC related to the provision of Lake Michigan water; and

WHEREAS, the Mayor and Board of Trustees find and hereby declare that it is necessary and in the best interests of the Village to establish a Joint Action Water Agency in order to provide adequate supplies of water on an economical and efficient basis for the Members individually, including without limitation to provide a joint waterworks and/or water supply system to obtain Lake Michigan water for use as provided in the Agreement; and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to approve the Intergovernmental Agreement attached hereto as Exhibit 1 and made a part hereof, subject to attorneys' approval, which Agreement sets forth the understanding of the parties;

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 Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION 2: Subject to review and approval of the Village Attorney, the Agreement attached hereto as Exhibit 1 shall be, and it is hereby, approved, and the Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, said Agreement in substantially the form attached hereto as Exhibit 1.

SECTION 3: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance or the Agreement approved hereby shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval in the manner 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

**NORTHERN WILL COUNTY JOINT ACTION
WATER AGENCY INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2010~~11~~, by and among the **VILLAGE OF BOLINGBROOK, ILLINOIS** ("Bolingbrook"), the ~~VILLAGE OF PLAINFIELD, ILLINOIS~~ ("Plainfield"), the **VILLAGE OF HOMER GLEN, ILLINOIS** ("Homer Glen"), the **VILLAGE OF WOODRIDGE, ILLINOIS** ("Woodridge"), and the **VILLAGE OF ROMEOVILLE, ILLINOIS** ("Romeoville"), and the **VILLAGE OF LEMONT, ILLINOIS** ("Lemont"). The foregoing municipalities are hereinafter severally referred to as the "Members."

WITNESSETH:

WHEREAS, pursuant to 5 ILCS 220/3.1, any municipality or municipalities of the State of Illinois, any township in a county with a population under 700,000 of the State, any public water district or districts of the State, any State university, County, or any combination thereof may, by intergovernmental agreement, establish a Municipal Joint Action Water Agency to provide adequate supplies of water on an economical and efficient basis for member municipalities, public water districts and other incorporated and unincorporated areas within such counties; and

WHEREAS, any such Agency shall itself be a municipal corporation, public body politic and corporate; and

WHEREAS, a Municipal Joint Action Water Agency may be established by an intergovernmental agreement among the various member municipalities, public water districts, townships, State universities and counties, upon approval by an ordinance adopted by the corporate authorities of each member municipality, public water district, township, State university or county; and

WHEREAS, Bolingbrook, ~~Plainfield,~~ Homer Glen, Woodridge, Lemont and Romeoville, by virtue of this Agreement, hereby form and establish the Northern Will County Joint Action Water Agency in accordance with the foregoing statutory authority and further pursuant to their powers of intergovernmental cooperation under Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 *et seq.*), also authorizes units of local government to exercise and enjoy jointly their powers, privileges and authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, each of the Members currently receives Lake Michigan water service by means of a common pipeline (the "Common Pipeline")_owned and operated by American Lake Water Company, Belleville, Illinois ("ALWC"); and

WHEREAS, ALWC is a "common carrier by pipeline" as that term is defined in 220 ILCS 5/15-201; and

WHEREAS, ALWC is an affiliate of Illinois-American Water Company, Belleville, Illinois ("IAWC"); and

WHEREAS, Lake Michigan water is provided by ALWC to IAWC by virtue of a water supply contract for customers in Bolingbrook, Romeoville, Lemont, Woodridge and Homer Glen; and

WHEREAS, Lake Michigan water is provided to Plainfield by ALWC pursuant to a wholesale water supply contract for customers in Plainfield; and

WHEREAS, pursuant to 5 ILCS 220/3.1(C), member municipalities of a Joint Action Water Agency may, for the purposes of and upon the request of the Agency, exercise the power of eminent domain available to them, convey property so acquired to the Agency for the cost of

acquisition, and be reimbursed for all expenses related to the exercise of eminent domain on behalf of the Agency; and

WHEREAS, pursuant to 65 ILCS 5/11-124-5(b), as amended by P.A. 97-0586, where a water system that is owned by a public utility, such as ALWC, provides water to customers located in two or more municipalities, the system may be acquired by either ~~or all~~ a majority of the municipalities if there is in existence an intergovernmental agreement between the acquiring municipalities ~~served~~ providing for acquisition; and

WHEREAS, the ALWC Common Pipeline is a water system that provides water to customers located in Bolingbrook, a portion of Woodridge, Homer Glen, Plainfield, ~~and a~~ portion of Romeoville; and, and a portion of Lemont; and

WHEREAS, the Members believe and hereby declare that it is in the best interests of the Members and their residents to acquire the Common Pipeline, associated facilities and assets, including any contracts with the Village of Bedford Park or IAWC related to the provision of Lake Michigan water; and

WHEREAS, the governmental units which are a party to this Agreement have determined that it is necessary and in their best interests to establish a Joint Action Water Agency in order to provide adequate supplies of water on an economical and efficient basis for the Members individually, including, without limitation, to provide a joint waterworks and/or water supply system to obtain Lake Michigan water for use as provided in this Agreement:

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

Section 1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section 1.

Section 2. **Definitions.** For the purposes of this Agreement each of the following words and phrases shall have the meaning set forth following the word or phrase, unless the context clearly indicates a different meaning.

(a) The word "Act" shall mean the Intergovernmental Cooperation Act (5 ILCS 220/3.1), as it has been and as it may be amended from time to time.

(b) The phrase "Additional Member" shall mean any city, or village or other governmental unit which becomes a member of the Agency pursuant to this Agreement, other than an Original Member. An Original Member that withdraws from the Agency pursuant to this Agreement may, however, become a member of the Agency again in the manner provided for Additional Members.

(c) The word "Agency" shall mean the Northern Will County Joint Action Water Agency established by this Agreement.

(d) The phrase "Board of Directors" shall mean the Board of Directors of the Agency.

(e) The word "By-Laws" shall mean By-Laws of the Agency as adopted and as amended from time to time by the Board of Directors.

(f) The phrase "Common Pipeline" shall mean the Lake Michigan water pipeline and appurtenances thereto presently owned by American Lake Water Company.

(g) The phrase "Executive Committee Director" shall mean the Executive Committee person appointed by the Board of Directors to perform the duties of Executive Director of the Agency.

(h) The phrase "Full Water Requirements" means an amount of Lake Michigan water which is sufficient to service a Member's customers' connections Water Connections, as identified on Exhibit 1, as now existing or hereafter amended.

(i)(h) The word "Members" shall mean all governmental units which are Original Members or which become Additional Members of the Agency pursuant to this Agreement. The word "Members" does not, however, include governmental units which, pursuant to this Agreement, shall have withdrawn from the Agency. The word "Member" shall mean one of the Members.

(i)(i) The phrase "Original Members" shall mean the governmental units listed on page 1 of this Agreement which governmental units approve and execute this Agreement on or before its effective date.

(k)(j) The word "Participant" shall mean any person, corporation, entity, organization, or Public Agency which shall enter into an agreement with the Agency pursuant to Section 7 of this Agreement to participate in activities of the Agency.

(l)(k) The phrase "Public Agency" shall mean the State of Illinois, any agency of the State, and any units of local government as defined in the Illinois Constitution of 1970 including, without limitation, any city, village, county, water district, water commission or joint action water agency.

(m)(l) The word "System" shall mean the Common Pipeline and associated facilities when acquired by the Agency.

(n)(m) The term "Water Connections" shall mean the total number of customer water connections served by a Member, whether metered or unmetered, which receive Lake Michigan water through the Common Pipeline as their primary water supply.

Section 3. **Establishment.** A Joint Action Water Agency is established by this intergovernmental agreement among the original member governmental units. The corporate name of the Agency so established is the "Northern Will County Joint Action Water Agency".

The Agency shall be a municipal corporation and a public body politic and corporate. The Agency shall have all the powers and authority granted to the Agency by law, including, as applicable, Illinois statutes and Member ordinances, as now existing or hereafter amended.

Section 4. **Purposes.** The Agency is established for the purpose of providing adequate supplies of water on an economical and efficient basis for the Members, all as provided in this Agreement. In order to reduce the cost of providing water for the Members, the Agency may also provide water for other persons, entities, or organizations, including, without limitation, Participants, all as provided in this Agreement.

Section 5. **Duration.** The Agency shall have perpetual duration unless dissolved and terminated as provided in Section 8 of this Agreement.

Section 6. **Membership.**

(a) The members of the Agency shall be the Original Members, plus any Additional Members, excluding, however, any Original Members or Additional Members which shall have withdrawn from the Agency pursuant to this Agreement.

(b) Any Illinois city, village or other governmental unit which is not an Original Member of the Agency and any Original Member which shall have withdrawn from the Agency as provided in this Agreement, may join the Agency as an Additional Member upon the adoption of an ordinance by the corporate authorities of the joining governmental unit determining so to become a member and upon the consent of the Board of Directors and of all of the then Members. The consent of each such Member shall be effected by an ordinance adopted by the corporate authorities of the consenting governmental unit, a certified copy of which shall be filed with the Secretary of the Agency. The Board of Directors of the Agency may establish any reasonable conditions with respect to any governmental unit becoming an Additional Member.

These conditions may include, without limitation, the making of a capital contribution to the Agency and the assumption of all or a portion of contracts, debts and obligations of the Agency.

(c) Promptly upon any governmental unit becoming an Additional Member, that fact shall be certified by the Secretary of the Agency to the Secretary of State of Illinois.

Section 7. **Participants.** To the extent permitted by law, the Agency may enter into agreements with any person, corporation, entity, organization, or Public Agency which is a water supplier or distributor to participate in activities of the Agency. Each agreement with such a Participant shall contain provisions governing all aspects of such person's participation, including, without limitation, the rights and obligations of the Participant with respect to any required capital contribution and sharing of costs and liabilities. Any such agreement may provide for a Participant to appoint a delegate to participate in the meetings of the Board of Directors ~~and the Executive Committee~~ of the Agency, but a Participant and its delegate shall have no voting privileges. No such agreement with a Participant shall become effective unless and until the corporate authorities of each Members shall have approved the agreement by an ordinance, a certified copy of which shall have been filed with the Secretary of the Agency.

Section 8. **Withdrawal, Termination and Dissolution.**

(a) Any Member may at any time withdraw as a member of the Agency but only upon the consent of the Board of Directors and only upon the consent of each other Member.

(b) Any Member may withdraw pursuant to paragraph (a) of this Section only upon filing with the Secretary of the Agency a certified copy of an ordinance of the Member determining so to withdraw. Any consent by any Member to withdrawal by any other Member shall be made only by filing with the Secretary of the Agency a certified copy of an ordinance so consenting to the withdrawal.

(c) Upon the withdrawal of one or more Members so as to reduce the number of

Members to less than three, the Agency may be dissolved and terminated. Upon the filing with the Secretary of the Agency of certified copies of ordinances of the majority of Members determining to dissolve and terminate the Agency, then the Agency shall be so dissolved and terminated. If the number of members is reduced to two, a vote of either member to dissolve shall be sufficient to dissolve the Agency.

(d) Promptly upon any Member withdrawing from the Agency or upon action having been taken to dissolve and terminate the Agency, that fact shall be submitted by the Secretary of the Agency to the Secretary of State of Illinois.

(e) Notwithstanding any provision of this Agreement, while and as long as any bonds or notes of the Agency or any other contracts or obligations of the Agency are outstanding and unpaid, the Agency shall not terminate and dissolve in whole or in part.

(f) Any withdrawing Municipality shall be responsible for its share of any unpaid contracts, debts and obligations of the Agency incurred prior to the date of withdrawal or removal in proportion to its respective share of wWater eConnections as of the date of withdrawal, including its obligations under any conditions for membership established by the Board of Directors of the Agency prior to becoming an Additional Member. ~~The term "water connections," as used herein, shall mean the total number of customer water connections, whether metered or unmetered, located within the corporate limits of the Municipality, which receive Lake Michigan water through the ALWC Commission Pipeline~~

(g) If withdrawal of one or more Member results in dissolution and termination of the Agency as required by this section, then the withdrawing Member shall participate in the dissolution of the Agency as set forth in Paragraph (h) of this Section.

(h) Upon the termination and dissolution of the Agency:

(i) The contracts, debts and obligations of the Agency remaining unpaid after

such dissolution and termination shall be the several obligations of the respective Members and/or Participants in the respective proportions established for capital and operating costs, based on the number of wWater eConnections of the Members and/or Participants;

- (ii) The assets of the Agency remaining after dissolution shall be distributed among the Members and/or Participants who had participated in the Agency within one year prior to such dissolution and termination in proportion to their respective proportionate share of capital costs as established in accordance with Paragraph (h)(i) of this Section 8, after any setoff with respect to the provision for payment of that Member and/or Participant's share of the contracts, debts and obligations of the Agency.

Section 9. Powers.

(a) The Agency shall have the following powers, in addition to any powers set forth elsewhere in the Agreement:

- (i) To sue or be sued in law, equity, by suit, action, mandamus, or any other proceeding;
- (ii) To apply for and accept gifts or grants or loans of funds or property or financial or other aid from any public agency or private entity;
- (iii) To invest available funds;
- (iv) To employ agents and employees and to retain attorneys, engineers and such other consultants as the Board of Directors shall determine;
- (v) To acquire, hold, sell, lease, as lessor or lessee, transfer or dispose of real or personal property, or interests in property, as it deems appropriate, including, without limitation, the ALWC Common Pipeline, which

property may be located within or without the corporate limits of any Municipality, and to provide for the use of any such property by any Member or Participant;

- (vi) To plan, construct, improve, extend, finance (including the issuance of revenue bonds or notes and ~~general obligation bonds or notes as~~ provided in the Act), acquire, operate, maintain and contract for a joint waterworks and/or water supply system which may include, or may consist of, without limitation, facilities (including land and interests in land) for receiving, treating, storing and transmitting water from Lake Michigan for supplying water to the Members and their water users or to other Public Agencies, persons or corporations, including Participants;
- (vii) To buy water and to enter into contracts with any person, corporation, entity, organization, or Public Agency (including any Municipality) for that purpose, in accordance with the Act;
- (viii) To sell or provide water to Members and/or Participants at rates, fees and charges as determined by the Board of Directors and to enter into contracts for such sale or provision of water, all in accordance with the Act;
- (ix) To sell water not required for use by Members to any person, corporation, entity, organization, or Public Agency which is a water supplier at rates, fees and charges as determined by all of the members of the Board of Directors and to enter into contracts for that purpose, all in accordance with the Act, but only to the extent allowed by applicable State ~~w~~Water ~~a~~Allocations;
- (x) To sell water not required for use by Members to any person, corporation,

entity, organization, or Public Agency which is not a water supplier for its own use at rates, fees and charges as determined by the Board of Directors and to enter into contracts for that purpose, all in accordance with the Act, but only when such sales and contracts are approved by ordinance adopted by the corporate authorities of eachall Members, certified copies of which are filed with the Secretary of the Agency, and only to the extent allowed by applicable State wWater aAllocations;

- (xi) To adopt and enforce rules and regulations for Lake Michigan water use by Members, Participants or other purchasers of water from the Agency as may be necessary or advantageous to ensure adequate supplies of Lake Michigan water and to comply with State or Federal laws and regulations;
- (xii) To establish rates, fees and charges for the sale of water by the Agency or for the use of its facilities;
- (xiii) To assess and bill Members for any and all expenses incurred by the Agency with respect to the acquisition of the ALWC Common Pipeline, including attorney's fees, consultant fees and related costs, and/or other litigation expenses, which billings shall occur not less than quarterly;
- (xiv) To utilize, pursuant to a contractual agreement with a Member or Participant, any wWater aAllocations assigned to the Agency;
- (xv) To borrow money and, in evidence of its obligation to repay the borrowing, issue its bonds or notes, all as provided in the Act, and, for the purpose of securing and paying any of its bonds or notes, to pledge, assign or provide for a lien or security interest on (1) any or all revenues derived from the operation of the System, including from contracts for the sale of

water, and investment earnings thereon; (2) proceeds of any particular of its bonds or notes and investment earnings thereon; (3) receipts of the Agency under any interim contracts for a supply of water with any Municipality or other person or any other contracts with any Municipality or other person which provide that such payments may be used for that purpose and investment earnings on any such receipts; (4) any funds or accounts securing payments of the bonds or notes as established by the bond or note resolution, all as and to the extent as provided in the Act and the resolution authorizing the issuance of the bonds or notes. The issuance of bonds or notes by the Agency shall require the approval of all members by duly enacted ordinances approved by each Member's corporate authorities. Notwithstanding anything to the contrary in the Agreement or the Act, the Agency shall not issue any general obligation bonds.

- (xvi) To exercise any or all powers specifically granted to Joint Action Water Agencies by the Act;
- (xvii) To make and execute all contracts, including contracts for insurance, and other instruments necessary or convenient to the exercise of its powers or the accomplishment of the purposes of the Agency; and
- (xviii) To exercise all powers and authority granted to the Agency by law, including, as applicable, Illinois statutes and Members' ordinances as now existing or hereafter amended; and
- (xviii)(xix) To exercise all other powers incident to the purposes and objectives of the Agency and the powers listed above.

(b) The Agency shall have the same privileges with respect to exemption from Illinois Commerce Commission regulation as is accorded the Municipalities. The Agency and its Directors, officers, employees, and agents shall have the same privileges with respect to limitations against and immunity from suit as have the Municipalities and their officers and employees, and shall have the right to acquire insurance and pay costs thereof for liability insurance, including officials and public employee liability insurance. All property, income and receipts of or transactions by the Agency shall be exempt from all taxation, the same as if it were the property, income or receipt of or transactions by the Municipalities.

(c) Members may, for the purposes of, and upon request by, the Agency, exercise the power of eminent domain available to them, convey property so acquired to the Agency for the cost of the acquisition, and be reimbursed for all expenses related to this exercise of eminent domain power on behalf of the Agency, including but not limited to acquisition of the ALWC Common Pipeline. The Board of Directors shall review and approve all bills submitted by a Member pursuant to this subparagraph to assure that the expenses are reasonably required prior to reimbursement.

(d) Pursuant to 65 ILCS 5/11-124-5(b), as amended by P.A. 97-0586, The Agency and the Members shall use their best efforts to acquire the ALWC Common Pipeline. However, in the event that the ALWC Common Pipeline is not acquired, for whatever reason, expenses incurred by any Member on behalf of the Agency with respect thereto shall be reimbursed as a debt due and owing from all the Members, on a pro rata basis, in proportion to each Member's present number of customer wWater eConnections as set forth on Exhibit 1, as now existing or hereafter amended. Member payments, pursuant to this subparagraph, shall be paid within ninety (90) days of receipt of an invoice for reimbursement.

Section 10. **Governance.** The Agency shall be governed and administered as provided in this Section and the By-Laws.

