

Village of Lemont

Mayor

John Egofske

Village Clerk

Charlene Smollen

Administrator

George J. Schafer



Trustees

Debby Blatzer
Ryan Kwasneski
Ken McClafferty
Dave Maher
Rick Sniegowski
Ronald Stapleton

VILLAGE BOARD MEETING

August 14, 2017 – 7:00 PM

Village Hall – Village Board Room
418 Main Street, Lemont, IL 60439

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 1. July 24, 2017 Village Board Meeting Minutes
 - B. Approval of Disbursements
- IV. Mayor's Report
 - A. Public Hearing- 16360 New Avenue (Annexation and Rezoning)
 - B. Kops N Kids T-Shirt Contest Winner
 - C. Jerry Lehmacher- Recognition
 - D. Audience Participation
- V. Clerk's Report
 - A. Correspondence
 - B. Ordinances
 1. An Ordinance Amending Lemont Municipal Code Chapter 5.04: Liquor Licenses (Decreasing and Issuing Class A-1 Liquor License)
(Admin)(Egofske)(Schafer)

2. An Ordinance Amending Title 10 of the Lemont, Illinois Municipal Code
(PD)(Sniegowski)(Maton)
3. An Ordinance Granting a Variation to §17.12.030.A of the UDO to Allow for a Fence to Locate Within a Corner Side Yard Setback at 2 W. Wend Street in Lemont, IL (2 W. Wend Sixteen (16) Foot Encroachment Corner Side Yard Fence Variation)
(CD)(Stapleton)(Berry/Valone)
4. An Ordinance Granting a Variation to §17.12.030.A of the UDO to Allow for a Fence to Locate Within a Corner Side Yard Setback at 2 W. Wend Street in Lemont, IL (2 W. Wend Six (6) Foot Encroachment Corner Side Yard Fence Variation)
(CD)(Stapleton)(Berry/Valone)
5. An Ordinance Authorizing the Execution of an Annexation Agreement for 0.35 Acres Located at 16360 New Avenue, in Lemont, Illinois (16360 New Avenue)
(CD)(Stapleton)(Berry/Valone)
6. An Ordinance Annexing to the Village of Lemont Approximately 0.35 Acres Located at 16360 New Avenue in Lemont, IL (16360 New Avenue)
(CD)(Stapleton)(Berry/Valone)
7. An Ordinance Amending the Zoning Map of the Village of Lemont From R-1 Single-Family Detached Residential District to R-4 Single Family Detached Residential District at 16360 New Avenue in Lemont, IL (16360 New Avenue)
(CD)(Stapleton)(Berry/Valone)
8. An Ordinance Amending the Zoning Map of the Village of Lemont From R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District at 12767 Derby Road in Lemont, IL (Derby Pines Subdivision)
(CD)(Stapleton)(Berry/Valone)
9. An Ordinance Granting Variations to §17.26.040.C.1, §17.26.050.A, §17.27.020.B.6, And Appendix G LS-10 of the UDO to Allow for a Reduced Parkway Width, Construction of a Cul-De-Sac with a Length of 384 Feet, Reduced Right-of-Way Width, and Relief from Water Main Looping Requirements at 12767 Derby Road in Lemont, IL (Derby Pines Subdivision)
(CD)(Stapleton)(Berry/Valone)

C. Resolutions

1. A Resolution Approving a Plat of Subdivision for a Property Located at 12767 Derby Road in Lemont, Illinois (Derby Pines Subdivision) (CD)(Stapleton)(Berry/Valone)
2. A Resolution Ratifying and Approving a Proposal from Layne Christensen Company for Certain Well Repair Services (Public Works)(Blatzer)(Pukula)
3. A Resolution Approving the Execution of an Intergovernmental Funding Agreement with Metra to Facilitate the Repair of a Certain Commuter Facility in Lemont, Illinois (Public Works)(Blatzer)(Pukula)

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session Discussion Under Chapter 5 ILCS

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
16269	08/03/2017	Open			Accounts Payable	Garcia, Paulette	\$1,796.87		
	Invoice		Date	Description		Amount			
	17-08-02		08/02/2017	reimbursement		\$1,796.87			
16270	08/03/2017	Open			Accounts Payable	Helbling, Jim	\$300.00		
	Invoice		Date	Description		Amount			
	100		08/05/2017	8/5/17 hay rides		\$300.00			
16271	08/03/2017	Open			Accounts Payable	Memory Lane Stables	\$800.00		
	Invoice		Date	Description		Amount			
	17-08-05		08/01/2017	8/5/17 pony rides & petting zoo		\$800.00			
16272	08/14/2017	Open			Accounts Payable	1st Ayd Corporation	\$264.34		
	Invoice		Date	Description		Amount			
	PSI128996		07/19/2017	brake parts cleaner		\$264.34			
16273	08/14/2017	Open			Accounts Payable	A&W Auto, Truck & Trailer	\$390.00		
	Invoice		Date	Description		Amount			
	37396		07/20/2017	wheel		\$390.00			
16274	08/14/2017	Open			Accounts Payable	A-Creations, Inc.	\$3,195.00		
	Invoice		Date	Description		Amount			
	28273		07/14/2017	Kops N Kidz T-shirts		\$3,195.00			
16275	08/14/2017	Open			Accounts Payable	Amalgamated Bank of Chicago	\$475.00		
	Invoice		Date	Description		Amount			
	17-08-01 4008		08/01/2017	Series 2007 bond fees #4008		\$475.00			
16276	08/14/2017	Open			Accounts Payable	API Architects	\$2,715.00		
	Invoice		Date	Description		Amount			
	DA17015-3		07/31/2017	Metra Station and Shelter Remodel		\$1,865.00			
	DA17015-2		07/31/2017	Metra Station and Shelter Remodel		\$850.00			
16277	08/14/2017	Open			Accounts Payable	AT&T	\$2,589.37		
	Invoice		Date	Description		Amount			
	63025719820717		07/25/2017	630 257-1982 589 2 ruffled fthrs l/s		\$131.86			
	63025752710717		07/25/2017	630 257-5271 183 5 harpers grove l/s		\$138.63			
	63025704360717		07/25/2017	630 257-0436 056 6 glens of connemara l/s		\$139.18			
	63025759360717		07/25/2017	630 257-5936 976 9 well #4		\$143.46			
	63025722900717		07/25/2017	630 257-2290 820 6 well #3		\$198.45			
	63025795390717		07/25/2017	630 257-9539 074 6 keepataw trails l/s		\$133.87			
	63025724740717		07/25/2017	630 257-2474 474 0 p.d. backup phone line		\$321.17			
	63025752720717		07/25/2017	630 257-5272 181 8 metra station security cameras		\$148.19			
	63024304480717		07/13/2017	630 243-0448 146 1 chestnut crossing l/s		\$131.58			
	63024304590717		07/13/2017	630 243-0459 681 3 oak tree l/s		\$142.56			
	63024373750717		07/13/2017	630 243-7375 749 4 art & culture commission		\$180.46			
	63024317390717		07/13/2017	630 243-1739 155 8 well #6		\$219.27			
	63024312300717		07/13/2017	630 243-1230 805 2 eagle ridge l/s		\$138.58			
	63024314680717		07/13/2017	630 243-1468 926 9 parking garage		\$246.08			
	63024316090717		07/13/2017	630 243-1609 403 9 kohls-target l/s		\$90.10			
	63025764210717		07/25/2017	630 257-6421 123 8 well #5		\$85.93			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16278	08/14/2017	Open			Accounts Payable	Automatic Control Services	\$665.00		
	Invoice		Date	Description		Amount			
	3815		08/01/2017	Well 5 scada repair		\$665.00			
16279	08/14/2017	Open			Accounts Payable	Avalon Petroleum Company	\$6,475.73		
	Invoice		Date	Description		Amount			
	457488		07/10/2017	1800 gallons regular		\$3,973.32			
	008795		08/03/2017	1325 gallons diesel		\$2,502.41			
16280	08/14/2017	Open			Accounts Payable	Award Emblem Mfg. Co., Inc.	\$117.60		
	Invoice		Date	Description		Amount			
	400874		07/17/2017	Awards for Cruise Nights		\$117.60			
16281	08/14/2017	Open			Accounts Payable	Azavar Audit Solutions	\$2,276.25		
	Invoice		Date	Description		Amount			
	13423		08/01/2017	Aug 2017 contingency payment		\$2,276.25			
16282	08/14/2017	Open			Accounts Payable	B & W Truck Repair Inc.	\$1,259.02		
	Invoice		Date	Description		Amount			
	000050010		07/18/2017	Repair		\$1,259.02			
16283	08/14/2017	Open			Accounts Payable	Callahan Plumbing & Irrigation	\$510.00		
	Invoice		Date	Description		Amount			
	16591		07/11/2017	sprinkler repair at war memorial		\$510.00			
16284	08/14/2017	Open			Accounts Payable	Carey C. Cosentino, PC	\$254.17		
	Invoice		Date	Description		Amount			
	17-07-03		07/03/2017	Jun 2017		\$0.00			
	17-08-01		08/01/2017	Jul 2017		\$254.17			
16285	08/14/2017	Open			Accounts Payable	Castletown Homes, Inc.	\$10,375.00		
	Invoice		Date	Description		Amount			
	17-08-04		08/04/2017	escrow refund - Case 2006-08 Bella Strada		\$10,375.00			
16286	08/14/2017	Open			Accounts Payable	Chicago Street CCDD, LLC	\$240.00		
	Invoice		Date	Description		Amount			
	14393		07/31/2017	dump fees		\$240.00			
16287	08/14/2017	Open			Accounts Payable	Chief Supply/Law Enforcement Supply	\$1,108.43		
	Invoice		Date	Description		Amount			
	193012		07/19/2017	Batteries		\$1,108.43			
16288	08/14/2017	Open			Accounts Payable	Cintas Corporation	\$228.98		
	Invoice		Date	Description		Amount			
	5008408739		07/24/2017	Safety Supplies		\$116.98			
	5008408708		07/18/2017	0010696710 - first aid cabinet refill		\$112.00			
16289	08/14/2017	Open			Accounts Payable	Comcast	\$582.58		
	Invoice		Date	Description		Amount			
	17-08-9805		08/04/2017	8771 20 147 0039805 v.h. cable/internet		\$223.75			
	17-08-2700		08/04/2017	8771 20 147 0042700 p.d. cable/internet		\$358.83			
16290	08/14/2017	Open			Accounts Payable	ComEd	\$5,293.46		
	Invoice		Date	Description		Amount			
	17-07-8014		07/26/2017	3909078014 - street lights - illinois, e of stephen		\$16.59			
	17-07-0007		07/28/2017	1173160007 - street lights - talcott, e of stephen		\$114.12			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	17-08-7033		08/02/2017	2213017033	Main St lift station - bell rd, main st		\$164.12		
	17-07-4052		07/26/2017	2163104052	street lights - stephen st 1 S river		\$45.64		
	17-07-2027		07/18/2017	6235062027	street lights - 0 WS Rolling Mdw Dr		\$4,183.21		
	17-07-7008		07/28/2017	1274527008	street lights - Stephen, Sani Canal		\$4.79		
	17-07-6007		07/28/2017	7710116007	street lights - Stephen St, alley off canal		\$81.90		
	17-07-8023		07/28/2017	2124138023	street lights - 164 E Peiffer		\$34.55		
	17-07-4007		07/28/2017	2834014007	street lights - Lite Rte 25 1080 Norwalk Rd		\$400.87		
	17-07-6066		07/28/2017	1763156066	0 Main St, Stephen St (Master Acct)		\$247.67		
16291	08/14/2017	Open			Accounts Payable	Constellation Energy Services Inc	\$23,448.22		
	Invoice		Date	Description		Amount			
	8001683401		07/31/2017	0348702009	0 N New Ave - 101 Main St street light		\$306.67		
	8608574401		08/01/2017	1132881-41105			\$23,141.55		
16292	08/14/2017	Open			Accounts Payable	Cook County Recorder of Deeds	\$702.00		
	Invoice		Date	Description		Amount			
	2724302017B		05/11/2017	recordings			\$702.00		
16293	08/14/2017	Open			Accounts Payable	Cook County Treasurer	\$718.50		
	Invoice		Date	Description		Amount			
	2017-2		07/18/2017	17GM traffic signal maintenance			\$718.50		
16294	08/14/2017	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$432.72		
	Invoice		Date	Description		Amount			
	114249		07/19/2017	MWRD IICP reporting			\$222.50		
	114248		07/19/2017	Derby Rd over Pine Needles Dr Bridge			\$210.22		
16295	08/14/2017	Open			Accounts Payable	Cross Points Sales, Inc.	\$516.00		
	Invoice		Date	Description		Amount			
	32272		07/20/2017	416 Main alarm repair			\$220.00		
	32766		07/25/2017	Well 4 alarm repair			\$296.00		
16296	08/14/2017	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date	Description		Amount			
	24722		07/14/2017	August 2017 cleaning			\$3,260.00		
16297	08/14/2017	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	55515127		07/28/2017	25243175 - 08/11/17-09/10/17			\$602.00		
16298	08/14/2017	Open			Accounts Payable	Dorner Company	\$12,372.00		
	Invoice		Date	Description		Amount			
	138976-IN		07/23/2017	well #5 valve repair			\$12,372.00		
16299	08/14/2017	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date	Description		Amount			
	37038		07/26/2017	PD floor mats			\$68.10		
16300	08/14/2017	Open			Accounts Payable	ecology + vision, llc	\$1,459.28		
	Invoice		Date	Description		Amount			
	552		05/31/2017	May 2017 services			\$1,459.28		

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16301	08/14/2017	Open			Accounts Payable	Emergency Services Marketing Corp Inc	\$305.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	13660		07/06/2017	lamResponding.com subscription		\$305.00			
16302	08/14/2017	Open			Accounts Payable	G & K Services, Inc.	\$156.84		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	6028517378		07/13/2017	V.H. carpet mats		\$78.42			
	6028522704		07/27/2017	V.H. carpet mats		\$78.42			
16303	08/14/2017	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,510.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	20170382		07/27/2017	I.T. Support		\$1,510.00			
16304	08/14/2017	Open			Accounts Payable	Halper, Peggy	\$406.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0093		08/01/2017	Jul 2017 PZC meeting		\$406.00			
16305	08/14/2017	Open			Accounts Payable	Harkness, Patrick, J	\$666.60		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	17-08-01		07/25/2017	2016 propey tax rebate		\$666.60			
16306	08/14/2017	Open			Accounts Payable	Illinois State Toll Highway Authority	\$112.10		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	G123000000827		07/15/2017	tolls #183045332		\$112.10			
16307	08/14/2017	Open			Accounts Payable	IRMA	\$5,633.84		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	SALES0016266		06/30/2017	June Deductible		\$11,740.03			
	CREDIT0002207		05/31/2017	May Deductible		(\$6,106.19)			
16308	08/14/2017	Open			Accounts Payable	J. Congdon Sewer Service, Inc	\$194,139.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	16457-3SF		07/31/2017	2017 Water Main Replacement Program		\$194,139.50			
16309	08/14/2017	Open			Accounts Payable	JLT RE (North America) Inc	\$19,052.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	17-07-07		07/07/2017	Liability Insurance Policy		\$19,052.00			
16310	08/14/2017	Open			Accounts Payable	K&A Lawn Care & General Services	\$280.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2645		07/27/2017	July Quarry area		\$120.00			
	2579		07/13/2017	June Quarry area		\$160.00			
16311	08/14/2017	Open			Accounts Payable	Kelbus, Susan	\$577.59		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	17-08-01		07/28/2017	2016 propey tax rebate		\$577.59			
16312	08/14/2017	Open			Accounts Payable	Kustom Signals, Inc.	\$202.26		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	542913		07/17/2017	Radar Repair		\$202.26			
16313	08/14/2017	Open			Accounts Payable	Lacal Equipment, Inc.	\$1,293.71		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0262386-IN		08/01/2017	parts		\$893.79			
	0262359-IN		08/02/2017	parts		\$399.92			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16314	08/14/2017	Open			Accounts Payable	Lauterbach & Amen, LLP	\$2,250.00		
	Invoice		Date	Description		Amount			
	23149		07/15/2017	Actuary Report		\$2,250.00			
16315	08/14/2017	Open			Accounts Payable	Layne Christensen Company	\$43,918.50		
	Invoice		Date	Description		Amount			
	89093783		07/24/2017	Well 3 repair		\$43,918.50			
16316	08/14/2017	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	7578059		07/21/2017	046-2580918-002 copier lease		\$676.51			
	7578058		07/21/2017	046-2580918-001 copier lease		\$277.98			
16317	08/14/2017	Open			Accounts Payable	Lemont Park District	\$10,000.00		
	Invoice		Date	Description		Amount			
	72417		07/24/2017	July 3rd, 2017 Fireworks		\$10,000.00			
16318	08/14/2017	Open			Accounts Payable	Mathias, Bruce, E	\$576.99		
	Invoice		Date	Description		Amount			
	17-08-01		07/31/2017	2016 property tax rebate		\$576.99			
16319	08/14/2017	Open			Accounts Payable	Menards	\$470.22		
	Invoice		Date	Description		Amount			
	6552		05/15/2017	washers - LEMA		\$5.47			
	7389		05/29/2017	LEMA trailer supplies		\$432.41			
	7397		05/29/2017	LEMA trailer supplies		\$27.10			
	10700		07/24/2017	Materials & Supplies-maintenance, safety, hardware, uniforms		\$5.24			
16320	08/14/2017	Open			Accounts Payable	Metropolitan Industries Inc	\$2,145.00		
	Invoice		Date	Description		Amount			
	0000323713		06/27/2017	data connection fee		\$30.00			
	0000323860		06/29/2017	CM for billing errors-orig inv #s 322668 and 322860		(\$60.00)			
	0000324661		07/27/2017	data communications fee		\$30.00			
	0000324720		07/27/2017	Oak Tree LS pump repair		\$2,145.00			
16321	08/14/2017	Open			Accounts Payable	Metropolitan Mayors Caucus	\$720.00		
	Invoice		Date	Description		Amount			
	2017-135		07/31/2017	dues		\$720.00			
16322	08/14/2017	Open			Accounts Payable	Monroe Truck Equipment	\$2,840.00		
	Invoice		Date	Description		Amount			
	74789		07/26/2017	repair		\$2,840.00			
16323	08/14/2017	Open			Accounts Payable	Napa Auto Parts	\$217.54		
	Invoice		Date	Description		Amount			
	10000174815		07/24/2017	parts service		\$149.00			
	3104-635472		07/26/2017	sway bar kit		\$41.28			
	3104-635068		07/20/2017	supplies		\$27.26			
16324	08/14/2017	Open			Accounts Payable	Nicholson, Myron	\$529.62		
	Invoice		Date	Description		Amount			
	17-08-01		07/17/2017	2016 property tax rebate		\$529.62			
16325	08/14/2017	Open			Accounts Payable	Northern Illinois University	\$3,850.00		
	Invoice		Date	Description		Amount			
	PRI004389		03/10/2017	G5B70254 12/16/16-3/15/17 student intern		\$2,310.00			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	PRI004403		05/16/2017		G5B70254 3/16/17-5/15/17	student intern	\$1,540.00		
16326	08/14/2017	Open			Accounts Payable	Novotny Engineering	\$43,285.56		
	Invoice		Date		Description		Amount		
	17144-2		07/27/2017		2017 sanitary sewer		\$329.00		
	17035-4		07/27/2017		2017 resurfacing		\$16,608.33		
	16457-5		07/27/2017		2017 water main replacement		\$8,172.25		
	16439-1		07/27/2017		15900 127th St parking lot		\$150.00		
	16214-2		07/27/2017		Division, Cass, Rose Ct water		\$1,175.30		
	14267-14(FED)		07/27/2017		McCarthy Rd bike path		\$9,163.25		
	02115-68		07/27/2017		NPDES phase 2		\$590.43		
	16411		06/15/2017		739 Ledochowski St		\$243.00		
	17224-1		06/15/2017		805 Woodglen Ln retaining wall		\$81.00		
	16231-3		06/15/2017		1006 Salim Pl retaining wall		\$243.00		
	17225-1		06/15/2017		Lot 31 Ashbury Woods revised grading plan		\$243.00		
	16342-13		07/11/2017		Jun 2017 plan reviews and inspections		\$1,445.00		
	05382-36		07/27/2017		Glens of Connemara Case 2005-12		\$708.50		
	12387-24		07/27/2017		Kettering		\$75.00		
	15109-13		07/27/2017		Estates of Montefiore		\$162.00		
	15135-13		07/27/2017		Seven Oaks Townhomes		\$962.00		
	16155-2		07/27/2017		13511 & 13467 Main St info meeting		\$121.50		
	17067-3		07/27/2017		Plat of Disconnection		\$141.50		
	17185-3		07/27/2017		Derby Pines		\$1,458.00		
	17242-1		07/27/2017		Hartz		\$243.00		
	17260-1		07/27/2017		Vick Trucking (K-Five Site)		\$121.50		
	14405-11		07/27/2017		Lemont Nursing & Rehab Center		\$849.00		
16327	08/14/2017	Open			Accounts Payable	Office Depot	\$284.76		
	Invoice		Date		Description		Amount		
	929178494001		07/18/2017		cork board		\$16.49		
	944188959001		07/18/2017		5 reams 24# paper		\$31.30		
	944188958001		07/19/2017		1/3 cut folders		\$21.18		
	667		07/25/2017		office supplies		\$179.94		
	944188413001		07/18/2017		voicemail book, revised stamp		\$35.85		
16328	08/14/2017	Open			Accounts Payable	Orange Crush, LLC	\$4,136.42		
	Invoice		Date		Description		Amount		
	33132		07/20/2017		blacktop fire station alley		\$605.36		
	33467		07/22/2017		blacktop fire station alley		\$517.04		
	33959		07/27/2017		blacktop		\$1,362.16		
	33793		07/26/2017		blacktop fire station alley		\$229.08		
	34113		07/28/2017		blacktop		\$1,422.78		
16329	08/14/2017	Open			Accounts Payable	Patriot Landscape & Maintenance Inc	\$260.00		
	Invoice		Date		Description		Amount		
	3667		07/16/2017		7/15 mowing - 511 Czacki, 741 McCarthy		\$120.00		
	3622		07/12/2017		6/23 mowing - 1180 State St		\$80.00		
	3600		06/22/2017		6/21 mowing - 511 Czacki St		\$60.00		
16330	08/14/2017	Open			Accounts Payable	PCM/TigerDirect Business	\$1,366.63		
	Invoice		Date		Description		Amount		
	B04116360101		07/19/2017		computer equip		\$69.14		

