

**VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING**

**NOVEMBER 19, 2012 – 7:00 P.M.
LEMONT POLICE DEPARTMENT
14600 127TH ST.**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. UNFINISHED BUSINESS**
- IV. DISCUSSION ITEMS**
 - A. KETTERING (GLEN OAK ESTATES) AMENDED ANNEXATION AGREEMENT
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - B. LANDMARK NOMINATION FOR ST. MATTHEW'S CHURCH
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - C. FAÇADE GRANTS – SWEETWATER DELI AND OTTO BRANDT WINES
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - D. REZONING OF SE CORNER, 131ST ST. AND PARKER RD (PARADISE PARK)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - E. UDO AMENDMENTS**
 - 1. UDO - SIGN AMENDMENTS**
 - 2. UDO – OTHER AMENDMENTS
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - F. MAGNOLIA HOUSE, 1 POVALISH COURT
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - G. FY 12/13 SIX MONTH BUDGET REVIEW
(ADMIN./FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)**
- V. NEW BUSINESS**
- VI. AUDIENCE PARTICIPATION**
- VII. ADJOURN**



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #121-12

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

THRU

SUBJECT: Kettering (Glen Oak Estates) Amended Annexation Agreement

DATE: 14 November 2012

SUMMARY

Following two years of negotiations, a complete and—staff hopes—final amended annexation agreement draft for the development of 131 acres at the southwest corner of 131st Street and Parker Road is ready for Village Board review. The amended annexation agreement draft drastically alters the land plan, landscaping, and engineering for the development. In return for the preservation of open space and oak trees, certain zoning and fee concessions would be made by the Village. The name of the development also changes: instead of Glen Oak Estates, it is to be known as “Kettering.”

NAME CHANGE

The developer feels the name of the development, Glen Oak Estates, presents an outdated ring for marketing. The name “Kettering” was selected to replace Glen Oak Estates in all references to the development. Kettering was selected in part because of the property was once owned by the Kettering family, and until a decade ago a substantial limestone house referred to as “the Kettering mansion” stood on the property.

REVIEW OF EVENTS LEADING TO DRAFT

The following outline offers a review of recent events leading up to the presentation of the draft amended annexation agreement to the COW:

August 13, 2007 Village Board approves annexation, annexation agreement, rezoning and PUD approval for the development of approximately 131 acres at the southwest corner of 131st Street and Parker Road. The approvals follow a decade of contentious public hearings and meetings on various development proposals for the territory. The approvals grant development rights for 250 single-family homes on the territory.

August 2007 – October 2010 In the three years following the Village Board approvals, the housing market collapses, the property is sold to a new developer, and the Village discovers that benchmarks used in the preparation of the site's engineering plans were inaccurate.

November 2010 Following discussions between Planning & Economic Development Department and the developer on the desirability of a new land plan for the site, a stakeholder meeting is held. Residents who had previously been vocal in expressing concerns over the development of the territory are invited to the meeting. At the meeting department staff, with the assistance of a consultant, present options and benefits for a re-designed site plan. Response to the concept of a site design with smaller lots and more open space are favorable.

December 2010 – May 2011 Staff and developer begin negotiations on re-design of the approved site plans. Goals are to create more open space and preserve two stands of oak trees on the territory, and improve stormwater management. Several concept plans are reviewed.

May 18, 2011. The Planning & Zoning Commission conducts a well-attended and lengthy public hearing on a new site plan. Public comment is mixed, with several expressing concerns over small lot sizes, traffic, and drainage. Other comment was favorable on a re-design featuring more open space and improved storm water management.

June 11, 2011. The COW reviewed the site plan and record of the public hearing.

July 25, 2011. The Village Board conducted a public hearing on the amended annexation agreement that included revised plans for more open space and circa 241 single-family homes.

October 17, 2011. The COW reviewed a revised draft amended annexation agreement. The revisions prepared by staff were based on comments from the public and the Village Board.

October 2011 – August 2012. Staff and developer continue to negotiate on language in the amended annexation agreement, particularly the exhibit concerning native landscaping.

August 20, 2012. The COW again reviews the status of the amended annexation agreement and offers guidance for staff.

August-November 2012. Final negotiating discussions with staff and developer occur. A "final" draft is prepared and forwarded to the developer. Developer and staff are now in agreement on language and exhibits (except engineering—see below).

STATUS OF EXHIBITS

While the text of the amended annexation agreement is almost finished, staff is still awaiting final revisions to the exhibits. These revisions include a new set of all plans with title including "Kettering." A full set of engineering plans have yet to be received and reviewed by the Village.

NEXT STEPS

The draft amended annexation agreement is attached. It is presented in the Microsoft Word format that allows one to see the changes and deletions to the draft. Additional changes, if proposed by the COW, would again need to be forwarded to the developer. Some portions of the text cannot be completed and/or will need to change upon submission of exhibits (e.g. revision dates of exhibits, lot numbers). Once staff has all the exhibits we will assemble the text agreement with exhibits and forward to the developer for final review and signature. Once signature on the agreement has been obtained, the item will be placed on the Village Board agenda for final review and approval. Staff anticipates such placement on the Village Board agenda could come as early as the November 26th meeting.

ATTACHMENT

Draft amended annexation agreement
Exhibit – site plan
Exhibit – Fee schedule

AMENDED AND RESTATED ANNEXATION AGREEMENT
~~GLEN OAK ESTATES~~KETTERING

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble to Amended and Restated Annexation Agreement
I	Definitions
II	Amended and Restated Annexation Agreement
III	Zoning, Land Use, and Development
IV	Fees, Permits, and Occupancy
V	Construction of Public Improvements
VI	Required Improvements
VII	Dedication and Construction of Streets
VIII	Financial Assurances for Site Improvements
IX	Maintenance of Improvements and Common Areas
X	Damage to Public Improvements
XI	Land and Cash Contributions
XII	Donation and Acceptance of Open Areas and Detention Areas
XIII	Easements and Utilities
XIV	Government Interests Served
XV	Special Service Area
XVI	Approval of Plans
XVII	Binding Effect and Term of Covenants Running with the Land
XVIII	Notices
XIX	Security Interests
XX	Warranties and Representation
XXI	Continuity of Obligations

XXII	No Waiver or Relinquishment of Right to Enforce Agreement
XXIII	Village Approval or Direction
XXIV	Singular and Plural
XXV	Section Headings and Sub-Headings
XXVI	Recording
XXVII	Authorization to Execute
XXVIII	Amendments
XXIX	Counterparts
XXX	Curing Default
XXXI	Conflict Between Text and Exhibits
XXXII	Severability
XXXIII	Reimbursement to Village for Legal and Other Fees/Expenses
XXXIV	Execution of Agreement
XXXV	Notary Certificates

<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description
B	Conceptual Neighborhood Plan, prepared by Teska Associates, Inc., and dated October 10, 2011
C	Conceptual Landscape Plan, prepared by Teska Associates, Inc., and dated October 10, 2011
D	Preliminary Engineering Plan, prepared by Branecki-Virgilio & Associates, XX sheets, and [INSERT DATE]
E	Preliminary Engineering Plans for Derby Rd and Parker Rd, prepared by Branecki-Virgilio & Associates, XX sheets, dated [INSERT DATE]

F Natural Areas Establishment Provisions

G Cash Contributions Schedule

Comment [JMS1]: Double check Exhibit references with Text and Table of Contents.

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PREAMBLE TO
AMENDED AND RESTATED ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED ANNEXATION AGREEMENT (hereinafter referred to as “AGREEMENT”), is made and entered into this ___ day of _____, 2012, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as “VILLAGE”), and ~~Glen Oak Estates~~ Kettering, LLC (hereinafter referred to as “OWNER”). The VILLAGE and the OWNER are hereinafter sometimes referred to individually as a “PARTY” and collectively as the “PARTIES”; and,

WHEREAS, the OWNER is the owner of record of the real estate (hereinafter referred to as the “TERRITORY”), comprising approximately 131.14 acres, the legal description of which is attached hereto and made part hereof as **Exhibit A**; and

WHEREAS, the OWNER and the VILLAGE agree that they will be bound by the terms of this AGREEMENT; and

WHEREAS, the TERRITORY was previously annexed and identified as the TERRITORY pursuant to a certain Annexation Agreement dated August 13, 2007, (the “2007 Annexation Agreement”) as Ordinance O-62-07 and recorded as Document No. 0812615144 with the Cook County Recorder of Deeds; and

WHEREAS, the 2007 Annexation Agreement was amended on September 13, 2010 (“2010 First Amendments to the Annexation Agreement”) as Ordinance O-68-10 and recorded as Document No. 1026718036 with the Cook County Recorder of Deeds; and

WHEREAS, the VILLAGE and OWNER are desirous of amending the 2007 Annexation Agreement and the 2010 First Amendments to the Annexation Agreement regarding the development and use of the TERRITORY; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1 et. seq.), the Corporate Authorities of the VILLAGE has taken all steps legally required, including but not necessarily limited to, providing notice and a public hearing regarding the proposed Amendment to the 2007 Annexation Agreement and the First Amendments to the Annexation Agreement; and

WHEREAS, the OWNER desires that the TERRITORY and development henceforth be known as “Kettering;”

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the PARTIES agree as follows:

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I

DEFINITIONS

Except as modified herein, the Definitions set forth in this AGREEMENT shall apply.

BUILDING CODE Title 15 of the Lemont, Illinois Municipal Code and any other applicable codes governing the erection and maintenance of buildings.

COMMON AREA A parcel of land or an area of water, or combination thereof, and any improvements thereon, within a designated development tract (such as a subdivision) which is designed for common use or benefit and not reserved for the exclusive use or benefit of an individual tenant or owner. Examples of common areas include, but are not limited to: green open spaces, parking lots, and pedestrian walkways.

FINAL ENGINEERING PLAN A plan, signed and sealed by a licensed professional engineer registered in the state of Illinois that meets the requirements for a final engineering plan in the Unified Development Ordinance. A final engineering plan depicts all public and private support facilities including, but not limited to: roads, sidewalks, drainage ditches, culverts and water retention areas, sanitary sewers, storm sewers, water supply lines, and illumination.

FINAL LANDSCAPING PLAN A plan, signed and sealed by a registered landscape architect that meets the requirements for a final landscape plan in the Unified Development Ordinance.

FINAL PLAT A plat of all or a portion of a subdivision or site plan that is presented to the VILLAGE for final approval.

PLAT A document, prepared by a registered surveyor or engineer that delineates a tract of land, showing the boundaries and locations of individual properties and streets.

PROPERTY A lot, parcel, tract or plot of land together with the buildings and structures thereon.

PUBLIC IMPROVEMENT Any improvement, facility, or service together with its associated site or right-of-way necessary to provide transportation, drainage, storm water management, public or private utilities, energy, or other essential services, or landscaping as indicated on the plans attached to this AGREEMENT.

UNIFIED DEVELOPMENT ORDINANCE (“UDO”) Title 17 of the Lemont, Illinois Municipal Code.

