

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

November 13, 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. October 16, 2017 Committee of the Whole Minutes
 2. October 23, 2017 Village Board Meeting Minutes
 - B. Approval of Disbursements
 - C. A Resolution Authorizing Acceptance of a Permanent Utility Easement for Sanitary Sewer in Derby Pines Subdivision and in Ruffled Feathers Subdivision
 - D. A Resolution Approving a Temporary Construction Easement Agreement for 1017 McCarthy Road
- IV. Mayor's Report
 - A. Truth in Taxation Public Hearing for the 2017 Proposed Property Tax Levy
 - B. Audience Participation
- V. Clerk's Report
 - A. Correspondence
 - B. Ordinances
 1. An Ordinance Annexing to the Village of Lemont Approximately 2.29 Acres Located at 15976 132nd Street in Lemont, IL (15976 132nd Street)

(Community Development)(Stapleton)(Berry)

2. 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 15976 132nd Street in Lemont, IL (15976 132nd Street)
(Community Development)(Stapleton)(Berry)
3. An Ordinance Amending Lemont Municipal Code Chapter 5.04: Liquor Licenses (Decreasing Class C-1 and Issuing Class A-1 Liquor License)
(Admin)(Egofske)(Schafer/Molitor)

C. Resolutions

1. A Resolution Authorizing the Liquor Control Commissioner to Rebate Certain License Fees
(Admin)(Egofske)(Schafer/Molitor)
2. A Resolution Authorizing and Supporting an Application to the Illinois Transportation Enhancement Program (ITEP) Grant for Improvements in Relation to the Centennial Trail and I&M Trail in the Village of Lemont
(Community Development)(Stapleton)(Berry)
3. A Resolution Approving a License Agreement for a Portion of the Village Owned Canal Reserve Strip
(Admin)(Egofske)(Schafer)

VI. Village Attorney Report

VII. Village Administrator Report

A. LTAP License and HQRA Update

B. Economic Development Update

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

VILLAGE BOARD

Committee of the Whole Meeting Minutes

October 16, 2017 – 7:05 PM

(Followed Village Board Meeting)

Lemont Village Hall - 418 Main St. - Lemont, IL 60439

I. Call to Order

Mayor John Egofske called the COW Meeting to order at 7:05 p.m.

II. Roll Call

Present were Trustees, Blatzer, Kwasneski, Maher, McClafferty, Sniegowski and Stapleton. Also present were George Schafer, Jason Berry, Marc Maton, Linda Molitor, Chris Smith, and Village Attorney, Andrew Paine.

III. Discussion Items

A. Lemont Plaza Discussion

Stephanie Dremonas of JD Real Estate and Pete's Market Executive Officer presented the proposed plans for a potential fresh market at Lemont Plaza (Chipain's). Pete's Market has a new brand geared toward what the current Pete's Market brands stand for. This is due to having a different ownership structure and a different brand, all with the same principals of Pete's Market, i.e., fresh produce, meats, deli, etc. Ms. Dremonas discussed the footprint, hiring and marketing of the potential store. The architecture of the store will be dependent on the existing shopping center among other things.

B. Gateway / Wayfinding Signage Study

Hitchcock Design Group presented a concept level of the signage and still needs to do an implementation phase to get into specific locations and types of signs and the scale. A lot of the right of way is IDOT. It is preferred that we put them on Village owned property due to the requirements of IDOT for break-a-ways. From the public comments that were received, especially wayfinding and parking signs, it's not a consensus on the exact components, but a combination of those that were preferred. For example, people preferred that the whole word of "Lemont" was on the sign. The maintenance was previously discussed. As far as direction to go on which to implement first, the board agreed that the parking wayfinding signs were a priority. Per sign, a basic sign if mounted on a light pole is approximately \$1,500. A banner sign is approximately \$5,000. The large IDOT roadway truck route sign on the bridge that we wish to have replaced, adheres to their "standard" sign. We could propose that we would like a wayfinding sign to be in its place. Board recommends to scale down the size of the primary gateway sign and make it out of a foe material.

C. Presentation of the 2016-2017 Comprehensive Annual Financial Report

Finance Director, Chris Smith, said the Village has received its Comprehensive Annual

Financial Report (audit) for our fiscal year ending April 30, 2017. Pending any comments or changes from the Village Board, the report will become final. The Village will apply for the Certificate of Achievement for Excellence in the Financial Reporting again this year.

Baker Tilly gave a brief presentation of the audit.

D. 2017 Property Tax Levy Estimates and Budget Calendar

Finance Director, Chris Smith, presented the estimated tax levy amount. The overall increase is estimated to be 4.25%. Although the Village would not need to hold a public hearing because it is less than 5%, for transparency purposes, staff recommendation is to hold a public hearing at the November 11 Village Board Meeting. The ordinance for adoption of the levy would then be at the December 11 Village Board Meeting.

E. Village Special Events

Community Relations Manager, Linda Molitor, discussed some of the 2018 Village special events.

Quarryman Challenge – Discussion of forming a partnership with the Lemont Park District was discussed. The Park District would be able to take over the administrative functions of the race. The Village would still provide the functions necessary from public works and the police personnel. The race director functions will need to be determined. This will not change the date of the race, as it will be held the Saturday prior to Mother's Day. The 2018 Quarryman Challenge will be held on Saturday, May 12.

Heritage Fest – It is staff's recommendation to move Heritage Fest back to the original date of the second Saturday in July. This is due to a number of factors, including being combined with the parade presented my obstacles prior to the parade. Holding the event on a holiday weekend increased the cost of some of the entertainment, and there is a decrease in the amount of food vendors. The Board was in agreement to move the fest back to the second Saturday in July, therefore the 2018 Heritage Fest will be held on Saturday, July 14.

Halloween Hoedown – This year, there will be three tractor pulled hay wagon rides, which will go through the quarry area, departing at the Safety Village, and around to Talcott. With this being the last year of Haunted Central, we would have the opportunity to expand on the costume characters in the quarry area in 2018.

F. 15976 132nd Street Annexation and Rezoning

The property owners at the above address are seeking annexation into the Village and rezoning to a R-4 single family detached residential district. Community Development Director, Jason Berry, presented the information. The Board had no issues with the annexation, and it will be up for approval at a future board meeting.

IV. Unfinished Business

V. New Business

- A.** Asphalt plant – we filed against it, and it is in DuPage County. We will not need to move forward with any other means of objections.

- B.** An Abby Oaks residents was denied by the building department for a permit for a stone patio due to encroachment on a conservation easement. Staff determined that the structure could be permitted if they had support of the other property owners for encroachment on the easement. The neighbors were okay with this. The property owner previously contacted the Village and provided proof of support from the other property owners prior to staff bringing it before the Committee of the Whole. The Board did not have any issues.

VI. Audience Participation

VII. Adjourned at 10:33 p.m.

DRAFT

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
October 23, 2017
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday October 23, 2017 at 7:00 p.m., with Mayor John Egofske presiding.

I. PLEDGE OF ALLEGIANCE

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. September 22, 2017 Strategic Planning Session Meeting Minutes
2. October 16, 2017 Village Board Meeting Minutes

B. Approval of Disbursements

C. Ordinance O-60-17 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-3 Liquor Licenses)

D. Resolution R-56-17 Approving the License Agreement with the Franciscan Sisters of Chicago, for the Placement of an Outdoor Warning Siren.

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

IV. MAYOR'S REPORT

- A.** Mayor Egofske reminded all that this week will be busy with Lemontster Days activities: the Movie in the Park date was changed to Thurs Oct 26th; Halloween Hoedown will take place from 1-4pm on October 28, sponsored by the Village; Haunted Central will be Oct 27 and Oct 28; Hoowl-A-Ween will be at Central Bark Dog Park on Sun Oct 29. Halloween Day Trick or Treating will be on Oct 31 from 3-6:30 p.m.

C. Audience participation - None

V. Clerk's Report

A. Correspondence

B. Ordinances

1. Ordinance O-61-17 Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B, and General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source) Series 2017C, of the village of Lemont, Cook, Dupage, and Will Counties, Illinois, Providing the Details of Such Bonds and for Applicable Alternate Revenue Sources and the Levy of Direct Annual Taxes, as Applicable, Sufficient to Pay the Principal of and Interest on such Bonds, and Related Matters (Finance)(Sniegowski)(Schafer/Smith)Motion by Sniegowski, seconded by McClafferty, to adopt said ordinance. Roll Call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.

C. Resolutions

1. Resolution R-57-17 Objecting to the Conditional Use Application Described in DuPage County Zoning Board of Appeals Zoning Petition Z17-028 Involving Certain Real Property Located at 9900 S. Route 83, Lemont, Illinois (Lorig Construction Co.) (Admin)(Egofske)(Schafer)Motion by Maher, seconded by Kwasneski, to adopt said ordinance. Roll Call: Maher, McClafferty, Sniegowski (abstain), Stapleton, Blatzer, Kwasneski; 5 ayes. Motion passed.

VI. Board Reports

- A. Trustee Sniegowski recognized Director of Finance, Chris Smith, and Village Administrator George Schafer for their outstanding work with the financial reporting and putting together the budget, noting that the Village has received two certificates of awards with the budget reporting.

VII. Staff Reports-None

A. Police

1. Commander Tully announced the Trick or Treating hours for the Village are on Oct 31st from 3-6:30 p.m. He cautioned all to drive carefully, especially on Halloween, checking thoroughly when backing up and driving through the Village. Trick or Treaters are advised to use the crosswalks and to have adults

look through the candy prior to consumption. He also announced that the Haunted Squad Car will be traveling through the Village of Lemont, driven by Chief Maton.

VIII. Unfinished Business- None

IX. New Business-

X. Motion for Executive Session- Motion by Stapleton, seconded by McClafferty, to move into Executive Session Discussion Under Chapter 5 ILCS to discuss Pending Litigation under 5 ILCS 2(c)5 of the Open Meetings Act, and to close regular session.

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

A. It was determined that there was not a need for an Executive Session.

B. The agenda for the next Committee of the Whole Meeting to be held on November 13, 2017 was clarified following the regular Board Meeting.

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 7:47 p.m. VV 6 ayes. Motion passed.

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
16737	11/02/2017	Open			Utility Management Refund	GILLING, BRITTNI	\$7.34		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		200532-002	Refund final bill overpayment	11/02/2017	Refund			
16738	11/02/2017	Open			Utility Management Refund	HOGAN, BENJAMIN	\$13.89		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		202380-001	Refund final bill overpayment	11/02/2017	Refund			
16739	11/02/2017	Open			Utility Management Refund	TOMZCAK, JOANN	\$6.03		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Multi Commercial Residential		248237-001	Refund final bill overpayment	11/02/2017	Refund			
16740	11/02/2017	Open			Utility Management Refund	WAIS, MICHAEL	\$62.37		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		202634-001	Refund final bill overpayment	11/02/2017	Refund			
16741	11/13/2017	Open			Accounts Payable	Ahead of Our Time Publishing, Inc.	\$500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	9300		09/26/2017	Capitol Fax subscription		\$500.00			
16742	11/13/2017	Open			Accounts Payable	American Environmental Corporation	\$1,724.84		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	367016-0013		09/30/2017	Sep 2017 OAN consulting		\$1,724.84			
16743	11/13/2017	Open			Accounts Payable	API Architects	\$3,250.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	DA17015-4		09/30/2017	Metra Station and shelter renovation services		\$3,250.00			
16744	11/13/2017	Open			Accounts Payable	AT&T	\$1,562.21		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	63024316091017		10/13/2017	630 243-1609 403 9 kohls-target l/s		\$90.28			
	63025764211017		10/25/2017	630 257-6421 123 8 well #5		\$85.99			
	63025719821017		10/25/2017	630 257-1982 589 2 ruffled fthrs l/s		\$132.66			
	63025752711017		10/25/2017	630 257-5271 183 5 harpers grove l/s		\$138.81			
	63025704361017		10/25/2017	630 257-0436 056 6 glens of connemara l/s		\$139.12			
	63025759361017		10/25/2017	630 257-5936 976 9 well #4		\$143.63			
	63025722901017		10/25/2017	630 257-2290 820 6 well #3		\$198.94			
	63025795391017		10/25/2017	630 257-9539 074 6 keepataw trails l/s		\$132.91			
	63025724741017		10/25/2017	630 257-2474 474 0 p.d. backup phone line		\$322.48			
	63025752721017		10/25/2017	630 257-5272 181 8 metra station security cameras		\$177.39			
16745	11/13/2017	Open			Accounts Payable	AT&T	\$1,085.94		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	63024304481017		10/13/2017	630 243-0448 146 1 chestnut crossing l/s		\$131.99			
	63024304591017		10/13/2017	630 243-0459 681 3 oak tree l/s		\$144.81			
	63024317391017		10/13/2017	630 243-1739 155 8 well #6		\$219.98			
	63024314681017		10/13/2017	630 243-1468 926 9 parking garage		\$247.06			
	63024312301017		10/13/2017	630 243-1230 805 2 eagle ridge l/s		\$138.99			
	63024373751017		10/13/2017	630 243-7375 749 4 art & culture commission		\$203.11			

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16746	11/13/2017	Open			Accounts Payable	Avalon Petroleum Company	\$6,234.97		
	Invoice		Date	Description		Amount			
	562759		10/17/2017	1504 gallons regular		\$3,420.24			
	018640		10/11/2017	1161 gallons diesel		\$2,814.73			
16747	11/13/2017	Open			Accounts Payable	Black Dirt Inc.	\$120.00		
	Invoice		Date	Description		Amount			
	072017-993m		10/09/2017	black dirt		\$120.00			
16748	11/13/2017	Open			Accounts Payable	Car Reflections	\$380.00		
	Invoice		Date	Description		Amount			
	17-268		10/24/2017	repair squad 14-3		\$380.00			
16749	11/13/2017	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,500.00		
	Invoice		Date	Description		Amount			
	17-11-01		11/01/2017	Oct 2017 legal		\$2,500.00			
16750	11/13/2017	Open			Accounts Payable	Chicago Parts Sound, LLC	\$207.76		
	Invoice		Date	Description		Amount			
	30IC041163		11/02/2017	parts		\$207.76			
16751	11/13/2017	Open			Accounts Payable	Cintas Corporation	\$69.04		
	Invoice		Date	Description		Amount			
	5009116338		10/19/2017	safety supplies		\$69.04			
16752	11/13/2017	Open			Accounts Payable	ComEd	\$167.29		
	Invoice		Date	Description		Amount			
	17-10-0007		10/24/2017	1173160007 - street lights - talcott, e of stephen		\$108.99			
	17-10-8014		10/23/2017	3909078014 - street lights - illinois, e of stephen		\$15.35			
	17-10-4052		10/23/2017	2163104052 - street lights - stephen st 1 S river		\$42.95			
16753	11/13/2017	Open			Accounts Payable	Cook County Treasurer	\$718.50		
	Invoice		Date	Description		Amount			
	2017-3		10/03/2017	17GM traffic signal maintenance		\$718.50			
16754	11/13/2017	Open			Accounts Payable	Cross Points Sales, Inc.	\$220.00		
	Invoice		Date	Description		Amount			
	34190		10/19/2017	parking garage alarm repair		\$220.00			
16755	11/13/2017	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date	Description		Amount			
	24910		10/16/2017	November 2017 Cleaning Service		\$3,260.00			
16756	11/13/2017	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	56746659		10/27/2017	25243175 - 11/11/17-12/10/17		\$602.00			
16757	11/13/2017	Open			Accounts Payable	Dorner Company	\$1,002.01		
	Invoice		Date	Description		Amount			
	140003-IN		10/06/2017	Well 6 repair kit		\$196.64			
	140158-IN		10/24/2017	Well 6 repair parts		\$805.37			
16758	11/13/2017	Open			Accounts Payable	Dynegy Energy Services LLC	\$20,332.41		
	Invoice		Date	Description		Amount			
	9085317101		10/27/2017	GMCVLG1001		\$20,332.41			