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	B04154060101		07/21/2017		computer		\$1,297.49		
16331	08/14/2017	Open			Accounts Payable	Poellot, Joshua, J	\$300.00		
	Invoice		Date	Description		Amount			
	80117		08/01/2017	Jul 2016 A/V Support Services		\$300.00			
16332	08/14/2017	Open			Accounts Payable	Politza, Robert	\$608.89		
	Invoice		Date	Description		Amount			
	17-08-01		07/27/2017	2016 propey tax rebate		\$608.89			
16333	08/14/2017	Open			Accounts Payable	Proven Business Systems, LLC	\$732.93		
	Invoice		Date	Description		Amount			
	408294		07/17/2017	3727.04 - P.D. copier usage		\$732.93			
16334	08/14/2017	Open			Accounts Payable	Quaid, Deborah, L	\$626.39		
	Invoice		Date	Description		Amount			
	17-08-01		07/20/2017	2016 propey tax rebate		\$626.39			
16335	08/14/2017	Open			Accounts Payable	Quantum Marketing, LLC	\$2,246.00		
	Invoice		Date	Description		Amount			
	21450		08/01/2017	Kops N Kidz Pens		\$396.00			
	21452		08/01/2017	Kops N Kidz - Cups		\$530.00			
	21453		08/01/2017	Kops N Kidz Bags		\$1,320.00			
16336	08/14/2017	Open			Accounts Payable	Quill Corporation	\$74.46		
	Invoice		Date	Description		Amount			
	8173494		07/12/2017	VH office, breakroom supplies		\$49.47			
	8213565		07/13/2017	VH office, breakroom supplies		\$24.99			
16337	08/14/2017	Open			Accounts Payable	Rag's Electric	\$1,402.00		
	Invoice		Date	Description		Amount			
	4827-1706		06/30/2017	17GM street light maintenance		\$1,000.00			
	21297		06/22/2017	17GM street light parts		\$402.00			
16338	08/14/2017	Open			Accounts Payable	Rainbow Printing	\$195.95		
	Invoice		Date	Description		Amount			
	412642		07/24/2017	#10 utility bill envelopes		\$195.95			
16339	08/14/2017	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$1,513.62		
	Invoice		Date	Description		Amount			
	1738309-IN		07/12/2017	Safety Vest - Anderson		\$756.81			
	1738593-IN		07/13/2017	Safety Vest - Danaher		\$756.81			
16340	08/14/2017	Open			Accounts Payable	Robbins Schwartz	\$650.00		
	Invoice		Date	Description		Amount			
	275909 TKH		07/28/2017	labor attorney		\$650.00			
16341	08/14/2017	Open			Accounts Payable	Royal Plumbing, Inc.	\$323.85		
	Invoice		Date	Description		Amount			
	16869		07/21/2017	Rpz inspection VH		\$323.85			
16342	08/14/2017	Open			Accounts Payable	Ruettiger, Tonelli and Associates, Inc.	\$6,395.00		
	Invoice		Date	Description		Amount			
	17-07		07/01/2017	Jun 2017 surveys and inspections		\$6,395.00			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16343	08/14/2017	Open			Accounts Payable	Rush Truck Centers	\$85.52		
	Invoice		Date	Description		Amount			
	3007214703		07/26/2017	belt, retractor assembly		\$85.52			
16344	08/14/2017	Open			Accounts Payable	Schindler Elevator Corp.	\$7,137.70		
	Invoice		Date	Description		Amount			
	8104544763		06/01/2017	Parking Garage Elevator		\$3,466.56			
	7152562519		07/28/2017	Elevator repair 7.17.17		\$1,481.53			
	7152564619		07/31/2017	Elevator repair 7.20.17		\$2,189.61			
16345	08/14/2017	Open			Accounts Payable	Shaw Media	\$1,309.32		
	Invoice		Date	Description		Amount			
	071710074590		07/31/2017	legal notice		\$141.72			
	061710074590		06/30/2017	legal notices		\$1,167.60			
16346	08/14/2017	Open			Accounts Payable	Shred-It USA, LLC	\$40.00		
	Invoice		Date	Description		Amount			
	8122769758		07/22/2017	v. h. shredding		\$40.00			
16347	08/14/2017	Open			Accounts Payable	Snap-On Industrial	\$2,388.00		
	Invoice		Date	Description		Amount			
	20439335		07/26/2017	Shop Key		\$2,388.00			
16348	08/14/2017	Open			Accounts Payable	Southwest Central Dispatch	\$27,387.48		
	Invoice		Date	Description		Amount			
	17-07-15		07/15/2017	10-1201-513 - Aug 2017 assessment		\$27,387.48			
16349	08/14/2017	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$183.65		
	Invoice		Date	Description		Amount			
	07-1838mr		07/17/2017	6/1/17-6/30/17 plotter usage		\$13.65			
	8-08ma17		08/01/2017	Aug 2017 plotter maintenance		\$50.00			
	07-1878		07/19/2017	2017 Zoning Map copies		\$120.00			
16350	08/14/2017	Open			Accounts Payable	Szydlo, Lenore	\$562.30		
	Invoice		Date	Description		Amount			
	17-08-01		07/25/2017	2016 property tax rebate		\$562.30			
16351	08/14/2017	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$11,235.00		
	Invoice		Date	Description		Amount			
	201706		07/01/2017	Jun 2017 reviews and inspections		\$11,235.00			
16352	08/14/2017	Open			Accounts Payable	Treasurer, State of Illinois	\$1,413.78		
	Invoice		Date	Description		Amount			
	51718		07/21/2017	17GM Traffic Signal Maintenance		\$1,413.78			
16353	08/14/2017	Open			Accounts Payable	Tressler, LLP	\$25,818.18		
	Invoice		Date	Description		Amount			
	384132		08/08/2017	Jul 2017 litigation		\$18,095.61			
	384131		08/08/2017	Jul 2017 Legal		\$7,722.57			
16354	08/14/2017	Open			Accounts Payable	Tyler Technologies Inc	\$3,187.50		
	Invoice		Date	Description		Amount			
	045-196430		07/12/2017	50042 implementation & training		\$3,187.50			
16355	08/14/2017	Open			Accounts Payable	Urban Forest Management, Inc.	\$1,921.25		
	Invoice		Date	Description		Amount			
	170650		07/18/2017	Outside Services-all professional services		\$145.00			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	170652		07/18/2017		Kettering review and report		\$688.75		
	170654		07/18/2017		review and report		\$217.50		
	170655		07/18/2017		Glens of Connemara inspection and report		\$290.00		
	170656		07/18/2017		review and report		\$290.00		
	170653		07/18/2017		review and report		\$290.00		
16356	08/14/2017	Open			Accounts Payable	Village of Orland Park	\$65.00		
	Invoice		Date		Description		Amount		
	25030474		07/24/2017		Prisoner Watch		\$65.00		
16357	08/14/2017	Open			Accounts Payable	Vision Service Plan	\$1,239.00		
	Invoice		Date		Description		Amount		
	803980920		07/17/2017		Aug 2017 premiums		\$1,239.00		
16358	08/14/2017	Open			Accounts Payable	Vulcan Materials	\$1,731.14		
	Invoice		Date		Description		Amount		
	31454035		07/18/2017		17GM stone		\$114.05		
	31454034		07/18/2017		17GM stone		\$461.18		
	31459871		07/02/2017		17GM stone		\$687.84		
	31459870		07/25/2017		17GM stone		\$468.07		
16359	08/14/2017	Open			Accounts Payable	WEX Fleet Universal	\$678.38		
	Invoice		Date		Description		Amount		
	50767551		07/31/2017		retail fuel purchases		\$678.38		
16360	08/14/2017	Open			Accounts Payable	Willowbrook Ford Inc.	\$100.00		
	Invoice		Date		Description		Amount		
	6247499		07/24/2017		Warranty deductible PD0144		\$100.00		
16361	08/14/2017	Open			Accounts Payable	Petty Cash	\$344.36		
	Invoice		Date		Description		Amount		
	17-08-01		08/01/2017		replenishment		\$344.36		
16362	08/14/2017	Open			Accounts Payable	Smollen, Charlene	\$446.26		
	Invoice		Date		Description		Amount		
	17-07-24		07/24/2017		reimbursement - MCI seminar		\$446.26		
16363	08/14/2017	Open			Accounts Payable	United States Postal Service	\$3,400.00		
	Invoice		Date		Description		Amount		
	17-08-02		08/02/2017		Postage Meter Refill		\$3,400.00		
16364	08/14/2017	Open			Accounts Payable	Gerharz-Cappetta Funeral Home	\$450.00		
	Invoice		Date		Description		Amount		
	17-07-24		07/24/2017		Body Removal		\$450.00		
16365	08/14/2017	Open			Accounts Payable	Innovative Decks	\$1,000.00		
	Invoice		Date		Description		Amount		
	2017-00000434		08/03/2017		refund clean up deposit - 48 Longcove Dr		\$1,000.00		
16366	08/14/2017	Open			Accounts Payable	Jerry's Contracting & Roofing Services Inc	\$1,000.00		
	Invoice		Date		Description		Amount		
	2017-00000592		07/31/2017		refund clean up deposit - 13479 Cambridge Dr		\$1,000.00		
16367	08/14/2017	Open			Accounts Payable	Krakar, Christopher	\$1,000.00		
	Invoice		Date		Description		Amount		
	2017-00000523		08/04/2017		refund clean up deposit		\$1,000.00		

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference																														
16368	08/14/2017	Open			Accounts Payable	Preservation Services, Inc.	\$1,000.00																																
	Invoice		Date	Description		Amount																																	
	2017-00000553		07/27/2017	refund cleanup deposit - 310 Lemont St		\$1,000.00																																	
16369	08/14/2017	Open			Accounts Payable	Raincoat Roofing Systems Inc	\$1,000.00																																
	Invoice		Date	Description		Amount																																	
	2017-00000604		08/04/2017	refund clean up deposit - 12725 Bell Rd		\$1,000.00																																	
16370	08/14/2017	Open			Accounts Payable	Strube, William	\$128.00																																
	Invoice		Date	Description		Amount																																	
	17-08-07		08/07/2017	refund for amount overcharged - eligible for senior discount		\$128.00																																	
16371	08/14/2017	Open			Accounts Payable	Turner, Tom	\$96.00																																
	Invoice		Date	Description		Amount																																	
	17-07-26		07/26/2017	refund for sticker #05777 - not needed		\$96.00																																	
16372	08/14/2017	Open			Accounts Payable	Vick, Regina	\$32.00																																
	Invoice		Date	Description		Amount																																	
	17-08-04		08/04/2017	refund for sticker #06406 - not needed		\$32.00																																	
Type Check Totals:																																							
					104 Transactions		\$539,080.70																																
EFT																																							
273	07/27/2017	Reconciled		07/31/2017	Accounts Payable	Illinois Department of Revenue	\$2,500.00	\$2,500.00	\$0.00																														
	Invoice		Date	Description		Amount																																	
	4738899.1		07/27/2017	Levy Payment for vendor 316 - ID 4738899 - 271857909		\$2,500.00																																	
274	08/14/2017	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67																																
	Invoice		Date	Description		Amount																																	
	000050		07/31/2017	Jul 2017 services		\$3,336.67																																	
275	08/02/2017	Open			Accounts Payable	Illinois Department of Revenue	\$934.83																																
	Invoice		Date	Description		Amount																																	
	1-709-571-520		08/02/2017	addl 2nd qtr 17 withholding due		\$934.83																																	
276	08/02/2017	Open			Accounts Payable	Great-West Life & Annuity Insurance Co.	\$2,075.00																																
	Invoice		Date	Description		Amount																																	
	98226-01		08/02/2017	replace lost ck #5795		\$2,075.00																																	
277	08/04/2017	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$38,400.45																																
	Invoice		Date	Description		Amount																																	
	32317		07/31/2017	Jul 2017 contribution		\$38,400.45																																	
Type EFT Totals:																																							
					5 Transactions		\$47,246.95	\$2,500.00	\$0.00																														
FM-Clearing - Accounts Payable Totals																																							
<table border="1"> <thead> <tr> <th>Checks</th> <th>Status</th> <th>Count</th> <th>Transaction Amount</th> <th>Reconciled Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td>Open</td> <td>104</td> <td>\$539,080.70</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Reconciled</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Voided</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Stopped</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Total</td> <td>104</td> <td>\$539,080.70</td> <td>\$0.00</td> </tr> </tbody> </table>										Checks	Status	Count	Transaction Amount	Reconciled Amount		Open	104	\$539,080.70	\$0.00		Reconciled	0	\$0.00	\$0.00		Voided	0	\$0.00	\$0.00		Stopped	0	\$0.00	\$0.00		Total	104	\$539,080.70	\$0.00
Checks	Status	Count	Transaction Amount	Reconciled Amount																																			
	Open	104	\$539,080.70	\$0.00																																			
	Reconciled	0	\$0.00	\$0.00																																			
	Voided	0	\$0.00	\$0.00																																			
	Stopped	0	\$0.00	\$0.00																																			
	Total	104	\$539,080.70	\$0.00																																			
<table border="1"> <thead> <tr> <th>EFTs</th> <th>Status</th> <th>Count</th> <th>Transaction Amount</th> <th>Reconciled Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td>Open</td> <td>4</td> <td>\$44,746.95</td> <td>\$0.00</td> </tr> </tbody> </table>										EFTs	Status	Count	Transaction Amount	Reconciled Amount		Open	4	\$44,746.95	\$0.00																				
EFTs	Status	Count	Transaction Amount	Reconciled Amount																																			
	Open	4	\$44,746.95	\$0.00																																			

Payment Register

From Payment Date: 7/25/2017 - To Payment Date: 8/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	1	\$2,500.00	\$2,500.00	
					Voided	0	\$0.00	\$0.00	
					Total	5	\$47,246.95	\$2,500.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$583,827.65	\$0.00	
					Reconciled	1	\$2,500.00	\$2,500.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	109	\$586,327.65	\$2,500.00	
<hr/>									
Grand Totals:									
		Checks			Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$539,080.70	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	104	\$539,080.70	\$0.00	
		EFTs			Status	Count	Transaction Amount	Reconciled Amount	
					Open	4	\$44,746.95	\$0.00	
					Reconciled	1	\$2,500.00	\$2,500.00	
					Voided	0	\$0.00	\$0.00	
					Total	5	\$47,246.95	\$2,500.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$583,827.65	\$0.00	
					Reconciled	1	\$2,500.00	\$2,500.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	109	\$586,327.65	\$2,500.00	

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
July 24, 2017
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, July 24, 2017 at 7:00 p.m., with Mayor John Egofske presiding.

I. **PLEDGE OF ALLEGIANCE**

II. **ROLL CALL:** Sniegowski, Stapleton, Blatzer, Kwasneski, Maher, McClafferty ; present.

III. **CONSENT AGENDA**

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

A. Approval of Minutes

1. June 26, 2017 Village Board Meeting Minutes
2. July 17, 2017 Committee of the Whole Meeting Minutes

B. Approval of Disbursements

C. Resolution

1. Resolution R-39-17 Authorizing the Release of a Letter of Credit for the Equestrian Meadows Subdivision (Equestrian Meadows).

Roll Call: Sniegowski, Stapleton, Blatzer, Kwasneski, Maher, McClafferty; 6 ayes. Motion passed.

IV. **MAYOR'S REPORT**

- A. A new volunteer committee for the oversight of improvements and projects within the Heritage Quarry Recreational Area is forming. If you are interested in applying and have an interest in providing guidance, please obtain an application on our website or call 630-257-1590.
- B. Our condolences to the Melton and Rizzo families on their loss.
- C. The Mayor highlighted some upcoming village events: the Artisan Market, Lemont Car Show, Movies at the Park at Northview Park.
- D. Residents will have a chance to vote on the Village's Master Signage Plan at the Artisan Market, the Car Show and the Sunset Soiree.

- E. The Lemont Art & Culture Commission has a new exhibit that opened this past Friday and will run through Sept 17th.
- F. Audience participation-
 - 1. A resident (Jim Jandora, 38 Woodglen Ct) suggested for new revenue to be created by endorsing the Chicago Blaze; updating the canal beautification, and having weekend bands and entertainment.
 - 2. Jandora also suggested more share programs with other communities to save money.
 - 3. Jandora went on to suggest removing the road barrier between Fourth St and Keogh.

V. Clerk's Report

A. Correspondence

- 1. The Clerk Smollen attended the Municipal Clerks of Illinois Summer Seminar last week in Bloomington, IL, along with 41 other clerks from around the State.

B. Ordinances

- 1. Ordinance O-41-17 Amending Title 10 of the Lemont, Illinois Municipal Code (Police)(Sniegowski)(Maton) Motion by Sniegowski, seconded by Blatzer, to adopt said ordinance. Roll Call: Sniegowski, Stapleton, Blatzer, Kwasneski, Maher, McClafferty; 6 ayes. Motion passed.
- 2. Ordinance O-42-17 Authorizing Sale and Disposal of Surplus Village Property (Public Works)(Blatzer)(Pukula). Motion by Blatzer, seconded by Kwasneski, to adopt said ordinance. Roll Call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.

C. Resolutions

- 1. Resolution R-40-17 Approving the Purchase of a 2.5 Ton Dump Truck (Public Works)(Blatzer)(Pukula). Motion by Blatzer, seconded by McClafferty, to adopt said ordinance. Roll Call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.
- 2. Resolution R-41-17 Approving a Utility Easement Agreement with Commonwealth Edison Company (Public Works)(Blatzer)(Pukula) Motion by Stapleton, seconded by Blatzer, to adopt said ordinance. Roll Call: Sniegowski, Stapleton, Blatzer, Kwasneski, Maher, McClafferty; 6 ayes. Motion passed.
- 3. Resolution R-42-17 Approving a Utility Easement Agreement with Commonwealth Edison Company (Public Works)(Blatzer)(Pukula) Motion by Maher, seconded by McClafferty, to adopt said ordinance. Roll Call: Sniegowski, Stapleton, Blatzer, Kwasneski, Maher, McClafferty; 6 ayes. Motion passed.

VI. Village Administrator Report

VII. Board Reports

VIII. Staff Reports

A. Police Department

1. Chief Maton discussed the crosswalk signage: Yellow is for drivers to be cautious of Pedestrians. Red signs (State Street by St. Al's) require drivers to stop for pedestrians. Anyone who has suggestions for other crossing signage please contact the Lemont Police Department.

B. Administration

1. Next Monday is the last day to purchase Vehicle Stickers.
2. The Village is working on many of the items that Jim Jandora mentioned in the Audience Participation.
3. Jason Berry, Community Development Director, was introduced.

IX. Unfinished Business- None

X. New Business- None

XI. Motion for Executive Session- None

XIII. Action on Closed Session Item(s)- None

XIV. Motion to Adjourn

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 7:40 p.m. VV 6 ayes. Motion passed.



TO: Mayor Egofske and Village Board of Trustees
FROM: Heather Valone, Village Planner
THROUGH: Jason Berry, AICP, Community Development Director
SUBJECT: Case 2017-07 16360 New Ave. Annexation and Rezoning
DATE: August 8, 2017

SUMMARY/ BACKGROUND

John Antonopoulos, acting on behalf of the property owners Paula and Michael Yandrich, is seeking annexation to the Village of Lemont and an Annexation Agreement. The proposed Annexation Agreement incorporates the same requirements as the Pre-Annexation Agreement between the Village and the previous property owner in 2001.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan. The Comprehensive Plan map designates this area as Conventional Neighborhood (CVN). The proposed Annexation is consistent with the CVN future land use district described within the Lemont 2030 Comprehensive Plan.

BOARD ACTION REQUESTED

Conduct a public hearing on the attached Annexation Agreement.

ATTACHMENTS

1. 16360 New Avenue Annexation Agreement

1 **16360 NEW AVENUE ANNEXATION AGREEMENT**

2

3 <u>ARTICLE</u>	4 <u>TITLE</u>
5	Preamble to Annexation Agreement
6 I	Definitions
7	
8 II	Annexation Agreement
9	
10 III	Zoning, Land Use, and Development
11	
12 IV	Required Improvements
13	
14 V	Damage to Public Improvements
15	
16 VI	Land and Cash Contributions
17	
18 VII	Easements and Utilities
19	
20 VIII	Government Interests Served
21	
22 IX	Village Representations as to Further Actions
23	
24 X	Continued Effectiveness
25	
26 XI	Continuity of Obligations
27	
28 XII	Binding Effect Term and Covenants Running with the Land
29	
30 XIII	Notices
31	
32 XIV	Security Interests
33	
34 XV	Warranties and Representation
35	
36 XVI	No Waiver or Relinquishment of Right to Enforce Agreement
37	
38 XVII	Village Approval or Direction
39	
40 XVIII	Singular and Plural
41	
42 XIX	Section Headings and Sub-Headings
43	
44 XX	Recording

1		
2	XXI	Authorization to Execute
3		
4	XXII	Amendments
5		
6	XXIII	Counterparts
7		
8	XXIV	Curing Default
9		
10	XXV	Conflict Between the Text and the Exhibits
11		
12	XXVI	Severability
13		
14	XXVII	Reimbursement to Village for Legal and Other Fees / Expenses
15		
16	<u>EXHIBIT</u>	<u>TITLE</u>
17	A	Plat of Annexation
18		
19	B	Fee Contribution Schedule
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		

1
2
3 **PREAMBLE TO**
4 **ANNEXATION AGREEMENT -16360 NEW AVENUE**
5

6 **THIS ANNEXATION AGREEMENT** (hereinafter referred to as “Agreement”), is made
7 and entered into this 14 day of August, 2017, between the VILLAGE OF LEMONT, a municipal
8 corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred
9 to as “Village”), Paula and Michael Yandrich (hereinafter referred to as “Owner”). The Village
10 and the Owner are hereinafter sometimes referred to individually as a “Party” and collectively as
11 the “Parties.”
12

13 **WHEREAS**, the Owner is the owner of record of real estate (hereinafter referred to as the
14 “Territory”), comprising approximately 0.35 acres, the legal description of which is attached
15 hereto and made part hereof as **Exhibit A**, and by this reference made a part hereof; and
16

17 **WHEREAS**, the Territory legally described on **Exhibit A** hereof is contiguous to the
18 Village, is not annexed to another municipality, and may be annexed to the Village pursuant to
19 the Illinois Municipal Code, 65 ILCS 5/7-1-1 et. seq.; and
20

21 **WHEREAS**, the Owner of record of the Territory has filed a Petition for Annexation that
22 requested annexation of the Territory subject to execution of an annexation agreement acceptable
23 to the Parties; and
24

25 **WHEREAS**, the Owner and the Village agree that they will be bound by the terms of this
26 Agreement to the extent hereafter provided; and
27

28 **WHEREAS**, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/7-1-1
29 et. seq., the Corporate Authorities of the Village have taken all steps legally required, including
30 but not necessarily limited to, providing notice and a public hearing regarding the Agreement; and
31

32 **WHEREAS**, the Territory will be annexed to the Village and that upon the annexation of
33 the Territory, the Territory will be rezoned to the R-4 Single-Family Detached Residential
34 District.
35

36 **WHEREAS**, subject to the terms of this Agreement, the Village would extend its zoning,
37 building, health, and other municipal regulations and ordinances over the Territory, thereby
38 protecting the Village from possible undesirable or inharmonious use and development of
39 unincorporated areas surrounding the Village; and
40

41 **WHEREAS**, the Corporate Authorities of the Village have considered the annexation of
42 the Territory and have determined that the best interest of the Village will be met if the Territory
43 is annexed to the Village; and
44

1
2 It is understood and agreed, except as otherwise provided for herein, the UDO,
3 Building Code and all other ordinances including all fees and charges of the Village, shall not be
4 frozen during the term of this Agreement, and such ordinances, as the same may from time to
5 time be amended and enforced throughout the Village, shall apply to the Territory.
6

7
8 **IV**
9 **REQUIRED IMPROVEMENTS**

10 **Sanitary and Storm Sewers.** Owner shall be required to construct and install at its
11 expense all necessary sanitary sewers to service the Territory in accordance with the
12 Subdivision Regulations of the Village and final engineering plans approved by the Village. The
13 Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer
14 facilities of the Village and to furnish sewer service on the same basis as said services are
15 furnished to other parts of the Village. Owner agrees that no surface water is to be discharged
16 into the sanitary sewerage collection system and will make adequate provisions that this will
17 not occur. Tap-on fees required by the Village shall not be waived.
18

19 **Recapture.** Subject to Ordinance 988, approving a recapture agreement for the
20 extension of sewer mains in the vicinity of New Avenue, the Owner shall be required to pay
21 recapture fees, as established by said ordinance, for connecting the Territory to said sewer
22 mains. The Owner shall also pay 140% of the Village sanitary sewer maintenance fee,
23 currently billed at \$10.00 every two (2) months for a single-family residence.
24 Owner agrees that no surface water is to be discharged into the sanitary sewerage collection
25 system and will make adequate provisions that this will not occur. All detention areas and storm
26 sewers shall be owned and maintained by the Owner, with right of access by the Village for
27 emergency maintenance purposes.
28

29 **Streets.** All streets required have been developed and approved by the State or Cook
30 County. No additional improvements are required by the Village.
31

32 Also, The Owner shall be required to keep all public streets adjoining the Territory free
33 from mud and debris generated by any new construction activity on the Territory. Such streets
34 must be cleaned at least once a week, and more often if required by Village in its sole judgement.
35 For each day that the streets are not cleaned as required hereunder during construction, the Owner
36 shall be subject to a fine as provided in the Subdivision Regulations. If any such fine is not
37 promptly paid, the Village shall have the right to stop any and all further construction until paid.
38

39 **Sidewalks and Parkway Trees.** Owner shall be required to construct sidewalks along
40 the public rights-of-way, and to install parkway trees along the northern right-of-way of New
41 Avenue. Also, if at a future date the Village establishes a special assessment district for the
42 installment of

1 sidewalks, parkway trees or other infrastructure improvements along or near to New Avenue,
2 which includes the Territory in said district, the Owner shall not object to the establishment of
3 such a district.

4
5
6 Miscellaneous. The cost of any sidewalks and street trees to be installed on public rights
7 of way shall be included in the required letters of credit for each phase of the development of the
8 Territory, with the amounts to be computed on the same basis as the amounts to be included in
9 the letter of credit for all other public improvements for the Territory.

10
11 **V**
12 **DAMAGE TO PUBLIC IMPROVEMENTS**
13

14 The Owner shall replace and repair any damage to public improvements installed within,
15 under or upon the Territory and for any public or private property that was damaged resulting
16 from construction activities by Owner, Owner's successors or assigns and their employees,
17 agents, contractors or subcontractors during the term of this Agreement. The Owner shall have
18 no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

19
20 **VI**
21 **LAND AND CASH CONTRIBUTIONS**
22

23 **Cash Contributions.** Owner, or any successors in interest as to any portion of the
24 Territory, shall make all cash contributions required by the Cash Contribution Schedule attached
25 as **Exhibit B** hereto.

26
27 **VII**
28 **EASEMENTS AND UTILITIES**
29

30 The Owner agrees to grant to the Village, and/or obtain grants to the Village of, all
31 necessary easements on and offsite for the extension of sewer, water, street, or other utilities,
32 including cable television, or for other improvements, subject to the provisions of the UDO
33 which may serve not only the Territory, but other real estate in the general area, if requested by
34 the Village in the future. The extension of existing Village provided water and sewer services
35 shall be at the sole cost and expense of the Owner.

36
37 All such easements to be granted shall name the Village and/or other appropriate entities
38 designated by the Village as grantee there under. It shall be the responsibility of the Owner to
39 obtain all easements, both on site and off site, necessary to serve the Territory. The Village
40 agrees to cooperate and provide reasonable assistance to the Owner in the Owner's attempt to
41 obtain all easements necessary to serve the Territory, except that such reasonable assistance shall
42 not include any financial assistance or require the Village to expend any funds.

43
44 All electricity, telephone, cable television and gas lines shall be installed underground, the

1 location of which underground utilities shall be at the Owner's option, upon approval of the
2 respective utility company.

3
4 **VIII**
5 **GOVERNMENT INTERESTS SERVED**
6

7 The Owner agrees that any and all contributions and easements provided for in this
8 Agreement substantially advance legitimate governmental interests of the Village and other local
9 taxing bodies, including but not limited to, providing its residents with access to and use of
10 public facilities, libraries, schools, parks and recreational facilities, police protection, and
11 emergency services. The Owner further agrees that the contributions and easements required by
12 this Agreement are uniquely attributable to, reasonably related to, and made necessary by the
13 development of the Territory.

14
15 **IX**
16 **VILLAGE REPRESENTATIONS AS TO FURTHER ACTIONS**

17 The Village shall take all actions required and necessary to enable the Village to fully
18 carry out and perform the terms, covenants, agreements, duties, and obligations created and
19 imposed by the terms and provisions hereof.

20
21 **X**
22 **CONTINUED EFFECTIVENESS**
23

24 The R-4 Single-Family Residential Zoning District classification for the Territory shall
25 remain in effect throughout the Term of this Agreement.

26
27 **XI**
28 **CONTINUITY OF OBLIGATIONS**
29

30 Notwithstanding any provisions of this Agreement to the contrary including but not
31 limited to the sale and/or conveyance of all or any part of the Territory by the Owner, the Owner
32 shall at all times during the term of this Agreement remain liable to the Village for the faithful
33 performance of all obligations imposed upon them by this Agreement until such obligations have
34 been fully performed or until the Village has otherwise released the Owner from any or all such
35 obligations.

36
37 **XII**
38 **BINDING EFFECT TERM AND COVENANTS RUNNING WITH THE LAND**
39

40 This Agreement shall remain in effect for a term of twenty (20) years as may be extended
41 by any amendment hereto and shall be binding upon and insure to the benefit of the Parties
42 hereto, successor owners of record of the Territory, and their respective assignees, lessees, and

1 upon any successor municipal authorities of said Village and successor municipalities, for a
2 period of twenty (20) years from the date of the execution of this Agreement.
3

4 The terms and conditions of this Agreement relative to the payment of monies to the
5 various Village recapture funds, contributions to the Village construction and/or dedication of
6 public improvements, granting of easements to the Village, dedication of rights-of-way to the
7 Village and the development standards established herein shall constitute covenants which shall
8 run with the land.
9

10 It is further agreed that any party to this Agreement, either in law or in equity, by suit,
11 action, mandamus, or other proceeding may enforce or compel the performance of this
12 Agreement, or have other such relief for the breach thereof as may be authorized by law or that
13 by law or in equity is available to them.
14

15 **XIII**
16 **NOTICES**
17

18 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
19 and shall be personally delivered to or mailed by United States Postal Service certified mail,
20 postage prepaid and return receipt requested, as follows:
21

22 For the Village:

23
24 Village President
25 418 Main Street
26 Lemont, IL 60439
27

28 and

29
30 Village Clerk
31 418 Main Street
32 Lemont, IL 60439
33

34 and

35
36 Village Administrator
37 418 Main Street
38 Lemont, IL 60439
39

40 For Owner:

41
42 Paula and Michael Yandrich
43 16360 New Ave.
44 Lemont, IL 60439
45

1 With copy to:

2
3 Antonopoulos and Virtel, PC
4 15419 127th St.
5 Suite 100
6 Lemont IL, 60439
7

8 **XIV**
9 **SECURITY INTERESTS**

10
11 The Owner shall provide the Village with evidence satisfactory to the Village that any
12 mortgage, lien or any security interest, affecting title to the Territory or any part thereof are
13 subject to this Agreement; and
14

15 If there are no mortgages, liens, or other security interests affecting title to the Territory
16 or any part thereof, then the Owner shall affirmatively state so in said Petition(s) for Annexation,
17 or by Affidavit as well as providing a written Title Commitment to the Territory.
18

19 **XV**
20 **WARRANTIES AND REPRESENTATION**

21
22 A. Owner.