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II

AMENDED AND RESTATED ANNEXATION AGREEMENT

The provisions set forth in the preamble above are incorporated into and made a part of this AGREEMENT. The provisions of this AGREEMENT shall amend and supersede the provisions of the 2007 Annexation Agreement and the 2010 First Amendments to the Annexation Agreement in their entirety, it being the express intention of the PARTIES that the PARTIES' entire obligations as they relate to the TERRITORY are contained within this AGREEMENT, and that from and after the date hereof, no provision of the 2007 Annexation Agreement and the 2010 First Amendments to the Annexation Agreement shall be applicable to, or binding upon, the PARTIES or the TERRITORY. No portion of the TERRITORY shall be disconnected from the VILLAGE without the prior written consent of its Corporate Authorities.

III

ZONING, LAND USE, AND DEVELOPMENT

Zoning. The TERRITORY shall retain its current zoning of R-4 PUD and shall be developed for exclusively single-family detached residences.

Development Plans. The TERRITORY shall be developed in substantial accordance with PUD Final Plans/Plats that shall be submitted to and approved by the VILLAGE in accordance with the Unified Development Ordinance. The PUD Final Plans/Plats shall retain the design characteristics, and shall be in substantial compliance with the PUD Preliminary Plan/Plat. Said PUD Preliminary Plan/Plat consists of the following:

~~Glen Oak Estates~~**Kettering** Conceptual Neighborhood Plan, prepared by Teska Associates, Inc., and dated October 10, 2011, attached hereto and incorporated herein as Exhibit B; and

~~Glen Oak Estates~~**Kettering** Conceptual Landscape Plan, prepared by Teska Associates, Inc. and dated October 10, 2011, attached hereto and incorporated herein as Exhibit C; and

Preliminary Engineering Plans, prepared by Branecki-Virgilio & Associates and dated **[INSERT DATE OF REVISED PLANS]**, attached hereto and incorporated herein as Exhibit D.

Preliminary Engineering Plans for Parker Rd and Derby Rd, prepared by Branecki-Virgilio & Associates and dated **[INSERT DATE]**, attached hereto and incorporated herein as Exhibit E.

Agricultural Use. The TERRITORY is being used at the present time for agriculture. Notwithstanding any provision of the VILLAGE'S Unified Development Ordinance which may

1 conflict with the current use of the TERRITORY , the OWNER shall be permitted to continue
2 the agricultural use of any part or portion of the TERRITORY , with the exception of areas
3 depicted as “Woodlands to be Preserved” on Exhibit C. For the areas that are to be dedicated to
4 the VILLAGE, the agricultural use shall cease at any time, in the VILLAGE’s sole discretion,
5 after the dedication of those areas to the VILLAGE.
6

7 **Woodland Preservation.** It is acknowledged and agreed that the trees in the areas
8 identified as “Woodlands to be Preserved” on the Preliminary PUD Plan/Plat, to the fullest
9 extent possible, shall not be removed, destroyed, or harmed at any time during the development
10 of the TERRITORY unless express consent for such removal or destruction is granted by the
11 VILLAGE. Notwithstanding the above, it is acknowledged and agreed that some of the trees in
12 said “Woodlands to be Preserved” area may be lost due to mass grading activities on adjacent
13 areas, installation of detention areas, installation of utility infrastructure, or other necessary site
14 development activities. The OWNER agrees to identify trees in said “Woodlands to be
15 Preserved” areas that may be in danger of harm or destruction due to construction activities and
16 for such trees agrees to follow tree protection measures as described in §17.20.130.C of the
17 Unified Development Ordinance.
18

19 **Potential Future Modifications.** It is agreed and acknowledged that the TERRITORY
20 is planned to be developed for two hundred forty-one (241) lots as depicted on the exhibits
21 described in this section. ~~Notwithstanding the foregoing, it is agreed and acknowledged that the~~
22 ~~OWNER has the legal right, per the previously approved Annexation Agreement, and retains the~~
23 ~~legal right, to construct a maximum of two hundred fifty (250) single family residences on the~~
24 ~~TERRITORY.~~ The Final Plans/Plats shall remain in substantial compliance with the Preliminary
25 Plans/Plats ~~and Exhibit B;~~ ~~yet however,~~ the OWNER shall have the allowances for minor land
26 plan modifications to make adjustments to lot sizes and lot configurations. Notwithstanding the
27 foregoing:
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29
30 A. _____ No open space corridors, open space buffers, oak woodland
31 preserves, detention areas, existing wetlands, neighborhood commons, or the
32 entry roundabout as depicted on Exhibit B shall be reduced to accommodate
33 additional lots or units; and
34

35 ~~B.~~ _____ All lots shall have a lot width of at least sixty (60) feet; and
36

37 ~~B.~~ _____ The number of lots with a lot width of less than seventy-four (74) feet shall not
38 exceed seventy-one (71) lots; and
39

40 C. _____
41

42 D. _____ Lots 1-48 as depicted on Exhibit B shall each retain a minimum lot
43 width of ninety (90) feet and a minimum lot area of twelve thousand one hundred
44 fifty (12,150) square feet; and
45

46 E. _____ Lots 108-126 as depicted on Exhibit B shall each retain a
47 minimum lot width of ninety (90) feet and a minimum lot area of twelve thousand
48 one hundred fifty (12,150) square feet; and

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2 F. _____ The number of lots directly accessed from Derby Road, i.e. lots
3 108-126, shall not exceed nineteen (19) lots.
4

5 **UDO Standards.** With respect to the development of the TERRITORY, the PARTIES
6 agree that in any case where the standards of the UDO now or hereafter conflict with the
7 standards of this AGREEMENT, the standards of this AGREEMENT shall govern. The
8 PARTIES agree that the standards of this AGREEMENT shall govern with respect to
9 development of the TERRITORY in any case in which there are no applicable standards
10 provided in the UDO. In any case in which the UDO contains applicable standards that do not
11 conflict with the standards of this AGREEMENT, the standards of the UDO shall govern with
12 respect to the development of the TERRITORY.
13

14 **UDO Exceptions.** The Planned Unit Development Ordinance makes provision for
15 exceptions to the requirements of the UDO in order to promote and allow innovation and
16 flexibility of design in keeping with the public interest and welfare. It is understood that the
17 ample open space, tree preservation, use of native plants in the landscape plan, naturalized
18 detention, Parker Road bike path are among the features that are of public interest and welfare.
19 As provided for in Chapter 17.08 (Planned Unit Developments) of the Unified Development
20 Ordinance, the VILLAGE has deemed it appropriate to approve the following selected
21 exceptions as part of the Planned Unit Development for ~~Glen Oak Estates~~ Kettering:
22

23 Lot sizes and setback requirements shall be as indicated on Exhibit B; and

24 Turning radii for internal streets shall be as depicted on Exhibits B and D; and

25 The street profile for the Parker Road right-of-way shall be as depicted on Exhibit
26 E. Furthermore, the construction of the four (4) foot wide shoulders constructed
27 on each side of the travel lanes for Parker Road (as shown in Exhibit E) must be
28 constructed uniformly and of the same materials.

29 Detention area “bounce” (high water level to normal water level) shall be as noted
30 on Exhibit D with an anticipated maximum “bounce” of 6.5 feet.
31

32 **Phasing.** The TERRITORY shall be developed in at least four (4) but not more than
33 eight (8) phases. The first phase, i.e. Phase One, shall include approximately twenty-three (23)
34 single-family detached residences. All other phases shall include at least twenty-five single-
35 family detached residences. The OWNER shall submit an application for PUD Final Plan/Plat
36 approval for each phase. Said application shall include all applicable documents, to include final
37 engineering plans, for each Final Plan/Plat approval as required by the Unified Development
38 Ordinance, with the exception of impact and annexation fees. The final engineering plans shall
39 demonstrate that the storm water management for the phase will be able to function independent
40 of any unbuilt phases or unbuilt site improvements. **No site development, except for the**
41 **clearing of vegetation from land, shall begin on the second phase, i.e. Phase Two, or any**
42 **subsequent phases until at least seventy-five percent (75%) of the lots in the Phase One**
43 **have been sold or are under contract for sale. Likewise, no site development, except for**
44 **the clearing of vegetation from land, shall begin on the third phase, i.e. Phase Three, or any**
45 **subsequent phases until at least seventy-five percent (75%) of the lots in Phase Two have**
46 **been sold or are under contract for sale.**

1 permit unconditionally within five (5) business days after satisfaction by the OWNER of
2 specified conditions.

3
4 **Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy shall
5 only be issued by the VILLAGE between November 1st of any year and May 1st of any
6 subsequent year when adverse weather conditions do not permit outside painting, landscaping,
7 driveway construction or final grading of individual homes, appurtenances or lots. Temporary
8 certificates of occupancy may be issued by the VILLAGE, in its sole discretion, for any finished
9 home or structure, which is not otherwise completely finished as heretofore provided, provided
10 that: (i) said finished part or portion is designed for or capable of separate use or occupancy; and
11 (ii) such part or portion is safe for the use and occupancy intended; and (iii) sewer, water, and
12 streets are properly installed in and to the home or structure.

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15 **V**

16 **CONSTRUCTION OF PUBLIC IMPROVEMENTS**

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19 **Timing of Construction.** After the execution of this AGREEMENT and prior to
20 final subdivision plat approval for any phase of development, the OWNER, at its option and sole
21 risk, may commence extension of utilities and mass grading. Prior to any grading of the
22 TERRITORY, the OWNER shall submit for VILLAGE approval, a mass grading plan and soil
23 erosion and sediment control plan that adhere to the provisions of Article IV (Site Development)
24 of the UDO. The OWNER waives any and all claims it may have to assert a “vested rights”
25 claim or lawsuits against the VILLAGE as a result of expenditures made in the performance of
26 grading or other improvements to the TERRITORY allowed hereunder prior to final engineering
27 approval in the event final engineering requires revision to work already performed. Any such
28 work and expenditures are done at the risk of the OWNER knowing that final plat of subdivision
29 approval may be delayed or change final grading and utility plans. The OWNER shall file with
30 the VILLAGE a letter of credit, or other cash deposit, as set forth in Article VIII of this
31 AGREEMENT to secure seeding and restoration of the site in accordance with the mass grading
32 plan.

33
34 **“As Built” Plans.** The OWNER, at the OWNER’s own cost, agrees to provide the
35 VILLAGE “as built” engineering plans and specifications upon substantial completion of the
36 public improvements or at the request of the VILLAGE Engineer but in no event later than the
37 time required by the UDO as amended. Said “As Built” plans shall be delivered to the
38 VILLAGE in paper format as well as electronic CAD format suitable to and approved by the
39 VILLAGE.

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41 **Debris.** The OWNER agrees not to let debris or excessive construction waste
42 accumulate on the TERRITORY.

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45 **VI**

46 **REQUIRED IMPROVEMENTS**

1 **FPA Amendment.** The VILLAGE shall apply for, and endeavor to obtain, a Chicago
2 Metropolitan Agency for Planning (CMAP) Facility Planning Area (FPA) Boundary
3 Amendment, to transfer approximately 25.1 acres of the TERRITORY from the Illinois
4 American FPA to the MWRDGC FPA. The OWNER shall reasonably assist the VILLAGE in
5 applying for the above stated FPA Amendment. Failure to obtain a CMAP FPA Amendment
6 shall not, in any way, be considered a default or a breach of this AGREEMENT nor shall such
7 failure to obtain a CMAP FPA Amendment discharge the PARTIES from their obligations set
8 forth in this AGREEMENT.

