

# *Village of Lemont*

**Mayor**  
Brian K. Reaves

**Village Clerk**  
Charlene Smollen

**Administrator**  
George J. Schafer



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

**VILLAGE BOARD MEETING**  
**December 8, 2014 – 7:00 PM**  
**Village Hall – 418 Main Street**

## **AGENDA**

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. CONSENT AGENDA**

**A. APPROVAL OF MINUTES**

**1. NOVEMBER 24, 2014 VILLAGE BOARD MEETING MINUTES**

**B. APPROVAL OF DISBURSEMENTS**

**C. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$5,690,000 WATERWORKS & SEWERAGE BONDS, SERIES 2004 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**

**D. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,525,000 GENERAL OBLIGATION BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**

**E. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,825,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**

**F. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE 2014 YEAR TO PAY DEBT SERVICE ON \$4,290,000 GENERAL OBLIGATION (T.I.F.) REFUNDING BONDS, SERIES 2005A (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**

- G. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**
- H. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE), AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**
- I. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**
- J. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$5,000,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS (ALTERNATE REVENUE SOURCE), SERIES 2010A AND BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS**
- K. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**
- L. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**
- M. AN ORDINANCE FOR THE LEVYING AND ASSESSING OF TAXES FOR THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS FOR THE CURRENT FISCAL YEAR COMMENCING MAY 1, 2014, AND ENDING ON APRIL 30, 2015**
- N. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$955,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A (ALTERNATE REVENUE SOURCE), AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS**
- O. AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,430,000 SPECIAL SERVICE AREA No. 1 (ROUTE 83 AND MAIN STREET) SPECIAL AD VALOREM TAX BONDS, SERIES 2009, OF THE VILLAGE OF LEMONT, COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS**

**P. AN ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX**

**Q. AN ORDINANCE ESTABLISHING A STREET LIGHTING TAX**

**IV. MAYOR'S REPORT**

**A. OATH OF OFFICE FOR CSO JASON BOYER PROMOTION TO PATROL OFFICER**

**B. PROCLAMATION – DECEMBER DRUNK AND DRUGGED DRIVING MONTH**

**C. PUBLIC HEARING – MWRD BOW TIE ANNEXATION**

**D. GOVERNORS HOMETOWN AWARD**

**E. PROCLAMATION – CHIEF SHAUGHNESSY**

**F. AUDIENCE PARTICIPATION**

**V. CLERK'S REPORT**

**A. CORRESPONDENCE**

**B. ORDINANCE**

- 1. AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT (BOW TIE PARCEL – 13.6 ACRES)  
(ADMIN./PLANNING & ED)(REAVES/STAPLETON)(SCHAFFER/JONES)**
- 2. AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 13.6 ACRES (BOW TIE PARCEL – 13.6 ACRES)  
(ADMIN./PLANNING & ED)(REAVES/STAPLETON)(SCHAFFER/JONES)**
- 3. AN ORDINANCE AUTHORIZING THE AGREEMENT FOR SALE AND PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS NORTH CANAL BANK ROAD, GREAT LAKES QUARRY  
(ADMIN.)(REAVES)(SCHAFFER)**
- 4. AN ORDINANCE GRANTING FINAL PUD PLAN/PLAT APPROVAL FOR A NINETEEN-LOT RESIDENTIAL SUBDIVISION LOCATED SOUTH OF 127<sup>TH</sup> STREET AND WEST OF INTERSTATE 355 IN LEMONT, IL (BIRCH PATH)  
(PLANNING & ED)(STAPLETON)(JONES/GLAS)**

**C. RESOLUTION**

- 1. A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR A PROPERTY LOCATED SOUTH OF 127<sup>TH</sup> STREET AND WEST OF INTERSTATE 355 IN LEMONT (BIRCH PATH)  
(PLANNING & ED)(STAPLETON)(JONES/GLAS)**
- 2. A RESOLUTION APPROVING THE LEMONT HAZARD MITIGATION PLAN (POLICE DEPT.)(MIKLOS)(SHAUGHNESSY)**

- VI. VILLAGE ATTORNEY REPORT**
- VII. VILLAGE ADMINISTRATOR REPORT**
- VIII. BOARD REPORTS**
- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION**
- XIII. ACTION ON CLOSED SESSION ITEM(S)**
- XIV. MOTION TO ADJOURN**

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**November 24, 2014**  
**7:00 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, November 24, 2014, at 7:00 p.m., with Mayor Brian Reaves presiding.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

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

**III. CONSENT AGENDA**

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

**A. Approval of Minutes**

1. November 9, 2014 Village Board Meeting Minutes.
2. November 10, 2014 Village Board Meeting Minutes.
3. November 17, 2014 Committee of the Whole Meeting Minutes.

**B. Approval of Disbursements.**

**C. Ordinance O- 54-14 Approving the Annual Fee Ordinance.**

**D. Ordinance O-55-14 Amending Title 8 and 15 of the Lemont, Illinois Municipal.**

**E. Resolution R-72-14 Approving the Minutes of Certain Closed Session Meetings.**

**F. Resolution R-73-14 Providing for the Destruction of Certain Verbatim Recordings of Closed Session Meetings.**

Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion Passed.

**IV. MAYOR'S REPORT**

**A. Public Hearing – Tax Levy**

Motion by Sniegowski, seconded by Miklos, to open Public Hearing at 7:05 p.m.

Public Comment – Jim Jandora at 1267 Arbor Dr. – spoke about the tax increase and how we should be more prudent.

Motion by Stapleton, seconded by Sniegowski, to close Public Hearing at 7:07 p.m.

**B. Pioneer Award Presentation**

Pioneer Awards were presented to recipients by Mayor Reaves.

**C. Audience Participation - None**

V. **CLERK'S REPORT**

A. **CORRESPONDENCE - NONE**

B. **ORDINANCE(S)**

1. Ordinance O-56-14 Granting a Variation to Allow a 6" Encroachment into the East Side Yard Setback at 16714 W. Pasture Dr. in Lemont, IL.  
Motion by Stapleton, seconded by Blatzer, to adopt said Ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes.
2. Ordinance O-57-14 Approving Lemont 2030, the Village of Lemont Comprehensive Plan.  
Motion by Chialdikas, seconded by Sniegowski, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion Passed.

VI. **VILLAGE ATTORNEY REPORT**

- A. Request to move into Executive Session.

VII. **VILLAGE ADMINISTRATOR REPORT**

- A. A meeting was held with Waste Management to coordinate on snow removal in alleys.

VIII. **BOARD REPORTS**

IX. **STAFF REPORTS**

A. **POLICE**

1. Be vigilant while shopping. Don't be victimized. Roadside safety checks will be done over the holidays.

X. **UNFINISHED BUSINESS**

XI. **NEW BUSINESS**

XII. **MOTION FOR EXECUTIVE SESSION**

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Pending Litigation, Threatened Litigation, and Personnel. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion Passed.

XIII. **ACTION ON CLOSED SESSION ITEM**

XIV. **MOTION TO ADJOURN**

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 9:00 p.m. VV 6 ayes. Motion passed.

# Payment Register

From Payment Date: 11/25/2014 - To Payment Date: 12/8/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
11196	11/25/2014	Open			Accounts Payable	United States Postal Service	\$844.88		
	Invoice		Date	Description		Amount			
	14-11-24		11/24/2014	PERMIT # 89 - newsletter postage		\$844.88			
11197	12/02/2014	Open			Accounts Payable	United States Postal Service	\$533.27		
	Invoice		Date	Description		Amount			
	14-12-01		12/01/2014	additional newsletter postage		\$533.27			
11198	12/08/2014	Open			Accounts Payable	3SI Security Systems Inc	\$850.00		
	Invoice		Date	Description		Amount			
	0000366905		11/24/2014	G03167 - tracking system		\$850.00			
11199	12/08/2014	Open			Accounts Payable	5th Avenue Construction	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000015		11/20/2014	refund clean-up deposit - 13131 Ballycastle Ct		\$1,000.00			
11200	12/08/2014	Open			Accounts Payable	Alexander Chemical Corp	\$3,010.00		
	Invoice		Date	Description		Amount			
	SLS 10025735		11/14/2014	501353 - chlorine		\$3,010.00			
11201	12/08/2014	Open			Accounts Payable	Amalgamated Bank of Chicago	\$467,257.50		
	Invoice		Date	Description		Amount			
	14-12-01 4774		12/01/2014	Series 2012A BI #4774		\$59,937.50			
	14-12-01 2239		12/01/2014	Series 2004 BI #2239		\$327,360.00			
	14-12-01 4775		12/01/2014	Series 2012B BI# 4775		\$79,960.00			
11202	12/08/2014	Open			Accounts Payable	ASCAP	\$341.39		
	Invoice		Date	Description		Amount			
	14-11-21		11/21/2014	500579457 - license fee		\$341.39			
11203	12/08/2014	Open			Accounts Payable	AT&T Illinois	\$705.36		
	Invoice		Date	Description		Amount			
	63024304481114		11/13/2014	630 243-0448 146 1 chestnut crossing l/s		\$70.73			
	63024304591114		11/13/2014	630 243-0459 681 3 oak tree l/s		\$79.09			
	63024373751114		11/13/2014	630 243-7375 749 4 art & culture commission		\$101.64			
	63024317391114		11/13/2014	630 243-1739 155 8 well #6		\$163.12			
	63024312301114		11/13/2014	630 243-1230 805 2 eagle ridge l/s		\$74.02			
	63024314681114		11/13/2014	630 243-1468 926 9 parking garage		\$150.13			
	63024316091114		11/13/2014	630 243-1609 403 9 kohls-target l/s		\$66.63			
11204	12/08/2014	Open			Accounts Payable	Avalon Petroleum Company	\$16,324.15		
	Invoice		Date	Description		Amount			
	558678		10/31/2014	1501 gals unl fuel		\$3,979.15			
	558757		11/11/2014	1800 gals unl fuel		\$4,707.00			
	015236		11/12/2014	1100 gals dsl fuel		\$3,806.00			
	559012		11/20/2014	1600 gals unl fuel		\$3,832.00			
11205	12/08/2014	Open			Accounts Payable	Avaya Financial Services	\$918.81		
	Invoice		Date	Description		Amount			
	26152622		12/02/2014	phone system lease		\$918.81			
11206	12/08/2014	Open			Accounts Payable	Azavar Audit Solutions	\$2,260.00		
	Invoice		Date	Description		Amount			
	10526		12/01/2014	Dec 2014 utility audit contingency pmt		\$2,260.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11207	12/08/2014	Open			Accounts Payable	Burns Plumbing	\$750.00		
	Invoice		Date	Description		Amount			
	INV1421		11/12/2014	replace water heater at 416 Main		\$750.00			
11208	12/08/2014	Open			Accounts Payable	C. R. Schmidt, Inc.	\$76,531.02		
	Invoice		Date	Description		Amount			
	13133-3F		12/01/2014	Main St Brick Paver Replacement		\$76,531.02			
11209	12/08/2014	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice		Date	Description		Amount			
	14-12-01		12/01/2014	Nov 2014 legal		\$2,000.00			
11210	12/08/2014	Open			Accounts Payable	CCP Industries, Inc.	\$58.93		
	Invoice		Date	Description		Amount			
	IN01386949		11/20/2014	uniforms		\$58.93			
11211	12/08/2014	Open			Accounts Payable	Chicago Parts Sound, LLC	\$38.73		
	Invoice		Date	Description		Amount			
	623776		10/02/2014	parts		(\$218.64)			
	628023		10/23/2014	parts		\$54.69			
	631646		11/10/2014	parts		\$52.68			
	635937		11/26/2014	parts		\$150.00			
11212	12/08/2014	Open			Accounts Payable	Cintas Corporation	\$75.68		
	Invoice		Date	Description		Amount			
	8401735267		11/14/2014	v.h. shredding		\$75.68			
11213	12/08/2014	Open			Accounts Payable	Comcast Cable	\$239.30		
	Invoice		Date	Description		Amount			
	14-11-1615		11/24/2014	8771 20 147 0001615 v.h. cable TV		\$29.76			
	14-11-8896		11/22/2014	8771 20 147 0138896 p.w. cable/internet		\$209.54			
11214	12/08/2014	Open			Accounts Payable	ComEd	\$4,022.56		
	Invoice		Date	Description		Amount			
	14-10-3016 (2)		10/30/2014	9338003016 - street lights - houston 1N schultz		\$16.20			
	14-11-2027		11/14/2014	6235062027 - street lights - rolling mdw dr		\$3,709.27			
	14-11-8014		11/25/2014	3909078014 - street lights - illinois, e of stephen		\$27.17			
	14-11-0007		11/25/2014	1173160007 - street lights - talcott, e of stephen		\$187.47			
	14-11-4052		11/25/2014	2163104052 - street lights - stephen st 1 S river		\$82.45			
11215	12/08/2014	Open			Accounts Payable	Courtney's Safety Lane Inc	\$35.00		
	Invoice		Date	Description		Amount			
	101892		11/19/2014	safety inspection		\$35.00			
11216	12/08/2014	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	43671041		11/27/2014	629642 - Canon copier leases - Mmm-Mmm		\$602.00			
11217	12/08/2014	Open			Accounts Payable	Dustcatchers, Inc.	\$106.98		
	Invoice		Date	Description		Amount			
	91170		11/27/2014	2055 - v.h. carpet mat service		\$38.88			
	91171		11/27/2014	2052 - p.d. carpet mat service		\$68.10			
11218	12/08/2014	Open			Accounts Payable	Emergency Vehicle Technologies	\$1,244.85		
	Invoice		Date	Description		Amount			
	3294		11/19/2014	repair		\$1,199.85			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3293		11/19/2014	repair			\$45.00		
11219	12/08/2014	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$5,864.11		
	Invoice		Date	Description		Amount			
	13392-4		10/17/2014	DT TIF engineering - I & M Canal restoration		\$836.00			
	14270-2		10/17/2014	Gateway TIF eng - 83 & Main St building demo		\$2,842.61			
	06028.GE-40		10/17/2014	General Engineering Services		\$988.00			
	12043-8		10/17/2014	MWRDGC Plant contract work		\$228.00			
	12211-5		10/17/2014	Centennial Bldg Parking Garage wall		\$152.00			
	14261-2		10/17/2014	Bow Tie Parcel		\$209.50			
	14337-1		10/17/2014	St Mary's Seminary water service		\$608.00			
11220	12/08/2014	Open			Accounts Payable	Freeway Ford Truck Sales	\$22,903.00		
	Invoice		Date	Description		Amount			
	07919		11/24/2014	2014 Ford F150		\$22,903.00			
11221	12/08/2014	Open			Accounts Payable	Galls, LLC	\$121.99		
	Invoice		Date	Description		Amount			
	002676334		11/10/2014	uniform - JRT		\$121.99			
11222	12/08/2014	Open			Accounts Payable	Green Demolition Contractors, Inc.	\$120,818.07		
	Invoice		Date	Description		Amount			
	14270-1		11/25/2014	Main St-Archer Ave-Rte 83 building demolitions		\$120,818.07			
11223	12/08/2014	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$3,490.06		
	Invoice		Date	Description		Amount			
	2012279		11/21/2014	I.T. Support		\$3,490.06			
11224	12/08/2014	Open			Accounts Payable	Hoppy's Landscaping	\$35,873.52		
	Invoice		Date	Description		Amount			
	14285-1SF		11/24/2014	State St retaining wall		\$35,873.52			
11225	12/08/2014	Open			Accounts Payable	Hydro Vision Technology	\$28,066.15		
	Invoice		Date	Description		Amount			
	14288-1F		11/18/2014	2014 sewer televising & cleaning		\$28,066.15			
11226	12/08/2014	Open			Accounts Payable	Illinois Association of Code Enforcement	\$50.00		
	Invoice		Date	Description		Amount			
	2015-1		11/24/2014	membership - LaChappell		\$25.00			
	2015-2		11/24/2014	membership - Lehmacher		\$25.00			
11227	12/08/2014	Open			Accounts Payable	Illinois Government Finance Officers Association	\$150.00		
	Invoice		Date	Description		Amount			
	14-12-01 ED		12/01/2014	Payroll Seminar - E Donahue		\$75.00			
	14-12-01 TF		12/01/2014	Payroll Seminar - T Friedley		\$75.00			
11228	12/08/2014	Open			Accounts Payable	Illinois Public Safety Agency Network	\$120.00		
	Invoice		Date	Description		Amount			
	040375		12/01/2014	Account # 211 - LEADS subscription		\$120.00			
11229	12/08/2014	Open			Accounts Payable	Inkwell, Ltd.	\$51.24		
	Invoice		Date	Description		Amount			
	66595		11/25/2014	office supplies		\$51.24			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11230	12/08/2014	Open			Accounts Payable	Johnson, Depp & Quisenberry, PSC	\$7,511.41		
	Invoice		Date	Description		Amount			
	14-11-21		11/24/2014	Nov 2014 OAN consulting		\$7,232.41			
	14-11-24		11/24/2014	Nov 2014 TIF consulting		\$279.00			
11231	12/08/2014	Open			Accounts Payable	K-Five Construction Corporation	\$45,208.33		
	Invoice		Date	Description		Amount			
	13389-3F		11/19/2014	2014 MFT resurfacing program		\$45,208.33			
11232	12/08/2014	Open			Accounts Payable	Launch Digital Marketing, LLC	\$375.00		
	Invoice		Date	Description		Amount			
	0006068		11/03/2014	ilivelemont blog		\$250.00			
	0006111		11/05/2014	ilivelemont website migrated to new host		\$125.00			
11233	12/08/2014	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	5363783		11/20/2014	copier lease		\$277.98			
	5363784		11/20/2014	copier lease		\$676.51			
11234	12/08/2014	Open			Accounts Payable	Lina Embroidery	\$26.00		
	Invoice		Date	Description		Amount			
	14-11-04		11/04/2014	uniform - JB		\$26.00			
11235	12/08/2014	Open			Accounts Payable	Macke Water Systems, Inc.	\$405.31		
	Invoice		Date	Description		Amount			
	975340		11/15/2014	146998 - Lease ID:63885 - water cooler rental agreement		\$159.80			
	977074		11/26/2014	146998 - coffee service supplies		\$245.51			
11236	12/08/2014	Open			Accounts Payable	Metropolitan Industries Inc	\$15,059.00		
	Invoice		Date	Description		Amount			
	0000291945		11/26/2014	Lift Station pump repair		\$15,059.00			
11237	12/08/2014	Open			Accounts Payable	Napa Auto Parts	\$148.81		
	Invoice		Date	Description		Amount			
	550801		11/05/2014	parts		\$112.26			
	552297		11/21/2014	parts		\$36.55			
11238	12/08/2014	Open			Accounts Payable	New World Systems Corporation	\$3,900.00		
	Invoice		Date	Description		Amount			
	039185		11/17/2014	LEM1640-C-14-02-B-01 interface		\$3,900.00			
11239	12/08/2014	Open			Accounts Payable	NiCor Gas	\$1,893.63		
	Invoice		Date	Description		Amount			
	14/11-0043 0		11/13/2014	69-22-85-0043 0 ruffled fthrs l/s		\$80.31			
	14/11-1000 5		11/12/2014	84-38-99-1000 5 chestnut crossing l/s		\$0.59			
	14/11-8700 1		11/19/2014	93-56-54-8700 1 smith farms l/s		\$23.85			
	14/11-9378 5		11/17/2014	25-59-90-9378 5 well #6		\$26.15			
	14/11-9589 2		11/18/2014	37-62-87-9589 2 target-kohls l/s		\$23.15			
	14/11-2000 8		11/12/2014	74-12-00-2000 8 harpers grove l/s		\$25.63			
	14/11-4722 3		11/12/2014	91-25-56-4722 3 eagle ridge l/s		\$23.15			
	14/11-9440 4		11/20/2014	7645959440 4 - P.W. gas		\$1,112.25			
	14/11-8974 0		11/12/2014	2117618974 0 - 1243 State St		\$48.01			
	14/11-2859 2		11/13/2014	3354872859 2 - P.D.		\$530.54			

# Payment Register

From Payment Date: 11/25/2014 - To Payment Date: 12/8/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11240	12/08/2014	Open			Accounts Payable	North East Multi-Regional Training Inc	\$225.00		
	Invoice		Date	Description		Amount			
	188762		11/14/2014	1797- training - L Addante		\$225.00			
11241	12/08/2014	Open			Accounts Payable	OfficeMax Incorporated	\$51.45		
	Invoice		Date	Description		Amount			
	515378		11/20/2014	mouse - CS		\$20.99			
	515193		11/20/2014	labels - Metra permits		\$13.99			
	300615		11/20/2014	desk pad - CS		\$16.47			
11242	12/08/2014	Open			Accounts Payable	Olde English Gardens	\$2,200.00		
	Invoice		Date	Description		Amount			
	4817		11/24/2014	vacant property grass cutting		\$2,200.00			
11243	12/08/2014	Open			Accounts Payable	P. F. Pettibone & Co.	\$149.05		
	Invoice		Date	Description		Amount			
	31875		11/06/2014	printing - stickers		\$149.05			
11244	12/08/2014	Open			Accounts Payable	Purchase Power	\$2,020.99		
	Invoice		Date	Description		Amount			
	14-11-20		11/20/2014	postage meter refill		\$2,020.99			
11245	12/08/2014	Open			Accounts Payable	Quinlan Security Systems	\$521.40		
	Invoice		Date	Description		Amount			
	15575		12/01/2014	maintenance agreement		\$521.40			
11246	12/08/2014	Open			Accounts Payable	Rag's Electric	\$303.60		
	Invoice		Date	Description		Amount			
	9759		11/17/2014	light parts		\$148.08			
	9793		11/24/2014	lights at police facility		\$155.52			
11247	12/08/2014	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$396.89		
	Invoice		Date	Description		Amount			
	1464378-IN		11/12/2014	uniforms - PS, JG		\$209.94			
	1466306-IN		11/21/2014	uniforms - RR		\$186.95			
11248	12/08/2014	Open			Accounts Payable	Riccio Construction Corp.	\$5,936.00		
	Invoice		Date	Description		Amount			
	2518		10/31/2014	sewer repair - 511 Keepataw sinkhole		\$5,936.00			
11249	12/08/2014	Open			Accounts Payable	Rush Truck Centers	\$346.53		
	Invoice		Date	Description		Amount			
	95945697		11/26/2014	parts		\$346.53			
11250	12/08/2014	Open			Accounts Payable	ServiceMaster By Bouck	\$2,701.00		
	Invoice		Date	Description		Amount			
	5717718		12/02/2014	office cleaning		\$2,550.00			
	5717719		12/02/2014	janitorial supplies		\$151.00			
11251	12/08/2014	Open			Accounts Payable	Shaw Media	\$531.60		
	Invoice		Date	Description		Amount			
	101410074590		10/31/2014	legal notices		\$531.60			
11252	12/08/2014	Open			Accounts Payable	Southwest Central Dispatch	\$25,431.99		
	Invoice		Date	Description		Amount			
	14-11-20		11/20/2014	10-1201-513 - Dec 2014 assessment		\$25,431.99			

# Payment Register

From Payment Date: 11/25/2014 - To Payment Date: 12/8/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11253	12/08/2014	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$50.00		
	Invoice						Amount		
	12-10 ma		Date	Description			Amount		
			12/01/2014	Dec 2014 plotter maintenance			\$50.00		
11254	12/08/2014	Open			Accounts Payable	State Fire Marshal	\$150.00		
	Invoice						Amount		
	5125061709		Date	Description			Amount		
			11/19/2014	elevator certificate - parking garage			\$150.00		
11255	12/08/2014	Open			Accounts Payable	Swim & Sport Team Outfitters	\$121.45		
	Invoice						Amount		
	703		Date	Description			Amount		
			12/02/2014	uniform			\$121.45		
11256	12/08/2014	Open			Accounts Payable	Thomas Evans Development	\$5,000.00		
	Invoice						Amount		
	020596		Date	Description			Amount		
			11/18/2014	refund clean up bond - 16426 Pasture Dr			\$1,000.00		
	000607		11/18/2014	refund clean up deposit - 13053 Sunrise Dr			\$1,000.00		
	000559		11/18/2014	refund clean up deposit - 13067 Sunrise Dr			\$1,000.00		
	000744		11/18/2014	refund clean up deposit - 12915 Blue Grass Dr			\$1,000.00		
	030306		11/18/2014	refund clean up deposit - 13028 Blue Grass Dr			\$1,000.00		
11257	12/08/2014	Open			Accounts Payable	Tifco Industries	\$64.95		
	Invoice						Amount		
	71004358		Date	Description			Amount		
			11/18/2014	supplies			\$64.95		
11258	12/08/2014	Open			Accounts Payable	Tressler, LLP	\$12,357.93		
	Invoice						Amount		
	349665		Date	Description			Amount		
			11/10/2014	legal services corporate			\$8,649.41		
	349666		11/10/2014	legal services projects			\$2,676.00		
	349667		11/10/2014	legal services recoverable			\$1,032.52		
11259	12/08/2014	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$322.89		
	Invoice						Amount		
	2504081-1		Date	Description			Amount		
			11/14/2014	supplies			\$26.86		
	2504076-0		11/13/2014	supplies			\$116.53		
	2504081-0		11/13/2014	supplies			\$8.66		
	2513798-0		11/21/2014	supplies			\$48.32		
	2509594-0		11/19/2014	supplies			\$81.68		
	2509596-0		11/19/2014	supplies			\$40.84		
11260	12/08/2014	Open			Accounts Payable	WEX Fleet Universal	\$755.53		
	Invoice						Amount		
	38939955		Date	Description			Amount		
			11/30/2014	Nov 2014 retail fuel purchases			\$755.53		
11261	12/08/2014	Open			Accounts Payable	Zee Medical Inc.	\$84.45		
	Invoice						Amount		
	0100228168		Date	Description			Amount		
			11/17/2014	supplies			\$84.45		
11262	12/08/2014	Open			Accounts Payable	Glas, Martha, M	\$44.01		
	Invoice						Amount		
	14-11-24		Date	Description			Amount		
			11/24/2014	reimbursement - OfficeMax award frames			\$44.01		
11263	12/08/2014	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$155.00		
	Invoice						Amount		
	113331		Date	Description			Amount		
			11/18/2014	2015 membership dues			\$155.00		

# Payment Register

From Payment Date: 11/25/2014 - To Payment Date: 12/8/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
11264	12/08/2014	Open			Accounts Payable	Petty Cash	\$343.47			
	Invoice Dec 14		Date 12/01/2014	Description reimbursement			Amount \$343.47			
11265	12/08/2014	Open			Accounts Payable	Suburban Building Officials Conference	\$60.00			
	Invoice 14-11-24		Date 11/24/2014	Description 12/12/14 holiday luncheon			Amount \$60.00			
11266	12/08/2014	Open			Accounts Payable	Cahill, Brian	\$8.00			
	Invoice 14-12-01		Date 12/01/2014	Description refund balance on Metra Parking card			Amount \$8.00			
11267	12/08/2014	Open			Accounts Payable	Davailyte, Deimante	\$8.00			
	Invoice 14-11-19		Date 11/19/2014	Description refund balance on Metra Parking card			Amount \$8.00			
11268	12/08/2014	Open			Accounts Payable	Lemont Village Square, LLC	\$1,000.00			
	Invoice 2013-00010294		Date 11/20/2014	Description refund clean up deposit - 1217 State St			Amount \$1,000.00			
11269	12/08/2014	Open			Accounts Payable	Woods Construction Inc	\$1,000.00			
	Invoice 2014-00000433		Date 11/18/2014	Description refund clean up deposit - 13440 Archer Ave			Amount \$1,000.00			
11270	12/08/2014	Open			Accounts Payable	Gresik, Alan	\$150.00			
	Invoice 14-12-05		Date 11/26/2014	Description 12/5/14 performance - Holiday Appreciation Dinner entertainment			Amount \$150.00			
Type Check Totals:										
FM-Clearing - Accounts Payable Totals							75 Transactions	\$935,231.71		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$935,231.71	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$935,231.71	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$935,231.71	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 11/25/2014 - To Payment Date: 12/8/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Grand Totals:</b>					Total		75	\$935,231.71	\$0.00
<b>Checks</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	75		\$935,231.71	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				<b>Total</b>	<b>75</b>		<b>\$935,231.71</b>	<b>\$0.00</b>	
<b>EFTs</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	0		\$0.00	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				<b>Total</b>	<b>0</b>		<b>\$0.00</b>	<b>\$0.00</b>	
<b>All</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	75		\$935,231.71	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				<b>Total</b>	<b>75</b>		<b>\$935,231.71</b>	<b>\$0.00</b>	

# **Village Board**

## **Agenda Memorandum**

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**To:** Mayor & Village Board

**From:** George Schafer, Village Administrator  
Chris Smith, Finance Director

**Subject:** **2014 Finance Ordinances**

**Date:** December 8, 2014

### **BACKGROUND/HISTORY**

The tax levy ordinances must be filed with the County Clerks by the last Tuesday of the year. Approval of several financial related Ordinances is the next step to the tax levy process.