23
24 The Owner represents and warrants to the Village as follows:

25
26 That Owner is the Owner as legal title holder of the Territory; and
27

28 That the Owner proposes to develop the Territory in the manner contemplated under this
29 Agreement; and
30

31 That other than the Owner, no other entity or person has any interest in the
32 Territory as herein proposed; and
33

34 The Owner has done all things necessary and convenient and otherwise has fully
35 complied with all applicable Illinois law in the annexation and rezoning of the property described
36 in this Agreement.
37

38 This Agreement is binding on and enforceable against the Owner who is signatory to this
39 Agreement according to its terms.
40

41 That the Owner has provided the legal description of the Territory set forth in this
42 Agreement and the attached exhibits and that said legal description and exhibits are accurate and
43 correct, to the best of the Owner's knowledge.
44

45 B. Village.

1
2 The Village represents and warrants as follows:
3

4 1. The Village is an Illinois Non-Home Rule Municipal Corporation.
5

6 2. Under Illinois Law, it has the authority to enter into this Annexation Agreement.
7

8 3. This Agreement was authorized and approved by the Village's Corporate Authorities
9 at a public regular meeting held on August 14, 2017 and conducted in conformance with the
10 Illinois Open Meeting Law.
11

12 4. The Village's Corporate Authorities held a duly noticed Public Hearing on this
13 Agreement on August 14, 2017 as required by law, which was conducted in conformance with
14 Illinois Law.
15

16 5. This Agreement is binding and enforceable against the Village which is signatory to
17 this Agreement and is enforceable according to its terms.
18

19 The representations and warranties contained in Section XV and this Agreement
20 generally are intended by the signatory parties to be relied upon by any third parties who may or
21 could benefit by or under the terms of this Agreement.
22

23 **XVI**

24 **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT**

25

26 Failure of any party to this Agreement to insist upon the strict and prompt performance of
27 the terms covenants, agreements, and conditions herein contained, or any of them, upon any
28 other party imposed, shall not constitute or be construed as a waiver or relinquishment of any
29 party's right thereafter to enforce any such term, covenant, agreement or condition, but the same
30 shall continue in full force and effect.
31

32 **XVII**

33 **VILLAGE APPROVAL OR DIRECTION**

34

35 Where Village approval or direction is required by this Agreement, such approval or
36 direction means the approval or direction of the Corporate Authorities of the Village unless
37 otherwise expressly provided or required by law, and any such approval may be required to be
38 given only after and if all requirements for granting such approval have been met, unless such
39 requirements are inconsistent with this Agreement. No approval sought by Owner or Township
40 shall be unreasonably withheld or denied.
41

1
2
3
4
5
6
7
8
9

XVIII
SINGULAR AND PLURAL

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

10
11
12
13
14
15
16
17
18
19
20
21
22

XIX
SECTION HEADINGS AND SUB-HEADINGS

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

XX
RECORDING

A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner within thirty (30) days after the execution hereof.

XXI
AUTHORIZATION TO EXECUTE

The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities of Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective Parties.

XXII
AMENDMENTS

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless in writing and signed by the parties hereto or their successors or assigns. However, this Agreement may be amended as to any portion of the Territory only by an Amendment executed by the Village and by the owners of record, of such portions of the Territory.

XXIII
COUNTERPARTS

1 This Agreement may be executed in two or more counterparts, each of which taken
2 together, shall constitute one and the same instrument.

3
4 **XXIV**
5 **CURING DEFAULT**
6

7 It is understood by the Parties hereto that time is of the essence of this Agreement. The
8 Parties reserve a right to cure any default hereunder within fifteen (15) business days from
9 written notice of such default.

10
11 **XXV**
12 **CONFLICT BETWEEN THE TEXT AND EXHIBITS**
13

14 In the event of a conflict in the provisions of the text of this Agreement and the Exhibits
15 attached hereto, the text of the Agreement shall control and govern.

16
17 **XXVI**
18 **SEVERABILITY**
19

20 If any provision of this Agreement is held invalid by a court of competent jurisdiction or
21 in the event such court shall determine that the Village does not have the power to perform any
22 such provisions, such provision shall be deemed to be excised here from and the invalidity
23 thereof shall not affect any of the other provisions contained herein, and such judgment or decree
24 shall relieve the Village from performance under such invalidity thereof shall not affect any of
25 the other provisions contained herein, and such judgment or decree shall relieve the Village from
26 performance under such invalid provision of this Agreement.

27
28 **XXVII**
29 **REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES**
30

31 **To Effective Date of Agreement.** The Owner shall reimburse the Village for the
32 following expenses incurred in the preparation and review of this Agreement, and any
33 ordinances, letters of credits, plats, easements or other documents relating to the Territory:

34
35 Miscellaneous Village expenses, such as, but not limited to, legal publication costs,
36 recording fees, and copying expenses.

37
38 **From and After Effective Date of Agreement.** Except as provided in the paragraph
39 immediately following this paragraph, upon demand by Village made by and through its
40 President, the Owner from time to time shall promptly reimburse Village, for all enumerated
41 reasonable attorney's fees and costs incurred by Village in the administration of the Agreement
42 and out of pocket expenses involving various and sundry matters such as, but not limited to,
43 preparation and publication, if any, of all notices, resolutions, ordinances, and other documents
44 required hereunder.

1 Such costs and expenses incurred by the Village in the administration of the Agreement
2 shall be evidence to the Owner upon its request, by a sworn statement of the Village; and such
3 costs and expenses may be further confirmed by the Owner at its option from additional
4 documents relevant to determining such costs and expenses as designated from time to time by
5 the Owner.
6

7 Owner shall in no event be required to reimburse Village or pay for any expenses or costs
8 of Village as aforesaid more than once, whether such are reimbursed or paid through special
9 assessment proceedings, through fees established by Village ordinances or otherwise.
10

11 In the event that any third party or parties institute any legal proceedings against the
12 Owner and/or the Village, which relate to the validity or any terms of this Agreement or the
13 Annexation of the Territory to the Village, then, in that event, the Owner, upon written notice
14 from Village, shall assume, fully and vigorously, the entire defense of such lawsuit and the
15 expenses of whatever nature relating thereto, provided, however:
16

17 The Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue
18 any available avenue of appeal of any adverse judgment, without the approval of the Village,
19 which approval shall not be unreasonably withheld; and
20

21 If the Village, in its sole discretion, determines there is or may probably be a conflict of
22 interest between the Village and the Owner, on an issue of importance to the Village having a
23 potentially substantial adverse effect on the Village, then the Village shall have the option of
24 being represented by its own legal counsel. In the event the Village exercises such option, then
25 the Owner shall reimburse the Village from time to time on written demand from the President of
26 the Village and notice of the amount due for any expenses, including but not limited to court
27 costs, reasonable attorney’s fees and witnesses’ fees and other expenses of litigation, incurred by
28 the Village in connection therewith.
29

30 In the event the Village institutes legal proceedings against the Owner for violation of
31 this Agreement, and secured a judgment in its favor, or by settlement, the Owner shall pay all
32 expenses of such legal proceedings incurred by the Village, including but not limited to, the
33 court costs and reasonable attorney’s fees, etc., incurred by the Village in connection therewith.
34

35
36 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day
37 and year first above written.
38

39 VILLAGE OF LEMONT
40 an Illinois Municipal Corporation

41
42
43 By: _____
44 Village President
45

ATTEST:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

By: _____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Village of Lemont, and _____, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____ 20_____

Notary Public

My commission expires on _____, 20____.
Owner:

1 Paula Yandrich

2

3

4 By: _____

5 Its: _____

6

7 Michael Yandrich

8

9

10 By: _____

11 Its: _____

12

13

NOTARY CERTIFICATES

14

15

16 **STATE OF _____)**

17 **) SS**

18 **COUNTY OF _____)**

19

20 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
21 CERTIFY that _____, personally known to me to be
22 _____ of Intrepid Investment Partners-Lion’s Park, LLC, and the same person
23 whose names is subscribed to the foregoing instrument appeared before me this day in person
24 and acknowledged that they signed and delivered the said instrument as their own free and
25 voluntary act for the uses and purposes therein set forth.

26

27 GIVEN under my hand and official seal, this _____ day of _____, 20__

28

29 My commission expires on _____, 20__.

30

31 _____

32 Notary Public

33

34 **) SS**

35 **COUNTY OF _____)**

36

37 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
38 CERTIFY that _____, personally known to me to be
39 _____ of Intrepid Investment Partners-Lion’s Park, LLC, and the same person
40 whose names is subscribed to the foregoing instrument appeared before me this day in person
41 and acknowledged that they signed and delivered the said instrument as their own free and
42 voluntary act for the uses and purposes therein set forth.

43

44 GIVEN under my hand and official seal, this _____ day of _____, 20__

45

1 My commission expires on _____, 20____.

2

3

4

Notary Public

Exhibit B Annexation Agreement
Fee Contribution Schedule

<u>Contributed to/for</u>	
Lemont Fire	
Protection District	\$ 100.00
Public Safety	\$ 1,000.00
Annexation Fee	\$ 125.00
Recapture Fee	\$ 1,509.60
Total	\$ 2,734.60

The recapture fees may be amended pursuant to Ordinance O-32-15

TO: Mayor John Egofske
Village Board of Trustees

FROM: Linda Molitor, Executive Assistant / CRM

SUBJECT: Amending Chapter 5.04, Liquor License of the Lemont Municipal Code

DATE: August 14, 2017

SUMMARY/ BACKGROUND

Canal Street Pub, Inc., will have a change of ownership effective September 1, 2017. The purchasing owner wishes to keep the establishment name the same, and is therefore purchasing the Corporate Name of “Canal Street Pub, Inc. “

The current owner of Canal Street Pub, Inc., will surrender their previously issued liquor license, thereby decreasing the number of Class A-1 liquor licenses by one. Upon the takeover of the new ownership, the Village will issue a Class A-1 liquor license to the new owner, thereby increasing the number of Class A-1 liquor licenses by one.

The number of Class A-1 liquor licenses will remain unchanged in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees.

STAFF RECOMMENDATION

Recommend approval of the Ordinance Amending Lemont Municipal Code Chapter 5.04: Liquor Licenses (Decreasing and Issuing Class A-1 Liquor License) for Canal Street Pub, Inc.

BOARD ACTION REQUESTED

Motion and adoption of the attached Ordinance.

ATTACHMENTS

Ordinance Amending Lemont Municipal Code Chapter 5.04: Liquor Licenses (Decreasing and Issuing Class A-1 Liquor License).

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04: LIQUOR LICENSES
(Decreasing and Issuing Class A-1 Liquor License)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF AUGUST, 2017**

**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 14th day of August, 2017**

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04: LIQUOR LICENSES
(Decreasing and Issuing Class A-1 Liquor License)**

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

WHEREAS, Canal Street Pub, Inc., operating at 309 Canal Street, had previously applied for and was issued a Class A-1 Liquor License by the Village; and,

WHEREAS, Canal Street Pub, Inc., will sell its business, thereby surrendering the liquor license previously issued by the Village; and,

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to decrease the number of Class A-1 liquor licenses granted; and,

WHEREAS, Canal Street Pub, Inc., operating at 309 Canal Street, has applied for a Class A-1 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and,

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class A-1 liquor licenses granted.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Lemont, Illinois:

SECTION 1: The above recitals are incorporated in this ordinance as if fully set forth.

SECTION 2: The number of Class A-1 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees, remains unchanged.

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

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

SECTION 5: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14th DAY OF AUGUST, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

TO: Village Board
FROM: Chief Marc R. Maton
THROUGH: Village Administrator George Schafer
SUBJECT: Parking Restrictions McCarthy Road
DATE: August 14, 2017

SUMMARY/BACKGROUND

Lemont PD has received a request from Administrators at Lemont High School District 210 to restrict corner parking on the feeder streets to McCarthy Road. Additionally, numerous complaints have been received by residents in the area about high school students parking close to corners and obstructing motorist view of cross traffic.

Responding to public complaints and in interest of public safety, the Lemont Police Department has recommended restricted parking from the 400 to the 1000 block of McCarthy Road. Vehicles traversing from arterial streets (Julia St., Grant St., Holmes St., Fremont St., McCarthy St., Ledochowski St., Czacki St. & Church St.) onto McCarthy Road experience an obstructed view from vehicles parked along McCarthy Road. Contributing factors include the curve of McCarthy Road and the grade of the arterial streets.

ANALYSIS

Consistency with Village Policy

An analysis of previous calendar year traffic crash data revealed that six crashes occurred in 2016 attributable to restricted vision along McCarthy Road. A Lemont squad car was also involved in a crash recently at Holmes and McCarthy.

Staff analyzed the intersections of the arterial streets and McCarthy Road. Staff utilized a Department SUV as a test vehicle, which sits higher than the typical sedan. It was apparent even with the additional height of the SUV that the view was completely obstructed by vehicles parking on McCarthy Road. Measurements were taken from vehicles traversing the arterial streets to the recommended safe parking distance on McCarthy Road. Staff determined that parking would need to be restricted at least 50 feet from each corner to provide adequate visibility based upon the posted speed of 25 MPH, and restricted 75 feet for ideal visibility. The additional parking restrictions would provide motorists have enough visibility to safely negotiate McCarthy Road.

Budget (if applicable).

STAFF RECOMMENDATION

Staff recommends Amending Ordinance 10.16.050 No-parking areas designated to restrict parking 50 feet from each corner along designated intersections in the McCarthy Road Corridor.

BOARD ACTION REQUESTED

Authorization to amend Ordinance 10.16.050.

ATTACHMENTS

1. Overview Map
2. McCarthy Road Safety Improvement Plan
3. Amendment to 10.16.050 No-parking areas designated.



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Amending Title 10 of the
Lemont, Illinois Municipal Code**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF August, 2017**

**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 14 day of August, 2017.**

ORDINANCE NO. _____

**An Ordinance Amending Title 10 of the
Lemont, Illinois Municipal Code**

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

WHEREAS, the Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Title 10 of the Village Code in the manner set forth below;

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 statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION 2: The Village Code, as amended, is hereby further amended in Title 10, Vehicles and Traffic, by amending Section 10.16.050 No Parking Areas Designated, by adding subparagraph (19) through (32) so that the same shall be read as follows:

10.16.50 -parking areas designated. (amendment)

- (19) McCarthy Road, northside, from Fremont Street to 50’ west of the intersection.
- (20) McCarthy Road, northside, from Holmes Street to 50’ west of the intersection.
- (21) McCarthy Road, northside, from Holmes Street to 50’ east of the intersection.
- (22) McCarthy Road, northside, from Grant Street to 50’ west of the intersection.
- (23) McCarthy Road, northside, Grant Street to 50’ east of the intersection.
- (24) McCarthy Road, northside, from the 50 to the 1000 block.
- (25) McCarthy Road, southside, from Stephen Street to Church Street;
- (26) McCarthy Road, southside, from Church Street to 50’ east of the intersection.
- (27) McCarthy Road, southside, from Czacki Street to 50’ west of the intersection.
- (28) McCarthy Road, southside, from Czacki Street to 50’ east of the intersection.
- (29) McCarthy Road, southside, from Ledochowski Street to 50’ west of the intersection.
- (30) McCarthy Road, southside, from Ledochowski Street to 50’ east of the intersection.
- (31) McCarthy Road, southside, from McCarthy Street to 50’ west of the intersection.
- (32) McCarthy Road, southside, from McCarthy Street to Houston Street;

SECTION 3: Appropriate signs shall be erected informing the public that parking is prohibited as provided herein.

SECTION 4: The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14TH DAY OF August, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Jason Berry, AICP, Community Development Director
SUBJECT: Case 2017-04 2 W. Wend St. Fence Variation
DATE: July 27, 2017

SUMMARY/ BACKGROUND

Steffanie and Kate Davis, owners of the subject property, are requesting approval of a variation to the Lemont Unified Development Ordinance (UDO) section 17.12.030. The requested variation is to allow construction of a six-foot tall vinyl privacy fence sixteen (16) ft. into a corner side yard (17.5 ft. from house).

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan. The Comprehensive Plan map designates this area as Infill Development (INF). The proposed variation does not impact the INF future land use district described within the Lemont 2030 Comprehensive Plan.

STAFF RECOMMENDATION

Staff is recommending approval of the variation with a six (6) foot encroachment into the corner side yard setback. The Planning and Zoning Commission vote 3-2 in a failed motion to recommend a 16 ft. variation.

BOARD ACTION REQUESTED

Motion and approval of the attached ordinance.

ATTACHMENTS

1. An Ordinance Granting a Variation To §17.12.030.A of The UDO to Allow for a Fence to Locate Within A Corner Side Yard Setback at 2 W. Wend Street In Lemont, IL (sixteen (16) foot encroachment into side yard setback)
2. An Ordinance Granting a Variation To §17.12.030.A of The UDO to Allow for a Fence to Locate Within A Corner Side Yard Setback at 2 W. Wend Street In Lemont, IL (six (6) foot encroachment into side yard setback)

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO §17.12.030.A OF THE UDO TO
ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE YARD SETBACK
AT 2 W. WEND STREET IN LEMONT, IL**

(2 W. Wend Sixteen (16) Foot Encroachment Corner Side Yard Fence Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 14th Day of August, 2017**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
August, 2017.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO §17.12.030.A OF THE UDO TO ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE YARD SETBACK AT 2 W. WEND STREET IN LEMONT, IL

(2 W. Wend Sixteen (16) Foot Encroachment Corner Side Yard Fence Variation)

WHEREAS, Steffanie and Kate Davis, (herein after referred to as “the Petitioner”) are the owners of the property at 2 W. Wend Street in Lemont (PIN 22-29-319-016-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance (“UDO”) seeking a variation from the §17.12.303A of the UDO to allow fence to locate within the twenty-five foot corner side setback; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on June 21, 2017 and voted 3-2 in a failed motion to recommend approval of the requested variation; and

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

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt 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: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Variation. A variation is granted from §17.12.030A (Figure 17-12-02) of the UDO to allow a fence to be constructed sixteen (16) feet within the corner side setback on the Subject Property, consistent with Exhibit C.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 14th DAY OF AUGUST, 2017.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Ryan Kawsneski				
Dave Maher				
Ken McClafferty				
Rick Sniegowski				
Ron Stapleton				

Approved by me this 14th day of August, 2017

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

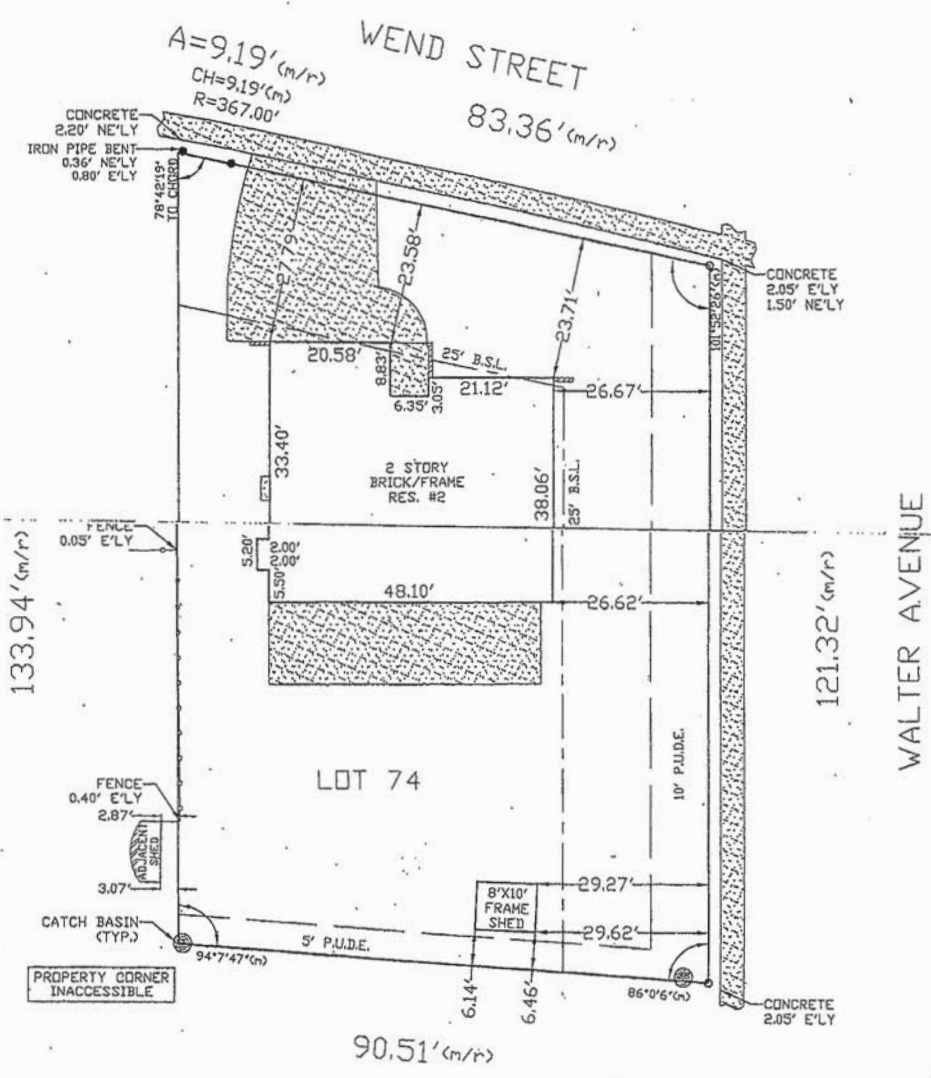
Associated Surveying Group, LLC

Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 74 IN ALPINE ESTATES SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 810 FEET OF THE NORTH 325 FEET THEREOF) AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 489 FEET OF THE SOUTH 934 FEET THEREOF) ALL IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE 1" = 20'



State of Illinois }
County of Will } SS

I, Michael G. Hervey, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 28TH day of JUNE, A.D., 2016,
at Bolingbrook, Illinois.

FIELDWORK DATE: JUNE 24, 2016

Michael G. Hervey
Illinois Professional Land Surveyor No. 35-002900
License Expires: November 30, 2016

CLIENT: HENSLEY

FOR NO. 77089-16

- LEGEND:**
- ASPHALT
 - WALL
 - WOOD/PVC
 - IRON PIPE
 - IRON PIPE
 - PIPE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - ALL OTHER FENCE TYPES
 - BRICK
 - CONCRETE
 - ENCLOSED COVERED
 - IRON PIPE
 - REBAR/ROD
 - PK NAILS AS NOTCH
 - CROSS
 - NOTCH
- ABBREVIATIONS:**
 A = ARC LENGTH
 R = RADIUS
 NLY = NORTHERLY
 SLY = SOUTHERLY

EXHIBIT B

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Residential.
2. The request is consistent with the surrounding land uses.
3. The requested variation substantially meets the standards for granting variations.

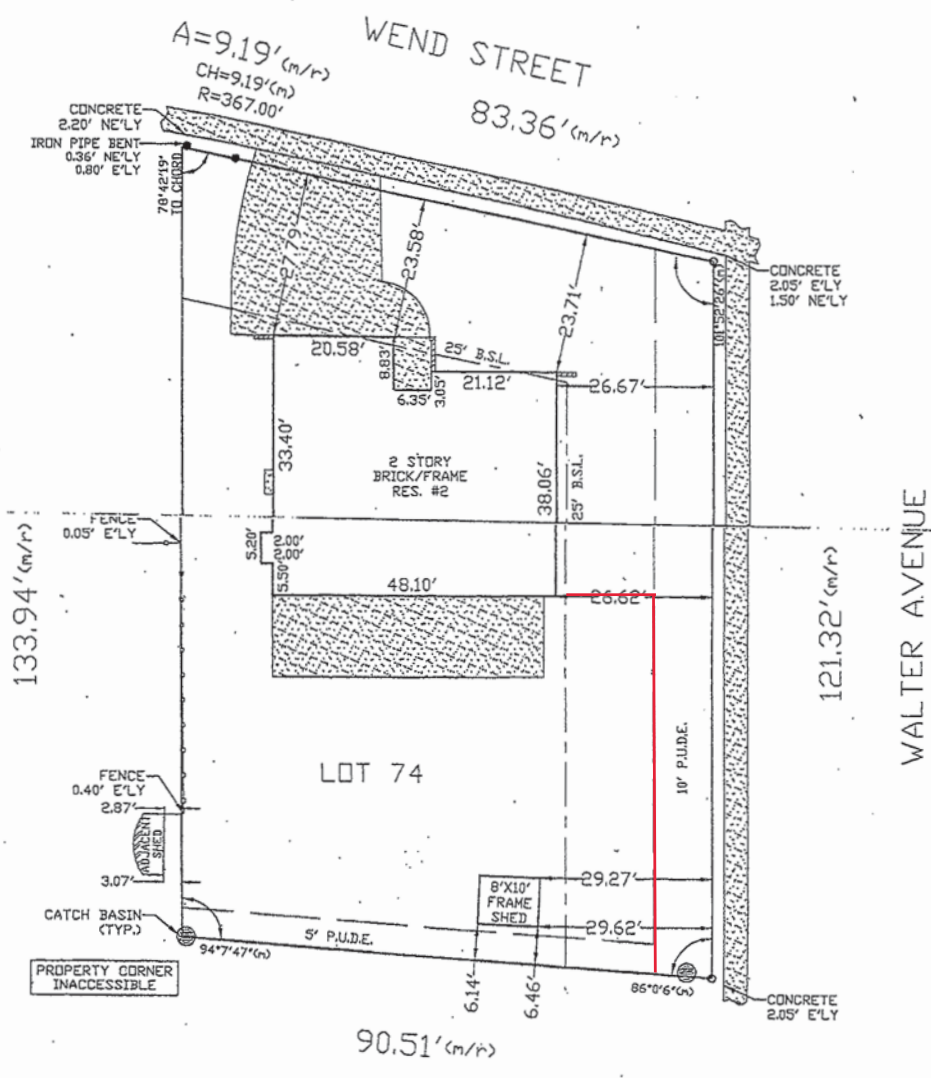
Associated Surveying Group, LLC

Illinois Prof. Design Firm No. 184-004973
 P.O. Box 810 Bolingbrook, IL 60440
 PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 74 IN ALPINE ESTATES SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 810 FEET OF THE NORTH 325 FEET THEREOF) AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 489 FEET OF THE SOUTH 934 FEET THEREOF) ALL IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE 1" = 20'



State of Illinois }
 County of Will } SS

I, Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 28TH day of JUNE, A.D., 2016, at Bolingbrook, Illinois.