9 **Village Assistance.** The VILLAGE will assist OWNER in the application for any and all
10 necessary Metropolitan Water Reclamation District Permits and seek the approval of other
11 governmental agencies including, but not limited to, adjoining municipalities to allow connection
12 to its existing storm sewer system.

13
14 **Water Supply.** The OWNER shall construct and install at OWNER'S expense all
15 necessary water mains to service the TERRITORY. All water mains shall be constructed and
16 installed in accordance with the UDO and final engineering plans approved by the VILLAGE.
17 The VILLAGE agrees to permit connection of the aforementioned water mains to the water
18 facilities of the VILLAGE and to furnish water service on the same basis as said services are
19 furnished to other parts of the VILLAGE. The VILLAGE represents and warrants that its potable
20 water supply has sufficient capacity and availability and its distribution system, existing or to be
21 constructed, has or will have the capability to provide potable water service to the TERRITORY
22 now and as fully developed for OWNER'S intended development.

23 **Sanitary and Storm Sewers.** The OWNER shall construct and install at OWNER'S
24 expense all necessary sanitary and storm sewers to service the TERRITORY in accordance with
25 the Unified Development Ordinance and final engineering plans approved by the VILLAGE.
26 The VILLAGE agrees to permit connection of the aforementioned sanitary sewers to the sanitary
27 sewer facilities of the VILLAGE and to furnish sewer service on the same basis as said services
28 are furnished to other parts of the VILLAGE. The OWNER agrees that no surface water is to be
29 discharged into the sanitary sewerage collection system and will make adequate provisions that
30 this will not occur. Tap-on fees required by the VILLAGE shall not be waived. All sanitary and
31 storm sewers shall be owned and maintained by the VILLAGE, with right of access by the
32 VILLAGE for emergency management purposes. The VILLAGE represents and warrants that it
33 manages and operates a sanitary sewer system within the VILLAGE for sewage disposal and the
34 VILLAGE's system presently has sufficient capacity to provide sanitary sewer service to the
35 TERRITORY for OWNER's intended development.

36 **Detention Areas.** The OWNER shall construct and install at their expense all detention
37 areas, as identified on Exhibits C and D , and appurtenant structures such as drains, inlets, and
38 outlets. Prior to the issuance of a full site development permit, and in conjunction with approval
39 for the PUD Final Plan/Plat for each phase, the OWNER shall submit detailed final engineering
40 and final landscape plans for the detention areas. These final engineering and landscape plans
41 for the detention areas shall be in substantial conformance to the Conceptual Landscape Plans,
42 Exhibit C, and the Preliminary Engineering Plans, Exhibit D. The OWNER shall establish and
43 maintain said detention areas and structures and provide a three-year stewardship program in
44 accordance with the "Natural Areas Establishment Provisions," attached hereto and incorporated
45 herein as Exhibit F. A small pond exists to the immediate northwest of Detention Area #3, as

1 indicated on Exhibit B, and this small pond shall remain, to the fullest extent possible, in its
2 existing state. OWNER and VILLAGE hereby acknowledge, however, that improvements to
3 Detention Area #3 and the existing pond may be necessary in order to achieve appropriate storm
4 water detention capacity and/or to ensure that said detention area properly functions as part of
5 the overall storm water management plan for the TERRITORY.

6
7 **Sidewalks and Street Trees.** OWNER shall be required to construct sidewalks and trees
8 in the common areas as depicted on Exhibit C and Exhibit D for each phase of the development
9 of the TERRITORY. Sidewalks and trees immediately adjacent or connected to a lot that is
10 being constructed must be installed prior to the issuance of a Certificate of Occupancy.
11 Sidewalks and trees in the common and unimproved areas shall be installed by the OWNER no
12 later than four (4) years after the recording of the Final Plat applicable to any such common and
13 unimproved area. Sidewalks, Street and parkway trees shall be installed within each proposed
14 phase of the development during the course of construction of each such phase.

15
16 _____ **Bike Path.** A path to accommodate bicyclists and pedestrians shall be installed
17 along the length of the eastern portion of the TERRITORY adjacent to Parker Road. This path
18 shall be constructed in accordance with Exhibit D and in accord with the following conditions.
19 The OWNER shall, at the time of construction of Parker Road, install the base and shelf of the
20 bike path. Prior to the completion of Parker Road the OWNER shall present a guaranty for the
21 completion of the bike path as secured by an escrow account certifying that adequate funds are
22 and will be available at a sound and reputable banking or financial institution authorized to do
23 business in the State of Illinois to complete the required bike path in conformance with Exhibit D
24 and other engineering plans. The funds of the escrow account shall be available solely to the
25 Village and are held solely for the purpose of the Village to complete the bike path. Such
26 undertaking and escrow account to secure the completion the bike path shall be in an amount and
27 form acceptable to the VILLAGE, in accordance with the Village Engineer's certified estimate.
28 The OWNER acknowledges and agrees to the escrow account, by virtue of this Agreement,
29 which Agreement shall supersede and control over Section 11-12-8 of the Illinois Municipal
30 Code (65 ILCS 5/11-12-8) and Section 3 of the Public Construction Bond Act (30 ILCS 550/3);
31 and the OWNER specifically waives its right to substitute a form of surety other than what has
32 been expressly agreed in this Agreement.

Comment [JMS2]: Confirm terminology is correct

33
34 **Derby Road.** Derby Road, to the extent indicated on Exhibit **[INSERT EXHIBIT**
35 **LETTER]** shall be resurfaced to its existing width of twenty (20) feet, with 1-1/2" of HMA
36 Surface Course, and 3/4" of Leveling Binder (Machine Method).

37
38 **Other Improvements.** The OWNER shall construct and install at OWNER'S expense
39 all other improvements in accordance with the requirements of the Unified Development
40 Ordinance of the VILLAGE and final engineering and final landscape plans approved by the
41 VILLAGE. The VILLAGE will cooperate and assist the OWNER in securing any and all off-
42 site easements necessary to enable the OWNER to install and construct the water mains, sanitary
43 and storm sewers and detention areas required to service the TERRITORY.

44
45 **Mutual Assistance.** The PARTIES hereto agree to do all things necessary and
46 appropriate to carry out the terms and conditions of this AGREEMENT and to aid and assist
47 each other in furthering the intent of the PARTIES as reflected by the terms of this
48 AGREEMENT, including without limitation, the holding of public hearings, enactment by the

1 VILLAGE of such resolutions and ordinances as are required herein, the execution of permits,
2 applications and agreements and the taking of such other actions as may be necessary to enable
3 the PARTIES to comply with the terms and provisions of this AGREEMENT.
4

5
6 **VII**

7
8 **DEDICATION AND CONSTRUCTION OF STREETS**
9

10 **Design and Construction of Streets.** The OWNER shall design streets within the
11 TERRITORY according to the standards of the Unified Development Ordinance. All interior
12 streets within the TERRITORY shall be dedicated to the VILLAGE. Said streets shall be
13 constructed in accordance with the final engineering plans approved by the VILLAGE. It is
14 understood that in constructing the streets and public sidewalks the OWNER shall post a letter of
15 credit, or other cash deposit, as set forth in Article VIII hereof, after which the OWNER may
16 proceed to construct said streets.
17

18 **Completion of Street Improvements.** The OWNER shall provide access to each
19 residential unit. Any street right-of-way not already dedicated at the time of this AGREEMENT
20 shall be dedicated in the final plats of each phase. The VILLAGE shall accept the dedication of
21 said street right-of-way and the construction of streets and public sidewalks upon the completion
22 by the OWNER of said improvements in accordance with the VILLAGE's construction
23 standards and Unified Development Ordinance, as modified by this AGREEMENT. The
24 acceptance by the VILLAGE shall be evidenced by a corporate resolution. The final wearing
25 surface shall ~~not~~ be installed in a phase ~~until~~ at the time when seventy-five percent (75%) of the
26 homes to be built in such phase(s) have been constructed or within four years after site
27 development of the phase began, whichever ~~is later~~ occurs first. Additionally, the final wearing
28 surface shall not be installed until at least nine months after the installation of the base course.
29 After completion of the construction and acceptance of any street, and if construction traffic of
30 the OWNER continues to utilize that street, the OWNER shall be responsible for keeping the
31 street free from construction debris and for repair of damages to the street caused by the
32 OWNER's construction traffic. Except as otherwise provided herein, after dedication of any
33 street right-of-way at the time of final plat, the VILLAGE shall enforce traffic and other
34 regulations as to the street right-of-way. All deliveries of construction supplies or materials shall
35 be restricted to certain streets agreed upon by the OWNER and the VILLAGE.
36

37 **Snow Plowing of Streets before Acceptance.** The OWNER and the VILLAGE
38 acknowledge that until the streets in any platted subdivision of the TERRITORY are accepted by
39 the VILLAGE, the VILLAGE shall have no obligation to keep the streets plowed of ice and
40 snow (snowplowed).
41

42 **Debris.** The OWNER shall be required to keep all streets within and adjoining the
43 TERRITORY free from mud and debris generated by any new construction activity on the
44 TERRITORY.
45

46
47 **VIII**
48

1 **FINANCIAL ASSURANCES FOR SITE IMPROVEMENTS**

2
3
4 **Site Development Permit.** The VILLAGE hereby acknowledges that the OWNER has
5 received a partial site development permit from the VILLAGE allowing the removal of trees and
6 vegetation, except as prohibited by Section III of this AGREEMENT, from the TERRITORY.
7 Prior to any other site development work on the TERRITORY, to include but not limited to
8 grading and work done in connection with the extension and establishment of water and sewer
9 systems, the OWNER will apply for a full site development permit in accordance with Article IV
10 of the Unified Development Ordinance and standard VILLAGE practice. Said site development
11 permits shall be issued for each phase of development.