(a) The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, appointed by the Member. Each Director shall be either the Mayor or President, an elected member of the corporate authorities or an appointed officer, such as the Municipal Manager or Director of Public Works~~other elected official of that appointing Municipality.~~ The terms of the first Directors shall begin when they are appointed and shall run until April 30, 2013. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Persons serving as Directors shall serve until their terms expire and thereafter until their respective successors are appointed. Should any Director cease to be an elected member of the corporate authorities or to be an appointed~~other official officer or employee~~ of the appointing Member, that person shall simultaneously cease to be a Director, and that position shall be vacant. Any vacancy in the office of Director, ~~whether because the Director ceases to be an elected official of the appointing Member or otherwise,~~ shall be filled by appointment by the Municipality with respect to which the vacancy exists. Each Director shall have one vote on the Board of Directors.

(b) Any Member may appoint an Alternate Director who may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. Each Alternate Director shall have the same qualifications as required of a Director. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Persons serving as Alternate Directors shall serve until their term expires and thereafter until their respective successors are appointed. Should any Alternate Director cease to be an elected member of the corporate authorities or other official or employee of the appointing Member, that

person shall simultaneously cease to be an Alternate Director and that position shall be vacant. Any vacancy in an office of an Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists.

(c) All appointments of Directors and Alternate Directors shall be by an ordinance of the corporate authorities of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency.

(d) The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall select other persons, who need not be Directors, to the positions of Secretary and Treasurer. The Secretary shall be the keeper of the books and records of the Agency, and the Treasurer shall have charge and custody of and be responsible for all funds and securities of the Agency (other than funds and securities held by a corporate trustee or paying agent with respect to bonds or notes of the Agency). The duties of the officers of the Agency shall be prescribed in further detail in the By-Laws. The terms of office and manner of selection of the officers shall also be prescribed in the By-Laws.

(e) The Board of Directors shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall approve all contracts for the purpose of ~~purchase~~ or sale of water, shall approve water rates, shall adopt any resolutions providing for the issuance of bonds or notes by the Agency (subject to Subparagraph 9((a)(xvixiv)) above, shall adopt its By-Laws, rules and regulations. Further, the Board, and shall exercise such powers of the Agency and perform such duties as may be prescribed in this Agreement or the By-Laws.

(f) The daily operation of the Agency may be conducted under the direction and supervision of an Executive Director, subject to the general policy decisions made by the Board of Directors from time to time. If appointed, the Executive Director shall be responsible for carrying out the policy decisions of the Board of Directors.

Section 11. **Rate Setting.** The Board of Directors of the Agency shall periodically, but not less than annually, set rates for Lake Michigan Wwater delivered to the Members and/or Participants. The Agency water rates shall be sufficient to pay the costs of operation and maintenance, to provide an adequate depreciation fund, and to pay the principal and interest on any outstanding indebtedness of the Agency, including any outstanding debt incurred by any of the Members associated with the acquisition of the Common Pipeline.

Section 12. **Rights and Responsibilities of Members.** The Board of Directors may, by vote of not less than all of the Directors, sell or dispose of any real or tangible personal property owned by the Agency upon a determination by the Board that the property is no longer useful or necessary for the Agency. No property shall be sold or disposed of if to do so would deprive any Member from continued service by or through the Agency, unless the corporate authorities of that Member consent by ordinance. Any proceeds of such sale or disposition shall either be applied to the purposes of the Agency or shall be returned to the Members in their respective proportionate shares of capital contribution to the Agency, as the Board of Directors shall determine.

Section 13. **Common Pipeline Acquisition Costs.** Each Member shall pay its proportionate share of the costs of the acquisition of the ALWC Common Pipeline as provided in this Section.

(a) On or before January 1 of each year, the Member shall determine the number of the Member's customer wWater eConnections (as defined in Section 2(mn)8(f) hereinabove)

~~located within the Member's corporate limits and shall notify the Agency. Upon receipt of the revised w~~Water eConnection figures, Exhibit 1 shall be automatically amended to substitute the new connection figures for the prior connection figures.

(b) Until the Common Pipeline is acquired by the Agency and until all costs and expenses associated therewith have been paid, the Members covenant and agree to pay all Agency expenses, of whatsoever nature, ~~occurring~~ on a proportionate basis. A Member's proportionate share of Agency expenses shall be determined based on the ratio that the number of the Member's ~~customer~~Water eConnections bear to the total number of all Members' ~~customer~~Water eConnections pursuant to Exhibit 1, as now existing or hereafter amended.

(c) After the acquisition of the Common Pipeline by the Agency, any costs or expenses incurred by the Agency shall be included in the Lake Michigan ~~W~~water rate, as set by the Board of Directors of the Agency pursuant to Section 11.

Section 14. Appropriations by Members. To the extent required by a Member's obligations under this Agreement, the Member shall adopt a budget or appropriations ordinance for each fiscal year of such Member, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Agency during such fiscal year. Members shall appropriate their funds and shall use their credit, revenues and other resources, including the power to borrow money, to incur debt and to issue and sell bonds, if necessary, to pay their shares of the costs of the Agency and to service their debt related to the Agency as they individually determine.

Section 15. Suspension of a Member for Delinquent Charges.

(a) The Agency may suspend the membership on the Board of Directors ~~and the Executive Committee~~ of any Member whose capital contributions and payments or charges for operation and maintenance due to the Agency, as determined by the Board of Directors as

provided in this Agreement, have not been paid in full within sixty days after demand by the Agency. A Member under suspension shall have no power to make or second motions or to vote, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the Board of Directors or the Executive Committee. A Member under suspension shall continue during its suspension to be responsible for its share of any unpaid contracts, debts and obligations incurred by the Agency, and such responsibility shall be terminated only upon withdrawal by such Member. Upon payment of all amounts due the Agency under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Directors and the Executive Committee.

(b) The Agency may decline to provide water to any Member or Participant whose charges have not been paid within sixty days after billing by the Agency. The delinquent Member or Participant shall pay the reasonable attorney's' fees, consultant fees, prejudgment interest, expert fees and costs incurred by the Agency with respect to the collection of the delinquent charges. Further, a reasonable penalty liquidated damages charge for late payments may be established and imposed by the ~~Executive Committee~~ Board of Directors.

Section 16. **Limited Liability of Agency.** The Agency shall not be liable for any liability or obligation incurred by any Member except as agreed by the Board of Directors or except pursuant to Paragraph (c) of Section 9.

Section 17. **Water Allocation and Usage.** The allocation of Lake Michigan water by the State Illinois for each Member (the "Water Allocation") may be assigned to the Agency subject to the terms of such ~~w~~Water a~~Allocation~~. The Agency shall monitor the water usage of each Member to ensure compliance with their respective ~~w~~Water a~~Allocations~~. Each Member shall keep on file with the Agency an emergency water usage plan. That plan shall be

implemented whenever declared necessary by the Board of Directors for the good of the Agency and its members. An emergency usage plan will be developed for the Agency by the Executive Committee ~~Director~~ and approved by the Board of Directors. No Member's ~~w~~Water ~~a~~Allocation assigned to the Agency shall be used for any purpose without its consent except for service for that Member. The plan developed by the Agency shall be subject to the consent of the State of Illinois, if required by the terms of the State's ~~w~~Water ~~a~~Allocations for the Members. Upon withdrawal or removal of a Member from the Agency, a ~~w~~Water ~~a~~Allocation assigned to the Agency by that Member will be reassigned to the withdrawing Member by the Agency. Upon dissolution and termination of the Agency, all ~~w~~Water ~~a~~Allocations assigned to the Agency by Members shall be reassigned by the Agency to the respective Members.

Section 18. **By-Laws.** The Board of Directors shall adopt By-Laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Directors ~~and the Executive Committee~~, the adoption of annual budgets and appropriations, and the entering into of contracts and purchase by the Agency. The By-Laws ~~may~~shall be adopted only upon the concurrence of all of the members of the Board of Directors and ~~may~~shall be amended upon the concurrence of all of the members of the Board of Directors ~~only upon such a vote~~. ~~The By-Laws may provide additional requirements and procedures with respect to amendment of the By-Laws.~~

Section 19. **Water Supply.**

(a) Upon the acquisition of the Common Pipeline, and subject to the terms of this Agreement, for a period of forty (40) years, the Agency shall sell either to the Members directly or, if IAWC or an IAWC successor or assignee owns and operates the local water distribution system serving the Member's ~~residents~~customers in the service area, then to IAWC or its successor or assignee, an amount of Lake Michigan water necessary from time to time to serve

the Member's residents'customers' Full Water Requirements. Lake Michigan Wwater hereunder shall be limited to a maximum annual amount equivalent to such then current Water Allocation and to a maximum rate of Lake Michigan Wwater in any one hour equal to 1.7 times such wWater aAllocation divided by 24. Except for Woodridge, Lemont and Romeoville, no Member shall distribute or sell potable water to the Member's customers or to any other person or entity, other than Lake Michigan Wwater provided by the Agency, without an amendment having been made to this Agreement. No Member shall mix Lake Michigan Wwater with well water except in case of an emergency, and all water distributed shall have Lake Michigan as its source.

(b) The Agency shall use its best efforts to furnish Lake Michigan Wwater to the Members as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Michigan Wwater from time to time available to the Agency; (ii) the capacity of the Common Pipeline; and (iii) ordinary transmission loss including standard metering error, between the source of supply and the points of delivery; (iv) the maximum amount of Lake Michigan Wwater available under the Village of Bedford Park Water Supply Contract; or (v) an event which would decrease the amount of Lake Michigan Wwater then being supplied in the future to the Members.

(c) The Agency undertakes to use reasonable care and diligence to provide a constant supply of Lake Michigan Wwater as herein provided for, but reserves the right at any time temporarily to turn off the Lake Michigan Wwater in its mains for emergency and maintenance purposes. The Agency shall give the Members notice not less than forty-eight (48) hours in advance of any such turnoff, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) If it becomes necessary for the Agency to limit its delivery of Lake Michigan Wwater for any reason, each Member shall be entitled to the fullest extent possible to receive

during such period of curtailment its pro rata share of Lake Michigan water available as determined by the ratio of its total Lake Michigan Wwater use during the prior Fiscal Year to the sum of Lake Michigan Wwater use during the prior Fiscal Year of all Members entitled to Lake Michigan Wwater during such period of curtailment. Nothing in this Agreement shall be construed to prohibit each Member from serving its customers in cases of emergency or when the Agency for whatever reason is unable to meet such Full Water Requirements, from any source, including wells owned by such Member and maintained for emergency use.

(e) The Agency further undertakes to provide Lake Michigan Wwater so as to meet the requirements of any federal, state or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Agency shall supply each Member with Lake Michigan Wwater of a quality commensurate with that furnished other Members and meeting state and federal water quality standards. The Agency bears no responsibility for the contamination of Lake Michigan Wwater or deterioration of water quality occurring beyond the points of delivery to the Members.

(f) Each Member that operates its own water distribution system agrees to operate its System from the points of delivery on to the consumer in such a manner as at no time to place the Agency in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Member also agrees to notify the Agency as promptly as possible of all emergency and other conditions that may directly or indirectly affect the quantity or quality of the Lake Michigan Wwater received hereunder.

(g) The Agency shall furnish, install, own, operate, maintain, repair and replace at its expense all necessary metering equipment and devices of a type meeting the standards of the

American Waterworks Association for measuring properly the quantity of Lake Michigan Wwater delivered. Meters shall be calibrated at least annually.

(h) A Member or Participant may, at its option and its own expense, install and operate a check meter to check each meter installed by the Agency, but the measurement of Lake Michigan Wwater for the purpose of this Contract shall be solely by the Agency's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Agency, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Agency with like effects as if such check meter or meters had been furnished and installed by the Agency.

(i) Notwithstanding the foregoing, if the Agency or any Member or Participant at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party, and the Agency shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice of not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), an adjusted registration thereof shall be corrected by agreement of the Agency based upon the best and most recent data available.

Section 20. **Amendment.** This Agreement may be amended by written agreement of all Members, authorized by ordinances adopted by their respective corporate authorities, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon there being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of the amendment to be filed in the office of the Secretary of State of Illinois. Notwithstanding the foregoing, Exhibit 1 shall be amended annually when new customer connection data is provided by the Members pursuant to Section 13.

Section 21. **Enforcement.** The Agency shall have the right to enforce this Agreement, the By-Laws or any agreement among or between the Agency and any one or more Members or Participants, against any Member or Participant and to compel payment of rate fees and charges as provided in this Agreement, the By-Laws or any such other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-Laws or any such other agreement or to compel payment of fees and charges of the Agency, the defaulting Member or Participant shall pay the Agency's reasonable legal fees, expert fees, consulting fees, prejudgment interest, and costs pertaining to said default.

Section 22. **Ordinance Authorizing Agreement.** Prior to executing this Agreement, this Agreement shall be approved by ordinance adopted by the corporate authorities of each Original Member, and each Original Member shall have delivered to each other Original Member a certified copy of such ordinance, which ordinance shall also specifically authorize and direct the execution of this Agreement on behalf of such Original Member.

Section 23. **Effective Date.** This Agreement shall become effective on the date when it is executed by all the villages which are the ~~o~~Original ~~m~~Members.

Section 24. **Filing with Secretary of State.** Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed by the Secretary of the Agency with the Secretary of the State of Illinois.

Section 25. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement by the signatures of their respective officers as reflected on the dates set forth below. This Agreement may be signed in duplicate originals.

VILLAGE OF BOLINGBROOK, ILLINOIS

ATTEST: _____
Mayor

Village Clerk

VILLAGE OF PLAINFIELD, ILLINOIS

ATTEST: _____
Village President

Village Clerk

VILLAGE OF HOMER GLEN, ILLINOIS

ATTEST: _____
Village President

Village Clerk

VILLAGE OF WOODRIDGE, ILLINOIS

ATTEST: _____
Village President

Village Clerk

VILLAGE OF ROMEOVILLE, ILLINOIS

ATTEST: _____
Village President

Village Clerk

VILLAGE OF LEMONT, ILLINOIS

Village President
ATTEST: _____

Village Clerk

EXHIBIT 1

Member Water Connections as of January 1, 2010

<u>COMMUNITY</u>	<u>TAPS</u>	<u>PERCENT</u>
<u>Bolingbrook</u>	<u>23,000</u>	<u>78.7%</u>
<u>Homer Glen</u>	<u>6,000</u>	<u>20.6%</u>
<u>Woodridge</u>	<u>200</u>	<u>0.7%</u>
<u>Romeoville</u>	<u>3</u>	<u>>0.1%</u>
<u>Lemont</u>	<u>17</u>	<u>>0.1%</u>

TOTAL 29,220

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Approval of the Construction Engineering Services Agreement for Federal Participation
McCarthy Road (FAU 1587) Improvements
Section No.: 02-00055-00-WR
Project No.: HPP M-8003(504)
Job No.: C-91-190-05

date: November 11, 2011

BACKGROUND

The Village has applied for and received Federal funds from the Southwest Council of Mayors, for the Construction Engineering work for the pavement widening, resurfacing, intersection channelization, traffic control signals with interconnection and all necessary traffic control and restoration, for McCarthy Road (FAU 1587), west of Derby Road to East of Archer Avenue.

PROS/CONS/ALTERNATIVES

Approval of Construction Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc., is necessary for the work on McCarthy Road (FAU 1587), west of Derby Road to East of Archer Avenue, and will allow the project to proceed in an orderly manner. The project is scheduled for a January 20, 2012 bid, with construction taking place all of 2012. The maximum engineering agreement amount is \$373,358.00, with the maximum Village Share being \$74,672.00. (The estimated cost of construction is \$2,795,676.00.)

RECOMMENDATION

Approval of the Construction Engineering Services Agreement for Federal Participation by the Village Board.

ATTACHMENTS

- Construction Engineering Services Agreement for Federal Participation
- Resolution

VILLAGE BOARD ACTION REQUIRED

Approval of the Construction Engineering Services Agreement for Federal Participation and Resolution.

#05027

RESOLUTION
RESOLUTION APPROVING CONSTRUCTION ENGINEERING SERVICES AGREEMENT
FOR FEDERAL PARTICIPATION
FOR McCARTHY ROAD, WEST OF DERBY ROAD TO EAST OF ARCHER AVENUE

WHEREAS, the Village of Lemont requires Construction Engineering services related to the McCarthy Road (FAu 1587), west of Derby Road to east of Archer Avenue project;

WHEREAS, the Village of Lemont desires to enter into a Construction Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc. and procure seventy percent (70%) Federal Funds for this work, with other matching State funds;

WHEREAS, the Village also has \$800.024.00 in funds available for this construction engineering services and construction work, and desires to appropriate same, with \$800.024.00 being its local share for both construction and construction engineering services; and

WHEREAS, the Village Board has authorized the Village President to sign the Construction Engineering Services Agreement for Federal Participation.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 28th day of November, 2011.

AYES NAYS PASSED ABSENT

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this 28th day of November, 2011


Attest:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Jeff Stein, Village Attorney

Date: November 28, 2011

Local Agency Village of Lemont	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Frank Novotny & Associates, Inc.
County Cook				Address 825 Midway Drive
Section 02-00055-00-WR				City Willowbrook
Project No. HPP-M-8003(504))				State Illinois
Job No. C-91-190-05				Zip Code 60527
Contact Name/Phone/E-mail Address Ben Wehmeier (630) 257-1550 bwehmeier@lemont.il.us				Contact Name/Phone/E-mail Address James L. Cainkar, P.E., P.L.S. (630) 887-8640 jimcainkar@franknovotnyengineering.com

THIS AGREEMENT is made and entered into this 28th day of November, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	<u>McCarthy Road</u>	Route	<u>FAU 1587</u>	Length	<u>0.50 mi</u>	Structure No.	<u>N/A</u>
Termini	<u>West of Derby Rd to East of Archer Ave</u>						

Description: : This project consists of pavement widening, pavement resurfacing, intersection channelization, traffic control signals with interconnection and all of the needed traffic control and restoration within the project limits. .

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - For soils, to obtain samples and perform testing as noted below.
 - For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Frank Novotny & Associates, Inc.	36-2728920	\$308,246.00
Sub-Consultants:	TIN Number	Agreement Amount
Testing Service Corporation	35-0937582	\$8,902.00
Crawford Murphy & Tilly, Inc.	37-0844662	\$56,210.00
	Sub-Consultant Total:	\$65,112.00
	Prime Consultant Total:	\$308,246.00
	Total for all Work:	\$373,358.00

Executed by the LA:

Village of Lemont

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Charlene M. Smollen Clerk

Title: Brian K. Reaves, Mayor

(SEAL)

Executed by the ENGINEER:

Frank Novotny & Associates, Inc.