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16759	11/13/2017	Open			Accounts Payable	ecology + vision, llc	\$2,884.98		
	Invoice		Date	Description		Amount			
	623		09/30/2017	inspections and reports		\$435.80			
	607		08/31/2017	plan review		\$130.00			
	604		08/31/2017	review and comment on 2016 AMR		\$627.50			
	622		09/30/2017	Sep site inspections		\$707.23			
	602		08/31/2017	Aug site inspections, reviews and reports		\$984.45			
16760	11/13/2017	Open			Accounts Payable	Esri, Inc.	\$1,500.00		
	Invoice		Date	Description		Amount			
	93340507		09/01/2017	GIS software maintenance 8/28/17-8/27/18		\$1,500.00			
16761	11/13/2017	Open			Accounts Payable	EVT Tech	\$969.55		
	Invoice		Date	Description		Amount			
	4201		10/16/2017	repair		\$969.55			
16762	11/13/2017	Open			Accounts Payable	G & K Services, Inc.	\$156.84		
	Invoice		Date	Description		Amount			
	6028553615		10/19/2017	V.H. carpet mats		\$78.42			
	6028548536		10/05/2017	V.H. carpet mats		\$78.42			
16763	11/13/2017	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$4,010.50		
	Invoice		Date	Description		Amount			
	20170533		10/30/2017	I.T. Support		\$3,640.00			
	20170415		08/11/2017	I.T. Support		\$370.50			
16764	11/13/2017	Open			Accounts Payable	Halper, Peggy	\$356.30		
	Invoice		Date	Description		Amount			
	0094		09/24/2017	09/20/17 PZC meeting minutes		\$126.00			
	0095		10/30/2017	10/18/17 PZC meeting minutes		\$230.30			
16765	11/13/2017	Open			Accounts Payable	Hitchcock Design Inc	\$970.00		
	Invoice		Date	Description		Amount			
	20513		09/30/2017	Sep 2017		\$970.00			
16766	11/13/2017	Open			Accounts Payable	Illinois Secretary Of State	\$101.00		
	Invoice		Date	Description		Amount			
	Z514464-18		11/07/2017	plate renewal PD1504		\$101.00			
16767	11/13/2017	Open			Accounts Payable	Illinois Secretary Of State	\$8.00		
	Invoice		Date	Description		Amount			
	MP10426-18		11/07/2017	Plate transfer PW0145		\$8.00			
16768	11/13/2017	Open			Accounts Payable	Joliet Suspension, Inc.	\$3,716.21		
	Invoice		Date	Description		Amount			
	113948		10/26/2017	repair #1131		\$3,716.21			
16769	11/13/2017	Open			Accounts Payable	Klein Thorpe & Jenkins Ltd	\$9.79		
	Invoice		Date	Description		Amount			
	17-10-24		10/24/2017	Sep 30 legal		\$9.79			
16770	11/13/2017	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	7819133		10/21/2017	Canon service		\$277.98			
	7819134		10/21/2017	Canon service		\$676.51			

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16771	11/13/2017	Open			Accounts Payable	Lina Embroidery	\$39.00		
	Invoice		Date	Description			Amount		
	17-11-1		11/01/2017	Uniforms Raspanti			\$13.00		
	17-10-09		10/09/2017	Uniforms - Menzione			\$26.00		
16772	11/13/2017	Open			Accounts Payable	Look Nu, LLC	\$83.00		
	Invoice		Date	Description			Amount		
	113		09/30/2017	PD car washes			\$83.00		
16773	11/13/2017	Open			Accounts Payable	Martino Concrete Company	\$3,950.00		
	Invoice		Date	Description			Amount		
	1779		10/31/2017	Talcott pad			\$3,950.00		
16774	11/13/2017	Open			Accounts Payable	Menards	\$151.89		
	Invoice		Date	Description			Amount		
	15498		10/19/2017	lumber, concrete mix			\$27.54		
	15440		10/18/2017	mortar mix			\$55.40		
	15843		10/25/2017	CM return items			(\$89.90)		
	15847		10/25/2017	PD light bulbs, PW light bulbs, AED batteries			\$158.85		
16775	11/13/2017	Open			Accounts Payable	Metropolitan Industries Inc	\$375.00		
	Invoice		Date	Description			Amount		
	0000327987		10/27/2017	data connection fee			\$30.00		
	0000327784		10/23/2017	Main Street lift station repair			\$345.00		
16776	11/13/2017	Open			Accounts Payable	Municipal Collections of America, Inc.	\$93.94		
	Invoice		Date	Description			Amount		
	LELOR2		09/30/2017	Sep 2017 fees			\$93.94		
16777	11/13/2017	Open			Accounts Payable	Napa Auto Parts	\$329.43		
	Invoice		Date	Description			Amount		
	641079		10/13/2017	parts			\$167.15		
	641594		10/20/2017	part			\$33.05		
	CM635068		07/20/2017	CM for overpayment			(\$19.77)		
	10000188617		10/25/2017	parts service			\$149.00		
16778	11/13/2017	Open			Accounts Payable	Northern Illinois University	\$1,347.50		
	Invoice		Date	Description			Amount		
	PRI004446		10/18/2017	G5B70254			\$1,347.50		
16779	11/13/2017	Open			Accounts Payable	Norton Sons Roofing Inc	\$1,120.00		
	Invoice		Date	Description			Amount		
	12279		10/26/2017	PW leak repair			\$545.00		
	12280		10/26/2017	PW leak repair			\$575.00		
16780	11/13/2017	Open			Accounts Payable	Novotny Engineering	\$9,695.50		
	Invoice		Date	Description			Amount		
	17353-1		10/10/2017	Inspections-2 Mayfair Court			\$95.00		
	15249-3		09/15/2017	Commercial Grading-Jewel Parking			\$201.00		
	17092-1		09/15/2017	Residential Sidewalk Grading-306 E. Division			\$243.00		
	16339-1		09/15/2017	Grading Inspection-1335 Acorn-Pool			\$162.00		
	16231-5		10/10/2017	Grading Inspection-1006 Salim Place Retaining Wall			\$162.00		
	17332-1		10/10/2017	Commercial Grading-1276 State St. Burger King			\$81.00		
	16342-16		10/05/2017	Residential Grading Various Reviews and Inspections			\$515.00		
	07297-4		10/10/2017	meeting			\$243.00		
	17278-1		09/15/2017	McCarthy Rd disconnection			\$162.00		

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	17228-3		09/15/2017		Lemont Lanes		\$162.00		
	17297-1		09/15/2017		Abbey Oaks Patio		\$162.00		
	15065-6		08/07/2017		St Alphonsus parking lot		\$243.00		
	17273-1		08/07/2017		St Cyril's Rectory		\$324.00		
	17341-1		10/10/2017		Outside Services-all professional services		\$1,925.00		
	06028-75		10/10/2017		Gen Eng Svc		\$405.00		
	17222-2		10/10/2017		Kwasneski Farm drainiage		\$505.50		
	16344-4		09/15/2017		Hartz Homes		\$1,526.00		
	15074-3		09/15/2017		Kotlin Subd		\$659.00		
	17326-1		10/10/2017		15976 W 132nd Annexation		\$543.00		
	17185-5		09/15/2017		12767 Derby Rd		\$1,377.00		
16781	11/13/2017	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$115.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1010364232		10/19/2017		Pre-Employment Screening		\$115.00		
16782	11/13/2017	Open			Accounts Payable	Office Depot	\$591.47		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	964134828001		09/20/2017		Office Supplies-Holder		\$39.99		
	964134591001		09/20/2017		Office Supplies-Polyzip Pouches		\$72.38		
	961022381001		09/08/2017		Office Supplies-Variou		\$149.73		
	969193222001		10/06/2017		office supplies		\$161.32		
	974751085001		10/25/2017		office supplies		\$168.05		
16783	11/13/2017	Open			Accounts Payable	Ohrn, Erik	\$472.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	201751		11/06/2017		commission for art work sold		\$472.50		
16784	11/13/2017	Open			Accounts Payable	Orange Crush, LLC	\$1,124.47		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	44220		10/27/2017		blacktop		\$1,124.47		
16785	11/13/2017	Open			Accounts Payable	Overdoors of Illinois	\$222.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	154346		10/27/2017		repair PD gate		\$222.00		
16786	11/13/2017	Open			Accounts Payable	Parent Petroleum Inc	\$1,153.74		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1151314		10/25/2017		supplies/oil		\$1,153.74		
16787	11/13/2017	Open			Accounts Payable	Patriot Landscape & Maintenance Inc	\$135.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3841		10/17/2017		Mowing 12347 Provence & 511 Czacki St.		\$135.00		
16788	11/13/2017	Open			Accounts Payable	PCM/TigerDirect Business	\$2,435.58		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	B05446360102		10/20/2017		computer equipment		\$474.00		
	B03852540101		06/29/2017		computer equipment		\$1,961.58		
16789	11/13/2017	Open			Accounts Payable	Proven Business Systems, LLC	\$732.93		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	430930		10/13/2017		3727-04 - P.D. copier usage		\$732.93		

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16790	11/13/2017	Open			Accounts Payable	Quill Corporation	\$435.19		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	1642582		10/13/2017			VH office, breakroom supplies	\$205.93		
	1945020		10/25/2017			VH office, breakroom supplies	\$201.97		
	1965800		10/26/2017			mid-size wireless mouse	\$27.29		
16791	11/13/2017	Open			Accounts Payable	Rag's Electric	\$2,490.46		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	21440		10/24/2017			Downtown wire repair	\$120.00		
	21428		10/24/2017			street light repair woodcrest & mccarthy	\$2,370.46		
16792	11/13/2017	Open			Accounts Payable	Rainbow Printing	\$1,891.75		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	412776		10/11/2017			Office Supplies-Blank Card Stock	\$113.90		
	412763		09/29/2017			green Approved Labels	\$185.95		
	412793		10/17/2017			#10 utility bill envelopes, blank bill stock	\$1,591.90		
16793	11/13/2017	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$182.98		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	1758054-IN		10/26/2017			Uniforms Layer	\$182.98		
16794	11/13/2017	Open			Accounts Payable	Razor Image	\$110.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	17-10-23		10/23/2017			signage - Halloween Hoedown	\$110.00		
16795	11/13/2017	Open			Accounts Payable	Reed's Automotive Enterprises	\$12,057.02		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	17-10-13		10/13/2017			accident repair 2014 Ford Explorer	\$12,057.02		
16796	11/13/2017	Open			Accounts Payable	Rod Baker Ford	\$280.11		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	158691		10/25/2017			parts	\$280.11		
16797	11/13/2017	Open			Accounts Payable	Ruettiger, Tonelli and Associates, Inc.	\$5,540.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	17-10		10/23/2017			Reviews and Inspections	\$5,540.00		
16798	11/13/2017	Open			Accounts Payable	Rush Truck Centers	\$158.93		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	3008233228		10/24/2017			parts	\$158.93		
16799	11/13/2017	Open			Accounts Payable	S. B. Friedman & Company	\$12,698.18		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	7		10/25/2017			12/23/16-10/20/17 services	\$12,698.18		
16800	11/13/2017	Open			Accounts Payable	Shaw Media	\$785.16		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	091710074590		09/30/2017			legal notices	\$582.24		
	081710074590		08/31/2017			legal notices	\$202.92		
16801	11/13/2017	Open			Accounts Payable	Shred-It USA, LLC	\$365.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	8123363350		10/22/2017			v. h. shredding	\$40.00		
	8121468570		12/31/2016			v. h. shredding	\$215.00		
	8123365232		10/23/2017			Shredding	\$110.00		

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16802	11/13/2017	Open			Accounts Payable	Southwest Central Dispatch	\$27,387.48		
	Invoice		Date	Description		Amount			
	17-10-15		10/15/2017	Nov 2017 assessment		\$27,387.48			
16803	11/13/2017	Open			Accounts Payable	Steiner Electric Company	\$3,330.56		
	Invoice		Date	Description		Amount			
	S005856337.001		10/12/2017	PW generator repair		\$491.22			
	S005864096.001		10/20/2017	PD generator maint		\$1,164.34			
	S005864095.001		10/20/2017	Well 5 generator maint		\$1,675.00			
16804	11/13/2017	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$16,770.64		
	Invoice		Date	Description		Amount			
	201709		09/01/2017	Reviews and Inspections		\$6,683.25			
	201710		10/31/2017	Oct 2017 reviews and inspections		\$10,087.39			
16805	11/13/2017	Open			Accounts Payable	Temple Display LTD.	\$1,890.62		
	Invoice		Date	Description		Amount			
	17062		10/26/2017	mini lights		\$1,890.62			
16806	11/13/2017	Open			Accounts Payable	Tracy Cross & Associates Inc	\$9,500.00		
	Invoice		Date	Description		Amount			
	17-10-25		10/25/2017	Housing Market study		\$9,500.00			
16807	11/13/2017	Open			Accounts Payable	Urban Forest Management, Inc.	\$2,066.25		
	Invoice		Date	Description		Amount			
	170933		09/11/2017	inspect and report		\$725.00			
	170935		10/18/2017	Outside Services-all professional services		\$181.25			
	170934		10/17/2017	review and report		\$290.00			
	170827		09/11/2017	review revision and report		\$145.00			
	170829		09/11/2017	review and report		\$290.00			
	170828		09/11/2017	review and report		\$217.50			
	170826		09/11/2017	review revision and report		\$217.50			
16808	11/13/2017	Open			Accounts Payable	V & N Concrete Products, Inc.	\$314.00		
	Invoice		Date	Description		Amount			
	31836		10/23/2017	sewer repair parts		\$314.00			
16809	11/13/2017	Open			Accounts Payable	Village of Orland Park	\$65.00		
	Invoice		Date	Description		Amount			
	25825912		10/12/2017	Prisoner Watch		\$65.00			
16810	11/13/2017	Open			Accounts Payable	Vision Service Plan	\$2,478.00		
	Invoice		Date	Description		Amount			
	804393936		09/18/2017	Oct 2017 vision premiums		\$1,239.00			
	804366710		10/18/2017	Nov 2017 vision premiums		\$1,239.00			
16811	11/13/2017	Open			Accounts Payable	Vulcan Materials	\$685.07		
	Invoice		Date	Description		Amount			
	31544213		10/31/2017	screenings for path		\$278.08			
	31544212		10/31/2017	screenings for path		\$268.99			
	31538307		10/24/2017	screenings for path		\$138.00			
16812	11/13/2017	Open			Accounts Payable	WEX Fleet Universal	\$365.62		
	Invoice		Date	Description		Amount			
	51826516		10/31/2017	retail fuel		\$365.62			