12
13 **Fee Calculation.** The PARTIES hereto conclusively acknowledge that the
14 aforementioned site development fee consists of the Village’s Engineering Review Fee and
15 Construction Inspection Fee. The site development fee described herein shall be in full,
16 complete and final satisfaction of all obligations of the OWNER or the TERRITORY for the
17 Village’s Engineering Review Fee and Construction Inspection Fee under all applicable
18 VILLAGE ordinances. The ~~site Site development~~ **Development fees Fees** applicable to the
19 TERRITORY shall be calculated as follows:

- 20
21 A. For Phase I the site development fee shall be calculated as follows: Site development fee
22 = (Number of acres in Phase x \$100) + (engineer’s estimate for such phase x 0.025)
23
24 B. For Phase II the site development fee shall be calculated as follows: Site development fee
25 = (Number of acres in Phase x \$100) + (engineer’s estimate for such phase x 0.035)
26
27 C. For Phase III the site development fee shall be calculated as follows: Site development
28 fee = (Number of acres in Phase x \$100) + (engineer’s estimate for such phase x 0.040)
29
30 D. For Phase IV and all subsequent phases the site development fee shall be calculated as
31 follows: Site development fee = (Number of acres in Phase x \$100) + (engineer’s
32 estimate for such phase x 0.050)
33

34 The “engineer’s estimate” in the above formulas shall mean a Professional Engineer’s
35 estimate of the cost of construction of all improvements required by the approved development
36 plans. The validity of said estimate shall be verified by the Village Engineer.
37

38 **Letter of Credit.** The VILLAGE shall not issue a site development permit for any phase
39 of development of the TERRITORY until the OWNER has delivered to the VILLAGE an
40 irrevocable letter of credit, or cash escrow, in a form satisfactory to, and from a bank or other
41 financial institution approved by the VILLAGE in the amount of 115% of the OWNER
42 engineer’s estimate of the cost of construction and installation of all site improvements for the
43 phase as approved by the Village Engineer, including all required grading, lighting, natural area
44 establishment, landscaping sidewalks, sewer and water lines and storm water management
45 facilities. The “OWNER engineer’s estimate” in the above sentence shall mean a Professional
46 Engineer’s estimate of the costs of construction, installation, and stewardship of all
47 improvements required by the approved development plans and exhibits attached to this
48 AGREEMENT. The validity of said estimate shall be verified by the Village Engineer. Upon

1 request of the OWNER for reduction of such letter of credit or cash escrow the Village Engineer
2 shall, in his/her discretion, recommend the amount of said letter of credit or cash escrow to be
3 reduced, from time to time, as major site improvements are completed, upon approval of the
4 Corporate Authorities of the VILLAGE.

5
6 **Acceptance.** All of the public improvements contemplated herein shall, upon acceptance
7 thereof by the VILLAGE, become the property of VILLAGE and be integrated with the
8 municipal facilities now in existence or hereinafter constructed and VILLAGE thereafter agrees
9 to maintain said public improvements. Acceptance of said public improvements shall be by a
10 duly authorized resolution of the Corporate Authorities of the VILLAGE only after the Village
11 Engineer has issued his Certificate of Inspection affirming the improvements have been
12 constructed in accordance with approved Engineering Plans and Specifications. OWNER agrees
13 to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms
14 hereof, the public improvements and detention areas constructed in accordance with the
15 Approved Engineering Plans and Specifications.

16 17 18 IX

19 20 MAINTENANCE OF IMPROVEMENTS AND COMMON AREAS

21
22 **Declaration of Covenants, Conditions and Restrictions.** The TERRITORY shall be
23 subject to a declaration of covenants, conditions and restrictions ("DECLARATION"). The
24 DECLARATION, as they relate only to the public improvements provided for in this Annexation
25 AGREEMENT and/or required by the UDO, shall be submitted to the VILLAGE for review and
26 approval, and shall further provide that the provisions relative to the DECLARATIONS as they
27 relate to those public improvements, may not be amended without the prior approval of the
28 VILLAGE, as the DECLARATIONS relate to this AGREEMENT. The VILLAGE shall have
29 the right, but not the obligation, to grant approval of or amendment to the DECLARATIONS as
30 they relate to the public improvements. The DECLARATION shall provide that the
31 TERRITORY shall be used and developed in accordance with VILLAGE ordinances, codes and
32 regulations applicable thereto, including ordinance(s) enacted pursuant to this AGREEMENT.
33 The DECLARATION shall also provide that the VILLAGE may enforce its ordinances,
34 including but not by way of limitation, traffic ordinances, on the TERRITORY, including private
35 property and common areas. All provisions of the DECLARATION that relate to the
36 development, maintenance or construction of non-public improvements shall not require
37 approval from the Village and may be amended pursuant to the terms set forth in the
38 DECLARATION. If any provision of the DECLARATION directly contradicts the terms of this
39 AGREEMENT, the provisions of this AGREEMENT shall apply.

40
41 **Maintenance Bond.** At the time or times of acceptance by the VILLAGE of the
42 installation of any part, component, or all of any public improvement in accordance with this
43 Section, or any other section of this AGREEMENT, the OWNER shall deposit with the
44 VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the installation
45 of the public improvements accepted by VILLAGE. This bond shall be deposited with the
46 VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months after
47 completion and acceptance of all improvements. In the event of a defect in material and/or

1 workmanship within said period, then said security shall not be returned until correction of said
2 defect and acceptance by the VILLAGE of said corrections.

3
4 **Owner's Guarantee.** The OWNER hereby guarantees the prompt and satisfactory
5 correction of all defects and deficiencies in the improvements that occur or become evident
6 within two years after approval and any acceptance of the improvements by the VILLAGE
7 pursuant to this AGREEMENT. If any defect or deficiency occurs or becomes evident during
8 the two-year period, excepting normal usage and wear-and-tear therefrom, then the OWNER
9 shall, after (10) ten business days' prior written notice from the VILLAGE (subject to Force
10 Majeure), correct it or cause it to be corrected. In the event any sidewalks or trees are repaired or
11 replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this Section IX of
12 this AGREEMENT shall be extended, as to the repair or replacement, for two (2) full years from
13 the date of the repair or replacement.

14
15 **Owner's Maintenance of Private Areas.** If any improvements or common areas within
16 the TERRITORY are to be privately owned and maintained, then the OWNER shall, at
17 OWNER'S sole cost and expense, maintain the improvements and areas within the
18 TERRITORY without any modification, except as specifically approved by the VILLAGE, in a
19 first-rate condition at all times unless an owners' association is established and assumes
20 responsibility for improvements or areas. In the event the VILLAGE determines, in the
21 VILLAGE'S sole and absolute discretion, that the OWNER, is not adequately maintaining, or
22 has not adequately maintained, any improvement or area, the VILLAGE shall have the right, but
23 not the obligation, after ten (10) business days' prior written notice to the OWNER, to enter on
24 any or all of the TERRITORY for the purpose of performing maintenance work on any affected
25 improvement or area. In the event that the VILLAGE shall cause to be performed any work
26 pursuant to this Section IX, the VILLAGE shall have the right to draw from the performance
27 securities deposited pursuant to this AGREEMENT, or the right to demand immediate payment
28 directly from the OWNER, based on costs actually incurred or on the VILLAGE'S reasonable
29 estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the
30 work, including without limitation legal fees and administrative expenses. The OWNER shall,
31 after demand the VILLAGE, pay the required amount to the VILLAGE. In the event that the
32 VILLAGE shall cause to be performed any work pursuant to this Section IX the VILLAGE shall
33 have the right to: (i) file a lien against the property of the OWNER or any owner failing to
34 maintain or pay for the maintenance of private areas pay the assessment; and (ii) enforce the lien
35 in the manner provided by law for mortgage foreclosure proceedings.

36
37 **HOA's Maintenance of Private Areas.** If a homeowners' association is established and
38 assumes responsibility for any improvements, open space, and/or common areas within the
39 TERRITORY, the homeowners' association shall, at its sole cost and expense, maintain the
40 improvements and areas without any modification, except as specifically approved by the
41 VILLAGE, in a first-rate condition at all times. In the event the VILLAGE determines, in the
42 VILLAGE'S sole and absolute discretion, that the homeowners' association is not adequately
43 maintaining, or has not adequately maintained, any improvement or area, the VILLAGE shall
44 have the right, but not the obligation, after ten (10) **business** days' prior written notice to the
45 homeowners' association, to enter on any or all of the TERRITORY for the purpose of
46 performing maintenance work on any affected improvement or area. In the event that the
47 VILLAGE shall cause to be performed any work pursuant to this Section IX the VILLAGE shall
48 have the right to: (i) assess the membership of the homeowners' association for that work; and

1 (ii) file a lien against the property of the homeowners' association or the property of any member
2 failing to pay the assessment; and (iii) enforce the lien in the manner provided by law for
3 mortgage foreclosure proceedings.

4
5
6 **X**

7
8 **DAMAGE TO PUBLIC IMPROVEMENTS**

9
10 The OWNER shall replace and repair any damage to public improvements installed
11 within, under or upon the TERRITORY resulting from construction activities by OWNER,
12 OWNER'S successors or assigns and their employees, agents, contractors or subcontractors
13 during the term of this AGREEMENT. The OWNER shall have no obligation hereunder with
14 respect to damage resulting from ordinary usage, wear and tear.

15
16
17 **XI**

18
19 **LAND AND CASH CONTRIBUTIONS**

20
21 **Cash Contributions.** The OWNER, or any successors in interest as to any portion of the
22 TERRITORY, shall make cash contributions at the time of issuance of building permits for each
23 individual dwelling unit. Said fees shall be as indicated on the ~~Fee-Cash Contribution~~ Schedule,
24 attached hereto and incorporated herein as Exhibit H. The Annexation Fee shall be \$125.00 per
25 unit, as described on Exhibit H, which also shall be paid at the time of issuance of building
26 permit.

27
28 **Land Contributions.** The OWNER shall dedicate to the VILLAGE the park site
29 depicted on the Exhibit "B as "Open Space Corridor", consisting of approximately nine and six
30 tenths (9.6) acres of land, by warranty or trustee's deed. The OWNER shall provide one (1)
31 sewer and water stub to the easement of the park site adjacent to the public street, and no further
32 improvements to the park site shall be required. The dedication of the park site is in full
33 compliance with the VILLAGE's park land donation requirements, and no additional park land
34 or cash contributions will be required of the OWNER. The OWNER is donating to the
35 VILLAGE additional land throughout the TERRITORY for open space, consisting of
36 approximately thirty-seven (37) acres, and that said land TERRITORY exceeds the land
37 donations required under applicable VILLAGE ordinances.

38 **XII**

39
40 **DONATION AND ACCEPTANCE OF OPEN AREAS AND DETENTION AREAS**

41
42 **Open Space Areas.** Open space corridors, open space buffers, the oak woodland
43 preserve, and all open areas adjacent to detention basins, as identified on Exhibits B, C, and D,
44 are to be conveyed by Warranty Deed to the VILLAGE. This conveyance shall occur with the
45 recording of a Warranty Deed as to the portion of the TERRITORY where such open space areas
46 are located. The OWNER shall provide Title Insurance in the amount of the current market
47 value, pay all real estate taxes, and provide a sufficient credit to pay the taxes on the detention
48 areas until a government exemption has been granted to the VILLAGE ~~(or if applicable an HOA~~

1 | ~~§1 assessment has been obtained~~). Upon conveyance to the VILLAGE, the OWNER shall cease
2 | all agricultural activities on that portion of the TERRITORY that is being conveyed.
3 | Additionally, upon conveyance to the VILLAGE, the OWNER shall re-grade or otherwise
4 | remove furrows or other ground disturbances caused by the agricultural activities and re-seed the
5 | areas used for agriculture with a seed mix found in Exhibit H. The selected seed mix shall be
6 | appropriate for the soil conditions and shall be approved by the VILLAGE. The OWNER shall
7 | also be required to comply with the soil erosion and sedimentation control provisions of Chapter
8 | 17.24 of the UDO following the re-seeding of said areas. The OWNER shall be responsible for
9 | any restoration or stewardship of the open space corridors, open space buffers, and the oak
10 | woodland preserve as identified on the Preliminary PUD Plan/Plat and as required by the Village
11 | Code.