1. Ordinances Abating Taxes- Before the Board tonight are twelve (12) tax levy abatement ordinances. These ordinances abate taxes related to various alternative revenue bonds the Village has. The Village has enough funds through other dedicated alternative revenues to pay for all debt schedules. For the 2014 Property Tax Levy the total debt service levy for the Village is \$0.
2. 2014 Ordinance for Levying and Assessing of Taxes- On October 20, 2014 staff provided to the board the 2014 Tax Levy Estimate for their consideration. The total levy was formulated by the requirements of PTELL and an estimated new growth component. The public hearing for the tax levy occurred on November 24, 2014. Passage of tonight's Ordinance is the final step to the process.
3. Ordinance establishing a Street and Bridge Tax; Ordinance Establishing a Street Lighting Tax- A Street and Bridge Tax and a Street Lighting Tax is included in the Village's overall 2014 Property Tax Levy. As part of this process, the board must pass these two tax ordinances separately.

### **RECOMMENDATION**

Pass the aforementioned Finance Ordinances.

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON  
\$5,690,000 WATERWORKS & SEWERAGE BONDS, SERIES 2004  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014.**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$5,690,000 WATERWORKS & SEWERAGE BONDS, SERIES 2004 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-90-04 adopted on the 22<sup>nd</sup> day of November, 2004 (the "Ordinance"), did provide for the issue of \$5,690,000 Waterworks & Sewerage Bonds, Series 2004 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-90-04 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on  
this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,525,000  
GENERAL OBLIGATION BONDS, SERIES 2005  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,525,000 GENERAL OBLIGATION BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-25-05 adopted on the 28<sup>h</sup> day of February, 2005 (the "Ordinance"), did provide for the issue of \$1,525,000 General Obligation Waterworks & Sewerage Refunding Bonds, Series 2005 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-25-05 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON  
\$1,825,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING  
BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF  
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE\_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,825,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS, SERIES 2005 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-26-05 adopted on the 28<sup>TH</sup> day of February, 2005 (the "Ordinance"), did provide for the issue of \$1,825,000 General Obligation Waterworks and Sewerage Refunding Bonds, Series 2005 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-26-05 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON  
\$4,290,000 GENERAL OBLIGATION (T.I.F) REFUNDING BONDS,  
SERIES 2005A (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF  
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$4,290,000 GENERAL OBLIGATION (T.I.F) REFUNDING BONDS, SERIES 2005A (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-31-05 adopted on the 12<sup>th</sup> day of April, 2005 (the "Ordinance"), did provide for the issue of \$4,290,000 General Obligation (T.I.F.) Refunding Bonds, Series 2005A (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-31-05 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**Brian K. Reaves, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON  
\$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-07 adopted on the 23rd day of July, 2008 (the "Ordinance"), did provide for the issue of \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-58-07 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on  
this 8th day of December, 2014.**

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

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**BRIAN K. REAVES, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL  
OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE),  
AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE), AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-108-07 adopted on the 10th day of December, 2007 (the "Ordinance"), did provide for the issue of \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), and \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-108-07 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON  
\$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF  
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-07-10 adopted on the 9<sup>TH</sup> day of March, 2010 (the "Ordinance"), did provide for the issue of \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source), (the "Bonds), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-07-10 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on  
this 8th day of December, 2014.**

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

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**BRIAN K. REAVES, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$5,000,000  
GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2010A AND  
BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE  
VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 9<sup>th</sup> day  
of December, 2013**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$5,000,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS (ALTERNATE REVENUE SOURCE), SERIES 2010A AND BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-103-10 adopted on the 13<sup>TH</sup> day of December, 2010 (the "Ordinance"), did provide for the issue of \$5,000,000 General Obligation Bonds Waterworks and Sewerage Bonds, Series 2010A (Alternate Revenue Source), and Build America Bonds (Direct Payment) (the "Bonds), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-103-10 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

---

**BRIAN K. REAVES, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL  
OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE),  
AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-01-12 adopted on the 9th day of January, 2012 (the "Ordinance"), did provide for the issue of \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-01-12 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$3,400,000  
GENERAL OBLIGATION BONDS, SERIES 2012C  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-12 adopted on the 27<sup>h</sup> day of August, 2012 (the "Ordinance"), did provide for the issue of \$3,400,000 General Obligation Waterworks & Sewerage Refunding Bonds, Series 2012C (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-58-12 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR THE  
CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2014, AND ENDING ON APRIL 30, 2015**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE**

**2014 TAX LEVY**

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR THE  
CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2014, AND ENDING ON APRIL 30, 2015**

**WHEREAS**, the Village Board of the Village of Lemont, Cook, Dupage and Will Counties, Illinois, did on the 14<sup>th</sup> Day of April, 2014, pass the ordinance adopting the FY2014-2015 Budget and Capital Improvement Plan for the fiscal year of said Village beginning on the 1<sup>st</sup> day of May, 2014 and ending on the 30<sup>th</sup> day of April, 2015, being Ordinance No. 0-25-14, as amended from time to time.

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

**Section 1.** That the sum of Two Million, Nine Hundred Forty-Four Thousand, One Hundred Fifty-Four (\$2,944,154), or so much thereof as may be authorized by law, is hereby assessed and levied for the General Corporate Fund, Street & Bridge Fund, Unemployment Insurance Fund, Police Protection Fund, Crossing Guard Fund, Liability Insurance Fund, Workers' Compensation Fund, Audit Fund, Social Security Fund, Police Pension Fund, Garbage Fund, Civil Defense Fund, Street Lighting Fund, Illinois Municipal Retirement Fund, Working Cash Fund, Bonds and Interest Fund and such other purposes as are hereinafter specifically described for the Fiscal Year of the Village of Lemont, Illinois, beginning May 1, 2014 and ending April 30, 2015.

**Section 2.** That the sum Two Million, Nine Hundred Forty-Four Thousand, One Hundred Fifty-Four (\$2,944,154), being the total budgeted amounts heretofore legally made that are to be collected from the tax levy of the Village of Lemont for certain corporate expenses of said Village as budgeted for the fiscal year beginning May 1, 2014 and ending April 30, 2015 as passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of April 14, 2014, as amended, be and the same is hereby assessed and levied for the following purposes upon all taxable property of every name, nature, and description within the corporate limits of the Village of Lemont, Cook, Will and Dupage Counties, Illinois:

<b>Total Levy</b>	<b>2014</b>
Corporate	1,296,879
Garbage	0
Police Pension	640,316
IMRF	318,271
Street and Bridge	126,298
Police Protection	181,553
Civil Defense	8,419
Social Security	96,144
Auditing	25,259
Liability Insurance	62,096
Street Lighting	66,306
Crossing Guards	7,893
Working Cash	0
Workers Comp	114,720
<b>Total Levy</b>	<b>2,944,154</b>

**Section 3.** That the amount levied for each object and purpose appears in EXHIBIT A" in the column after the words "AMOUNT TO BE LEVIED."

**Section 4.** That the total amount of Two Million, Nine Hundred Forty-four Thousand, One Hundred and Fifty-four (\$2,944,154) Dollars is hereby levied and assessed on all property subject to taxation within the Village of Lemont according to the value of said property as the same is assessed and equalized for State and County purposes.

**Section 5.** That the Village Clerk of said Village is hereby authorized and directed to certify this Levy and Ordinance and file with the County Clerks of Cook County, DuPage County, and Will County, Illinois as provided by law. Said County Clerks are hereby authorized and directed to extend said taxes that the same may be collected in the manner other general taxes are collected, in manner and form provided by law, and this shall be sufficient authority to do so.

**Section 6.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

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

---

**BRIAN K. REAVES, Village President**

Attest:

---

**CHARLENE SMOLLEN, Village Clerk**

# EXHIBIT A

## VILLAGE OF LEMONT- 2014 PROPERTY TAX LEVY

<u>DESCRIPTION</u>	<u>BUDGETED</u> <u>MAY 1, 2014-APRIL 30, 2015</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	<u>TYPE</u>
<b>Section 1- Mayor and Village Board</b>			
Personnel Services	\$42,030	\$0	
Outside Services	6,000	0	
Material and Supplies	0	0	
<b>Total Mayor and Village Board</b>	<b>\$48,030</b>	<b>\$0</b>	
<b>Section 2- Admin/Finance/Legal</b>			
Personnel Services	\$458,238	\$0	
Outside Services	276,950	25,259	<u>Audit Levy</u>
Material and Supplies	8,200	0	
<b>Total Administration/Finance</b>	<b>\$743,388</b>	<b>\$25,259</b>	
<b>Section 3- Engineering</b>			
Personnel Services	\$0	\$0	
Outside Services	118,357	0	
Material and Supplies		0	
<b>Total Engineering</b>	<b>\$118,357</b>	<b>\$0</b>	
<b>Section 4- Public Works</b>			
Personnel Services	\$554,228	\$10,000	<u>Street &amp; Bridge Levy</u>
Outside Services	318,275	90,000	<u>Street &amp; Bridge Levy</u>
Electric Expense Street Lighting	50,000	50,000	<u>Street Lighting Levy</u>
Material and Supplies	256,200	26,298	<u>Street &amp; Bridge Levy</u> <u>Street Lighting Levy</u>
		16,306	
<b>Total Public Works</b>	<b>\$1,178,703</b>	<b>\$192,604</b>	
<b>Section 5- Vehicle Division</b>			
Personnel Services	\$71,182	\$0	
Outside Services	27,200	0	
Material and Supplies	247,000	0	
<b>Total Vehicle Division</b>	<b>\$345,382</b>	<b>\$0</b>	
<b>Section 6- Police Department</b>			
Personnel Services	\$3,409,938	\$1,296,879	<u>Corporate Tax Levy</u> <u>Police Protection Levy</u>
		181,553	
Crossing Guards	8,300	7,893	<u>Crossing Guards Levy</u>
Outside Services	541,968		
Material and Supplies	76,500		
Police Pension	640,316	640,316	<u>Police Pension Levy</u>
<b>Total Police Department</b>	<b>\$4,677,022</b>	<b>\$2,126,641</b>	
<b>Section 7- Building Department</b>			
Personnel Services	\$389,357	\$0	
Outside Services	122,100	0	
Material and Supplies	11,024	0	
<b>Total Building Department</b>	<b>\$525,117</b>	<b>\$0</b>	

**VILLAGE OF LEMONT-2014 PROPERTY TAX LEVY**

<b><u>DESCRIPTION</u></b>	<b><u>BUDGETED</u></b> <b><u>MAY 1, 2014-APRIL 30, 2015</u></b>	<b><u>AMOUNT TO BE</u></b> <b><u>LEVIED</u></b>	<b><u>TYPE</u></b>
<b>Section 8- Planning and Economic Dev</b>			
Personnel Services	\$223,577	\$0	
Outside Services	134,925	0	
Material and Supplies	1,150	0	
<b>Total Planning and Economic Dev.</b>	<b>\$359,652</b>	<b>\$0</b>	
<b>Section 9- Buildings and Grounds</b>			
Personnel Services	\$34,789	\$0	
Outside Services	74,750	0	
Material and Supplies	9,000	0	
<b>Total Buildings and Grounds</b>	<b>\$118,539</b>	<b>\$0</b>	
<b>Section 10- Police Commission</b>			
Personnel Services	\$800	\$0	
Outside Services	2,600	0	
Material and Supplies	100	0	
<b>Total Police Commission</b>	<b>\$3,500</b>	<b>\$0</b>	
<b>Section 11- Downtown Commission</b>			
Personnel Services	\$0	\$0	
Outside Services	650	0	
Material and Supplies	37,000	0	
<b>Total Downtown Commission</b>	<b>\$37,325</b>	<b>\$0</b>	
<b>Section 12- Historic District Commission</b>			
Personnel Services	\$300	\$0	
Outside Services	175	0	
Material and Supplies	0	0	
<b>Total Historic District Commission</b>	<b>\$475</b>	<b>\$0</b>	
<b>Section 13- Emergency Management</b>			
Personnel Services	\$26,904	\$8,419	<u>Civil Defense Levy</u>
Outside Services	13,470	0	
Material and Supplies	5,080	0	
<b>Total Emergency Management</b>	<b>\$45,450</b>	<b>\$8,419</b>	
<b>Section 14- Odor Alert Network</b>			
Personnel Services	\$3,231	\$0	
Outside Services	20,000	0	
Material and Supplies	0	0	
<b>Total Odor Alert Network</b>	<b>\$23,231</b>	<b>\$0</b>	
<b>Section 15- Environmental Commission</b>			
Personnel Services	\$0	\$0	
Outside Services	3,500	0	

Material and Supplies	0	0
<b>Total Environmental Commission</b>	<b>\$3,500</b>	<b>\$0</b>

**VILLAGE OF LEMONT – 2014 PROPERTY TAX LEVY**

<u>DESCRIPTION</u>	<u>BUDGETED</u> <u>MAY 1, 2014-APRIL 30, 2015</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	<u>TYPE</u>
<b>Section 16- Video Access League</b>			
Personnel Services	\$0	\$0	
Outside Services	0	0	
Material and Supplies	39,000	0	
<b>Total Video Access League</b>	<b>\$39,000</b>	<b>\$0</b>	
<b>Section 17- General Account</b>			
Personnel Services	\$0	\$0	
Outside Services	84,000	62,096	<u>Liability Levy</u>
Workers Comp	120,000	114,720	<u>Workers Comp Levy</u>
Interfund Transfers	424,863	0	
Material and Supplies		0	
<b>Total General Account</b>	<b>\$628,863</b>	<b>\$176,816</b>	
<b>Section 18- Illinois Municipal Retirement Fund</b>			
Contributions	\$346,620	\$318,271	<u>IMRF Levy</u>
<b>Total IMRF</b>	<b>\$346,620</b>	<b>\$318,271</b>	
<b>Section 19- Social Security Fund</b>			
Contributions	\$250,361	\$96,144	<u>Social Security Levy</u>
<b>Total Social Security Fund</b>	<b>\$250,361</b>	<b>\$96,144</b>	
<b>Section 20- Debt Service Fund</b>			
Debt Service Payments	\$1,473,728	\$0	
<b>Total Debt Service Fund</b>	<b>\$1,473,728</b>	<b>\$0</b>	
<b>Section 21- Working Cash Fund</b>	<b>\$1,000</b>	<b>\$0</b>	
<b>Section 22- Downtown TIF Fund</b>	<b>\$1,442,962</b>	<b>\$0</b>	
<b>Section 23- Canal TIF Fund</b>	<b>\$325,026</b>	<b>\$0</b>	
<b>Section 24-Gateway TIF District Fund</b>	<b>\$144,203</b>	<b>\$0</b>	
<b>GRAND TOTAL</b>	<b>\$12,879,434</b>	<b>\$2,944,154</b>	

<b>Total Revenue From Other Sources</b>	<b>\$9,935,280</b>
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**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$955,000 GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2014A (ALTERNATE REVENUE SOURCE),  
AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES  
2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$955,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A (ALTERNATE REVENUE SOURCE), AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-41-14 adopted on the 28th day of July, 2014 (the "Ordinance"), did provide for the issue of \$955,000 General Obligation Bonds, Series 2014A (Alternate Revenue Source), and \$960,000 General Obligation Bonds, Series 2014B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-41-14 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,430,000 SPECIAL SERVICE AREA NO. 1 (ROUTE 83 AND MAIN STREET) SPECIAL AD VALOREM TAX BONDS, SERIES 2009, OF THE VILLAGE OF LEMONT, COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON \$1,430,000 SPECIAL SERVICE AREA NO. 1 (ROUTE 83 AND MAIN STREET) SPECIAL AD VALOREM TAX BONDS, SERIES 2009, OF THE VILLAGE OF LEMONT, COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS**

**WHEREAS,** the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance 0-36-09 adopted on the 20<sup>th</sup> day of April, 2009 (the "Ordinance"), did provide for the issue of \$1,430,000 special Service Area No. 1 (Route 83 And Main Street) Special Ad Valorem Tax Bonds, Series 2009, Of The Village Of Lemont, Cook, Dupage, And Will Counties, Illinois And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal And Interest On Said Bonds; and

**WHEREAS,** the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS,** it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2014 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2014 in Ordinance Number O-36-09 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2014 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 8th day of December, 2014.**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX**

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

**This 8th day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

ORDINANCE NO.

**ORDINANCE ESTABLISHING STREET AND BRIDGE TAX**

**WHEREAS**, the Corporate Authorities of the Village of Lemont are authorized by 65 ILCS 5/11-81-1 to levy an annual tax not to exceed .06% of the total assessed valuation as determined by the Illinois Department of Revenue for street and bridge purposes; and

**WHEREAS**, an additional tax levy not to exceed .04% of the total assessed valuation may be levied if three-fourths of the members elected to the Board of Trustees desire to create such additional tax; and,

**WHEREAS**, the Trustees of the Village of Lemont are desirous of enacting an additional tax of .04% for street and bridge purposes pursuant to 65 ILCS 5/11/81-1.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Lemont, and an additional tax levy of .04% is hereby enacted for street and bridge purposes for the fiscal year beginning May 1, 2014 and ending April 30, 2015.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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 DU PAGE,  
ILLINOIS,**

on this 8th day of December, 2014.

**AYES      NAYS      PASSED      ABSENT**

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING A STREET LIGHTING TAX**

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

**This 8<sup>th</sup> day of December, 2014**

**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 8<sup>th</sup> day  
of December, 2014**

**ORDINANCE ESTABLISHING A STREET LIGHTING TAX**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS:**

**SECTION ONE:** That pursuant to 65 ILCS 5/11-80-5, the Corporate Authorities, as evidenced by the concurrence of two-thirds of all trustees elected therein, hereby levy and assess a street lighting tax of .05% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the Village of Lemont to be used for the purpose of lighting streets for the fiscal year beginning May 1, 2014 through April 30, 2015.

**SECTION TWO:** This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval as provided by law.

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

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 DU PAGE, ILLINOIS,**  
on this  8th  day of  December , 2014.

AYES      NAYS      PASSED      ABSENT

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

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**

# Proclamation

**Mayor**  
Brian K. Reaves

**Village Clerk**  
Charlene Smollen



**Trustees**

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

*WHEREAS, motor vehicle crashes killed 991 people in Illinois during 2013; and*

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

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

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

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

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

*NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, do hereby proclaim December 2014 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Lemont and do hereby call upon all citizens, business leaders, health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.*

*Dated at Lemont this 8th day of December, 2014.*

---

*BRIAN K. REAVES, Mayor*

*Attest:*

---

*CHARLENE SMOLLEN, Village Clerk*



Village of Lemont  
*Planning & Economic Development Department*

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

TO: Mayor Reaves  
Village Board of Trustees

FROM: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 14-10 MWRD Bow Tie Annexation

DATE: December 3, 2014

---

### **SUMMARY**

Recently, the Village made contact with the Metropolitan Water Reclamation District (MWRD) to explore the possibility of annexing the property commonly referred to as the Bow Tie property. The property is entirely surrounded by the Village limits and is adjacent to the Heritage Quarries Recreation area. Additionally, incorporating this property into the Village is expected to help streamline the permitting process for the IMTT culvert infrastructure project. Given these circumstances, MWRD was agreeable to annexing the property. Attached is an ordinance authorizing an annexation agreement with MWRD and an ordinance annexing the bow tie property.

### **BOARD ACTION**

Vote on the attached ordinances.

### **ATTACHMENTS**

An Ordinance Authorizing the Execution of an Annexation Agreement with the Metropolitan Water Reclamation District.

An Ordinance Annexing to the Village of Lemont Approximately 13.6 Acres.

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION  
AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT  
(Bow Tie Parcel - 13.6 Acres)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 8<sup>th</sup> DAY OF DECEMBER, 2014**

**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 8th day of  
December, 2014.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT (Bow Tie Parcel - 13.6 Acres)**

**WHEREAS**, the Village of Lemont desires to enter into an Annexation Agreement with the Metropolitan Water Reclamation District (“MWRD”) for the subject property described on Exhibit A attached hereto.

**WHEREAS**, MWRD is the legal owner of record of the territory which is the subject of said Annexation Agreement, is ready, willing and able to enter into said Annexation Agreement and to perform the obligations as required hereunder; and

**WHEREAS**, the statutory procedures provided for in the Illinois Municipal Code for the execution of said Annexation Agreement have been fully complied with;

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

**Section 1.** That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as Annexation Agreement, a copy of which is attached hereto as Exhibit B and made a part hereof.

**Section 2.** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 8th day of December, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

**BRIAN K. REAVES**  
**President**

**ATTEST:**

---

**CHARLENE M. SMOLLEN**  
**Village Clerk**

**Exhibit A**

**Subject Property**

Legal Description:

THAT PORTION OF THE EAST ½ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, AND THE NORTHWESTERLY RESERVE LINE OF THE ILLINOIS AND MICHIGAN CANAL AND IS INCLUDED BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID MAIN CHANNEL, ONE AT THE INTERSECTION OF SAID CHANNEL LINE WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15 AND THE OTHER AT A POINT 500 FEET SOUTHWESTERLY FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 15; CONTAINING FOURTEEN AND ONE-HALF ACRES; MORE OR LESS, SITUATED IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS.

PIN: 10-15-400-001-0001

**Exhibit B**

**Annexation Agreement**

**P.I.N. Pt. 10-15-400-001-0000**  
**(PIN attached as Exhibit A)**

**Return to:**  
**Village Clerk**  
**Village of Lemont, IL 60439**

**(for recorder's use only)**

**ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** is entered into as of this 10th day of November, 2014, between the VILLAGE OF LEMONT, an Illinois non-home rule municipality operating under the President-Trustee form of government (hereinafter the "VILLAGE"), with its principal office at 418 Main Street, Lemont, Illinois, and the Metropolitan Water Reclamation District of Greater Chicago (hereinafter the "OWNER"), with its principal office at 100 East Erie Street, Chicago, Illinois 60611.

**RECITALS**

**WHEREAS**, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.* (2010); and

**WHEREAS**, the OWNER, to the best of its knowledge, is the owner of record of all of the real property legally described and depicted in Exhibit C, attached hereto and incorporated herein by reference, which property includes approximately 13.6 acres which is currently contiguous to the VILLAGE and not within the corporate limits of any other municipality (hereinafter the "SUBJECT PROPERTY"); and

**WHEREAS**, the SUBJECT PROPERTY consists of approximately 13.6 acres, is presently situated in the unincorporated area of Downers Grove Township, DuPage County, Illinois and is not within the corporate limits of any incorporated municipality; and

**WHEREAS**, the OWNER has filed a Petition for Annexation with the Lemont Village Clerk for the SUBJECT PROPERTY which is that part of the territory described and depicted in Exhibit B which is presently situated in the unincorporated area of Downers Grove Township, DuPage County, Illinois, and is not within the corporate limits of any incorporated municipality; and

**WHEREAS**, the Plat of Annexation attached hereto and incorporated herein by reference as Exhibit C, is a true and accurate representation of the SUBJECT PROPERTY to be annexed to the VILLAGE pursuant to the provisions of this Agreement; and

**WHEREAS**, the SUBJECT PROPERTY has not been annexed to any other municipality; and

**WHEREAS**, the VILLAGE is desirous of annexing the SUBJECT PROPERTY to the VILLAGE pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS**, the VILLAGE, and the OWNER (collectively referred to as "Parties") find that the annexation of the SUBJECT PROPERTY in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the VILLAGE and its residents and will promote the VILLAGE's sound planning and development and will otherwise enhance and promote the general welfare of the VILLAGE's residents; and

**WHEREAS**, all public hearings, as required by law have been held by the Corporate Authorities of the VILLAGE upon all matters covered by this Annexation Agreement, including, but not limited to a public hearing before the Corporate Authorities concerning this Annexation Agreement and its effect upon the VILLAGE pursuant to the ordinances, resolutions, codes, rules, regulations, guidelines and procedures of the VILLAGE; and

**WHEREAS**, the VILLAGE acknowledges that all notices, publications, and all other matters attendant to such Petition for Annexation have been given, held or performed as required by statute or the VILLAGE's ordinances, regulations, and procedures; and

**WHEREAS**, in reliance upon the continued effectiveness of the VILLAGE's existing ordinances, codes and regulations for the period specified in this Agreement, as may be amended pursuant to the terms hereof, the VILLAGE is willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertaking provided herein; and

**WHEREAS**, the parties acknowledge that the OWNER is not undertaking any obligations, financial or otherwise, by entering into this Agreement, that the OWNER is entering into this Agreement at the request of the VILLAGE, and that any obligations, liabilities or costs associated with the Agreement shall be born solely by the VILLAGE.

**WHEREAS**, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the VILLAGE then holding office, an Ordinance has heretofore been adopted authorizing the execution of this Annexation Agreement on \_\_\_\_\_, 2014, a copy of which is attached as Exhibit D; and

**WHEREAS**, on September 4, 2014, the OWNER's Board of Commissioners issued Orders authorizing the OWNER to enter into this Agreement, a copy of said Order is attached as Exhibit E.

**NOW THEREFORE**, in consideration of the representations and the mutual promises contained herein, the parties agree that:

**1. RECITALS.**

1.1. The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Section 1.1 by reference.

**2. ANNEXATION.**

2.1. Subject to the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 (2010), as amended, the Parties respectively agree to do all things necessary or appropriate to cause the SUBJECT PROPERTY to be duly and validly annexed to the VILLAGE, including adoption of an ordinance by the VILLAGE annexing the SUBJECT PROPERTY pursuant to this Agreement.

**3. OWNER'S CORPORATE PROJECTS**

3.1 The VILLAGE'S zoning, ordinances, or regulations shall not apply to OWNER'S use of the PROPERTY to carry out any of its corporate functions, if ever needed for such purposes. This provision shall survive expiration of the Agreement, but shall terminate at the time the OWNER sells or transfers its ownership rights in the SUBJECT PROPERTY.

**4. DEFECTS IN ANNEXATION**

4.1. In the event that the annexation of the SUBJECT PROPERTY is in any way deemed to be defective, the Parties agree that they will do all things legally necessary and appropriate in an attempt to cure any and all defects to cause the SUBJECT PROPERTY to be validly annexed to the VILLAGE, and any other applicable laws and in compliance with this Agreement. This Agreement shall be null and void if the SUBJECT PROPERTY is not legally and validly annexed to the VILLAGE.

**5. FUTURE COOPERATION.**

5.1. The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the VILLAGE, the calling of

special meetings, the holding of additional public hearings and the adoption of such ordinances as may be necessary) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement.

**6. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER**

6.1 The parties agree that the OWNER is not undertaking any obligations, financial or otherwise, by entering into this Agreement, that the OWNER is entering into this Agreement at the request of VILLAGE, and that any obligations, liabilities or costs associated with the Agreement shall be born by the VILLAGE.

6.2 The VILLAGE shall cause the SUBJECT PROPERTY to be annexed to the VILLAGE by recording a legally sufficient plat of annexation and annexation petition with all required signatures and information thereon concurrently with the execution of this Agreement, and in accordance with the Illinois Compiled Statutes.

6.3 If the OWNER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER shall be released from such obligations except as provided herein.

6.4 Any costs, fees, and expenses relative to any necessary approvals relating to this annexation shall be paid by the VILLAGE. OWNER shall not be responsible for payment of any levies, utilities or other taxes or fees imposed by the VILLAGE on the SUBJECT PROPERTY as a result of this annexation.

**7. FIRE, POLICE AND AMBULANCE PROTECTION SERVICES.**

7.1 The VILLAGE shall provide police protection services for the SUBJECT PROPERTY. The OWNER shall not be responsible for payment for any fee associated with standard police protection services. This provision shall survive the expiration of this Agreement, but shall terminate at the time the OWNER sells or transfers its ownership rights in the SUBJECT PROPERTY.

7.2 In no event shall the VILLAGE record a lien against the fee simple interest of the SUBJECT PROPERTY for amounts due and owing the VILLAGE by any occupant of the PROPERTY or a portion of the PROPERTY. This provision shall not apply should the OWNER sell or transfer its ownership rights in the SUBJECT PROPERTY.

**8. BINDING EFFECT AND TERM.**

8.1 This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of

the effective date of this Agreement, unless other provisions of this Agreement specifically apply a different term. To the extent permitted, in the event the annexation of subject tracts under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.

8.2. Nothing in this Agreement shall in any way prevent the alienation, encumbrance, or sale of the SUBJECT PROPERTY or any portion of it, and the new owner or owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement.

8.3. Time is of the essence of this Agreement.

**9. RECORDING OF AGREEMENT.**

9.1. Within thirty (30) days after its execution, this Agreement shall be recorded at the sole cost and expense of the VILLAGE in the Office of the Recorder of Deeds of DuPage County, Illinois.

**10. COVENANT RUNNING WITH THE LAND.**

10.1. The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all grantees, mortgagees, lessees, assigns and successors in interest of the OWNER as to all or any part of the tracts, and are further expressly made binding upon said VILLAGE and the duly elected or appointed successors in office of its Corporate Authorities.

**11. ENFORCEMENT OF AGREEMENT.**

11.1 Either party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available.

**12. SEVERABILITY.**

12.1. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement, which can be given effect even without the invalid provision. In the event any provision of this Agreement or any part of a provision shall be deemed invalid, the invalidity of that provision or part shall not affect the validity of any other provision.

12.2. The invalidity of any provision of this Agreement shall not affect any zoning classification for the SUBJECT PROPERTY which has been approved by the VILLAGE pursuant to the provisions of the VILLAGE's ordinances and regulations.

Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

**13. EFFECT OF THIS AGREEMENT; CONFLICT.**

13.1. If any relevant existing VILLAGE resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

13.2. This Agreement shall not impose any obligation, restraint, or burden (hereinafter called collectively "obligation") on the OWNER, his/her (their) successors or assigns, which obligation extends beyond the termination date of this Agreement, but shall terminate at the time the OWNER sells or transfers its ownership rights in the SUBJECT PROPERTY.