ATTEST:

By: _____

By: _____

Title: John E. Fitzgerald, Secretary

Title: James L. Cainkar, President

Exhibit A - Construction Engineering

Route: FAU 1587
 Local Agency: Village of Lemont
 (Municipality/Township/County)
 Section: 02-00055-00-WR
 Project: HPP-M-8003(504)
 Job No.: C-91-190-05

Method of Compensation:

- Cost Plus Fixed Fee 1 $14.5\%[DL + R(DL) + OH(DL) + IHDC]$
- Cost Plus Fixed Fee 2 $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$
- Cost Plus Fixed Fee 3 $14.5\%[(2.3 + R)DL + IHDC]$
- Specific Rate
- Lump Sum

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 1.9900 %
 Complexity Factor (R) 0.00
 Calendar Days 360

Post Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED									
SEE EXHIBIT TO									
EXHIBIT 6A									
PAGE									
6A									
Totals									0.00

ROUTE: FAU 1587
SECTION: 02-00055-00-WR
PROJECT: HPP-M-8003(504)
COUNTY: Cook
JOB NO: C-94-190-05
TYPE OF FUNDING: HPP & STU & State
EXISTING STRUCTURE NO.: N/A

EXHIBIT A - CONSTRUCTION ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.

PROJECT: McCarthy Road West of Derby Road and East of Archer Avenue
PHASE: III (Construction)

DATE: 04/19/11

COMPLEXITY FACTOR, R = 0

ITEM NO.	ITEM	NUMBER OF MAN HOURS A	PAYROLL RATE B	PAYROLL AMOUNT C	OVERHEAD AND FRINGE BENEFITS 1.99 D	INHOUSE DIRECT COSTS E	SUBTOTAL F	PROFIT 14.50% G	SERVICES BY OTHERS *A* H	TOTALS I	PERCENT OF GRAND TOTAL J
1	Reconnaissance	20	\$ 53.38	\$ 1,068	\$ 2,125		\$ 3,192	\$ 463		\$ 3,655	0.98
2	Survey & Stake-out	65	\$ 39.33	\$ 2,557	\$ 5,088		\$ 7,644	\$ 1,108	\$ 56,210	\$ 64,962	17.40
3	Inspection	1070	\$ 48.04	\$ 51,407	\$ 102,300		\$ 153,707	\$ 22,288		\$ 175,995	47.14
4	Measurements	190	\$ 30.50	\$ 5,794	\$ 11,531		\$ 17,325	\$ 2,512		\$ 19,837	5.31
5	Documentation	335	\$ 53.36	\$ 17,875	\$ 35,572		\$ 53,447	\$ 7,750		\$ 61,197	16.39
6	Interpret Plan & Specifications	30	\$ 53.36	\$ 1,601	\$ 3,186		\$ 4,786	\$ 694		\$ 5,480	1.47
7	Informal Meeting	20	\$ 53.13	\$ 1,063	\$ 2,115		\$ 3,177	\$ 461		\$ 3,638	0.97
8	Material Testing	70	\$ 51.08	\$ 3,575	\$ 7,115		\$ 10,690	\$ 1,550	\$ 8,902	\$ 21,142	5.66
9	Preparation of Payouts	50	\$ 51.48	\$ 2,574	\$ 5,122		\$ 7,696	\$ 1,116		\$ 8,812	2.36
10	Final Papers & As-Built	55	\$ 45.89	\$ 2,524	\$ 5,022		\$ 7,546	\$ 1,094		\$ 8,640	2.31
TOTALS		1905		\$ 90,037	\$ 179,174	\$ -	\$ 269,210	\$ 39,036	\$ 65,112	\$ 373,358	100.00

DESCRIPTION OF SERVICES: *A*

Testing Service Corporation - QA Testing - See Attached Quotation

CMT - GPS Staking - See Attached Quotation

ROUTE: FAU 1587
 SECTION: 02-00055-00-WR
 PROJECT: HPP-M-8003(504)
 COUNTY: Cook
 JOB NO: C-91-190-05
 TYPE OF FUNDING: HPP & STU & State
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - CONSTRUCTION ENGINEERING
 FRANK NOVOTNY & ASSOCIATES, INC.
 PROJECT: McCarthy Road West of Derby Road and East of Archer Avenue
 PHASE: III (Construction)

Date: 04/19/11

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 1 Reconnaissance		ITEM 2 Survey & Stake-out		ITEM 3 Inspection	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	57.14	90	51.43	30	17.14	40	22.86
PROJECT ENGINEER	57.14		0.00		0.00		0.00
CIVIL ENGINEER I	36.41		0.00	20	7.28		0.00
SENIOR TECHNICIAN	40.06		0.00		0.00		0.00
INSPECTOR	41.98		0.00		0.00	60	25.19
SURVEYING TECHNICIAN	41.98		0.00	30	12.59		0.00
CAD TECHNICIAN	32.16		0.00		0.00		0.00
G.I.S. TECHNICIAN	19.55	10	1.96		0.00		0.00
TECHNICAL ASSISTANT	11.57		0.00	20	2.31		0.00
AVERAGE PAYROLL RATE		100	\$53.38	100	\$39.33	100	\$48.04

ROUTE: FAU 1587
 SECTION: 02-00055-00-WR
 PROJECT: HPP-M-8003(504)
 COUNTY: Cook
 JOB NO: C-91-190-05
 TYPE OF FUNDING: HPP & STU & State
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - CONSTRUCTION ENGINEERING
 FRANK NOVOTNY & ASSOCIATES, INC.
 PROJECT: McCarthy Road West of Derby Road and East of Archer Avenue
 PHASE: III (Construction)

Date: 04/19/11

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Measurements		ITEM 5 Documentation		ITEM 6 Interpret Plan & Specifications	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	57.14		0.00	80	45.71	60	34.28
PROJECT ENGINEER	57.14	10	5.71		0.00	20	11.43
CIVIL ENGINEER I	36.41	15	5.46	10	3.64	10	3.64
SENIOR TECHNICIAN	40.06		0.00	10	4.01	10	4.01
INSPECTOR	41.98	35	14.69		0.00		0.00
SURVEYING TECHNICIAN	41.98		0.00		0.00		0.00
CAD TECHNICIAN	32.16		0.00		0.00		0.00
G.I.S. TECHNICIAN	19.55		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.57	40	4.63		0.00		0.00
AVERAGE PAYROLL RATE		100	\$30.50	100	\$53.36	100	\$53.36

ROUTE: FAU 1587

EXHIBIT A - CONSTRUCTION ENGINEERING

Date: 04/19/11

SECTION: 02-00055-00-WR

FRANK NOVOTNY & ASSOCIATES, INC.

PROJECT: HPP-M-8003(504)

PROJECT: McCarthy Road West of Derby Road and East of Archer Avenue

COUNTY: Cook

PHASE: III (Construction)

JOB NO: C-91-190-05

TYPE OF FUNDING: HPP & STU & State

EXISTING STRUCTURE NO.: N/A

EMPLOYEE CLASSIFICATION	HOURLY SALARY \$	ITEM 7 Informal Meeting		ITEM 8 Material Testing		ITEM 9 Preparation of Payouts	
		% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$	% PARTIC.	WAGE RATE \$
PRINCIPAL	70.00	10	7.00		0.00		0.00
PROJECT MANAGER	57.14	50	28.57	30	17.14	70	40.00
PROJECT ENGINEER	57.14	10	5.71	30	17.14		0.00
CIVIL ENGINEER I	36.41	10	3.64		0.00	20	7.28
SENIOR TECHNICIAN	40.06	10	4.01		0.00		0.00
INSPECTOR	41.98	10	4.20	40	16.79	10	4.20
SURVEYING TECHNICIAN	41.98		0.00		0.00		0.00
CAD TECHNICIAN	32.16		0.00		0.00		0.00
G.I.S. TECHNICIAN	19.55		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.57		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$53.13	100	\$51.08	100	\$51.48

ROUTE: FAU-1587
 SECTION: 02-00055-00-WR
 PROJECT: HPP-M-8003(504)
 COUNTY: Cook
 JOB NO: C-91-190-05
 TYPE OF FUNDING: HPP & STU & State
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - CONSTRUCTION ENGINEERING
 FRANK NOVOTNY & ASSOCIATES, INC.
 PROJECT: McCarthy Road West of Derby Road and East of Archer Avenue
 PHASE: III (Construction)

Date: 04/19/11

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 10		0		0	
		Final Papers & As-Builts		% PARTIC.		% PARTIC.	
		% PARTIC.	WAGE RATE	%	\$	%	\$
PRINCIPAL	70.00		0.00				0.00
PROJECT MANAGER	57.14	60	34.28				0.00
PROJECT ENGINEER	57.14		0.00				0.00
CIVIL ENGINEER I	36.41		0.00				0.00
SENIOR TECHNICIAN	40.06		0.00				0.00
INSPECTOR	41.98		0.00				0.00
SURVEYING TECHNICIAN	41.98		0.00				0.00
CAD TECHNICIAN	32.16	30	9.65				0.00
G.I.S. TECHNICIAN	19.55	10	1.96				0.00
TECHNICAL ASSISTANT	11.57		0.00				0.00
AVERAGE PAYROLL RATE		100	\$45.89	0	\$0.00	0	\$0.00

Exhibit B



**Illinois Department
of Transportation**

Engineering Payment Report

Prime Consultant

Name Frank Novotny & Associates, Inc.
 Address 825 Midway Drive Willowbrook Illinois 60527
 Telephone 630-887-8640
 TIN Number 36-2728920

Project Information

Local Agency Village of Lemont
 Section Number 02-00055-00-WR
 Project Number HPP-M-8003(504)
 Job Number C-91-190-05

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Testing Service Corporation	35-0937582	
Crawford Murphy & Tilly, Inc	37-0844662	
TO BE FILLED OUT AFTER THE PROJECT IS COMPLETE		
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

Signature and title of Prime Consultant - James L. Cainkar, President _____ Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



Frank Novotny & Associates, Inc.

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

Civil Engineers/
Municipal Consultants

APPENDIX "A" AVERAGE HOURLY PAYROLL RATES

Effective Date: January 1, 2011

<u>PAYROLL CLASSIFICATION</u>	<u>PAYROLL RATE RANGE</u>			<u>AVERAGE PAYROLL RATE</u>
PRINCIPAL	70.00	TO	70.00	70.00
PROJECT MANAGER	57.14	TO	57.14	57.14
PROJECT ENGINEER	57.14	TO	57.14	57.14
CIVIL ENGINEER I	36.41	TO	36.41	36.41
SENIOR TECHNICIAN	34.13	TO	46.65	40.06
INSPECTOR	34.13	TO	57.14	41.98
SURVEYING TECHNICIAN	34.13	TO	57.14	41.98
CAD TECHNICIAN	20.97	TO	37.25	32.16
G.I.S. TECHNICIAN	19.55	TO	19.55	19.55
TECHNICAL ASSISTANT	9.50	TO	14.00	11.57

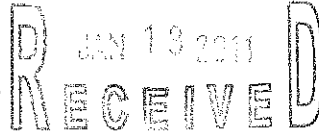
JLc



Frank Novotny & Assoc.

TESTING SERVICE CORPORATION

January 11, 2011



Mr. James L. Cainkar, P.E., P.L.S.
Frank Novotny & Associates Inc.
825 Midway Drive
Willowbrook, Illinois 60527

Local Offices:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

401 N. Riverside Drive, Suite 24, Gurnee, IL 60031-5914
847.249.6040 • Fax 847.249.6042

203 Earl Road, Suite A, Shorewood, IL 60404-9446
815.744.1510 • Fax 815.744.1728

8201 W. 183rd Street, Suite C, Tinley Park, IL 60477-9249
708.429.2080 • Fax 708.429.2144

650 Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

RE: P.N. 46,328
Construction Material Engineering
McCarthy Road Improvements
Section 02-00055-00-WR
Contract 63557 - FAU 1587
Lemont, Illinois

Dear Mr. Cainkar:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Frank Novotny & Associates Inc.

TSC has prepared a Report of Soils Exploration for this project. The Report bears our project number L-73,230.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.

- **Laboratory**

- Perform laboratory compaction curve for each soil type used.
- Determine density and thickness for core samples submitted by contractor.
- Aggregate gradation and soundness analysis.
- Perform compressive and flexural strength tests for concrete cylinders and beams.
- Other tests, as required.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Eight Thousand Nine Hundred and Two Dollars (\$8,902.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Frank Novotny & Associates Inc. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2011.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

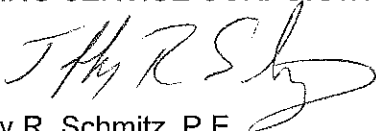
Mr. James L. Cainkar, P.E., P.L.S.
Frank Novotny & Associates Inc.
825 Midway Drive
Willowbrook, Illinois 60527
Tel: (630) 887-8640
Fax: (630) 887-0132
email: jimcainkar@franknovotnyengineering.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION

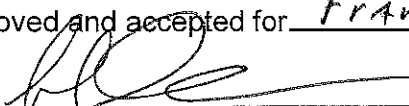


Jeffrey R. Schmitz, P.E.
Civil Engineer

JRS:sa

Enc: General Conditions
Project Data Sheet

Approved and accepted for Frank Novotny & ASSOC by:



(NAME)
President

(TITLE)
Nov 28, 2011

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

- | | | |
|------------------------------------|-----------|-----------|
| A. Material Tester I | Per Hour: | \$ 109.50 |
| B. Material Tester II | Per Hour: | \$ 112.50 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour: | \$ 112.50 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday. Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- | | | |
|--|-----------|----------|
| D. Transportation, Light Vehicle | Per Mile: | \$ 0.60 |
| E. Use of Nuclear Moisture/Density Gauge | Per Day: | \$ 35.00 |
| F. Pickup Concrete Test Samples | Per Trip: | \$ 60.00 |

ITEM II LABORATORY SERVICES

A. Soils

- | | | |
|--|-------|-----------|
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content | | |
| a. Modified (AASHTO T180, ASTM D1557) | Each: | \$ 175.00 |
| b. Standard(AASHTO T99, ASTM D698) | Each: | \$ 165.00 |
| c. Add for Methods B, C, or D | Each: | \$ 15.00 |
| 2. Thin-Walled Tube Samples | | |
| a. Combined Water Content & Dry Unit Weight Determination | Each: | \$ 15.00 |
| b. Unconfined Compressive Strength | Each: | \$ 12.00 |

B. Portland Cement Concrete/Aggregates

- | | | |
|--|-------|----------|
| 1. Concrete Test Cylinders (6"x12") | | |
| a. Compressive Strength | Each: | \$ 16.25 |
| b. Spares/Handling Charge | Each: | \$ 16.25 |
| c. Trim End of Specimen When Necessary | Each: | \$ 20.00 |

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 15.50
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 85.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 170.00
B. Registered Professional Engineer	Per Hour:	\$ 130.00
C. Graduate Civil Engineer	Per Hour:	\$ 110.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2011.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Frank Novotny & Associates Inc. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		165.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		85.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	28.0	109.50	\$ 3,066.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	350	0.60	\$ 210.00
4	Pickup Test Samples	Each	7	60.00	\$ 420.00
5	Concrete Test Cylinders (6"x 12")	Each	28	16.25	\$ 455.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 4,151.00

Estimate Basis: Seven site visits to test and sample concrete placed for foundations, handholes, driveways, sidewalks and combination curb and gutter.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each		90.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	28.0	109.50	\$ 3,066.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	300	0.60	\$ 180.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	7	35.00	\$ 245.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each	21	40.00	\$ 840.00
Sub-Total:					\$ 4,331.00

Estimate Basis: Six site visits to monitor the compaction of HMA mixes for the test strip, Class D patches, binder and surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	2	110.00	\$ 220.00
2	QA Manager	Hour	2	100.00	\$ 200.00
Sub-Total:					\$ 420.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 8,902.00
RECOMMENDED BUDGET: \$ 8,902.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions enforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name:

Project Address:

City / State / Zip:

Project Manager:

Telephone:

Fax:

Site Contact:

Telephone:

Fax:

Send Invoice To:

Purchase Order No:

Attention:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

Important Notes:

.....

.....

.....

.....

Completed By:

Signature:

Name:

Date:

Distribute Reports as Follows:

Name:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

Name:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

Name:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

Name:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Frank Novotny & Associates, Inc., whose address is 825 Midway Drive, Willowbrook, IL, 60527 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Construction layout services and earthwork documentation as described in Exhibit A – Scope of Services dated April 15, 2011.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

That the scope of services shall not exceed \$56,210, per Exhibit B – Cost Estimate of Consultant Services dated April 15, 2011 without authorization from the Client.

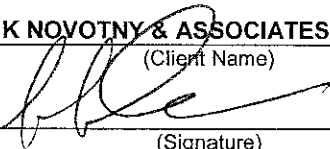
The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 28 day of NOV, 2011.

CLIENT:

FRANK NOVOTNY & ASSOCIATES, INC.

(Client Name)

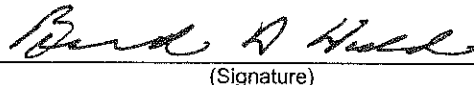


(Signature)

JAMES L. CALKIN, PRESIDENT
(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.



(Signature)

So Vice President
(Name and Title)

CMT Job No. TBD

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments:

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

EXHIBIT A
**Project Scope Description to Provide
Construction Layout and Documentation Services
for
McCarthy Road, Archer Avenue and Derby Road**

April 15, 2011

The following construction layout and earthwork documentation will be provided in coordination with the resident engineer, which is understood to be Frank Novotny & Associates, Inc.

Construction Layout

The following items will be laid out at the direction of the resident engineer. Each location will be set using CMT survey equipment. Hub and lathe will be set and marked for each location including offset stakes with station and grades. Twenty four hour notice will be required prior to layout and it is intended that a half to full days of work will be scheduled.

- A. Base Line Offsets will be set for McCarthy Road and Derby Road to be used by the contractor and resident engineer during construction. Offset to be decided in field with resident engineer
- B. Storm Sewers - Manholes, Inlets, Flared End Sections and Piping: At the direction of the resident engineer each referenced item will be located with the location, offset, rim and invert.
- C. Traffic Signals for McCarthy Road at Derby Road, Derby Road at Archer Avenue and McCarthy Road at Archer Avenue: At the direction of the resident engineer each referenced item will be located with the location, offset and cut grades.
- D. Centerline of Pavement for McCarthy Road and Derby Road: At the direction of the resident engineer each referenced item will be located with the location, offset and cut grades. Three layouts planned for Derby Road.
- E. Curbs at McCarthy Road and Derby Road: At the direction of the resident engineer each referenced item will be located with the location, offset and cut grades. Two layouts planned for Derby Road.
- F. Earth excavation measurements will be taken at Derby Road. The intent is that initial (existing) measurements/ cross-sections will be taken after milling and prior to start of earthwork operations. Measurements will be taken at 50' increments and at significant changes in earthwork cross section. CMT or the resident engineer (as determined by the resident engineer during construction) will measure the subgrade elevation. The initial and subgrade measurements, taken in the original positions, will be used for the earthwork calculations.