12 | ~~VILLAGE acceptance of the open space areas described in identified on Exhibits B, C,~~
13 | ~~and D the first paragraph of this section shall not be made until the OWNER satisfactorily~~
14 | ~~completes the obligations related to agricultural use and re-seeding as required by this~~
15 | ~~AGREEMENT and the Village code described in said paragraph. VILLAGE acceptance of the~~
16 | ~~detention areas described in the above paragraph of this section shall not be made until~~
17 | ~~successful completion of plant installation and the three year stewardship in accordance with~~
18 | ~~Exhibit H of this AGREEMENT.~~ The conveyance required shall be made by Warranty Deed no
19 | earlier than the completion of Phase II, dedication at the time of recording of each Final Plat for
20 | each phase in which the property to be dedicated to the VILLAGE is located

21 |
22 | **Detention Areas.** Detention areas, as identified on Exhibit B, C, and D, and all
23 | appurtenant structures to said detention areas are to be ~~dedicated or~~ conveyed by Warranty Deed
24 | ~~to, and owned by,~~ the VILLAGE. This conveyance shall occur ~~with the recording of the Final~~
25 | ~~Plat as to the portion of the TERRITORY where such open space areas are located~~ upon the
26 | successfully completion of plant installation and the three-year stewardship in accordance with
27 | Exhibit H of this AGREEMENT. — The OWNER shall provide Title Insurance in the amount of
28 | the current market value, pay all real estate taxes, and provide a sufficient credit to pay the taxes
29 | on the detention areas until a government exemption has been granted to the VILLAGE ~~(or if~~
30 | ~~applicable an HOA §1 assessment has been obtained)~~. The VILLAGE shall promptly apply for
31 | real estate tax exemption for such detention parcels after the recording of any ~~final plat~~ Warranty
32 | Deed for the ~~TERRITORY pursuant to which a~~ detention area has been conveyed ~~dedicated~~ to
33 | the VILLAGE as contemplated hereunder.

34 |
35 | **Insurance.** As to any detention and open spaces areas conveyed to the VILLAGE upon
36 | which construction activities are on-going, the OWNER shall maintain builder's risk insurance
37 | covering its construction activities upon such areas, and shall name the VILLAGE as an
38 | additional name insured as to such insurance policy(ies) providing such coverage. As to any
39 | detention and open spaces areas conveyed to the VILLAGE, the OWNER shall maintain general
40 | liability insurance covering the detention and open space areas and shall name the VILLAGE as
41 | an additional name insured as to such insurance policy(ies) providing such coverage which shall
42 | remain in full force and effect until the maintenance period requiring the OWNER to maintain
43 | said areas has lapsed.

44 |
45 | **Acceptance.** ~~VILLAGE acceptance of the open space areas described in the first~~
46 | ~~paragraph of this section shall not be made until the OWNER satisfactorily completes the~~
47 | ~~obligations related to agricultural use and re-seeding as described in said paragraph. VILLAGE~~
48 | ~~acceptance of the detention areas described in the above paragraph of this section shall not be~~

1 ~~made until successful completion of plant installation and the three year stewardship in~~
2 ~~accordance with Exhibit H of this Agreement. The conveyance required shall be made by~~
3 ~~dedication at the time of recording of each Final Plat for each phase in which the property to be~~
4 ~~conveyed to the VILLAGE is located.~~

5
6 **XIII**

7
8 **EASEMENTS AND UTILITIES**

9
10 The OWNER agrees to grant to the VILLAGE, and/or obtain grants to the VILLAGE of,
11 all necessary easements for the extension of sewer, water, street, or other utilities, including
12 cable television, or for other improvements, subject to the provisions of the UDO which may
13 serve not only the TERRITORY, but other real estate in the general area, if requested by the
14 VILLAGE in the future, in accordance with the Conceptual Neighborhood Plan and Preliminary
15 Engineering Plans.

16
17 All such easements to be granted shall name the VILLAGE and/or other appropriate
18 entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the
19 OWNER to obtain all easements, both on site and off site, necessary to serve the TERRITORY,
20 in accordance with the Preliminary PUD Plans/Plat.

21
22 The OWNER shall provide evidence of easement or right of way necessary for the utility
23 extension to the TERRITORY prior to PUD final plan/plat approval. The OWNER shall submit
24 a title commitment from Chicago Title Insurance Company, or any other licensed title company,
25 naming the VILLAGE as an additional insured to guarantee an easement for public utilities from
26 the existing point of connection to the TERRITORY.

27
28 All electricity, telephone, cable television and gas lines shall be installed underground,
29 the location of which underground utilities shall be at the OWNER'S option, upon approval of
30 the respective utility company.

31
32
33 **XIV**

34
35 **GOVERNMENT INTERESTS SERVED**

36
37 The OWNER agrees that any and all contributions, dedications, donations, open space
38 and easements provided for in this AGREEMENT substantially advance legitimate governmental
39 interests of the VILLAGE and other local taxing bodies, including but not limited to, providing
40 its residents, and in particular the future residents of the TERRITORY, with access to and use of
41 public facilities, libraries, schools, parks and recreational facilities, police protection, and
42 emergency services. The OWNER further agrees that the contributions, dedications, donations
43 and easements required by this AGREEMENT are uniquely attributable to, reasonably related to,
44 and made necessary by the development of the TERRITORY.

45
46
47 **XV**

1 **DORMANT SPECIAL SERVICE AREA**
2
3

4 A dormant special service area will be established over the TERRITORY, with the cooperation
5 and participation of the OWNER, to provide for the on-site public improvements for the
6 TERRITORY, as well as to pay for the costs and expenses directly or indirectly related in any
7 way to the on-site public improvements, including, without limitation:
8

- 9 a. construction, installation, repair, or maintenance of the on-site public improvements
10 in the event that the OWNER is for any reason unable to do so and there is inadequate
11 or unavailable security to construct and install the on-site public improvements;
12
13 b. legal, engineering, and construction management expenses related to the construction,
14 installation, repair, or maintenance of the on-site public improvements;
15
16 c. direct and indirect administrative expenses;
17
18 d. payment of public liability insurance premiums; or
19
20 e. reimbursement to the VILLAGE for funds it expended or incurred to construct,
21 install, repair, or maintain the on-site public improvements.
22

23 The OWNER will pay for all costs incurred by the VILLAGE in establishing the dormant special
24 service area including, without limitation, the payment of all attorneys' fees incurred by the
25 VILLAGE in establishing the special service area as well as reimbursement to the VILLAGE for
26 any and all costs and expenses incurred by the VILLAGE.
27

28 The VILLAGE will have the automatic right to activate the dormant special service area and
29 extend the taxes in association with the special service area upon the occurrence of any of the
30 following events:
31

- 32 a. failure of the OWNER for any reason to complete such public improvements;
33
34 b. inadequacy of the performance security established by the OWNER as required by
35 this AGREEMENT; or
36
37 c. failure or refusal by the bank to fulfill or otherwise honor the performance security
38 established by the OWNER as required by this AGREEMENT.
39

40 By purchasing a lot in the TERRITORY, each purchaser of a lot, for himself or herself and his or
41 her respective successors in title, forever waives any right to challenge the assessment or
42 collection of a tax or assessment imposed by the VILLAGE against the lot pursuant to a special
43 service area established in accordance with this section, provided such special service area is not
44 amended in any way that requires a new public hearing.
45

46 The DECLARATION for all lots in the TERRITORY will include similar language regarding
47 the establishment of the special service areas.
48

49 Nothing in this section will prevent the OWNER or any individual lot OWNER from exercising
50 his or her statutory right to object to the establishment or amendment of the Dormant Special
51 Service Area.

1
2 Upon the VILLAGE's formal acceptance of the on-site public improvements for the
3 TERRITORY and the expiration of any maintenance guarantee period, as provided in this
4 AGREEMENT, the VILLAGE will take all reasonable actions to have the Dormant Special
5 Service Area dissolved. In no event will the VILLAGE seek the extension of the special service
6 area tax after it has formally accepted the on-site public improvements for the TERRITORY and
7 the expiration of any maintenance guarantee period.
8
9
10
11
12

13 **XVI**

14 **APPROVAL OF PLANS**

15
16
17 The VILLAGE agrees to expeditiously take action to approve or disapprove all plats,
18 plans, and engineering submitted to VILLAGE by the OWNER. If the VILLAGE shall
19 determine that any such submission is not in substantial accordance with this AGREEMENT and
20 applicable ordinances, the VILLAGE shall promptly notify the OWNER in writing of the
21 specific objection to any such submission so that the OWNER can make any required corrections
22 or revisions.
23
24

25 **XVII**

26 **BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND**

27
28
29 This AGREEMENT shall be binding upon and insure to the benefit of the PARTIES
30 hereto, successor owners of record of the TERRITORY, assignees, lessees, and upon any
31 successor municipal authorities of said VILLAGE and successor municipalities, for a period of
32 twenty (20) years from the date of the execution of the 2007 Annexation Agreement.
33

34 The terms and conditions of this AGREEMENT relative to the payment of monies to the
35 various VILLAGE recapture funds, contributions to the VILLAGE construction and/or
36 dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-
37 of-way to the VILLAGE and the development standards established herein shall constitute
38 covenants which shall run with the land.
39

40 It is further agreed that any party to this AGREEMENT, either in law or in equity, by
41 suit, action, mandamus, or other proceeding may enforce or compel the performance of this
42 AGREEMENT, or have other such relief for the breach thereof as may be authorized by law or
43 that by law or in equity is available to them.
44
45

46 **XVIII**

47 **NOTICES**

1
2 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
3 and shall be personally delivered to or mailed by United States Postal Service certified mail,
4 postage prepaid and return receipt requested, as follows:
5

6
7 For the VILLAGE:

8
9 Village President
10 418 Main Street
11 Lemont, IL 60439

12
13 and

14
15 Village Clerk
16 418 Main Street
17 Lemont, IL 60439

18
19 and

20
21 Village Administrator
22 418 Main Street
23 Lemont, IL 60439

24
25 For OWNER:

26
27 ~~Glen Oak Estates~~ Kettering, LLC
28 16W241 S. Frontage Road, #40
29 Burr Ridge, IL 60527

30
31 and

32
33 Kavanagh Grumley & Gorbald LLC
34 111 N. Ottawa Street
35 Joliet, IL 60432

36
37
38 Or such other addresses that any party hereto may designate in writing to the other PARTIES
39 pursuant to the provisions of this Section.
40

41
42 **XIX**

43
44 **SECURITY INTERESTS**

45
46 The OWNER shall provide the VILLAGE with written approval(s) satisfactory to the
47 VILLAGE of any mortgage, lien holder or holder of any security interest, affecting title to the
48 TERRITORY or any part thereof so that this AGREEMENT shall be superior to any such

1 mortgage, lien, or other security interest and the OWNER shall provide same to the VILLAGE
2 prior to execution and recording of this AGREEMENT; and

3

4 If there are no mortgages, liens, or other security interests affecting title to the
5 TERRITORY or any part thereof, then the OWNER shall affirmatively state so in said
6 Petition(s) for Annexation, or by Affidavit.