13.3. All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all VILLAGE ordinances, codes and regulations that are in conflict with the Agreement as they may apply to the SUBJECT PROPERTY. However, where this Agreement is silent, the VILLAGE's ordinances shall apply and control.

**14. NO DISCONNECTION, DEANNEXATION OR ANNEXATION TO ANOTHER MUNICIPALITY.**

14.1. For a period of twenty (20) years from the date the SUBJECT PROPERTY is annexed to the VILLAGE, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the VILLAGE, unless the VILLAGE is in breach of this Agreement and has failed to cure said breach, then the OWNER shall the right, but not the obligation, to deannex or disconnect.

14.2. For a period of twenty (20) years from the effective date of this Agreement, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the annexation of the SUBJECT PROPERTY to any other municipality.

**15. AMENDMENTS AND MODIFICATIONS.**

15.1. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

**16. NOTICES.**

16.1. All notices or other communications required or permitted hereunder shall be in writing, and shall be: (i) personally delivered; (ii) sent by facsimile telecommunications (followed by next day overnight delivery service); (iii) sent by overnight air express service; or (iv) sent by registered or certified mail, postage prepaid, return receipt requested. The foregoing notwithstanding, notice by electronic mail (email) to the attorney for a Party shall be sufficient notice under this Agreement; provided that a copy of such electronic mail follows by first class mail. All notices must be addressed to the Parties hereto at their respective addresses set forth below:

**VILLAGE:**

Village President or Village Administrator  
Village of Lemont  
Village Hall  
418 Main St.  
Lemont, IL 60439  
(630) 257-1590

Village Attorney  
Tressler LLP  
c/o Jeffrey Stein  
233 S. Wacker Dr  
Chicago, IL 60606  
(312) 627-4022

**OWNER:**

MWRDG  
100 East Erie Street  
Chicago, Illinois 60611  
Fax: (312) 751-7926  
Attn.: Executive Director

With a copy to:

MWRDG  
100 East Erie Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60611  
Fax: (312) 751-6598  
Email: [ronald.hill@mwrld.org](mailto:ronald.hill@mwrld.org)  
Attn.: General Counsel

17.2. Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the date of mailing.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on a business day during business hours (9:00 a.m. to 4:00 p.m. Chicago time). In the event facsimile notice is

transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**18. COUNTERPARTS; FACSIMILE.**

18.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18.2. A facsimile copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

**19. NON-WAIVER.**

19.1. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance.

19.2. No failure or delay by a Party to exercise any right it may have by reason of the default of any other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

**20. GOVERNING LAW AND VENUE.**

20.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court of DuPage County, Illinois.

**21. FORCE MAJEURE.**

21.1. Whenever a period of time is provided for in this Agreement for either the VILLAGE, or OWNER to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of nature.

21.2. Any time period shall be extended for only the actual amount of time said Party is so delayed pursuant to Section 21.1 above.

**22. ENFORCEABILITY.**

22.1. This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

**23. NO PERSONAL LIABILITY OF CORPORATE AUTHORITIES.**

23.1. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the VILLAGE and the corporate authorities of the OWNER are entering into this Annexation Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

**24. CUMULATIVE REMEDIES.**

24.1. The Parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

**25. EFFECTIVE DATE.**

25.1. The effective date of this Agreement shall be the date that the Village Clerk for the VILLAGE attests the signature of the Village President as set forth below.

**26. BINDING AUTHORITY.**

26.1. The individuals executing this Agreement on behalf of the OWNER, and the VILLAGE represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**27. OWNER'S FUTURE CORPORATE PROJECTS**

27.1 VILLAGE agrees that in the event the OWNER undertakes any construction projects or any other projects or activities in furtherance of its corporate duties and obligations on any land legally described and depicted in Exhibit A or otherwise located within the VILLAGE limits, that the VILLAGE shall not place any limitations on such projects, nor shall any permit fees, construction fees, or any other fees imposed under any VILLAGE ordinance be assessed against OWNER or its contractors for such projects. This provision shall survive the expiration of this Agreement and shall not be limited to a twenty (20) year term.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE  
PAGE FOLLOWS]**



**EXHIBIT A**

**PIN Pt. 10-15-400-001-0000**

**EXHIBIT B**

**PETITION FOR ANNEXATION**

**PETITION FOR ANNEXATION  
TO THE VILLAGE OF LEMONT,  
DUPAGE COUNTY, ILLINOIS**

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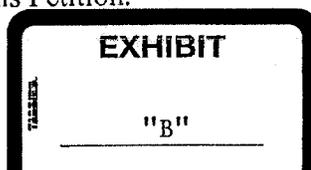
To: The Village President and Board of Trustees  
Village of Lemont, DuPage County, Illinois  
c/o Ms. Charlene Smollen  
Village Clerk  
Lemont, Village Hall  
418 Main St.  
Lemont, IL 60439

Upon the request of the Village of Lemont, the undersigned petitioner, (hereinafter, "*Petitioner*"), to the best of its knowledge, is the owner(s) of all of the property described and depicted in Exhibit A attached hereto, and respectfully petitions the Village of Lemont ("*Village*") to cause the real property described herein to be annexed pursuant to this Petition. Petitioner, to the best of its knowledge on oath states, as follows:

1. The subject property of this Petition are tracts of real estate in unincorporated DuPage County, Illinois identified by various permanent index numbers and square footage and legally described (the "*Property*") in Exhibit A, a copy of which is attached hereto and made a part hereof.
2. The Petitioner to the best of its knowledge is the owner of record of the Property and is authorized to execute this Petition.
3. No part of the Property is within the corporate limits of any municipality.
4. The Property is contiguous to the Village of Lemont.
5. There are no electors residing in the Property.
6. The Property consists of approximately 13.6 acres.
7. This Petition shall be in full force and effect from and after the date hereof and until the Property is annexed to the Village in agreement with the appropriate statutes.

PETITIONER HEREBY REQUESTS:

- A. That the Property be annexed to the Village by an ordinance duly adopted by the President and Board of Trustees of the Village pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-8, et seq., (the "*Act*") as from time to time supplemented and amended.
- B. That such further action be taken by the Village as may be necessary or appropriate to effect this Petition.

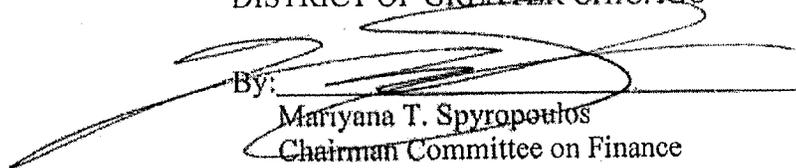


- C. The annexation of the Property herein petitioned shall be subject to the approval and execution of a mutually satisfactory annexation agreement with the corporate authorities of the Village.

Respectfully submitted this 4th day of September, 2014.

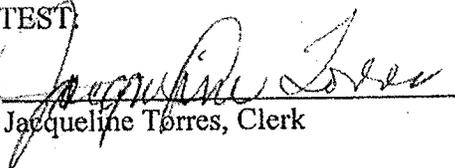
PETITIONER

METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO

By: 

Mariyana T. Spyropoulos  
Chairman Committee on Finance

ATTEST:

By: 

Jacqueline Torres, Clerk

Exhibit A  
Plat of Annexation

P.I.N. PT. 10-15-400-001

# PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT OF

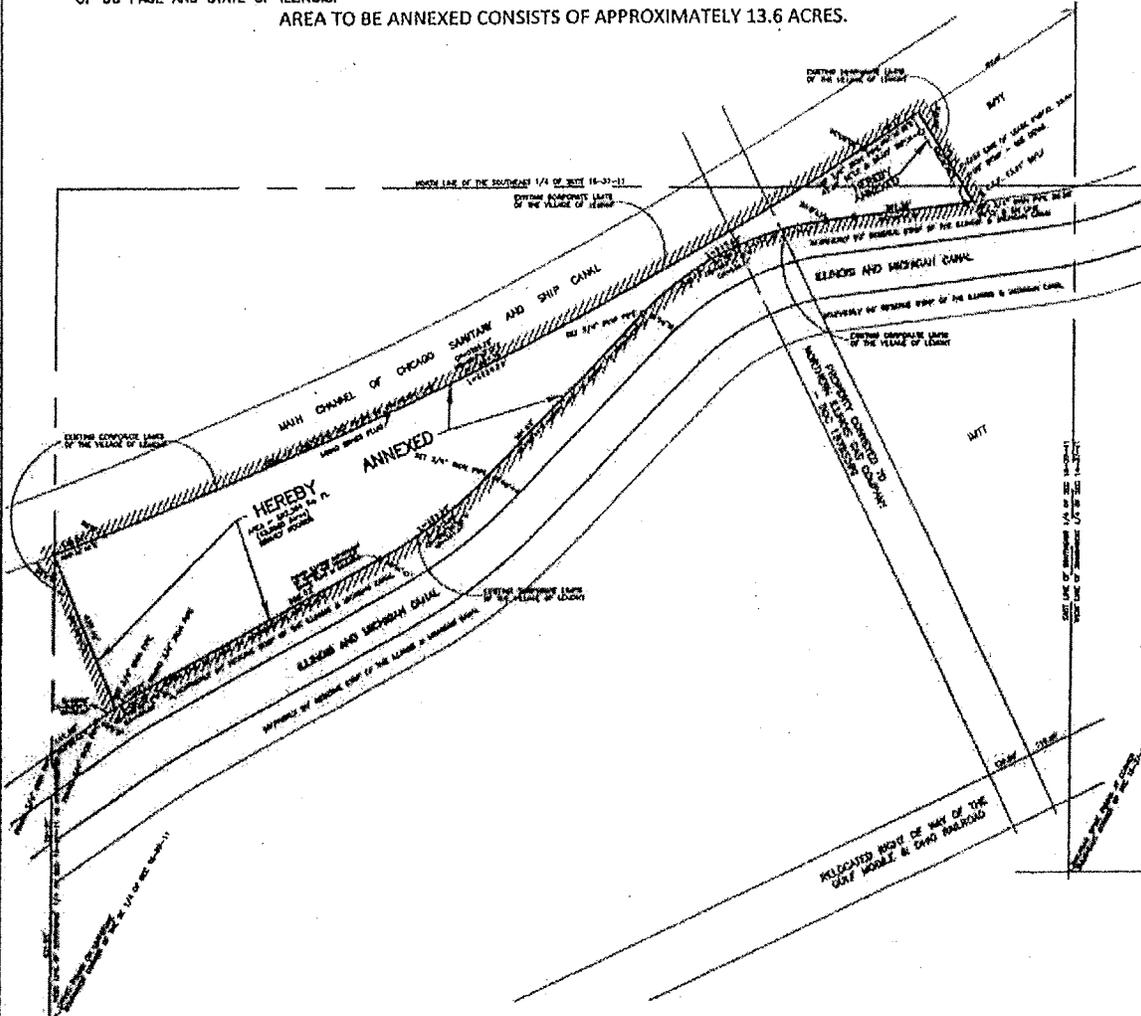


SCALE: 1" = 300'

LEASE PARCEL 25.01

THAT PORTION OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, AND THE NORTHWESTERLY RESERVE LINE OF THE ILLINOIS AND MICHIGAN CANAL AND IS INCLUDED BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID MAIN CHANNEL, ONE AT THE INTERSECTION OF SAID CHANNEL LINE WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15 AND THE OTHER AT A POINT 500 FEET SOUTHWESTERLY FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 15; CONTAINING FOURTEEN AND ONE-HALF ACRES; MORE OR LESS, SITUATED IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS.

AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 13.6 ACRES.



AFTER RECORDING PLEASE RETURN TO:  
THE VILLAGE OF LEMONT  
418 MAIN STREET  
LEMONT, ILLINOIS 60439

STATE OF ILLINOIS )  
COUNTY OF COOK )

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

\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2014.

BY: \_\_\_\_\_  
PRESIDENT

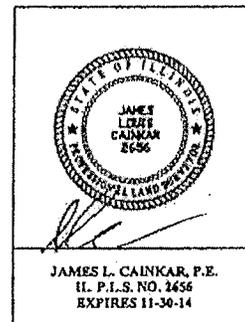
ATTEST: \_\_\_\_\_  
CLERK

STATE OF ILLINOIS ) S.S  
COUNTY OF COOK )

I, JAMES L. CAINKAR, AN ILLINOIS PROFESSIONAL LAND  
SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS  
HEREON DRAWN IS A CORRECT REPRESENTATION OF THE  
PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

DATED AT WILLOWSBROOK, ILLINOIS, THIS 12th DAY OF  
JULY A.D., 2014.

*[Signature]*  
JAMES L. CAINKAR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
No. 2864  
EXPIRES 11-30-14



DATE: 7/17/14 PROJECT NO. 14621

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK        )

I, LIANE TALKINGTON Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of September, A.D. 2014.

LIANE TALKINGTON  
Notary Public

My Commission expires:  
6/24/2018



APPROVED AS TO FORM AND LEGALITY:

*Susan Maack*

Head Assistant Attorney

*Donald M. Hill*

General Counsel

APPROVED:

*DL SP*

Executive Director

RECEIVED:

Fee N/A

Insurance N/A

Bond N/A

**EXHIBIT C**  
**PLAT OF ANNEXATION**

# PLAT OF ANNEXATION

TO  
THE VILLAGE OF LEMONT  
OF

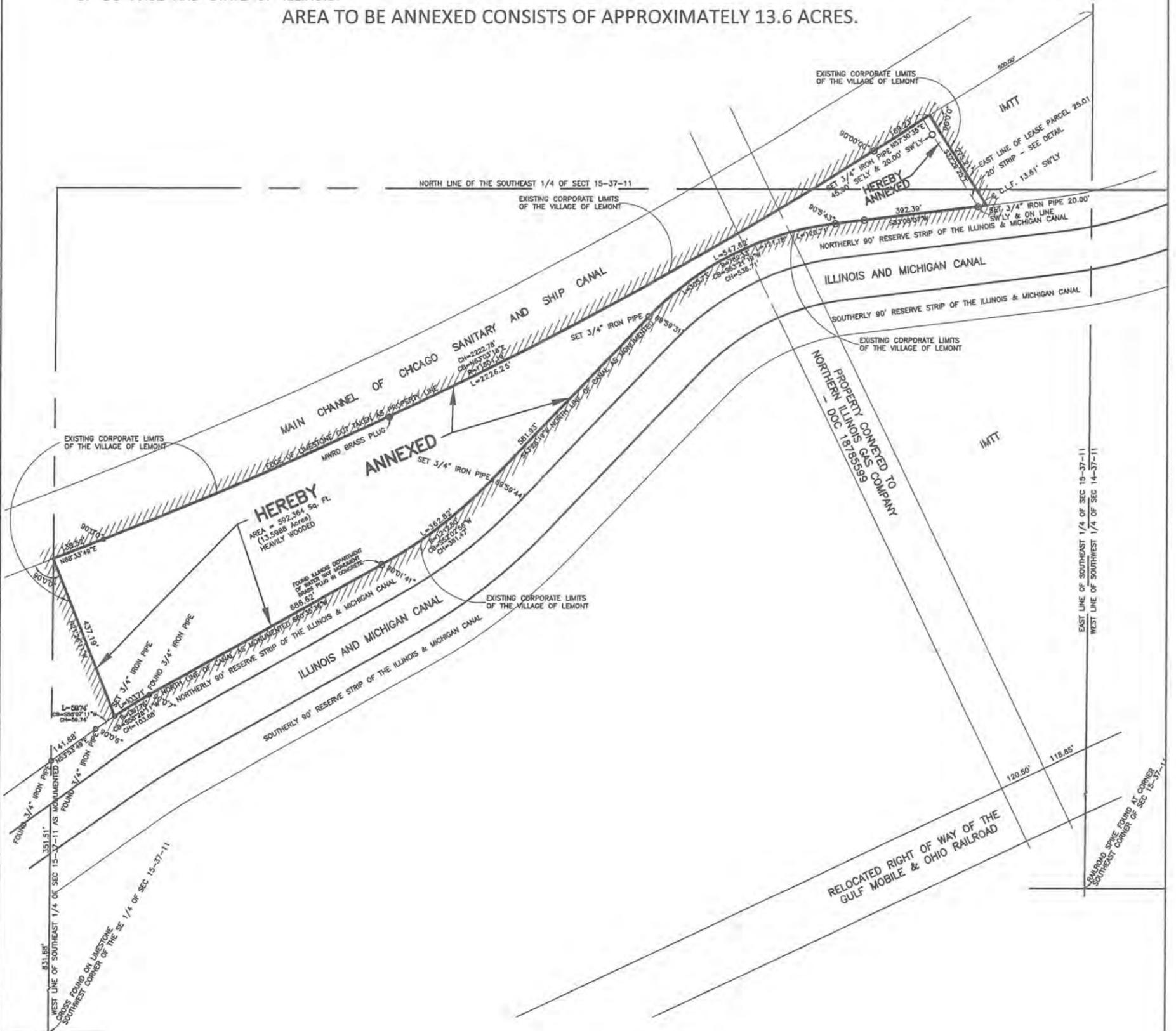
LEASE PARCEL 25.01

SCALE: 1" = 300'



THAT PORTION OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, AND THE NORTHWESTERLY RESERVE LINE OF THE ILLINOIS AND MICHIGAN CANAL AND IS INCLUDED BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID MAIN CHANNEL, ONE AT THE INTERSECTION OF SAID CHANNEL LINE WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15 AND THE OTHER AT A POINT 500 FEET SOUTHWESTERLY FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 15; CONTAINING FOURTEEN AND ONE-HALF ACRES; MORE OR LESS, SITUATED IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS.

AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 13.6 ACRES.



AFTER RECORDING PLEASE RETURN TO:  
THE VILLAGE OF LEMONT  
418 MAIN STREET  
LEMONT, ILLINOIS 60439

STATE OF ILLINOIS )  
COUNTY OF COOK )

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COOK, DuPAGE, AND WILL  
COUNTIES, ILLINOIS AT A MEETING HELD ON THIS

\_\_\_ DAY OF \_\_\_ A.D., 2014.

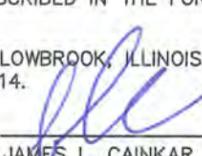
BY: \_\_\_\_\_  
PRESIDENT

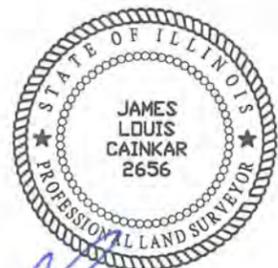
ATTEST: \_\_\_\_\_  
CLERK

STATE OF ILLINOIS ) S.S  
COUNTY OF COOK )

I, JAMES L. CAINKAR, AN ILLINOIS PROFESSIONAL LAND  
SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS  
HEREON DRAWN IS A CORRECT REPRESENTATION OF THE  
PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

DATED AT WILLOWBROOK, ILLINOIS, THIS 17th DAY OF  
JULY A.D., 2014.

  
JAMES L. CAINKAR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
No. 2656  
EXPIRES 11-30-14



  
JAMES L. CAINKAR, P.E.  
IL. P.L.S. NO. 2656  
EXPIRES 11-30-14

DATE: 7/17/14

PROJECT NO. 14621

**EXHIBIT D**

**VILLAGE OF LEMONT ORDINANCE**

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT  
APPROXIMATELY 13.6 ACRES  
(Bow Tie Parcel - 13.6 Acres)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 8<sup>th</sup> DAY OF DECEMBER, 2014**

**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 8<sup>th</sup> day of  
December, 2014.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT  
APPROXIMATELY 13.6 ACRES  
(Bow Tie Parcel - 13.6 Acres)**

**WHEREAS**, the 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 hereto as Exhibit A; and

**WHEREAS**, the territory (PIN 10-15-400-001-0000) 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**, the territory proposed to be annexed will continue to be serviced by the same Library District and the Lemont Fire Protection District;

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

**Section 2.** That the territory (PIN 10-15-400-001-0000) being accurately described and depicted on the Plat of Annexation attached hereto as Exhibit B is hereby annexed to the Village of Lemont, County of Cook, DuPage and Will, State of Illinois.

**Section 3.** 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 4.** 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 5.** 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, WILL, AND DUPAGE, ILLINOIS, on this 8th day of December, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

**BRIAN K. REAVES**  
**President**

**ATTEST:**

---

**CHARLENE M. SMOLLEN**  
**Village Clerk**

**Exhibit A**

**PETITION FOR ANNEXATION**

**PETITION FOR ANNEXATION  
TO THE VILLAGE OF LEMONT,  
DUPAGE COUNTY, ILLINOIS**

---

To: The Village President and Board of Trustees  
Village of Lemont, DuPage County, Illinois  
c/o Ms. Charlene Smollen  
Village Clerk  
Lemont, Village Hall  
418 Main St.  
Lemont, IL 60439

Upon the request of the Village of Lemont, the undersigned petitioner, (hereinafter, "*Petitioner*"), to the best of its knowledge, is the owner(s) of all of the property described and depicted in Exhibit A attached hereto, and respectfully petitions the Village of Lemont ("*Village*") to cause the real property described herein to be annexed pursuant to this Petition. Petitioner, to the best of its knowledge on oath states, as follows:

1. The subject property of this Petition are tracts of real estate in unincorporated DuPage County, Illinois identified by various permanent index numbers and square footage and legally described (the "*Property*") in Exhibit A, a copy of which is attached hereto and made a part hereof.
2. The Petitioner to the best of its knowledge is the owner of record of the Property and is authorized to execute this Petition.
3. No part of the Property is within the corporate limits of any municipality.
4. The Property is contiguous to the Village of Lemont.
5. There are no electors residing in the Property.
6. The Property consists of approximately 13.6 acres.
7. This Petition shall be in full force and effect from and after the date hereof and until the Property is annexed to the Village in agreement with the appropriate statutes.

PETITIONER HEREBY REQUESTS:

- A. That the Property be annexed to the Village by an ordinance duly adopted by the President and Board of Trustees of the Village pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-8, et seq., (the "*Act*") as from time to time supplemented and amended.
- B. That such further action be taken by the Village as may be necessary or appropriate to effect this Petition.

**EXHIBIT**

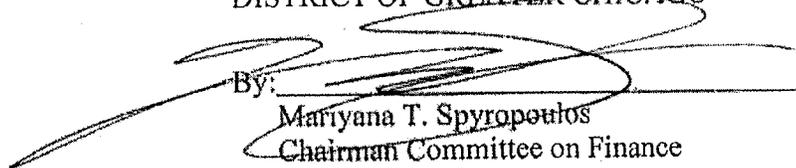
"B"

- C. The annexation of the Property herein petitioned shall be subject to the approval and execution of a mutually satisfactory annexation agreement with the corporate authorities of the Village.

Respectfully submitted this 4th day of September, 2014.

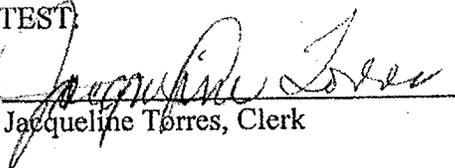
PETITIONER

METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO

By: 

Mariyana T. Spyropoulos  
Chairman Committee on Finance

ATTEST:

By: 

Jacqueline Torres, Clerk

Exhibit A  
Plat of Annexation

P.I.N. PT. 10-15-400-001

# PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT OF

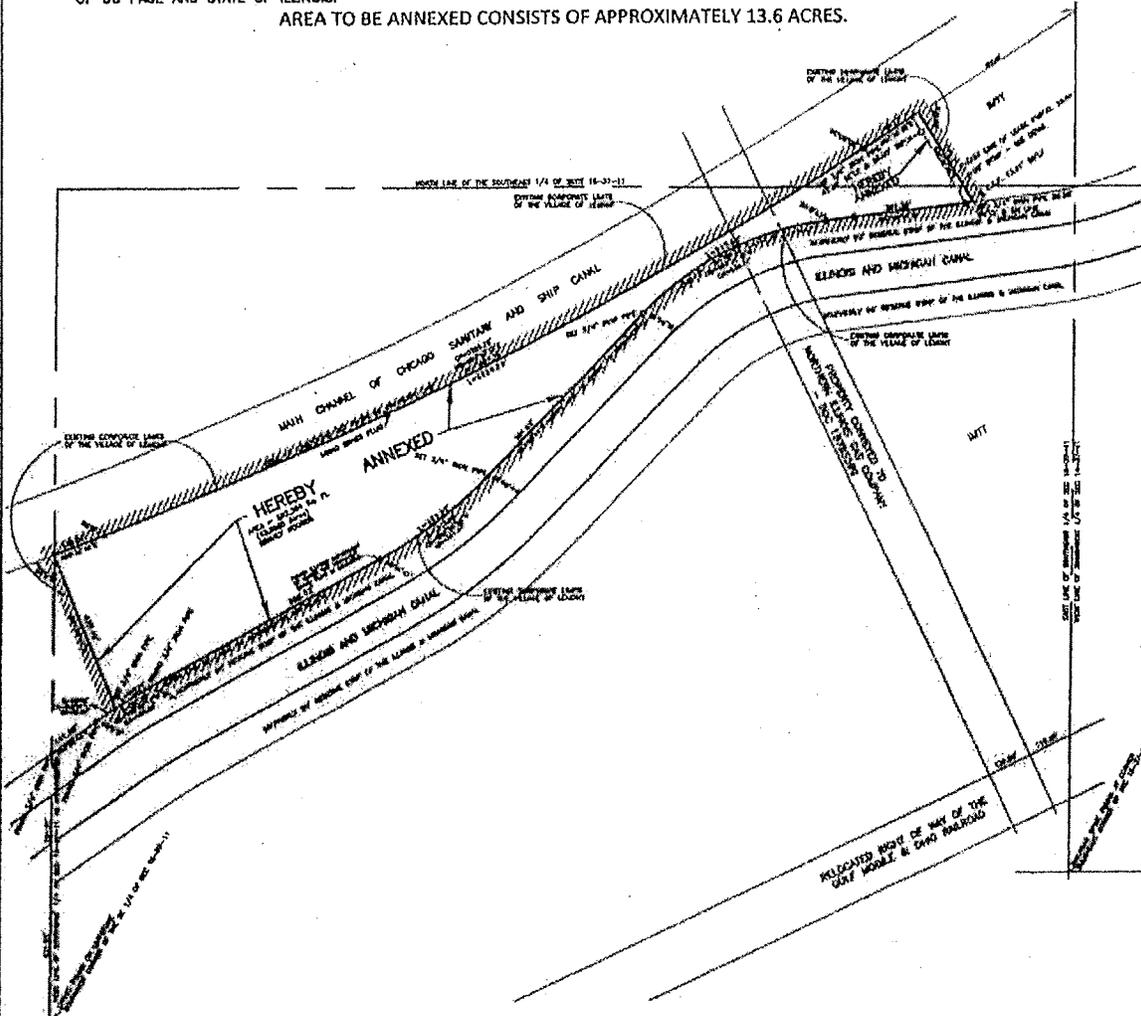


SCALE: 1" = 300'

LEASE PARCEL 25.01

THAT PORTION OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, AND THE NORTHWESTERLY RESERVE LINE OF THE ILLINOIS AND MICHIGAN CANAL AND IS INCLUDED BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID MAIN CHANNEL, ONE AT THE INTERSECTION OF SAID CHANNEL LINE WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15 AND THE OTHER AT A POINT 500 FEET SOUTHWESTERLY FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 15; CONTAINING FOURTEEN AND ONE-HALF ACRES; MORE OR LESS, SITUATED IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS.

AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 13.6 ACRES.



AFTER RECORDING PLEASE RETURN TO:  
THE VILLAGE OF LEMONT  
418 MAIN STREET  
LEMONT, ILLINOIS 60439

STATE OF ILLINOIS )  
COUNTY OF COOK )

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

\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2014.

BY: \_\_\_\_\_  
PRESIDENT

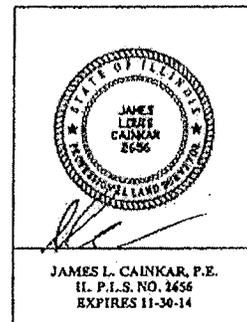
ATTEST: \_\_\_\_\_  
CLERK

STATE OF ILLINOIS ) S.S  
COUNTY OF COOK )

I, JAMES L. CAINKAR, AN ILLINOIS PROFESSIONAL LAND  
SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS  
HEREON DRAWN IS A CORRECT REPRESENTATION OF THE  
PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

DATED AT WILLOWSBROOK, ILLINOIS, THIS 12th DAY OF  
JULY A.D., 2014.

*[Signature]*  
JAMES L. CAINKAR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
No. 2884  
EXPIRES 11-30-14



DATE: 7/17/14

PROJECT NO. 14621

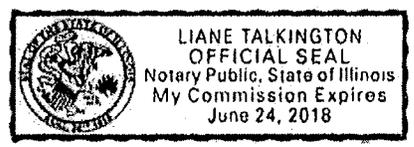
STATE OF ILLINOIS       )  
  ) SS.  
COUNTY OF COOK        )

I, Liane Talkington Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of September, A.D. 2014.