FIELDWORK DATE: JUNE 24, 2016

Michael G. Herwy
 Illinois Professional Land Surveyor No. 35-002900
 License Expires: November 30, 2016

CLIENT: HENSLEY

MAP NO. 77089-16

LEGEND:

	ASPHALT		BRICK
	WALL		CONCRETE
	WOOD/ PVC		ENCLOSED COVERED
	SET		IRON PIPE
	IRON PIPE		REBAR/ROD
	PIPE		CROSS
	PK NAILS AS NOTCH		NOTCH
	CHAIN LINK FENCE		WOOD FENCE
	WOOD FENCE		ALL OTHER FENCE TYPES

ABBREVIATIONS:
 A = ARC LENGTH
 R = RADIUS
 NLY = NORTHERLY
 SLY = SOUTHERLY

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO §17.12.030.A OF THE UDO TO
ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE YARD SETBACK
AT 2 W. WEND STREET IN LEMONT, IL**

(2 W. Wend Six (6) Foot Encroachment Corner Side Yard Fence Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 14th Day of August, 2017**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
August, 2017.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO §17.12.030.A OF THE UDO TO ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE YARD SETBACK AT 2 W. WEND STREET IN LEMONT, IL

(2 W. Wend Six (6) Foot Encroachment Corner Side Yard Fence Variation)

WHEREAS, Steffanie and Kate Davis, (herein after referred to as “the Petitioner”) are the owners of the property at 2 W. Wend Street in Lemont (PIN 22-29-319-016-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance (“UDO”) seeking a variation from the §17.12.303A of the UDO to allow fence to locate within the twenty-five foot corner side setback; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on June 21, 2017 and voted 3-2 in a failed motion to recommend approval of the requested variation; and

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

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt 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: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Variation. A variation is granted from §17.12.030A (Figure 17-12-02) of the UDO to allow a fence to be constructed six (6) feet within the corner side setback on the Subject Property, consistent with Exhibit C.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 14th DAY OF AUGUST, 2017.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Ryan Kawsneski				
Dave Maher				
Ken McClafferty				
Rick Sniegowski				
Ron Stapleton				

Approved by me this 14th day of August, 2017

JOHN EGOFSKE, Village President

Attest:

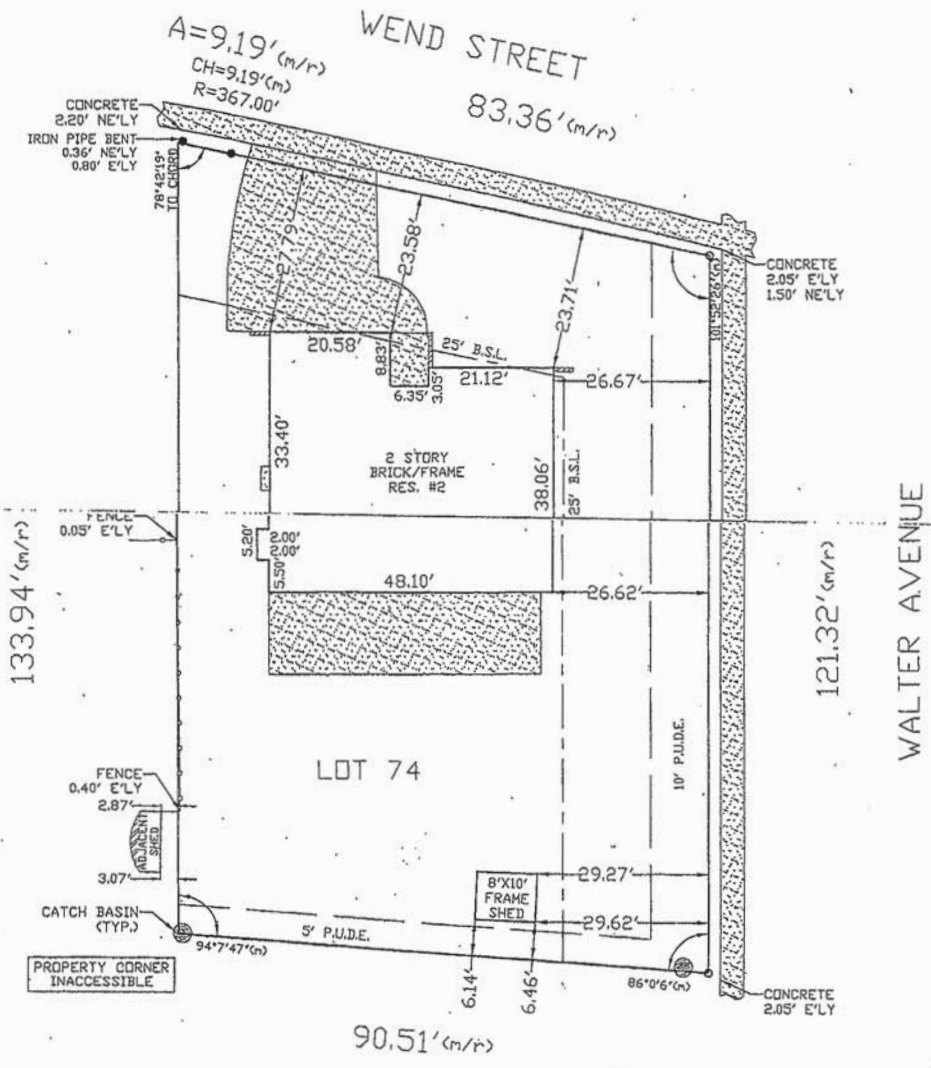
CHARLENE M. SMOLLEN, Village Clerk

Associated Surveying Group, LLC
 Illinois Prof. Design Firm No. 184-004973
 P.O. Box 810 Bolingbrook, IL 60440
 PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 74 IN ALPINE ESTATES SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 810 FEET OF THE NORTH 325 FEET THEREOF) AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 489 FEET OF THE SOUTH 934 FEET THEREOF) ALL IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE 1" = 20'



MICHAEL G. HERVY
 25-2200
 PROFESSIONAL
 LAND
 SURVEYOR
 STATE OF
 ILLINOIS
 BOLINGBROOK, IL

State of Illinois }
 County of Will } SS
 I, Michael G. Hervey, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 28TH day of JUNE, A.D., 2016,
 at Bolingbrook, Illinois.
Michael G. Hervey
 Illinois Professional Land Surveyor No. 35-002900
 License Expires: November 30, 2016

FIELDWORK DATE: JUNE 24, 2016
 CLIENT: HENSLEY
 JOB NO. 77089-16

- LEGEND:**
- ASPHALT
 - BRICK
 - WALL
 - CONCRETE
 - WOOD/ PVC
 - ENCLOSED COVERED
 - SET
 - IRON PIPE
 - REBAR/ROD
 - CROSS
 - PIPE
 - PK NAILS AS NOTCH
 - CHAIN LINK FENCE
 - WOOD FENCE
 - ALL OTHER FENCE TYPES
- ABBREVIATIONS:**
 A = ARC LENGTH
 R = RADIUS
 NLY = NORTHERLY
 SLY = SOUTHERLY

EXHIBIT B

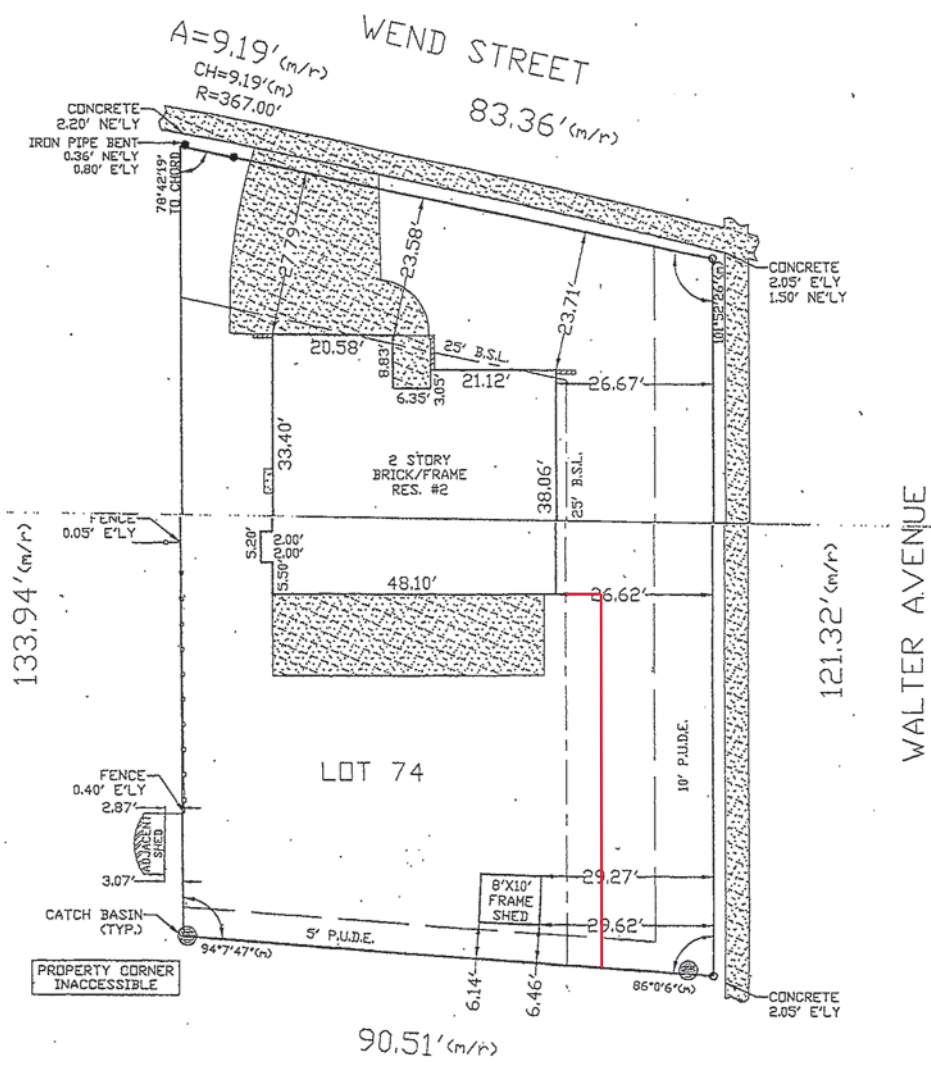
FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Residential.
2. The request is consistent with the surrounding land uses.
3. The requested variation substantially meets the standards for granting variations.

Associated Surveying Group, LLC
 Illinois Prof. Design Firm No. 184-004973
 P.O. Box 810 Bolingbrook, IL 60440
 PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 74 IN ALPINE ESTATES SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 810 FEET OF THE NORTH 325 FEET THEREOF) AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 489 FEET OF THE SOUTH 934 FEET THEREOF) ALL IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



State of Illinois }
 County of Will } SS
 I, Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 28TH day of JUNE, A.D., 2016, FIELDWORK DATE: JUNE 24, 2016
 at Bolingbrook, Illinois.

Michael G. Herwy
 Illinois Professional Land Surveyor No. 35-002900
 License Expires: November 30, 2016

CLIENT: HENSLEY

MAP NO. 77089-16

- LEGEND:**
- ASPHALT
 - BRICK
 - WALL
 - CONCRETE
 - WOOD/PVC
 - ENCLOSED COVERED
 - SET IRON PIPE
 - IRON PIPE REBAR/ROD
 - CROSS NOTCH
 - PIPE PK NAILS AS NOTCH
 - CHAIN LINK FENCE
 - WOOD FENCE
 - ALL OTHER FENCE TYPES
- ABBREVIATIONS:**
 A = ARC LENGTH
 R = RADIUS
 N'LY = NORTHERLY
 S'LY = SOUTHERLY



TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Jason Berry, AICP, Community Development Director
SUBJECT: Case 2017-07 16360 New Ave. Annexation and Rezoning
DATE: July 27, 2017

SUMMARY/ BACKGROUND

John Antonopoulos, acting on behalf of the property owners Paula and Michael Yandrich, is seeking annexation to the Village of Lemont and Rezoning to R-4 Single-Family Detached Residential District.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan. The Comprehensive Plan map designates this area as Conventional Neighborhood (CVN). The proposed Annexation and Rezoning are consistent with the CVN future land use district described within the Lemont 2030 Comprehensive Plan.

STAFF RECOMMENDATION

Staff and the PZC are recommending approval of the Annexation and Rezoning.

BOARD ACTION REQUESTED

Motion and approval of the attached ordinances.

ATTACHMENTS

1. An Ordinance Authorizing the Execution of an Annexation Agreement for 0.35 Acres Located at 16360 New Avenue, in Lemont, Illinois
2. An Ordinance Annexing to the Village of Lemont Approximately 0.35 Acres Located at 16360 New Avenue in Lemont, IL

3. An Ordinance Amending the Zoning Map of the Village of Lemont From R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District at 16360 New Avenue in Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT FOR 0.35 ACRES LOCATED AT 16360 NEW AVENUE, IN LEMONT,
ILLINOIS**

(16360 New Avenue)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF AUGUST, 2017**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois, this 14th day of
August, 2017.**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR 0.35 ACRES LOCATED AT 16360 NEW AVENUE, IN LEMONT, ILLINOIS

(16360 New Avenue)

WHEREAS, the Village of Lemont desires to enter into an Annexation Agreement with Paula and Michael Yandrich for the subject property described in Exhibit A attached hereto.

WHEREAS, Paula and Michael Yandrich are the owners of the territory subject to said Annexation Agreement. Paula and Michael Yandrich are ready, willing and able to enter into said Annexation Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said Annexation Agreement have been fully complied with, including but not limited to, the holding of a public hearing on August 14, 2017 before the Corporate Authorities and the passage of this ordinance by a 2/3 affirmative vote;

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 President be and is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest to a document known as 16360 New Avenue Annexation Agreement, a copy of which is attached hereto as Exhibit B and made a part hereof.

Section 2. The Village Clerk is authorized and directed to record a certified copy of the Annexation Agreement for 16360 New Avenue in the office of the Cook County Recorder of Deeds after its execution and attachment of all appropriate exhibits.

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.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14th DAY OF AUGUST, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____

Rick Sniagowski
Ron Stapleton

JOHN EGOFSKI
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Legal Description

LOT 3 (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 40 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID LOT) IN OWNER'S SUBDIVISION OF THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF SECTION 19 AND LOTS 18, 19, 20, 22 LYING SOUTH OF THE NORTH 20 FEET OF SAID LOTS DESCRIBED AS NEW AVENUE AND THAT PART OF LOTS 17 AND 23 NORTH OF HIGHWAY IN COUNTY CLERK'S SUBDIVISION DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit B

Annexation Agreement

1 **16360 NEW AVENUE ANNEXATION AGREEMENT**

2

3 <u>ARTICLE</u>	4 <u>TITLE</u>
5	Preamble to Annexation Agreement
6 I	Definitions
7	
8 II	Annexation Agreement
9	
10 III	Zoning, Land Use, and Development
11	
12 IV	Required Improvements
13	
14 V	Damage to Public Improvements
15	
16 VI	Land and Cash Contributions
17	
18 VII	Easements and Utilities
19	
20 VIII	Government Interests Served
21	
22 IX	Village Representations as to Further Actions
23	
24 X	Continued Effectiveness
25	
26 XI	Continuity of Obligations
27	
28 XII	Binding Effect Term and Covenants Running with the Land
29	
30 XIII	Notices
31	
32 XIV	Security Interests
33	
34 XV	Warranties and Representation
35	
36 XVI	No Waiver or Relinquishment of Right to Enforce Agreement
37	
38 XVII	Village Approval or Direction
39	
40 XVIII	Singular and Plural
41	
42 XIX	Section Headings and Sub-Headings
43	
44 XX	Recording

1		
2	XXI	Authorization to Execute
3		
4	XXII	Amendments
5		
6	XXIII	Counterparts
7		
8	XXIV	Curing Default
9		
10	XXV	Conflict Between the Text and the Exhibits
11		
12	XXVI	Severability
13		
14	XXVII	Reimbursement to Village for Legal and Other Fees / Expenses
15		
16	<u>EXHIBIT</u>	<u>TITLE</u>
17	A	Plat of Annexation
18		
19	B	Fee Contribution Schedule
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		

1
2
3 **PREAMBLE TO**
4 **ANNEXATION AGREEMENT -16360 NEW AVENUE**
5

6 **THIS ANNEXATION AGREEMENT** (hereinafter referred to as “Agreement”), is made
7 and entered into this 14 day of August, 2017, between the VILLAGE OF LEMONT, a municipal
8 corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred
9 to as “Village”), Paula and Michael Yandrich (hereinafter referred to as “Owner”). The Village
10 and the Owner are hereinafter sometimes referred to individually as a “Party” and collectively as
11 the “Parties.”
12

13 **WHEREAS**, the Owner is the owner of record of real estate (hereinafter referred to as the
14 “Territory”), comprising approximately 0.35 acres, the legal description of which is attached
15 hereto and made part hereof as **Exhibit A**, and by this reference made a part hereof; and
16

17 **WHEREAS**, the Territory legally described on **Exhibit A** hereof is contiguous to the
18 Village, is not annexed to another municipality, and may be annexed to the Village pursuant to
19 the Illinois Municipal Code, 65 ILCS 5/7-1-1 et. seq.; and
20

21 **WHEREAS**, the Owner of record of the Territory has filed a Petition for Annexation that
22 requested annexation of the Territory subject to execution of an annexation agreement acceptable
23 to the Parties; and
24

25 **WHEREAS**, the Owner and the Village agree that they will be bound by the terms of this
26 Agreement to the extent hereafter provided; and
27

28 **WHEREAS**, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/7-1-1
29 et. seq., the Corporate Authorities of the Village have taken all steps legally required, including
30 but not necessarily limited to, providing notice and a public hearing regarding the Agreement; and
31

32 **WHEREAS**, the Territory will be annexed to the Village and that upon the annexation of
33 the Territory, the Territory will be rezoned to the R-4 Single-Family Detached Residential
34 District.
35

36 **WHEREAS**, subject to the terms of this Agreement, the Village would extend its zoning,
37 building, health, and other municipal regulations and ordinances over the Territory, thereby
38 protecting the Village from possible undesirable or inharmonious use and development of
39 unincorporated areas surrounding the Village; and
40

41 **WHEREAS**, the Corporate Authorities of the Village have considered the annexation of
42 the Territory and have determined that the best interest of the Village will be met if the Territory
43 is annexed to the Village; and
44

1
2 It is understood and agreed, except as otherwise provided for herein, the UDO,
3 Building Code and all other ordinances including all fees and charges of the Village, shall not be
4 frozen during the term of this Agreement, and such ordinances, as the same may from time to
5 time be amended and enforced throughout the Village, shall apply to the Territory.
6

7
8 **IV**
9 **REQUIRED IMPROVEMENTS**

10 **Sanitary and Storm Sewers.** Owner shall be required to construct and install at its
11 expense all necessary sanitary sewers to service the Territory in accordance with the
12 Subdivision Regulations of the Village and final engineering plans approved by the Village. The
13 Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer
14 facilities of the Village and to furnish sewer service on the same basis as said services are
15 furnished to other parts of the Village. Owner agrees that no surface water is to be discharged
16 into the sanitary sewerage collection system and will make adequate provisions that this will
17 not occur. Tap-on fees required by the Village shall not be waived.
18

19 **Recapture.** Subject to Ordinance 988, approving a recapture agreement for the
20 extension of sewer mains in the vicinity of New Avenue, the Owner shall be required to pay
21 recapture fees, as established by said ordinance, for connecting the Territory to said sewer
22 mains. The Owner shall also pay 140% of the Village sanitary sewer maintenance fee,
23 currently billed at \$10.00 every two (2) months for a single-family residence.
24 Owner agrees that no surface water is to be discharged into the sanitary sewerage collection
25 system and will make adequate provisions that this will not occur. All detention areas and storm
26 sewers shall be owned and maintained by the Owner, with right of access by the Village for
27 emergency maintenance purposes.
28

29 **Streets.** All streets required have been developed and approved by the State or Cook
30 County. No additional improvements are required by the Village.
31

32 Also, The Owner shall be required to keep all public streets adjoining the Territory free
33 from mud and debris generated by any new construction activity on the Territory. Such streets
34 must be cleaned at least once a week, and more often if required by Village in its sole judgement.
35 For each day that the streets are not cleaned as required hereunder during construction, the Owner
36 shall be subject to a fine as provided in the Subdivision Regulations. If any such fine is not
37 promptly paid, the Village shall have the right to stop any and all further construction until paid.
38

39 **Sidewalks and Parkway Trees.** Owner shall be required to construct sidewalks along
40 the public rights-of-way, and to install parkway trees along the northern right-of-way of New
41 Avenue. Also, if at a future date the Village establishes a special assessment district for the
42 installment of

1 sidewalks, parkway trees or other infrastructure improvements along or near to New Avenue,
2 which includes the Territory in said district, the Owner shall not object to the establishment of
3 such a district.

4
5
6 Miscellaneous. The cost of any sidewalks and street trees to be installed on public rights
7 of way shall be included in the required letters of credit for each phase of the development of the
8 Territory, with the amounts to be computed on the same basis as the amounts to be included in
9 the letter of credit for all other public improvements for the Territory.

10
11 **V**
12 **DAMAGE TO PUBLIC IMPROVEMENTS**
13

14 The Owner shall replace and repair any damage to public improvements installed within,
15 under or upon the Territory and for any public or private property that was damaged resulting
16 from construction activities by Owner, Owner's successors or assigns and their employees,
17 agents, contractors or subcontractors during the term of this Agreement. The Owner shall have
18 no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

19
20 **VI**
21 **LAND AND CASH CONTRIBUTIONS**
22

23 **Cash Contributions.** Owner, or any successors in interest as to any portion of the
24 Territory, shall make all cash contributions required by the Cash Contribution Schedule attached
25 as **Exhibit B** hereto.

26
27 **VII**
28 **EASEMENTS AND UTILITIES**
29

30 The Owner agrees to grant to the Village, and/or obtain grants to the Village of, all
31 necessary easements on and offsite for the extension of sewer, water, street, or other utilities,
32 including cable television, or for other improvements, subject to the provisions of the UDO
33 which may serve not only the Territory, but other real estate in the general area, if requested by
34 the Village in the future. The extension of existing Village provided water and sewer services
35 shall be at the sole cost and expense of the Owner.

36
37 All such easements to be granted shall name the Village and/or other appropriate entities
38 designated by the Village as grantee there under. It shall be the responsibility of the Owner to
39 obtain all easements, both on site and off site, necessary to serve the Territory. The Village
40 agrees to cooperate and provide reasonable assistance to the Owner in the Owner's attempt to
41 obtain all easements necessary to serve the Territory, except that such reasonable assistance shall
42 not include any financial assistance or require the Village to expend any funds.

43
44 All electricity, telephone, cable television and gas lines shall be installed underground, the

1 location of which underground utilities shall be at the Owner's option, upon approval of the
2 respective utility company.

3
4 **VIII**
5 **GOVERNMENT INTERESTS SERVED**
6

7 The Owner agrees that any and all contributions and easements provided for in this
8 Agreement substantially advance legitimate governmental interests of the Village and other local
9 taxing bodies, including but not limited to, providing its residents with access to and use of
10 public facilities, libraries, schools, parks and recreational facilities, police protection, and
11 emergency services. The Owner further agrees that the contributions and easements required by
12 this Agreement are uniquely attributable to, reasonably related to, and made necessary by the
13 development of the Territory.

14
15 **IX**
16 **VILLAGE REPRESENTATIONS AS TO FURTHER ACTIONS**

17 The Village shall take all actions required and necessary to enable the Village to fully
18 carry out and perform the terms, covenants, agreements, duties, and obligations created and
19 imposed by the terms and provisions hereof.

20
21 **X**
22 **CONTINUED EFFECTIVENESS**
23

24 The R-4 Single-Family Residential Zoning District classification for the Territory shall
25 remain in effect throughout the Term of this Agreement.

26
27 **XI**
28 **CONTINUITY OF OBLIGATIONS**
29

30 Notwithstanding any provisions of this Agreement to the contrary including but not
31 limited to the sale and/or conveyance of all or any part of the Territory by the Owner, the Owner
32 shall at all times during the term of this Agreement remain liable to the Village for the faithful
33 performance of all obligations imposed upon them by this Agreement until such obligations have
34 been fully performed or until the Village has otherwise released the Owner from any or all such
35 obligations.

36
37 **XII**
38 **BINDING EFFECT TERM AND COVENANTS RUNNING WITH THE LAND**
39

40 This Agreement shall remain in effect for a term of twenty (20) years as may be extended
41 by any amendment hereto and shall be binding upon and insure to the benefit of the Parties
42 hereto, successor owners of record of the Territory, and their respective assignees, lessees, and

1 upon any successor municipal authorities of said Village and successor municipalities, for a
2 period of twenty (20) years from the date of the execution of this Agreement.
3

4 The terms and conditions of this Agreement relative to the payment of monies to the
5 various Village recapture funds, contributions to the Village construction and/or dedication of
6 public improvements, granting of easements to the Village, dedication of rights-of-way to the
7 Village and the development standards established herein shall constitute covenants which shall
8 run with the land.
9

10 It is further agreed that any party to this Agreement, either in law or in equity, by suit,
11 action, mandamus, or other proceeding may enforce or compel the performance of this
12 Agreement, or have other such relief for the breach thereof as may be authorized by law or that
13 by law or in equity is available to them.
14

15 **XIII**
16 **NOTICES**
17

18 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
19 and shall be personally delivered to or mailed by United States Postal Service certified mail,
20 postage prepaid and return receipt requested, as follows:
21

22 For the Village:

23
24 Village President
25 418 Main Street
26 Lemont, IL 60439
27

28 and

29
30 Village Clerk
31 418 Main Street
32 Lemont, IL 60439
33

34 and

35
36 Village Administrator
37 418 Main Street
38 Lemont, IL 60439
39

40 For Owner:

41
42 Paula and Michael Yandrich
43 16360 New Ave.
44 Lemont, IL 60439
45

1 With copy to:

2
3 Antonopoulos and Virtel, PC
4 15419 127th St.
5 Suite 100
6 Lemont IL, 60439
7

8 **XIV**
9 **SECURITY INTERESTS**

10
11 The Owner shall provide the Village with evidence satisfactory to the Village that any
12 mortgage, lien or any security interest, affecting title to the Territory or any part thereof are
13 subject to this Agreement; and
14

15 If there are no mortgages, liens, or other security interests affecting title to the Territory
16 or any part thereof, then the Owner shall affirmatively state so in said Petition(s) for Annexation,
17 or by Affidavit as well as providing a written Title Commitment to the Territory.
18

19 **XV**
20 **WARRANTIES AND REPRESENTATION**

21
22 A. Owner.