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16813	11/13/2017	Open			Accounts Payable	Wolf's Sealcoating Inc	\$16,175.00		
	Invoice		Date	Description		Amount			
	14409		10/16/2017	Sealcoat well 4		\$700.00			
	14410		10/16/2017	Sealcoat well 6		\$1,100.00			
	14413		10/16/2017	Sealcoat well 3		\$1,000.00			
	14406		10/16/2017	Sealcoat well 5		\$1,200.00			
	14407		10/18/2017	Sealcoat PW		\$7,250.00			
	14408		10/16/2017	Sealcoat Safety Village		\$800.00			
	14411		10/16/2017	Sealcoat PD range		\$2,525.00			
	14406.1		10/18/2017	Sealcoat VH		\$1,600.00			
16814	11/13/2017	Open			Accounts Payable	Ballard, Thomas	\$129.83		
	Invoice		Date	Description		Amount			
	17-22-10		10/22/2017	reimbursement -conference meals and parking		\$129.83			
16815	11/13/2017	Open			Accounts Payable	Illinois Secretary Of State	\$95.00		
	Invoice		Date	Description		Amount			
	17-11-01		11/01/2017	2012 Mercedes title transfer		\$95.00			
16816	11/13/2017	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	17-11-01		11/01/2017	c piasecki		\$30.00			
16817	11/13/2017	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	17-11-01 (2)		11/01/2017	m fezekas		\$30.00			
16818	11/13/2017	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	17-11-01		11/01/2017	m fezekas		\$30.00			
16819	11/13/2017	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	17-11-01 (2)		11/01/2017	c piasecki		\$30.00			
16820	11/13/2017	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	17-11-01		11/01/2017	m fezekas		\$5.00			
16821	11/13/2017	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	17-11-01 (2)		11/01/2017	c piasecki		\$5.00			
16822	11/13/2017	Open			Accounts Payable	United States Postal Service	\$3,000.00		
	Invoice		Date	Description		Amount			
	17-11-08		11/08/2017	newsletter postage		\$3,000.00			
16823	11/13/2017	Open			Accounts Payable	All Trade Construction	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000895		10/18/2017	refund Clean Up Deposit-34 Sawgrass Dr.		\$1,000.00			
16824	11/13/2017	Open			Accounts Payable	Big Trees Inc	\$1,955.00		
	Invoice		Date	Description		Amount			
	10514		10/19/2017	tree removal and planting		\$1,955.00			

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16825	11/13/2017	Open			Accounts Payable	Green Light Public Adjuster Group	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000958		10/24/2017	Clean Up Deposit		\$1,000.00			
16826	11/13/2017	Open			Accounts Payable	Innovative Decks	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000435		10/18/2017	refund Clean Up Deposit-42 Longcove Dr.		\$1,000.00			
16827	11/13/2017	Open			Accounts Payable	Leopardo Companies Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000334		10/20/2017	refund clean up deposit -13462 Archer Ave		\$1,000.00			
16828	11/13/2017	Open			Accounts Payable	Nowak, Jagoda	\$96.00		
	Invoice		Date	Description		Amount			
	17-27-10		10/27/2017	Vehicle Sticker		\$96.00			
16829	11/13/2017	Open			Accounts Payable	The Shake Guys	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000905		10/18/2017	refund Clean Up Deposit-26 Ruffled Feathers Dr.		\$1,000.00			
16830	11/13/2017	Open			Accounts Payable	Turn-Key Environmental	\$50.00		
	Invoice		Date	Description		Amount			
	57029		10/25/2017	used oil pickup		\$50.00			
16831	11/13/2017	Open			Accounts Payable	Sniegowski, Rick	\$530.70		
	Invoice		Date	Description		Amount			
	17-10-04		10/24/2017	reimbursement - IML conference lodging and registration		\$530.70			
Type Check Totals:					95 Transactions		\$212,841.76		
<u>EFT</u>									
294	10/26/2017	Reconciled		10/26/2017	Accounts Payable	Southwest Agency for Health Management	\$104,488.93	\$104,488.93	\$0.00
	Invoice		Date	Description		Amount			
	2018-00000660		10/24/2017	Nov 2017 health & dental premiums		\$104,488.93			
296	11/09/2017	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$38,357.63		
	Invoice		Date	Description		Amount			
	2018-00000736		11/09/2017	IMRF 1 - IMRF Tier 1*		\$38,357.63			
297	11/13/2017	Open			Accounts Payable	Baker Tilly Virchow Krause, LLP	\$3,020.00		
	Invoice		Date	Description		Amount			
	BT1171845		10/28/2017	F/S Audit completed		\$3,020.00			
298	11/13/2017	Open			Accounts Payable	CareerBuilder Employment Screening, LLC	\$215.85		
	Invoice		Date	Description		Amount			
	AUR1044462		10/31/2017	Background Checks		\$215.85			
299	11/13/2017	Open			Accounts Payable	CivicPlus	\$2,731.51		
	Invoice		Date	Description		Amount			
	166763		11/01/2017	Quarterly Website Hosting		\$2,731.51			
Type EFT Totals:					5 Transactions		\$148,813.92	\$104,488.93	\$0.00
FM-Clearing - Accounts Payable Totals									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	95	\$212,841.76	\$0.00

Payment Register

From Payment Date: 10/24/2017 - To Payment Date: 11/13/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		95	\$212,841.76	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		4	\$44,324.99	\$0.00
					Reconciled		1	\$104,488.93	\$104,488.93
					Voided		0	\$0.00	\$0.00
					Total		5	\$148,813.92	\$104,488.93
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		99	\$257,166.75	\$0.00
					Reconciled		1	\$104,488.93	\$104,488.93
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		100	\$361,655.68	\$104,488.93
Grand Totals:					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		95	\$212,841.76	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		95	\$212,841.76	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		4	\$44,324.99	\$0.00
					Reconciled		1	\$104,488.93	\$104,488.93
					Voided		0	\$0.00	\$0.00
					Total		5	\$148,813.92	\$104,488.93
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		99	\$257,166.75	\$0.00
					Reconciled		1	\$104,488.93	\$104,488.93
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		100	\$361,655.68	\$104,488.93

TO: Mayor John Egofske
Village Board of Trustees

FROM: Ralph Pukula, Public Works Director

SUBJECT: Resolution Accepting Plat of Easement for
Permanent Utility Easement for Sanitary Sewer
In Derby Pines Subdivision And In
Ruffled Feathers Subdivision

DATE: November 13, 2017

SUMMARY/ BACKGROUND

A Plat of Easement for a permanent utility easement for sanitary sewer in Derby Pines Subdivision and in Ruffled Feathers Subdivision needs to be approved by the Village.

ANALYSIS

The Plat of Easement cannot be recorded until it is accepted by the Village since the Village is a beneficiary of the utility easement. The easement allows the Derby Pines Subdivision to connect to an existing sanitary sewer on an Outlot in the Ruffled Feathers Subdivision.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution accepting the Plat of Easement.

BOARD ACTION REQUESTED

Approval of Resolution accepting the Plat of Easement.

ATTACHMENTS

- Resolution Accepting Plat of Easement
- Plat of Easement

Resolution No. _____

A Resolution Authorizing Acceptance of a Permanent Utility Easement for Sanitary Sewer in Derby Pines Subdivision and in Ruffled Feathers Subdivision

WHEREAS, the Village of Lemont has received a Plat of Easement for a Permanent Utility Easement in Derby Pines Subdivision and in Ruffled Feathers Subdivision, attached hereto as Exhibit A; and

WHEREAS, said Plat of Easement allows for a permanent utility easement in Derby Pines Subdivision and in Ruffled Feathers Subdivision.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS, on this 13th day of November, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGFSKE
President

ATTEST:

CHARLENE SMOLLEN
Village Clerk

EXHIBIT A
PLAT OF EASEMENT



LOCATION MAP
NOT TO SCALE

OWNER'S CERTIFICATE (UTILITY EASEMENT-RUFFLED FEATHERS)

THIS IS TO CERTIFY THAT RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT AS "UTILITY EASEMENT", AND HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED FOR THE PURPOSE OF GRANTING SAID EASEMENT AS SHOWN HEREON.

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

BY: _____
OWNER'S NAME AND ADDRESS
RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION

PRINTED NAME AND TITLE _____
ATTEST: _____
PRINTED NAME AND TITLE _____

NOTARY PUBLIC

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

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

AFORSAID, DO HEREBY CERTIFY THAT _____ WHO IS 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

UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, LAY, MAINTAIN, RELOCATE, REMOVE, REPAIR, REPLACE, AND RENEW A PIPE OR PIPES OF SUCH SIZE OR SIZES AND AT SUCH DEPTH OR DEPTHS AS THE GRANTEE MAY ELECT, INCLUDING ALL NECESSARY OR DESIRABLE FIXTURES AND APPURTENANCES ATTACHED THERETO AND EXTENDING UP OR OTHERWISE THEREFROM, FOR THE TRANSMISSION OF WATER AND/OR SEWER IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES ON THE PLAT AND MARKED "UTILITY EASEMENT" ("U.E.")

THIS EASEMENT IS GRANTED, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE EASEMENT PREMISES AT ANY AND ALL TIMES, FOR SUCH PURPOSES, AND FOR DOING ANYTHING NECESSARY, USEFUL AND CONVENIENT FOR THE ENJOYMENT OF THE EASEMENT HEREIN GRANTED.

GRANTOR HEREBY AGREES, THAT WITHIN THE LIMITS OF THE EASEMENT, THE GRANTOR SHALL NOT CHANGE GRADE GREATER THAN TWELVE (12) INCHES UP OR DOWN FROM PRESENT SURFACE GRADE; SHALL NOT CONSTRUCT OR PLACE BUILDING, STRUCTURE, OR OTHER UTILITY; AND SHALL NOT CARRY ON ANY OPERATIONS WHICH MIGHT DAMAGE OR INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE GRANTEE'S FACILITIES.

GRANTEE SHALL PROMPTLY REPAIR OR REPLACE ALL FENCES, GATES, DRAINS, DITCHES, SIDEWALKS, DRIVEWAYS, PARKING LOTS, LANDSCAPING, AND ANY OTHER UTILITIES DAMAGED OR DESTROYED BY GRANTEE DUE TO GRANTEE'S EXERCISE OF ANY OF ITS RIGHTS HEREUNDER, TO THE CONDITION SAID ITEMS WERE IN IMMEDIATELY PRIOR TO SUCH DAMAGE OR DESTRUCTION.

THE GRANTOR REPRESENTS AND WARRANTS THAT THE GRANTOR HAS THE FULL RIGHT AND AUTHORITY TO GRANT THE EASEMENT PROVIDED FOR IN THIS INSTRUMENT. THIS GRANT CONTAINS ALL THE TERMS AND CONDITIONS OF THIS EASEMENT EXPRESSED OR IMPLIED THROUGH THE PARTIES HERETO AND SHALL BE BINDING UPON, AND INURE TO THE BENEFIT OF, THE GRANTOR AND THE GRANTEE AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, ASSIGNS, LESSEES, AND ALL LICENSEES.

OWNER'S CERTIFICATE (DRAINAGE EASEMENT-GSI PROPERTIES LLC)

THIS IS TO CERTIFY THAT GSI PROPERTIES LLC IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT AS "DRAINAGE EASEMENT", AND HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED FOR THE PURPOSE OF GRANTING SAID EASEMENT AS SHOWN HEREON.

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

BY: _____
OWNER'S NAME AND ADDRESS
GSI PROPERTIES LLC
1303 SCHIFERL ROAD
BARTLETT, ILLINOIS 60013

PRINTED NAME AND TITLE _____
ATTEST: _____
PRINTED NAME AND TITLE _____

NOTARY PUBLIC

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

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

AFORSAID, DO HEREBY CERTIFY THAT _____ WHO IS 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__

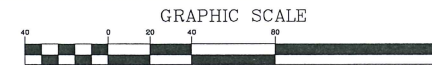
NOTARY PUBLIC

PLAT OF EASEMENT

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

PIN'S

22-34-115-002-0000
22-34-100-005-0000



(IN FEET)
1 inch = 40 ft.

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:

MR. FRANK CARUSO
8404 EVERGREEN LANE
DARIEN, ILLINOIS 60561

GRANTOR'S LEGAL DESCRIPTION (UTILITY EASEMENT)

OUTLOT P IN RUFFLED FEATHERS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1991 AS DOC. NO. 91522355, IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT LEGAL DESCRIPTION

THAT PART OF OUTLOT P IN RUFFLED FEATHERS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1991 AS DOC. NO. 91522355, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT B IN RUFFLED FEATHERS, SAID CORNER BEING COMMON WITH A WESTERLY CORNER OF OUTLOT P; THENCE NORTH 04 DEGREES 57 MINUTES 22 SECONDS WEST (BEARINGS BASED UPON ILLINOIS SPC EAST ZONE, NAD 83), 146.67 FEET ALONG A WESTERLY LINE OF OUTLOT P, SAID LINE BEING COMMON WITH THE EAST RIGHT-OF-WAY LINE OF DERBY ROAD, TO A NORTHWESTERLY CORNER OF OUTLOT P; THENCE NORTH 87 DEGREES 49 MINUTES 25 SECONDS EAST, 284.55 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 19 MINUTES 08 SECONDS EAST, 36.69 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 52 SECONDS EAST, 15.00 FEET; THENCE NORTH 21 DEGREES 19 MINUTES 08 SECONDS WEST, 34.92 FEET TO A WESTERLY LINE OF SAID OUTLOT P; THENCE SOUTH 22 DEGREES 52 MINUTES 32 SECONDS WEST, 3.59 FEET ALONG SAID WESTERLY LINE TO A CORNER OF SAID OUTLOT P; THENCE SOUTH 87 DEGREES 49 MINUTES 25 SECONDS WEST, 13.23 FEET ALONG A NORTHERLY LINE OF SAID OUTLOT P TO THE POINT OF BEGINNING.