Liane Talkington  
Notary Public

My Commission expires:  
6/24/2018



APPROVED AS TO FORM AND LEGALITY:

*Susan Maack*

Head Assistant Attorney

*Donald M. Hill*

General Counsel

APPROVED:

*DL SP*

Executive Director

RECEIVED:

Fee N/A

Insurance N/A

Bond N/A

**Exhibit B**

**PLAT OF ANNEXATION**

# PLAT OF ANNEXATION

TO  
THE VILLAGE OF LEMONT  
OF

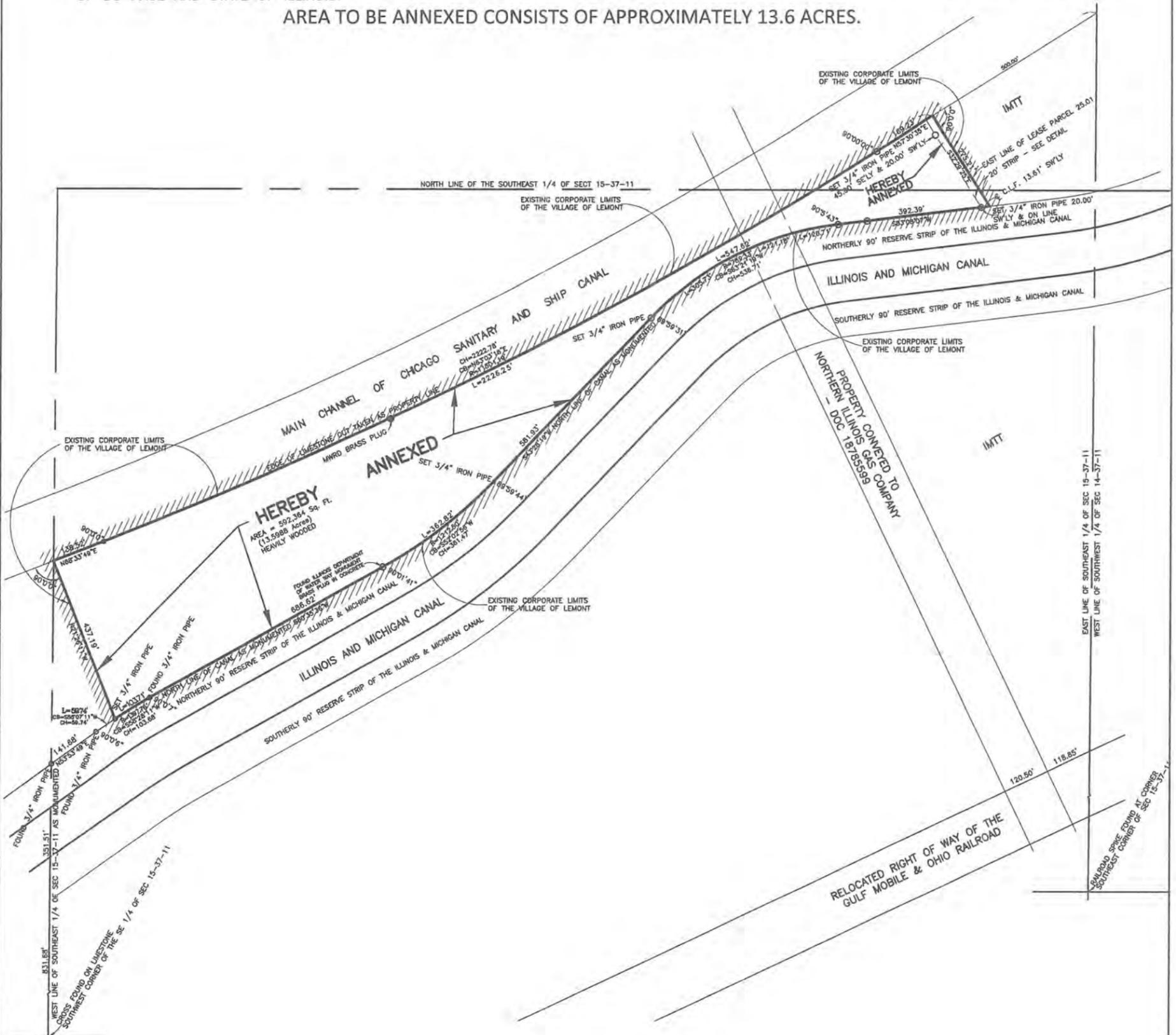
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COUNTY OF COOK )

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\_\_\_ DAY OF \_\_\_ A.D., 2014.

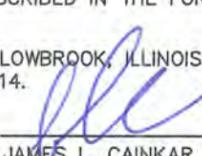
BY: \_\_\_\_\_  
PRESIDENT

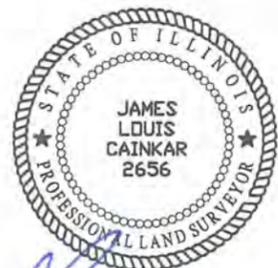
ATTEST: \_\_\_\_\_  
CLERK

STATE OF ILLINOIS ) S.S  
COUNTY OF COOK )

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SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS  
HEREON DRAWN IS A CORRECT REPRESENTATION OF THE  
PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

DATED AT WILLOWBROOK, ILLINOIS, THIS 17th DAY OF  
JULY A.D., 2014.

  
JAMES L. CAINKAR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
No. 2656  
EXPIRES 11-30-14



  
JAMES L. CAINKAR, P.E.  
IL. P.L.S. NO. 2656  
EXPIRES 11-30-14

DATE: 7/17/14

PROJECT NO. 14621

**EXHIBIT E**

**ORDER OF METROPOLITAN WATER RECLAMATION DISTRICT OF  
GREATER CHICAGO**



**Metropolitan Water Reclamation  
District of Greater Chicago  
Certified Copy**

100 East Erie Street  
Chicago, IL 60611

Agenda Item: 14-0924

---

**File Number: 14-0924**

Authority to execute petition for annexation and enter into annexation agreement with the Village of Lemont for the annexation of approximately 13.6 acres of District land into the Village of Lemont

Dear Sir:

The Village of Lemont ("Lemont") has requested the District's cooperation and consent in having an approximately 13.6 acre unincorporated area of District real estate annexed into Lemont's corporate boundaries. The area of land is located between the Main Channel and the Illinois & Michigan Canal and is part of Lemont's leasehold on Main Channel Parcel 25.01 used for open space and recreation.

With the site located within a municipality, services such as fire protection, police and ambulance will come from a single source. Any annexation agreement entered into will require that Lemont bear responsibility for all costs and expenses associated with the annexation process and that the District will not bear any new monetary or other liability associated with the entering into or implementation of the annexation agreement.

The District's technical departments have reviewed this request and have no objections to the annexation.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the District to execute a petition for annexation and enter into an annexation agreement with the Village of Lemont for the annexation of approximately 13.6 acres of District land into the Village of Lemont.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute the Petition for Annexation, the Annexation Agreement and any other related documents after they are approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:SM:vp  
Recommended, David St. Pierre, Executive Director  
Respectfully submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate  
Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for September 4, 2014

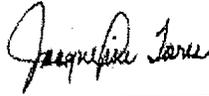
Attachment

I, Jacqueline Torres, Clerk of the Metropolitan Water Reclamation District of Greater Chicago, and keeper of its official records and seal DO HEREBY CERTIFY that the attached File Number 14-0924, was duly presented and passed at the Regular Board Meeting held on 09/04/2014.

I HEREBY CERTIFY that said File Number remains in full force and effect and has not been rescinded, modified or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Metropolitan Water Reclamation District of Greater Chicago.

Attest:



\_\_\_\_\_  
Jacqueline Torres

September 15, 2014

\_\_\_\_\_  
Date Certified

**APPROVED AS TO FORM AND LEGALITY:**

*Suzanne Morakof*

Head Assistant Attorney

*Donald M. Hill*

General Counsel

**APPROVED:**

*D. J. S. R.*

Executive Director

**RECEIVED:**

Fee *USA*

Insurance

Bond

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT  
APPROXIMATELY 13.6 ACRES  
(Bow Tie Parcel - 13.6 Acres)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 8<sup>th</sup> DAY OF DECEMBER, 2014**

**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 8<sup>th</sup> day of  
December, 2014.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT  
APPROXIMATELY 13.6 ACRES  
(Bow Tie Parcel - 13.6 Acres)**

**WHEREAS**, the 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 hereto as Exhibit A; and

**WHEREAS**, the territory (PIN 10-15-400-001-0000) 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**, the territory proposed to be annexed will continue to be serviced by the same Library District and the Lemont Fire Protection District;

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

**Section 2.** That the territory (PIN 10-15-400-001-0000) being accurately described and depicted on the Plat of Annexation attached hereto as Exhibit B is hereby annexed to the Village of Lemont, County of Cook, DuPage and Will, State of Illinois.

**Section 3.** 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 4.** 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 5.** 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, WILL, AND DUPAGE, ILLINOIS, on this 8th day of December, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

---

**BRIAN K. REAVES**  
**President**

**ATTEST:**

---

**CHARLENE M. SMOLLEN**  
**Village Clerk**

**Exhibit A**

**PETITION FOR ANNEXATION**

**PETITION FOR ANNEXATION  
TO THE VILLAGE OF LEMONT,  
DUPAGE COUNTY, ILLINOIS**

---

To: The Village President and Board of Trustees  
Village of Lemont, DuPage County, Illinois  
c/o Ms. Charlene Smollen  
Village Clerk  
Lemont, Village Hall  
418 Main St.  
Lemont, IL 60439

Upon the request of the Village of Lemont, the undersigned petitioner, (hereinafter, "*Petitioner*"), to the best of its knowledge, is the owner(s) of all of the property described and depicted in Exhibit A attached hereto, and respectfully petitions the Village of Lemont ("*Village*") to cause the real property described herein to be annexed pursuant to this Petition. Petitioner, to the best of its knowledge on oath states, as follows:

1. The subject property of this Petition are tracts of real estate in unincorporated DuPage County, Illinois identified by various permanent index numbers and square footage and legally described (the "*Property*") in Exhibit A, a copy of which is attached hereto and made a part hereof.
2. The Petitioner to the best of its knowledge is the owner of record of the Property and is authorized to execute this Petition.
3. No part of the Property is within the corporate limits of any municipality.
4. The Property is contiguous to the Village of Lemont.
5. There are no electors residing in the Property.
6. The Property consists of approximately 13.6 acres.
7. This Petition shall be in full force and effect from and after the date hereof and until the Property is annexed to the Village in agreement with the appropriate statutes.

PETITIONER HEREBY REQUESTS:

- A. That the Property be annexed to the Village by an ordinance duly adopted by the President and Board of Trustees of the Village pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-8, et seq., (the "*Act*") as from time to time supplemented and amended.
- B. That such further action be taken by the Village as may be necessary or appropriate to effect this Petition.

**EXHIBIT**

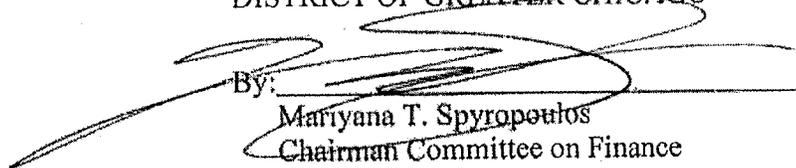
"B"

- C. The annexation of the Property herein petitioned shall be subject to the approval and execution of a mutually satisfactory annexation agreement with the corporate authorities of the Village.

Respectfully submitted this 4th day of September, 2014.

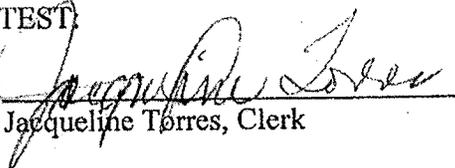
PETITIONER

METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO

By: 

Mariyana T. Spyropoulos  
Chairman Committee on Finance

ATTEST:

By: 

Jacqueline Torres, Clerk

Exhibit A  
Plat of Annexation

P.I.N. PT. 10-15-400-001

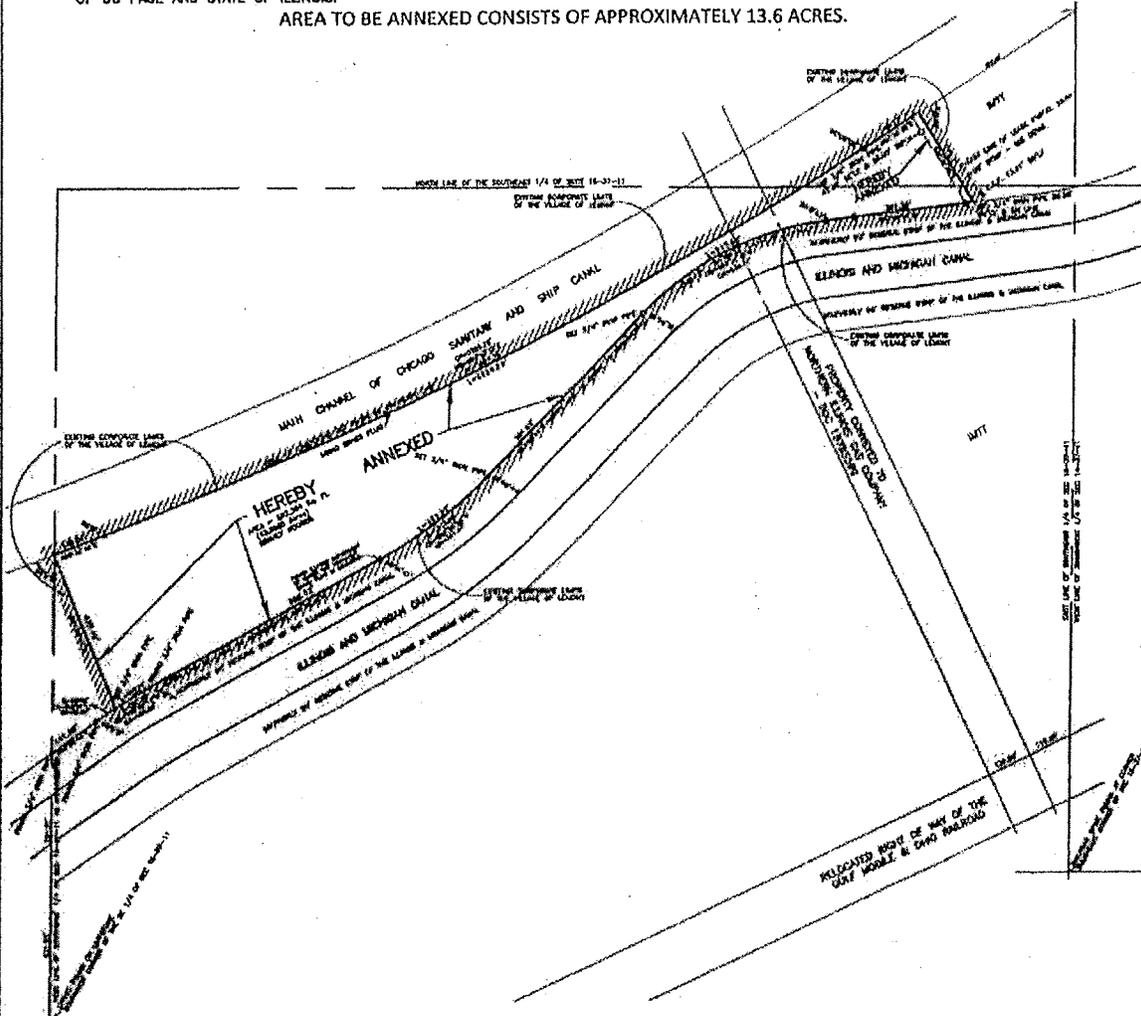
# PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT OF

LEASE PARCEL 25.01

SCALE: 1" = 300'

THAT PORTION OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, AND THE NORTHWESTERLY RESERVE LINE OF THE ILLINOIS AND MICHIGAN CANAL AND IS INCLUDED BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID MAIN CHANNEL, ONE AT THE INTERSECTION OF SAID CHANNEL LINE WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15 AND THE OTHER AT A POINT 500 FEET SOUTHWESTERLY FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 15; CONTAINING FOURTEEN AND ONE-HALF ACRES; MORE OR LESS, SITUATED IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS.

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COUNTY OF COOK )

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BY: \_\_\_\_\_  
PRESIDENT

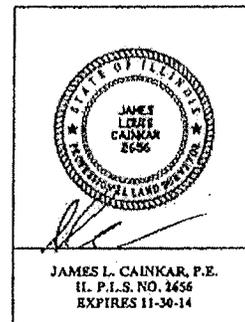
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*[Signature]*  
JAMES L. CAINKAR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
No. 2884  
EXPIRES 11-30-14



DATE: 7/17/14 PROJECT NO. 14621

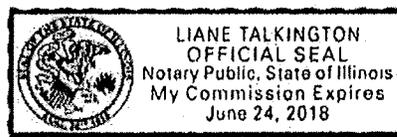
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                                  ) SS.  
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I, LIANE TALKINGTON Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

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Notary Public

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APPROVED AS TO FORM AND LEGALITY:

*Susan Maack*

Head Assistant Attorney

*Donald M. Hill*

General Counsel

APPROVED:

*DL SP*

Executive Director

RECEIVED:

Fee N/A

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Bond N/A

**Exhibit B**

**PLAT OF ANNEXATION**

# PLAT OF ANNEXATION

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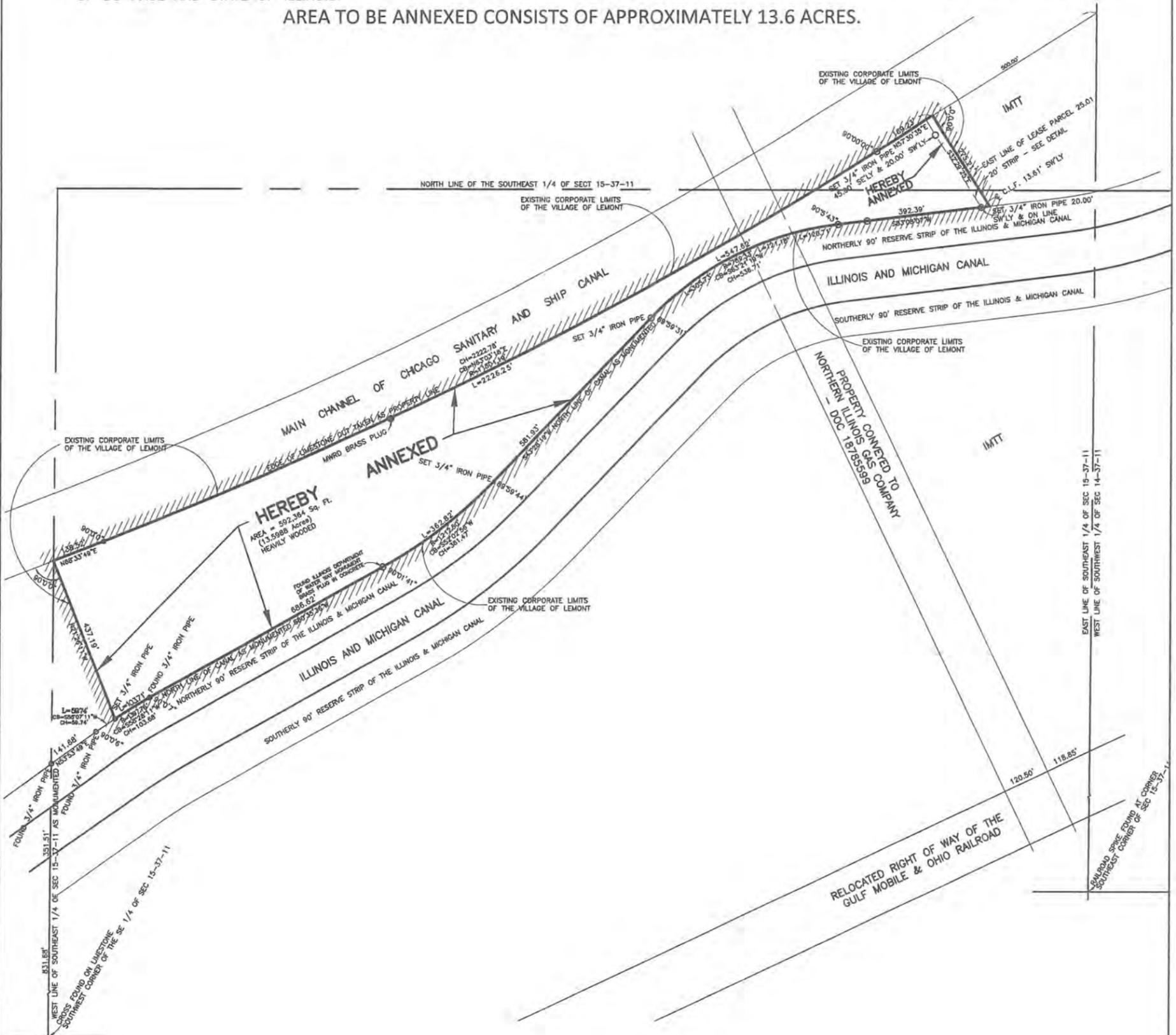
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BY: \_\_\_\_\_  
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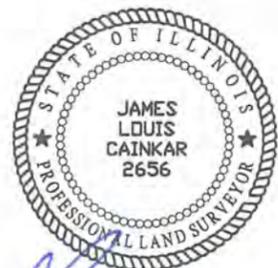
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*[Signature]*  
JAMES L. CAINKAR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
No. 2656  
EXPIRES 11-30-14



JAMES L. CAINKAR, P.E.  
IL. P.L.S. NO. 2656  
EXPIRES 11-30-14

DATE: 7/17/14

PROJECT NO. 14621

## **Village Board**

### **Agenda Memorandum**

---

**To:** Mayor & Village Board

**From:** George Schafer, Village Administrator

**Subject:** **An Ordinance Authorizing the Agreement for Sale and Purchase of Certain Real Property Known as North Canal Bank Road, Great Lakes Quarry**

**Date:** December 4, 2014

#### **BACKGROUND/HISTORY**

The Lemont Heritage Quarry Recreation Area (HQRA) is over 200 acres of open space a half-mile east of downtown Lemont; it is a combination of land owned by the Village and Township along with MWRD owned property leased to the Village, and a small portion privately owned. The HQRA is currently managed by the Heritage Committee in partnership with the Village Public Works Department.

There is a parcel of land/water approximately 6.18 acres in size near North Canal Bank Road (property depicted in attached map) that has been privately held and restricted against public use. During the FY 14-15 Budget process, the Village Board allocated funds to purchase this particular property to ensure it can be utilized for public purposes. The Village has been in negotiation with the property owner for several months on working out a deal on price and terms. To line up with Village financial resources, the Village has come to terms to purchase the property on an installment contract for a period of 15 years. As part of the agreement, the Village may pay the remaining balance due or any part thereof at any time without penalty. Due diligence is currently being conducted on the property, and the sale would not be final until all due diligence is completed.

#### **RECOMENDATION**

Staff recommends the passage of said ordinance

#### **ACTION REQUIRED**

Motion to Approve Ordinance

#### **ATTACHMENTS**

1. An Ordinance Authorizing the Agreement for Sale and Purchase of Certain Real Property Known as Canal Bank Road, Great Lakes Quarry.
2. Contract
3. Location Map

**VILLAGE OF LEMONT  
ORDINANCE NO. O-\_\_-14**

**AN ORDINANCE AUTHORIZING THE AGREEMENT FOR SALE AND PURCHASE  
OF CERTAIN REAL PROPERTY KNOWN AS  
NORTH CANAL BANK ROAD, GREAT LAKES QUARRY**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 8th DAY OF DECEMBER, 2014**

**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 8th day of December, 2014.**

**Ordinance No. O-\_\_-14**

**AN ORDINANCE AUTHORIZING THE AGREEMENT FOR SALE AND PURCHASE  
OF CERTAIN REAL PROPERTY KNOWN AS  
NORTH CANAL BANK ROAD, GREAT LAKES QUARRY**

**WHEREAS**, the Village Board finds that the acquisition of the real property legally described on **Exhibit A** and commonly known as North Canal Bank Road, Great Lakes Quarry (“Property”) is necessary, convenient and in the interest of the Village of Lemont; and

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

**WHEREAS**, pursuant to the provisions of Section 5/11-61-3 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village is authorized to purchase real property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in installments during a period not exceeding 20 years; and

**WHEREAS**, the Agreement for Sale and Purchase (“Agreement”) (attached as **Exhibit B**), complies with the provisions of the Illinois Municipal Code cited above; and

**WHEREAS**, the Village Board finds that the property to be acquired is for public purposes beneficial to the Village;

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

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

**SECTION 2:** The Village Administrator and Village Clerk are hereby authorized to execute the Agreement for the purchase of said Property from the current owner of record.

**SECTION 3:** Upon the execution of said Agreement and the filing of same with the Village Clerk, the Mayor and the Village Administrator are authorized to execute any and all documents and to take all necessary actions to acquire said Property. The Village Attorney, Tressler LLP, Jeffrey M. Stein, William G. Raysa, and any other attorney designated by the Village Attorney are authorized to execute any and all documents which are necessary for the closing of the transaction at or prior to the closing of this transaction.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES**

**OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,  
ILLINOIS, on this 8th day of December, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

LOT 10 IN COUNTY CLERKS DIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE MAP THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 30, 1880, AS DOCUMENT NUMBER 269445 IN BOOK 15 OF PLATS, PAGE 57.

PIN 22-22-100-001-0000

More commonly known as North Canal Bank Road, Great Lakes Quarry

**EXHIBIT B**

**AGREEMENT FOR SALE AND PURCHASE**

## AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (herein "**Agreement**"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (herein "**Effective Date**") and entered into by and between GREAT SOUTHWEST RECREATION, LLC., an Illinois limited liability company, (Great Southwest Recreation, LLC. and, in so far as they may be present on the Property, its employees, agents and independent contractors are collectively herein "**Seller**"), and the VILLAGE OF LEMONT, an Illinois municipal corporation (herein "**Purchaser**"). The Purchaser and the Seller are collectively referred to herein as "**Parties**" and, in consideration of their mutual promises and covenants herein contained, the Parties agree as follows:

### I. RECITALS

A. The Seller desires to sell and the Purchaser desires to acquire the fee title ownership of certain real property commonly known as North Canal Bank Road, Great Lakes Quarry, Lemont, Illinois (herein "**Property**"), legally described in Section II of this Agreement.

B. The Parties acknowledge that the culmination of the transaction contemplated in this Agreement (herein the "**Closing**") shall occur on \_\_\_\_\_, 2014 (herein "**Closing Date**") at a time to be agreed upon by the attorneys for the Parties. The Seller shall vacate the Property thereby relinquishing and surrendering possession of the Property to the Purchaser at the Closing.

### II. PROPERTY TO BE SOLD AND CONVEYED

A. The Seller shall sell and convey to the Purchaser and the Purchaser shall purchase from the Seller, for the purchase price set forth in Section III and upon the terms and conditions herein set forth, the Property which has the following permanent property index number 22-22-100-001-000; and is legally described as:

Lot 10 in County Clerks Division of Section 22, Township 37 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, according to the map thereof recorded in the Recorders Office of Cook County, Illinois, on April 30, 1880, as Document Number 269445 in Book 15 of Plats, Page 57.

B. No personal property is included in the sale of the Property. Prior to tendering possession of the property to Purchaser, Seller shall remove all items of personal property from the Property.

### III. PURCHASE PRICE PURSUANT TO PURCHASE MONEY MORTGAGE

A. The total purchase price (herein "**Purchase Price**") to be paid to the Seller by the Purchaser in installments, pursuant to a purchase money mortgage, for the Property is One Hundred Fifty Thousand and No/100ths United States Dollars (\$150,000.00) less principal and accrued interest on any outstanding mortgages of record and all other liens and encumbrances of

a definite or ascertainable amount. The purchase money mortgage shall be amortized and payable over fifteen (15) years at 4.5% interest for a monthly installment of \$1,147.48. Each monthly installment shall be payable as follows:

1. One-half of the installment in the amount of \$573.74 shall payable to Richard or Linda Lane at 16382 W. Quarry Court, Surprise, Arizona 85374, and

2. One-half of the installment in the amount of \$573.74 shall payable to Edward or Patricia Andrysiak at 98 Rose Court, Lemont, Illinois.

B. Purchaser may pay the remaining balance due or any part thereof at any time without penalty.

#### IV. DUE DILIGENCE: INSPECTION, TITLE AND SURVEY MATTERS

A. During the time between the Effective Date and the date which is thirty (30) days after the Effective Date the Purchaser's duly authorized officers, agents, and independent contractors shall have the right to enter upon the Property and into the buildings thereon to undertake surveys, review of the condition of title, studies, tests and other investigations (herein "**Due Diligence**") as the Purchaser deems necessary including but not limited to: Soils and environmental studies, structural and mechanical studies, and asbestos studies, whether contemplated in this Section or not. This thirty (30) day period, within which the Purchaser shall perform its Due Diligence, shall be extended by the Seller for one (1) additional thirty (30) day period in the event the Purchaser determines in its sole and absolute discretion that additional studies or other investigations are required or desirable. In order to extend this time for such one additional thirty (30) day period pursuant to the immediately preceding sentence, the Purchaser shall deliver a written notification thereof given in the manner set forth in Section XII of this Agreement (herein "**Notice**") to the Seller on or prior to the thirtieth (30<sup>th</sup>) day after the Effective Date. This thirty (30) day or total sixty (60) day period, as the case may be, is herein the "**Due Diligence Period**". To the extent such information is in the possession or control of the Seller or may be obtained by the Seller at the Purchaser's cost and expense through the exercise of commercially reasonable efforts, such information shall be furnished by the Seller to the Purchaser.