All items are proposed to be field located one time, unless otherwise noted. Restaking of previously located items will be an additional cost at the hourly rate.

Earthwork Documentation

CMT will provide cross sections which show the existing and subgrade elevations at 10' horizontal to 5' vertical. A table with the earthwork excavation areas at each location and volumes in cubic yards using the method of average end areas will be provided.

Provided by Others

Electronic base files will be provided to CMT.
Staking materials.

"Exhibit B"

Date: April 15, 2011

Route: McCarthy/Deby Road at Archer Avenue
 Local Agency: Village of Lemont

*Firm's approved rates on file with DOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 164.38%
 Complexity Factor @ 0.00
 Calendar Days 100

Method of Compensation:
 14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
A Base Line Offsets	56.0	\$29.02	\$1,683.06	\$2,766.62	\$0.00	\$380.00	\$700.30	\$5,529.99	9.84%
B Storm Sewers - Manholes, Inlets &	132.0	\$28.87	\$3,811.47	\$6,265.30	\$0.00	\$880.00	\$1,588.73	\$12,545.50	22.32%
C Traffic Signals	58.0	\$29.19	\$1,693.07	\$2,783.07	\$0.00	\$380.00	\$704.14	\$5,560.27	9.89%
D Centerline of Pavement	72.0	\$28.65	\$2,062.61	\$3,390.52	\$0.00	\$625.00	\$881.33	\$6,959.45	12.38%
E Curbs	164.0	\$28.66	\$4,699.50	\$7,725.04	\$0.00	\$1,255.00	\$1,983.53	\$15,663.07	27.87%
F Earth Excavation	107.0	\$28.96	\$3,098.37	\$5,093.10	\$0.00	\$500.00	\$1,260.26	\$9,951.74	17.70%
G	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
H	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
I	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
J	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
K	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
L	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
M	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
N	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Totals	581.0	\$28.85	\$17,048.08	\$28,023.64	\$0.00	\$4,020.00	\$7,116.30	\$56,210.03	100.00%

Construction Staking for McCarthy/ Derby Road at Archer Avenue
 Novotny & Assoc. / Village of Lemont
Man Hour Estimate for Consulting Services (Total Project)
 Crawford, Murphy, and Tilly, Inc.

Summary of Man Hours

Item	CMT Total Hours
Phase I Tasks	
A Base Line Offsets	58.0
B Storm Sewers - Manholes, Inlets & Piping	132.0
C Traffic Signals	58.0
D Centerline of Pavement	72.0
E Curbs	164.0
F Earth Excavation	107.0
G	0.0
H	0.0
I	0.0
J	0.0
K	0.0
L	0.0
M	0.0
N	0.0
Total Project Hours:	591.0

Item	Hours	Sub - total
A Base Line Offsets		
A-1 Office Coordination & Planning	10	
A-2 Field Layout - McCarthy Road	32	
A-3 Field Layout - Derby Road	16	
Sub - total		58
B Storm Sewers - Manholes, Inlets & Piping		
B-1 Office Coordination & Planning	20	
B-2 Field Layout	112	
Sub - total		132
C Traffic Signals		
C-1 Office Coordination & Planning	10	
C-2 Field Layout - McCarthy Road / Derby	16	
C-3 Field Layout - Derby Road / Archer	16	
C-4 Field Layout McCarthy / Archer	16	
Sub - total		58
D Centerline of Pavement		
D-1 Office Coordination & Planning	8	
D-2 Field Layout - McCarthy Road	24	
D-3 Field Layout - Derby Road	40	
Sub - total		72
E Curbs		
E-1 Office Coordination & Planning	20	
E-2 Field Layout - McCarthy Road	64	
E-3 Field Layout - Derby Road	80	
Sub - total		164
F Earth Excavation		
F-1 Office Coordination & Planning	43	
F-2 Derby Road	64	
Sub - total		107

Construction Staking for McCarthy/ Derby Road at Archer Avenue
Novotny & Assoc. / Village of Lemont

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

A	Base Line Offsets		
1	Travel: 3 trips x 50 miles x \$.51/mile	\$80.00	
2	Equipment	\$300.00	
	Sub - total		\$380.00
B	Storm Sewers - Manholes, Inlets & Piping		
1	Travel: 7 trips x 50 miles x \$.51/mile	\$180.00	
2	Equipment	\$700.00	
	Sub - total		\$880.00
C	Traffic Signals		
1	Travel: 3 trips x 50 miles x \$.51/mile	\$80.00	
2	Equipment	\$300.00	
	Sub - total		\$380.00
D	Centerline of Pavement		
1	Travel: 5 trips x 50 miles x \$.51/mile	\$125.00	
2	Equipment	\$500.00	
	Sub - total		\$625.00
E	Curbs		
1	Travel: 10 trips x 50 miles x \$.51/mile	\$255.00	
2	Equipment	\$1,000.00	
	Sub - total		\$1,255.00
F	Earth Excavation		
1	Travel: 4 trips x 50 miles x \$.51/mile	\$100.00	
2	Equipment	\$400.00	
	Sub - total		\$500.00
		TOTAL	\$4,020.00

AVERAGE HOURLY PROJECT RATES

FORM Crawford, Murphy & Tilly, Inc.
NO N/A
TIME/SUPPLEMENT _____

DATE 04/06/11

SHEET 1 OF 2

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Base Line Offsets			Storm Sewers - Manholes, Inlet			Traffic Signals			Centerline of Pavement			Curbs		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	0																	
Senior Project Engineer	0																	
Project Engineer	12	2.03%	0.84	2	3.45%	1.43	2	1.52%	0.63	2	3.45%	1.43	2	2.76%	1.15	2	1.22%	0.51
Senior Engineer	0																	
Senior Technical Manager	0																	
Engineer	20	3.36%	0.93															
Planner	0																	
Professional Land Surveyor	267	45.18%	16.82	26	44.83%	16.69	64	48.48%	18.05	28	48.28%	17.98	34	47.22%	17.58	80	48.78%	18.16
Senior Technician	52	8.80%	2.84	6	10.34%	3.33	10	7.58%	2.44	4	6.90%	2.22	4	5.56%	1.79	10	6.10%	1.97
Technician	0																	
Technical Assistant	240	40.61%	7.42	24	41.38%	7.56	56	42.42%	7.75	24	41.38%	7.56	32	44.44%	8.12	72	43.90%	8.02
Clerical	0																	
TOTALS	591	100%	\$28.85	58	100.00%	\$29.02	132	100%	\$28.87	58	100%	\$29.19	72	100%	\$28.65	164	100%	\$28.66

Construction Staking for McCarthy/ Derby Road at Archer Avenue
 Novofny & Assoc. / Village of Lemont

Development of Project Hourly Rates (IDOT Method)

Crawford, Murphy, and Tilly, Inc.

Item	2011 Actual Rate	2012 Projected @ 3.0% Increase	2013 Projected @ 3.0% Increase	2014 Projected @ 3.0% Increase	2015 Projected @ 3.0% Increase	2016 Projected @ 3.0% Increase	
Average Hourly Rate as a Percent of 2011 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%	
Estimated Months of Contract in Given Year	5	2	0	0	0	0	
% of Project Duration	71.43%	28.57%	0.00%	0.00%	0.00%	0.00%	
Extension	0.714	0.294	0.000	0.000	0.000	0.000	
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are Given on January 1 of Each Year						1.0086

Project Duration: July 2011 to Spring 2012= 7 months



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

November 28, 2011

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

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

Building Department

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

**Planning & Economic
Development**

phone (630) 257-1595
fax (630) 257-1598

Engineering Department

phone (630) 257-2532
fax (630) 257-3068

Finance Department

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

Police Department

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

Public Works

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

www.lemont.il.us

Ms. Diane M. O'Keefe, P.E.
Deputy Director of Highways
Region One Engineer
Illinois Department of Transportation
Division of Highways/District 1
201 West Center Court
Schaumburg, IL 60196

Re: **McCarthy Road Improvements**
Section No.: 02-00055-00-WR
Project No.: HPP M-8003(504)
Job No.: C-91-190-05

Dear Ms. O'Keefe:

Please be advised that the Village of Lemont has selected Frank Novotny & Associates, Inc. to perform engineering services for the above-captioned improvement. Their office has performed engineering services on various portions of this project, and is very familiar with all of the aspects dealing with the construction. We have the utmost confidence in their ability to perform the construction engineering and, therefore, propose to engage their services for this task.

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

Sincerely,

VILLAGE OF LEMONT

Ben Wehmeier, Administrator

BW/dan

cc: Mr. James L. Cainkar, Frank Novotny & Associates, Inc.
Mr. Ralph Pukula, Director of Public Works
File No. 05027

05027 IDOT Ltr re selection of Engineer 112811.doc

**McCarthy Road Improvements
Section 02-00055-00-WR
Project HPP M-800(504)
Job C-91-190-05**

SCHEDULE

JANUARY 20, 2012	IDOT LETTING
MARCH 11, 2012	PRECONSTRUCTION MEETING
April 15, 2012	BEGIN CONSTRUCTION
NOVEMBER 15, 2012	CONSTRUCTION COMPLETE

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Approval of the Local Agency Agreement for Federal Participation
McCarthy Road (FAU 1587) Improvements
Section No.: 02-00055-00-WR
Project No.: HPP M-8003(504)
Job No.: C-91-190-05

date: November 21, 2011

BACKGROUND

The Village has applied for and received Federal funds from the Southwest Council of Mayors, for construction and engineering work for the pavement widening, resurfacing, intersection channelization, traffic control signals with interconnection, and all necessary traffic control and restoration, for McCarthy Road (FAU 1587), west of Derby Road to East of Archer Avenue. This work also includes the complete reconstruction of Derby Road, from Archer Avenue to McCarthy Road.

PROS/CONS/ALTERNATIVES

Approval of the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) is necessary for this work on McCarthy Road (FAU 1587) and Derby Road proceed in an orderly manner. The project is scheduled for a January 20, 2012 bid, with construction taking place all of 2012.

RECOMMENDATION

Approval of the Local Agency Agreement for Federal Participation by the Village Board.

ATTACHMENTS

- Local Agency Agreement for Federal Participation
- Resolution

VILLAGE BOARD ACTION REQUIRED

Approval of the Local Agency Agreement for Federal Participation and Resolution.

#05027

RESOLUTION
RESOLUTION APPROVING LOCAL AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION
FOR McCARTHY ROAD, WEST OF DERBY ROAD TO EAST OF ARCHER AVENUE

WHEREAS, the Village of Lemont requires Construction Engineering services related to the McCarthy Road (FAU 1587), west of Derby Road to east of Archer Avenue project;

WHEREAS, the Village of Lemont desires to enter into a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT), and procure \$2,041,350.00 in Federal Funds for this work, with \$327,660.00 in matching State funds;

WHEREAS, the Village also has \$800,024.00 in funds available for this construction engineering services and construction work, and desires to appropriate same, with \$800.024.00 being its local share for both construction and construction engineering services; and

WHEREAS, the Village Board has authorized the Village President to sign the Local Agency Agreement for Federal Participation.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 28th day of November, 2011.

AYES NAYS PASSED ABSENT

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this **28th** day of **November, 2011**

A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Jeff Stein, Village Attorney

Date: November 28, 2011



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Village of Lemont	State Contract X	Day Labor	Local Contract	RR Force Account
Section 02-00055-00-WR	Fund Type HPP/STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-190-05	HPP-M-8003(504)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name McCarthy Road Route FAU 1587 Length 0.50 Miles

Termini West of Derby Road to East of Archer Avenue (IL Route 171)

Current Jurisdiction McCarthy Road and Archer Avenue - STATE Derby Road - LA Existing Structure No N/A

Project Description

Installation of three permanent traffic signals, pavement widening, reconstruction and resurfacing.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction)))	
Participating Construction	()	()	()	
Preliminary Engineering	()	()	()	
Construction Engineering	()	()	()	
Right of Way	()	()	()	
Railroads	()	()	()	
Utilities	()	()	()	
Materials							
TOTAL	\$ _____		\$ _____		\$ _____		\$ _____

See attached Division of Costs Addendum

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 Division of Cost Number 3 Changes in Agreement Provisions

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Brian K. Reaves

Name of Official (Print or Type Name)

Village President

(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005968 conducting business as a Governmental
Entity.

DUNS Number 007345142

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Acting Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

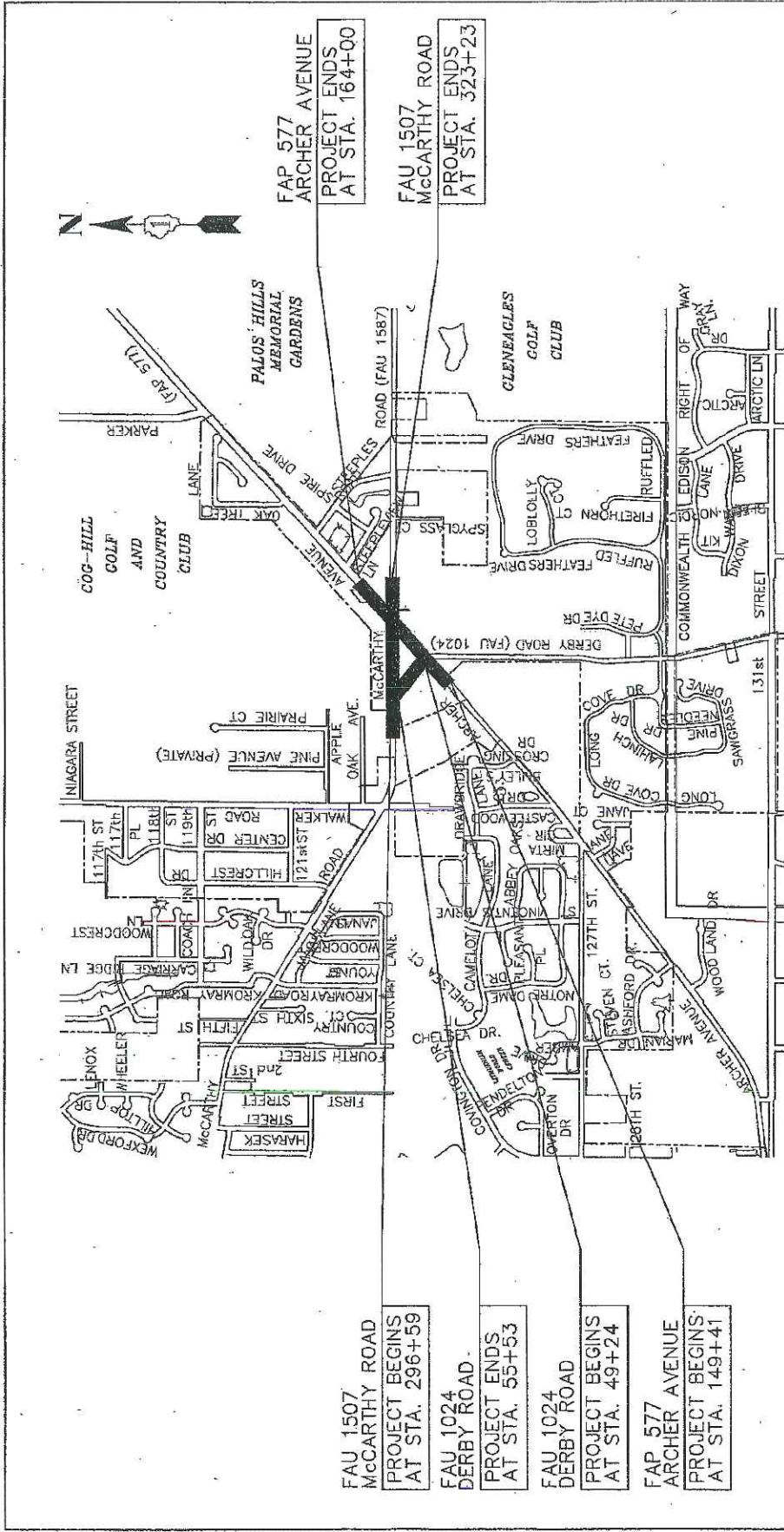
William R. Frey, Interim Director of Highways

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date



FAP 577
ARCHER AVENUE
PROJECT ENDS
AT STA. 164+00

FAU 1507
McCARTHY ROAD
PROJECT ENDS
AT STA. 323+23

FAU 1507
McCARTHY ROAD
PROJECT BEGINS
AT STA. 296+59

FAU 1024
DERBY ROAD
PROJECT ENDS
AT STA. 55+53

FAU 1024
DERBY ROAD
PROJECT BEGINS
AT STA. 49+24

FAP 577
ARCHER AVENUE
PROJECT BEGINS
AT STA. 149+41

LENGTH OF PROJECT:

ARCHER AVENUE = 1,459 FEET
 MCCARTHY ROAD = 2,664 FEET
 DERBY ROAD = 629 FEET
 = 4,752 FEET (0.90 MILES)

■ DENOTES LOCATION OF IMPROVEMENT

PROJECT LOCATION MAP
 N.T.S.

MCCARTHY ROAD -
 CHANNELIZATION &
 TRAFFIC SIGNAL INSTALLATION
 DATE: 10/31/11

ADDENDUM #1

DIVISION OF COST - ADDENDUM 2

Local Agency Lemont
 Section: 02-00055-00-WR
 Job Number: C-91-190-05

Type of Work	Division of Cost										Total
	HPP	%	STU	%	STATE	%	LA	%			
Participating Construction	\$280,000.00	(1/)	\$1,500,000.00	(2/)	\$290,324.00	(3/)	\$725,352.00	(4/)			\$2,795,676.00
Non-Participating Construction											
Preliminary Engineering											
Construction Engineering			\$261,350.00	(2/)	\$37,336.00	(3/)	\$74,672.00	(4/)			\$373,358.00
Right of Way											
Railroads											
Utilities											
TOTAL	\$280,000.00		\$1,761,350.00		\$327,660.00		\$800,024.00				\$3,169,034.00

- 1/ Maximum FHWA (HPP) participation 80% not to exceed \$280,000 to be used first.
- 2/ Maximum FHWA (STU) participation 70% not to exceed \$1,761,350 to be used second.
- 3/ Maximum STATE participation not to exceed \$327,660 to be used third and as a match to the federal funds.
- 4/ Any remaining balance shall be the responsibility of the Local Agency.