GRANTOR'S LEGAL DESCRIPTION (DRAINAGE EASEMENT)

OUTLOT B IN 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, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 2017 AS DOC. NO. 1724844063 IN COOK COUNTY, ILLINOIS.

DRAINAGE EASEMENT LEGAL DESCRIPTION

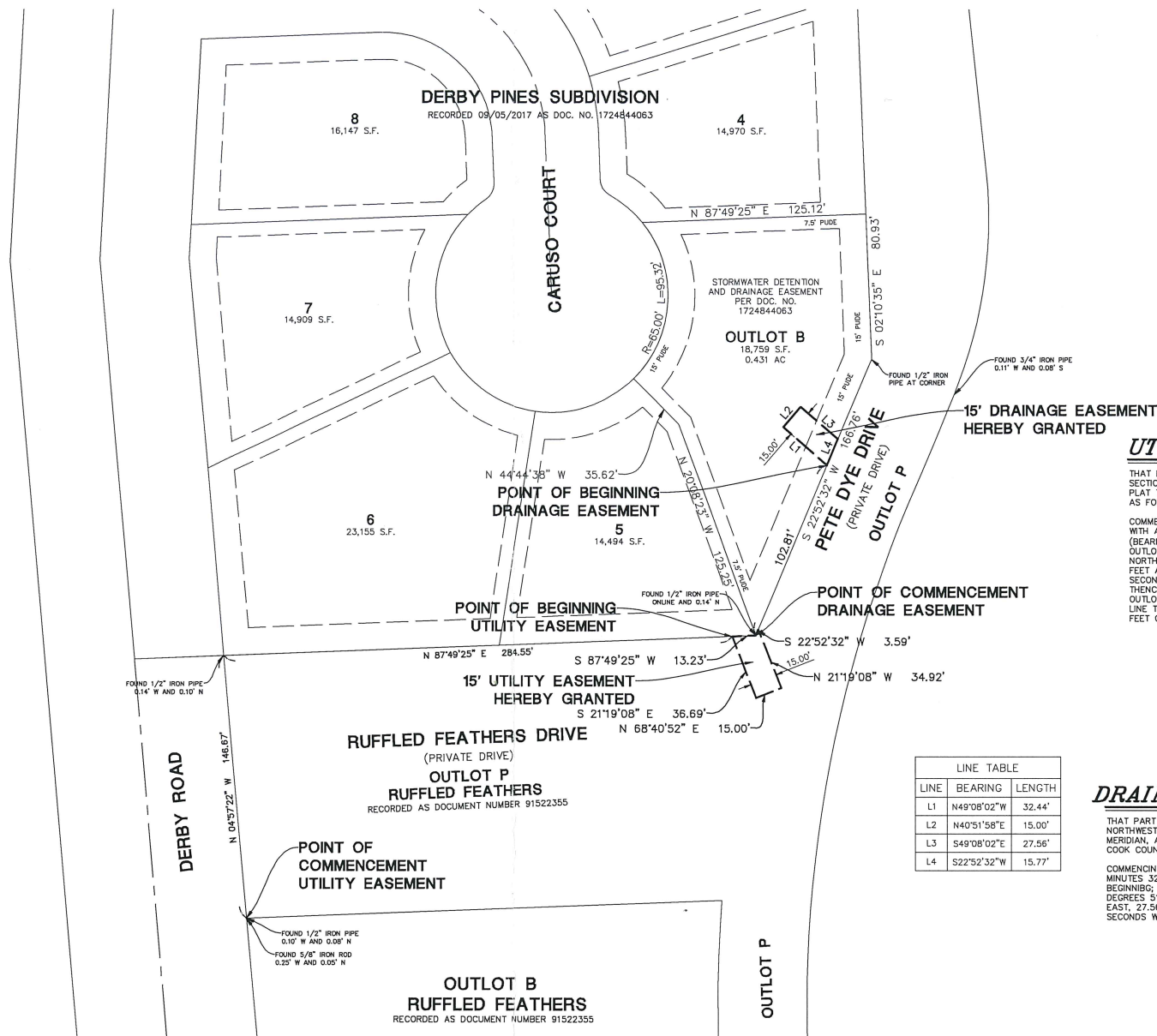
THAT PART OF OUTLOT B IN DERBY PINES SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 2017 AS DOC. NO. 1724844063 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT B IN DERBY PINES, THENCE NORTH 22 DEGREES 52 MINUTES 32 SECONDS EAST, 102.81 FEET ALONG THE EAST LINE OF SAID OUTLOT B TO THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 08 MINUTES 02 SECONDS WEST, 32.44 FEET; THENCE NORTH 40 DEGREES 51 MINUTES 58 SECONDS EAST, 15.00 FEET; THENCE SOUTH 49 DEGREES 08 MINUTES 02 SECONDS EAST, 27.56 FEET TO THE SAID EAST LINE OF OUTLOT B; THENCE SOUTH 22 DEGREES 52 MINUTES 32 SECONDS WEST, 15.77 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

EASEMENT AREA

UTILITY EASEMENT AREA: 516 SQ. FT.
DRAINAGE EASEMENT AREA: 450 SQ. FT.

LINE TABLE with columns: LINE, BEARING, LENGTH. Rows: L1 (N49°08'02"W, 32.44'), L2 (N40°51'58"E, 15.00'), L3 (S49°08'02"E, 27.56'), L4 (S22°52'32"W, 15.77')



DRAINAGE EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION A DRAINAGE EASEMENT IN, OVER, UNDER, THROUGH, AND UPON THAT PART OF OUTLOT B IN DERBY PINES SUBDIVISION RECORDED SEPTEMBER 5, 2017 AS DOCUMENT NO. 1724844063 SHOWN HEREON AND LABELED "DRAINAGE EASEMENT" FOR PURPOSES OF MAINTENANCE AND CLEANOUT FOR THE STORM SEWER MANHOLE ON SAID OUTLOT B. SAID DRAINAGE EASEMENT SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. THE RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION 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 TO PERFORM OTHER REPAIR OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORM DRAINAGE REMAIN FULLY OPERATIONAL IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, REMOVAL OF ANY OBSTRUCTION OR ALTERATION TO SAID STORM SEWER MANHOLE, AS SET FORTH IN THIS EASEMENT, THE COST OF SUCH WORK SHALL BE BORNE BY THE DERBY PINES HOMEOWNERS ASSOCIATION AND, UPON RECORDEMENT OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK, DUPAGE OR WILL COUNTY, ILLINOIS, SHALL CONSTITUTE A LIEN AGAINST THE ASSETS OF THE DERBY PINES HOMEOWNERS ASSOCIATION.

THE COST OF THE WORK INCURRED BY THE RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION 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.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING CERTAIN EASEMENTS AS SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 22nd DAY OF SEPTEMBER A.D., 2017.

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



DESIGN FIRM, REGISTRATION NUMBER 184003350,
EXPIRES APRIL 30, 2019

Revision table with columns: DATE, REVISIONS.

Manhard CONSULTING LTD. logo and contact information: 700 Engineer Drive, Lombard, IL 60148, phone: 630.261.1800, website: manhard.com

12841 DERBY ROAD
LEMONT, ILLINOIS
PLAT OF EASEMENT

September 22, 2017 - 11:27 Des. Name: P:\V\ca\17\Man\17\Man\17\Plat of Easement\FCA.LEILO1-PE.dwg Updated By: Bwright

TO: Mayor John Egofske
Village Board of Trustees

FROM: Ralph Pukula, Public Works Director

SUBJECT: McCarthy Road –
Temporary Construction Easement

DATE: November 13, 2017

SUMMARY/ BACKGROUND

The McCarthy Road Bicycle Lanes projects requires a temporary Construction Easement Agreement for the property at 1017 McCarthy Road, in order that the new driveway slope be constructed at a grade of 12% or less, per IDOT requirements. This is required due to the IDOT safety requirement that the relocated sidewalk be at least a five-foot (5') distance from the edge of the bicycle lane; thus requiring the driveway reconstruction at a less steep slope.

ANALYSIS

Acquiring this Temporary Construction Easement is necessary to reconstruct the driveway at 1017 McCarthy Road.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution/Easement Agreement.

BOARD ACTION REQUESTED

Approval of Resolution/Temporary Construction Easement Agreement.

ATTACHMENTS

- Resolution
- Temporary Construction Easement Agreement

Resolution No. _____

**A Resolution Approving a Temporary Construction Easement Agreement for
1017 McCarthy Road**

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to enter into a Temporary Construction Easement Agreement (“Agreement”) with Jon M. Zarzycki and Jennifer Zarzycki for property commonly referred to as 1017 McCarthy Road, a copy of which is attached as Exhibit A and incorporated in its entirety;

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

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

Section Two: The President and/or Village Administrator are authorized to execute the Agreement, to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to execute such further documents and instruments and take such further actions as they shall deem necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution and the Agreement.

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 13th day of November, 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Agreement**") is made as of the ___ day of October, 2017 (the "**Effective Date**") by and between the Village of Lemont, an Illinois municipal corporation (the "**Village**") and Jon M. Zarzycki and Jennifer Zarzycki (the "**Grantor**"). The Village and the Grantor are hereinafter sometimes referred to individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner as Tenants by the Entirety of real estate commonly known as 1017 McCarthy Road, Lemont, IL 60439 (the "**Property**");

WHEREAS, the Parties have simultaneously entered into that particular Temporary Construction Easement (the "**Easement**") for the Property which provides, amongst other things, the Village the right to reconstruct a portion of the Grantor's driveway and retaining wall on the Property; and

WHEREAS, the Parties have agreed that as partial consideration for the Easement the Village shall pay the Grantor the sum of Three Thousand Dollars.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated into this Agreement, and made a part hereof, as if set forth verbatim herein.

2. PAYMENT. The Village shall pay the Grantor the sum of THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) in consideration of the Easement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Effective Date.

VILLAGE OF LEMONT,
an Illinois municipal corporation

GRANTOR

George Schafer, Village Administrator

Jon M. Zarzycki

Jennifer Zarzycki

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**THIS DOCUMENT HAS BEEN PREPARED
BY AND AFTER RECORDING SHOULD
BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: MICHAEL PETERS

Reserved for the Recorder's Office

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "**Agreement**") is made as of October __, 2017 (the "**Effective Date**"), by and between the **Village of Lemont**, an Illinois non-home rule unit of government (the "**Grantee**") and Jon M. Zarzycki and Jennifer Zarzycki, husband and wife (collectively the "**Grantor**"). The Grantor and Grantee are sometimes referred to herein as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner as Tenants by the Entirety of real estate commonly known as 1017 McCarthy Road, Lemont, IL 60439, and more particularly described on Exhibit A (the "**Property**").

WHEREAS, Grantor desires to give to Grantee and Grantee desires to accept from Grantor an easement on a portion of the Property more particularly described on Exhibit B (the "**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor and Grantee agree as follows:

1. **RECITALS.** The Recitals above are hereby incorporated into this Agreement as if fully set forth herein.
2. **GRANT OF EASEMENT.** Subject to the terms of this Agreement, Grantor hereby grants and conveys to Grantee, for the purposes herein

stated and for no other purpose, a temporary and non-exclusive easement for the purposes of reconstructing the driveway on the Property to be no more than 12% grade (it is currently 14% at some locations and the maximum lowering of the driveway will be seven inches), relocate the existing sidewalk, to rebuild the retaining walls to make them stable and to make various improvements to McCarthy Road. The temporary easement described in this Section shall last until the earlier of completion of construction or the second anniversary of the Effective Date.

- 3. **EXPENSES OF THE VILLAGE.** The Grantee will pay for the construction of the new driveway, retaining walls and necessary landscape replacement on the Easement Area.
- 4. **FEES.** In partial consideration of the easement contemplated by this Agreement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee.
- 5. **RUNS WITH THE LAND.** All provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
- 6. **RETENTION OF RIGHTS.** Grantor shall have and retains all rights to use and occupy the Easement Area except as herein expressly granted.
- 7. **INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be valid and enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
- 8. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- 9. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a single instrument.

* * * *

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* * * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

GRANTEE:

ATTEST:

VILLAGE OF LEMONT,
an Illinois non-home rule unit of
government

By: George J. Schafer
Its: Village Administrator

Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George J. Schafer, Village Administrator of the Village of Lemont, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of the Village of Lemont, for the uses and purposes herein set forth.

GIVEN under my hand and seal the date and year first written above.

NOTARY PUBLIC

(SEAL)

GRANTOR:

ATTEST:

JON M. ZARZYCKI

JENNIFER ZARZYCKI

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jon M. Zarzycki and Jennifer Zarzycki, personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this Agreement as their free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and seal the date and year first written above.

NOTARY PUBLIC

(SEAL)

EXHIBIT A

THE PROPERTY

LEGAL DESCRIPTION: LOT 9 IN THE SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF DERBY ROAD OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 22-28-100-009-0000

COMMONLY KNOWN AS: 1017 McCarthy Road, Lemont, IL 60439

EXHIBIT B

EASEMENT AREA

LEGAL DESCRIPTION: THE WEST 18 FEET (EXCEPT THE NORTH 149.80 FEET) OF LOT 9 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF DERBY ROAD OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS.

PART OF PIN: 22-28-100-009-0000

COMMONLY KNOWN AS: 1017 McCarthy Road, Lemont, LL 60439

TO: Village Board
FROM: Chris Smith, Finance Director
THROUGH: George Schafer, Village Administrator
SUBJECT: Truth in Taxation Public Hearing for the 2017 Proposed Property Tax Levy

DATE: November 13, 2017

SUMMARY/ BACKGROUND

On October 16, 2017, the Village Board approved a proposed 2017 Property Tax Levy of \$3,361,162, which is 4.25% greater than the previous year. Please note that this amount was calculated using the same method as years past. House Amendment 1 to SB 851 is a property tax freeze that will considerably affect the present amount. Staff is monitoring this bill and will adjust accordingly should it pass through the House and Senate.

Per State Statue, 35 ILCS 200/18-55, the Village is required to hold a truth and taxation public hearing if the Corporate Purpose and Tax Extension is greater than 105% of the previous year. The amount is not greater than 5%; however, in order to stay consistent with historical practices and for transparency purposes the Village is holding a public hearing. The attached public notice was published in the Lemont Suburban Life on November 3, 2017.

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. The tax levy process ensures that the Village is levying required tax revenues. This process is consistent with the Financial Stability Strategic Priority.

Budget. The tax levy process is in the beginning of the budget process. The levy is inserted into the revenues of each particular fund.