*ordered 11-21-2014*  
*Seller* 1. During the Due Diligence Period and at the Seller's sole cost and expense, the Purchaser shall cause a current survey of the Property to be prepared by a registered Property surveyor, licensed in the State of Illinois, in accordance with ALTA/ASCM survey standards and certified to the Title Company and the Purchaser as necessary to satisfy the requirements for title insurance with extended coverage (herein "**Survey**").

2. At least twenty (20) days prior to the Closing Date, at Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney, as evidence of title in Seller, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company license to operate in Illinois. The Purchaser shall review the Title Insurance Commitment which shall be later-dated as well as the Survey and shall be permitted to identify any liens and encumbrances of a definite and ascertainable amount and which shall be removed by the Seller at Seller's sole cost and expense, or the matters in the

Survey that the Purchaser finds objectionable in its sole and absolute discretion and which it identifies by its Notice to the Seller [collectively, (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Insurance Commitment, (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Insurance Commitment, and (iii) Survey matters for which Notice is given are herein "**Unpermitted Exceptions**"]. Following receipt of Notice thereof, the Seller and the Purchaser shall cooperate to remove such Unpermitted Exceptions at the Seller's sole cost and expense. The Seller represents, warrants and covenants that between the date of the Title Insurance Commitment and the Closing, if title to the Property is or becomes encumbered with Unpermitted Exceptions or if the Parties are unable to remove the Unpermitted Exceptions prior to Closing, the Purchaser shall be permitted to terminate this Agreement in its sole discretion. Notwithstanding the foregoing, it is understood that Unpermitted Exceptions shall be removed by the Seller at the Seller's sole cost and expense prior to Closing.

3. During the Due Diligence Period, the Purchaser may also obtain and review written reports of searches of the records of the Office of Recorder of Deeds of Cook County (herein "**Recorder**"), Illinois, the Secretary of State of Illinois, the U.S. District Court for the Northern District of Illinois and any such other necessary governmental agencies confirming the absence or presence of security interests, judgments, tax liens and bankruptcy proceedings which affect or could affect the Property or any interest therein to be transferred to the Purchaser pursuant to this Agreement.

B. By the expiration of the Due Diligence Period, the Purchaser, if the Purchaser chooses to do so, will have examined all soils, engineering, environmental, hazardous waste, geotechnical, wetlands, feasibility and other studies and reports which the Purchaser obtains in connection with the Property, including but not limited to that set forth in Section V, and such other information relating to the Property that is specifically requested by the Purchaser of the Seller by Notice given prior to the expiration of the Due Diligence Period, to the extent such information is in the possession or control of the Seller or may be obtained by the Seller at the Purchaser's cost and expense through the exercise of commercially reasonable efforts.

C. Between the Effective Date hereof and the Closing Date the Seller shall not cause the Property or any part thereof to be alienated, encumbered or transferred in favor of or to any person, firm, company or corporation whatsoever.

D. The Title Commitment and Survey described in this Section IV are collectively referred to as "**Title Evidence**". If the Title Evidence discloses, deficiencies in endorsements or matters other than the Permitted Exceptions or, with respect to UCC Statement, liens or claims not permitted hereunder (hereinafter collectively referred to as "**Defects**"), the Defects shall, as a condition of the Closing, be corrected by the Seller within five (5) days from the delivery of a Notice regarding the Title Evidence.

E. Between the Effective Date and the Closing Date, the Purchaser shall have the continuing right from time to time at reasonable times without Notice to the Seller to periodically inspect the Property, but no such inspections shall relieve the Seller of the Seller's obligations hereunder or constitute any waiver by the Purchaser hereunder. In carrying out its reviews, searches and studies as contemplated in this Section and Section V, the Purchaser and its agents or representatives shall have the right, at their own risk, to enter upon the Property at any time prior to the Closing for any lawful purpose, including but not limited to: Verifications of

information, and conducting investigations, tests and studies, soils tests, borings and hazardous waste studies.

1. The Purchaser shall hold and save the Seller harmless from all Damages which result from the Purchaser's and its agents' or representatives' entry upon the Property prior to Closing. "**Damages**" being: Any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims, demands, losses and liabilities; and other deficiencies, including but not limited to interest, penalties, reasonable attorneys fees and expenses of Litigation.

2. Any investigation or inspection conducted by the Purchaser or any agent or representative of the Purchaser pursuant to this Agreement, in order to verify independently the Seller 's satisfaction of any conditions precedent to the Purchaser's obligations hereunder or to determine whether the Seller 's representations and warranties made in this Agreement are true and accurate, shall not affect (or constitute a waiver by the Purchaser of) any of the Seller 's representations, warranties or obligations hereunder or the Purchaser's reliance thereon.

## **V. HAZARDOUS MATERIALS SITE INVESTIGATION**

During the Due Diligence Period and at the sole cost and expense of the Purchaser, the Purchaser will cause to be conducted a Phase 1 Environmental Site Assessment.

A. Purchaser shall provide the Seller with a copy of the Survey and a copy of the Phase 1 Environmental Site Assessment.

B. If the Phase 1 Environmental Site Assessment reveals recognized environmental conditions for the potential presence of petroleum products or hazardous substances on the Property (herein "**Soil Contamination**"), the Purchaser may at the Purchaser's cost cause a Phase 2 Environmental Site Assessment of the Property to be conducted.

C. Notwithstanding anything to the contrary contained elsewhere in this Agreement and whether or not the Seller is in Default (as hereinafter defined), if prior to Closing the Purchaser is not satisfied with the Property or title thereto for any reason, the Purchaser in its sole discretion may terminate this Agreement upon Notice to the Seller.

## **VI. CONVEYANCE OF TITLE — COSTS**

On the Closing Date and at the time selected by mutual agreement of the Parties' attorneys, the Parties' attorneys will meet at the Title Company for the Closing and the culmination of all of the conveyancing by the Seller to the Purchaser.

A. At Closing the Seller shall deliver or cause to be delivered the following items to the Purchaser:

1. The Seller's Warranty Deed.
2. A Closing Statement with credits for real estate tax and other prorations set forth in Section VII.
3. The Title Policy.

4. Transfer tax declarations. [**Note:** While no transfer tax shall be due or payable in connection with any such conveyance to the Purchaser or asserted by Purchaser as part of the purchase price in connection with any such conveyance to the Purchaser, the Seller shall furnish all declarations required.]

5. The Seller's certificate to the Purchaser dated as of the Closing Date confirming that the representations and warranties set forth in Section IX are true and correct on and have been remade as of the Closing Date.

6. A non-foreign certificate sufficient in form and substance to relieve the Seller of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

7. An ALTA Affidavit of Title.

**Note:** Possession of the Property shall be delivered to the Purchaser on or before the Closing Date, in substantially the same condition as of the Effective Date, except for any required remediation having been accomplished theretofore.

B. At Closing the Purchaser shall deliver the following items to the Seller:

1. The Purchaser's certificate dated as of the Closing Date confirming that the representations and warranties set forth in Section X are true and correct on and have been remade as of the Closing Date.

2. A non-foreign certificate sufficient in form and substance to relieve the Purchaser of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

3. An Installment Note <sup>two notes</sup> and Trust Deed in the amount of \$150,000.00.

C. All costs associated with the condition of title, title insurance, release recording fees, documentary and/or transfer taxes payable in connection with the delivery or recordation of any instrument or document provided in or contemplated by this Agreement or any agreement described or referred to herein, if any; any sales and/or transaction taxes payable by reason of the transaction herein described; and all other Closing and conveyancing costs and expenses necessary to effectuate the sale contemplated by this Agreement shall be borne entirely by and shall be paid by the Seller, excluding the Purchaser's attorneys' fees, and the Recorder's charges for recording the Warranty Deed. The Seller shall pay all liens and encumbrances of a definite or ascertainable amount which appear in the Title Commitment as later-dated as of the date of Closing and which shall be removed from title at or before Closing.

D. Upon Closing, at the Purchaser's cost and expense, the Title Company, shall file the Seller's Warranty Deed with the Recorder for recordation against title to the Property.

## VII. PRORATIONS AND ADJUSTMENTS

At Closing, a cash adjustment shall be made between Seller and Purchaser on a per diem basis through the Closing Date for rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, interest due on the Installment Note from the Closing Date to the due date of the installment payment, and other similar items. The amount of general real estate taxes and other state or city taxes, charges and assessments levied against the

Property, not yet due and payable or due but not yet paid, shall be prorated at Closing through the Vacation Date on the basis of 110% of the most recent ascertainable taxes. All other prorations shall be final.

## VII. CONDITIONS TO CLOSING

A. In addition to any conditions provided in other provisions of this Agreement, the obligations of the Purchaser herein to purchase the Property shall be subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall continue as specific conditions to Closing:

1. The representations and warranties of the Seller contained in Section IX shall be true and correct as of the Closing.

2. At no time prior to the Closing shall any of the following have been done by or against or with respect to Seller: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; or (c) an assignment for the benefit of creditors.

3. The issuance by the Title Company of a later-dated commitment as of the Closing Date and the Title Policy following the Closing on the Closing Date with extended coverage and endorsements, subject only to Permitted Exceptions.

4. All Unpermitted Exceptions including all principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount shall have been removed from the Title Commitment, including that Title Commitment as later-dated at Closing.

B. The representations and warranties of the Purchaser contained in Section X being true and correct as of the Closing.

C. Either Party may at any time or times, at such Party's election, waive any of the conditions to the other Party's obligations hereunder, but any such waiver shall be effective only if contained in a written document signed by such Party. No such waiver shall reduce the rights or remedies of a Party by reason of any breach or Default by the other Party (but if a condition is waived, the Party waiving the same may not rescind this Agreement on the basis of the failure of such waived conditions). In the event that for any reason any item required to be delivered to a Party by the other Party hereunder shall not be delivered when required, then such other Party shall nevertheless remain obligated to deliver the same and nothing (including, but not limited to, the Closing of the transaction hereunder) shall be deemed a waiver by any Party of any such requirement.

## IX. REPRESENTATIONS AND WARRANTIES OF THE SELLER

A. **Power and Authority.** The Seller has full power and authority to enter into and deliver this Agreement and all of the other documents and instruments required to be delivered by the Seller hereunder and to perform all of the Seller's obligations under this Agreement and all of such other documents and instruments. Accordingly, this Agreement and all such other

documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Seller in accordance with the provisions hereof and thereof.

B. **No Violations and Actions.** The execution, delivery and performance by the Seller of its obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which the Seller or the Property is bound, or any of the provisions of any contract to which the Seller or any of them is a party or by which the Seller or the Property is bound. There is no action, suit, proceeding or investigation pending or threatened, before any agency, court or other governmental authority which relates to the Property or the use thereof.

C. **Leases, Agreement and Contract.** Except for this Agreement, there are no leases, occupancy agreements, management agreements, service contracts or other agreements affecting all or any part of the Property; and the Seller will deliver possession of the Property to the Purchaser on or before the Closing Date, free of all such agreements.

D. **Obligations.** Except for the obligations contained in this Agreement, there are no obligations in connection with the Property which will be binding upon the Purchaser or the Property after Closing.

E. **Compliance with Law.** The conveyance of the Property will not cause the Seller to be in violation of any applicable law.

F. **Donations.** There are no Seller-required donations or payments to or for schools, parks, fire departments or any other public entity or facilities which are required to be made by an owner of the Property.

G. **Assessments.** There are no existing unpaid taxes, assessments or public utility charges and as of the Closing Date there will be none.

H. **Authority to Perform.** The Seller has full authority to execute, deliver of and perform the Seller's obligations under this Agreement.

## X. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

A. **Power and Authority.** The Purchaser is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to enter into and deliver this Agreement and to perform all of its obligations under this Agreement. This Agreement and all such other documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Purchaser in accordance with the provisions hereof and thereof.

B. **Authority to Perform.** This Agreement has been duly authorized by all necessary action of its corporate authorities and duly conferred by the Purchaser upon its signatories hereto.

## XI. **DEFAULT; REMEDIES**

A. In addition to other remedies set forth elsewhere in this Agreement, in an event of

Default by a Party, the non-Defaulting Party may not exercise its rights under this Section XI, until the non-Defaulting Party has sent Notice to the Defaulting Party of the Default or alleged Default and allowing the Defaulting Party a period of thirty (30) days for the curing of said Default or alleged Default; provided, however, that in the event such Default or alleged Default cannot be cured within said thirty (30) day period notwithstanding diligent and continuous effort by the Defaulting Party with the Defaulting Party having promptly commenced to cure the Default or alleged Default and having thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such Default or alleged Default shall be extended for such period as may be necessary for curing such Default or alleged Default with diligence and continuity.

Seller's failure to vacate the property on the Closing Date shall be immediately enforceable and not subject to the thirty (30) day notice period.

1. Following written Notice by the non-Defaulting Party specifying such Default to the Defaulting Party, the continuation of any such Default after thirty (30) days (or for such longer cure period as set forth in A above) shall permit the non-Defaulting Party, in its sole discretion: To enforce or compel the performance of this Agreement by suitable action or other proceeding brought in law or in equity, including specific performance.

2. The Party prevailing in such enforcement proceeding shall be entitled to recover its reasonable attorneys fees from the other Party.

B. As used in this Agreement, "**Default**" by a Party includes but is not limited to any breach of the covenants contained in this Agreement, the failure of any Party to perform any provision of this Agreement required of it to be performed and the performance by any Party of an act or acts prohibited by any provision of this Agreement.

## XII. NOTICE

A. All Notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail addressed:

If to the Seller:

E.T. ANDRYSIAK  
98 ROSE CT  
LEMONT, ILL

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Purchaser: with copies to:

Village Administrator  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

Village Clerk  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

and:

Jeffrey M. Stein, Village Attorney  
Tressler, LLP  
233 S. Wacker Drive 22<sup>nd</sup> Floor  
Chicago, IL 60606

B. Any Party hereto may change the place and/or person listed above and/or add persons to the above list for giving Notices by Notice given ten (10) days prior to the date such change will become effective.

### **XIII. BROKERAGE**

Seller and Purchaser each represent and warrant to the other that no real estate agent or broker was involved in negotiating the transaction contemplated herein. In the event any other claims for real estate commissions, fees or compensation arise in connection with this transaction, the Party so incurring or causing such claims shall indemnify, defend and hold harmless the other Party from any loss or damage, including attorneys' fees, which said other Party suffers because of said claims. In no event shall the Purchaser have any liability to any broker contracted with the Seller, whether or not Closing occurs or Closing fails to occur for any reason whatsoever.

### **XIV. MISCELLANEOUS PROVISIONS**

A. This Agreement shall bind the successors and assigns of the Seller and its respective successors in interest; as well as the Purchaser, its corporate officials, and its and their successors in office and its and their respective successors in interest; and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

B. The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

C. The rights or remedies under this Agreement are exclusive to any other rights or remedies which may be granted by law. This Agreement provides for the purchase and sale of real and personal property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

1. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

2. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision of this Agreement.

3. This Agreement has been negotiated by all Parties. This Agreement shall not be construed more strictly against the Purchaser than against the Seller merely by virtue of the fact that the same has been prepared by legal counsel for the Purchaser. It is recognized and acknowledged by the Parties that both the Purchaser and the Seller have contributed substantially and materially to the preparation, form, substance and content of this Agreement.

D. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties with respect to the relationship of the Parties contemplated herein,

and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof.

E. No modifications, amendments, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both of the Parties against which the enforcement of such modification, amendment, discharge or change is sought.

F. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

G. Neither Party shall assign this Agreement prior to Closing without the prior written consent of the other Party; and neither Party shall record or cause to be recorded with the Recorder this Agreement or any memorandum hereof or any document containing a reference hereto.

IN WITNESS WHEREOF this Agreement is executed by the Parties, each intending to be legally bound hereby.

Agreed to for the Seller:

Agreed to for the Purchaser, Village of Lemont:

Great Southwest Recreation, LLC.

By: E.T. ANDREYSIAK  
Printed Name and Title  
MANAGING MEMBER OF THE LLC

By: \_\_\_\_\_  
Village Administrator

Attest: \_\_\_\_\_  
Village Clerk



Village of Lemont  
*Planning & Economic Development Department*

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

TO: Mayor Reaves  
Village Board of Trustees

FROM: Martha M. Glas, Village Planner

THRU: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 13-11 Birch Path Final PUD & Final Plat of Subdivision

DATE: December 4, 2014

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#### **SUMMARY**

Attached please find an ordinance that approves the final PUD Plan/Plat for the Birch Path subdivision. The PUD Plan/Plat addresses the 6.5 acre parcel on which 19 homes will be constructed. It includes a landscape plan, residential homes models and residential design guidelines that have been revised pursuant to staff comments and input received during the November Committee of the Whole meeting.

The attached resolution approves the final plat of subdivision for the site.

#### **BOARD ACTION**

Vote on the attached ordinance and resolution.

#### **Attachments**

1. An Ordinance Granting Final PUD Plan/Plat Approval For A Nineteen-Lot Residential Subdivision Located South Of 127th Street And West Of Interstate 355 In Lemont, Il.
2. A Resolution Approving A Final Plat Of Subdivision For A Property Located South Of 127th Street And West Of Interstate 355 In Lemont, Il.

**VILLAGE OF LEMONT**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING FINAL PUD PLAN/PLAT APPROVAL FOR A  
NINETEEN-LOT RESIDENTIAL SUBDIVISION LOCATED SOUTH OF 127<sup>th</sup>  
STREET AND WEST OF INTERSTATE 355 IN LEMONT, IL.**

**(Birch Path)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 8<sup>th</sup> DAY OF DECEMBER, 2014**

**PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE  
OF LEMONT, COOK, WILL AND DUPAGE  
COUNTIES, ILLINOIS,  
THIS 8<sup>TH</sup> DAY OF DECEMBER 2014**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING FINAL PUD PLAN/PLAT APPROVAL FOR A NINETEEN-LOT RESIDENTIAL SUBDIVISION LOCATED SOUTH OF 127<sup>th</sup> STREET AND WEST OF INTERSTATE 355 IN LEMONT, IL.**

**(Birch Path)**

**WHEREAS**, Lemont 19, LLC (hereinafter referred to as “Petitioner”) is the owner of the subject property covering approximately 6.5 acres located south of 127<sup>th</sup> St, west of Interstate 355 (PIN# 22-31-200-007) which is legally described and depicted in the Final Plat of Subdivision titled “Birch Path Planned Unit Development” attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Petitioner applied for preliminary plan/plat approval, special use for a planned unit development, and zoning map amendment to Lemont R-4 Single-family Residential District for a planned unit development consisting of a 19 unit single-family detached residential subdivision; and

**WHEREAS**, said application was reviewed in accordance with the Lemont Unified Development Ordinance of 2008 (Chapter 17 of the Lemont, Illinois Municipal Code) (hereinafter referred to as “UDO”) and approved by the Village Board of Trustees on June 9, 2014; and

**WHEREAS**, the Petitioner has submitted a PUD Final Plan/Plat consisting of the following (hereinafter referred to as “Birch Path PUD Final Plan/Plat”):

1. Birch Path Grading Plan, prepared by Landmark Engineering, LLC. and dated 12/1/14, attached hereto and incorporated herein as Exhibit B; and
2. Birch Path Final Landscape Plan prepared by Landmark Engineering, LLC. and dated 12/1/14, attached hereto and incorporated herein as Exhibit C; and
3. Residential Plans consisting of 6 base models, attached hereto and incorporated herein as Exhibit D; and

**WHEREAS**, the Planning & Zoning Commission (PZC) held a hearing for this matter on October 15, 2014 and reviewed the Birch Path PUD Final Plan/Plat and found the documents to be in substantial compliance with the approved PUD Preliminary Plan/Plat.

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

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

**SECTION 2: Plat Approval.** Subject to the conditions set forth in this Ordinance, the Village Board shall and does hereby approve the Birch Path PUD Final Plan/Plat

**SECTION 3: Conditions.** The approvals set forth in this Ordinance are contingent upon the following conditions:

- 1. General Conditions.** Unless otherwise approved by the Village Board the Subject Property shall be maintained in accordance with Village Code, the approved plans, the Annexation Agreement pertaining to the Subject Property and the exhibits to this Ordinance.
- 2. Specific Conditions.** The following specific conditions shall apply to the entire development and all single family units to be constructed, unless otherwise limited below.
  - A) Anti-monotony.** Six home models (Labeled A-F) are identified in Exhibit D. The subdivision shall include one of each model's base elevation as shown in Exhibit D. The remaining lots shall be constructed with alternate front elevations of the six models. Each model's alternate elevation must meet the standards of UDO §17.22.020, Design Variety in Residential Construction when compared against the base elevation of the model. Additionally, the following standards shall apply for the construction of the models included in Exhibit D:
    - a. A specific model cannot be located immediately adjacent to the same specific model.
    - b. If a model is proposed to be located within two lots of or across the street from the same model, it must be a differing elevation of the existing model (i.e. alternate elevation vs. base elevation).
    - c. No one model, including its base elevation and alternate elevation, can be constructed on more than 7 lots.

Models that are not included in Exhibit D or an alternate elevation of one of the 6 models contained in Exhibit D, but are comparable in architectural style to the approved residential designs shall be processed as a minor amendment to the PUD.

**B) Garages.**

- a. At least 6 homes shall be constructed with side-loaded garages. A reduction to the minimum number of required side-loaded garages can be requested and shall be evaluated as a minor amendment to the PUD.
- b. No more than 7 homes shall have front-loaded garages that protrude more than 10ft from the plane of the front elevation of the home, as defined in Figure 17-22-01 of the UDO.
- c. Windows shall be required on the garage doors of all front-loading garages.
- d. No more than 6 homes shall have a 3-car garage, regardless if such garage is a front or side loaded garage.

**C) Masonry**

- a. Masonry shall extend from grade to the lowest sill of the first floor windows on all sides of all single family units, but in no case shall be less than 3 feet.
- b. Brick and stone veneer shall be anchored veneer. Adhered brick and stone veneer systems shall not be permitted, except adhered natural stone veneer shall be permitted for porch columns.

**D) Other Exterior Materials & Features**

- a. Siding shall be cement fiber board, LP Smart Side® or a comparable product of similar style and quality as approved by the Village Planning & Economic Development Director.
- b. All windows shall include window trim. Windows that do not include shutters shall have a minimum 3.5” trim around the entire window.
- c. Shutters shall be the lesser of 15” wide or half the width of the adjacent window.
- d. Architectural elements such as shutters and window mullions that are present on the front elevation shall be included on all sides of the home unless the inclusion of the element will detract from the architectural style of the home, as determined by the Village Planning & Economic Development Director.

**E) Homeowner’s Association Establishment**

- a. The Petitioner shall establish a Homeowner’s Association prior to the issuance of a site development permit.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 8<sup>th</sup> DAY OF DECEMBER, 2014.**

**AYES**

**NAYS**

**ABSENT**

**ABSTAIN**

**Debby Blatzer**

**Paul Chialdikas**

**Clifford Miklos**

**Ron Stapleton**

**Rick Sniegowski**

**Jeanette Virgilio**

**Approved by me this 8<sup>th</sup> day of December, 2014**

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**BRIAN K. REAVES, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**

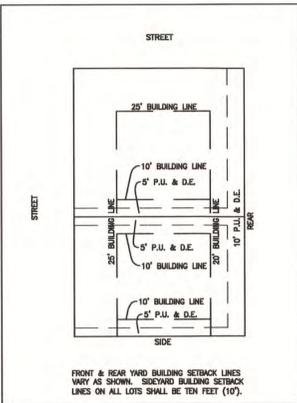
# BIRCH PATH PLANNED UNIT DEVELOPMENT

EXHIBIT A

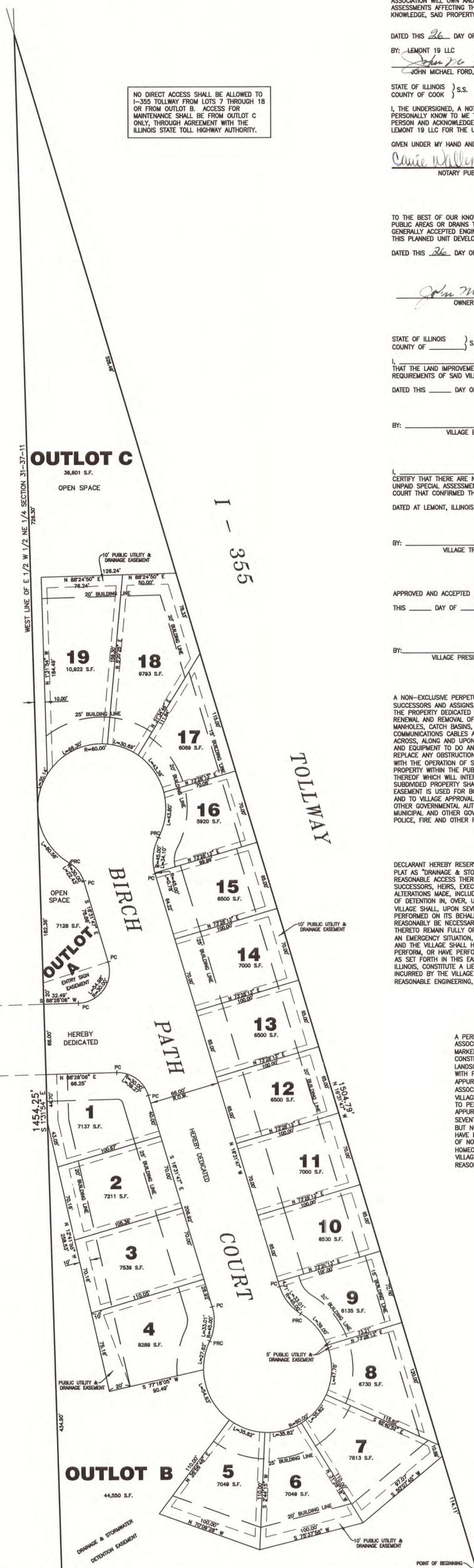
IN THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY P.L.N.  
22-31-200-007-0000  
SEND FUTURE TAX BILLS TO:  
LEMONT 19, LLC  
11921 S. HOBART AVENUE  
PALOS PARK, IL 60464

NO DIRECT ACCESS SHALL BE ALLOWED TO  
I-355 TOLLWAY FROM LOTS 7 THROUGH 18  
OR FROM OUTLOT B. ACCESS FOR  
MAINTENANCE SHALL BE FROM OUTLOT C  
ONLY, THROUGH AGREEMENT WITH THE  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY.



TYPICAL LOT EASEMENT DETAIL  
(UNLESS OTHERWISE SHOWN)



PREPARED BY & MAIL TO:  
**LANDMARK**  
ENGINEERING LLC  
DESIGN FIRM REGISTRATION NO. 194-005577  
7808 WEST 103RD STREET  
PALOS HILLS, ILLINOIS 60465-1529  
Phone (708) 599-3737  
SURVEY No. 13-04-061-SUB-R

### OWNER'S CERTIFICATE

LEMONT 19 LLC DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT, AS SUCH OWNER, IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON, AS ITS OWN FREE AND VOLUNTARY ACT AND DEED. IT HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT AS "HEREBY DEDICATED", INCLUDING, BUT NOT LIMITED TO, THOROUGHFARES, STREETS, WALKWAYS AND PUBLIC SERVICES. IT HEREBY GRANTS THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT AND GRANTS AND DECLARES THE STORMWATER DRAINAGE AND DETENTION EASEMENT AS STATED AND SHOWN ON THIS PLAT AS OUTLOT B AND THAT THE HOMEOWNERS' ASSOCIATION WILL OWN AND MAINTAIN OUTLOTS A AND C. IT FURTHER CERTIFIES THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS PLANNED UNIT DEVELOPMENT. IT FURTHER CERTIFIES THAT, TO THE BEST OF ITS KNOWLEDGE, SAID PROPERTY LIES WITHIN ELEMENTARY SCHOOL DISTRICT 113A, HIGH SCHOOL DISTRICT 210 AND JUNIOR COLLEGE SCHOOL DISTRICT 525.

DATED THIS 26 DAY OF November, A.D. 2014

BY: John Michael Ford  
JOHN MICHAEL FORD, Manager

STATE OF ILLINOIS } s.s.  
COUNTY OF COOK }

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT JOHN MICHAEL FORD OF LEMONT 19 LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AS MANAGER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE DID SIGN AND DELIVER THIS INSTRUMENT AS HIS FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF LEMONT 19 LLC FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 26th DAY OF November, A.D. 2014

Camie Millerburg  
NOTARY PUBLIC



### SURFACE WATER DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS THAT THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTIES BECAUSE OF THE CONSTRUCTION OF THIS PLANNED UNIT DEVELOPMENT.

DATED THIS 26 DAY OF November, A.D. 2014

BY: John Michael Ford  
OWNER

John M. Ford  
ENGINEER



### VILLAGE ENGINEER CERTIFICATE

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE ENGINEER

### VILLAGE TREASURER CERTIFICATE

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

DATED AT LEMONT, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE TREASURER

### PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS AT A PUBLIC MEETING HELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

### PUBLIC UTILITY & DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, COMED, AT&T, NCCOR AND COMCAST, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, OVER ALL AREAS DESIGNATED PUBLIC UTILITY AND DRAINAGE EASEMENTS AND DESIGNATED "TU & DE" AND THE PROPERTY DEDICATED FOR STREET ON THE PLAT FOR THE CONSTRUCTION, RECONSTRUCTION, REPAIR, INSTALLATION, INSPECTION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF WATER LINES, SANITARY SEWERS AND STORM SEWERS TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES, OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES, GAS MAINS AND APPURTENANCES, AND CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH UTILITIES. NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. WHEN AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCE OF THE VILLAGE OF LEMONT AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION. PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LEMONT AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE AND OTHER PUBLIC SAFETY RELATED SERVICES.