ADDENDUM #3

An addendum to the Local Agency Agreement
Village of Lemont

FAU 1587 / McCarthy Road: West of Derby Road to East of Archer Avenue (IL 171)

Section No.: 02-00055-00-WR

Project No.: HPP-M-8003(504)

Job No.: C-91-190-05

Cook County

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

6. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
7. Upon acceptance of the traffic signals and roadway lighting installation by the STATE the financial responsibility for maintenance and electrical energy for the operation of the new traffic signals and roadway lighting at the intersection of US 20 at Randall/Foothill shall be as follows:

	<u>Maintenance</u>	<u>Electrical Energy</u>
IL 171 at McCarthy Road	100% State	100% State
IL 171 at Derby Road	50% State 50 % LA	50% State 50 % LA
McCarthy Road at Derby Road	66 $\frac{2}{3}$ % State 33 $\frac{1}{3}$ % LA	66 $\frac{2}{3}$ % State 33 $\frac{1}{3}$ % LA

and shall continue as a part of the Master Agreement executed on July 1, 2010 between the LA and the STATE.

9. The actual maintenance of traffic signals will be performed by the STATE with its own forces or through ongoing contractual agreement.
10. The financial responsibility for the maintenance of the "Vehicle Preemption" equipment at the signalized intersections above shall be borne by the LA.
11. The STATE retains the right to control the sequence and timing of the traffic signals
12. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal work included herein, which requires modernization or reconstruction to said traffic signals then the LA agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment, and proportionate costs of the traffic signals in conjunction with the STATE's proposed improvement.

All provisions, conditions, restrictions and requirements of this Agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

**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: IGA - GMAT

date: Nov 14, 2011

BACKGROUND/HISTORY

The Village of Lemont has been approached to be the lead agency for GMAT, a regional auto task force. The responsibility of the Village as the lead agency will primarily be administrative, with oversight for fiscal items. The Village will be made whole for work related to this project. In addition, there may opportunities to utilize equipment in lieu of Village purchasing to assist in the police efforts locally. Finally, the task force is available to assist Lemont as needed.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Draft IGA

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH GREATER METROPOLITAN AUTO THEFT TASK FORCE (GMAT)

WHEREAS, the Village of Lemont seeks to enter into an intergovernmental Agreement with the Greater Metropolitan Auto Theft Task Force (GMAT) for assistance in the enforcement of the law and protect its citizens from illegal activity including motor vehicle theft; and

WHEREAS, by entering into this agreement, the Village recognizes that the most effective means to accomplish these goals is to coordinate law enforcement efforts across jurisdictional boundaries to jointly combat these crimes;

NOW, THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont that the Village President is authorized to execute the Agreement with the Greater Metropolitan Auto Theft Task Force (GMAT), attached hereto as exhibit A.

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 PASSED ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

Greater Metropolitan Auto Theft Task Force (GMAT)
Intergovernmental Agreement

This agreement is entered into by the State of Illinois, Illinois State Police, (“State Police”); and the Lemont Police Department on behalf of the Village of Lemont, (“Village”); and Hoffman Estates, Round Lake Park, Western Springs, Warrenville, Elk Grove Village, and DuPage County, (“Participating Municipalities”) to establish the “Greater Metropolitan Auto Theft (GMAT) Task Force”.

Recitals

WHEREAS, the Illinois State Police, Lemont Police Department on behalf of the Village of Lemont, and the Participating Municipalities (“Parties”) have the duty to enforce the law and protect their citizens from illegal activity including motor vehicle theft; and

WHEREAS, the Parties recognize that the most effective means to accomplish this is to coordinate law enforcement efforts across jurisdictional boundaries and to jointly exercise their authority; and

WHEREAS, Chapter 20, par. 4005/1 et seq. of the Illinois Compiled Statutes (1992) established the Illinois Motor Vehicle Theft Prevention Council (“Council”) to improve and support motor vehicle theft law enforcement, prosecution and administration of motor vehicle theft laws, and said council awards Trust Funds pursuant to the Act and enters into agreements with state agencies and units of local government entitled to use such funds to support motor vehicle theft law enforcement efforts; and

WHEREAS, the Council and the Lemont Police Department on behalf of the Village of Lemont have entered into an agreement for an award of such funds to implement the Greater Metropolitan Auto Theft (GMAT) Task Force; and

WHEREAS, that agreement between the Council and the Village requires that the state agencies and units of government participating in this multi-jurisdictional task force enter into an intergovernmental agreement; and

WHEREAS, the Parties have the authority pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, Ch. 5, par. 220/1 et seq. (ILCS, 1992) to enter into such an agreement.

NOW THEREFORE BE IT AGREED by and between the Parties as follows:

Section 1. Incorporation of Recitals

The Recitals set forth above are incorporated by reference into this agreement as if fully set forth here.

Section 2. Purpose

The purpose of this Agreement is to create a multi-jurisdictional authority, to be known as the “Greater Metropolitan Auto Theft Task Force,” (hereinafter “GMAT”), which will direct its efforts to:

- A. Conduct covert and overt investigations of vehicle theft operations in cooperation with local police departments and other auto theft task force units on a priority basis.
- B. Development and dissemination of intelligence data regarding vehicle theft and insurance fraud.
- C. Investigate insurance and title fraud and provide assistance to other law enforcement agencies, insurance companies, and related organizations in a coordinated effort to identify and arrest offenders involved in such activity; and
- D. Promote the vigorous, consistent, and effective prosecution of vehicle theft crimes by providing specially trained investigators and an Assistant State’s Attorney to advise and prosecute developed cases.

Section 3. Organization

A. Policy Board

The Parties agree that effective use of their personnel in the enforcement of motor vehicle theft laws requires that a Policy Board shall be established for the Task Force. The activities of GMAT shall be overseen by a Policy Board consisting of at least one designated official from each of the participating agencies who are parties to this Agreement.

The Policy Board may add one member from a DuPage County law enforcement agency and one member from a federal law enforcement agency that currently does not contribute personnel to GMAT.

The Policy Board shall supervise and oversee the operations of GMAT and make reports to the Motor Vehicle Theft Prevention Council as required. The Policy Board shall ensure that the operations of GMAT are limited exclusively to the enforcement of motor vehicle theft laws of this state, sister states, or the United States. The Policy Board shall also have the responsibility for directing the operation of GMAT including:

1. Approve a budget prepared by the Project Director in charge of the day-to-day operations;
2. Establish project goals and objectives, and set investigative priorities and targets;
3. Establish rules and guidelines for operations by supervisors and staff;

4. Receive and cause to be investigated complaints of misconduct by any member of the staff of the project;
5. Recommend the appointment or dismissal of the Project Director and members of GMAT;
6. Meet at least quarterly and maintain minutes of those meetings which include votes of the Policy Board on all decisions; and
7. Approve reports submitted to the Motor Vehicle Theft Prevention Council.

B. Fiscal Officer

The Fiscal Officer shall be the Village of Lemont Treasurer, who shall receive and disburse Trust Funds from the Illinois Motor Vehicle Theft Prevention Council for the operation of GMAT.

C. Project Director

The State Police shall designate an Illinois State Police Officer as Project Director who shall be assigned to supervise the personnel in GMAT in order to carry out its purposes and the policies and directives of the Policy Board.

The Project Director:

1. Is responsible for daily operations of GMAT and overall direction and supervision of the assigned work force;
2. Will devise, implement, arrange, and administer training for personnel assigned to his/her supervision;
3. Will review, analyze, document, and approve use of Official Advanced Funds in accordance with Policy Board directives, if any, and otherwise by Illinois State Police reporting practices and directives where no Policy Board directive is applicable.
4. Is responsible for overtime approval; and
5. Is responsible for apprising the Policy Board of GMAT operations and for providing required activity reports.

D. Task Force Officers:

1. The Policy Board shall appoint the officers of GMAT. An officer shall serve a twelve (12) month minimum tour of duty as a GMAT officer and may be reappointed to successive tours of duty at the discretion of the Policy Board. Any contributing agency has the option, at any time during an officer's tour of

duty and with a 30 day notice to the Project Director, to terminate an appointment to GMAT and reassign the officer.

2. GMAT officers will be full-time police officers from the Illinois State Police and the participating municipalities or public agencies. Such officers shall, prior to appointment, have completed the appropriate training as required by law and may not be subject to any current or pending disciplinary action. They must also pass an Illinois State Police background check.
3. GMAT officers will adhere to all laws of the State of Illinois and the United States of America.
4. GMAT officers will maintain compliance with their respective agency's policies and procedures as well as the policies and procedures of the Illinois State Police. In the event of conflict, the most rigid standard will apply.
5. GMAT officers will request annual leave (vacation) through the GMAT Project Director who shall grant or deny the request based upon operational needs.
6. Notwithstanding any provision herein to the contrary, in the case of any of the cities, no procedure will abrogate the rules and regulations of the appropriate Board of Fire and Police Commissioners or the authority of the appropriate Chief of Police relative to the officer assigned to GMAT.

Section 4. Other Operational Considerations

A. Report Writing:

The Illinois State Police reporting system shall be generally utilized to document the enforcement activities and operations undertaken by GMAT or other system as approved by the Policy Board.

B. Confidential Sources:

The Illinois State Police Confidential Source (CS) policy shall be followed. CS policy includes, but is not limited to, preparation of reports identifying the CS, a record of his/her motivation, fictitious names, true signature, photos, fingerprints, and other data which will serve to protect both the CS and his/her Control Officer(s). The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipts) and debriefing procedures. It is further understood that all file informants developed by GMAT "belong" to GMAT and are not the sole providence of one (1) officer.

C. Official Advanced Funds:

GMAT Policy Board directives and/or Illinois State Police directives concerning utilization of Official Advanced Funds shall be followed.

Section 5. Misconduct

A. Misconduct by officers of GMAT shall include the following:

1. Commission of a criminal offense;
2. Neglect of duties;
3. Violation of GMAT policies and/or rules of procedure; and/or
4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.

B. Upon receipt of a complaint from a law enforcement agency, state's attorney's office, or any other credible source alleging misconduct by a GMAT officer, the following procedures will be initiated:

1. If the complaint is of a minor nature, the inquiry may be conducted by the GMAT Project Director or respective agency head;
2. If the complaint is of a major or criminal nature, the GMAT Project Director will notify the Illinois State Police through the chain of command and the chief executive of the officer's parent agency;
3. If the complaint is of a criminal nature, the GMAT Project Director and the agency head may request a criminal investigation be conducted;
4. If the complaint is verified, the chief executive of the parent agency will implement disciplinary action as deemed necessary. In addition, if a criminal complaint is verified, the information will be forwarded to the appropriate prosecutor;
5. No authority shall abrogate the authority of the appropriate agency head or appropriate board or commission that oversees agency conduct.

Section 6. Obligations of Parties

Each participating agency and unit of local government shall contribute personnel and equipment to GMAT as set forth below. Personnel appointed to GMAT shall continue to be the employee of the Party who has appointed the employee to GMAT and the employee shall be compensated

by the Party in accordance with its regular procedures and subject to the Party's rules and regulations, as well as those established by the Policy Board of GMAT.

Each Party shall retain disciplinary authority and jurisdiction over its employees assigned to GMAT.

A. State of Illinois, Illinois State Police

1. Illinois State Police shall provide the services of a sworn law enforcement officer as Project Director.
2. The Illinois State Police shall, from the sworn personnel provided in paragraphs B and C below, appoint GMAT officers as "Inspectors" pursuant to its authority in Illinois Compiled Statutes, Ch. 20, par. 2620/4, who shall be considered employees of the State while engaged in GMAT activities.
3. The State of Illinois, pursuant to Ch. 20 ILCS 405/405-105, and Ch. 5 ILCS 350/1, et seq., shall represent and indemnify all GMAT officers as are required to be appointed as "inspectors" and, in any case, such GMAT officers shall be acknowledged to be providing, for the purpose of this section, services as employees of the State for their acts and omissions while engaged in the performance of GMAT activities. To the extent that any liability exceeds this indemnification, the Village of Lemont and the participating agencies, but only with regard to the employee which each unit of government assigned to GMAT, shall be liable for the errors, acts, or omissions of their assigned officer to the extent required by law. The obligation of the State of Illinois to indemnify shall be in full force and effect even if the State should fail to properly appoint GMAT officers as "Inspectors" and shall function as an intergovernmental contractual obligation.
4. Upon termination of a sworn officer's affiliations with GMAT or upon dissolution of GMAT, any credentials, equipment, and components supplied by the State Police or GMAT to any GMAT officer must be surrendered to the State Police or GMAT.

B. The County of DuPage

The DuPage County Sheriff shall provide the services of two sworn law enforcement officers to GMAT. The DuPage County State's Attorney's office shall assign one Assistant State's Attorney to GMAT.

The County will further accept liability for its employees to the extent required by the Illinois Worker's Compensation Act (Illinois Compiled Statutes, 1992, Ch. 820, par. 305 (et seq.) and the Public Employee Disability Act (ILCS, 1992, Ch. 5, par. 345/1) for personal injuries to its employees while engaged in GMAT activities.

C. Participating Municipality

The Participating Municipality shall provide the services of one sworn law enforcement officer to GMAT. The Participating Municipality will accept liability for its employee to the extent required by the Illinois Worker's Compensation Act (ILCS, 1992, Ch. 820, par. 305/1 et seq.) and the Public Employee Disability Act (ILCS, 1992, Ch 5, par. 345/1) for personal injuries to its employee while engaged in GMAT activities.

Section 7. Payment

The Parties agree that personnel appointed to GMAT will remain employees of their respective units of government for payroll purposes. The Parties will supply necessary equipment items, excluding vehicles, and will compensate their officer(s) for personal services in support of GMAT operations, including costs for wages, overtime, injury, death, and/or retirement benefits and insurance.

Pursuant to the agreement between the Illinois Motor Vehicle Theft Prevention Council and the Village of Lemont, each Party's costs for personnel, their equipment, and benefits related to its participation in GAMT will be reimbursed to the extent and in the amount indicated on Exhibit A attached from Illinois Motor Vehicle Theft Trust Fund. The Village of Lemont shall make such disbursement to participating agencies on a quarterly basis, pursuant to the submission of acceptable documentation except that in the event the Trust Funds are not received by the Village of Lemont for any reason the Village shall have no obligation to reimburse any such costs to any participating agency.

Section 8. Vehicles

- A. Vehicles will be provided to GMAT personnel by the insurance industry pursuant to the terms and conditions of a contractual agreement executed between the individual company and the Village of Lemont.
- B. The Illinois Motor Vehicle Theft Prevention Council may elect to allow GMAT to lease vehicles. The Village of Lemont will provide and/or assure vehicle insurance coverage as required by the individual contractual agreements or by law for the respective vehicles that have been leased. This coverage will meet or exceed statutory minimums.

Section 9. Fiscal Year

The GMAT fiscal year shall commence January 1 and terminate December 31 of each year.

Section 10. Use of Award Agreement Funds/Project Income

The Parties expressly agree that all trust funds provided to the grantee shall be used for the operations of GMAT in effecting the purposes of this agreement. The Parties also expressly

agree that any fines, restitution, reimbursement, service and/or administrative fees, interest on trust funds, or other monies or income earned, donated, granted, or awarded to GMAT shall be deposited into the GMAT Project Income Account and shall be expended for such purposes as are allowed by the Award Agreement.

Section 11. Nondiscrimination

Equal Employment Opportunity

The undersigned participating agencies are Equal Opportunity Employers and agree to subscribe to and comply with any and all laws, rules, and regulations pertaining to Equal Opportunity and Anti-Discrimination in Employment, and further agree to abide by the rules and regulations of the equal Employment Opportunity Commission (EEOC) and the Illinois Department of Human Rights and federal and Illinois laws applicable thereto.

Section 12. Amendment

This agreement may be amended at any time by written approval of all of participants named herein.

Any subsequent changes or amendments to this agreement are binding upon all participants named herein.

Section 13. Cancellation

This agreement may be cancelled at anytime by written agreement of a majority of all Parties herein named subject to any conditions on the reversion of funds or equipment provided by Illinois Motor Vehicle Theft Trust Funds as set forth in the Agreement between the Illinois Motor Vehicle Theft Prevention Council and the Village of Lemont. Any Participating Municipality may withdraw from and terminate its obligations under the Agreement upon a 30 day prior written notice to the GMAT Project Director.

Section 14. Effective Date

This agreement shall become effective when subscribed to by two or more participating units of local or county government and the State of Illinois and shall be in full force and effect upon the passage and approval in accordance with law.

Date: _____
Hiram Grau, Director, Illinois State Police

Date: _____
Chairman, Kane County Board

Date: _____
Mayor, Village of Hoffman Estates

Date: _____
State's Attorney, Kane County

Date: _____
State's Attorney DuPage County

Date: _____
Mayor, Village of Round Lake Park

Date: _____
Mayor, Village of Western Springs

Date: _____
Mayor, Village of Elk Grove Village

Date: _____
Mayor, Village of Warrenville

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: Resolution Approving Master Electricity Sales Agreement with Exelon Energy Company (Street Light Accounts)

date: November 22, 2011

BACKGROUND/HISTORY

The Village's street light accounts are currently with ComEd, as set up during time of installation. The Village has been presented with an opportunity to seek an alternative supplier of the energy for these accounts. Third party providers are often able to provide for better electricity rates.

Back in 2007 the Village first began to utilize a third party supplier of energy for its wells and pumping stations. In 2009, the parking garage was converted over from ComEd to third party as well. The only accounts the Village still has with ComEd, are the accounts associated with the streetlights in the Village. In the past, because of the size of the accounts, the streetlight accounts were unable to be bundled to a point where they were eligible for a third party supplier. The Village has been notified that these accounts are eligible now, and it would be advantageous to convert over at this time.

The attached spreadsheet shows the Village's 10 street light accounts under ComEd. As with the Village's pumping stations and well accounts, ComEd will continue to own and maintain the facilities. ComEd will still be responsible for transmission of the energy and any service calls associated with it.

It is difficult to project exact annual savings from the program due to some of the current accounts being on a variable rate. When the third party supplier takes over, all accounts will be converted to a fixed rate. Three firms presented quotes, with Exelon offering the low rate. Annual savings of approximately \$22,000 are expected; please see attached spreadsheet for more information on our accounts and quotes from three suppliers. The quoted rates are for a three year term.

The Committee of the Whole reviewed the cost analysis at the November meeting, but the contracts were not yet available. Attached to this memo is the contract with Exelon Energy for a

3 year term beginning January 1, 2012. The Village Attorney has recommended some minor language changes to the master sale agreement. The final document with changes will be available Monday night.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

The Village will be saving money on its street lighting energy, as well as administration time with consolidated billing. There are minimal, if any drawbacks to this program.

RECOMMENDATION

Staff recommends entering into a contract with Exelon Energy for the street light accounts.