STAFF RECOMMENDATION

Hold the public hearing on November 13, 2017. The 2017 Property Tax Levy Ordinance as well as various Tax Levy Abatement Ordinances will be on the agenda for Board approval on December 11, 2017.

BOARD ACTION REQUESTED

Hold public hearing

ATTACHMENTS

1. Public Notice
2. 2017 Tax Levy Worksheet



**NOTICE OF PROPOSED PROPERTY TAX
INCREASE FOR
VILLAGE OF LEMONT**

- I. A PUBLIC HEARING TO APPROVE A PROPOSED PROPERTY TAX LEVY INCREASE FOR THE VILLAGE OF LEMONT FOR 2017 WILL BE HELD ON NOVEMBER 13, 2017 AT 7:00 P.M. AT THE VILLAGE HALL 418 MAIN STREET LEMONT, ILLINOIS.

ANY PERSON DESIRING TO APPEAR AT THE PUBLIC HEARING AND PRESENT TESTIMONY TO THE TAXING DISTRICT MAY CONTACT CHARLENE SMOLLEN, VILLAGE CLERK, 418 MAIN STREET, LEMONT, ILLINOIS 60439 (630) 257-1590

- II. THE CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES EXTENDED OR ABATED FOR 2016 WERE \$ 3,224,159.

THE PROPOSED CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES TO BE LEVIED FOR 2017 ARE \$ 3,361,162. THIS REPRESENTS A 4.25% INCREASE OVER THE PREVIOUS YEAR.

- III. THE PROPERTY TAXES EXTENDED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2016 WERE \$0.00.

THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2017 ARE \$ 0.00 THIS REPRESENTS A 0% INCREASE OVER THE PREVIOUS YEAR.

- IV. THE TOTAL PROPERTY TAXES EXTENDED OR ABATED FOR 2016 WERE \$3,224,159.

THE ESTIMATED TOTAL PROPERTY TAXES TO BE LEVIED FOR 2017 ARE \$3,361,162. THIS REPRESENTS A 4.25% INCREASE OVER THE PREVIOUS YEAR.

SM-CL0430074

Village of Lemont
2017 Tax Levy

	Tax Extensions						Proposed 2017	% change
	2011	2012	2013	2014	2015	2016		
Corporate	1,378,191	1,307,411	1,238,773	1,306,336	1,417,091	1,375,636	1,426,609	3.71%
Police Pension	502,252	515,074	644,119	645,091	668,528	776,415	816,224	5.13%
IMRF	161,009	290,041	303,115	320,461	326,417	347,123	361,008	4.00%
Street and Bridge	125,563	125,018	126,298	127,142	126,591	101,174	104,209	3.00%
Police Protection	181,435	180,026	181,553	182,897	182,563	184,461	189,995	3.00%
Civil Defense	7,810	7,778	8,419	8,858	8,369	3,912	3,912	0.00%
Social Security	60,078	87,234	91,566	96,920	101,482	228,061	250,000	9.62%
Auditing	25,232	25,003	25,259	25,532	25,109	25,153	25,153	0.00%
Liability Insurance	61,279	61,675	62,096	62,529	62,249	63,164	63,164	0.00%
Street Lighting	64,884	65,009	66,306	66,697	66,434	60,928	62,756	3.00%
Crossing Guards	7,810	7,778	7,893	8,337	7,846	7,825	7,825	0.00%
Workers Comp	114,148	113,905	114,720	115,678	109,852	50,307	50,307	0.00%
	\$ 2,689,691	\$ 2,785,952	\$ 2,870,117	\$ 2,966,478	\$ 3,102,531	\$ 3,224,159	\$ 3,361,162	4.25%
Difference from prior year		\$ 96,261	\$ 84,165	\$ 96,361	\$ 136,053	\$ 121,628	\$ 137,003	

TO: Mayor and Village Board

FROM: Jason Berry, AICP, Community Development Director

SUBJECT: Case 17-11 15976 132nd Street Annexation and Rezoning

DATE: November 13, 2017

SUMMARY/BACKGROUND

Shawn and Andrea Finnan, owners of the property at 15976 132nd Street, are seeking annexation to the Village of Lemont and rezoning to R-4 Single-Family Detached Residential District.

Case 17-11 was recommended with conditions by the Planning & Zoning Commission on September 20, 2017 and was discussed by the Committee of the Whole on October 16, 2017.

ANALYSIS

The proposed annexation and rezoning are consistent with the Lemont 2030 Comprehensive Plan and the Contemporary Neighborhood (CTP) district.

CONCLUSIONS & RECOMMENDATIONS

Approval of the annexation and rezoning of 15976 132nd Street

BOARD ACTION REQUIRED

Motion to approve the attached ordinances

ATTACHMENTS

1. An Ordinance Annexing to the Village of Lemont Approximately 2.29 Acres Located at 15976 132nd Street in Lemont, IL
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 15976 132nd Street in Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 2.29 ACRES LOCATED AT 15976 132ND STREET IN LEMONT, IL**

(15976 132nd Street)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF NOVEMBER, 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 13th day of
November, 2017.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 2.29 ACRES LOCATED AT 15976 132ND STREET IN LEMONT, IL**

(15976 132nd Street)

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# 22-32-300-017-0000) 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 13th day of November, 2017.

AYES NAYS ABSENT ABSTAIN

Debby Blatzer

Ryan Kwasneski

Dave Maher

Ken McClafferty

Rick Sniegowski

Ron Stapelton

Approved this 13th day of November, 2017

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

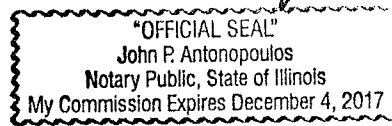
Petitions for Annexation

STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned, a Notary Public DO HEREBY CERTIFY that SHAWN FINNAU, 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 3 day of August, 2017.

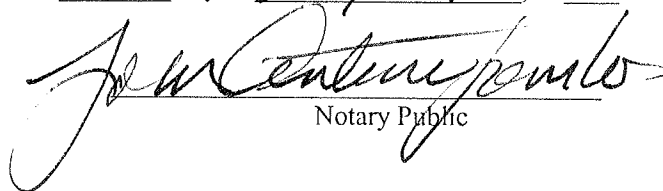

Notary Public



STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned, a Notary Public DO HEREBY CERTIFY that ANDREA KINNAN, 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 3 day of August, 2017.


Notary Public

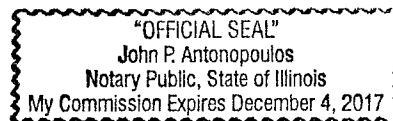


Exhibit B

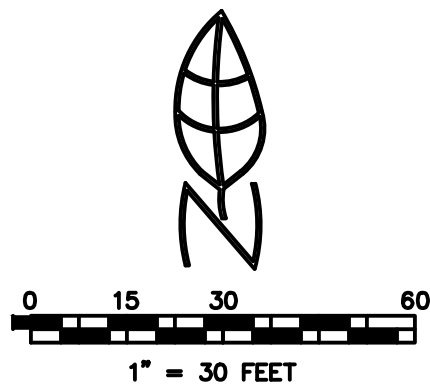
Plat of Annexation

PLAT OF ANNEXATION

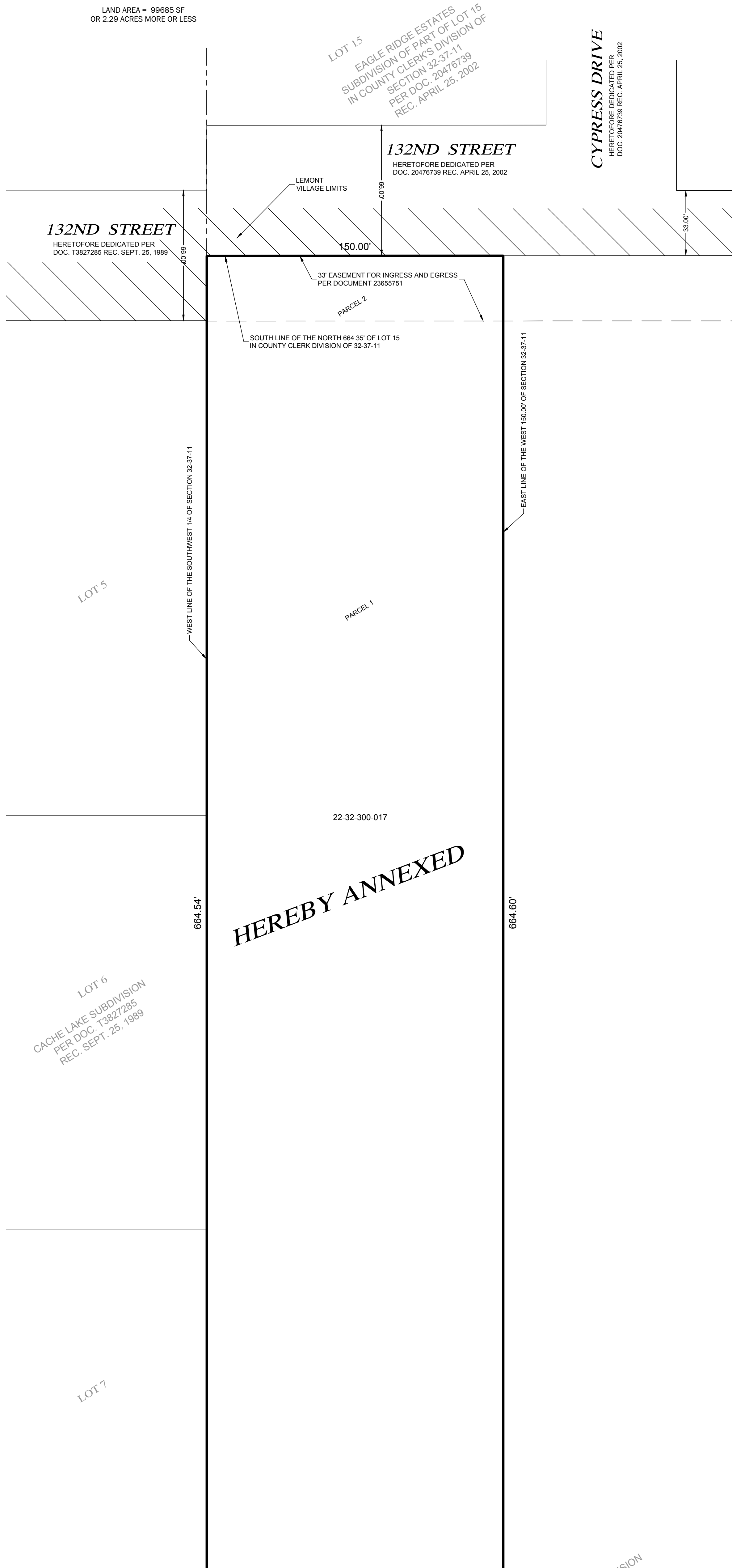
OF

PROPERTY ADDRESS: 15976 132ND STREET, LEMONT, ILLINOIS 60439

PARCEL 1: THE WEST 150 FEET OF THE WEST 300 FEET (EXCEPT THE NORTH 664.35 FEET) OF LOT 15 IN COUNTY CLERK DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1880 AS DOCUMENT 269447 IN BOOK 15 OF PLATS PAGE 49 OF SAID LOT 15 BEING THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, ALL IN COOK COUNTY, ILLINOIS.
 PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT 23655751 OVER THE NORTH 33 FEET OF THE EAST 300 FEET OF THE WEST 600 FEET (EXCEPT THE NORTH 664.35 FEET) OF LOT 15 AFORESAID, IN COOK COUNTY, ILLINOIS.



LAND AREA = 99685 SF
OR 2.29 ACRES MORE OR LESS



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 57-1-8 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

NAME (PRINTED AND SIGNED)	ADDRESS	OWNER (CHECK ALL THAT APPLY)	ELECTOR
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

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

COUNTY CLERK'S DIVISION
OF SECTION 31-37-11
PER DOC. 269448
REC. APRIL 30, 1880

COUNTY CLERK'S DIVISION
OF SECTION 32-37-11
PER DOC. 269447
REC. APRIL 30, 1880

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 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 8TH DAY OF AUGUST, A.D., 2017, AT LISLE, ILLINOIS.

Thomas J. Creal
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
 MY LICENSE EXPIRES NOVEMBER 30, 2018
 ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
 ENGINEERING CORPORATION NO. 184-001245



CLIENT: ANTONOPOULOS & VIRTEL, PC



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 15976 132nd STREET IN LEMONT, IL**

(15976 132ND Street)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF NOVEMBER, 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 15976 132ND STREET IN LEMONT, IL**

(15976 132ND Street)

WHEREAS, Shawn and Andrea Finnan (herein after referred to as “the Petitioner”) are the owners of the property at 15976 132ND Street in Lemont (PIN 22-32-300-017-0000) (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 September 20, 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 13th day of November, 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 13th day of November, 2017

JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A



KABAL SURVEYING COMPANY

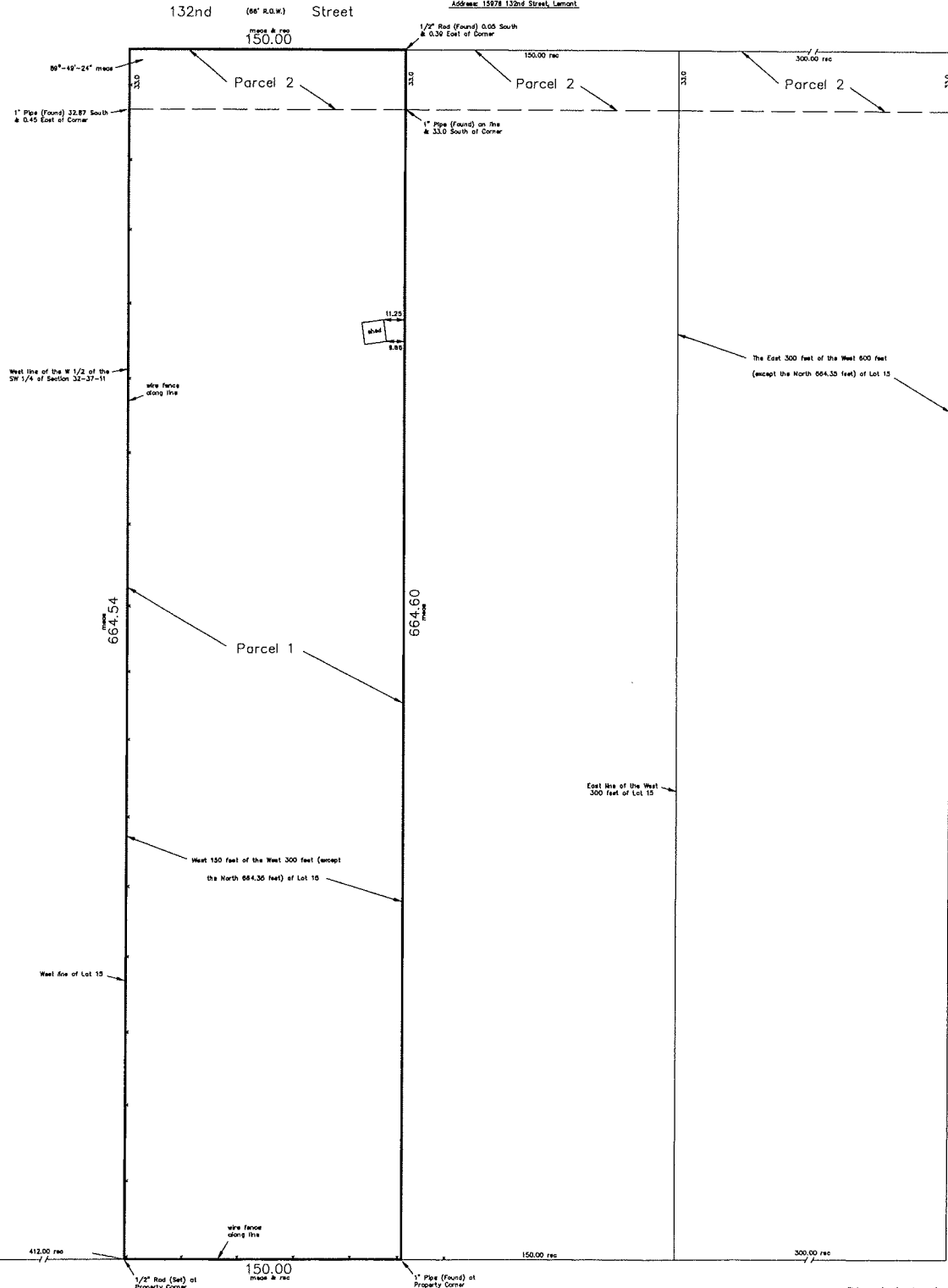
Land Surveying Services

Plat of Survey

2411 Hawthorne Avenue
Westchester, Illinois 60164
(708) 662-2666
Fax (708) 662-7314
email: kabal-surveying@comcast.net
website: kabal-surveying.com
Registration No. 184-003061

Parcel 1: The West 150 feet of the West 300 feet (except the North 664.35 feet) of Lot 15 in County Clark Division of Section 32, Township 37 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 20, 1880 as Document 289447 in Book 16 of Plats Page 49 of said Lot 15 being the North half of the Southwest quarter of said Section 32, as by Cook County, Illinois.
Parcel 2: Easement for ingress and egress for the benefit of Parcels 1 and 2 as created by Instrument recorded as Document 23553751 over the North 33 feet of the East 300 feet of the West 600 feet (except the North 664.35 feet) of Lot 15 aforesaid, in Cook County, Illinois.

Address: 15978 132nd Street, Lemont



Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed January 20, 2018
Building Located _____, 20____

LEGEND
psh = porch, N = North
cove = concave, E = East
meas = measured, W = West
rec = record, S = South
R.O.W. = right-of-way
Area of property is approximately 99,664 square feet
 "x" in box indicates that herein drawn plot was ordered as a non-monumented survey

Scale: 1 inch = 40 ft.
Order No. 180133
Ordered By: Winkelmich, Attorney at Law

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS }
COUNTY OF COOK }

I, STEPHEN J. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Illinois Professional Land Surveyor No. 035-001712
My license expires on November 30, 2018

ORIGINAL SEAL IN RED

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 Contemporary Neighborhood (CTP).
2. The subject property achieves the goals of the Lemont 2030 Comprehensive plan.
3. The request is consistent with the surrounding land uses.
4. The requested rezoning meets the standards for granting rezonings.

TO: Mayor Egofske
Village Board

FROM: George Schafer, Village Administrator
Linda Molitor, CRM, Executive Assistant

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

DATE: November 13, 2017

SUMMARY/ BACKGROUND

The liquor license applicant, Petroleum Oil d/b/a Shell Oil of Lemont, is seeking to return their Class C-1 liquor license and is requesting to be issued a Class A-1 license due to a changing business plan. The initial expansion of the inside of the station was intended for a food area. The applicant is not able to find a fast food venue willing to be housed in the expanded area. Due to a hardship with this expansion, the applicant desires to install video gaming machines in this area.

As such, this ordinance reduces the number of C-1 licenses by one and increases the number of A-1 licenses by one.

STAFF RECOMMENDATION

To approve the Ordinance to amend the Lemont Municipal Code Chapter 5.04, Section 5.04.080 for Liquor Licenses by allowing for a decrease in one Class C-1 liquor license and add one A-1 liquor license.

BOARD ACTION REQUESTED

Motion and adoption of the attached Ordinance.

ATTACHMENTS

An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Decreasing Class C-1 and Issuing Class A-1 Liquor License)

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF NOVEMBER 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 13th day of November 2017**

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04: LIQUOR LICENSES
(Decreasing Class C-1 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, Sangha Petroleum d/b/a Shell of Lemont, operating at 12301 S. Archer Ave., had previously applied for and was issued a Class C-1 liquor license by the Village; and,

WHEREAS, Sangha Petroleum d/b/a Shell of Lemont has requested a change in its liquor license classification and 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 return its Class C-1 and to permit a Class A-1 license to be issued; and,

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

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 C-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, to be issued at any one time shall not exceed the number 9; and,

SECTION 3: 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, to be issued at any one time shall not exceed the number 5; and,

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

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 6: 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 13th DAY OF NOVEMBER 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: Linda Molitor, CRM, Executive Assistant

SUBJECT: Authorizing the Liquor Control Commissioner to Rebate Certain License Fees

DATE: November 13, 2017

SUMMARY/ BACKGROUND

On January 8, 2015, the Village Board approved Resolution R-1-15 authorizing the Liquor Control Commissioner to Rebate Certain License Fees. The rebate program was implemented due to the increase in liquor license fees jeopardizing the businesses that have substantially low sales of liquor. The Liquor Control Commissioner has determined that the rebate program be in effect for the January 1, 2017 – December 31, 2017 calendar year.

The rebate program only applies to liquor license holders as follows: hold a A-3 or A-4 classification; have no licensed video gaming machines on site; have gross liquor sales under \$20,000 per program year and provide a certified accounting of all liquor sales for the previous and program year; have not obtained a Notice of Charge or other notice of violations pertaining to its liquor license; have no debt owed to the Village for any fees or services. The rebate amount, which cannot exceed 50% of the current license fee, will be determined by the Local Liquor Control Commissioner, after review of all applications for compliance of the criteria. If at any time during the Program Year the applicant no longer remains eligible to receive a rebate, the applicant shall refund the Village the amount in full prior to receiving any renewals or additional liquor licenses.

STAFF RECOMMENDATION

Passing of Resolution Authorizing the Liquor Control Commissioner to Rebate Certain License Fees.

BOARD ACTION REQUESTED

Motion and adoption of the attached Resolution.

ATTACHMENTS

Resolution Authorizing the Liquor Control Commissioner to Rebate Certain License Fees.

Resolution No. _____

**Resolution Authorizing the Liquor Control Commissioner to
Rebate Certain License Fees**

WHEREAS, the Village President and Board of Trustees of the Village of Lemont (collectively “Board of Trustees”) find that the promotion of current retail businesses located in the Village is in the best interest of the residents of the Village of Lemont (“Village”);

WHEREAS, in order to promote retail businesses, the Board of Trustees find it is necessary, convenient and in the public interest to make it of record that they support local eating and drinking establishments currently operating in the Village;

WHEREAS, the Illinois Liquor Control Act (235 ILCS 5/4-1 *et. seq.*) grants specific authority to municipalities, to determine the number, kind and classification of licenses for retail sale of alcoholic liquor and the amount of the local licensee fees to be paid for the various kinds of licenses to be issued;

WHEREAS, for numerous years, the Village had not increased any of the liquor license fees;

WHEREAS, as compared to neighboring municipalities, as well as those municipalities similar in size to the Village, the Village’s liquor license fees remained amongst the lowest;

WHEREAS, on March 24, 2014, the Board of Trustees adopted Ordinance O-17-14, which, among other things, increased the then existing liquor license fees for all liquor licenses;

WHEREAS, even with the increase in liquor license fees approved under Ordinance O-17-14, the Village still has one of the lowest rates for liquor license fees in the area and amongst other similarly situated municipalities;

WHEREAS, since the adoption of Ordinance O-17-14 the Village has received numerous complaints from certain restaurants holding a Class A-3 and A-4 liquor holders that the increase in liquor license fees would be detrimental to their business;

WHEREAS, the Village desires to promote and support its local restaurants and assist to help them thrive and remain viable;

WHEREAS, the Village initially adopted the Program (defined below) on January 12, 2015 and desires to extend the Program in accordance with this Resolution.

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

SECTION ONE: Findings: The foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein

SECTION TWO: Liquor License Fee Rebate Program. That there is hereby established the Village of Lemont Liquor License Fee Rebate Program (“Program”). The Program shall commence January 1, 2018 and continue until December 31, 2018 (“Program Year”).

SECTION THREE: Eligibility. The Program is available to Class A-3 or Class A-4 liquor license holders except those that:

- a. are premises licensed as a licensed video gaming location by the Illinois Gaming Board or currently allow for video gaming at the licensed location;
- b. have a gross revenue amount for liquor sales greater than \$20,000.00 per the Program Year;
- c. have received a Notice of Charge or other notice of violation pertaining to its liquor licensee;
- d. are in debt to the Village for any water service, municipal service, or municipal fees, fines, judgments, levies, or any other debt to the Village that are then due and unpaid

SECTION FOUR: Application. Eligible liquor license holders desiring to participate in the Program must complete an application on a form prepared by the Local Liquor Control Commissioner’s office. In the application, the applicant must:

- a. describe the nature of the business;
- b. explain in detail the amount of the rebate requested and the proposed use of the rebated funds;
- c. certify that applicant can comply with all applicable laws;
- d. provide a certified accounting, from a certified public accountant, of all liquor sales for the Program Year and the previous year. This accounting must clearly state the costs of liquor purchased by your establishment, the dollar amount of liquor sales received by your establishment, and an entry showing the profit or loss of all liquor sales for your establishment.

SECTION FIVE: Action on Applications. The Local Liquor Control Commissioner shall review all applications for compliance with the above criteria. The Commissioner shall work with the applicant to reach a proposed rebate amount that shall not exceed 50% of the annual license fee, which the Commissioner may grant at any time during the Program Year. If at any

time during the Program Year, the applicant no longer remains eligible to receive a rebate under the Program, the applicant shall refund the Village the rebate amount in full prior to receiving any renewals or additional liquor licenses.

SECTION SIX: Compliance with this Resolution. Nothing in this resolution shall require the Village to enter into an agreement or provide a rebate to any licensee.

SECTION SEVEN: 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 13th day of November, 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: Mayor and Village Board

FROM: Jason Berry, AICP, Community Development Director

SUBJECT: Illinois Transportation Enhancement Program Grant

DATE: November 13, 2017

SUMMARY/BACKGROUND

Illinois Department of Transportation (IDOT) is accepting application for the Illinois Transportation Enhancement Program (ITEP) 2018 Cycle 13. The ITEP provides funding for community based projects that expand travel choices and is designed to promote and develop alternative transportation options, including bike and pedestrian travel, along with streetscape beautification.

If awarded, Federal funds will provide reimbursement up to 80 percent for preliminary engineering, utility relocations, construction engineering, and construction costs. The Federal funds are awarded competitively, and projects must be related to surface transportation.

ANALYSIS

The abandoned Stephen Street Right-of-Way over the Sanitary and Ship Canal has been identified as the primary location for connecting the Centennial Trail to the I&M Trail and Downtown Lemont. David Landeweer of TERRA Engineering has identified and developed a design option that utilizes an elevator to meet the clearance requirements of the US Army Corps of Engineers.

CONCLUSIONS & RECOMMENDATIONS

Approval of a resolution authorizing and supporting an ITEP application.

BOARD ACTION REQUIRED

Motion to approve the attached ordinance.

ATTACHMENTS

1. A RESOLUTION AUTHORIZING AND SUPPORTING AN APPLICATION TO THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR IMPROVEMENTS IN RELATION TO THE CENTENNIAL TRAIL AND I&M TRAIL IN THE VILLAGE OF LEMONT

**VILLAGE OF LEMONT
RESOLUTION No. _____**

**A RESOLUTION AUTHORIZING AND SUPPORTING AN APPLICATION TO THE
ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR
IMPROVEMENTS IN RELATION TO THE CENTENNIAL TRAIL AND I&M TRAIL
IN THE VILLAGE OF LEMONT**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13TH DAY OF NOVEMBER, 2017**

**PUBLISHED IN PAMPHLET FORM BY
AUTHORITY OF THE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE OF
LEMONT, COUNTIES OF COOK, WILL AND
DU PAGE, ILLINOIS, THIS 13TH DAY OF
NOVEMBER, 2017**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND SUPPORTING AN APPLICATION TO THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR IMPROVEMENTS IN RELATION TO THE CENTENNIAL TRAIL AND I&M TRAIL IN THE VILLAGE OF LEMONT

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the "Village"), acting by and through its Village President and Board of Trustees (the "Village Board"), is a municipal corporation operating pursuant to the Illinois Municipal Code; and

WHEREAS, the Illinois Department of Transportation ("IDOT"), is accepting applications to the Illinois Transportation Enhancement ("ITEP") Program in order to fund local government projects that improve air quality, mitigate congestion and support non-motorized transportation; and

WHEREAS, the *Lemont Active Transportation Plan*, a component of the Village's *Lemont 2030 Comprehensive Plan*, identifies the importance of connectivity between the Centennial Trail and the I&M Trail in Downtown Lemont and the significance of this connection for bicycle and pedestrian connectivity in the region; and

WHEREAS, the *Lemont 2030 Comprehensive Plan* Implementation Action Area 1 calls on the Village to implement the *Lemont Active Transportation Plan* and create a connection to the Centennial Trail; and

WHEREAS, the Village is submitting an application to IDOT for the ITEP program for the Lemont Trail Connection and Trailhead Project (the "Project") on Stephen Street between the I&M Canal and the Centennial Trail, across the Sanitary and Ship Canal, (Exhibit A); and

WHEREAS, the construction of the Project, supported by funding from this grant, is designed to meet the goals and objectives established by the Village's *Lemont 2030 Comprehensive Plan*; and

WHEREAS, the construction of the Project, supported by funding from this grant, will improve air quality, mitigate congestion, support non-motorized transportation, enhance pedestrian, bicycle and vehicular safety, and traffic flow through these areas, while optimizing access to Downtown Lemont; and

WHEREAS, the Village desires to apply to IDOT for the ITEP program for a grant for the purposes of implementing the Project.