### DRAINAGE AND STORMWATER DETENTION EASEMENT

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

### SUBDIVISION ENTRY SIGN EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED FOR A SUBDIVISION ENTRY SIGN EASEMENT FOR THE HOMEOWNERS' ASSOCIATION AND THE VILLAGE OF LEMONT. THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER, THROUGH, AND ALONG ALL AREAS MARKED "ENTRY SIGN EASEMENT" ON THE PLAT. SAID EASEMENT SHALL BE FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, INSPECT, TRIM, CUT DOWN, REMOVE, AND MAINTAIN, A SUBDIVISION ENTRY SIGN AND LANDSCAPING APPURTENANT THERETO, AS MAY BE DETERMINED NECESSARY BY THE HOMEOWNERS' ASSOCIATION IN A MANNER CONSISTENT WITH PLANS TENDERED AND APPROVED BY THE VILLAGE. NO ALTERATION, PERMANENT STRUCTURES, LANDSCAPING, GRADING OR APPURTENANCES THEREIN SHALL BE ALLOWED IN THIS EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE HOMEOWNERS' ASSOCIATION AND THE VILLAGE. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PROPERLY MAINTAIN THIS EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE HOMEOWNERS' ASSOCIATION, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE SUBDIVISION ENTRY SIGN AND ITS APPURTENANT STRUCTURES AND LANDSCAPING. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK WITHIN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE HOMEOWNERS' ASSOCIATION AND AGAINST EACH AND EVERY LOT WITHIN THE SUBDIVISION. THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

### LAND SURVEYOR CERTIFICATE

STATE OF ILLINOIS } s.s.  
COUNTY OF COOK }

I, MARK H. LANDSTROM, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2625, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST HALF; THENCE SOUTH 88 DEGREES 21 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST HALF, 271.47 FEET TO A POINT OF BEGINNING; THENCE NORTH 16 DEGREES 31 MINUTES 47 SECONDS WEST 1504.79 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE SOUTH 1 DEGREE 31 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE, 1454.28 FEET TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 88 DEGREES 21 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, 389.42 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS;

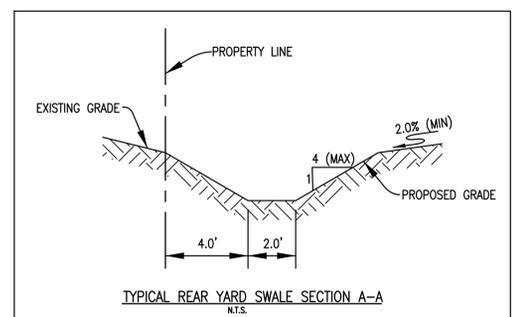
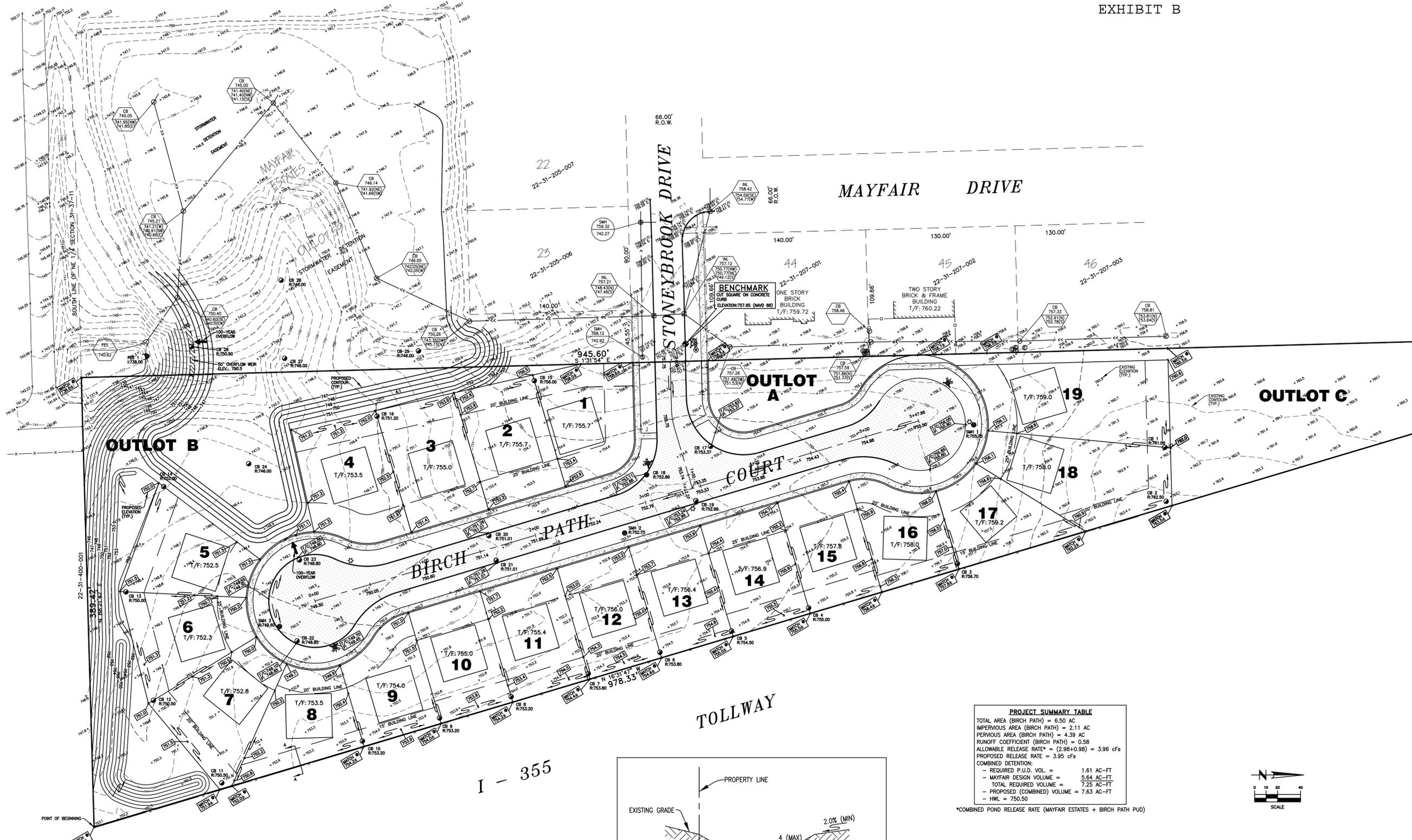
AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF AND BEARINGS ARE BASED ON TRUE NORTH DETERMINED BY GPS MEASUREMENT. I FURTHER CERTIFY THAT NO PART OF THE HEREBY DESCRIBED PROPERTY LIES IN A SPECIAL FLOOD HAZARD ZONE, AS IDENTIFIED FOR THE VILLAGE OF LEMONT BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP PANEL No. 17031C0568J, HAVING A REVISION DATE OF AUGUST 19, 2008.

I FURTHER DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED AT PALOS HILLS, ILLINOIS, THIS 24th DAY OF NOVEMBER, A.D. 2014

Mark H. Landstrom  
MARK H. LANDSTROM  
PLS No. 2625  
LICENSE RENEWAL DATE: 11/30/2014  
LANDSTROM@LANDMARK60.COM



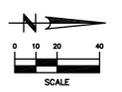


**PROJECT SUMMARY TABLE**

TOTAL AREA (BIRCH PATH) = 6.50 AC  
 IMPERVIOUS AREA (BIRCH PATH) = 2.11 AC  
 PERVIOUS AREA (BIRCH PATH) = 4.39 AC  
 RUNOFF COEFFICIENT (BIRCH PATH) = 0.58  
 ALLOWABLE RELEASE RATE\* = (2.98+0.98) = 3.96 cfs  
 PROPOSED RELEASE RATE = 3.95 cfs

COMBINED DETENTION:  
 - REQUIRED P.U.D. VOL. = 1.61 AC-FT  
 - MAYFAIR DESIGN VOLUME = 5.64 AC-FT  
 TOTAL REQUIRED VOLUME = 7.25 AC-FT  
 - PROPOSED (COMBINED) VOLUME = 7.63 AC-FT  
 - HWL = 750.50

\*COMBINED POND RELEASE RATE (MAYFAIR ESTATES + BIRCH PATH PUD)



**NOTE:**  
 1. TREE REPLACEMENT MITIGATION TO BE ENTIRELY CONTAINED WITHIN OUTLOTS A & B.  
 2. ALL ON-SITE PROPOSED GRADING SHALL BE AT LEAST 2% MINIMUM SLOPE AND NOT STEEPER THAN 4:1.

DATE	REVISIONS	REV. BY
3/10/14	ISSUED FOR REVIEW	T.G.
4/14/14	VILLAGE COMMENTS	T.G.
5/5/14	VILLAGE COMMENTS	T.G.
5/27/14	LEGAL DESCRIPTION	T.G.
6/3/14	VILLAGE ATTORNEY COMMENTS	T.G.
8/31/14	OWNER'S COMMENTS	T.G.
12/1/14	VILLAGE COMMENTS	M.L.

**LANDMARK**  
 ENGINEERING LLC  
 DESIGN FIRM REGISTRATION NO. 184-005777  
 7808 WEST 103RD STREET  
 PALOS HILLS, ILLINOIS 60465-1529  
 Phone: (708) 589-5737  
 Fax: (708) 589-2281

BIRCH PATH P.U.D.  
 127TH & I-355, LEMONT, IL  
 GRADING PLAN

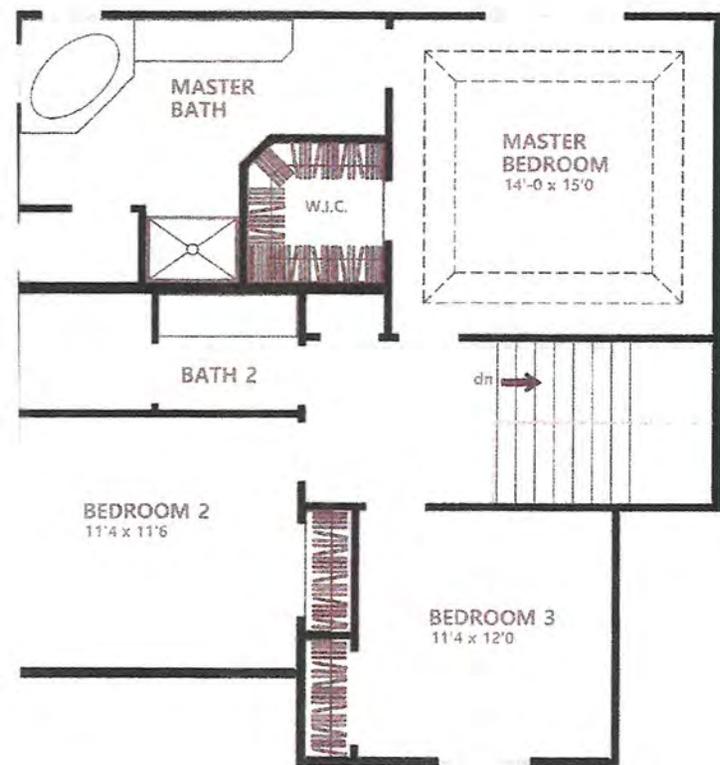
DRAWN BY: T.G.  
 DESIGNED BY: B.H.  
 CHECKED BY: M.L.