ATTACHMENTS (IF APPLICABLE)

1. Resolution Approving Master Electricity Sales Agreement with Exelon Energy Company (Street Light Accounts)
2. Master Electricity Sales Agreement – With Redlined changes from Attorney
3. Transaction Confirmation Sheet

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Resolution.

Resolution No. _____

**A Resolution Approving Master Electricity Sales Agreement
with Exelon Energy Company**

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

SECTION ONE: The Master Electricity Sales Agreement between the Village of Lemont and Exelon Energy Company, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Transaction Confirmation between the Village of Lemont and Exelon Energy Company, attached as Exhibit B and incorporated in its entirety, is hereby approved.

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

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

MASTER ELECTRICITY SALES AGREEMENT



This Master Electricity Sales Agreement ("Master Agreement") is entered into as of _____, ("Effective Date") by and between _____ ("Customer") and Exelon Energy Company ("EE") (EE and Customer each a "Party" and together the "Parties").

This Master Agreement sets forth the terms and conditions which shall be incorporated in any Transaction Confirmation ("TC") entered into by the Parties during the term of this Master Agreement. Any conflict between the terms and conditions of this Master Agreement and any Transaction Confirmation shall be resolved in favor of the TC. The Master Agreement, together with any and all TCs, shall form a single, integrated agreement among the Parties.

1. **EE and Customer Obligations.**

EE shall sell and Customer shall purchase and receive electricity and related products and services pursuant to the terms and conditions of this Master Agreement and any applicable TC.

2. **Term of Agreement.**

The term of this Master Agreement shall commence on the Effective Date and shall remain in effect, unless otherwise terminated as provided in this Master Agreement.

End of Term of TC. Upon the end of the term of a TC, unless Customer and EE have executed a new TC, EE shall remove Customer and its Facility Account Numbers ("FAN") from EE's service in accordance with the local Electric Distribution Company's ("EDC") tariff, rules and procedures. If for any reason the EDC does not accept the removal of Customer and its FAN(s) from EE's service or EE is otherwise unable to terminate its service with Customer at the end of the Term, Customer shall continue to purchase and receive the electricity delivered to Customer's FAN at the following price: the real time index for the relevant EDC zone, plus Customer's allocated portion of charges for RTO Products and Services, as that term is defined in the applicable TC, energy line losses, and any applicable taxes, until such time as the EDC accepts the removal of Customer and its FAN(s) from EE's service.

3. **Billing and Payment.**

Billing. After receiving Customer's Actual Usage for a Billing Period (each as defined in the applicable TC) from the EDC, or, if necessary, after the use of estimates as set forth below, EE shall deliver an invoice to Customer for each FAN EE then currently serves.

Payment. Customer shall pay EE in accordance with the Payment provisions of applicable TCs. Any amounts not paid by Customer when due shall be deemed delinquent and shall accrue interest at the lesser of (i) 1.5% per month and (ii) the maximum lawful interest rate (collectively, "Interest Rate"). If Customer disputes any amount charged and reflected on an invoice, Customer shall nonetheless pay the entire amount of the invoice when due. Upon resolution of a dispute, to the extent EE and Customer agree that Customer is entitled to a refund, EE shall pay the agreed amount to Customer. Customer shall be responsible for and shall pay all account balances owed by Customer to the EDC for billing periods prior to the commencement of service under a TC. Customer shall reimburse EE for all payments made by EE to the EDC on Customer's behalf.

Taxes. Customer shall pay all federal, state and local taxes imposed on or with respect to the purchase and receipt of electricity and related products and services, including any taxes enacted after the Effective Date (collectively, "Taxes"). In the event that Customer is exempt from any Taxes, Customer shall provide EE with an exemption certificate prior to the issue date of Customer's first invoice. Each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible.

Use of Estimates. When there is a delay in receiving information from the EDC, Regional Transmission Organization ("RTO") and/or other third parties, EE will, to the extent necessary, estimate charges and credits for a Billing Period and reconcile such estimates against actual charges and credits in a future invoice(s).

4. **Adequate Assurance.**

If EE has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to the Customer's performance under this Master Agreement or any applicable TC, EE may demand, in writing, adequate assurance of future performance from the Customer in an amount equal to two (2) times the amount of the highest monthly Exelon Energy Supply Charges for each of Customer's accounts as reflected on invoices delivered by EE to Customer during the twelve months immediately preceding EE's demand ("Adequate Assurance Amount"). To satisfy a demand for adequate assurance, Customer shall provide the Adequate Assurance Amount by delivery to EE of a cash deposit, a standby letter of credit or a parental guaranty in form and substance, and from an entity, reasonably satisfactory to EE. Such Adequate Assurance Amount must be delivered to EE within three (3) Business Days of the date of the written demand for the Adequate Assurance Amount. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

5. **Events of Default.**

The occurrence or continuation of any one or more of the following shall constitute an "Event of Default":

(a) The failure by Customer to make any payment in full when required under this Master Agreement and/or any applicable TC if such failure is not remedied within three (3) Business Days after written notice; (b) any representation or warranty made by a Party in this Master Agreement or applicable TC is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure of a Party to perform any material covenant or obligation set forth in this Master Agreement and any applicable TC (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice; (d) a Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its

debts as they become due; (e) a Party consolidates or merges into or transfers all or substantially all of its assets to another entity and the resulting transferee or surviving entity fails to assume all obligations of such Party under this Master Agreement and any applicable TC pursuant to an agreement reasonably satisfactory to the other Party; or (f) the failure of a Customer to respond satisfactorily to a demand for Adequate Assurance as required in Section 4 of this Master Agreement.

6. Remedies.

Upon the occurrence of an Event of Default by a Party ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to: (i) designate a date for the early termination of the Master Agreement and all TCs entered into thereunder ("Early Termination Date"); (ii) withhold any payments due to the Defaulting Party; and/or (iii) suspend performance to the Defaulting Party. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Termination Payment as of the Early Termination Date. As soon as is reasonably practicable, the Non-Defaulting Party shall provide notice to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of the Termination Payment. The Termination Payment shall be made by the Party that owes it within three (3) Business Days after such notice is effective. The Termination Payment shall be equal to the net of the Non-Defaulting Party's Gains, Losses and Costs and unpaid balances. "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace any TCs entered into under this Master Agreement and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the early termination. "Gains" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of TCs under this Master Agreement, determined in a commercially reasonable manner. "Losses" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of TCs under this Master Agreement, determined in a commercially reasonable manner. If positive, the Defaulting Party will owe the Termination Payment to the Non-Defaulting Party. The Non-Defaulting Party will determine the Gains and Losses by calculating the amount that would be incurred or realized to replace or provide the economic equivalent of the remaining payments or deliveries in respect of any and all TCs under the Master Agreement. The Non-Defaulting Party may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in relevant markets. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a Termination Payment.

7. Limitation of Liability.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EE NOR CUSTOMER SHALL BE LIABLE UNDER ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISIONS FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EE HAS NO CONTROL OR LIABILITY FOR MATTERS WITHIN THE CONTROL OF THE LDC OR RTO-CONTROLLED GRID, WHICH INCLUDE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF ELECTRIC SERVICES, OR METER READINGS.

8. Assignment.

Neither Party shall assign this Master Agreement, nor any TC entered into under this Master Agreement, without the express, written consent of the other Party, which consent shall not be unreasonably withheld. Customer shall provide EE with not less than forty-five (45) days prior written notice of the effective date of any proposed assignment. Customer shall cooperate with EE in coordinating with the EDC to transfer service to permitted assignees.

9. Confidentiality.

The Parties shall not disclose any of the terms of this Master Agreement or TC entered into under this Master Agreement to any third-party (other than a Party's employees, attorneys and accountants or the employees, attorneys and accountants of a Party's affiliates who have a need to know the contents and who agree to keep such information confidential) except as necessary to comply with any applicable law, order, regulation or rule. In the event a Party is required to disclose any of the terms of this Master Agreement or any TC entered into under it, that Party shall promptly notify the other Party of such request so that the other Party may seek an appropriate protective order or other relief. This confidentiality provision shall forever survive the termination of this Master Agreement or any TC entered into under it.

10. Waiver of Jury Trial.

EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY TC.

11. Disclaimer of Warranties.

EE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE ELECTRICITY PURCHASED BY CUSTOMER UNDER THIS AGREEMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

12. Mutual Representations.

Each Party represents to the other Party, as of the date of this Master Agreement that:

It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

It has the authority and power to execute, deliver and perform its obligations under the Master Agreement and any TC.

The execution, delivery and performance of this Master Agreement and any TC have been duly authorized and do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

There is no pending or (to its knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects its ability to perform under this Master Agreement or any TC.

This Master Agreement constitutes, and any TC will constitute, a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, reorganization, and similar laws affecting creditors' rights generally and to general principals of equity (regardless whether considered in a proceeding in equity or at law).

13. Notices.

Any notice, request or demand made pursuant to this Master Agreement shall be in writing and shall be delivered by regular mail, facsimile, or courier service to the other Party at the address set forth in the applicable TC. A Party may change its address for notices, requests and demands by providing a notice of same to the other Party in accordance herewith.

14. Change in Law.

EE may pass through or allocate, as the case may be, without markup, to Customer any increase or decrease in EE's costs related to the electricity sold to Customer that results from the implementation of new, or changes to existing, tariffs, laws, regulations, or other requirements or changes in administration or interpretation of tariffs, laws, regulations, or other requirements.

15. Miscellaneous.

This Master Agreement and any TC constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, between the Parties relating to the subject matter hereof. This Master Agreement and any TC may be amended only by a writing agreed to and executed by both Parties. No failure to exercise and no delay in exercising by a Party of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, remedy power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. This Master Agreement and any TC shall be governed by, and construed and enforced in accordance with, the laws of the ~~state~~State of Illinois, venue shall be in Cook County, in which the relevant FAN is located, without regard to such state's conflict of laws principles. This Master Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation or drafting hereof. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. This Master Agreement and any TC under it may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. Delivery of an executed counterpart of a signature page of this Master Agreement or any TC by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Master Agreement or any TC. The headings used herein are for convenience and reference purposes only. The Parties acknowledge that this Master Agreement and any TC under it constitutes a "forward contract" as defined by the United States Bankruptcy Code. Should any provision of this Master Agreement or any TC be held to be invalid or unenforceable, such provision shall be invalid and unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision. Customer shall execute any and all agreements, documents and forms reasonably required by EE and Customer's EDC to enable the EDC to provide distribution services to Customer and to enable Customer to purchase electricity from EE.

16. EE agrees to furnish all documentation related to this Agreement and any documentation related to the Customer required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Customer issues notice of such request to EE. EE agrees to defend, indemnify and hold harmless the Customer, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Customer to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from EE's, actual or alleged violation of the FOIA or EE's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should EE request that Customer utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, EE agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. EE agrees to defend, indemnify and hold harmless the Customer and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing

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fees and any other expenses) to defend any denial of a FOIA request by EE's request to utilize a lawful exemption to the Customer.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SELLER: EXELON ENERGY COMPANY

CUSTOMER: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer

Subject: Revenue and Cash Management Policy; Revenue and Cash Management
Procedures and Internal Control Manual

date: Nov 14, 2011

BACKGROUND/HISTORY

The Village of Lemont and staff is responsible for the collection and proper oversight for numerous revenue streams. Ensuring and practicing the best management controls for revenue and cash management are essential to main our strong financial stewardship. Enclosed for the boards discussion are two documents the Revenue and Cash Management Policy and the supplement to this policy Attachment A: Revenue and Cash Management Procedures and Internal Control Manual.

The Revenue and Cash Management Policy provides the overall financial guidance and overarching management practices as it relates to the revenue and cash management. Key areas covered include internal controls, accounting procedures to include the difference between government funds, enterprise funds and internal service funds, and budgetary review. In addition, direction is provided for the areas of business transactions (invoicing collections, returned checks, bad debt), escrowed funds, bond funds and asset forfeitures.

The supplement to this policy is the Attachment A: Revenue and Cash Management Procedures and Internal Control Manuals. This manual dictates to the staff the required day to day operational requirements as it relates to revenue and cash management. Included within these tasks are segregations of duties, daily processing, revenue recognition, deposit of receipts, reconciliation, safeguarding and suspicion of fraud.

RECOMMENDATION

Staff recommends to adopt the enclosed Revenue and Cash Management Policy; and the Attachment A: Revenue and Cash Management Procedures and Internal Control Manual

ATTACHMENTS (IF APPLICABLE)

Resolution Adopting Revenue and Cash Management Policy; and Revenue and Cash Management Procedure and Internal Control Manual
Proposed Revenue and Cash Management Policy;
Proposed Attachment A: Revenue and Cash Management Procedures and Internal Control Manual

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A REVENUE AND CASH MANAGEMENT POLICY;
AND REVENUE AND CASH MANAGEMENT PROCEDURES AND INTERNAL
CONTROL MANUAL**

WHEREAS, the Village of Lemont desires to adopt a Revenue and Cash Management Policy and Revenue and Cash Management Procedures and Internal Control Manual ; and,

WHEREAS, the President and Board of Trustees find that adopting the attached Village of Lemont Revenue and Cash Management Policy and Revenue and Cash Management Procedures and Internal Control Manual is in the interest of the public.

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

SECTION 1: That the Village of Lemont Revenue and Cash Management Policy and Revenue and Cash Management Procedures and Internal Control Manual, attached as Exhibit A hereto is hereby adopted.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th day of November 2011.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village of Lemont
Revenue and Cash Management Policy
Adopted: November 28, 2011

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Village of Lemont
Revenue and Cash Management Policy
Adopted: November 28, 2011

A. Scope

The Revenue and Cash Management Policy applies to all revenue collected, except where state or federal laws supersede. Major revenue sources for the Village of Lemont include real estate taxes, franchise revenues, state shared revenues, utility usage, licenses and permits, fines, and charges for services. Proper controls over revenue are essential to maintaining strong financial management practices.

B. Internal Controls

All aspects of cash receipts and accounts receivable shall be subject to proper internal controls. Management of each department shall be familiar with the Revenue and Cash Management Policy and established internal controls that are properly documented and followed by staff members. Internal controls include:

1. Segregation of duties for authorization, recording and custodian functions.
2. Daily processing of cash receipts and accounts receivable transactions.
3. Timely deposit of funds.
4. Timely reconciliation to the general ledger and other supporting ledgers.
5. Establishment of physical security procedures.
6. Notification of management upon suspicion of fraud. Management shall then notify the appropriate authorities (e.g., law enforcement, state agencies) in a timely manner for further investigation.

See Attachment A: Revenue and Cash Management Procedures and Internal Control Manual for additional documentation of procedures and controls.

C. Accounting Procedures

All receipts and receivables shall be recorded in keeping with current authoritative standards and practices, including:

1. Revenue shall be recorded in the proper general ledger account by fund and revenue source.
2. Revenue shall be recorded in the proper fiscal accounting period in accordance with the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for enterprise and internal service fund and governmental and business type activities. The Village will strive to minimize differences in revenue recognition for governmental funds and governmental activities.

D. Invoicing Procedures

1. General Accounts Receivable

Accounts receivables shall be established for services provided in advance of payment. The Village maintains accounts receivable for business licenses, liquor licenses, cigarette licenses, scavenger licenses, health inspection licenses and amusement licenses. These accounts are invoiced in advance on an annual basis covering the period May 1 to April 30, with the exception of liquor licenses which are invoiced on a semi-annual basis. In addition, the Village invoices for Police Special Details. The Police Special Details bills represent reimbursements for services performed and are billed when incurred.

- a) All initiated bills shall have a due date of 30 days from the bill date, unless otherwise stated per ordinance or resolution. Invoices for license renewals shall be generated by April 1, allowing 30 days for payment prior to due date of May 1. Police Special Detail bills shall be generated within 30 days after the payroll date that identifies the special detail assignment.
- b) All invoices for license renewals and Police Special Details shall be produced and maintained by the Finance Department.
- c) Bills shall be generated in the accounting system software accounts receivable module. The accounts receivable module automatically updates the general ledger upon generation

2. Water and Sewerage Receivable

The Village maintains accounts receivable for water and sewerage services. The Village is divided into two sections. Each section is invoiced every other month for a two month billing period. The sections are rotated to allow for monthly billing process representing half of the households.

- a) All initiated bills are dated the 1st day of the month, covering usage for the two months ended the last day of the prior month. Bills have a due date on the 20th day of the month.
- b) An accounts receivable aging for all water and sewer billings is maintained by the Water Billing Supervisor.
- c) Bills shall be generated using the accounting system software utility billing module. The meter readings automatically update the utility billing module. The utility billing module automatically updates the general ledger.

E. Receipt of Funds

The Finance Department shall serve as primary recipient for all revenue collection sites. Each department with remote collection responsibility shall utilize a separate cash register and establish and maintain an adequate system of internal controls for receipts. Controls shall include, at a minimum, the following:

1. The method of payment (e.g., cash, check or credit card) shall be indicated on the receipt. This is entered into the accounting system software at time of transaction.
2. Identification of the individual receiving payment on receipt. The accounting system software identifies the Finance Department Clerk who is logged onto the computer to process the receipts.
3. Wherever possible, the receipt shall allow for immediate revenue account classification in conformance with the established chart of accounts. If not possible, the department and fund shall be indicated.
4. Restrictively endorsement (stamped for deposit only) of checks at the point and time of collection.
5. Reconciliation of collections by an individual not involved in the receipting or posting process or establishment of mitigating controls.
6. Recording of receipts in the financial accounting system on a timely basis.
7. Timely posting of adjustments with supervisory approval required
8. Timely reconciliation and deposit of funds received.

See Attachment A: Revenue and Cash Management Procedures and Internal Control Manual for additional documentation of current procedures and controls.

F. Remote Sites

Remotes sites for the Village include the Police Department. In addition, customers may pay for vehicle stickers at the local bank. Controls shall include, at a minimum, the following:

1. Dollar Threshold: At any such point a remote collection site accumulates in the aggregate over \$1,000 in cash and/or \$2,500 in checks, such funds shall be deposited by the beginning of the next business day.
2. Timely Threshold: All collections shall be deposited within five business days of receipts.

Village of Lemont
Revenue and Cash Management Policy
Adopted: November 28, 2011

3. Un-deposited funds will be secured in a locked drawer or the safe.
4. Any differences in the cash reconciliation process will be investigated and resolved.
5. Personnel are prohibited from using change drawer to cash personal checks.

G. Collections

Each department shall establish and maintain an adequate system of internal control to provide for timely collection of receivables.