23
24 The Owner represents and warrants to the Village as follows:

25
26 That Owner is the Owner as legal title holder of the Territory; and
27

28 That the Owner proposes to develop the Territory in the manner contemplated under this
29 Agreement; and
30

31 That other than the Owner, no other entity or person has any interest in the
32 Territory as herein proposed; and
33

34 The Owner has done all things necessary and convenient and otherwise has fully
35 complied with all applicable Illinois law in the annexation and rezoning of the property described
36 in this Agreement.
37

38 This Agreement is binding on and enforceable against the Owner who is signatory to this
39 Agreement according to its terms.
40

41 That the Owner has provided the legal description of the Territory set forth in this
42 Agreement and the attached exhibits and that said legal description and exhibits are accurate and
43 correct, to the best of the Owner's knowledge.
44

45 B. Village.

1
2 The Village represents and warrants as follows:
3

4 1. The Village is an Illinois Non-Home Rule Municipal Corporation.
5

6 2. Under Illinois Law, it has the authority to enter into this Annexation Agreement.
7

8 3. This Agreement was authorized and approved by the Village's Corporate Authorities
9 at a public regular meeting held on August 14, 2017 and conducted in conformance with the
10 Illinois Open Meeting Law.
11

12 4. The Village's Corporate Authorities held a duly noticed Public Hearing on this
13 Agreement on August 14, 2017 as required by law, which was conducted in conformance with
14 Illinois Law.
15

16 5. This Agreement is binding and enforceable against the Village which is signatory to
17 this Agreement and is enforceable according to its terms.
18

19 The representations and warranties contained in Section XV and this Agreement
20 generally are intended by the signatory parties to be relied upon by any third parties who may or
21 could benefit by or under the terms of this Agreement.
22

23 **XVI**

24 **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT**

25

26 Failure of any party to this Agreement to insist upon the strict and prompt performance of
27 the terms covenants, agreements, and conditions herein contained, or any of them, upon any
28 other party imposed, shall not constitute or be construed as a waiver or relinquishment of any
29 party's right thereafter to enforce any such term, covenant, agreement or condition, but the same
30 shall continue in full force and effect.
31

32 **XVII**

33 **VILLAGE APPROVAL OR DIRECTION**

34

35 Where Village approval or direction is required by this Agreement, such approval or
36 direction means the approval or direction of the Corporate Authorities of the Village unless
37 otherwise expressly provided or required by law, and any such approval may be required to be
38 given only after and if all requirements for granting such approval have been met, unless such
39 requirements are inconsistent with this Agreement. No approval sought by Owner or Township
40 shall be unreasonably withheld or denied.
41

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

XVIII
SINGULAR AND PLURAL

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

XIX
SECTION HEADINGS AND SUB-HEADINGS

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

XX
RECORDING

A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner within thirty (30) days after the execution hereof.

XXI
AUTHORIZATION TO EXECUTE

The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities of Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective Parties.

XXII
AMENDMENTS

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless in writing and signed by the parties hereto or their successors or assigns. However, this Agreement may be amended as to any portion of the Territory only by an Amendment executed by the Village and by the owners of record, of such portions of the Territory.

XXIII
COUNTERPARTS

1 This Agreement may be executed in two or more counterparts, each of which taken
2 together, shall constitute one and the same instrument.

3
4 **XXIV**
5 **CURING DEFAULT**
6

7 It is understood by the Parties hereto that time is of the essence of this Agreement. The
8 Parties reserve a right to cure any default hereunder within fifteen (15) business days from
9 written notice of such default.

10
11 **XXV**
12 **CONFLICT BETWEEN THE TEXT AND EXHIBITS**
13

14 In the event of a conflict in the provisions of the text of this Agreement and the Exhibits
15 attached hereto, the text of the Agreement shall control and govern.

16
17 **XXVI**
18 **SEVERABILITY**
19

20 If any provision of this Agreement is held invalid by a court of competent jurisdiction or
21 in the event such court shall determine that the Village does not have the power to perform any
22 such provisions, such provision shall be deemed to be excised here from and the invalidity
23 thereof shall not affect any of the other provisions contained herein, and such judgment or decree
24 shall relieve the Village from performance under such invalidity thereof shall not affect any of
25 the other provisions contained herein, and such judgment or decree shall relieve the Village from
26 performance under such invalid provision of this Agreement.

27
28 **XXVII**
29 **REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES**
30

31 **To Effective Date of Agreement.** The Owner shall reimburse the Village for the
32 following expenses incurred in the preparation and review of this Agreement, and any
33 ordinances, letters of credits, plats, easements or other documents relating to the Territory:

34
35 Miscellaneous Village expenses, such as, but not limited to, legal publication costs,
36 recording fees, and copying expenses.

37
38 **From and After Effective Date of Agreement.** Except as provided in the paragraph
39 immediately following this paragraph, upon demand by Village made by and through its
40 President, the Owner from time to time shall promptly reimburse Village, for all enumerated
41 reasonable attorney's fees and costs incurred by Village in the administration of the Agreement
42 and out of pocket expenses involving various and sundry matters such as, but not limited to,
43 preparation and publication, if any, of all notices, resolutions, ordinances, and other documents
44 required hereunder.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

By: _____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Village of Lemont, and _____, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____ 20_____

Notary Public

My commission expires on _____, 20____.
Owner:

1 Paula Yandrich

2
3
4 By: Paula Yandrich
5 Its: [Signature]
6

7 Michael Yandrich

8
9
10 By: Michael Yandrich
11 Its: [Signature]
12

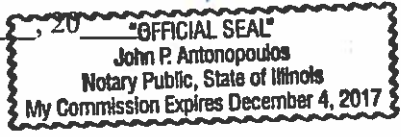
13 NOTARY CERTIFICATES

14
15
16 STATE OF ILL)
17) SS
18 COUNTY OF COOK)

19
20 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
21 CERTIFY that PAULA YANDRICH, personally known to me to be
22 of Intrepid Investment Partners-Lion's Park, LLC, and the same person
23 whose names is subscribed to the foregoing instrument appeared before me this day in person
24 and acknowledged that they signed and delivered the said instrument as their own free and
25 voluntary act for the uses and purposes therein set forth.

26
27 GIVEN under my hand and official seal, this 3 day of August, 202017

28
29 My commission expires on _____
30
31 [Signature]
32 Notary Public



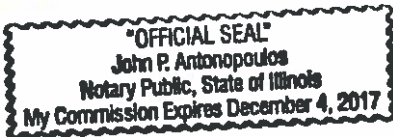
33) SS
34)
35 COUNTY OF _____)

36
37 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
38 CERTIFY that MICHAEL YANDRICH, personally known to me to be
39 of Intrepid Investment Partners-Lion's Park, LLC, and the same person
40 whose names is subscribed to the foregoing instrument appeared before me this day in person
41 and acknowledged that they signed and delivered the said instrument as their own free and
42 voluntary act for the uses and purposes therein set forth.

43
44 GIVEN under my hand and official seal, this 3 day of August, 2017
45

1 My commission expires on _____, 20____.

2
3 *John P. Antonopoulos*
4 Notary Public

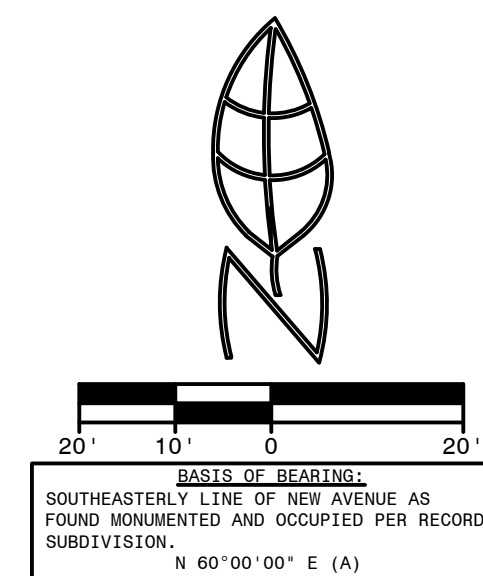


PLAT OF ANNEXATION

LEGALLY KNOWN AS:

LOT 3 (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 40 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID LOT) IN OWNER'S SUBDIVISION OF THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF SECTION 19 AND LOTS 18, 19, 20, 22 LYING SOUTH OF THE NORTH 60 FEET OF SAID LOTS DESCRIBED AS NEW AVENUE AND THAT PART OF LOTS 17 AND 23 NORTH OF HIGHWAY IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 15,947 SQ. FT. OR 0.37 ACRES MORE OR LESS



PROPERTY COMMONLY KNOWN AS:
16360 NEW AVENUE
LEMONT, ILLINOIS

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____, 20____.

BY: _____
 PRESIDENT

ATTEST: _____
 VILLAGE CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE FOREGOING PETITION FOR ANNEXATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE, BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED SAID PETITION FOR ANNEXATION AS HIS/HER OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

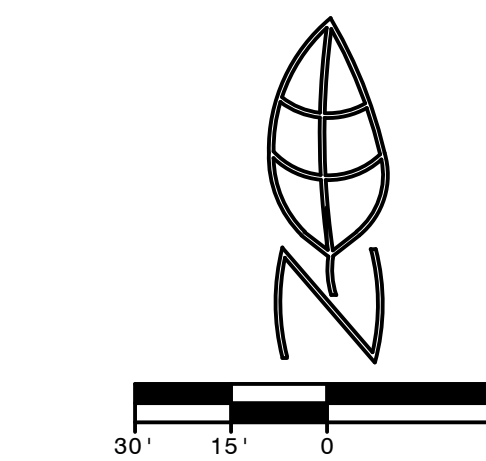
STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE HEREON DRAWN PLAT OF THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 10TH DAY OF JULY, A.D., 2017, AT LISLE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2016
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
ENGINEERING CORPORATION NO. 184-001245

CLIENT: LINAS KLIARSKIS



Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com

Exhibit B Annexation Agreement
Fee Contribution Schedule

<u>Contributed to/for</u>	
Lemont Fire	
Protection District	\$ 100.00
Public Safety	\$ 1,000.00
Annexation Fee	\$ 125.00
Recapture Fee	\$ 1,509.60
Total	\$ 2,734.60

The recapture fees may be amended pursuant to Ordinance O-32-15

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 0.35 ACRES LOCATED AT 16360 NEW AVENUE IN LEMONT, IL**

(16360 New Avenue)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF AUGUST, 2017**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
August, 2017.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 0.35 ACRES LOCATED AT 16360 NEW AVENUE IN LEMONT, IL**

(16360 New Avenue)

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 attached here to as Exhibit A; and

WHEREAS, the territory (PIN# 22-30-201-018-0000) is described on the Plat of Annexation attached hereto as Exhibit B; and

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

WHEREAS, legal notices regarding the intention of the Village of annex said territory have been sent to all public bodies required to receive such notice; and

WHEREAS, the legal owners of record of said territories have submitted all required petitions and documents authorizing the annexation of the territory; and

WHEREAS, the land proposed to be annexed will continue to be serviced by the same Lemont 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 following described territory, being indicated on an accurate map of the annexed territory, (attached hereto as Exhibit "B") 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 14th day of August, 2017.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Rick Sniegowski				
Ron Stapelton				

Approved this 14th day of August, 2017

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Petitions for Annexation

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

IRREVOCABLE PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF LEMONT

TO: THE VILLAGE CLERK, VILLAGE OF LEMONT, ILLINOIS

We, the undersigned Petitioners, owners of record of all of the land herein requesting to be annexed, respectfully represent, under oath, that all conditions required for annexation to the Village of Lemont pursuant to and in accordance with Illinois Municipal Code Chapter 65 Illinois Compiled Statutes Section 5/7-1-8 do hereby state under oath to wit:

1. That the territory requested to be annexed is described as follows:

(See legal description attached hereto on Exhibit A and made a part hereof)

2. That the described territory is not within the corporate limits of any municipality but is contiguous to the Village of Lemont, a municipality organized and existing under the laws of the State of Illinois.

3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition or will be provided prior to adoption of the Ordinance annexing said territory.

4. That this Petition is signed by all of the owners of record of all land in the described territory and at least 51% of the electors residing in the described territory.

5. That this Petition is irrevocable once signed and submitted to the Village of Lemont by the owner(s) of record.

WHEREFORE, your Petitioners respectfully request the Corporate Authorities of the Village of Lemont to annex the above described territory to the Village of Lemont.

<u>NAME</u> (Printed & Signed)	<u>ADDRESS</u>	<u>OWNER</u> (Check all that apply)	<u>ELECTOR</u> (Check all that apply)
<u>John Antonopoulos</u>	<u>15419-127 N. Lemont</u> <u>IL.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Jam Antone Jenkins</u>	<u>HAVING POWER OF</u> <u>ATTORNEY FOR MICHAEL</u> <u>YANDRICH AND PAULA</u> <u>YANDRICH</u>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned, a Notary Public DO HEREBY CERTIFY that John Antonopoulos, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered said Petition for Annexation as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25th day of May, 20 17.



Lucy E. Paul
Notary Public

STATE OF ILLINOIS)
COUNTY OF _____)

I, the undersigned, a Notary Public DO HEREBY CERTIFY that _____, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered said Petition for Annexation as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20 ____.

Notary Public

Exhibit B

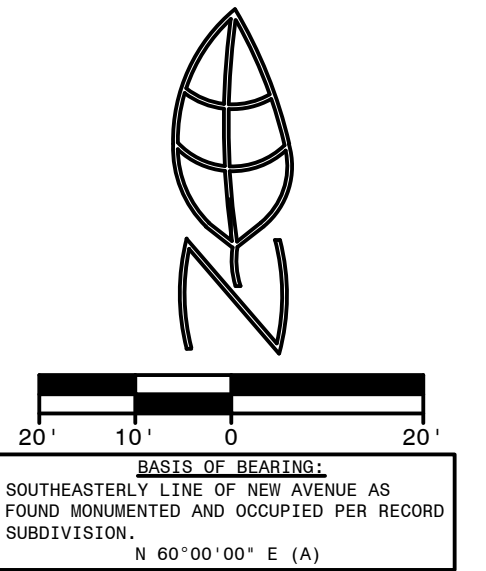
Plat of Annexation

PLAT OF ANNEXATION

LEGALLY KNOWN AS:

LOT 3 (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 40 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID LOT) IN OWNER'S SUBDIVISION OF THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF SECTION 19 AND LOTS 18, 19, 20, 22 LYING SOUTH OF THE NORTH 60 FEET OF SAID LOTS DESCRIBED AS NEW AVENUE AND THAT PART OF LOTS 17 AND 23 NORTH OF HIGHWAY IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 15,947 SQ. FT. OR 0.37 ACRES MORE OR LESS



PROPERTY COMMONLY KNOWN AS:

16360 NEW AVENUE
LEMONT, ILLINOIS

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD:

THIS ____ DAY OF _____, 20__.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE FOREGOING PETITION FOR ANNEXATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE, BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED SAID PETITION FOR ANNEXATION AS HIS/HER OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC

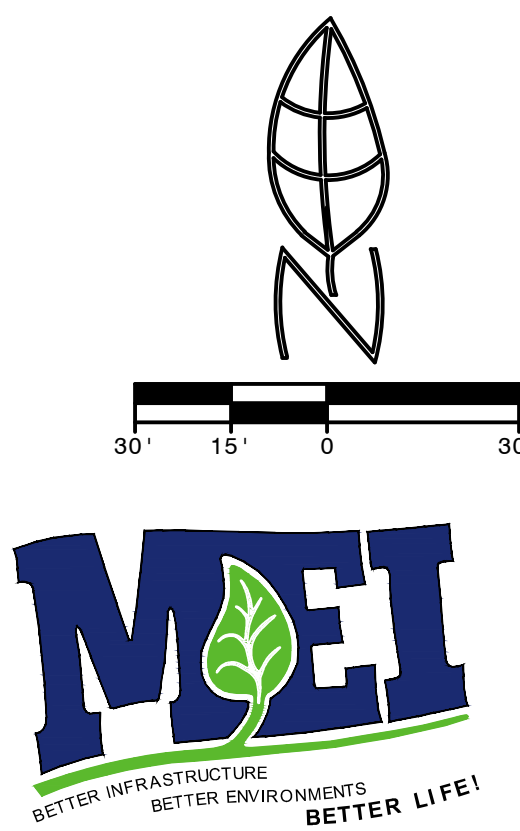
STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE HEREON DRAWN PLAT OF THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 10TH DAY OF JULY, A.D., 2017, AT LISLE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2016
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
ENGINEERING CORPORATION NO. 184-001245

CLIENT: LINAS KLIARSKIS



Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com

**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 R-4
SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT AT 16360 NEW AVENUE
IN LEMONT, IL**

(16360 New Avenue)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF AUGUST, 2017**

**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 14th day of August, 2017.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT
FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO R-4A
SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT AT 16360 NEW AVENUE
IN LEMONT, IL**

(16360 New Avenue)

WHEREAS, Paula and Michael Yandrich (herein after referred to as “the Petitioner”) are the owners of the property at 16360 New Avenue in Lemont (PIN 22-30-201-018-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District for the subject property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on June 21, 2017 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 have reviewed the matter herein and have determined that the zoning map amendment is in the best interest of the Village of Lemont, and hereby 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 AS FOLLOWS:

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

SECTION 2: Zoning Map Amendment Approved. That the Subject Property described in Exhibit A is hereby rezoned from its current R-1 Single-Family Detached Residential zoning district to the R-4 Single-Family Detached Residential zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 14th day of August, 2017.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Rick Sniegowski				
Ron Stapleton				

Approved this 14th day of August, 2017

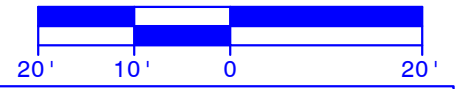
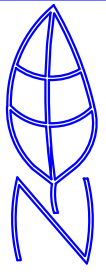
JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

PLAT OF SURVEY OF



BASIS OF BEARING:
SOUTHEASTERLY LINE OF NEW AVENUE AS
FOUND MONUMENTED AND OCCUPIED PER RECORD
SUBDIVISION.
N 60°00'00" E (A)

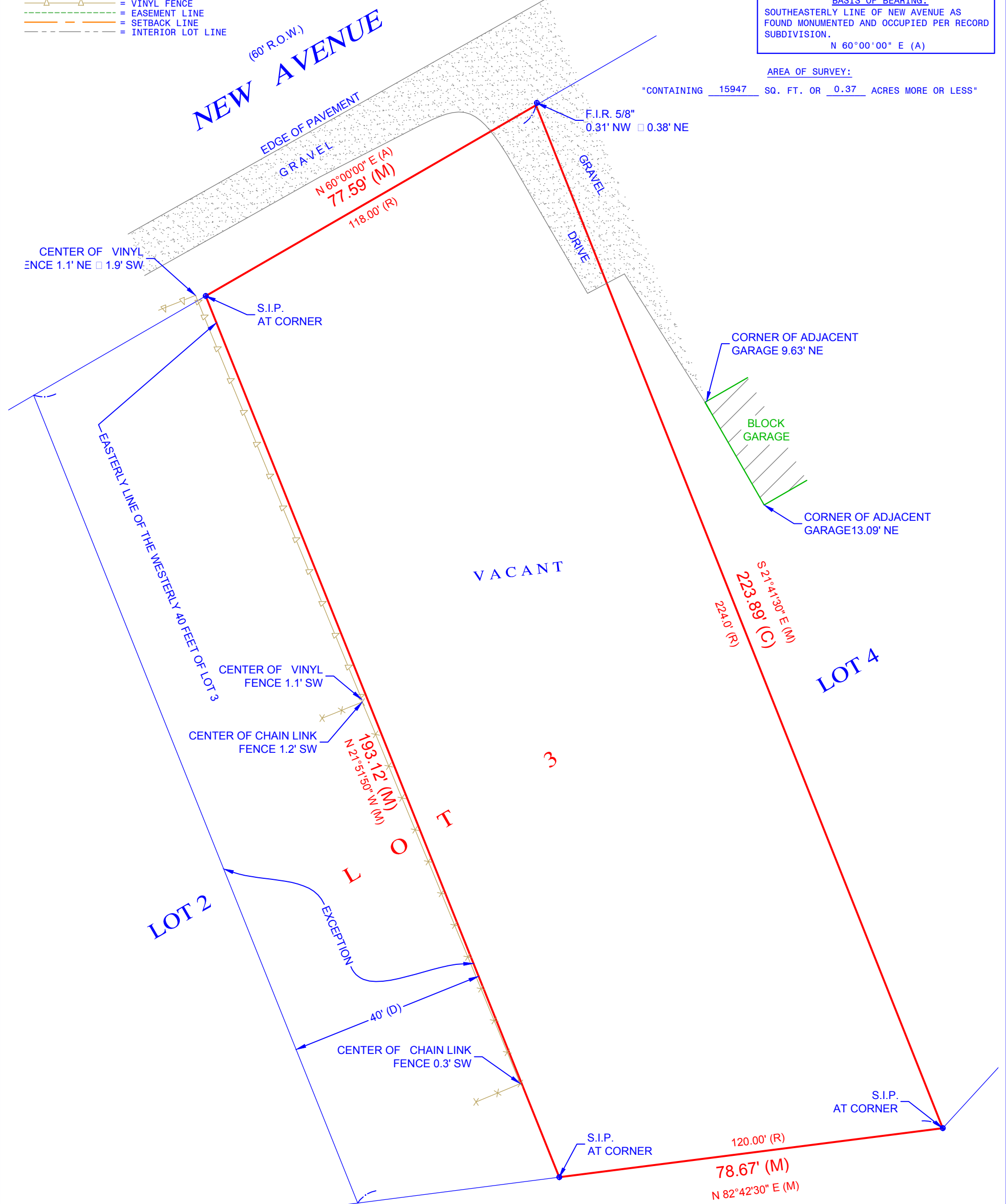
LEGEND

A = ASSUMED	NW = NORTHWEST
C = CALCULATED	P.O.B. = POINT OF BEGINNING
CH = CHORD	P.O.C. = POINT OF COMMENCEMENT
CL = CENTERLINE	R = RECORD
D = DEED	RAD = RADIUS
E = EAST	R.O.W. = RIGHT OF WAY
F.I.P. = FOUND IRON PIPE	S = SOUTH
F.I.R. = FOUND IRON ROD	S.I.P. = SET IRON PIPE
FT. = FEET/FOOT	S.I.R. = SET IRON ROD
L = ARC LENGTH	SE = SOUTHEAST
M = MEASURED	SW = SOUTHWEST
N = NORTH	W = WEST
NE = NORTHEAST	

	= CHAIN LINK FENCE
	= WOOD FENCE
	= METAL FENCE
	= VINYL FENCE
	= EASEMENT LINE
	= SETBACK LINE
	= INTERIOR LOT LINE

LOT 3 (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 40 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID LOT) IN OWNER'S SUBDIVISION OF THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF SECTION 19 AND LOTS 18, 19, 20, 22 LYING SOUTH OF THE NORTH 60 FEET OF SAID LOTS DESCRIBED AS NEW AVENUE AND THAT PART OF LOTS 17 AND 23 NORTH OF HIGHWAY IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA OF SURVEY:
"CONTAINING 15947 SQ. FT. OR 0.37 ACRES MORE OR LESS"



Morris Engineering, Inc.
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
FAX: (630) 271-0774
WEBSITE: WWW.ECIVIL.COM

STATE OF ILLINOIS }
COUNTY OF DUPAGE }SS
I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY," AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
DATED, THIS 16TH DAY OF NOVEMBER, A.D. 2016, AT LISLE, ILLINOIS.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3253
LICENSE EXPIRATION DATE NOVEMBER 30, 2016
ILLINOIS BUSINESS REGISTRATION NO. 184-001245

- NOTE:**
1. ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE BUILDING'S SIDING (BRICK, FRAME, STUCCO, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
 2. ROOF LINES AND OVERHANGS ARE TYPICALLY NOT SHOWN HEREON.
 3. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
 5. NO TITLE SUPPLIED AT TIME OF SURVEY, REFER TO TITLE POLICY FOR EASEMENTS & OR BUILDING LINES.

ADDRESS COMMONLY KNOWN AS 16360 NEW AVENUE
LEMONT, ILLINOIS
CLIENT JET CONSTRUCTION
FIELDWORK DATE (CREW) 11/15/2016 (DJ/LB)
DRAWN BY: NG REVISED: JOB NO. 16-10-0382

EXHIBIT B

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Village Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Conventional Neighborhood.
2. The subject property does achieve the goals of the Lemont 2030 Comprehensive plan.
3. The request is consistent with the surrounding land uses.
4. The requested rezoning does meet the standards for granting rezonings.



TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Jason Berry, AICP, Community Development Director
SUBJECT: Case 2017-05 Derby Pines Subdivision, Rezoning, and Variations
DATE: July 27, 2017

SUMMARY/ BACKGROUND

Frank Caruso of C3 Development LLC, acting on behalf of the owner of the property GSI Properties LLC, is requesting a final plat approval for an eight (8) lot single-family subdivision. The applicant is also requesting approval of variations to the Lemont Unified Development Ordinance (UDO). The applicant is requesting variations for the length of cul-de-sac and right-of-way (ROW), parkway size, and water main looping requirements. The applicant is requesting to rezone the property from R-1 to R-4 Single-Family Detached District.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan. The Comprehensive Plan map designates this area as Infill Development (INF). The proposed variations, subdivision, and Rezoning are consistent with the INF future land use district described within the Lemont 2030 Comprehensive Plan.

STAFF RECOMMENDATION

Staff and the PZC are recommending approval of the variations, subdivision, and Rezoning.

BOARD ACTION REQUESTED

Motion and approval of the attached ordinances and resolution.