7

8

9

XX

10

WARRANTIES AND REPRESENTATIONS

11

12

The OWNER represents and warrants to the VILLAGE as follows:

13

14

That OWNER is the OWNER as legal title holder of the TERRITORY; and

15

16

17

18

That the OWNER proposes to develop the TERRITORY in the manner contemplated
under this AGREEMENT; and

19

20

21

That other than the OWNER, no other entity or person has any interest in the
TERRITORY or its development as herein proposed; and

22

23

24

25

26

That the OWNER has provided the legal description of the TERRITORY set forth in this
AGREEMENT and the attached exhibits and that said legal description and exhibits are accurate
and correct.

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XXI

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CONTINUITY OF OBLIGATIONS

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Notwithstanding any provisions of this AGREEMENT to the contrary, including but not
limited to the sale and/or conveyance of all or any part of the TERRITORY by the OWNER, the
OWNER shall at all times during the term of this AGREEMENT remain liable to the VILLAGE
for the faithful performance of all obligations imposed upon them by this AGREEMENT until
such obligations have been fully performed or until the VILLAGE has otherwise released the
OWNER and from any or all of such obligations.

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XXII

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NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

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

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XXIII

VILLAGE APPROVAL OR DIRECTION

Where VILLAGE approval or direction is required by this AGREEMENT, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this AGREEMENT.

XXIV

SINGULAR AND PLURAL

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

XXV

SECTION HEADINGS AND SUBHEADINGS

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

XXVI

RECORDING

A copy of this AGREEMENT and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER within thirty days after the execution hereof.

XXVII

AUTHORIZATION TO EXECUTE

The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Corporate Authorities of VILLAGE to execute this AGREEMENT. The OWNER and VILLAGE shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required

1 to legally evidence the authority to so execute this AGREEMENT on behalf of the respective
2 PARTIES.

3
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5 **XXVIII**

6 **AMENDMENTS**

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8
9 This AGREEMENT sets forth all the promises, inducements, agreements, conditions and
10 understandings between the PARTIES hereto relative to the subject matter thereof, and there are
11 no promises, agreements, conditions or understandings, either oral or written, express or implied,
12 between them, other than are herein set forth. No subsequent alteration, amendment, change or
13 addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in
14 accordance with law and reduced in writing and signed by them. This AGREEMENT may also
15 be amended, in accord with the provisions of this Section, by the VILLAGE and the owner of
16 record of a portion of the TERRITORY as to the provisions applying thereto, without the consent
17 of the owners of other portions of the TERRITORY.

18
19 **XXIX**

20 **COUNTERPARTS**

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22
23 This AGREEMENT may be executed in two or more counterparts, each of which taken
24 together, shall constitute one and the same instrument.

25
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27 **XXX**

28 **CURING DEFAULT**

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30
31 It is understood by the PARTIES hereto that time is of the essence of this AGREEMENT.
32 The PARTIES reserve a right to cure any default hereunder within fifteen (15) business days
33 from written notice of such default.

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36 **XXXI**

37 **CONFLICT BETWEEN THE TEXT AND EXHIBITS**

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40 In the event of a conflict in the provisions of the text of this AGREEMENT and the
41 Exhibits attached hereto, the text of the AGREEMENT shall control and govern.

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44 **XXXII**

45 **SEVERABILITY**

1 If any provision of this AGREEMENT is held invalid by a court of competent
2 jurisdiction or in the event such court shall determine that the VILLAGE does not have the
3 power to perform any such provisions, such provision shall be deemed to be excised here from
4 and the invalidity thereof shall not affect any of the other provisions contained herein, and such
5 judgment or decree shall relieve the VILLAGE from performance under such invalidity thereof
6 shall not affect any of the other provisions contained herein, and such judgment or decree shall
7 relieve the VILLAGE from performance under such invalid provision of this AGREEMENT.
8

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10 **XXXIII**

11 **REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES**

12
13
14 To Effective Date of Agreement. The OWNER shall reimburse the VILLAGE for the
15 following expenses incurred in the preparation and review of this AGREEMENT, and any
16 ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:
17

18
19 Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and
20 copying expenses.
21

22 From and After Effective Date of Agreement. Except as provided in the paragraph
23 immediately following this paragraph, upon demand by VILLAGE made by and through its
24 President, the OWNER from time to time shall promptly reimburse VILLAGE, for all
25 enumerated reasonable attorney's fees and costs incurred by VILLAGE in the administration of
26 the AGREEMENT and out of pocket expenses involving various and sundry matters such as, but
27 not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and
28 other documents required hereunder.
29

30 Such costs and expenses incurred by the VILLAGE in the administration of the
31 AGREEMENT shall be evidence to the OWNER upon its request, by a sworn statement of the
32 VILLAGE; and such costs and expenses may be further confirmed by the OWNER at its option
33 from additional documents relevant to determining such costs and expenses as designated from
34 time to time by the OWNER.
35

36 ~~Upon demand by VILLAGE made by and through its President, the OWNER from time~~
37 ~~to time shall promptly reimburse VILLAGE, for all enumerated reasonable engineering fees and~~
38 ~~costs incurred by VILLAGE in the administration of the AGREEMENT and out of pocket~~
39 ~~expenses, except those engineering and/or consulting fees already incurred by the VILLAGE's~~
40 ~~retention of the engineering firm, Morris Engineering, prior to the date of this AGREEMENT.~~
41

42 OWNER shall in no event be required to reimburse VILLAGE or pay for any expenses or
43 costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through
44 special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.
45

46 In the event that any third party or parties institute any legal proceedings against the
47 OWNER and/or the VILLAGE, which relate to the validity or any terms of this AGREEMENT,
48 then, in that event, the OWNER, upon written notice from VILLAGE, shall assume, fully and

1 vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating
2 thereto, provided, however:

3
4 The OWNER shall not make any settlement or compromise of the lawsuit, or fail to
5 pursue any available avenue of appeal of any adverse judgment, without the approval of the
6 VILLAGE, which approval shall not be unreasonably withheld; and

7
8 If the VILLAGE, in its sole discretion, determines there is or may probably be, a
9 conflict of interest between the VILLAGE and the OWNER, on an issue of importance to the
10 VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE
11 shall have the option of being represented by its own legal counsel. In the event the VILLAGE
12 exercises such option, then the OWNER shall reimburse the VILLAGE from time to time on
13 written demand from the President of the VILLAGE and notice of the amount due for any
14 expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees
15 and other expenses of litigation, incurred by the VILLAGE in connection therewith. The
16 obligation of the OWNER to reimburse the VILLAGE under the terms of this AGREEMENT
17 shall terminate if no such legal proceedings are brought within one year from the date of the
18 annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if
19 such legal proceedings are based upon alleged errors, omissions or unlawful conduct of the
20 VILLAGE and not the OWNER.

21
22 In the event the VILLAGE institutes legal proceedings against the OWNER for violation
23 of this AGREEMENT, and secured a judgment in its favor, or by settlement, the OWNER shall
24 pay all expenses of such legal proceedings incurred by the VILLAGE, including but not limited
25 to, the court costs and reasonable attorney's fees, etc., incurred by the VILLAGE in connection
26 therewith.

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XXXIV

EXECUTION OF AGREEMENT

This AGREEMENT shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he signs this AGREEMENT on page 1 hereof which date shall be the effective date of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on the day and year first above written.

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:

GLEN OAK ESTATES KETTERING, LLC

By: _____
Its: Managing Member

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XXXV

NOTARY CERTIFICATES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires on _____, 20____.

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, personally known to me to be Managing Member of ~~Glen Oak Estates~~ Kettering, LLC, and the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on _____, 20____.

Notary Public



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #121-12

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

THRU

SUBJECT: Kettering (Glen Oak Estates) Amended Annexation Agreement

DATE: 14 November 2012

SUMMARY

Following two years of negotiations, a complete and—staff hopes—final amended annexation agreement draft for the development of 131 acres at the southwest corner of 131st Street and Parker Road is ready for Village Board review. The amended annexation agreement draft drastically alters the land plan, landscaping, and engineering for the development. In return for the preservation of open space and oak trees, certain zoning and fee concessions would be made by the Village. The name of the development also changes: instead of Glen Oak Estates, it is to be known as “Kettering.”

NAME CHANGE

The developer feels the name of the development, Glen Oak Estates, presents an outdated ring for marketing. The name “Kettering” was selected to replace Glen Oak Estates in all references to the development. Kettering was selected in part because of the property was once owned by the Kettering family, and until a decade ago a substantial limestone house referred to as “the Kettering mansion” stood on the property.

REVIEW OF EVENTS LEADING TO DRAFT

The following outline offers a review of recent events leading up to the presentation of the draft amended annexation agreement to the COW:

August 13, 2007 Village Board approves annexation, annexation agreement, rezoning and PUD approval for the development of approximately 131 acres at the southwest corner of 131st Street and Parker Road. The approvals follow a decade of contentious public hearings and meetings on various development proposals for the territory. The approvals grant development rights for 250 single-family homes on the territory.

August 2007 – October 2010 In the three years following the Village Board approvals, the housing market collapses, the property is sold to a new developer, and the Village discovers that benchmarks used in the preparation of the site's engineering plans were inaccurate.

November 2010 Following discussions between Planning & Economic Development Department and the developer on the desirability of a new land plan for the site, a stakeholder meeting is held. Residents who had previously been vocal in expressing concerns over the development of the territory are invited to the meeting. At the meeting department staff, with the assistance of a consultant, present options and benefits for a re-designed site plan. Response to the concept of a site design with smaller lots and more open space are favorable.

December 2010 – May 2011 Staff and developer begin negotiations on re-design of the approved site plans. Goals are to create more open space and preserve two stands of oak trees on the territory, and improve stormwater management. Several concept plans are reviewed.

May 18, 2011. The Planning & Zoning Commission conducts a well-attended and lengthy public hearing on a new site plan. Public comment is mixed, with several expressing concerns over small lot sizes, traffic, and drainage. Other comment was favorable on a re-design featuring more open space and improved storm water management.

June 11, 2011. The COW reviewed the site plan and record of the public hearing.

July 25, 2011. The Village Board conducted a public hearing on the amended annexation agreement that included revised plans for more open space and circa 241 single-family homes.

October 17, 2011. The COW reviewed a revised draft amended annexation agreement. The revisions prepared by staff were based on comments from the public and the Village Board.

October 2011 – August 2012. Staff and developer continue to negotiate on language in the amended annexation agreement, particularly the exhibit concerning native landscaping.

August 20, 2012. The COW again reviews the status of the amended annexation agreement and offers guidance for staff.

August-November 2012. Final negotiating discussions with staff and developer occur. A "final" draft is prepared and forwarded to the developer. Developer and staff are now in agreement on language and exhibits (except engineering—see below).

STATUS OF EXHIBITS

While the text of the amended annexation agreement is almost finished, staff is still awaiting final revisions to the exhibits. These revisions include a new set of all plans with title including "Kettering." A full set of engineering plans have yet to be received and reviewed by the Village.

NEXT STEPS

The draft amended annexation agreement is attached. It is presented in the Microsoft Word format that allows one to see the changes and deletions to the draft. Additional changes, if proposed by the COW, would again need to be forwarded to the developer. Some portions of the text cannot be completed and/or will need to change upon submission of exhibits (e.g. revision dates of exhibits, lot numbers). Once staff has all the exhibits we will assemble the text agreement with exhibits and forward to the developer for final review and signature. Once signature on the agreement has been obtained, the item will be placed on the Village Board agenda for final review and approval. Staff anticipates such placement on the Village Board agenda could come as early as the November 26th meeting.