SHEET  
 5 of 11  
 13-04-061

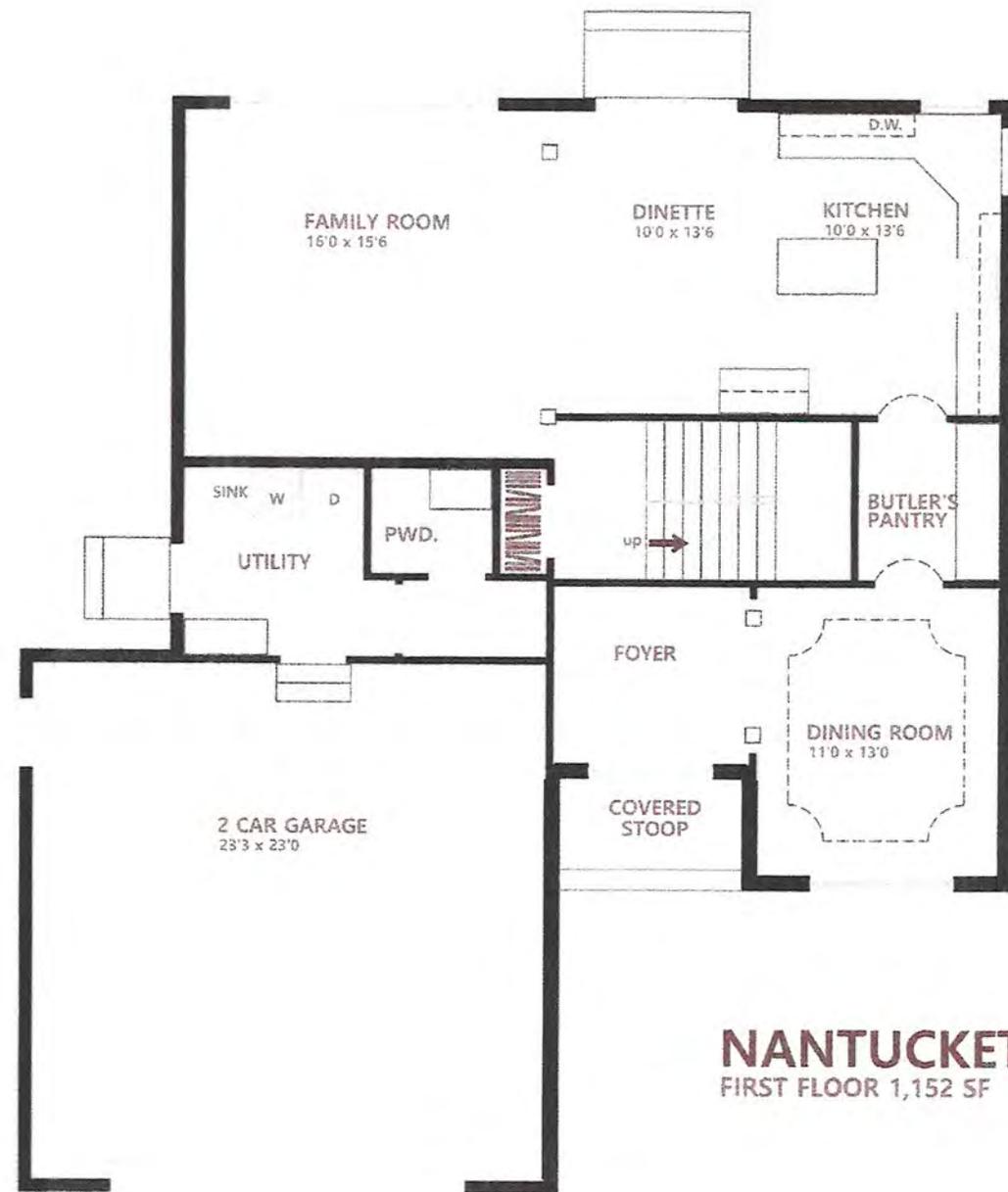


EXHIBIT D  
MODEL A





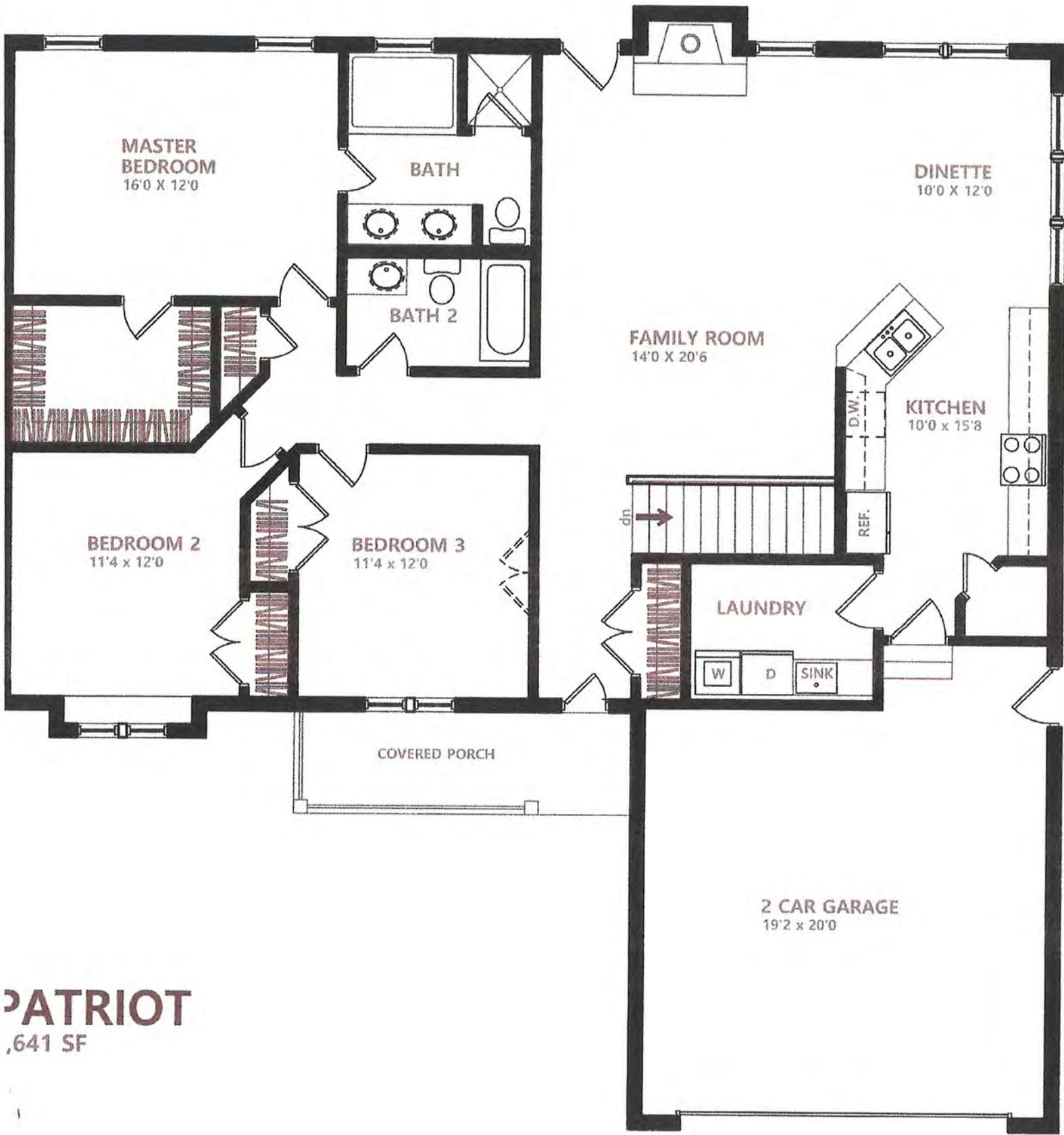
SECOND FLOOR 870 SF



**NANTUCKET**  
FIRST FLOOR 1,152 SF

MODEL B





MASTER  
BEDROOM  
16'0 X 12'0

BATH

DINETTE  
10'0 X 12'0

BATH 2

FAMILY ROOM  
14'0 X 20'6

KITCHEN  
10'0 x 15'8

BEDROOM 2  
11'4 x 12'0

BEDROOM 3  
11'4 x 12'0

LAUNDRY

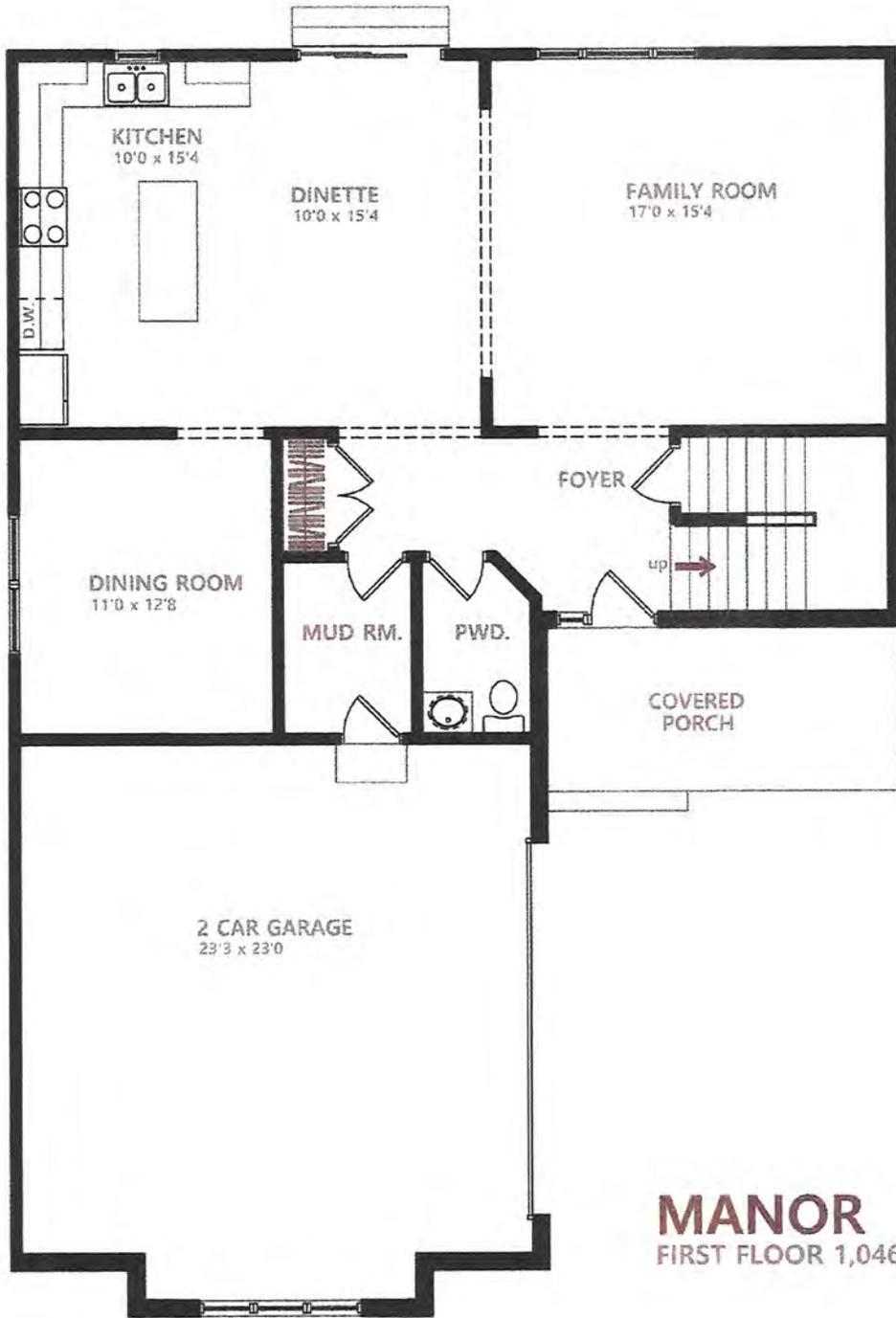
COVERED PORCH

2 CAR GARAGE  
19'2 x 20'0

**PATRIOT**  
641 SF

MODEL C

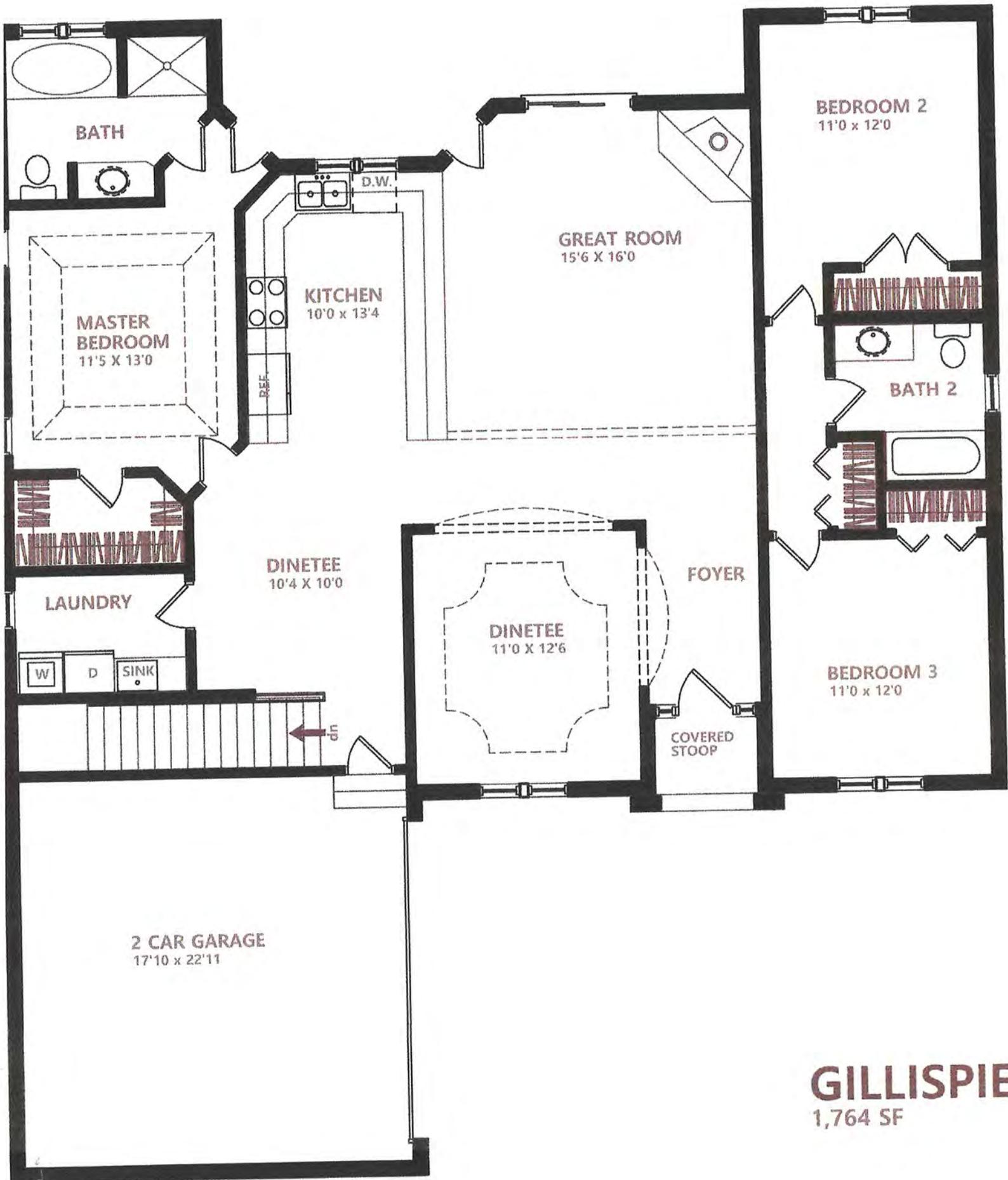




SECOND FLOOR 947 SF

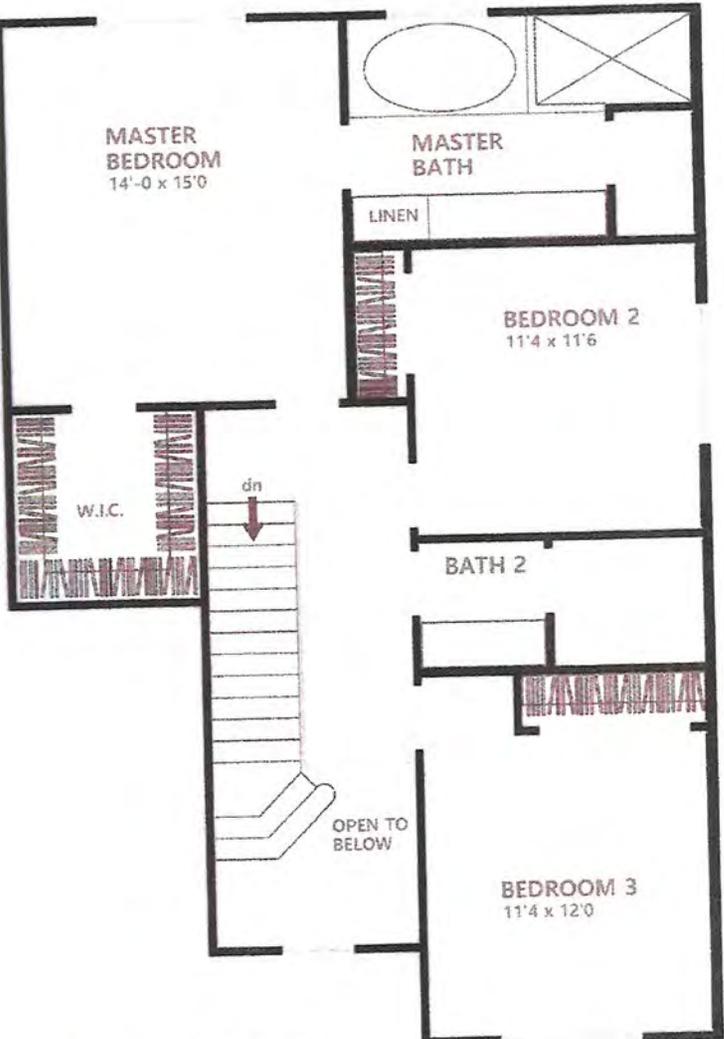
MODEL D



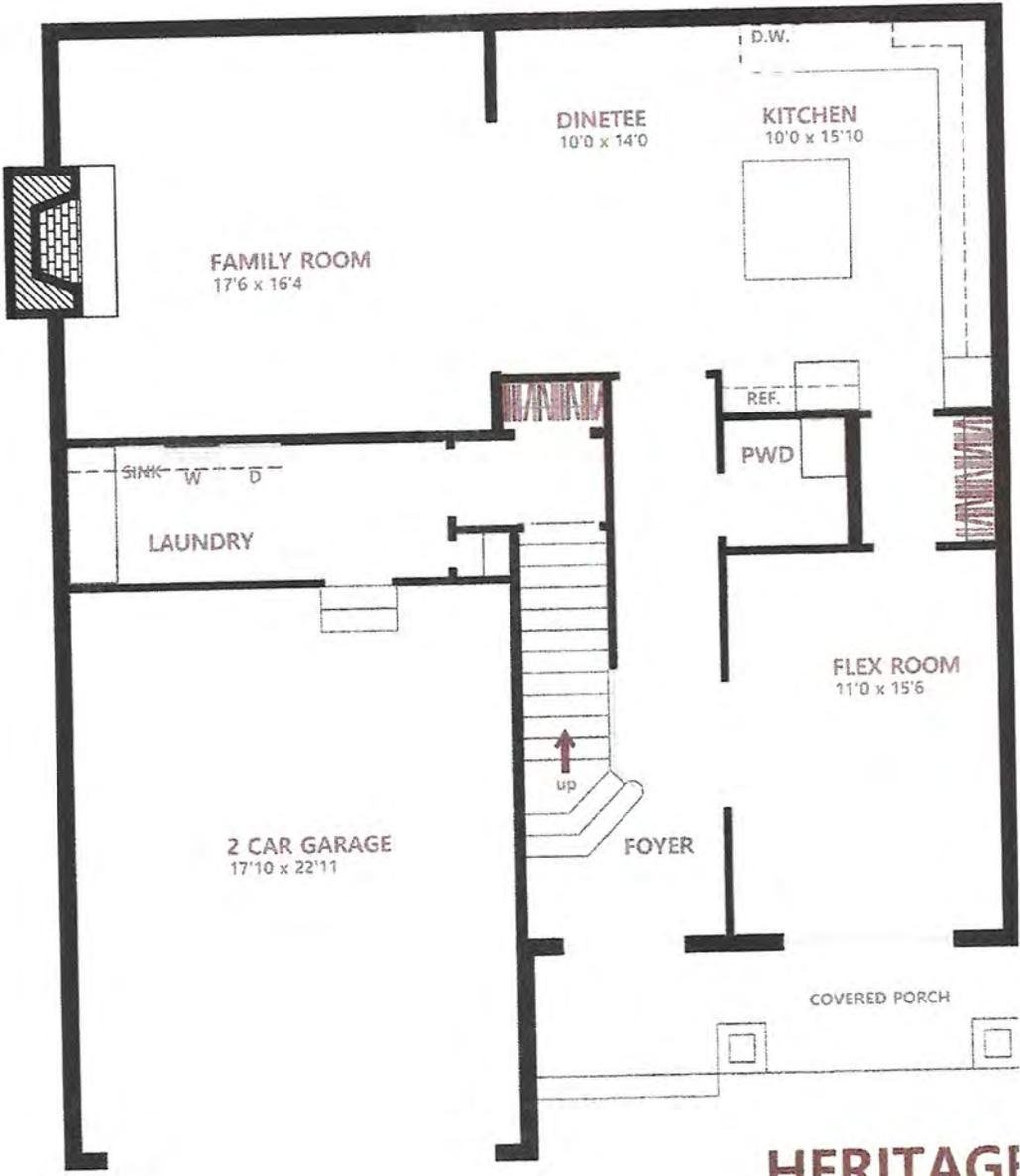


MODEL E





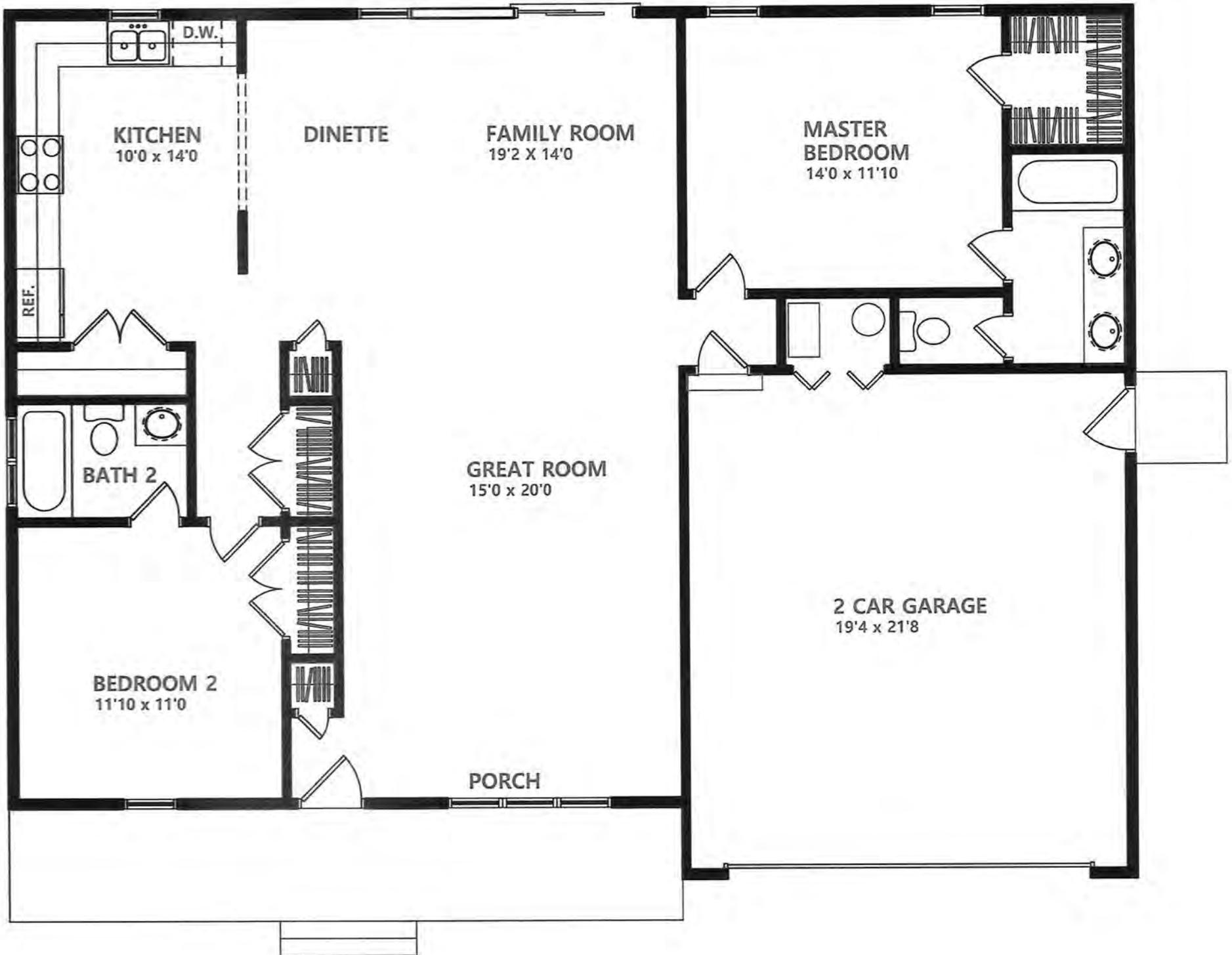
SECOND FLOOR 915 SF



**HERITAGE**  
FIRST FLOOR 1,238

MODEL F





**VILLAGE OF LEMONT**  
**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR A PROPERTY  
LOCATED SOUTH OF 127<sup>th</sup> STREET AND WEST OF INTERSTATE 355 IN LEMONT,  
IL.**

**(Birch Path)**

**APPROVED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 8<sup>TH</sup> DAY OF DECEMBER, 2014**

**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 8<sup>TH</sup> DAY OF  
DECEMBER, 2014**

**VILLAGE OF LEMONT  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR A  
PROPERTY LOCATED SOUTH OF 127<sup>th</sup> STREET AND WEST OF INTERSTATE  
355 IN LEMONT, IL.**

**(Birch Path)**

**WHEREAS**, Lemont 19, LLC (hereinafter referred to as “Petitioner”) is the owner of the approximately 6.5 acre subject property located south of 127<sup>th</sup> St, west of Interstate 355 (PIN# 22-31-200-007) which is legally described and depicted in the Final Plat of Subdivision titled “Birch Path Planned Unit Development” attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Petitioner applied for preliminary plan/plat approval, special use of a planned unit development and zoning map amendment to Lemont R-4 Single-family Residential District for a planned unit development consisting of a 19 unit single-family detached residential subdivision; and

**WHEREAS**, said application was reviewed in accordance with the Lemont Unified Development Ordinance of 2008 and approved by the Village Board of Trustees on June 9, 2014; and

**WHEREAS**, the Petitioner submitted the final plat of subdivision for approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

**WHEREAS**, the plat of subdivision is in substantial conformance with the physical development policies and standards of the Village of Lemont and the preliminary plan/plat approved on June 9, 2014; and

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

**NOW, THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Lemont that Birch Path Planned Unit Development, Plat of Subdivision, which is attached hereto and made part hereof as Exhibit A, is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,  
ILLINOIS, ON THIS 8<sup>TH</sup> DAY OF DECEMBER, 2014.**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

**Debby Blatzer**

**Paul Chialdikas**

**Clifford Miklos**

**Rick Sniegowski**

**Ron Stapleton**

**Jeanette Virgilio**

**APPROVED BY ME THIS 8<sup>TH</sup> DAY OF DECEMBER, 2014**

---

**BRIAN K. REAVES, Village President**

**Attest:**

---

**CHARLENE M. SMOLLEN, Village Clerk**



## **Village Board**

### **Agenda Memorandum**

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**To:** Mayor & Village Board  
**From:** Chief Kevin W. Shaughnessy  
**Subject:** **Adoption of the Hazard Mitigation Plan**  
**Date:** December 2, 2014

#### **BACKGROUND/HISTORY**

Adoption of the Hazard Mitigation Plan is a necessity in order for the Village to receive grant funds for various mitigation activities from Federal and State entities in order to help protect our community from natural disasters, or assist our community after one occurs.

Once this plan is adopted, the Village will be eligible to apply for hazard mitigation grant opportunities.

The Lemont Hazard Mitigation Plan is part of a county-wide, Multi-Jurisdictional Hazard Mitigation Plan. The Cook County Board of Commissioners adopted the Multi-Jurisdictional Hazard Mitigation Plan in September, 2014. We will be within the deadline of passing Lemont Adoption. The plan includes preventative and reactive steps to address; earthquakes, tornados, flooding and severe weather.

**RECOMMENDATION : Staff recommends passage of the Hazardous Mitigation Plan**

#### **ATTACHMENTS (IF APPLICABLE)**

**Resolution**

#### **SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Approval at the upcoming Village Board Meeting

**Resolution No. \_\_\_\_\_**

**A Resolution Approving the Lemont Hazard Mitigation Plan**

**WHEREAS**, the President and Board of Trustees of the Village of Lemont (“Village”) have determined that it is advisable, necessary and in the best interests of the Village to approve the Lemont Hazard Mitigation Plan (“HMP”), a copy of which is attached as Exhibit A and incorporated in its entirety.

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

**Section One:** The HMP is hereby approved in substantially the form attached hereto as Exhibit A.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 8th day of December, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

\_\_\_\_\_  
**BRIAN K. REAVES**  
**President**

ATTEST:

---

**CHARLENE M. SMOLLEN**  
**Village Clerk**

**Exhibit A**

**Lemont Hazard Mitigation Plan**

# CHAPTER 55. VILLAGE OF LEMONT ANNEX

## 55.1 HAZARD MITIGATION PLAN POINT OF CONTACT

### Primary Point of Contact

Thomas Ballard, Emergency Management Agency  
Director  
418 E. Main St.  
Lemont, IL 60439  
Telephone: 630-243-2771  
Email Address: tballard@lemont.il.us

### Alternate Point of Contact

George Schafer, Village Administrator  
418 Main St.  
Lemont, IL 60439  
Telephone: 630-257-1590  
Email Address: gschafer@lemont.il.us

## 55.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation:** 1873
- **Current Population:** 16,000 as of 2010
- **Population Growth:** 3000 since 2000 census
- **Location and Description:** Lemont is a historic village located in Cook, DuPage, and Will counties and Lemont Township. It is roughly 27 miles southwest of Chicago. The historic Village is nestled among the bluffs of the Des Plaines River Valley offering views unique in the Chicago-land area. Lemont surrounded mostly by large Forest Preserve areas to the north (which surrounds Argonne National Laboratory) north east, east, and partially to the west. Orland Park and Romeoville border Lemont to the south. Interstate 355 runs through the south west portion of Lemont, with Interstate 55 intersecting it 1.2 miles north of Lemont. According to the 2010 U.S. Census, Lemont is 8.3 square miles. Lemont is home to the Argonne National Laboratory and to Cog Hill Golf & Country Club (home of the PGA Tour's Western Open and now the PGA Tour's BMW Championship). Sacred architecture is another strong suit of Lemont, whose skyline is dominated by two landmark religious edifices: the Hindu Temple of Greater Chicago and SS. Cyril and Methodius church in the Polish Cathedral style.
- **Brief History:** One of the oldest communities in northeast Illinois, Lemont's history originated with the construction of the Illinois and Michigan canal which linked the Mississippi River and the Great Lakes. Subsequently quarrying, railroad, and canal employment brought many residents. Established in 1836, the village of Lemont stands as one of the oldest American communities in northeastern Illinois. It is historically significant for its role in transforming the northern region of the state from a sparsely settled frontier to a commercial, agricultural, and industrial region that supplied Chicago and areas beyond with commodities. Lemont is also unique in boasting an authentic historic district that remains intact and has been continually used since the 19th century. Lemont is credited with being the largest recruiting station for the Union Army during the American Civil War, and the Old Stone Church, built in 1861 of limestone, was used as a recruiting depot. It served as the Lemont Methodist Episcopal Church for 100 years, from 1861 until 1970, when it became

home to the Lemont Area Historical Society. The oldest building in Lemont, it now serves as a museum and is listed on the National Register of Historic Places.

- **Climate:** The climate of Lemont and the Chicago area is classified as humid continental, with all four seasons distinctly represented: wet springs; hot and humid summers; pleasant autumns; and cold winters. Annual precipitation is average, and reaches its lowest points in the months of January and February, and peaks in the months of May and June. Winter proves quite variable. Seasonal snowfall in the city has ranged from 9 – 90 inches. The daily average temperature in January at Midway Airport is 24.8 °F (-4.0 °C), and temperatures often stay below freezing for several consecutive days or even weeks in January and February. Temperatures drop to or below 0 °F (-18 °C) on 5.5 nights annually at Midway and 8.2 nights at O'Hare. Spring in the Chicago area is perhaps the city's wettest and unpredictable season. Winter like conditions can persist well into April and even occasionally into May. Thunderstorms are especially prevalent in the spring time as the city's lakeside location makes it a center of conflicts between large volumes of warmer and colder air, triggering many kinds of severe weather. Temperatures vary tremendously in the springtime; March is the month with the greatest span between the record highs and lows. On a typical summer day, humidity is usually moderately high and temperatures ordinarily reach anywhere between 78 and 92 °F (26 and 33 °C). The extreme heat that the Chicago area is capable of experiencing during the height of the summer season can persist into the autumn season. Temperatures have reached 100 degrees high and subzero lows below -18 °C. Spring, and summer can bring heavy thunderstorms, many of which are capable of producing flooding; this also can run into the fall season. The average first accumulating snow occurs around Nov 19.
- **Governing Body Format:** The Village of Lemont is a Mayor-Council form of government with a strong mayor and six Village Trustees making up the Village Board. This body of Government will assume the responsibility for the adoption and implementation of this plan. The Village operates 7 departments including the Office of Administration, Building Department, Emergency Management Agency, Finance Department, Planning & Economic Development Department, Police Department, and Public Works Department. Lemont is part of the Lemont Fire Protection District.
- **Development Trends:** Residential Permit Trends - We continue to see improving construction trends. In 2013, we permitted 62 new homes vs. 51 in 2012. The value of all permitted construction in the Village was \$28 million in 2013, up from \$22.7 million in 2012. Lemont has a Comprehensive plan that was adopted in 2002 and presently being reviewed and updated.

### 55.3 CAPABILITY ASSESSMENT

The assessment of the jurisdiction's legal and regulatory capabilities is presented in Table 55-1. The assessment of the jurisdiction's fiscal capabilities is presented in Table 55-2. The assessment of the jurisdiction's administrative and technical capabilities is presented in Table 55-3. Information on the community's National Flood Insurance Program (NFIP) compliance is presented in Table 55-4. Classifications under various community mitigation programs are presented in Table 55-5.

**TABLE 55-1.  
LEGAL AND REGULATORY CAPABILITY**

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
<b>Codes, Ordinances &amp; Requirements</b>					
Building Code	Yes	No	No	Yes	Ch. 15 Code 1988 No date available
Zonings	Yes	No	No	Yes	(65 ILCS 5/) Illinois Municipal Code. Municipal Code 07-08 adopted: Feb. 25, 2008
Subdivisions	Yes	No	No	No	Adopted 09/13/10
Stormwater Management	Yes	No	Yes	Yes	Lemont has a Unified Development Ordinance which covers Storm Water Management. Municipal. Code 07-08 Adopted Feb. 25 <sup>th</sup> , 2008. The ordinance is updated at least annually
Post Disaster Recovery	No	No	No	No	
Real Estate Disclosure	No	No	No	Yes	(765 ILCS 77/) Residential Real Property Disclosure Act.
Growth Management	No	No	No	No	
Site Plan Review	No	No	No	No	
Public Health and Safety	No	No	Yes	Yes	Cook County Health Dept.
Environmental Protection	No	No	No	No	
<b>Planning Documents</b>					
General or Comprehensive Plan	Yes	No	No	No	The village is currently updating its Comprehensive plan through 2030.
	<i>Is the plan equipped to provide linkage to this mitigation plan?</i>				Yes, Plan will include land use, and redevelopment components.
Floodplain or Basin Plan	No	No	No	No	
Stormwater Plan	No	No	Yes	No	Regional Stormwater impacts are managed by MWRD. The Village lies within the Cal-Sag Channel watershed planning area of MWRD's comprehensive Stormwater Master Planning Program
Capital Improvement Plan	No	No	No	No	
	<i>What types of capital facilities does the plan address?</i>				N/A
	<i>How often is the plan revised/updated?</i>				N/A
Habitat Conservation Plan	No	No	Yes	No	The State is monitoring the Hines Emerald Dragon Fly project

<b>TABLE 55-1. LEGAL AND REGULATORY CAPABILITY</b>					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Economic Development Plan	Yes	No	Yes	Yes	The Village has a Planning and Economic Departments which assist business owners in applying for incentives including tax incentives offered through the Cook County 6b program.
Shoreline Management Plan	No	No	No	No	
<b>Response/Recovery Planning</b>					
Comprehensive Emergency Management Plan	Yes	Yes	Yes	No	Updating now Emergency Operations Plan (EOP)
Threat and Hazard Identification and Risk Assessment	No	No	Yes	No	Cook County DHSEM Preparing THIRA
Terrorism Plan	Yes	Yes	Yes	No	Village EOP
Post-Disaster Recovery Plan	Yes	Yes	Yes	No	Village EOP
Continuity of Operations Plan	Yes	Yes	Yes	No	Village EOP
Public Health Plans	No	No	Yes	No	Cook County DPH Point of Dispensing (POD)

<b>TABLE 55-2. FISCAL CAPABILITY</b>	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	No
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	No
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes

**TABLE 55-3.  
ADMINISTRATIVE AND TECHNICAL CAPABILITY**

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Economic Dept. Dept. Director, Planning Dept. Village Planner
Engineers or professionals trained in building or infrastructure construction practices	Yes	Contracted out.
Planners or engineers with an understanding of natural hazards	Yes	Contracted out.
Staff with training in benefit/cost analysis	Yes	Contracted out.
Surveyors	Yes	Contracted out.
Personnel skilled or trained in GIS applications	Yes	Cook County GIS Consortium
Scientist familiar with natural hazards in local area	No	
Emergency manager	Yes	Lemont Emergency Management Agency Director
Grant writers	Yes	Lemont Police Dept. Accreditation Manager/Grants

**TABLE 55-4.  
NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

What department is responsible for floodplain management in your jurisdiction?	Planning and Economic Development
Who is your jurisdiction's floodplain administrator? (department/position)	Planning and Economic Development Director by ordinance
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	August 19, 2008
When was the most recent Community Assistance Visit or Community Assistance Contact.	June 10, 2010
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	No
Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS Classification? If not, is your jurisdiction interested in joining the CRS program?	No

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	No
Building Code Effectiveness Grading Schedule	Yes	Unknown	Unknown
Public Protection	Yes	3/5	August 22,2005
StormReady	Yes	Unknown	June, 2013
Tree City USA	No	N/A	No

### 55.4 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 55-6 lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: 0
- Number of FEMA-Identified Severe Repetitive Loss Properties: 0
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: 0

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Tornado		3/27/91	Homes, trees, 300' Communications Tower down
Flooding		7/96	Street Flooding, Roads closed, Fire Station 1, Village Hall Basement, flooded,
Flooding	1729-031-42795	7/27/03	Street Flooding, Roads closed,
Severe Storm	1729-031-42795	9/20/07	Street Flooding, Roads closed
Hurricane Ike storm	1800-031-42795-00 DR-1800	9/15/08	Street Flooding, Roads closed Park Dist. Issues
Flooding	1935	7/19/2010	Subdivisions entrances were impassable, roadways thru town had issues
Snow Storm	031-42795	2/3/11	Subdivisions entrances were impassable, roadways thru town had issues

### 55.5 HAZARD RISK RANKING

Table 55-7 presents the ranking of the hazards of concern. Hazard area extent and location maps are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

Rank	Hazard Type	Risk Rating Score (Probability x Impact)
1	Severe Weather	54
2	Severe Weather Winter	54
3	Earthquake	32
4	Tornado	27
5	Flood	18
6	Drought	2
7	Dam Failure	0

### 55.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 55-8 lists the actions that make up the jurisdiction’s hazard mitigation plan. Table 55-9 identifies the priority for each action. Table 55-10 summarizes the mitigation actions by hazard of concern and the six mitigation types.

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline <sup>a</sup>
<b>Action L4.1</b> — Put in a ditch along Main St from Kotlin to Wheeler to relieve flooding on Main St.						
New and Existing	Flooding, Severe Weather	1,9,12	Village of Lemont	High	Bond, MWRD-Phase-II, FEMA grant	Long term
<b>Action L4.2</b> —Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses.						
Existing	All	7, 13	Village of Lemont	High	FEMA Hazard Mitigation Grants	Long-term (depending on funding)
<b>Action L4.3</b> —Continue to support the countywide actions identified in this plan.						
New and existing	All	All	Village of Lemont	Low	General Fund	Short- and long-term
<b>Action L4.4</b> —Actively participate in the plan maintenance strategy identified in this plan.						
New and existing	All	3, 4, 6	DHSEM, Village of Lemont	Low	General Fund	Short-term

**TABLE 55-8.  
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline <sup>a</sup>
<b>Action L4.5</b> —Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts.						
New and existing	Flooding	4, 6, 9	Village of Lemont	Low	General Fund	Short-term and ongoing
<b>Action L4.6</b> —Where feasible, implement a program to record high water marks following high-water events.						
New and existing	Flooding, Severe Weather	3, 6, 9	Village of Lemont	Medium	General Fund; FEMA Grant Funds (Public Assistance)	Long-term
<b>Action L4.7</b> —Integrate the hazard mitigation plan into other plans, programs, or resources that dictate land use or redevelopment most notable the on-going update to the Village’s comprehensive plan.						
New and existing	All	3, 4, 6, 10, 13	Village of Lemont	Low	General Fund	Short-term
<b>Action L4.8</b> —Consider the development and implementation of a Capital Improvements Program (CIP) to increase the Village’s regulatory, financial and technical capability to implement mitigation actions.						
New and existing	All	1, 2, 7	Public Works	High	CIP component of general fund (if implemented)	Long term

a. Ongoing indicates continuation of an action that is already in place. Short-term indicates implementation within five years. Long-term indicates implementation after five years.

**TABLE 55-9.  
MITIGATION STRATEGY PRIORITY SCHEDULE**

Action#	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Priority <sup>a</sup>
1	3	Yes	High	High	Yes	No	Medium
2	2	High	High	Yes	Yes	No	Medium
3	13	Medium	Low	Yes	No	Yes	High
4	3	Low	Low	Yes	Yes	Yes	High
5	3	Medium	Low	Yes	No	Yes	High
6	3	Medium	Low	Yes	Yes	No	Medium
7	5	Medium	Low	Yes	No	Yes	High
8	3	High	High	Yes	No	No	Medium

a. See Chapter 1 for explanation of priorities.

**TABLE 55-10.  
ANALYSIS OF MITIGATION ACTIONS**

Hazard Type	Action Addressing Hazard, by Mitigation Type <sup>a</sup>					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Dam Failure	N/A	N/A	N/A	N/A	N/A	N/A
Drought	4,7,8	2	3		3	
Earthquake	4,7,8	2	3		3	
Flood	4,5,6,7,8	2,5	3,5	5	3,5	1
Severe Weather	4,6,7,8	2	3		3	1
Severe Winter Weather	4,7,8	2	3		3	
Tornado	4,7,8	2	3		3	

a. See Chapter 1 for explanation of mitigation types.

**55.7 FUTURE NEEDS TO BETTER UNDERSTAND RISK/  
VULNERABILITY**

None at this time

**55.8 ADDITIONAL COMMENTS**

Logan St. Dam replaced. Completed 1996

New Ave. Culvert replaced Completed 1996. Since this replacement, flooding has been reduced.