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

Section 1. The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

Section 2. The President and Board of Trustees hereby endorse the Project and authorize application to IDOT for the ITEP program, and hereby authorize the Village Administrator and Village staff to execute such further documents and instruments and take such further actions as they shall deem necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution.

Section 3. This Resolution shall be in full force and effect after its passage and approval as required by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 13th day of November, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved by me this 13th day of November, 2017

John Egofske, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Lemont Trail Connection and Trailhead Project

General Information

Project Sponsor
Project Title
IDOT District #1
Mayoral Council
County Cook
Transportation Management Area
Located in Lemont
Metropolitan Planning Organization (MPO)
Congressional District 3rd District
Representative Daniel Lipinski
Senate Richard Dubin

Sponsor Information

Agency Informaiton Local Government
Sponsor Village
Project Sponsor Village of Lemont

Contact Person Details

Position Title Project Manager
Salutation Mr.
First Name David
MI
Last Name Landeweer
Address 225 W. Ohio Street
City Chicago
State IL
Zip Code 60654
Phone Number (312)467-0123
Email dlandeweer@terraengineering.com

Mayor/Village President Detail

Mayor/Village President Detail John Egofske
Address 418 Main Street
City Lemont
State IL
Zip Code 60439
Email jegofske@lemont.il.us

Project Costs

Prepared By David Landeweer
Phone Number (312)467-0123
Agency/Firm Terra Engineering, Ltd.
(Insert spreadsheet)

Project Description

Provide a brief description of the project:

- Facilitates Transportation from one locaton to another
- Included in a local, regional or statewide plan
- Includes signing of facility

Project Relationship to Surface Transportation:

This project involves surface transportation for cyclists and hikers and fills a gap between a segment of the Lemont Bike Trail that has been completed in the past.The project will connect the two segments by providing for a new bike trail that will travel across the Chicago Sanitary and Ship Canal.

Project Location:

The project is located within the Village of Lemont, traveling south from Canal Bank Road. The existing Centennial Trail runs along the Des Plaines River. This project will connect that portion to the new trail that will meet right at the turn of Canal Bank Road prior to crossing over the Chicago Sanitary and Ship Canal . The trail will then travel south on Stephen Street and end just before the Illinois and Michican Canal (I&M Canal).

Project Limits:

The Lemont Bike Trail Connection – project will begin at Canal Bank Road and the Des Plaines River. The trail will then proceed southwest following the direction of Canal Bank Road, crossing the Chicago Sanitary and Ship Canal and turning slightly south continuing down Stephen Street up until the Illinois and Michigan Canal and ending there.

Project Length:

2,014 feet

Project Scope Of Work:

The Lemont Bike Trail Connection will begin at the end of the existing Centennial Trail, along the Des Plaines River. The trail will be crossing over the Sanitary and Ship Canal. In order for this to occur, a pre-fabricated Bridge will be installed that will meet the requirements of the Coast Guard in terms of height. This bridge will also facilitate the crossing over the Sanitary and Ship Canal by having two elevators, one installed on each side of the water as well as two staircases for those who wish to travel up and down the bridge by foot. After crossing the bridge heading south, the trail will continue and turn on to Stephen Street where it will end at the corner of that and the Illinois and Michigan Canal (I&M Canal). The scope of work for the Lemont Bike Trail Connection consists of erosion control, earth excavation and grading, structures, and bike path typical section materials to create an aggregate base, shoulders, and an asphalt surface course. Ancillary items such as traffic control, pavement markings, signing, fencing and turf restoration are also required. The trail will be 10 feet wide and will meet ADA requirements.

Anticipated Benefits:

The trail will create recreational opportunities for residents of Lemont and area-wide communities by providing for an opportunity to travel between various destinations along and near the trail. Except for a short off-street segment the rest of the trail will be along low volume traffic on Stephen Street. The project will also have no negative environmental impacts and will provide an alternative to vehicular transportation.

Describe how the project will improve safety for transportation facility users:

Cyclists and walkers will be provided improved safety by having a clearly separated and defined facility for their use only. With this trail being a segment of a proposed regional trail, significant safety benefits will be provided for the trail users since access will be provided along an off-street trail.

**EXHIBIT A
LEMONT BIKE TRAIL CONNECTION
CONSTRUCTION COST ESTIMATE**

**November 3, 2017
Lemont Bike Trail**

Lemont
Canal Bank Road to I&M Canal
On-Street = 814'
Off-Street = 1,200'
On exist. Drive = 0'

No.	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	TOTAL
1	Earth Excavation	cy	\$30	746	\$22,380
2	Remove and Replace Unsuitable Material	cy	\$30	373	\$11,190
3	Furnished Excavation	cy	\$30	373	\$11,190
4	Porous Granular Embankment, Subgrade	cy	\$30	187	\$5,610
5	Geotech Fabric	sy	\$2	1492	\$2,984
6	Topsoil	sy	\$4	4028	\$16,112
7	Seed, Fertilizer, Mulch	sy	\$1	4028	\$4,028
8	Aggregate Base Course Type B 6"	sy	\$12	2014	\$24,168
9	Pipe Culvert 15"	ft	\$45	0	\$0
10	Signs	sf	\$32	25	\$800
11	Paint Pavement Markings 4"	ft	\$1	2014	\$2,014
12	Hot Mix Asphalt Surface Course, 2"	ton	\$80	250	\$20,000
13	Tree Clearing	ac	\$4,000	0	\$0
14	Slope Wall Modification	ft	\$1,000	0	\$0
15	Prefabricated Bridge (12' wide)	sf	\$165	2280	\$376,200
16	Chatham Bridge Repair	ls	\$600,000	0	\$0
18	Traffic Signal Modification	each	\$40,000	0	\$0
19	Permanent Sheetpiling	sf	\$10	0	\$0
20	At-grade RR crossing	ls	\$50,000	0	\$0
21	Perimeter Erosion Barrier	ft	\$3	750	\$2,250
22	Parking Lot	sy	\$65	0	\$0
23	Wetland Mitigation	ac	\$110,000	0	\$0
24	Elevator/Stairs	each	\$150,000	2	\$300,000
25	Mobilization	l sum	6%	0	\$47,936

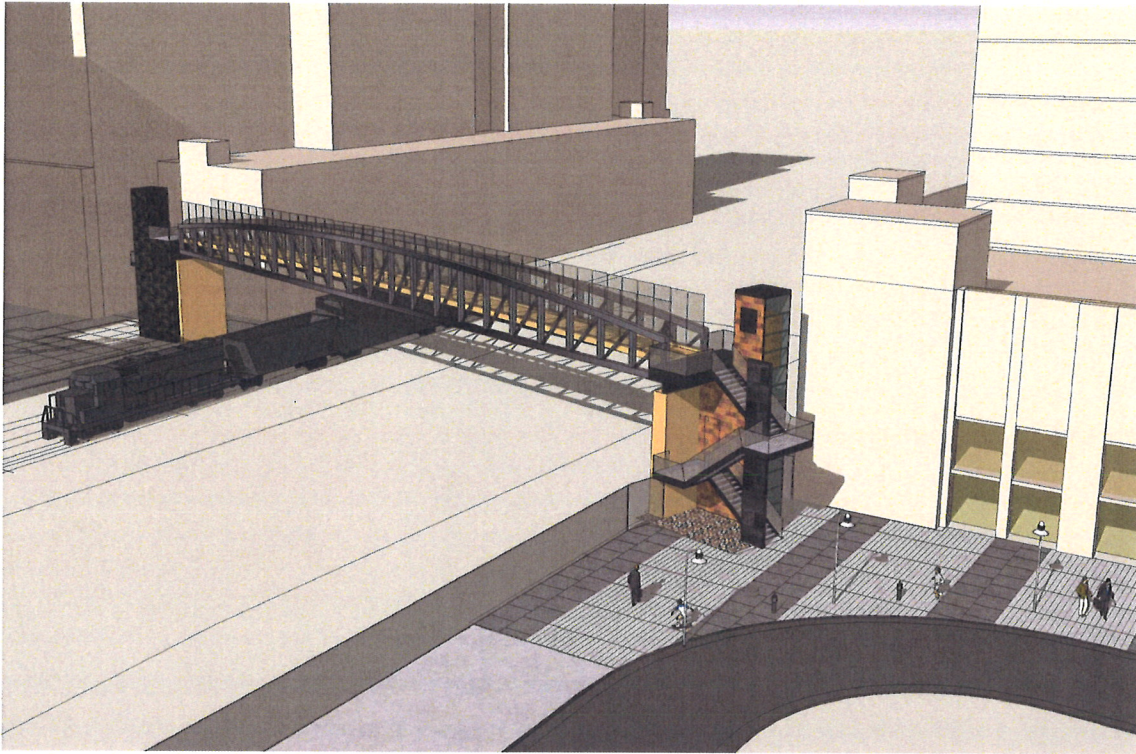
SUBTOTALS	\$846,862
CONTINGENCY (20%)	\$169,372
SUBTOTALS (construction)	\$1,016,234
 Phase 1 Engineering	 \$101,623
TOTAL	\$1,117,857

Lafayette Pedestrian Bridge – Portland, Oregon





18th Street Bridge Rendering – Denver, Colorado



Akrobaten Pedestrian Bridge Oslo, Norway





TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: A Resolution Approving a License Agreement for a Portion of the Village Owned Canal Reserve Strip
DATE: November 8, 2017

SUMMARY/ BACKGROUND

Lemont Trails Adventure Park (LTAP Acquisition, LLP) has purchased and assembled property within the Heritage Quarry Recreational Area (HQRA) and intends to construct and operate a recreational adventure park. LTAP Acquisition, LLP intends to utilize its own property for construction of buildings, parking areas and major amenities, and license/lease adjacent properties from public entities for additional amenities. LTAP Acquisition, LLP is requesting utilization of Village owned I&M Canal reserve strip property adjacent to their property located at the northwest corner of Walker and Main Street. The property will be utilized for access to its property for improvements and planning for its project in the short-term and will be incorporated into the activities of the park, while still maintaining availability to the public, after it becomes operational. To allow for the utilization of Village property, the Village will be requiring a lease or license to utilize the property.

After discussion at the July Committee of the Whole and again at the July 24th Village Board Meeting, the Village Board authorized staff to negotiate the license via Resolution R-42-07. The license has been negotiated and now requires final action by the Village Board to become fully executed.

It should be noted that the license request from the Village is one of the first formal steps associated with planning for the proposed projects. Additional public meetings, zoning entitlements, negotiation on the leasing/licensing of other publicly owned land will be required before the project is constructed. LTAP Acquisition, LLP has been in contact preliminarily with other entities involved including Lemont Township.

ANALYSIS

Comprehensive Plan: The project is consistent with the 2030 Comprehensive Plan

Operating Budget: Leasing or licensing property to LTAP Acquisition will bring in revenue and/or reduce the need to maintain the HQRA area.

RECOMMENDATION

Staff recommends approval of the license agreement.

BOARD ACTION REQUESTED

Motion to approve Resolution

ATTACHMENTS

- Resolution and License Agreement



Resolution No. _____

A Resolution Approving a License Agreement for a Portion of the Village Owned Canal Reserve Strip

WHEREAS, the Village of Lemont (“Village”) owns certain portions of the Illinois and Michigan Canal Lands located in the Village of Lemont commonly referred to as the “Canal Reserve Strip;” and

WHEREAS, LTAP Acquisition, LLC, an Illinois limited liability company (“LTAP”), owns certain real property located south of and directly adjacent to a portion of the Canal Reserve Strip (LTAP’s Parcel”); and

WHEREAS, LTAP desires access to and use of that portion of the Canal Reserve Strip depicted on Exhibit A attached hereto and incorporated herein by reference (the “Premises”) to allow additional means of ingress to and egress from LTAP’s Parcel; and

WHEREAS, in exchange for access to and use of the Premises, LTAP has offered, among other things, to clean up, restore, and maintain the Premises at its sole cost and expense (collectively, the “Maintenance Activities”); and

WHEREAS, the President and Board of Trustees hereby determine that it is in the best interest of the Village to grant LTAP access to and use of the Premises in exchange for the Maintenance Activities, subject to the terms and conditions set forth in the Canal License Agreement attached hereto as Exhibit A and 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 foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Resolution and are incorporated by reference as if fully set forth herein.

SECTION TWO: The Canal License Agreement attached hereto as Exhibit A is hereby approved.

SECTION THREE : The Village President, Village Clerk, and/or Village Administrator are hereby authorized to execute the Canal License 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 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 13th day of November, 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

Canal License Agreement

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made as of this 29 day of September, 2017 (the “**Effective Date**”), by and between the Village of Lemont, an Illinois municipal corporation (the “**Village**”) and LTAP Acquisition, LLC, an Illinois limited liability company, (the “**Licensee**”). The Village and the Licensee are hereinafter sometimes referred to individually as a “**Party**” and together as the “**Parties**”.

RECITALS

WHEREAS, the Village is the owner of a particular strip of land sitting to the south of the Illinois and Michigan Canal (the “**Premises**”), and more accurately described on **Exhibit A** and depicted on **Exhibit B**; and

WHEREAS, the Licensee owns the property abutting the Premises to the south (the “**Site**”) which has a PIN 22-21-200-080-0000; and

WHEREAS, the Licensee intends to develop the Site into a nature adventure center; and

WHEREAS, the Parties desire and have determined it is in their best interest to enter into this Agreement so that Licensee can have access to and from the Site through the Premises and so that the Premises will be maintained in a clean and orderly condition.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated into this Agreement, and made a part hereof, as if set forth verbatim herein.

2. NON-EXCLUSIVE LICENSE. Village hereby grants to Licensee a non-exclusive license (the “**License**”) to access the Premises for the limited purposes of: (1) ingress and egress from the Site; (2) removing personal property, fixtures and improvements from the Premises in accordance with Licensee’s schedule for same; and (3) maintaining the current natural path running east to west on the Premises in a usable condition that is at least as good as it is on the Effective Date. The License shall be subject to the terms, covenants and conditions herein set forth. For the sake of clarification, this License does not grant Licensee the right to construct any permanent improvements on the Premises.

3. TERM. The License granted hereunder shall be for a three (3) year term, commencing on the Effective Date, unless sooner terminated by either Party in accordance with paragraph 12 below (the “**Term**”).