ATTACHMENT

Draft amended annexation agreement
Exhibit – site plan
Exhibit – Fee schedule

Glen Oak Estates Conceptual Neighborhood Plan

Lemont, Illinois




14 September 2011

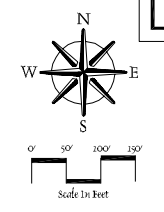
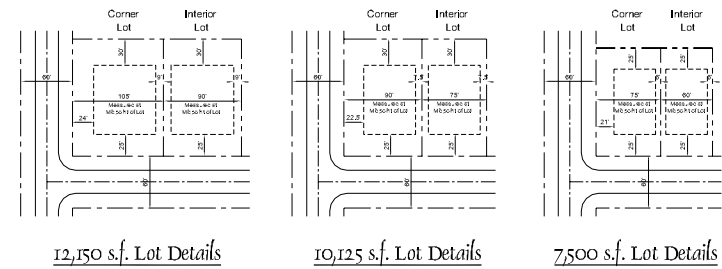
© 2011 Teska Associates, Inc.

Site Data:

Gross Site Area <small>(Prior to Perimeter R.O.W. Expansions)</small>	131.14
Net Site Area <small>(After Perimeter R.O.W. Expansions)</small>	125.82
Total Units	240
Density	1.91 d.u./ac.
Naturalized Open Space <small>(Open Space Corridors, Buffers, Woodland Preserve, Detention)</small>	43.73 ac.
Formalized Open Space <small>(Neighborhood Commons, Roundabout, Autocourts, Boulevards)</small>	3.87 ac.
Total Gross Open Space	47.60 ac.
Percentage Gross Open Space	38%
Total Net Open Space <small>(All Open Space Except Detention 9.73 ac.)</small>	37.87 ac.
Percentage Net Open Space	30%

Product Data:

 12,150 s.f. Single Family Lots (90' x 135')	93 units
 10,125 s.f. Single Family Lots (75' x 135')	78 units
 7,500 s.f. Single Family Lots (60' x 125')	69 units
Total Units	240 units



Designed By:



Community Planning Development Economics
 Site Design Landscape Architecture
 627 Crown Street
 Evanston, Illinois 60201
 Tel: 847.869.2015
 Fax: 847.869.2059

EXHIBIT G - Schedule of Cash Contributions

<i>Contributed to/for</i>	<i>Two-bedroom home*</i>	<i>Three-bedroom home*</i>	<i>Four-bedroom home*</i>
School District 113A	\$620.77	\$1,817.93	\$2,765.87
School District 210	\$80.00	\$736.00	\$1,440.00
Lemont Fire Protection District	\$100.00	\$100.00	\$100.00
Library District	\$92.00	\$132.22	\$171.68
Public Safety	\$750.00	\$750.00	\$750.00
Water Improvement	\$1,000.00	\$1,000.00	\$1,000.00
Annexation fee	\$187.50	\$187.50	\$187.50
Park District	\$0.00	\$0.00	\$0.00
Total per single-family detached residence	\$2,830.27	\$4,723.65	\$6,415.05

***Any room that has: (1) a solid-core door and (2) a window and (3) a closet shall be considered a bedroom. Additionally, any room that meets building code requirements for a "sleeping room" shall be considered a bedroom.**



Village of Lemont
Community Development Department

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

TO: Committee of the Whole

#120-12

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

THRU:

SUBJECT: Landmark Nomination for St. Matthew's Church

DATE: 14 November 2012

BACKGROUND

On 11 October 2012 the Historic Preservation Commission conducted a public hearing for the landmark nomination of St. Matthew Evangelical Lutheran Church and Parsonage at 301 and 305 Lemont Street, Lemont. Nomination for local landmark status was initiated by the Historic Preservation Commission with the knowledge of the pastor and council of St. Matthew's church. Pastor Michael Gudgel of the church testified at the hearing, and raised concerns over landmark status for the parsonage. Both the church and parsonage have the same P.I.N. The HPC suggested that the language in an approving ordinance could clarify that, despite the same P.I.N., only the church would become a local landmark. Minutes of the hearing are attached.

The church is already located within the Lemont Historic District. The granting of local landmark status neither offers additional special protections for the property nor burdens the owner with any additional historic preservation or property maintenance requirements. If approved by the Village Board, St. Matthew Evangelical Lutheran Church would become the eleventh local landmark--see attached list. The landmark nomination packet prepared by the HPC is also attached.

ATTACHMENTS

1. Minutes of HPC meeting of Oct 11, 2012 (extract)
2. Local landmarks list
3. Landmark nomination packet

**MINUTES
HISTORIC PRESERVATION COMMISSION**

October 11, 2012 - 6:30 p.m.

I. CALL TO ORDER

The monthly meeting of the Historic Preservation Commission was called to order on Thursday, October 11, 2012 at 6:30 p.m. by Chairman Barbara Buschman

II. ROLL CALL

Commissioners Buschman, Batistich, Roy and Schwartz present. Commissioners Baldwin, Cummins, Flynn absent.

III. APPROVAL OF MINUTES

Motion by Ms, Roy, seconded by Mr. Schwartz, to approve the minutes of the September 13, 2012 meeting. Voice vote: 4 ayes. Motion passed.

IV. CHAIRMAN'S REPORT

No report

V. PUBLIC HEARING

A. Landmark nomination for St. Matthew Evangelical Lutheran Church and Parsonage, 301/305 Lemont Street.

Motion by Mr. Batistich, seconded by Ms. Roy to open the Public Hearing. Present in the audience were Pastor Michael Gudgel of St. Matthews and 2 residents from 401 Lemont Street. The Commission secretary presented the application, and explained briefly how the buildings meet the criteria for landmark designation in the historic district. The point was made that the designation places no additional restrictions on the properties than those already in place for properties in the historic district. The residents of 401 Lemont Street expressed concerns that the designation may have some impact on their property taxes and were assured that the designation is a local one and is not reported to any taxing agency. Pastor Gudgel agreed that the property is certainly worthy of the local landmark status, particularly the church building, but the church council foresees the future possibility of separating the 2 properties that are now a single PIN and up for sale. There are no immediate plans for separating the properties. Mr. Batistich suggested the solution that this possibility could be addressed in the language of the ordinance before it is presented to the Village Board for final approval. The parsonage could either be removed from the nomination or a statement could be added to the effect that if the properties were separated at some future date, the landmark designation would revert to the Church. The Board agreed with Mr. Batistich's suggestion. There being no further comment, a motion was made by Mr. Batistich, seconded by Mr. Schwartz, to close the public hearing.

VI. APPLICATIONS

No other applications were on the agenda.

VII. NEW BUSINESS

VIII. OLD BUSINESS

508 Illinois Street – 210/212 Stephen Street

No response has been received regarding the letter to the Building Commissioner asking for compliance measures for these 2 properties. Needs follow up.

**236 Main Street – Resicom
Projecting Sign**

**VILLAGE OF LEMONT
CERTIFIED LOCAL GOVERNMENT**

List of Local Landmarks

National Register Properties

Old Central School, 410 McCarthy Road

Lemont Area Historical Society, 306 Lemont Street

St. James at Sag Bridge, 106th & Archer Ave

Local Landmarks

- 1. St. James Academy, (Old St. Patrick's School) 220 Illinois Street**
- 2. Village Hall, 418 Main Street**
- 3. Lemont Train Station, 101 Main Street**
- 4. Norton Building, 103 Stephen Street (Stonehouse)**
- 5. Anderson Building, 111 Stephen Street (Brandt Cellars)**
- 6. Fruhauf Building, 107 Stephen Street (La Dolce Vita)**
- 7. Lemont Waterworks, 43 Stephen Street**
- 8. E.F. Budnik Building, 400 Main Street**
- 9. Tedens Building Campus (102-106 Stephen Street)**
- 10. Post Office, 42 Stephen Street**
- 11. Single Family Residence, 405 Singer Avenue**



APPLICATION FOR LANDMARK STATUS

Lemont Historic Preservation Commission
418 Main Street
Lemont, IL 60439
(630) 257-1590
FAX (630)-243-0958
email: vlemont@aol.com

FOR HISTORIC STRUCTURES

Date: August 15, 2012

1. **Description of Designated Structure
(Legal Description and Common Street Address)**

Common Street Address: 301/305 Lemont Street

Legal Description: (See Attachment) SE Corner Illinois & Lemont Streets

2. **P.I.N.# (s)**

22-20-427-001

3. **Year of Construction**

1887-1888 (Church)
1926 (Parsonage)

4. **Name and Address of the property owner:**

St. Matthew Evangelical Lutheran Church & Parsonage, 301 & 305 Lemont Street, Lemont, IL 60439
Pastor Michael Gudgel, Board of Church Property.

5. **Significant Architectural Features:
(Church)**

Three bay front façade and three bay rear façade, constructed of native rusticated limestone; projecting central bell tower in front of front gabled roof; tower is in three parts, divided by projecting stone stringcourses, with three pointed arch openings with surround and keystone in each part. Ground floor has recessed front entry, paired door configuration, and stained glass windows; 3rd level arch infilled with wood louvers and quatrefoil-like opening at top. Entire central tower topped with hipped roof. First floor, pointed arch sanctuary window openings that are tall and narrow with stone lintels and keystones and inset paired lancet arch stained glass window.

(Parsonage)

2.5 story brick American Foursquare single family dwelling in the prairie style. Hipped central dormer with 3-light wood windows; full width front porch with hipped roof brick piers, and knee wall. Decorative brick work panel, broad overhanging eaves, front entry door with original wood door and sidelights with geometric glazing

6. **Reasons in Support of Proposed Designation:**

See attachment

7. **Provide Documentation that Property Owner has been Notified or Consents to this Application**

See-attachment

8. **Attachments: Overall Site Plan and Photographs of (all sides) of the Proposed Landmark. The Plan may also include front, side and rear elevation drawings.**

The Commission shall schedule a public hearing within 60 days of receipt of this application. Public Notice shall be sent by mail to owner(s) of record, lessees, and to the nominator(s) and adjoining property owners not less than 15 days prior to hearing date. Notice of Hearing shall be published in a newspaper of general circulation in the Village of Lemont.



Lemont Historic Preservation Commission
418 Main Street
Lemont, IL 60439
(630) 257-1590
e-mail: vlemont@lemont.il.us

St. Matthew Evangelical Lutheran Church 301 Lemont Street

The cornerstone of St. Matthew Evangelical Lutheran Church was laid on June 26, 1887 and construction of the present building, using Lemont native limestone, was completed in 1888 in the Gothic-Roman Revival style. The walls are almost three feet thick. The windows are Gothic in style while the design around the steeple is Neo-Roman. The original steeple was a tall, tapered, traditional structure but was destroyed in a fire on January 18, 1918. The steeple, roof and interior were ruined, but the stone walls stood, so the church was rebuilt without any exterior changes except for the tall steeple, which was omitted. The congregation kept the original simple design including the opalescent glass windows. The original church building measures 40 x 75 x 22 and was built at a cost of \$9,178. The adjoining parsonage was added in 1926.