ATTACHMENTS

1. An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District at 12767 Derby Road in Lemont, IL

2. An Ordinance Granting Variations to § 17.26.040.C.1, § 17.26.050.A, §17.27.020.B.6, and Appendix G LS-10 of the UDO to Allow for a Reduced Parkway Width, Construction of a Cul-De-Sac with a Length of 384 Feet, Reduced Right-Of-Way Width, and Relief from Water Main Looping Requirements at 12767 Derby Road in Lemont, IL
3. A Resolution Approving a Plat of Subdivision for a Property Located at 12767 Derby Road in Lemont, Illinois

**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 R-4
SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT AT 12767 DERBY ROAD
IN LEMONT, IL**

(Derby Pines Subdivision)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF AUGUST, 2017**

**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 14th day of August, 2017.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO R-4 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT AT 12767 DERBY ROAD IN LEMONT, IL

(Derby Pines Subdivision)

WHEREAS, GSI Properties LLC (herein after referred to as “the Petitioner”) is the owner of the property at 12767 Derby Road in Lemont (PIN 22-34-100-005-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District for the subject property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on July 19, 2017 for the rezoning request and voted 6-0 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 have reviewed the matter herein and have determined that the zoning map amendment is in the best interest of the Village of Lemont, and hereby 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 AS FOLLOWS:

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

SECTION 2: Zoning Map Amendment Approved. That the Subject Property described in Exhibit A is hereby rezoned from its current R-1 Single-Family Detached Residential zoning district to the R-4 Single-Family Detached Residential zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 14th day of August, 2017.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Rick Sniegowski				
Ron Stapleton				

Approved this 14th day of August, 2017

JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

ALTA/NSPS LAND TITLE SURVEY

TITLE NOTES

CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 17PNW448009WC WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016 HAS BEEN REVIEWED IN CONJUNCTION WITH THE PREPARATION OF THIS SURVEY. THIS SURVEY MAY NOT REFLECT MATTERS OF TITLE THAT MAY BENEFIT OR BURDEN THE PROPERTY UNLESS THEY ARE EVIDENT FROM THE FIELD SURVEY OR THEY ARE CONTAINED IN THE ABOVE TITLE COMMITMENT.

EXCEPTION A 8: THE CURRENT PIN FOR THE SURVEYED PROPERTY IS 22-34-100-005-0000.

EXCEPTION I 17: THE SURVEYED PROPERTY MAY BE SUBJECT TO A GRANT MADE BY REEVES F. GOODWIN AND VIOLET H. GOODWIN TO STANDARD OIL COMPANY BY DOCUMENT RECORDED JANUARY 12, 1955 AS DOCUMENT NO. 16120542. THERE IS NO PLOTTABLE RESTRICTION, HOWEVER THE SURVEYED PROPERTY FALLS WITHIN THE AREA DEFINED IN SAID DOCUMENT, THE NORTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE SOUTH 175 FEET) OF SECTION 34. SEE DOCUMENT FOR PARTICULARS.

EXCEPTION J 18: THE SURVEYED PROPERTY IS SUBJECT TO AN EASEMENT GRANTED TO ILLINOIS BELL TELEPHONE COMPANY RECORDED JANUARY 21, 1992 AS DOCUMENT NO. 92038755. THE EASEMENT COVERS THE EAST 17 FEET OF THE WEST 50 FEET OF THE SURVEYED PROPERTY AND HAS BEEN PLATTED AND SHOWN HEREON. SEE DOCUMENT FOR PARTICULARS.

EXCEPTION M 19: THE SURVEYED PROPERTY IS SUBJECT TO AN EASEMENT GRANTED TO NORTHERN ILLINOIS GAS COMPANY RECORDED JANUARY 6, 1961 AS DOCUMENT NO. 18055702. THE EASEMENT COVERS THE WEST 50 FEET OF THE PROPERTY AND HAS BEEN PLATTED AND SHOWN HEREON. SEE DOCUMENT FOR PARTICULARS.

EXCEPTION V 20: THE SURVEYED PROPERTY IS SUBJECT TO AN ANNEXATION AGREEMENT RECORDED JANUARY 28, 1998 AS DOCUMENT NO.'S 98071069 AND 98071073. SEE DOCUMENTS FOR PARTICULARS.

LEGAL DESCRIPTION

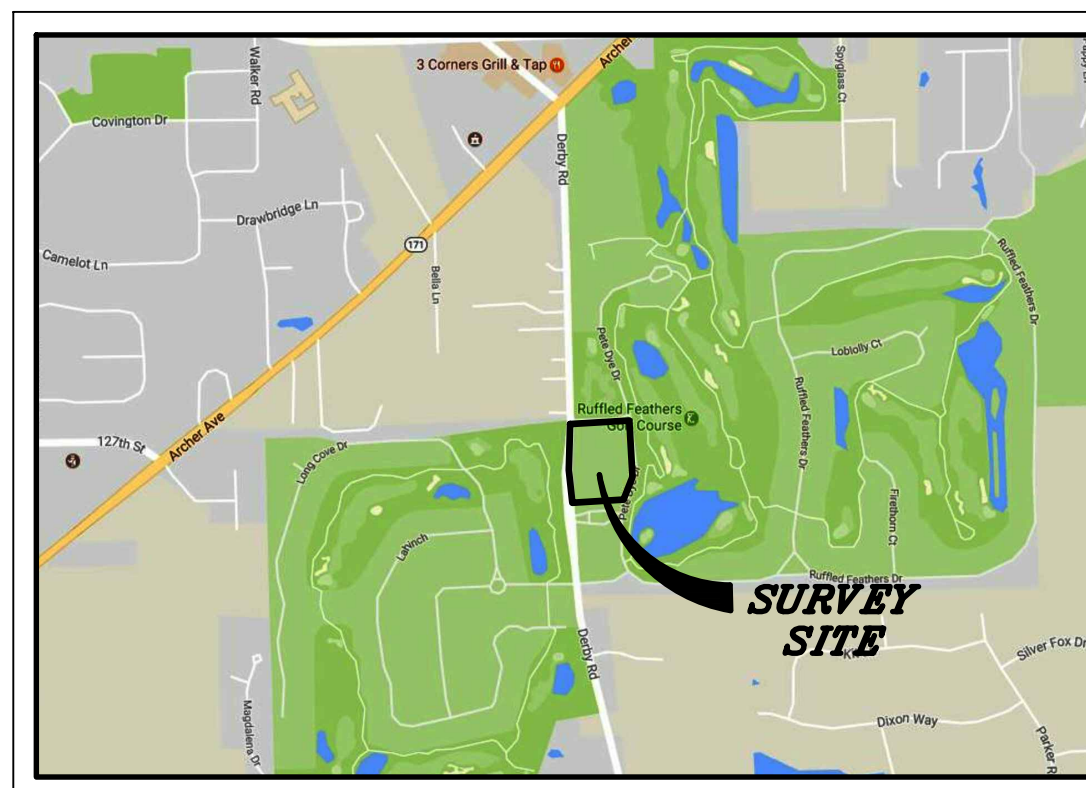
THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF DERBY ROAD AND THE NORTH LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 575.14 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES, 56 MINUTES, 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 400.00 FEET; THENCE SOUTH 0 DEGREES, 03 MINUTES, 07 SECONDS EAST 382.18 FEET; THENCE SOUTH 25 DEGREES, 00 MINUTES, 00 SECONDS WEST 166.76 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 53 SECONDS WEST 347.84 FEET TO THE CENTERLINE OF DERBY ROAD; THENCE NORTH 2 DEGREES, 49 MINUTES, 54 SECONDS WEST ALONG THE CENTERLINE OF DERBY ROAD, 221.84 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF DERBY ROAD, NORTH 5 DEGREES, 18 MINUTES, 10 SECONDS EAST, 313.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PROPERTY AREA

217,800 SQUARE FEET (4.999 ACRES)

PROPERTY ADDRESS

12767 DERBY ROAD
LEMONT, ILLINOIS



LOCATION MAP

NOT TO SCALE

SURVEYOR'S NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.
- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED ON THE LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT AND SHOWN HEREON. THIS INFORMATION HAS BEEN FURNISHED BY THE CLIENT AND COMPARED TO RECORD DEEDS TO CHECK FOR GAPS AND/OR OVERLAPS. HOWEVER, THIS SURVEY MAY NOT REFLECT HISTORICAL MATTERS OF TITLE AND OWNERSHIP THAT HAVE NOT BEEN DISCLOSED BY THE TITLE COMMITMENT.
- UNLESS OTHERWISE NOTED, ONLY THE IMPROVEMENTS WHICH WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE.
- UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, STORM AND SANITARY SEWERS, WATER MAINS, TELEPHONE AND ELECTRIC CABLES OR CONDUITS, GAS MAINS AND ALL SERVICE LINES SHOWN HEREON HAVE BEEN LOCATED BASED ON THE FOLLOWING: ACTUAL FIELD OBSERVATIONS AT AN OPEN MANHOLE; PROPOSED ENGINEERING PLANS; UTILITY ATLASES FROM PRIVATE UTILITY COMPANIES AND/OR LOCAL MUNICIPALITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THAT AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES, OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING, OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS OR TRAILERS, OR WHEN THE SITE WAS COVERED WITH SNOW. AT THE TIME OF SURVEY, THE SITE WAS NOT COVERED BY SNOW. OVERHEAD WIRES AND POLES (IF ANY) HAVE BEEN SHOWN, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
- OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE. CONTROLLED UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH "JULIE" MARKINGS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT J.U.L.I.E. AT 1-800-892-0123.
- NO INDICATION OF A SEPTIC FIELD/TANK WAS FOUND ON THE PROPERTY. VERIFY IF THE PROPERTY IS SERVICED BY A SEPTIC SYSTEM OR SANITARY SEWER.
- RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHT AND BULK RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION PLAT OR IN THE TITLE COMMITMENT HAVE BEEN SHOWN.

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

SURVEY PREPARED FOR

FRANK CARUSO
8404 EVERGREEN LANE
DARIEN, ILLINOIS 60561

PARKING SUMMARY

REGULAR SPACES = 0
HANDICAPPED SPACES = 0
TOTAL SPACES = 0

BENCHMARKS

REFERENCE BENCHMARK: (NGS PID:DK3181)
SURVEY DISC SET IN A RETAINING WALL OR CONCRETE LEDGE HEADWALL STAMPED 0151 2006.

ELEVATION= 606.87 DATUM=NAVD88-GEOD 12B

SITE BENCHMARK 1:
CROSS CUT IN THE TOP OF CURB ON THE EAST SIDE OF PETE DYE DRIVE AT THE NORTHEAST CORNER OF THE SITE 20 FEET SOUTH OF THE GATE ENTRANCE.

ELEVATION= 712.54 DATUM=NAVD88-GEOD 12B

SITE BENCHMARK 2:
SQUARE CUT ON THE TOP OF CURB ON THE WEST NOSE ISLAND AT THE ENTRANCE AT CENTERLINE OF RUFFLED FEATHERS DRIVE AND DERBY ROAD.

ELEVATION= 710.65 DATUM=NAVD88-GEOD 12B

FLOOD HAZARD NOTE:

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 1703100587J AND 1703100589M WITH AN EFFECTIVE DATES OF AUGUST 19, 2008 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

SURVEYOR CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFIED TO:
AND:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(g), 8, 9 AND 14 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON DECEMBER 30, 2016.

DATED THIS 1ST DAY OF MARCH A.D., 2017.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003502
EMAIL ADDRESS: BWRIGHT@MANHARD.COM
LICENSE EXPIRES NOVEMBER 30, 2018

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350
LICENSE EXPIRES APRIL 30, 2017.

SHEET INDEX

SHEET 1 OF 3:	SURVEYOR NOTES, TITLE NOTES & FEMA NOTES
SHEET 2 OF 3:	BOUNDARY, EASEMENTS AND EXISTING TOPOGRAPHY, IMPROVEMENT TIES TO PROPERTY LINES.
SHEET 3 OF 3:	BOUNDARY, EASEMENTS AND EXISTING TOPOGRAPHY, IMPROVEMENT TIES TO PROPERTY LINES.

DATE	REVISIONS
03/06/17	REVISION PER REVIEW OF NEW TITLE COMMITMENT

Manhard CONSULTING LTD
700 Bridge Park, Suite 100, Naperville, IL 60563
Tel: 630-709-8800 Fax: 630-709-8801
www.manhardconsulting.com
Civil Engineers • Surveyors • Water Resources Engineers • Wetland & Wetlands Engineers • Planners • Construction Managers • Environmental Scientists • Landscape Architects

12767 DERBY ROAD
LEMONT, ILLINOIS
ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.: WWW
PROJ. ASSOC.: DSR
DRAWN BY: DSR
DATE: 01/06/17
SCALE: N/A
SHEET
1 OF **3**
FCAL101

ALTA/NSPS LAND TITLE SURVEY

PARKING SUMMARY

REGULAR SPACES =	0
HANDICAPPED SPACES =	0
TOTAL SPACES =	0



MONUMENT LEGEND

- = FOUND IRON PIPE OR ROD
- ⊙ = FOUND CUT CROSS
- = FOUND STONE
- ⊕ = BENCHMARK

ABBREVIATIONS

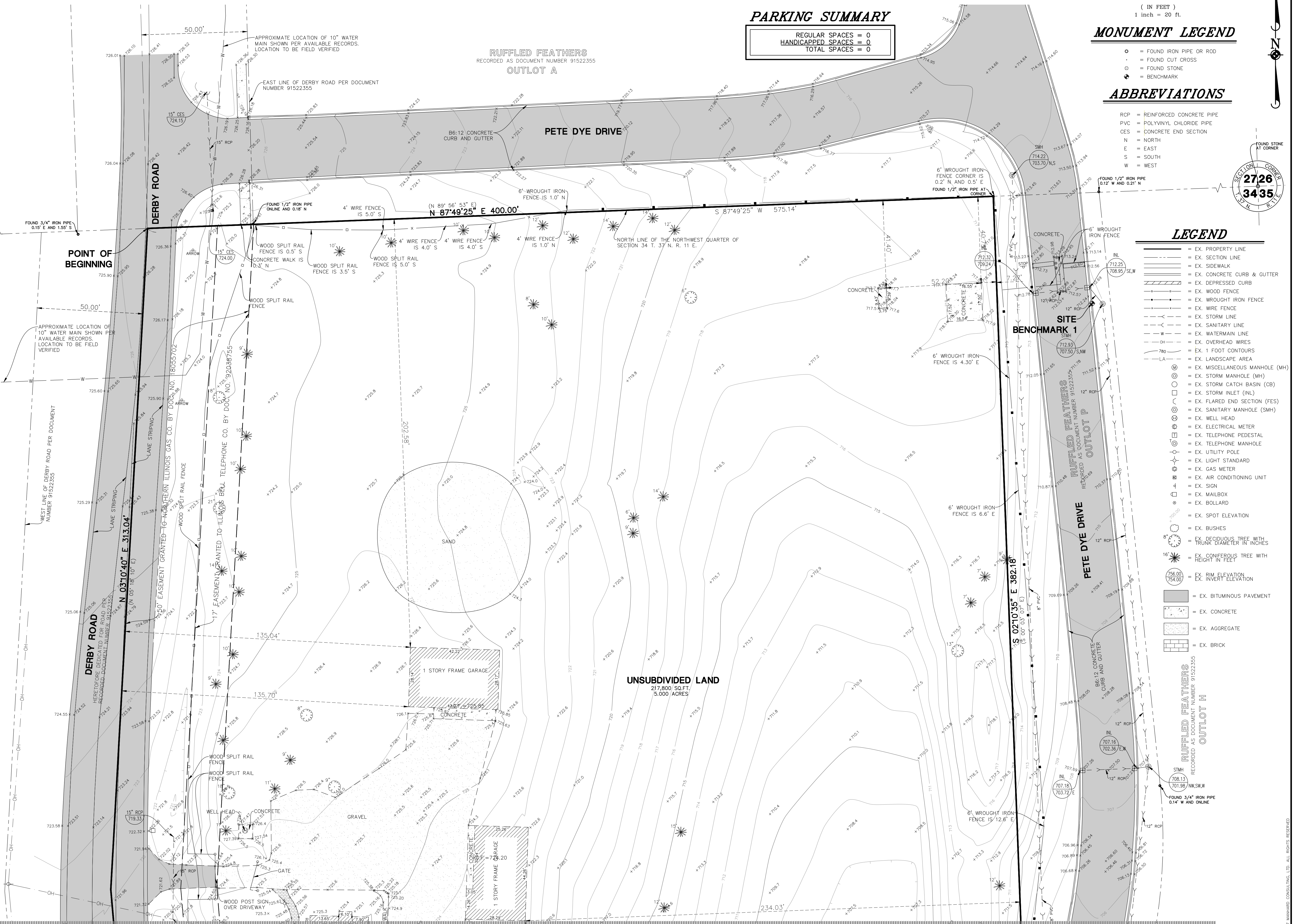
- RCP = REINFORCED CONCRETE PIPE
- PVC = POLYVINYL CHLORIDE PIPE
- CES = CONCRETE END SECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST

LEGEND

- = EX. PROPERTY LINE
- - - = EX. SECTION LINE
- · - · = EX. SIDEWALK
- · - · - · = EX. CONCRETE CURB & GUTTER
- · - · - · - · = EX. DEPRESSED CURB
- · - · - · - · - · = EX. WOOD FENCE
- · - · - · - · - · - · = EX. WROUGHT IRON FENCE
- · - · - · - · - · - · - · = EX. WIRE FENCE
- · - · - · - · - · - · - · - · = EX. STORM LINE
- · - · - · - · - · - · - · - · - · = EX. SANITARY LINE
- · - · - · - · - · - · - · - · - · - · = EX. WATERMAIN LINE
- · - · - · - · - · - · - · - · - · - · - · = EX. OVERHEAD WIRES
- · - · - · - · - · - · - · - · - · - · - · - · = EX. 1 FOOT CONTOURS
- · - · - · - · - · - · - · - · - · - · - · - · - · = EX. LANDSCAPE AREA
- ⊙ = EX. MISCELLANEOUS MANHOLE (MH)
- ⊙ = EX. STORM MANHOLE (MH)
- ⊙ = EX. STORM CATCH BASIN (CB)
- ⊙ = EX. STORM INLET (INL)
- ⊙ = EX. FLARED END SECTION (FES)
- ⊙ = EX. SANITARY MANHOLE (SMH)
- ⊙ = EX. WELL HEAD
- ⊙ = EX. ELECTRICAL METER
- ⊙ = EX. TELEPHONE PEDESTAL
- ⊙ = EX. TELEPHONE MANHOLE
- ⊙ = EX. UTILITY POLE
- ⊙ = EX. LIGHT STANDARD
- ⊙ = EX. GAS METER
- ⊙ = EX. AIR CONDITIONING UNIT
- ⊙ = EX. SIGN
- ⊙ = EX. MAILBOX
- ⊙ = EX. BOLLARD
- ⊙ = EX. SPOT ELEVATION
- ⊙ = EX. BUSHES
- ⊙ = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
- ⊙ = EX. CONIFEROUS TREE WITH HEIGHT IN FEET
- ⊙ = EX. RIM ELEVATION
- ⊙ = EX. INVERT ELEVATION
- = EX. BITUMINOUS PAVEMENT
- = EX. CONCRETE
- = EX. AGGREGATE
- = EX. BRICK

SECTION CORNER
2726
3435

SECTION CORNER
2827
3334



MATCHLINE - SEE SHEET 3

Manhard CONSULTING LTD.
700 Bingham City Center, Suite 1000, Bingham, IL 62506
700 Bingham City Center, Suite 1000, Bingham, IL 62506
Civil Engineers • Surveyors • Water Resources Engineers • Wetland & Wetland Delineation Engineers • Environmental Scientists • Landscape Architects • Planners

12767 DERBY ROAD
LEMONT, ILLINOIS
ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.: WWW
PROJ. ASSOC.: DSR
DRAWN BY: DSR
DATE: 01/06/17
SCALE: 1" = 20'
SHEET
2 OF 3
FCAL0101

© 2017 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED.

ALTA/NSPS LAND TITLE SURVEY

MATCHLINE - SEE SHEET 2



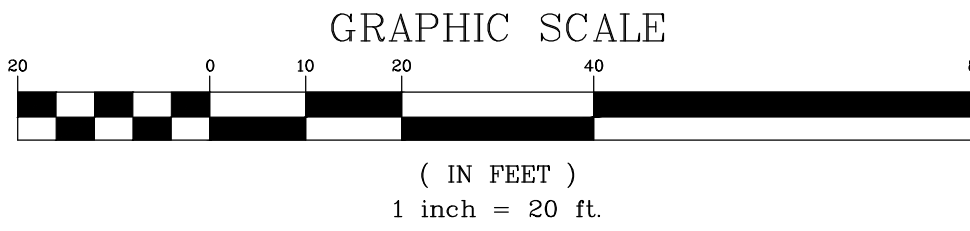
- ### LEGEND
- = EX. PROPERTY LINE
 - - - = EX. SECTION LINE
 - = EX. SIDEWALK
 - = EX. CONCRETE CURB & GUTTER
 - = EX. DEPRESSED CURB
 - = EX. WOOD FENCE
 - = EX. WROUGHT IRON FENCE
 - = EX. WIRE FENCE
 - = EX. STORM LINE
 - = EX. SANITARY LINE
 - = EX. WATERMAIN LINE
 - = EX. OVERHEAD WIRES
 - = EX. 1 FOOT CONTOURS
 - = EX. LANDSCAPE AREA
 - ⊙ = EX. MISCELLANEOUS MANHOLE (MH)
 - ⊙ = EX. STORM MANHOLE (MH)
 - ⊙ = EX. STORM CATCH BASIN (CB)
 - ⊙ = EX. STORM INLET (NL)
 - ⊙ = EX. FLARED END SECTION (FES)
 - ⊙ = EX. SANITARY MANHOLE (SMH)
 - ⊙ = EX. WELL HEAD
 - ⊙ = EX. ELECTRICAL METER
 - ⊙ = EX. TELEPHONE PEDESTAL
 - ⊙ = EX. TELEPHONE MANHOLE
 - ⊙ = EX. UTILITY POLE
 - ⊙ = EX. LIGHT STANDARD
 - ⊙ = EX. GAS METER
 - ⊙ = EX. AIR CONDITIONING UNIT
 - ⊙ = EX. SIGN
 - ⊙ = EX. MAILBOX
 - ⊙ = EX. BOLLARD
 - ⊙ = EX. SPOT ELEVATION
 - ⊙ = EX. BUSHES
 - ⊙ = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
 - ⊙ = EX. CONIFEROUS TREE WITH HEIGHT IN FEET
 - ⊙ = EX. RIM ELEVATION
 - ⊙ = EX. INVERT ELEVATION
 - = EX. BITUMINOUS PAVEMENT
 - = EX. CONCRETE
 - = EX. AGGREGATE
 - = EX. BRICK

MONUMENT LEGEND

- = FOUND IRON PIPE OR ROD
- = FOUND CUT CROSS
- = FOUND STONE
- = BENCHMARK
- ⊙ = EX. BITUMINOUS PAVEMENT
- ⊙ = EX. CONCRETE
- ⊙ = EX. AGGREGATE
- ⊙ = EX. BRICK

ABBREVIATIONS

- RCP = REINFORCED CONCRETE PIPE
- PVC = POLYVINYL CHLORIDE PIPE
- CES = CONCRETE END SECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST



DATE	REVISIONS
05/07/17	REMOVED PER REVIEW OF NEW TITLE COMMITMENT

Manhard CONSULTING LTD
 705 Bingham Circle, Suite 100, Lemont, Illinois 60439
 Toll Free: 1-800-391-3913
 Fax: 630-261-3913
 Email: info@manhard.com
 Services: Surveying • Water Resources Engineering • Water & Wastewater Engineering • Construction Management • Environmental Scientists • Landscape Architects • Planners

12767 DERBY ROAD
 LEMONT, ILLINOIS
 ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.: WWW
 PROJ. ASSOC.: DSR
 DRAWN BY: DSR
 DATE: 01/06/17
 SCALE: 1" = 20'
 SHEET
3 OF **3**
 FCALEI01

EXHIBIT B

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Village Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Development.
2. The requested zoning change implements the recommendations of the 2030 Comprehensive Plan.
3. The requested R-4 Single-Family Detached Residential zoning is consistent with the existing land use of surrounding properties and the proposed zoning is appropriate for the subject property.
4. The rezoning meets all of the criteria for evaluating rezoning requests.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING VARIATIONS TO § 17.26.040.C.1, § 17.26.050.A,
§17.27.020.B.6, AND APPENDIX G LS-10 OF THE UDO TO ALLOW FOR A REDUCED
PARKWAY WIDTH, CONSTRUCTION OF A CUL-DE-SAC WITH A LENGTH OF 384
FEET, REDUCED RIGHT-OF-WAY WIDTH, AND RELIEF FROM WATER MAIN
LOOPING REQUIREMENTS AT 12767 DERBY ROAD IN LEMONT, IL**

(Derby Pines Subdivision)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 14th Day of August, 2017**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
August, 2017.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING VARIATIONS TO § 17.26.040.C.1, § 17.26.050.A, §17.27.020.B.6, AND APPENDIX G LS-10 OF THE UDO TO ALLOW FOR A REDUCED PARKWAY WIDTH, CONSTRUCTION OF A CUL-DE-SAC WITH A LENGTH OF 384 FEET, REDUCED RIGHT-OF-WAY WIDTH, AND RELIEF FROM WATER MAIN LOOPING REQUIREMENTS AT 12767 DERBY ROAD IN LEMONT, IL

(Derby Pines Subdivision)

WHEREAS, GSI Properties LLC, (herein after referred to as “the Petitioner”) is the owner of the property at 12767 Derby Road in Lemont (PIN 22-34-100-005-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance (“UDO”) seeking variations from § 17.26.040.C.1, § 17.26.050.A, §17.27.020.B.6, and Appendix G LS-10 of the UDO to allow for a reduced parkway width of ten (10) feet, construction of a cul-de-sac with a length of 384 feet, reduced right-of-way width of sixty (60) feet, and relief from water main looping requirements; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on June 21, 2017 and voted 5-0 to recommend approval of the requested variations; 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 have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt 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 AS FOLLOWS:

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

SECTION 2: Variation. Variations are granted from §17.26.040.C.1, §17.26.050.A (Table 17-26-01), §17.27.020.B.6, and Appendix G LS-10 of the UDO to allow for a reduced parkway width of ten (10) feet, construction of a cul-de-sac with a length of 384 feet, reduced right-of-way width of sixty (60) feet, and relief from water main looping requirements.