4. LICENSE FEE. In consideration for the License the Licensee shall perform the following activities in accordance with the schedule contained herein (1) pursue to completion the eviction and removal of any tenant on the Premises under any lease entered prior to the Effective Date. Licensee shall commence such process as soon as is practical under the circumstances and the Village recognizes the benefit of amicable resolution to the current holdover occupancy; (2) commence removal of personal property, fixtures, buildings and improvements that exist on the Premises on the Effective Date, including any housing structure. Such process shall commence upon vacation of the property by the holdover party and shall continue at a reasonable pace until completed; (3) maintain the Premises in a clean condition and free of trash and waste; (4) maintain the natural path that exists on the Premises as of the Effective

Date in at least as good of a condition as it exists on the Effective Date; and (5) at the option of the Licensee, improve the existing natural path by removing invasive species of plant growth and providing additional upgrades to the path. The foregoing activities shall all be conducted at the sole cost and expense of the Licensee. So long as the Lease is not terminated wrongfully by the Village, the Village shall not reimburse the Licensee for any of the foregoing activities. If the License is wrongfully terminated by the Village, then, without limitation of any other damages Licensee may incur, Licensee shall be entitled to reimbursement for such activities. The Village shall not provide to the Licensee any equipment—including dumpsters and bulldozers—for any of the foregoing activities. The Village reserves the right to assign a value to and/or charge a license fee for the property being licensed, via an amendment to the initial agreement, subject to an agreed upon appraisal method of the licensed property, but in such case, Licensee shall be credited (against any such fee) for the fair value of all future activity conducted on the Premises after the institution of a license fee for the benefit of the Village, including removal of the holdover party, removal of the residence and personal property and maintenance and clearing of the path on the Premises. Licensee shall not receive a credit for any work or activity conducted on the Premises for the benefit of the Village prior to the institution of a license fee.

5. RESERVED RIGHTS BY VILLAGE. The Village reserves the right to use, or permit unrelated third parties to use, the Premises in the manner in which it is being used prior to the Effective Date at any time even when used by the Licensee. All rights to the Premises not specifically granted to Licensee under this Agreement are reserved to Village, including, but not limited to, the right of the Village to construct improvements on the Premises provided they do not unreasonably interfere with the Licensee's access to the Site from the Premises.

6. NO REPRESENTATIONS AND WARRANTIES. The Village makes no representations, guarantees, or warranties, expressed or implied, as to the content, characteristics and suitability of the Premises for any purpose.

7. CONDITION OF THE LICENSED SPACE; DUTY OF CARE.

A. The Licensee (i) has examined the Premises prior to execution of this Agreement and is satisfied with its condition; (ii) acknowledges that no representation as to the condition or repair thereof has been made by the Village other than as expressly contained in this Agreement; (iii) acknowledges that no agreement or promise to alter, repair or improve the Premises, other than as expressly contained in this Agreement, has been made by the Village; and (iv) agrees to return the Premises to the Village, in a condition as good or better than when first used by the Licensee, reasonable wear and tear excepted.

B. Alterations, improvements and fixtures made or installed by the Licensee on the Premises shall become the property of the Village at the end of the License, unless the Village requires the Licensee to remove the same. The Licensee shall be responsible for and shall pay to the Village promptly upon demand, the full cost of any restoration or repair to the Premises which results from the removal of such alterations, improvements and/or fixtures.

C. The Licensee shall be responsible for all damage caused by the Licensee and its employees, agents, contractors, members, volunteers or invitees to any of the Village's improvements, furniture, fixtures, equipment, and personal property located in or about the Premises. The Licensee shall also be responsible for any and all damage done to the Premises by the Licensee and its employees, agents, contractors, members, volunteers and invitees, and Licensee shall promptly reimburse Village for the full cost or repair of all such damages or replacement. Notwithstanding the foregoing, the parties understand and contemplate the existing

residence and personal property that is located on the Premises is to be destroyed or removed and disposed of, which destruction or removal shall not, in any way, violate this Agreement.

D. The Premises is provided on an "as is, where is" basis and with all faults. The Village shall not provide the Licensee with any equipment, materials, or supplies of any nature whatsoever in connection with the License. Licensee shall supply all necessary equipment, materials, and supplies.

8. INTENTIONALLY OMITTED.

9. SUSPENSION OF USE. In the event of an emergency, safety issue, or the Licensee's failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of, or poses an increased risk of liability to the Village or its officials, officers, employees, agents, invitees or others, as determined by the Village in its sole reasonable discretion, the Village may immediately suspend the License granted hereunder until such condition has been remedied to the Village's reasonable satisfaction.

10. WAIVER AND RELEASE OF LIABILITY. To the maximum extent permitted by law, the Licensee shall enter, exit and use the Premises entirely at its own risk. Licensee acknowledges that the Village shall not provide any supervision, security or protection in connection with the Premises. The Village shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement. To the fullest extent permitted by the law, the Licensee hereby forever waives, defends, relinquishes and discharges and holds harmless the Village, and its officials, officers, employees and agents, from any and all claims of every nature whatsoever, which the Licensee may have at any time against the Village, its officials, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by the Licensee or any person claiming by, through or under the Licensee, relating directly or indirectly to the Premises, the condition of the Premises, or use by the Village or the Licensee of the Premises. The Licensee shall pay all costs and expenses, including without limitation court costs and attorneys' fees, which shall be incurred by or imposed on the Village either in enforcing the terms of this License or in any litigation or other proceeding to which the Village may be made a party relating to the License or Licensee's use of the Premises. Nothing herein provided is intended to waive nor shall it waive any of the immunities afforded the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*, and the Village shall continue to have all of the protections and immunities provided by said Act as now or hereafter amended. The provisions of this Section shall survive termination of this Agreement and the License.

11. INSURANCE. The Licensee and any of its employees, agents, contractors, members, or volunteers shall procure and maintain the types and amounts of insurance, including but not limited to commercial general liability insurance, property damage, and worker's compensation insurance, as Village shall require in its sole discretion *prior* to entering the Premises. Prior to entering the Premises the Licensee shall provide to the Village certificates of insurance evidencing the insurance required herein. Such certificates of insurance will name the Village as an additional insured.

12. TERMINATION. The Village may terminate this Agreement and the License granted hereunder, in whole or in part, as follows:

A. In the event Licensee breaches any of the provisions of this Agreement, Village may terminate the License immediately upon written notice to Licensee, if Licensee shall not have cured such breach within ten (10) business days after Village shall have first notified Licensee of

such breach in writing or, if by its nature the breach is not capable of being cured within said ten (10) business day period, Licensee shall not have commenced such cure within said ten (10) business day period and diligently pursued same to completion. Notwithstanding the foregoing, in the event that Licensee shall have repeatedly breached the same or other provisions previously, Village may terminate the License immediately without affording Licensee an opportunity to cure the breach, upon written notice to Licensee, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the License, or the immediate suspension of the License until such insurance has been obtained and satisfactory proof thereof provided to Village, in either case upon written notice to Licensee without opportunity to cure.

B. In the event Licensee shall have: (i) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (ii) consented to the appointment of a receiver or trustee for all or a part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to License and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the License shall automatically terminate.

The Parties may mutually agree to terminate this Agreement in writing at any time.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

13. COMPLIANCE WITH LAWS. The Licensee, its employees, members, contractors, agents and invitees shall comply with all federal, state, county and local laws, statutes, ordinances, rules, regulations and codes in connection with all of its activities on the Premises. Any constructions or demolition done on the Premises will be done in compliance with the Prevailing Wage Act and the Licensee is required to maintain such records of compliance for three years after the termination of this Agreement.

14. NO PROPERTY INTEREST. This Agreement and the License granted hereunder do not create for the Licensee any property interest in the Premises; it being acknowledged that this Agreement is only a license and not a lease.

15. WRITTEN NOTICES. All notices, requests, demands, payments, or other communications with respect to this Agreement shall be in writing and shall be deemed to have been duly given upon personal delivery or, if mailed, seventy-two (72) hours after deposit in the United States mail, certified mail, return receipt requested, with proper postage prepaid and addressed as follows:

To the Licensee: LTAP Acquisition, LLC
730 West Randolph Street
Suite 600
Chicago, IL 60661
ATTN: Bartly Loethen

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

With a copy to:

Tressler LLP

233 S. Wacker Drive, 22nd Floor
Chicago, Illinois 60606
ATTN: Andrew S. Paine

16. NO ASSIGNMENT. The terms, rights and obligations of this Agreement shall be binding on the successors and assigns of each Party. Notwithstanding anything here to the contrary, this Agreement may not be assigned by the Licensee without first obtaining the written approval of the Village, which may be withheld at the Village's sole discretion.

17. NO LIENS. Licensee shall not allow any lien caused by or arising out of this Agreement to be filed against the Premises. If such lien is filed then the Licensee shall take immediate and diligent action to remove the lien. If the Village determines, in the Village's sole discretion, that the Licensee has not taken immediate or diligent action to remove the lien then the Village may take all action it deems necessary to remove the lien and the Licensee shall reimburse the Village for such expenses, including attorneys' fees and court costs, within thirty days of notice of the same.

18. NO RECORDING. This Agreement, or a memorandum thereof, shall not be recorded.

19. VENUE. The exclusive venue for any litigation arising out of this Agreement shall be the state circuit court for the county in which the Premises is located and both parties hereby agree to submit to the personal and subject matter jurisdiction of such court.

20. INVALIDITY OF ANY PROVISION. If any of the provisions of this Agreement shall be deemed invalid or unenforceable then the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. SECTION HEADINGS. The section headings in this Agreement are for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

22. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law.

23. ENTIRE AGREEMENT. This Agreement embodies the entire understanding of the Parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. This Agreement may be modified only by a written document executed by both Parties.

24. NO WAIVER. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or affect the right of the Party to subsequently enforce the same provision.

25. COUNTERPARTS AND THIRD PARTIES. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. Further, this Agreement is by and between the Parties hereto and no other party may rely upon its terms and conditions hereof nor does this Agreement grant any rights or privileges to any third party.

26. **AUTHORIZATION OF SIGNATORIES.** The undersigned duly authorized representatives represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

27. **REAL ESTATE TAXES.** Licensee shall pay any and all real estate, sales, use or other taxes which may be legally due and owing to any governmental entity as a result of this Agreement and the License (if any).

* * * *


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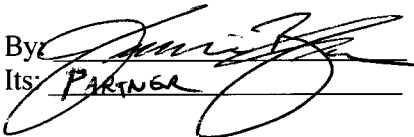
* * * *

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof, as of the Effective Date.

VILLAGE OF LEMONT,
an Illinois municipal corporation

LTAP Acquisition, LLC,
an Illinois limited liability company

By: 
Its: Village Administrator

By: 
Its: PARTNER

Attest:

Attest:

By: 
Its: Village Clerk

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES



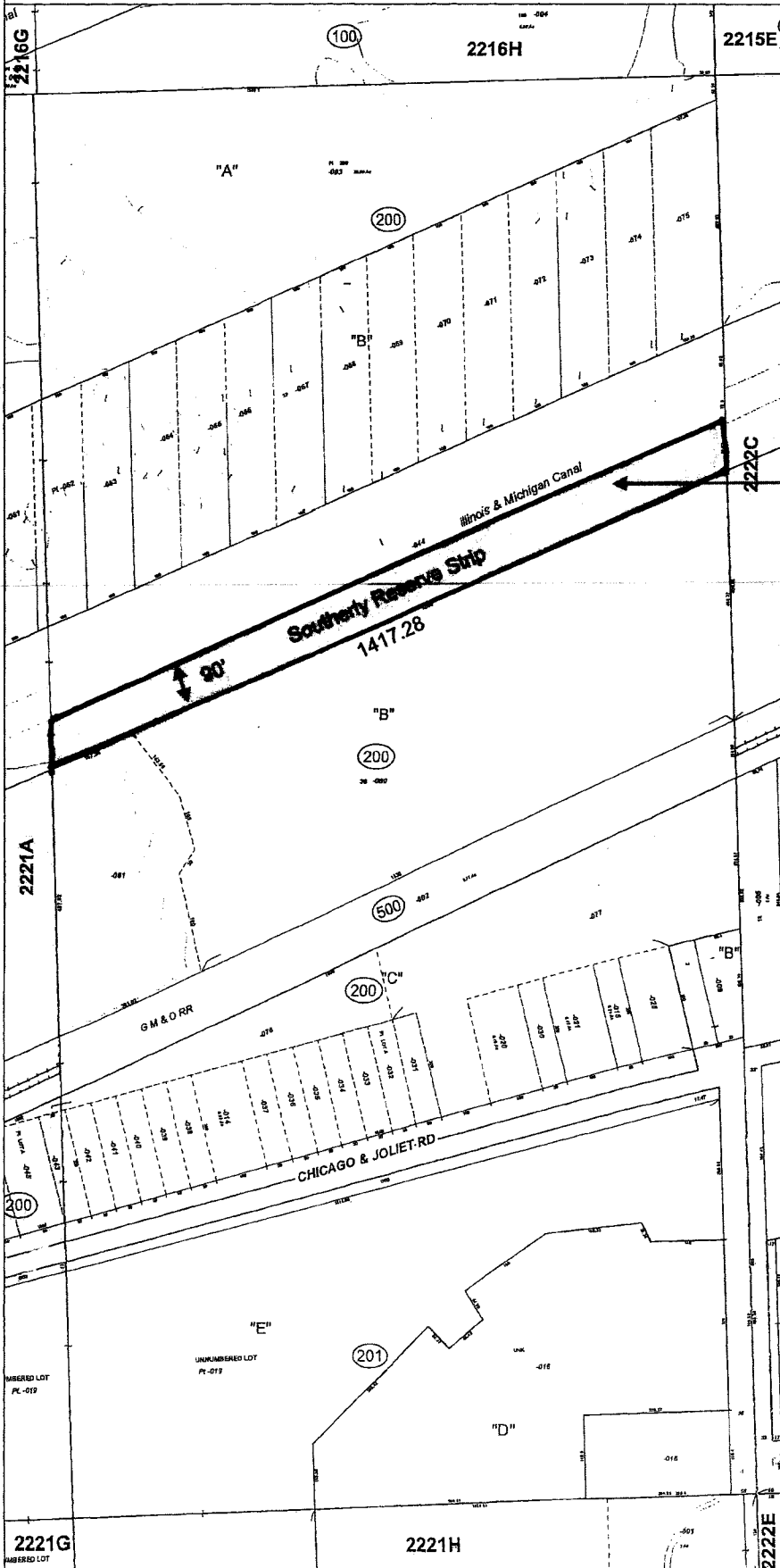
Cook County, Illinois
 E½ NE¼ Section 21 - 37 - 11
 LEMONT

2016 Tax Map

Page 2221B

37-11-21B

© 2016 Cook County, Illinois



LEMONT TRAILS LICENSE PARCEL

Legal Description of License Area:
 All that part of the Southerly reserve strip of the Illinois and Michigan Canal adjoining said canal, that lies in the East half of the Northeast quarter of Section 21, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

License Area is approximately 127645 Square Feet