1. All accounts receivable shall be recorded in the accounting system software. The Water Billing Supervisor will maintain the Water and Sewerage Aged Trial Balance and the Village Treasurer will maintain the General Accounts Receivable Aged Trial Balance. The Village Treasurer will reconcile each subsidiary ledger to the general ledger on a monthly basis.
2. For those accounts that become past due, proper delinquent notice shall be provided to the payee.
3. For those accounts that are greater than 270 days past due and over \$1,000, notice and supporting detail shall be provided to the appropriate collection division for further collection efforts.
4. Assignment to a collection agency shall be considered. When cost effective, the government-wide selected collection agency shall be utilized to assure maximum collections.

H. Returned Checks

Each department shall establish and maintain an adequate system of internal controls for returned checks.

1. Unless otherwise stated per ordinance or resolution, all checks returned due to insufficient funds shall be processed by the Finance Department with assistance from the Water Billing Supervisor for those returned checks for water and sewerage billing.
2. Fees shall be charged for the returned check in accordance with applicable statutes or established practices. Returned checks shall be processed at least twice through the Village's financial institution.

Village of Lemont
Revenue and Cash Management Policy
Adopted: November 28, 2011

I. **Bad Debt**

Each department shall maintain an adequate system of internal controls to provide for the accurate and timely recognition of an allowance for doubtful account and bad debt expense.

1. The amount of the allowance for doubtful accounts shall be based upon the percentage of receivable method.
2. The computation of the allowance for doubtful accounts shall be performed annually based upon the aging of the receivables and recent history of write-offs at fiscal year end, subject to concurrence by the external auditors.
3. For write-offs; accounts with balances less than \$1,000, 360 days delinquent and with no payment activity for 360 days shall be eligible for write-off upon approval by the Village Board of Trustees.
4. For write-offs, balances greater than \$1,000, collection efforts shall be performed for a period equivalent to the statute of limitations or less if bankruptcy has been discharged for an account, business no longer exists, or individual is deceased, at which point such amounts shall be written-off upon department head's written concurrence.
5. For any account written-off, such customer information shall be retained for five years and service denied on credit until previously written-off balances have been satisfied, unless specifically approved by the Village Administrator.

J. **Budgetary Review**

Revenue collections and accounts receivable shall be monitored in a timely manner.

1. Revenue initiating departments shall have oversight in the formulation of revenue budgets.
2. Revenue budget estimates shall be supported with documented variable assumptions (base, rate, etc).
3. Monitoring of revenue budget shall be performed in a timely manner throughout the fiscal year and shall include an analysis of actual versus budgeted variances. Revised forecasts shall be communicated to the Budget Officer on a timely basis.
4. Continued compliance of revenue with all laws and/or regulations shall be the responsibility of the revenue initiating department.

K. **Escrowed Funds**

Funds received by the Village in advance of revenue recognition or funds anticipated to be remitted back to the payee shall be recorded in an escrow liability account. The Village escrow agreement does not provide for the establishment of interest bearing accounts. The Village Planning Department maintains the Escrow Caseload File by Client, which includes an excel summary of escrow account activity. The Village will not maintain a receivable balance for developers. In the event of a net receivable, the developer will be required to replenish the escrow fund within a 30 day time period. The Finance Department reconciles the detail to the general ledger on a monthly basis.

L. **Bond Payable Funds**

Funds received by the Village as insurance of performance and anticipated to be remitted back to the payee shall be recorded in a bond payable account. The Village maintains a detail listing of funds received and returned by permit number. The Finance Department reconciles the detail to the general ledger on a monthly basis.

M. **Forfeited Asset Proceeds**

The Village shall maintain an adequate system of internal controls for proceeds from asset forfeitures to ensure compliance with applicable laws and regulations.

1. A separate bank account will be maintained for forfeited asset proceeds. A separate revenue general ledger account will be maintained for each type of forfeiture proceeds.
2. All interest income generated by forfeiture accounts must be deposited and recorded into the corresponding bank and general ledger account on a timely basis.
3. The Finance Department and Police Department will maintain procedures to ensure expenditures of proceeds are in accordance with applicable laws and regulations.
4. The Finance Department will reconcile the forfeiture general ledger accounts on a monthly basis.
5. All required reports must be completed and filed with the appropriate authority on a timely basis.

NOTE: See Asset Forfeiture Procedures Manual for additional documentation of procedures and controls.

Village of Lemont
Revenue and Cash Management Policy
Adopted: November 28, 2011

N. **Record Retention**

The Village shall retain all records related to revenue and cash management for a period of seven years. All records sent for destruction will be documented and approved by the Village Administrator prior to destruction.

Village of Lemont
Attachment A: Revenue and Cash Management Procedures and Internal Control Manual
Adopted November 28, 2011

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A. Objective

The Revenue and Cash Management Procedures and Internal Control Manual provides an outline for revenue transactions. This manual shall be reviewed on a yearly basis for possible revisions by the current Assistant Village Administrator and Village Treasurer to ensure that the manual is current with industry standards and practices.

The responsibility for the administration of the revenue management procedures has been delegated to the Assistant Village Administrator and the Village Treasurer, who shall implement the following revenue procedures and internal controls, as prescribed by the Revenue and Cash Management Policy.

B. Segregation of Duties for Authorization, Recording and Custodian Functions

All Village personnel, but in particular Finance Department personnel shall observe proper segregation of duties while engaged in revenue and cash receipts activities. The Finance Department clerks responsible for processing cash receipts will not be engaged in activities related to the recording of journal entry transactions in the financial records or the reconciliation of bank accounts. The Village Treasurer will be responsible for reviewing the daily cash reconciliation and recording transactions, but will have no responsibility for daily cash receipts processing. An independent finance department consultant will prepare the bank reconciliations.

C. Daily Processing and Recording of Cash Receipts

1. Real Estate Taxes

The Village principally receives real estate tax distributions from Cook County, but does receive property tax distributions from the counties of Will and DuPage, which combined represent less than 1% of total collections. These distributions are deposited directly into the Village bank account. US Bank (Illinois Funds) sends a fax notification upon receipt of an ach deposit. The Village Treasurer then obtains the supporting distribution documentation from the Office of the Cook County Treasurer website at www.cookcountytreasurer.com/tae. The Village Treasurer and Assistant Village Administrator maintain the logon information for this account. The supporting documentation identifies the tax levy year for the deposit. The Village Treasurer prepares a journal entry using a template for the year that allocates the tax deposit according to the levy percentages applicable for that tax year. The Village Treasurer enters the journal entry in the accounting system software using the General Ledger Manual Journal Entry Process. All journal entries are reviewed and approved by an independent finance department consultant.

2. State Shared Revenues

The Village receives revenue from the State of Illinois for Income Tax, Sales Tax, Use Tax, Personal Property Replacement Tax and MFT Allotments. These payments are automatically deposited in the Village bank account via ach transaction. US Bank (Illinois Funds) sends a fax directly to the finance department upon receipt of an ach transaction. The Village Treasurer obtains the corresponding voucher from the Illinois Department of Revenue website www.revenue.state.il.us/localgovernment/disbursements/. The Treasurer matches the voucher to the ach transaction amount and records the transaction in the accounting system software using the General Ledger Manual Journal Entry Process. All journal entries are reviewed and approved by an independent finance department consultant.

3. Franchise Revenues and Utility Taxes

The Village receives utility tax payments from Excelon via ach and receives telecommunication tax payments from the State of Illinois via ach. Processing for these transactions is consistent with the procedures for State Shared Revenues (see #2 above).

All other franchise revenue and utility tax payments are received via check. These checks are processed through the Village Hall cash receipts window (see #4 below).

4. Water Bills, License, Permits, Fines, and other Miscellaneous

The Village maintains a cash register window at the Village Hall for cash, check or credit card payments. All payments received for water bills, license and permit fees, fines, certain utility tax payments and other miscellaneous receipts are processed at the Village Hall cash receipts window. This includes all payments received in person, by mail or in the drop box.

The Finance Department Clerk opens the mail and receives payments from customers. The receipts are stamped paid and entered into the cash register, which automatically updates the cash receipts in the accounting system software. Receipts for any amounts that were invoiced, including water bills and police department tickets, are recorded in a holding account.

The Finance Department forwards all supporting documentation for water billing and police department billing to the respective departments. The departments have the responsibility of allocating the payment to the customer account in the accounting system software. The Village Treasurer reviews these holding accounts at the end of each month and notifies the appropriate department if any unallocated amounts remain.

5. E-Pay Receipts

The Village provides customers with the option of paying their water bill and fines through the E-pay system. The E-pay system is maintained by Gateway, an independent processor. E-pay transactions are initiated by the customers, who enter their customer information, payment amount and transaction reference (i.e., invoice number). On a daily basis, the Finance Department Clerk accesses the E-pay system and prints out the E-pay activity report. This report includes water payments and fines activity.

The Water Billing Supervisor logs onto the E-pay website to download a file of transactions. This file is then used to automatically update the accounting system software, creating the posting to the customer account and the general ledger cash account. The Finance Department Clerk reconciles the water payment activity from the daily printout to the amounts reported by the Water Billing Supervisor.

All fine activity is recorded by the Finance Department Clerk and the supporting detail is forwarded to the Police Department who reconciles the amount to their supporting information.

D. Revenue Recognition Guidelines

The Village records revenue when received throughout the year. For preparation of the governmental fund financial statements at fiscal year-end, the Village uses the current financial resources measurement focus and modified accrual basis of accounting for governmental funds and the accrual basis of accounting for governmental activities and will minimize differences in revenue recognition between governmental funds and governmental activities. Specific guidelines for revenue recognition are as follows:

1. *Property Taxes* - property taxes are recognized as revenues in the year for which they are levied (i.e., intended to finance). The Village currently finances a fiscal year with a portion of two separate tax levy years (i.e., FY 2011 was financed with half of 2009 tax levy and half of 2010 levy). Property taxes are recognized as a receivable when levied by the Village instead of when the tax attaches as a lien as the amount of the levy that attached as a lien at January 1 is not at fiscal year end.
2. *Income and Personal Property Replacement Tax* - income and personal property replacement taxes are considered payable to the Village upon certification by the State. The voucher date is evidence of this certification. Therefore, receivable and revenue recognition is based on the voucher date.
3. *Use and Sales Taxes* - use taxes and sales taxes are considered payable to the Village at the point of transaction. The liability month represents taxes payable when collected by the vendor (i.e., date of transaction). The State voucher identifies the liability and collection months. Receivable and revenue recognition is based on the liability month.

Village of Lemont
Attachment A: Revenue and Cash Management Procedures and Internal Control Manual
Adopted November 28, 2011

4. *Charges for Services* - charges for services, including water and sewer, are recognized as revenue at the time the goods or services are provided to the user.
5. *Franchise Fees, Telecommunication Tax and Utility Taxes* – Receivable and revenue recognition for franchise fees, telecommunication tax and utility taxes is based on the month the tax becomes payable to the utility or state (the liability month), or date of transaction.
6. *Fines and Permit Revenue* – fines and permit revenue are considered to be measurable and available only when cash is received by the Village.
7. *Intergovernmental Revenues* - grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been satisfied. For expenditure driven grants this is the period when the qualifying expenditure is recognized.

E. Timely Deposit of Receipts

1) Village Hall Receipts

At the end of each business day, the Finance Department Clerk prepares the deposit slip for all cash payments received then reconciles the deposit slip to the accounting system software Cash Receipts Register Report. This is forwarded to the Village Treasurer who is responsible for reviewing the reconciliation and making the deposit. Cash receipts are automatically recorded in the accounting system software at the time of transaction.

2) Police Department (Remote Site) Receipts

The Police Department Record Clerk prepares the deposit when the amount reaches the threshold established in the Revenue and Cash Management Policy. The deposit is given to the Community Service Officer who makes the deposit. The Cash Receipts Register, deposit slip and all supporting documentation is forwarded to the Finance Department for review by the Village Treasurer. Cash receipts are automatically recorded in the accounting system software at the time of transaction.

F. Reconciliation Procedures

Cash receipts are reconciled to the cash drawer by the Finance Department Clerk or Police Department Record Clerk when preparing the deposit. All reconciliations are forwarded to the Village Treasurer who reviews the information for proper recording.

On a monthly basis, an independent finance department consultant prepares the bank reconciliation. All cash, ach and credit card receipts are included in this process. The Village Treasurer is responsible for recording any adjustments to receipts noted during the bank reconciliation process.

G. Physical Safeguarding

The Village maintains appropriate controls over the physical safeguarding of all cash receipts, as follows:

- 1) Village Hall Cash Receipts – All checks are restrictively endorsed upon receipt. The cash and checks are kept in the locked cash register drawer at the Village Hall. Access to the drawer key is limited to the Village Treasurer and Finance Department Staff.
- 2) Police Department Receipts – All checks are restrictively endorsed upon receipt. The cash and checks are kept in a locked cash register drawer at the Police Station. Access to the drawer key is limited to the Police Department Records Clerks.

H. Suspicion of Fraud

The Village administration shall maintain governance practices that encourage ethical behavior. Any transactions related to the revenue and cash management procedures of the Village that indicate the possibility of fraud should be reported, either verbally or in writing, to the Village Administrator or Assistant Village Administrator.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer

Subject: Capital Asset Policy and Procedures

date: Nov 14, 2011

BACKGROUND/HISTORY

The Village of Lemont has a significant amount of money invested from the various funds it oversees in the capital assets, whether its land, infrastructure or equipment. One of the basic roles is how to ensure appropriate valuation and safe keeping of these assets that are entrusted to the Village. The attached Capital Asset Policy and Procedures covers several broad areas. The first area is the defining capital assets. These definitions include the threshold to capitalize assets, the depreciation method, and the useful lives of these assets. The second area is administration of assets. This includes how assets are added, retirement of assets and year end accounting. The final area of the policy entails the safeguarding of assets which includes inventory requirements.

RECOMMENDATION

Staff recommends to adopt the enclosed Capital Asset Policy and Procedures

ATTACHMENTS (IF APPLICABLE)

Resolution Adopting Capital Asset Policy and Procedures
Proposed Capital Asset Policy and Procedures

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CAPITAL ASSET POLICY AND PROCEDURES

WHEREAS, the Village of Lemont desires to adopt a Capital Asset Policy and Procedures; and,

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

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

SECTION 1: That the Village of Lemont Capital Asset Policy and Procedures, attached as Exhibit A hereto is hereby adopted.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th day of November 2011.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village of Lemont
Capital Asset Policy and Procedures
Adopted: November 28, 2011

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Village of Lemont
Capital Asset Policy and Procedures
Adopted: November 28, 2011

A. Purpose

The Capital Asset Policy and Procedures provides guidelines to establish and maintain capital asset records that comply with governmental financial reporting standards, provides for adequate stewardship over Village resources, and provides centralized documentation for insurance and asset management purposes.

B. Definitions

1. *Accumulated Depreciation* – the total reduction in value over time of an asset since its acquisition, which is recorded for financial statement purposes.
2. *Acquisition Costs* - assets should be recorded and reported at historical costs, which include the vendor's invoice, initial installation cost, modifications, attachments, accessories or apparatus necessary to make the asset usable and render it into service. Historical costs also include ancillary charges such as site preparation costs and professional fees.
3. *Capital Assets* - capital assets are tangible and intangible assets acquired for use in operations that will benefit the Village for more than a single fiscal period.
4. *Construction in Progress* - an asset that is comprised of the substantially incomplete construction costs of, typically, a road, water system or building. Depreciation is not applied to construction in progress.
5. *Depreciation* – a method for allocating the acquisition cost of capital assets over time. Generally Accepted Accounting Principles (GAAP) requires that the value of capital assets must be written off as an expense over the useful life of the asset.
6. *Disposition* - the final status of an asset when it is removed from the capital asset account and is no longer physically located on the Village's property. This can be upon sale, scrap or donation.
7. *General Capital Asset Group* - general fixed assets are those capital assets which are acquired or constructed through governmental fund resources and used to provide general government services. As a result of GASB 34 pronouncement, these assets which meet the minimum capitalization threshold are capitalized and depreciated over the estimated useful lives.
8. *Infrastructure* - infrastructure shall include roads (including curbs and gutters), bridges, water and sewer mains, pumping stations, lift stations, traffic lights, streetlights, stormwater, right of ways, easements, etc.

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9. *Leased Equipment* - leased equipment should be capitalized if the lease agreement meets any one of the following criteria:
 - a. The lease transfers ownership of the property to the Village by the end of the lease.
 - b. The lease contains a bargain purchase option.
 - c. The lease term is 75 percent or more of the estimated economic life of the leased property.
 - d. The present value of the minimum lease payments at the inception of the lease, excluding executor costs, equals at least 90 percent of the fair value of the leased property.
10. *Net Book Value* – the difference between the acquisition cost and accumulated depreciation.
11. *Proprietary Capital Assets* - assets acquired or constructed by proprietary funds (Water and Sewer Fund, Parking Fund) and meet the minimum capitalization threshold, are capitalized and depreciated over their estimated useful lives. Depreciation is computed using the straight-line method.
12. *Surplus equipment* – An item or items that are no longer needed or required.
13. *Useful Life* – The period over which a capital asset has utility to the Village in performing the function for which it was purchased.

C. Capitalization Threshold

The capitalization threshold or minimum value of an asset at the time of acquisition is established at \$50,000 for infrastructure and easements and \$10,000 for all other assets. The threshold is applied on an individual basis. All tangible and intangible capital assets that exceed the threshold will be capitalized and depreciated over the asset's useful life.

D. Depreciation Method

All capital assets are depreciated using the straight line method. All assets are depreciated based on the date the asset is placed in service with the exception of infrastructure, which is depreciated with a full year of depreciation in the year the asset is placed in service. If an asset is not fully depreciated upon disposal, the depreciation is calculated to the date of disposal for all assets other than infrastructure, for which no depreciation is recorded in the year of disposal.

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E. Useful Lives

Useful lives will be reviewed annually by the Finance Department. The Village depreciates over the following useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and improvements	50
Water, sewer & stormwater infrastructure	65
Bridges	50
Other infrastructure	10-20
Land improvements	20
Machinery and equipment	5 - 30
Computer software	5 - 20
Vehicles	5 - 7
Water and sewerage systems	20 - 50

F. Intangibles

The Village is in possession of assets that may be considered intangibles assets, including computer software and easements. The Village will account for intangibles in accordance with GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*. Computer software will be capitalized if the acquisition cost meets the capitalization threshold. Easements will be accounted for as follows:

1. A temporary easement will not be recognized as a capital asset.
2. A permanent easement will be recognized as a capital asset subject to all the following conditions:
 - a. The easement is evidenced by a final plat of subdivision and acceptance of related improvements, if appropriate. Any final plat of subdivision should include the total acreage of easements accepted by the Village.
 - b. A permanent easement will be valued at 10% of the current land-cash fee rate for improved land of equivalent acreage.
 - c. A permanent easement will be capitalized if it has a value of \$50,000 or more. Easements will be aggregated within a general area (e.g., a subdivision) for the purposes of determining whether the \$50,000 threshold is met.
 - d. A permanent easement associated with a proprietary fund activity will be recorded in the appropriate proprietary fund. Other permanent easements will be recorded in the general fixed asset account group for inclusion in the Village's government-wide financial statements.
 - e. The value of a permanent easement will not be amortized.