SECTION 3: The variations granted in Section 2 are contingent upon the owner providing a letter of credit in form and substance acceptable to the Village for all public improvements in the Derby Pines Subdivision.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 14th DAY OF AUGUST, 2017.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Ryan Kawsneski				
Dave Maher				
Ken McClafferty				
Rick Sniegowski				
Ron Stapleton				

Approved this 14th day of August, 2017

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

ALTA/NSPS LAND TITLE SURVEY

PARKING SUMMARY

REGULAR SPACES =	0
HANDICAPPED SPACES =	0
TOTAL SPACES =	0



MONUMENT LEGEND

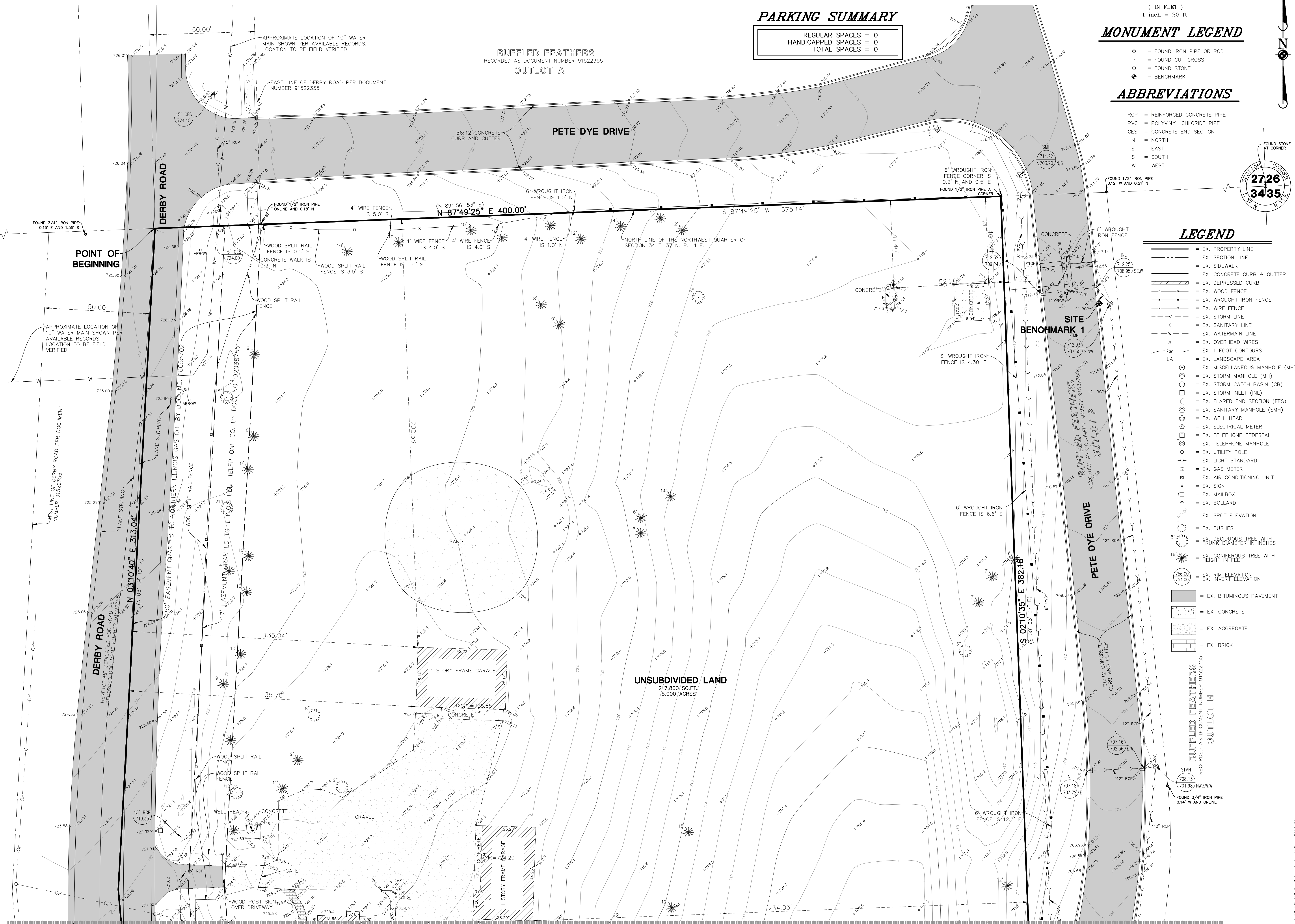
- = FOUND IRON PIPE OR ROD
- = FOUND CUT CROSS
- = FOUND STONE
- ⊕ = BENCHMARK

ABBREVIATIONS

- RCP = REINFORCED CONCRETE PIPE
- PVC = POLYVINYL CHLORIDE PIPE
- CES = CONCRETE END SECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST

LEGEND

- = EX. PROPERTY LINE
- - - = EX. SECTION LINE
- · - · = EX. SIDEWALK
- ▨ = EX. CONCRETE CURB & GUTTER
- ▩ = EX. DEPRESSED CURB
- ▩ = EX. WOOD FENCE
- | — | = EX. WROUGHT IRON FENCE
- | — | = EX. WIRE FENCE
- | — | = EX. STORM LINE
- | — | = EX. SANITARY LINE
- | — | = EX. WATERMAIN LINE
- | — | = EX. OVERHEAD WIRES
- | — | = EX. 1 FOOT CONTOURS
- LA = EX. LANDSCAPE AREA
- ⊙ = EX. MISCELLANEOUS MANHOLE (MH)
- ⊙ = EX. STORM MANHOLE (MH)
- ⊙ = EX. STORM CATCH BASIN (CB)
- ⊙ = EX. STORM INLET (INL)
- ⊙ = EX. FLARED END SECTION (FES)
- ⊙ = EX. SANITARY MANHOLE (SMH)
- ⊙ = EX. WELL HEAD
- ⊙ = EX. ELECTRICAL METER
- ⊙ = EX. TELEPHONE PEDESTAL
- ⊙ = EX. TELEPHONE MANHOLE
- ⊙ = EX. UTILITY POLE
- ⊙ = EX. LIGHT STANDARD
- ⊙ = EX. GAS METER
- ⊙ = EX. AIR CONDITIONING UNIT
- ⊙ = EX. SIGN
- ⊙ = EX. MAILBOX
- ⊙ = EX. BOLLARD
- ⊙ = EX. SPOT ELEVATION
- ⊙ = EX. BUSHES
- ⊙ = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
- ⊙ = EX. CONIFEROUS TREE WITH HEIGHT IN FEET
- ⊙ = EX. RIM ELEVATION
- ⊙ = EX. INVERT ELEVATION
- ▨ = EX. BITUMINOUS PAVEMENT
- ▨ = EX. CONCRETE
- ▨ = EX. AGGREGATE
- ▨ = EX. BRICK



SECTION CORNER
2827
3334

SECTION CORNER
2726
3435

UNSUBDIVIDED LAND
217,800 SQ.FT.
5.000 ACRES

MATCHLINE - SEE SHEET 3

Manhard CONSULTING LTD.
700 Bingham Circle, Suite 100, Lemont, Illinois 60439
Tel: 630-330-1100 Fax: 630-330-1101
www.manhardconsulting.com
Civil Engineers • Surveyors • Water Resources Engineers • Wetland & Wetland Delineation • Environmental Scientists • Landscape Architects • Planners

12767 DERBY ROAD
LEMONT, ILLINOIS
ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.: WWW
PROJ. ASSOC.: DSR
DRAWN BY: DSR
DATE: 01/06/17
SCALE: 1" = 20'
SHEET
2 OF 3
FCALEI01

April 24, 2017 - 09:47 Des Name: P:\cadd\01\des\Sur\Alta\Drawn\Alta_Survey\FSCALEI01.dwg Updated By: TMurphy

ALTA/NSPS LAND TITLE SURVEY

MATCHLINE - SEE SHEET 2



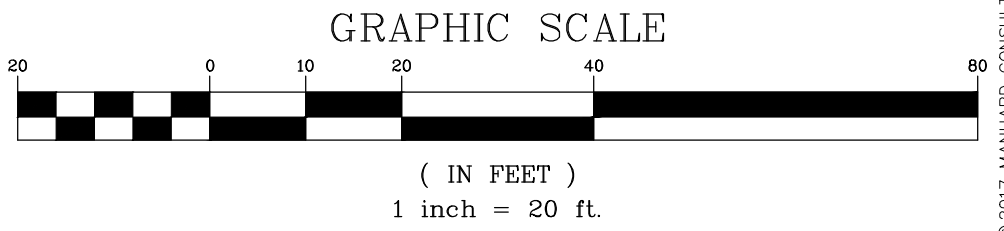
- ### LEGEND
- = EX. PROPERTY LINE
 - - - - = EX. SECTION LINE
 - ==== = EX. SIDEWALK
 - ==== = EX. CONCRETE CURB & GUTTER
 - ==== = EX. DEPRESSED CURB
 - = EX. WOOD FENCE
 - = EX. WROUGHT IRON FENCE
 - = EX. WIRE FENCE
 - = EX. STORM LINE
 - = EX. SANITARY LINE
 - = EX. WATERMAIN LINE
 - = EX. OVERHEAD WIRES
 - = EX. 1 FOOT CONTOURS
 - = EX. LANDSCAPE AREA
 - ⊙ = EX. MISCELLANEOUS MANHOLE (MH)
 - ⊙ = EX. STORM MANHOLE (MH)
 - ⊙ = EX. SANITARY MANHOLE (CB)
 - ⊙ = EX. STORM INLET (NL)
 - ⊙ = EX. FLARED END SECTION (FES)
 - ⊙ = EX. SANITARY MANHOLE (SMH)
 - ⊙ = EX. WELL HEAD
 - ⊙ = EX. ELECTRICAL METER
 - ⊙ = EX. TELEPHONE PEDESTAL
 - ⊙ = EX. TELEPHONE MANHOLE
 - ⊙ = EX. UTILITY POLE
 - ⊙ = EX. LIGHT STANDARD
 - ⊙ = EX. GAS METER
 - ⊙ = EX. AIR CONDITIONING UNIT
 - ⊙ = EX. SIGN
 - ⊙ = EX. MAILBOX
 - ⊙ = EX. BOLLARD
 - ⊙ = EX. SPOT ELEVATION
 - ⊙ = EX. BUSHES
 - ⊙ = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
 - ⊙ = EX. CONIFEROUS TREE WITH HEIGHT IN FEET
 - ⊙ = EX. RIM ELEVATION
 - ⊙ = EX. INVERT ELEVATION
 - = EX. BITUMINOUS PAVEMENT
 - = EX. CONCRETE
 - = EX. AGGREGATE
 - = EX. BRICK

MONUMENT LEGEND

- ⊙ = FOUND IRON PIPE OR ROD
- ⊙ = FOUND CUT CROSS
- ⊙ = FOUND STONE
- ⊙ = BENCHMARK
- ⊙ = EX. RIM ELEVATION
- ⊙ = EX. INVERT ELEVATION

ABBREVIATIONS

- RCP = REINFORCED CONCRETE PIPE
- PVC = POLYVINYL CHLORIDE PIPE
- CES = CONCRETE END SECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST



DATE	REVISIONS
05/07/17	REMOVED PER REVIEW OF NEW TITLE COMMITMENT

Manhard CONSULTING LTD.
 705 Bingham Circle, Suite 100, Lemont, Illinois 60439
 Cell: 630-951-1100 • Fax: 630-951-1101 • Email: info@manhard.com
 Construction Managers • Environmental Scientists • Planners

12767 DERBY ROAD
 LEMONT, ILLINOIS
 ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.: WWW
 PROJ. ASSOC.: DSR
 DRAWN BY: DSR
 DATE: 01/06/17
 SCALE: 1" = 20'

SHEET
3 OF **3**
 FCALEI01

April 24, 2017 - 08:47 Des: Name: P:\Fscale01.dwg\Surf\Final_Drawing\Alta_Survey\FCALEI01.dwg - Updated By: TMurphy

EXHIBIT B

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Residential.
2. The request is consistent with the surrounding land uses.
3. The requested variation substantially meets the standards for granting variations.

VILLAGE OF LEMONT
RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLAT OF SUBDIVISION FOR A PROPERTY
LOCATED AT 12767 DERBY ROAD IN LEMONT, ILLINOIS**

(Derby Pines Subdivision)

**APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF AUGUST, 2017**

**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 14th day of August, 2017.**

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION APPROVING A PLAT OF SUBDIVISION FOR A PROPERTY
LOCATED AT 12767 DERBY ROAD IN LEMONT, ILLINOIS**

(Derby Pines Subdivision)

WHEREAS, GSI Properties LLC, (hereinafter referred to as the “Petitioner”), is the owner of the property covering approximately five (5) acres located at 12767 Derby Road (PIN # 22-34-100-005-0000), legally described and depicted in Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Petitioner applied for a rezoning to subdivide the property into eight (8) lots; and

WHEREAS, said application was reviewed in accordance with the Lemont Unified Development Ordinance of 2008 and approved by the Village Board of Trustees on August 14, 2017; and

WHEREAS, the plat of subdivision is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

WHEREAS, the President and Board of Trustees have determined that the proposed plat of subdivision is in the best interest of the Village of Lemont.

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

SECTION 1: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Plat Approval. The Derby Pines Subdivision, which is attached hereto and made part hereof 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 14TH DAY OF AUGUST, 2017.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Ryan Kwasneski

Dave Maher

Ken McClafferty

Rick Sniegowski

Ron Stapleton

APPROVED THIS 14TH DAY OF AUGUST, 2017

JOHN EGOFSKE, Village President

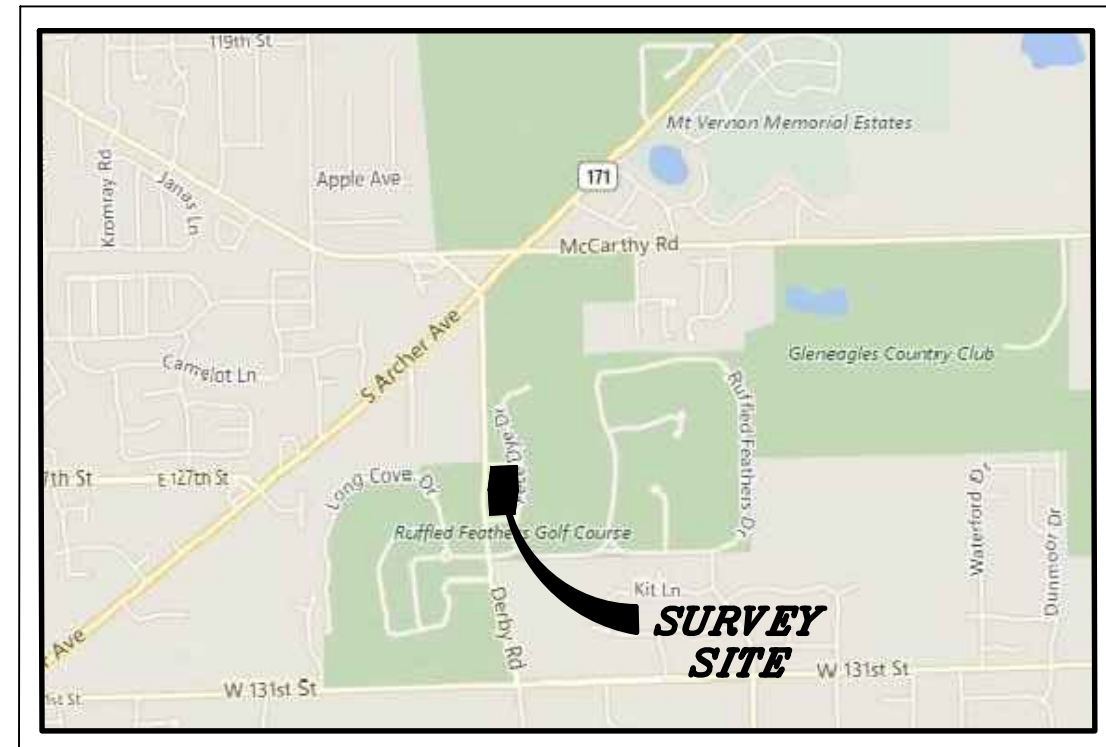
Attest:

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

FINAL PLAT OF DERBY PINES SUBDIVISION

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

- PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT
- S.F. = SQUARE FEET
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST

LOT RESTRICTION DETAIL

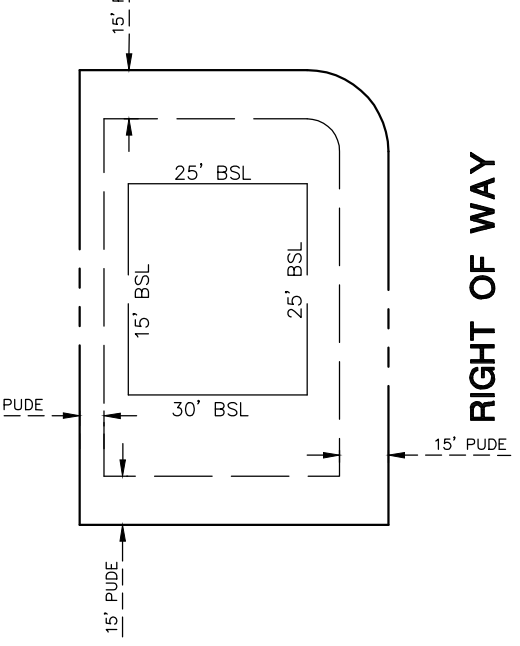
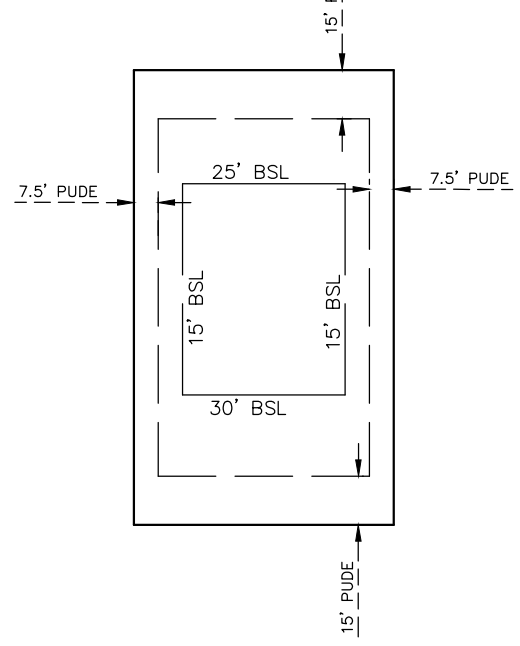
(THIS DETAIL DOES NOT APPLY TO OUTLOTS.
EASEMENTS ON OUTLOTS ARE AS SHOWN ON THE PLAT.)

**TYPICAL INTERIOR LOT DETAIL
LOTS 1-8**
(UNLESS OTHERWISE NOTED ON PLAT)

**TYPICAL CORNER LOT DETAIL
LOTS 1 & 8**
(UNLESS OTHERWISE NOTED ON PLAT)

RIGHT OF WAY

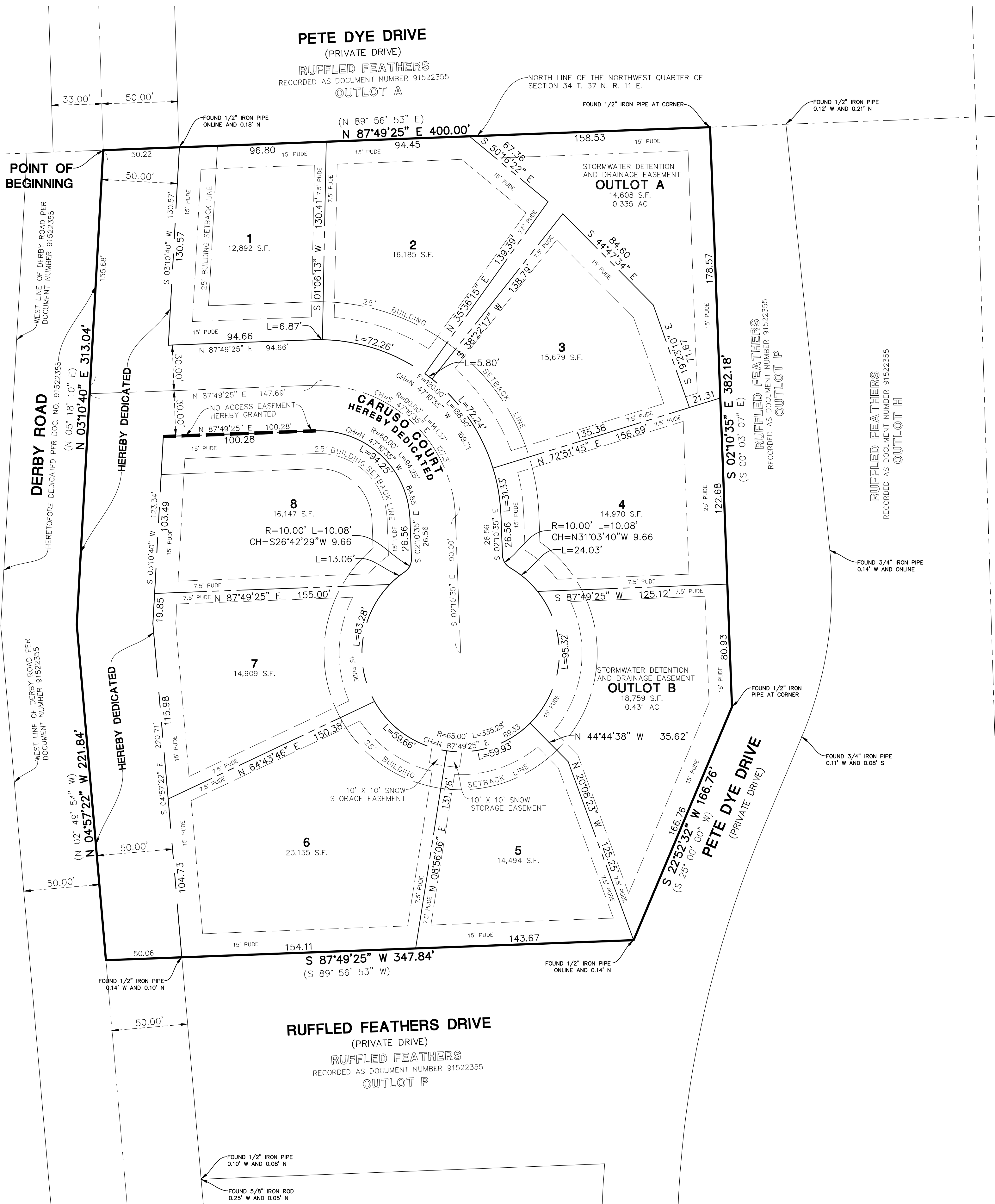
RIGHT OF WAY



BSL = BUILDING SETBACK LINE
PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT

ACCESS NOTES

1. THERE SHALL BE NO DIRECT ACCESS TO/FROM CARUSO COURT ALONG THE NORTH LINE OF LOT B (SEE PLAT FOR LIMITS OF NO ACCESS EASEMENT)
2. THERE SHALL BE NO DIRECT ACCESS TO/FROM DERBY ROAD AND LOTS 1, 6, 7 AND 8.
3. THERE SHALL BE NO DIRECT ACCESS TO/FROM PETE DYE DRIVE AND RUFFLED FEATHERS DRIVE BY ANY LOT OR OUTLOT IN THIS SUBDIVISION.



BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

SURVEY PREPARED FOR

MR. FRANK CARUSO
8404 EVERGREEN LANE
DARIEN, ILLINOIS 60561

SUBMITTED BY/RETURN TO:

THE VILLAGE OF LEMONT
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
418 MAIN STREET
LEMONT, ILLINOIS 60439
ATTN. HEATHER VALONE, VILLAGE PLANNER

GRANTOR'S LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF DERBY ROAD AND THE NORTH LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 575.14 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES, 56 MINUTES, 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 400.00 FEET; THENCE SOUTH 0 DEGREES, 03 MINUTES, 07 SECONDS EAST 382.18 FEET; THENCE SOUTH 25 DEGREES, 00 MINUTES, 00 SECONDS WEST 166.76 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 53 SECONDS WEST 347.84 FEET TO THE CENTERLINE OF DERBY ROAD; THENCE NORTH 2 DEGREES, 49 MINUTES, 54 SECONDS WEST ALONG THE CENTERLINE OF DERBY ROAD, 221.84 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF DERBY ROAD, NORTH 5 DEGREES, 18 MINUTES, 10 SECONDS EAST, 313.04 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

PROPERTY AREA

LOTS = 128,431 SQ. FT. (2.948 ACRES)
OUTLOTS = 33,367 SQ. FT. (0.766 ACRES)
RIGHT-OF-WAY = 56,002 SQ. FT. (1.285 ACRES)
TOTAL AREA = 217,800 SQ. FT. (4.999 ACRES)

SHEET INDEX

SHEET 1 OF 2:	BOUNDARY AND LOT DETAILS
SHEET 2 OF 2:	CERTIFICATES AND EASEMENT PROVISIONS

DATE	REVISIONS
08/09/17	REVISED PER VILLAGE REVIEW
08/09/17	REVISED PER VILLAGE REVIEW
08/30/17	REVISED PER VILLAGE REVIEW
08/30/17	REVISED PER VILLAGE REVIEW
08/30/17	REVISED LOT & ROW CONFIGURATION
08/30/17	REVISED TO A PUD PLAT
08/30/17	REVISED TO 60' WIDE ROW

Manhard

CONSULTING LTD.

700 Bridge Club, Suite 200, Naperville, IL 60563
 708-875-8800 • Fax: 708-875-8801
 Cell: 708-875-8802 • Email: info@manhardconsulting.com
 Construction Managers • Environmental Scientists • Planners

DERBY PINES SUBDIVISION
LEMONT, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: WWW
 PROJ. ASSOC.: DAR
 DRAWN BY: WWW
 DATE: 01/12/17
 SCALE: 1" = 50'

SHEET
1 OF **2**
FCA.LEI01

August 9, 2017 - 10:26 AM - Data Name: F:\Estate\01\New\Survey\Final Drawings\Plat of Subdivision\FCA.LEI01.PS.dwg - Updated By: BWright

FINAL PLAT OF DERBY PINES SUBDIVISION

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP
37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS)
COUNTY OF COOK)

WE, GSI PROPERTIES LLC, DO HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNERS, WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS HEREON SHOWN, AS OWN FREE AND VOLUNTARY ACT AND DEED.
WE HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES; GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT; AND GRANT AND DECLARE THE STORM WATER DRAINAGE AND DETENTION EASEMENTS AS STATED AND SHOWN ON THIS PLAT.
WE FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS SUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE SUBDIVISION ON THE FACE OF THIS SUBDIVISION PLAT.

WE FURTHER CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE, WE THE UNDERSIGNED AS OWNERS OF THE PROPERTY, WHICH WILL BE KNOWN AS DERBY PINES SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

COMBINED SCHOOL DISTRICT C.C. NO. 113A
JOLIET COMMUNITY COLLEGE DISTRICT 525

DATED THIS _____ DAY OF _____, A.D. 20____

SIGNED _____ OWNER'S NAME AND ADDRESS

GSI PROPERTIES LLC
1303 SCHIFERL ROAD
BARTLETT, ILLINOIS 60103

SIGNED _____

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESaid, DO HEREBY CERTIFY THAT _____ AND

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS ANNEXED PLAT AS A FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC _____

GRADING/DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D., 20____

BY: _____
OWNER/ATTORNEY

BY: _____
PROFESSIONAL ENGINEER

VILLAGE ENGINEERS CERTIFICATE

STATE OF ILLINOIS)
SS)
COUNTY OF COOK)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS _____ DAY OF _____, 20____

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
SS)
COUNTY OF COOK)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT LEMONT THIS _____ DAY OF _____, 20____

BY: _____
VILLAGE TREASURER

MORTGAGEE CONSENT

THE UNDERSIGNED, AS MORTGAGEE, UNDER THE PROVISIONS OF CERTAIN MORTGAGE DATED

_____ AND RECORDED IN THE RECORDER'S OFFICE OF XXXXXXXX,

COUNTY, ILLINOIS, ON THIS _____ DAY OF _____, A.D., _____, AS DOCUMENT

NUMBER _____, HEREBY CONSENTS TO THE SUBDIVISION STATED HEREIN.