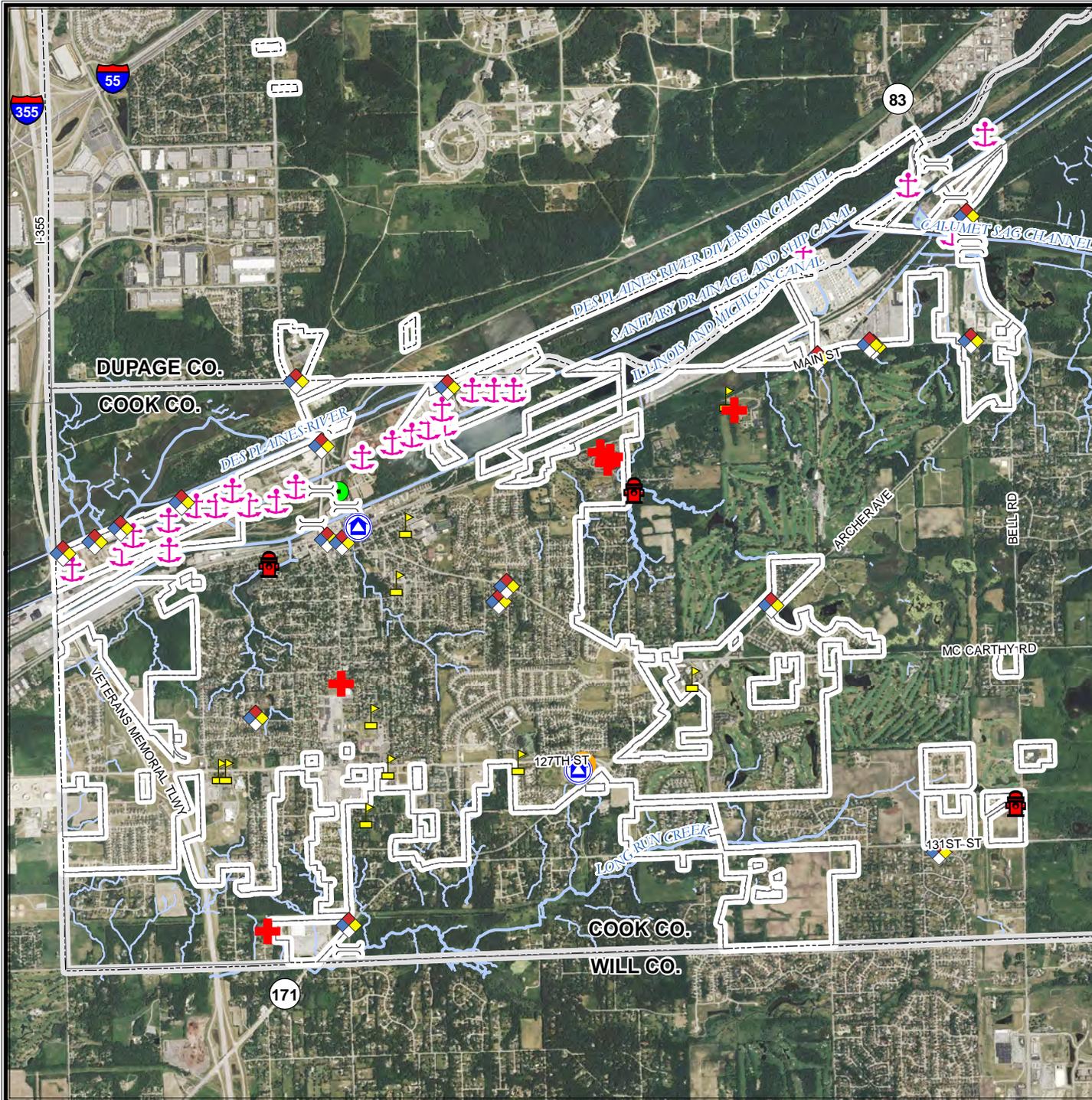
## **HAZUS-MH RISK ASSESSMENT RESULTS FOR LEMONT**

<b>LEMONT EXISTING CONDITIONS</b>	
2010 Population.....	16,000
Total Assessed Value of Structures and Contents .....	\$4,692,516,743
Area in 100-Year Floodplain .....	621.16 acres
Area in 500-Year Floodplain .....	631.64 acres
Number of Critical Facilities .....	70

<b>HAZARD EXPOSURE IN LEMONT</b>						
	Number Exposed		Value Exposed to Hazard			% of Total Assessed Value Exposed
	Population	Buildings	Structure	Contents	Total	
<b>Dam Failure</b>						
Buffalo Creek	0	0	\$0	\$0	<b>\$0</b>	0.00%
U. Salt Cr. #2	0	0	\$0	\$0	<b>\$0</b>	0.00%
Touhy	0	0	\$0	\$0	<b>\$0</b>	0.00%
U. Salt Cr. #3	0	0	\$0	\$0	<b>\$0</b>	0.00%
U. Salt Cr. #4	0	0	\$0	\$0	<b>\$0</b>	0.00%
<b>Flood</b>						
100-Year	36	11	\$15,130,048	\$15,199,490	<b>\$30,329,537</b>	0.65%
500-Year	39	12	\$15,383,027	\$15,325,979	<b>\$30,709,006</b>	0.65%
<b>Tornado</b>						
100-Year	—	—	\$542,793,200	\$433,057,330	<b>\$975,850,531</b>	20.80%
500-Year	—	—	\$824,631,810	\$594,311,730	<b>\$1,418,943,540</b>	30.24%

<b>ESTIMATED PROPERTY DAMAGE VALUES IN LEMONT</b>				
	Estimated Damage Associated with Hazard			% of Total Assessed Value Damaged
	Building	Contents	Total	
<b>Dam Failure</b>				
Buffalo Creek	\$0	\$0	<b>\$0</b>	0.00%
U. Salt Cr. #2	\$0	\$0	<b>\$0</b>	0.00%
Touhy	\$0	\$0	<b>\$0</b>	0.00%
U. Salt Cr. #3	\$0	\$0	<b>\$0</b>	0.00%
U. Salt Cr. #4	\$0	\$0	<b>\$0</b>	0.00%
<b>Earthquake</b>				
1909 Historical Event	\$162,953,888	\$51,958,507	<b>\$214,912,395</b>	4.58%
<b>Flood</b>				
10-Year	\$92,536	\$281,352	<b>\$373,888</b>	0.01%
100-Year	\$120,815	\$454,519	<b>\$575,334</b>	0.01%
500-Year	\$194,321	\$502,267	<b>\$696,588</b>	0.01%
<b>Tornado</b>				
100-Year	\$54,279,320	\$43,305,733	<b>\$97,585,053</b>	2.08%
500-Year	\$120,396,244	\$86,769,513	<b>\$207,165,757</b>	4.41%

# **HAZARD MAPPING FOR LEMONT**

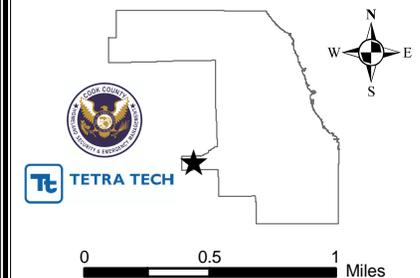


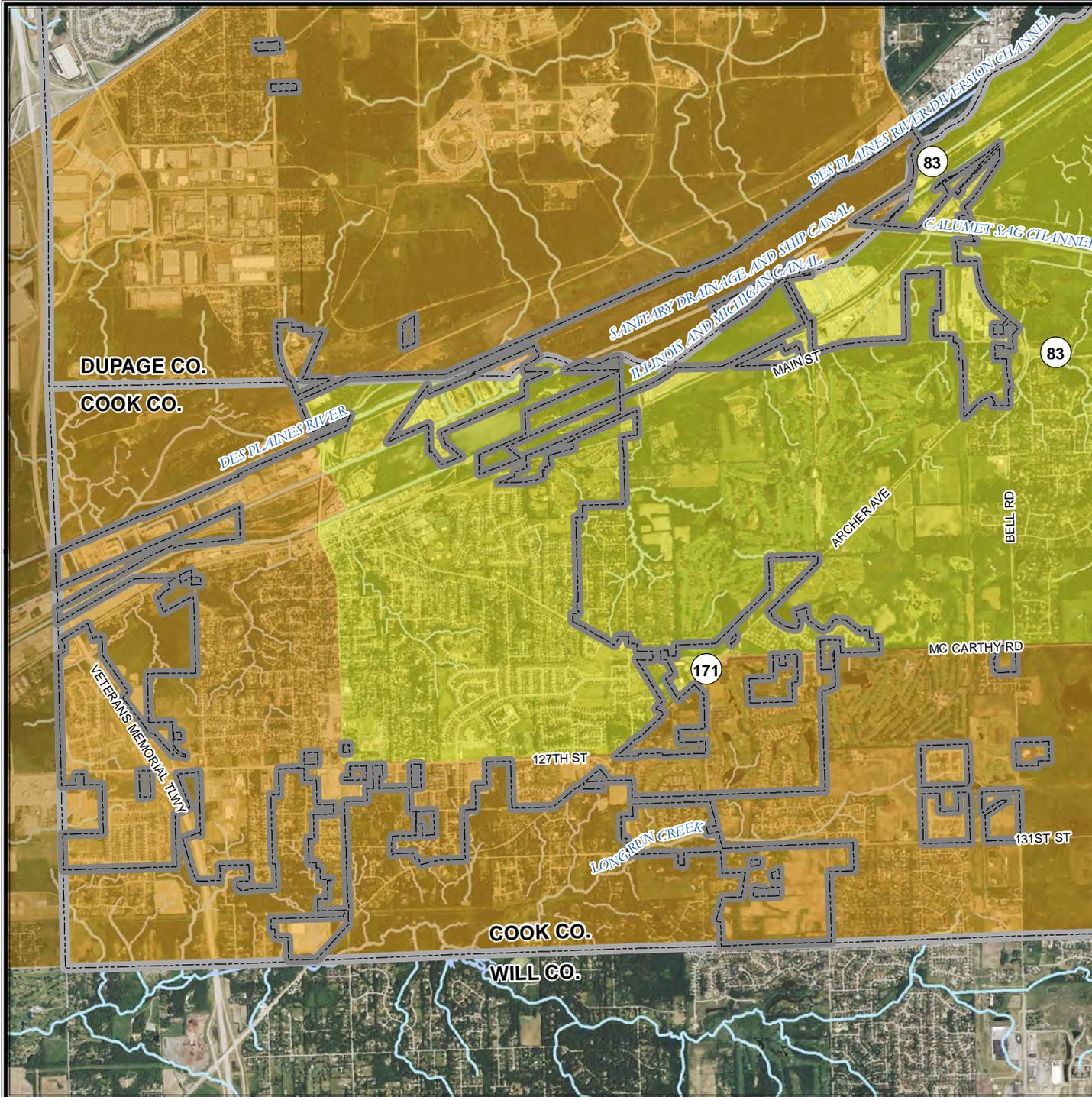
# VILLAGE OF LEMONT

## Critical Facilities

- Airport Facility
- Bus Facility
- Dams
- Emergency Operations Center
- Fire Station Facility
- Hazardous Materials
- Highway Bridge
- Light Rail Bridge
- Medical Care Facility
- Military
- Oil Facility
- Police Station Facility
- Port Facility
- Potable Water Facility
- Rail Facility
- Railway Bridge
- School Facility
- Light Rail Facility
- Other Facility

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF LEMONT

## Illinois Historical 1909 Earthquake

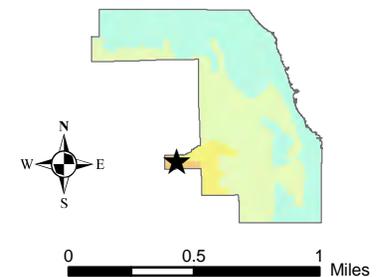
### Modified Mercalli Intensity

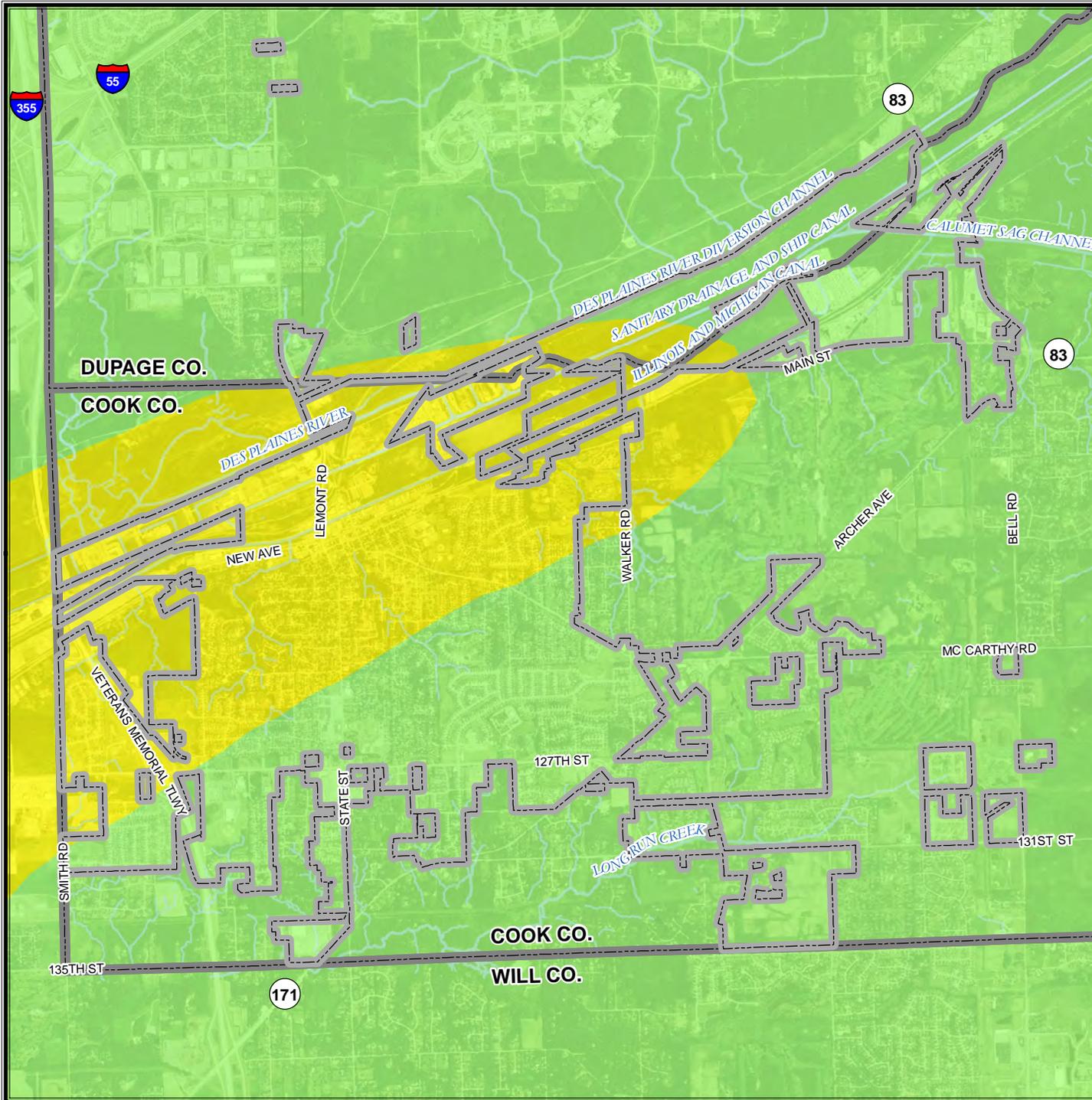
- I (Not Felt)
- II-III (Weak)
- IV (Light)
- V (Moderate)
- VI (Strong)
- VII (Very Strong)
- VIII (Severe)
- IX (Violent)
- X+ (Extreme)

Event Date of May 26, 1909. Original magnitude of 5.0; increased magnitude for analysis of 6.0. Depth: 10 km. Epicenter Lat/Long: 41.6N 88.1W

An Epicenter Map is derived from a database of historical earthquakes developed from three sources (Composite Earthquake Catalog, 2002, Earthquake Data Base, 2002, and Earthquake Seismicity Catalog, 1996). The database has been sorted to remove historical earthquakes with magnitudes less than 5.0. The Epicenter Map is based on a historical earthquake epicenter, selected from the database.

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF LEMONT

## National Earthquake Hazard Reduction Program (NEHRP) Soil Classification

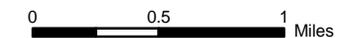
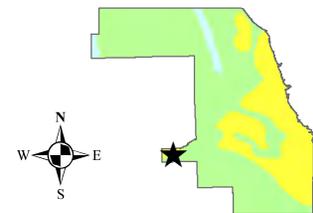
### Site Class

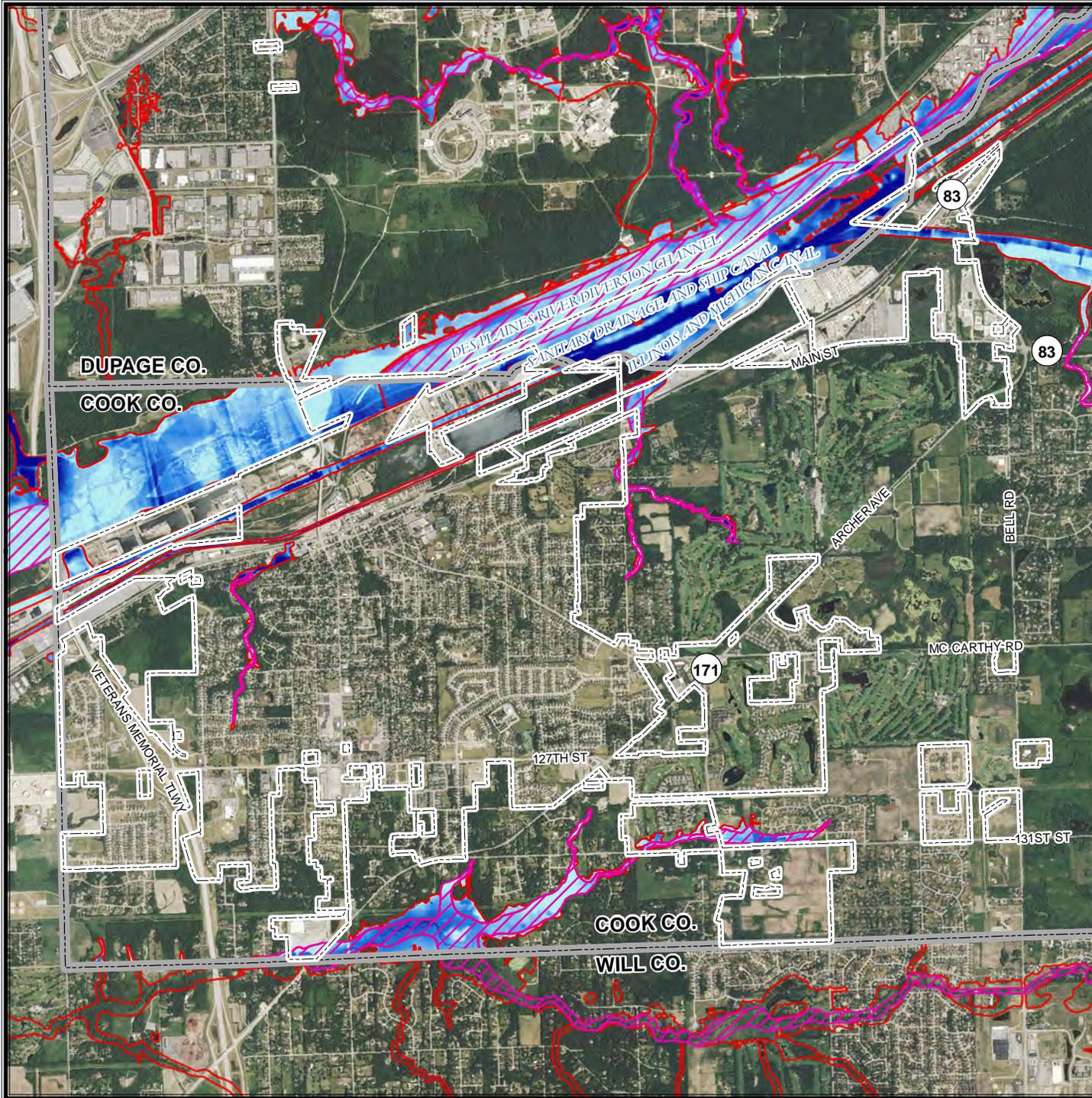
- A - Hard Rock
- B - Rock
- C - Very Dense Soil, Soft Rock
- D - Stiff Soil
- E - Soft Soil
- F - Site-Specific Evaluation

Soil classification data provided by the Illinois State Geological Society.

The procedures outlined in the NEHRP provisions (Building Seismic Safety Council, 2004) and the 2003 International Building Codes (International Code Council, 2002) were followed to produce the soil site class maps. Central U.S. Earthquake Consortium (CUSEC) State Geologists used the entire column of soil material down to bedrock and did not include any bedrock in the calculation of the average shear wave velocity for the column, since it is the soil column and the difference in shear wave velocity of the soils in comparison to the bedrock which influences much of the amplification.

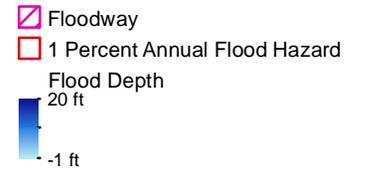
Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF LEMONT

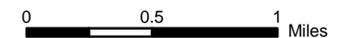
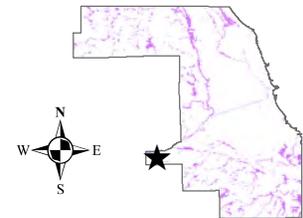
## FEMA DFIRM Flood Hazard Areas

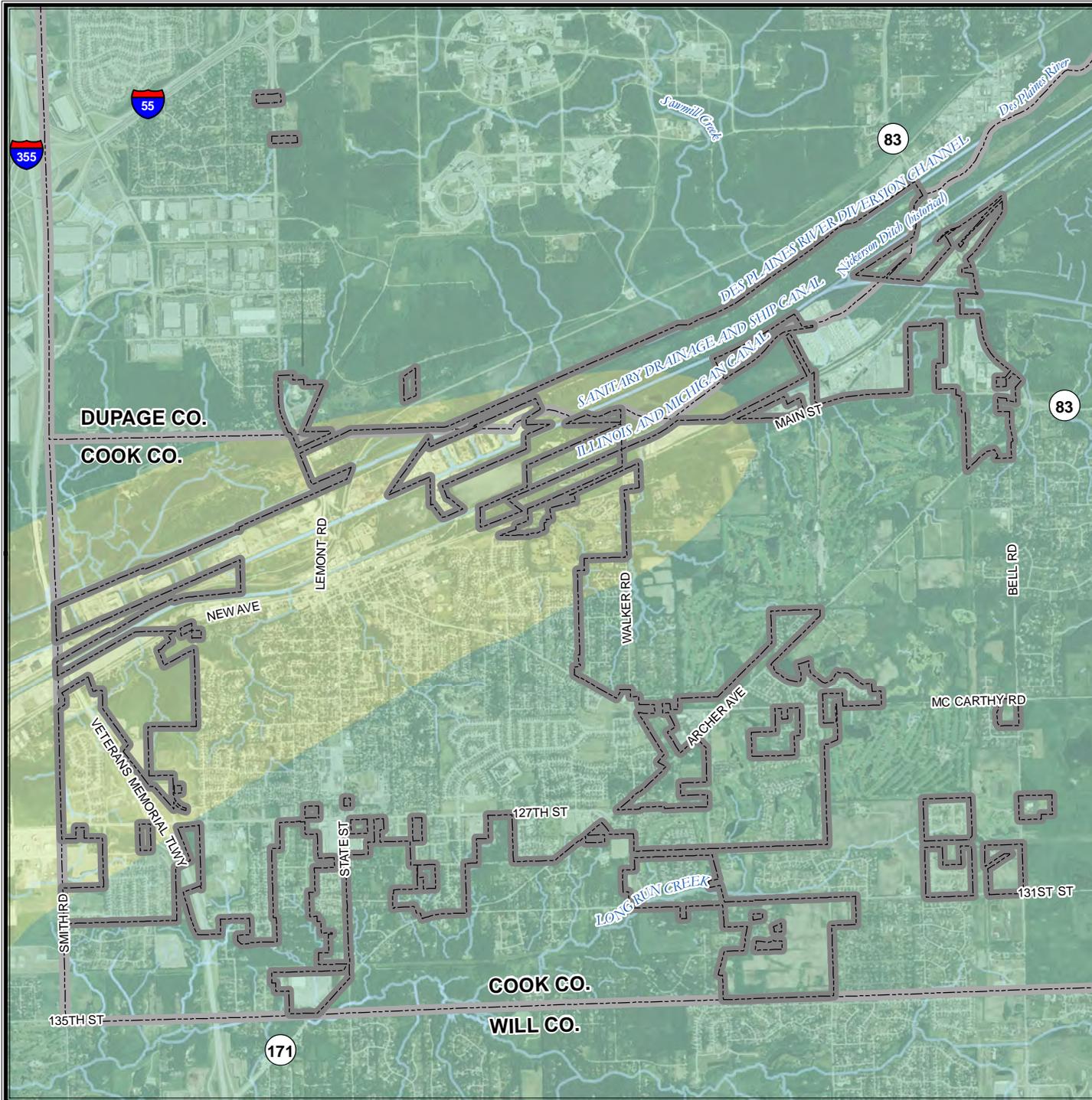


Flood hazard areas as depicted on FEMA Digital Flood Insurance Rate Maps (DFIRM). Draft DFIRM data for areas within DuPage County provided by the Illinois State Water Survey. Preliminary DFIRM data for areas within Will County provided by the Illinois State Water Survey.

The 1 percent annual flood hazard is

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF LEMONT

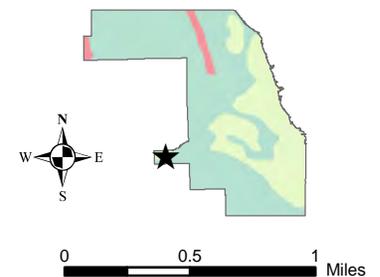
## Liquefaction Susceptibility

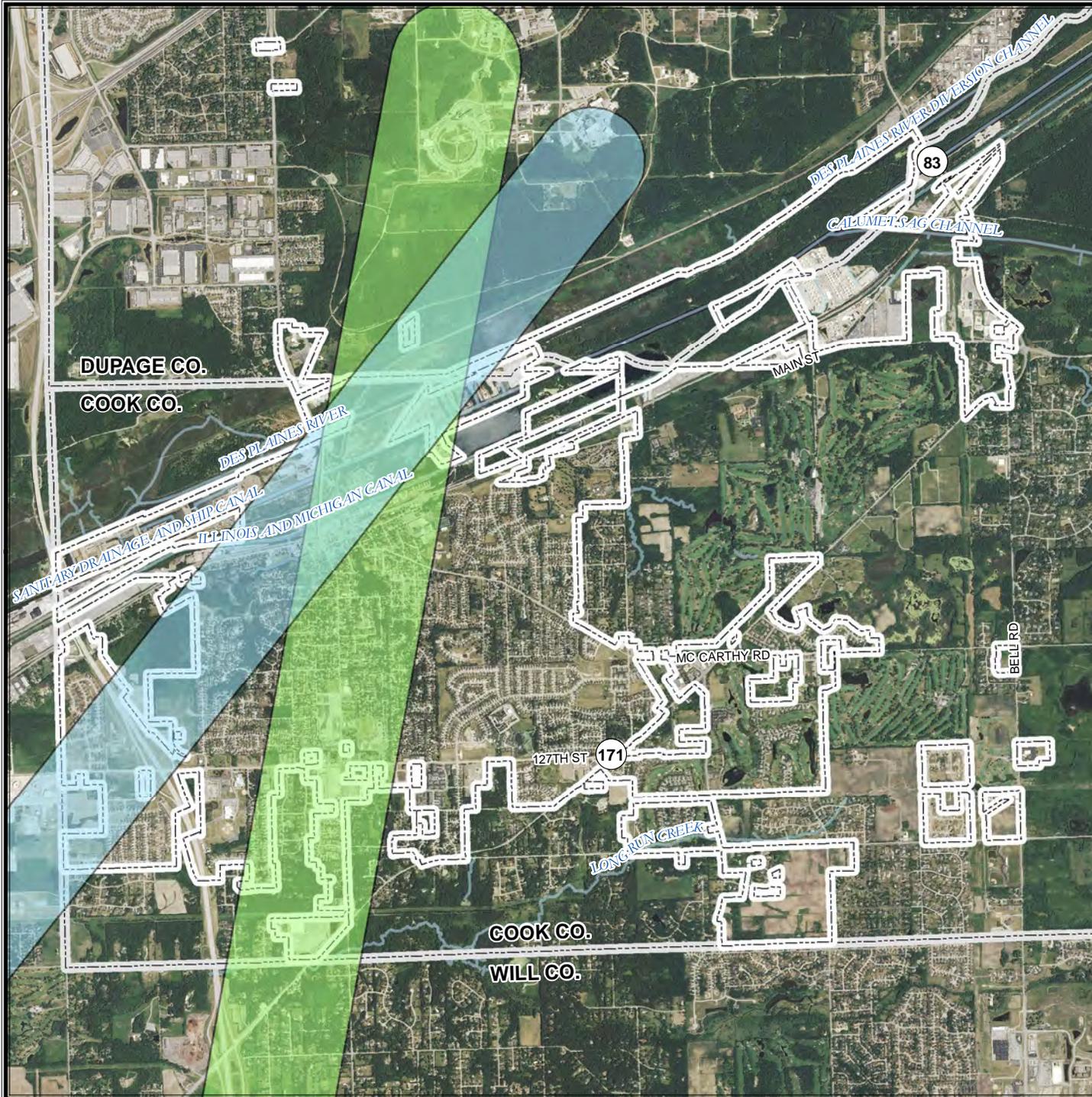
Susceptible		Not Susceptible	
<span style="display:inline-block; width:15px; height:15px; background-color:red;"></span> High	<span style="display:inline-block; width:15px; height:15px; background-color:lightgrey;"></span> Bedrock	<span style="display:inline-block; width:15px; height:15px; background-color:tan;"></span> Peat	<span style="display:inline-block; width:15px; height:15px; background-color:lightblue;"></span> Water
<span style="display:inline-block; width:15px; height:15px; background-color:orange;"></span> Moderate to High	<span style="display:inline-block; width:15px; height:15px; background-color:lightblue;"></span> Water	<span style="display:inline-block; width:15px; height:15px; background-color:lightgrey;"></span> Ice	
<span style="display:inline-block; width:15px; height:15px; background-color:yellow;"></span> Moderate			
<span style="display:inline-block; width:15px; height:15px; background-color:lightgreen;"></span> Low to Moderate			
<span style="display:inline-block; width:15px; height:15px; background-color:mediumgreen;"></span> Low			
<span style="display:inline-block; width:15px; height:15px; background-color:dimgreen;"></span> Very Low to Low			
<span style="display:inline-block; width:15px; height:15px; background-color:darkgreen;"></span> Very Low			

Liquefaction data provided by the Illinois State Geological Society. Liquefaction data based on the Youd and Perkins (1978) method.

A liquefaction susceptibility map provides an estimate of the likelihood that soil will liquefy as a result of earthquake shaking. This type of map depicts the relative susceptibility in a range that varies from very low to high. Areas underlain by bedrock or peat are mapped separately as these earth materials are not liquefiable, although peat deposits may be subject to permanent ground deformation caused by earthquake shaking.

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF LEMONT

## 100- and 500-Year Tornado Events

- 100-Year Modeled Tornado Event (F4) ■
- 500-Year Modeled Tornado Event (F5) ■

The 100- and 500-year events have been modeled based on fifty-nine years of tornado data for Cook County. The wind speeds, widths, lengths, and direction for each event were developed using existing historical tornado data. The simulated storms and their corresponding losses within this jurisdiction were used to determine the 100- and 500-year economic loss event.

Base Map Data Sources:  
Cook County, U.S. Geological Survey