G. Improvement, Repair and Maintenance Expenses

Routine repair and maintenance costs will be expensed as incurred and will not be capitalized. Street regrinding, patching, etc. is considered maintenance and will not be capitalized. Repairs of water and sewer assets will not be capitalized unless the repairs materially extend the life of the original asset.

H. Department Responsibilities

Departments are responsible for protecting and controlling the use of Village assets assigned to their department. The department will be responsible for completing an Asset Control Sheet upon acquisition, disposition or transfer of an asset. All Asset Control Sheets must be submitted to the Finance Department with supporting documentation.

I. Capital Asset Additions

The Village may acquire assets through purchase, lease or donation. When an asset is purchased or leased, the department will forward a copy of the invoice to the Finance Department for payment. The Finance Department will identify assets that meet the capitalization requirements. The Finance Department will assign a unique inventory control number to the asset, assign an inventory ID tag (if applicable) and start an Asset Control Sheet which will be forwarded along with the inventory tag to the responsible department for completion. The Department is responsible for completing the Asset Control Sheet and returning to the Finance Department. The Finance Department will then enter the information into the capital asset software system. Individual assets as well as infrastructure are included as entries in the capital asset software.

The Village may also acquire assets through donations (e.g., developer conveyance). Prior to acceptance, the Village must obtain documentation of the value of the asset being donated. When a donation is accepted through the Village ordinance or resolution process, the Finance Department will obtain the supporting documentation and enter the information into the capital asset software system.

Inventory tags are to be used when feasible. The tags should be placed on the principal body of the asset and removed only when the item is sold, scrapped, or otherwise disposed of.

F. Sales and/or Retirements of Assets

Disposal, sale or retirement of an asset may only occur after the asset is declared surplus and approved by the Village Board. When a capital asset is disposed of, its cost and accumulated depreciation are removed from the Village's books and a gain or loss, if any, is recognized. The department head will document the disposal on the Asset Control Sheet and forward to the finance department. The finance department will remove the item from the capital asset software system and record the disposal in the general ledger.

G. **Physical Inventory**

The Village and each department will conduct a physical inventory at least once per year at fiscal year-end. The Finance Department will provide each department with an inventory worksheet identifying all capital assets under their control. Each department will be responsible for completing the physical inventory of the items, verifying the existence and condition of each item on the worksheet, and making note of any additions, deletions, or leases of property that are not reflected on the list. The final list will be reviewed by the department head, who will sign as acknowledgement of their approval and then returned to the Finance Department. The inventory should be performed by a team including at least one representative from the department and one individual from an independent department not responsible for the safeguarding of assets.

The Finance Department will perform a sample verification of the physical inventory items and reconcile the listings to the capital asset software system.

H. **Small Inventory Asset Procedures**

Assets that do not meet the capitalization requirements, but qualify as a small asset for inventory tracking, shall be expensed when purchased. Small assets include all computer equipment, office equipment, and any other department specific items that are designated as small asset items by the Department Head. These items will be maintained in the capital asset software for inventory tracking purposes only. The item will be noted on a Small Inventory Asset Control Sheet for processing. The department heads will be responsible for completing a Small Inventory Asset Control Sheet and submitting this to the Finance Department along with the invoice for payment. The Finance Department will enter the information into the capital asset software, but designate the item as a non-capital asset inventory item. The departments will maintain control over their small inventory asset listing.

I. **Year End Accounting**

At year-end the Finance Department will generate the following reports from the capital asset software system:

1. Property Accounting Summary – this report summarizes the original cost, accumulated depreciation and book value in a summarized format. Separate reports are generated for the governmental funds and proprietary funds.
2. Net Changes Summary – this report summarizes the additions and disposals in a summarized format.
3. Depreciation Detail – this report includes the beginning accumulated depreciation, current year depreciation and ending accumulated depreciation in detail.

Village of Lemont
Capital Asset Policy and Procedures
Adopted: November 28, 2011

The Finance Department will prepare the necessary journal entries to record changes in capital assets and depreciation. In addition, the Finance Department will prepare all journal entries necessary to present the general fixed asset account group in the government-wide financial statements, in accordance with GASB Statement No. 34.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer

Subject: Budget Policy

date: Nov 14, 2011

BACKGROUND/HISTORY

As the Village Staff and consultant finish the update and review of financial policies for the Village, the final policy which effectively is the umbrella policy for the others is the proposed Budget Policy. When drafting this policy, there were several main goals. First, the short term objective is to move the Village's budgetary process towards the goal of achieving the GFOA Distinguished Budget Presentation. The second goal is to ensure that there is interaction between the Village polices and specifically its strategic goals in the development of its budget, as ultimately, the budget becomes the actionable item in many cases to carry out these goals and polices. Finally, the Budget Policy incorporates and references the other financial policies that have been approved, ensuring all polices are incorporated together in lieu of acting as a silo of policies.

Keys within the Budget Policy include:

- Establishment of Budget Principles – Many of these principles embody guidance and direct of the current board and previous boards. This section memorializes this guidance in a policy format.
- Budget Process - This section formalizes the calendar of events that takes place in development of the annual budget under the Budget System governed by Illinois Statutes. This section also reviews the required on-going monitoring.
- Other Policies – This policy incorporates and reference many of the other financial policies that have been approved and adopted to include: Revenue, Operating Expenditures, Capital Investment, Debt and Reserve policies.

The financial policies and procedures that have been approved or are being recommended for approval have incorporated many of the best management practices and memorialized many of the current financial practices already taken place. These polices will be reviewed on an annual bases to ensure they are in line with the most current best management policies. Further, as new technology upgrades are made, procedures will be adjusted accordingly.

RECOMMENDATION

Staff recommends to adopt the enclosed Budget Policy

ATTACHMENTS (IF APPLICABLE)

Resolution Adopting Budget Policy

Proposed Budget Policy

RESOLUTION NO. _____

A RESOLUTION ADOPTING A BUDGET POLICY

WHEREAS, the Village of Lemont desires to adopt a Budget Policy; and,

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

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

SECTION 1: That the Village of Lemont Budget Policy, attached as Exhibit A hereto is hereby adopted.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th day of November 2011.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village of Lemont
Budget Policy
Adopted: November 28, 2011

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Village of Lemont
Budget Policy
Adopted: November 28, 2011

A. Village Mission Statement

The Village of Lemont is dedicated to promoting and preserving the character of the community and ensuring a high quality of life through professional public service provided in a friendly, consistent, and fiscally responsible manner, emphasizing the best interest of the community as a whole.

B. Budget Principles

The Village of Lemont Budget Policy is based on a set of fundamental principles designed to maintain an organization with a strong financial condition and a proactive approach to serving the needs of its citizens. Adherence to these principles will enable the Village to provide services in a cost-effective manner in both good times and in periods of sustained economic downturn and uncertainty. These principles include:

1. The Village budget shall reflect a long-term perspective and incorporate policies and management strategies to achieve the Village's long-term goals.
2. The Village budget process shall identify broad organizational goals and link the departmental spending plans directly to the accomplishment of these goals.
3. The Village shall publish an annual budget which serves as a communication tool, demonstrating the Village's accountability for the sources and uses of public funds and providing an operations guide to assist personnel in the responsible management and application of these resources.
4. The focus of budget decisions will be on results and outcomes. The Village will continually monitor its financial condition, performance relative to the adopted budget, and stakeholder satisfaction with programs and services and make adjustments as needed.
5. The budget shall be designed to promote involvement from citizens, staff, local businesses and other interested stakeholders. The annual budget shall be provided in its entirety on the Village's web-site, and the Village will annually exceed statutory requirements for public discussion and deliberation on the budget.
6. The budget will be prepared on the current financial resources measurement focus for all funds, using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for enterprise and internal service funds.

C. Budget Process

The Village of Lemont has adopted the budget system for managing Village finances in accordance with Illinois Compiled Statutes 65 ILCS 5/8-2-9.1-10 as documented in Ordinance O-23-11 of the Village of Lemont municipal code. The budget process consists of activities that encompass the development, implementation and evaluation of the budget process, including:

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1. *Strategic Plan* – The Mayor, Village Board and Village Administrator will establish broad goals that provide overall direction for the government. This will be completed at the beginning of each budget cycle. These goals will serve as a framework for decision making. The strategic plan shall include the identification of opportunities and challenges for government services, capital assets, and management.
2. *Budget Preparation* – in accordance with Illinois Compiled Statutes, the Mayor shall appoint a Budget Officer. The Budget Officer is responsible for coordinating the overall preparation and administration of the Village budget. The Department Heads have primary responsibility for formulating budget proposals that support the priorities and direction provided by the Village Board. The Budget Officer will assist the Department Heads in identifying budget problems, formulating solutions and alternatives, and implementing any necessary corrective actions.
3. *Balanced Budget* – the Village shall adopt a balanced operating budget, which is defined as a budget where projected revenues are equal to budgeted expenditures within the current fiscal period. Capital projects funds and other projects funded from existing resources (e.g., fund balances) are excluded from this policy.
4. *Performance Budgeting* – performance measures will be utilized and reported in department budgets. The Village will prepare historical trends and comparisons to other municipalities, and use other financial management tools to monitor and improve Village services.
5. *Budget Calendar* – the Village Board of Trustees shall adopt a Budget Ordinance, including a budget for all funds utilized by the Village, within the first quarter of each fiscal year, in accordance with the following timeframe:
 - a. Strategic Planning Session – the Mayor, Village Board of Trustees, Village Administrator and Assistant Village Administrator will attend a strategic planning session to outline long-term goals and provide overall direction for the Village. This will be held in *December*.
 - b. Department Head Budget Memo – the Budget Officer prepares a Department Head Budget Memo, outlining the Village’s strategic goals and informing the departments of the upcoming budget requirements. This will be distributed to the Department Heads by *December 31*.
 - c. Budget Forms – the Finance Department prepares a Budget Form for each department. This report includes historical data and is used by the Department Heads as a worksheet to complete the proposed budget. The Budget Officer distributes these forms to each Department Head by *December 31*. Completed forms are due to the Budget Officer by *January 31*.

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- d. Capital Planning Meeting – the Budget Officer meets with the Village Engineer and the Building and Public Works departments to review the proposed capital projects for the next fiscal year and update the 5 year capital project plan. This meeting will be held by *January 31*.
 - e. Committee of the Whole Meeting (Budget Guidance) – the Budget Officer will present the initial budget estimates, revenue projections, and capital project plans for discussion by the committee at the *February* meeting.
 - f. Department Head Budget Session – in *February* the Budget Officer will meet with the Department Heads to review initial budget projections and seek input from Department Heads.
 - g. Finance Committee Meeting – the Budget Officer presents the tentative budget to the Finance Committee for review in early *March*.
 - h. Committee of Whole Meeting (Tentative Budget) - the Budget Officer presents the tentative budget for discussion at the Committee of the Whole meeting in *March*.
 - i. Public Inspection - the Village will announce that the tentative budget is available for public inspection, available on the Village website in late *March*. The Village is required to make this available for public review for a minimum of 10 days.
 - j. Public Hearing – the Village will conduct a public hearing on the budget in early *April*. Notice of this hearing will be published at least 10 days prior to the hearing.
 - k. Board Approval – the Budget Officer will present the final budget to the Board of Trustees by *April30* for approval.
 - l. County Clerk Filing – the Village shall file a certified copy of the budget with the County Clerk’s office for the counties of Cook, DuPage and Will within 30 days of the adoption of the budget ordinance.
6. *Budget Monitoring* – the Finance Department will maintain a system for monitoring the Village’s budget performance. Interim financial reports comparing actual experience against budgeted revenues and expenditures in the current fiscal period shall be distributed and reviewed with the Village Board on a quarterly basis. The Finance Department will also provide monthly reports comparing actual experience against budgeted revenues and expenditures in the current fiscal period to Department Heads. The Department Heads have primary responsibility for ensuring their departments stay within their annual adopted budget.

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7. *Budget Adjustments and Amendments* – during the course of the year, the Village may determine that a significant individual purchase or other unplanned event may cause a budgeted account to exceed the budgeted amount. The Village may adjust the original budget using one of the following methods:
 - a. Budget adjustment – this involves a reallocation of existing appropriations and does not change the Fund’s overall budget. In accordance with the budget officer ordinance adopted by the Village, the Department Heads are authorized to delete, add to, change or create subclasses within object classes budgeted previously to the department, subject to the prior approval of the Budget Officer and the Village Administrator, or the Mayor, in the event the Village Administrator is the Budget Officer.
 - b. Budget amendment – this provides an addition to or reduction of existing budget authority which results in a change to the Fund’s bottom line. This type of change requires a resolution that amends the original budget and states the sources of funding for the incremental for the change. At least quarterly, the Budget Officer will prepare a formal resolution for filing with the County Clerk which will include all of the quarter’s amendments passed by motions and presented to the Village Board for approval.

8. *Distinguished Budget Presentation* – the Village will seek to prepare its budget based on the requirements of the Government Finance Officers Association’s (GFOA) Budget Presentation Award program.

D. Revenue Policies¹

The Village must be sensitive to the balance between the need for services and the Village’s ability to raise fees, charges, and taxes to support those services. The Village revenue estimates are to be conservatively forecasted and include the following principles:

1. *Mix of revenues* - the Village should strive to maintain a stable and diverse mix of revenues in order to balance the sources of revenue and protect against short-term fluctuations in any one revenue source.
2. *Charges for services* - the Village shall have fees for services that benefit specific users established in such a manner which fully support all direct and indirect costs associated with providing the service. Departments that impose fees or service charges should prepare and periodically (i.e., annually) update cost-of-service studies for such services.
3. *One-time revenues* - the Village shall avoid the use of one-time or otherwise intermittent revenues to support on-going operational costs.

Village of Lemont
Budget Policy
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4. *Grant Agreements* - the Village shall explore the award of various local, State and/or Federal grants to support one-time capital or non-recurring expenditures. Prior to application and again prior to acceptance, the Village will review the grant agreement to ensure matching requirements are reasonable and attainable, and ensure compliance with regulatory requirements is possible.
5. *Monitoring changes* - the Village will monitor changes in key revenues on, at a minimum, a quarterly basis, and report on significant changes in collections or emerging trends.

E. Operating Expenditure Policies¹

It is important that the Village maintain an adequate and effective cost analysis and containment program.

1. *Public Stewardship* – the Village shall maintain a level of expenditures which will provide for the public well being and the safety of the residents of the community.
2. *Current resources* – the Village shall strive to pay for current operating expenses from available operating revenues.
3. *Full cost allocation* – the Village budget shall reflect the full cost of providing services and avoid practices which balance current costs at the expense or detriment of future years, such as deferring or postponing necessary expenses.
4. *New programs and services* – the Village should avoid the implementation of new programs or services without the identification of a dedicated revenue stream to pay for them.
5. *Employee Staffing* – the Village shall allocate staff and resources necessary to safely, effectively and efficiently meet the needs of its citizens. Any changes to staffing and resource levels shall be consistent with the overall goals and priorities of the Village Board.
6. *Employee pension plans* – the Village shall provide for the responsible and timely funding of required employee pension plans in accordance with accepted actuarial standards and practices.

F. Capital Investment Policies¹

The capital assets of the Village and their condition are critical to the quality of services provided and are therefore an important part of determining whether the needs and priorities of stakeholders can be met. The Village maintains a 5 year capital improvement plan which serves as an integral part of budget preparation.

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1. *Capital replacement* - the budget shall provide a systematic approach for the replacement of Village equipment and infrastructure which include funding replacement of these assets over their anticipated useful life. The Village should assess the issues, challenges and opportunities affecting the provision of capital assets in the future, including community needs and priorities, the impact of deferred maintenance, funding issues, changes in technology, and any legal or regulatory changes.
2. *Capital project proposals* – the Village should include project cost estimates for the Capital Budget that are based upon a thorough analysis of the project and are expected to be as reliable as the level of detail known about the project.
3. *Operating cost impact* - Proposals shall include all reasonable attainable cost estimates for operating and maintenance costs necessary for the life cycle of the asset.
4. *Comprehensive resource plan* – the plan should include the amount and type of resources required, a timeline, and financing strategies to be employed. The resources should be differentiated by phase of the project, where applicable.
5. *Budget cost* – capital projects will be budgeted at the full estimated cost of completing the project, or unique phase for larger projects, in the year the project is expected to be started.
6. *Contingencies* – the Village shall include a reasonable amount for contingencies for each project award in the budgeted amount. The amount set aside shall correspond with industry standards and shall not exceed 10%.
7. *Multi-year projects* – capital projects that are not expensed during the budget period may be re-budgeted or carried over to the next fiscal period. Multi-year projects with unexpended funds will be carried over to the next fiscal period.
8. *Capital project funding* - A capital project will not be budgeted unless there is a reasonable expectation that funding is available.

G. Investment and Debt Policies¹

The Village investment and debt issuance policies are designed to maintain a strong financial condition and incorporates the following principles:

1. *Asset Preservation* – Preservation and safety of assets is a higher priority than return on investments. Therefore, the Village will seek a reasonable return on its investments while also preserving the original capital investment. The Village maintains an Investment Policy, approved by the Village Board of Trustees and updated annually.

Village of Lemont
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2. *Debt Issuance* – the Village will strive to keep a strong bond rating by monitoring and improving its financial stability. Before debt is issued, consideration will be given to:
 - a. Whether the revenue stream is available to repay debt.
 - b. Alternate methods of financing.
 - c. Whether it would not be cost effective to delay issuing debt.

H. Reserve Policies¹

The Village will maintain adequate reserves in order to reduce the potential need to borrow to fund operations or abruptly reduce services during periods of economic downturn or other emergencies. It will also place resources into reserve for long-term capital needs and pension obligations. To accomplish these goals, the Village has specified specific reserve requirements in several funds. These detail requirements are incorporated in the Village Fund Balance Policy.

FOOTNOTES:

1. See the following Village Policies at www.lemont.il.us:
 - a. Village Revenue and Cash Management Policy
 - b. Village Purchasing Authority Policy
 - c. Village Capital Asset Policy
 - d. Village Investment Policy
 - e. Village Debt Policy
 - f. Village Fund Balance Policy

**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 22, 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

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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 Thousand and 00/100 Dollars (\$30,000)**.

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: _____

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wightco.com
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Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

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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
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fax (630) 257-5087

Public Works

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

www.lemont.il.us

EXECUTIVE SESSION AGENDA NOVEMBER 28, 2011

I. PERSONNEL