DATED: _____, A.D., 20____

BY: _____

PRINTED NAME AND TITLE _____ MORTGAGEE'S NAME AND ADDRESS _____

ATTEST: _____

PRINTED NAME AND TITLE _____

MORTGAGEE NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC _____

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____, 20____

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "PU & DE" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSIONS, DISTRIBUTION, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH LINES AND SEWERS. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, LANDSCAPE AREAS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCE OF THE VILLAGE OF LEMONT AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION.

PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LEMONT AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE AND OTHER PUBLIC SAFETY RELATED SERVICES.

NICOR GAS EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE PARCEL WITH NATURAL GAS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

NICOR GAS COMPANY
ITS RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PARCEL SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "PUBLIC UTILITY EASEMENT", AND THE PARCEL DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PARCEL FOR ALL SUCH PURPOSES. NO PERMANENT STRUCTURES MAY BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PARCEL SHOWN WITHIN THE DOTTED LINES MARKED "PUBLIC UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES, BUT THE EASEMENT AREA MAY BE USED FOR PURPOSES NOT INCONSISTENT WITH THE RIGHTS GRANTED, INCLUDING WITHOUT LIMITATION, CONSTRUCTION OF PARKING AREAS, DRIVEWAYS, LANDSCAPE ISLANDS AND LANDSCAPING, INCLUDING SHALLOW ROOTED BUSHES AND SHRUBS, BUT EXCLUDING TREES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PARCEL SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

IF REQUESTED BY GRANTOR/LOT OWNER, RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF GRANTOR/LOT OWNER TO A LOCATION MUTUALLY AGREEABLE TO THE PARTIES AND THIS EASEMENT AND/OR THE EASEMENT PREMISES SHALL BE AMENDED TO ACCOMMODATE THE NEW GAS MAIN ALIGNMENT.

COMMONWEALTH EDISON AND AT&T EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COM ED COMPANY AT&T COMPANY

THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES ON THE PLAT AND MARKED "PUBLIC UTILITY EASEMENT", "P.U.E.". THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES MARKED "PUBLIC UTILITY EASEMENT", "P.U.E.". WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES, AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH IN SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCEL OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

COMCAST EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

DRAINAGE AND STORMWATER DETENTION EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LEMONT EASEMENTS IN, OVER, UNDER, THROUGH, AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS "DRAINAGE AND STORMWATER DETENTION EASEMENT" OR "D.E." AND OUTLOT A AND OUTLOT B FOR PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL, TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS, TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDED OR DIMINISH STORMWATER DRAINAGE OF DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, THE REMOVAL OF SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID DRAINAGE EASEMENT COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, REMOVAL OF ANY OBSTRUCTION OR ALTERATION TO OR UPON THE STORMWATER FACILITIES DRAINAGE EASEMENT, AS SET FORTH IN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDEATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF [COOK, DUPAGE OR WILL] COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER WHICH CAUSED SUCH OBSTRUCTION OR ALTERATION.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

SNOW STORAGE EASEMENT

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LEMONT EASEMENTS IN, OVER, UNDER, THROUGH, AND UPON THOSE AREAS OF LOTS 5 AND 6 DESIGNATED ON THE PLAT AS "SNOW STORAGE EASEMENT" FOR PURPOSE OF STOCKPILING FLOWED SNOW FROM CARUSO COURT. SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. THIS EASEMENT, AND ACCESS TO IT, SHALL REMAIN CLEAR OF ANY ABOVE GROUND OBSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING AND MAILBOXES.

PERMISSION TO RECORD

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, WILLIAM W. WRIGHT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS _____ DAY OF _____, A.D. 20____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003502
LICENSE EXPIRES NOVEMBER 30, 2018

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DuPAGE)

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF DERBY ROAD AND THE NORTH LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 575.14 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 55 MINUTES, 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 400.00 FEET; THENCE SOUTH 0 DEGREES, 03 MINUTES, 07 SECONDS EAST 382.18 FEET; THENCE SOUTH 25 DEGREES, 00 MINUTES, 00 SECONDS WEST 166.76 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 53 SECONDS WEST 347.84 FEET TO THE CENTERLINE OF DERBY ROAD; THENCE NORTH 2 DEGREES, 49 MINUTES, 54 SECONDS WEST ALONG THE CENTERLINE OF DERBY ROAD, 221.84 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF DERBY ROAD, NORTH 5 DEGREES, 18 MINUTES, 10 SECONDS EAST, 313.04 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 4.999 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL ENGINEERING MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17031C0587J AND 17031C0589J BOTH WITH AN EFFECTIVE DATE OF AUGUST 19, 2008 INDICATE THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR AS PLANNING FEATURES OUTSIDE SPREADING HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20____

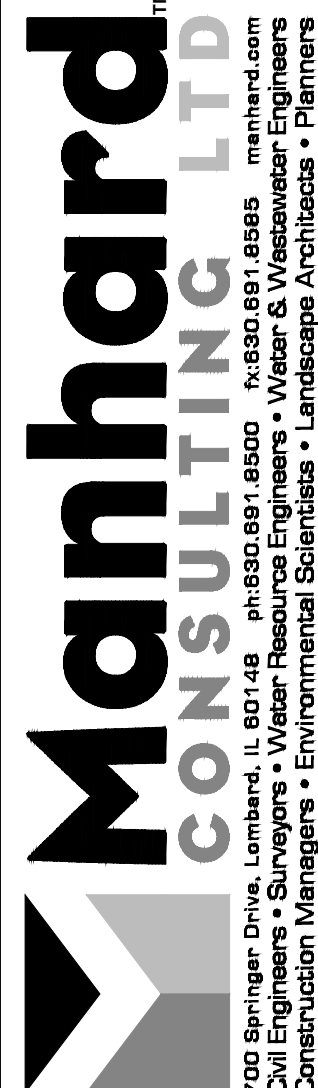
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003502
LICENSE EXPIRES NOVEMBER 30, 2018

DESIGN FIRM PROFESSIONAL REGISTRATION
NO. 184003350-EXPIRES APRIL 30, 2019

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: DECEMBER 30, 2016

DATE	REVISIONS
09/09/17	REVISED PER VILLAGE REVIEW
09/07/17	REVISED PER VILLAGE REVIEW
08/24/17	REVISED TO PLAT OF SUBDIVISION
07/27/17	REVISED TO A PLD PLAT
07/21/17	REVISED TO 60' WIDE ROW



DERBY PINES SUBDIVISION
LEMONT, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: WWW
PROJ. ASSOC.: DR
DRAWN BY: WWW
DATE: 01/12/17
SCALE: N/A
SHEET
2 OF 2
FCA.LE101

TO: Mayor John Egofske
Village Board of Trustees

FROM: Ralph Pukula, Public Works Director

SUBJECT: Resolution Ratifying and Approving a Proposal from Layne Christensen Company for Well 3 Repair Services

DATE: 08/14/2017

SUMMARY/ BACKGROUND

As discussed at the July 18th COW meeting, emergency repairs to Well 3 became necessary to complete.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Staff recommends that the Village of Lemont to waive competitive bidding and authorize the resolution for emergency repairs to Well 3 performed by Layne Christensen Company. The proposal cost is \$144,718, but we are requesting the amount not to exceed \$150,000 for additional unforeseen repair costs.

BOARD ACTION REQUESTED

Adopt the resolution to waive competitive bidding and authorize the emergency repairs to Well 3 performed by Layne Christensen Company.

ATTACHMENTS

- Resolution
- Exhibit A Cost Estimate



Resolution No. _____

**A Resolution Ratifying and Approving a Proposal from Layne Christensen Company
for Certain Well Repair Services**

WHEREAS, the Village of Lemont ("Village") operates a water distribution system that consists of approximately 75 miles of looped water main, four deep wells, and a shallow emergency well; and

WHEREAS, a significant reduction in flow was recently discovered in the well commonly referred to as "Well No. 3"; and

WHEREAS, it was necessary to undertake and perform certain emergency repairs on Well No. 3 shortly after the reduction in flow was discovered to mitigate further damage to said well;

WHEREAS, following the initial emergency repair work, a thorough inspection was performed and it was discovered that certain additional repairs are necessary to ensure that Well No. 3 is in proper working order; and

WHEREAS, Layne Christensen Company performed the emergency repair work on and subsequent inspection of Well No. 3, and has submitted a proposal to Village staff outlining the work performed to date and all additional work required to ensure Well No. 3 is in proper working order;

WHEREAS, the Village has an existing and satisfactory relationship with Layne Christensen Company; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, upon receipt and review of said proposal, the Village Board has determined that it is advisable, necessary and in the best interests of the Village to waive competitive bidding and to ratify and accept the proposal from Layne Christensen Company for the repair work for Well No. 3 in the not to exceed amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00).

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

Section One: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

Section Two: Waiver of Public Bid Requirements and Ratification and Acceptance of Proposal. The Village Board hereby waives the competitive bidding requirements otherwise applicable to

accepting the proposal from Layne Christensen Company. Said proposal is hereby ratified and approved in the not to exceed amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00).

Section Three: The Village Administrator or his designee is authorized to accept the proposal from Layne Christensen Company, to make minor changes to the document prior to execution that do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution.

Section Four: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 14th day of August, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A
Layne Christensen Company Cost Estimate Well 3 Repair



WATER · MINERAL · ENERGY

July 14, 2017

TO: Ralph Pukula/Jerry Turrise
418 Main Street
Village of Lemont
Lemont, IL 60439

RE: **Well No. 3**

Gentlemen,

Per our discussions, we wish to update our proposal for the costs on the pulling and reinstallation of the 300 HP Byron Jackson submersible pump in your Well No. 3.

Please find attached our Pump Inspection Report. The reasons for the 500 GPM (+) drop in flow were holes in the 2 surge valves and the possible flow restriction, when the lower surge valve flappers fell into the top of the bowl.

The revised, estimated costs to perform the needed repairs are detailed as follows:

• Mobilization, set-up equipment, and pull pump to surface	\$28,000.00
• Sandblast pipe for inspection	\$1,600.00
• Byron Jackson surface plate refurbishing	\$800.00
• Hydro crane and crew to load and haul bowl, cable motor, 8" pipe etc. to yard	\$4,300.00
• Disassemble, clean & inspect all bronze bowl assembly	\$1,800.00
• Complete servicing of 300HP Type H Byron Jackson motor, by Byron Jackson certified technician (includes inspection)	\$4,400.00
• Hypot check of cable, lump sum	\$950.00
• Rebuild Byron Jackson all bronze fitted bowl assembly <u><i>IF REQUIRED</i></u>	\$14,500.00
• Miscellaneous materials, such as, sodium hypochlorite, HTH tablets, stainless steel banding and buckles, etc.	\$750.00

WATER RESOURCES

<ul style="list-style-type: none"> • Mobilization of 8" pipe bowl, cable, and motor to site and unload 	\$4,500.00
<ul style="list-style-type: none"> • Byron Jackson flat cable assembly 	\$6,800.00
<ul style="list-style-type: none"> • 8" T&C replacement pipe, 190 ft. @ \$47.00/ft. (21' to compensate for amount cut off) 	\$8,930.00
<ul style="list-style-type: none"> • 4 – 8" line pipe couplings @ \$187.00 each 	\$748.00
<ul style="list-style-type: none"> • Labor to replace both surge valves 	\$550.00
<ul style="list-style-type: none"> • 2-8" surge control valves @ \$1,168.00 ea. 	\$2,336.00
<ul style="list-style-type: none"> • Cutting & rethreading of an estimated 18-22 non-coupling pipe ends, plus drill and tap couplings for set screws. 	\$6,450.00
<ul style="list-style-type: none"> • Sandblasting & epoxy coating of the pipe, inside & out - 940' @ \$26/ft. 	\$24,400.00
<ul style="list-style-type: none"> • Remobilization, Reinstall, test, and demobilization 	\$33,000.00
TOTAL ESTIMATED PUMP REPAIR COST	\$144,718.00

We have not discussed your desire to televise the well. From the work so far, we do not see any compelling reason to do so; but should you want the well be televised with our side-view camera, please add \$1,750.00.

The Well No.3 motor is a Byron Jackson 300HP, Type H mercury seal motor. The Well 3 motor can be reinstalled as long as the seal is "not repaired". The motor and the special motor seal check out good and there is no need for any motor "repairs"; so the work includes our unique motor servicing. While this does not extend any implied or statutory warranty, this special service is the best practice for maintaining a long, service life for this high quality motor.

If you have any questions concerning this information, please don't hesitate to give us a call.

Sincerely,

Michael McDonald
 Michael McDonald
 Account Manager
 Layne Christensen Company

Cc: Thomas P. Healy, General Manager



TO: Mayor John Egofske
Village Board of Trustees

FROM: Ralph Pukula, Public Works Director

SUBJECT: Resolution Authorizing Intergovernmental Agreement with Regional Transportation Authority, a Division of Metra

DATE: 08/14/2017

SUMMARY/ BACKGROUND

Staff contacted Metra earlier this year to discuss grant funding for improvements to the Metra Station. Funding was made available through Metra's budgetary efficiencies over the past 12 months and is being offered to select Villages. The Village of Lemont has been given the opportunity to utilize the grant money to perform Metra Station and Shelter Renovations.

The scope of the work for the Lemont Metra station will consist of an interior remodel of the existing Metra train station and Metra train shelter. The train station shall have the existing toilet room removed and install two ADA toilets (one Men's and one Women's) in its place. The existing door and frame will be removed and increased in opening size. Also, an ADA drinking fountain is to be installed where an existing closet is located. The train shelter is to have foundation walls installed under the proposed windows at North and South elevations. Proposed windows will also be installed on top of existing low stone walls at the East and West elevations. The train station interior that is to be remodeled is approximately 450 square feet and the train shelter area is approximately 760 square feet. API Architects is currently handling the bid process, with the bid opening on August 22nd. The overall estimated cost for the work, based on the agreement is \$208,080.00. The attached IGA describes the process for completing the proposed work as well as the obligations for each party involved.

Once the Village executes the IGA, Metra will bring the agreement to their board at the earliest opportunity.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Staff recommends that the Village of Lemont authorize the Intergovernmental Agreement between the Village of Lemont and Metra for the Metra Station and Shelter Renovation.

BOARD ACTION REQUESTED

Adopt the resolution authorizing the Intergovernmental Agreement between the Village of Lemont and Metra for the Metra Station and Shelter Renovation.

ATTACHMENTS

- Resolution Authorizing the Intergovernmental Agreement
- Exhibit A Agreement



Resolution No. _____

A Resolution Approving the Execution of an Intergovernmental Funding Agreement with Metra to Facilitate the Repair of a Certain Commuter Facility in Lemont, Illinois

WHEREAS, the Village of Lemont (“Village”) desires to make certain repairs and improvements to the Metra commuter facility located in Lemont, Illinois (“Commuter Facility”); and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority (“Metra”) desires to contribute certain grant funds to the Village to facilitate certain agreed upon repairs and improvements to the Commuter Facility; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into an Intergovernmental Funding Agreement with Metra that outlines the parties respective rights and obligations with respect to the agreed upon Commuter Facility improvements and the grant funds being provided by Metra to facilitate same (“Agreement”), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

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

Section One: The Agreement attached hereto as Exhibit A is hereby approved.

Section Two: The Mayor and/or Village Administrator are authorized to execute the Agreement and to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 14th day of August, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

INTERGOVERNMENTAL FUNDING AGREEMENT
FOR THE REPAIR OF A COMMUTER FACILITY IN
THE VILLAGE OF LEMONT

INTERGOVERNMENTAL FUNDING AGREEMENT
FOR THE REPAIR OF A COMMUTER FACILITY IN
THE VILLAGE OF LEMONT

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") made and entered into this ___ day of _____, 20___, by and between the Village of Lemont, an Illinois municipal corporation ("**Municipality**"), and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"). The Municipality and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties.**"

RECITALS:

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government and school districts may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies and desires to contribute grant funds to the Municipality to perform certain agreed upon repairs and improvements to the Lemont Metra commuter facility as more fully described herein ("**Project**").

D. The Municipality is authorized to cooperate with Metra in the exercise of its powers and agrees to perform, or cause to be performed, the Project at the Lemont Metra commuter facility ("**Premises**").

E. Metra's goal in providing the agreed upon grant funds to the Municipality is to assure its commuter facility is in a state of good repair.

F. Metra has determined that it is in the best interest of the Parties to provide the Municipality the necessary grant funding for the performance of the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

1. **THE PROJECT.** The Municipality agrees to undertake and complete the Project, approved by Metra and more specifically described on **Exhibit A**, attached to and made a part of this Agreement, ("**Project Scope**").

2. **AMOUNT OF GRANT.** The Project has been estimated to cost approximately Two Hundred Eight Thousand Eighty Dollars (\$208,080). Metra agrees to provide grant funding to the Municipality to cover the estimated Project costs in an amount not to exceed Two Hundred Eight Thousand Eighty Dollars (\$208,080) ("**Grant**" or "**Grant Funds**"). Metra, at its sole discretion, may agree in writing to increase the amount of the Grant Funding subject to the approval of Metra's Executive Director, but in no event shall the total amount provided by Metra under this Agreement exceed the actual Net Project Cost. Metra is not liable for any amount in excess of the amount of the Grant Funding. The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for Metra's participation.

3. **METRA'S OBLIGATIONS.**

(a) Metra shall review the Project Scope in conjunction with the cost estimate(s) of the Project submitted by the Municipality ("**Cost Estimate**"). No work on the Project shall begin prior to Metra's approval of the Project Scope and Cost Estimate. Said approved Cost Estimate shall become a part of this Agreement as **Exhibit B**.

(b) Metra agrees to pay Municipality the Grant Funds pursuant to the terms and conditions of this Agreement.

(c) Metra reserves the right to inspect the Project at any and all stages of Work, as later defined herein, and the right to audit the funding transaction and use of said funds, both of which shall be contingent upon reasonable prior notice to Municipality. Notwithstanding anything herein to the contrary, Metra or its representatives or agents shall not enter the Premises to inspect the Work during any period of active staging or construction without being accompanied by an employee, agent or representative of Municipality and complying with all applicable workplace safety protocols. Municipality shall cooperate with Metra's reasonable requests to inspect the Premises.

4. **MUNICIPALITY'S OBLIGATIONS.**

(a) Municipality shall be responsible for providing the Project Scope and Cost Estimate(s) for the Project, unless Metra agrees in writing to provide such information. Metra will be under no obligation to pay for any work performed prior to Metra approving the Project Scope and Cost Estimate.

(b) Municipality shall be responsible for the performance of the Project elements ("**Work**") or causing the Work to be performed in a good and workmanlike manner and in accordance with the Project Scope and this Agreement.

(c) Municipality agrees to comply with all applicable federal laws, state laws and regulations and shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

(d) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers,

agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority (collectively, the “**Metra Parties**”, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with the Project or this Agreement, except to the extent caused in whole or in part by the negligent, intentional, or wrongful act or omission of the Metra Parties. The indemnities contained in this Section shall survive termination of this Agreement.

(e) Subject to reasonable prior notice, Municipality shall permit, and shall require its contractors to permit, Metra or its designated agents to inspect all work, materials, payrolls, and other data, and records with regard to the Project and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. Notwithstanding anything herein to the contrary, Metra or its representatives or agents shall not enter the Premises to inspect the Work during any period of active staging or construction without being accompanied by an employee, agent or representative of Municipality and complying with all applicable workplace safety protocols. Municipality shall cooperate with Metra’s reasonable requests to inspect the Premises.

5. JOINT OBLIGATIONS.

(a) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties’ compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

(b) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

(c) Municipality and Metra agree that this Agreement is for the benefit of the Parties and not for the benefit of any third party beneficiary. No third party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

(d) The Parties understand that a Railroad flagman may be required whenever Municipality or its contractor is performing the Work on Metra property or other railroad property for the purposes set forth herein, the cost of which will be borne by Metra. In the event it is determined flagging will be required pursuant to a work schedule (“**Schedule**”) provided by Municipality, then Metra and Municipality agree to cooperate in scheduling the flagging to facilitate the Project. In the event the Work is being performed on the property of another railroad, but is being funded by Metra, then in that event, the Municipality or its contractor may need to enter into an Entry Agreement with the other railroad, and Metra agrees to provide the Municipality any such additional funding to

compensate the Municipality for any costs associated with access to another railroad's property or the flagging required by the other railroad.

6. **NO OBLIGATIONS TO THIRD PARTIES.** Neither Metra nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without Metra's specific consent. This limitation shall apply despite the fact that Metra concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by Metra, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect Metra's interest in the Project or obligating itself in any manner to any third party with respect to the Project.

7. **CONTRACTOR INDEMNIFICATION AND INSURANCE.**

(a) In all contracts executed by Municipality for the Project and performance of the Work on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further require its contractor to obtain any insurance that may be required by Metra and cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

8. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as "**Eligible Costs**" to the extent they meet the requirements set forth below:

- i. Be necessary in order to accomplish the Project; and
- ii. Be satisfactorily documented.

(b) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by Metra.

9. **PAYMENT BY METRA.** Metra may pay Municipality the Grant Funds in advance of the Work being performed, or may pay Municipality upon submittal of an acceptable invoice to Metra along with any detailed information about the Work that may be required by Metra. In the event Metra has determined that payment to Municipality will be pursuant to a submitted invoice, then in that event, Metra shall process the invoice to verify that such costs are Eligible Costs incurred by Municipality, and shall submit payment within 30 days of the date upon which such payment invoice was timely received. Municipality shall submit invoices for actual costs incurred within 45 days after completion of the Project. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by Metra of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. Metra will make a final determination as to the allowability only after a final audit of the Project has been conducted.

10. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges. Municipality shall maintain all financial records of the Project expenses for a minimum of three years after the Grant is closed out.

11. **AUDIT AND INSPECTION.** Subject to reasonable prior notice, Municipality shall permit, and shall require its contractors to permit, Metra, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. Notwithstanding anything herein to the contrary, Metra or its representatives or agents shall not enter the Premises to inspect the Work during any period of active staging or construction without being accompanied by an employee, agent or representative of Municipality and complying with all applicable workplace safety protocols. Municipality shall cooperate with Metra's reasonable requests to inspect the Premises.

12. **RIGHT OF METRA TO TERMINATE.** Upon written notice to Municipality, Metra reserves the right to suspend or terminate all or part of the financial assistance herein provided if Municipality is, or has been, in violation of the terms of this Agreement, and has failed or refused to remedy said violation after written notice from Metra specifying the alleged violation and a reasonable opportunity to cure same. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant Funds will not invalidate obligations properly incurred by Municipality and concurred in by Metra prior to the date of termination to the extent they are non-cancellable. The acceptance of a remittance by Metra of any or all Project Funds previously received by Municipality or the closing out of Metra financial participation in the Project shall not constitute a waiver of any claim which Metra may otherwise have arising out of this Agreement. 13.

PROJECT SETTLEMENT AND CLOSE-OUT. Upon receipt of notice of successful completion of the Project or upon termination by Metra, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the Metra Grant. If Metra has made payments to Municipality in excess of the total cost of the Project or if Metra has

advanced funds which exceed the Project cost, Municipality shall promptly remit such excess funds to Metra. Project close-out occurs when Metra notifies Municipality and forwards the final Grant payment or when an appropriate refund of Metra Grant Funds has been received from Municipality and acknowledged by Metra. Grant Funds which have not been dispersed to the Municipality will automatically revert to Metra upon completion of the Project, provided that no outstanding invoices from the Municipality are pending submittal. Close-out shall be subject to any continuing obligations imposed on Municipality by this Agreement or contained in the final notification or acknowledgment from Metra.

14. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement.

15. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by Metra.

16. **SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.** Metra has a vested interest in the settlement of disputes, defaults, or breaches involving any Metra-assisted third party contracts. Metra retains a right to a proportionate share, based on the percentage of the Metra share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality shall notify Metra of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making Metra assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless Metra permits otherwise.

17. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

18. **AMENDMENT.** Metra and Municipality agree that no change or modification to this Agreement, or any Exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Cost Estimate has been amended to conform thereto.

19. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

20. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 24 months of execution of the Grant contract. Unless otherwise specified in writing by Metra, all unexpended Grant Funds will automatically revert to Metra upon the expiration of this 24 month time period. In no event shall the term of this Agreement exceed 36 months from the date first mentioned above.

21. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements. This Agreement may be amended only by written instrument signed by both parties hereto.

22. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission retained by the sending Party and made available to the receiving Party upon request, at the respective addresses shown below, or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director of Government Affairs
Phone: (312) 322-6494
Fax: (312) 322-7094

(b) Notices to Municipality shall be sent to:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attn: Village Administrator
Phone: (630) 257-1590
Fax: (630) 257-1598

23. **GENERAL.**

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective heirs, legal representatives, successors and assigns. No waiver of any obligation or default of a Party shall be implied from omission by the other Party to take any action on account of such obligation or default, and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(b) Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) This Agreement shall be governed by the laws of the State of Illinois. This Agreement provides for the development and maintenance of real estate located within the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Illinois.

(d) The execution, delivery of, and performance under this Agreement is pursuant to authority, validity and duly conferred upon the Parties and signatories hereto.

(e) Nothing contained in this Agreement shall constitute a waiver by any Party of any right, privilege or defense to which that Party is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.15.

(Signature Page to Follow)

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

VILLAGE OF LEMONT:

**COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY:**

By: _____

Name: _____

Title: _____

By: _____

Donald A Orseno, Executive Director/CEO

Exhibit A Project Scope

Repairs to the commuter facility to include:

- masonry repair work;
- replacement doors;
- interior work that will add ADA bathrooms;
- platform shelter work will entail masonry repair work;
- replacement heaters;
- window enclosure;

Exhibit B
Cost Estimate

Demolition	\$6,800.00
General Construction	\$44,200.00
Concrete	\$8,600.00
Masonry	\$4,700.00
Storefront	\$26,500.00
Mechanical	\$25,700.00
Plumbing	\$29,000.00
Electrical	\$27,900.00
Sub-total	\$173,400.00
Overhead (10%)	\$17,340.00
Profit (10%)	\$17,340.00
Total	\$208,080.00