The building is listed on the Illinois Historic Structures Survey and its significant features are described: "Three bay front façade and three bay rear façade; rusticated limestone façade; projecting central bell tower in front of front gabled roof; tower is in three parts divided by projecting stone stringcourses, with three pointed arch openings with surround and keystone in each part. Ground floor has recessed front entry, paired door configuration (not historic doors) and stained glass transom, 2nd level has paired lancet arch stained glass windows, 3rd level arch infilled with wood louvers and quatrefoil-like opening at top. Entire central tower topped with a hipped roof. First floor, pointed arch sanctuary window openings that are tall and narrow with stone lintels and keystones and inset paired lancet arch stained glass window."

The Parsonage building, according to church records, was added in 1926, although the Granacki survey estimates it as earlier. The 2 ½ story brick American Foursquare single family home was constructed in the prairie style. Its significant architectural features are a hipped roof central dormer with 3-light wood windows, a full width front porch with ipped roof brick piers and knee wall. It has a decorative brick work panel, broad overhanging eaves, and the entry is the original wood door with sidelights.

The Granacki Survey of the Lemont Historic District completed in 2006, ranks the Church building as "Significant" and eligible for National Register designation. It is described as "architecturally significant as a fine modest late-19th century Gothic Revival design of local stone with central bell tower." The adjoining parsonage was added in 1926 in the prairie style and is ranked in the Granacki survey as Potentially Significant and potentially eligible for a National Register designation.

Criteria for Landmark Designation

In order to be considered for designation as a historic landmark, a building, structure or area shall meet one or more of the following criteria.

- 1. Have significant value as part of the historic or cultural heritage of Lemont, Cook County, the State of Illinois, or the United States.**

The 1830's and 1840's in Europe were a time of upheaval. In Germany, liberal students were censured for the murder of a conservative writer. This, coupled with crop failures in the 1840's and 1850's drove many young Germans to the United States, and eventually to work on the I & M Canal. Many German immigrants had the value

of education and moved themselves into positions of supervision on the project. Some of the Canal workers remained for the subsequent quarrying industry and construction of the Sanitary & Ship Canal to become the businessmen and entrepreneurs of the Lemont community.

As early as 1869, there were enough German Lutherans in the Lemont area to establish a preaching station. In 1872, land was purchased for a church. By 1874, the parish was formally organized above the Tedens and Thormahlen Store at 102-106 Stephen Street.

- 2. Be identified with a person or persons who significantly contributed to the development of Lemont, Cook County, the State of Illinois, or the United States.**
Names like Tedens, Thormahlen, Gerharz, Otzenberger, and Brandt were prominent in forming the roots of the Lemont Community, to be joined by other early pioneers as evidenced by the names inscribed on downtown buildings, Fruehauf, Wend and Fischbach, among others.
- 3. Be representative of the distinguishing characteristics of architecture inherently valuable for the study of a period, type, method of construction, or use of indigenous materials, especially the use of stone known as “Lemont limestone” or “Athens marble,”**
St. Matthew Evangelical Lutheran Church, constructed in 1887-88, is one of four religious buildings constructed of Lemont limestone. Founding parishioners Tedens & Thormahlen were quarry owners and also owned the lumber yard in Lemont, and likely contributed materials for its construction.
- 4. Be a notable work of a master builder, designer, architect or artist whose individual work has influenced the development of the community, county, state or country.**
No information is available on the architect or builder of the Church. Most of the early records of the church were burned in the 1918 fire.
- 5. Possess a unique location or singular physical characteristic that makes it an established or familiar visual feature, including presence in the Lemont skyline.**
As one approaches Lemont from the north, the church steeples dotting the hillside captivate visitor and resident alike. The skyline is unique in Illinois and often compared to a New England village. St. Matthew Evangelical Lutheran steeple, with its solid bell tower and hipped roof, figures prominently in the skyline.
- 6. Exhibit a particularly fine or unique example of a utilitarian structure, including but not limited to utilitarian, residential or commercial structures with a high level of integrity in architectural significance.**
As previously mentioned, the building is listed on the Illinois Historic Structures Survey and is ranked as “Significant” and eligible to be included on the National Register of Historic Places in the 2006 Granacki Survey of the Lemont Historic District.
- 7. Have yielded, or be likely to yield, information important in history or pre-history.**
In local history, the buildings constructed of native limestone by local artisans are few and precious structures, and all are worthy of landmark status in the Historic District.

Village of LEMONT

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 301

DIRECTION

STREET Lemont

PIN

LOCAL SIGNIFICANCE RATING S

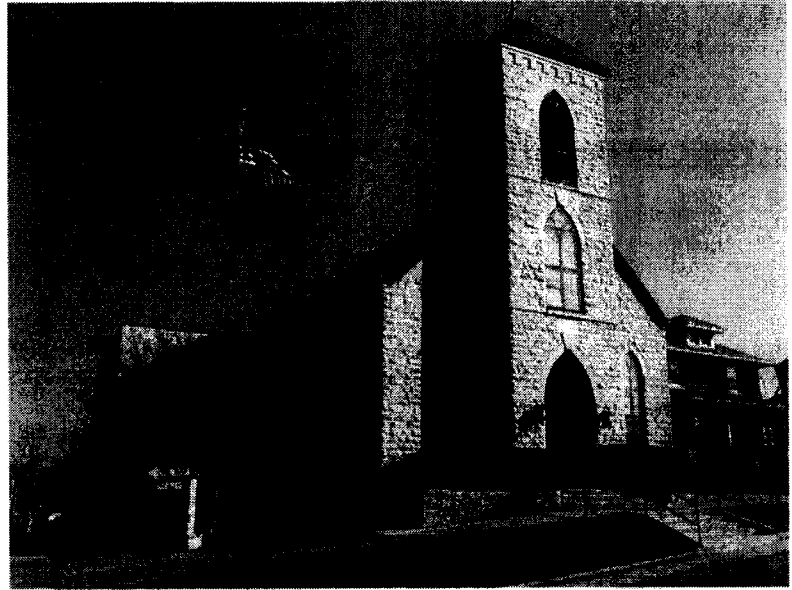
POTENTIAL IND NR? (Y or N) Y

CRITERIA C

Contributing to a NR DISTRICT? C

Contributing secondary structure?

Listed on existing SURVEY? IHSS-P



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Religion - religious facility
CONDITION	good	HISTORIC FUNCTION	Religion - religious facility
INTEGRITY	minor alterations and addition(s)	REASON for SIGNIFICANCE	Architecturally significant as a fine modest late-19th century Gothic Revival design of local stone with central bell tower. Built for German immigrants.
STOREFRONT INTEGRITY			
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Church	PLAN	rectangular
DETAILS	Gothic Revival	NO OF STORIES	2
BEGINYEAR	1887	ROOF TYPE	Front gable
OTHER YEAR	1918	ROOF MATERIAL	Ceramic Tile
DATESOURCE	Cornerstone	FOUNDATION	Stone
WALL MATERIAL (current)	Limestone	PORCH	
WALL MATERIAL 2 (current)		WINDOW MATERIAL	stained glass
WALL MATERIAL (original)	Limestone	WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	
		WINDOW CONFIG	

SIGNIFICANT FEATURES See continuation sheet.

ALTERATIONS Two story, brick rear church hall addition (1971-#1513=brick church addition); north side entry with canopy, concrete steps and wrought iron rail. See also 305 Lemont.

Village of LEMONT

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY
CONTINUATION SHEET

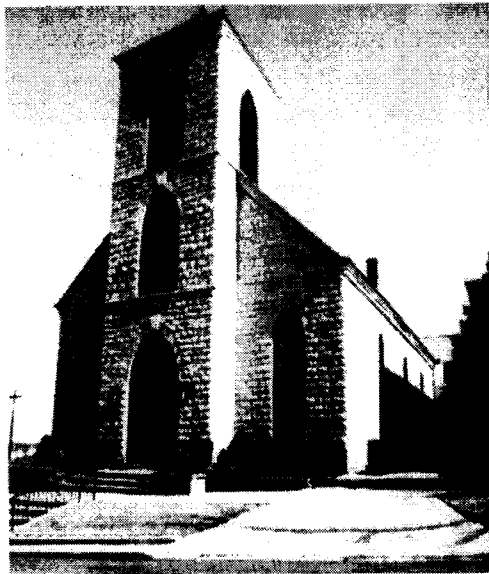
STREET # 301

STREET LEMONT

ADDITIONAL PHOTOS OR INFORMATION

Significant features:

Three bay front façade and three bay rear facade; rusticated limestone façade; projecting central bell tower in front of front gabled roof; tower is in three parts divided by projecting stone stringcourses, with three pointed arch openings with surround and keystone in each part. Ground floor has recessed front entry, paired door configuration (not historic doors) and stained glass transom, 2nd level has paired lancet arch stained glass windows, 3rd level arch infilled with wood louvers and quatrefoil-like opening at top. Entire central tower topped with a hipped roof. First floor, pointed arch sanctuary window openings that are tall and narrow with stone lintels and keystones and inset paired lancet arch stained glass window



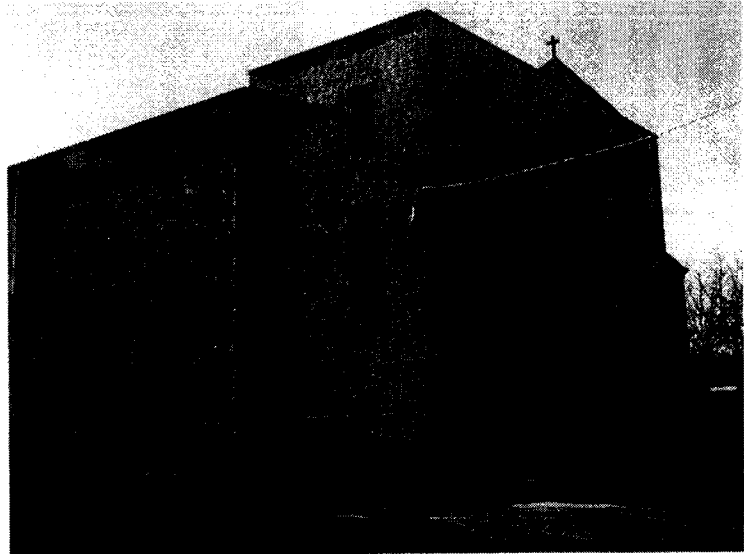
Illinois Historic Structures Survey Image

STOREFRONT
FEATURES

STOREFRONT
ALTERATIONS

HISTORIC INFORMATION

HISTORIC NAME	St. Matthew Evangelical Lutheran Church
COMMON NAME	
PERMIT NO:	
COST	
ARCHITECT	
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	



HISTORIC INFO Completed in 1888 for a congregation of German Lutherans. Historical society notes its opalescent windows in its downtown walking tour. Listed as constructed in ca. 1874 in IHSS. Fire damaged building in 1918.

LANDSCAPE On southeast corner of Illinois and Lemont Street; lot slopes downward to north side; building faces Lemont Street; concrete front steps with aluminum railings; mostly residential uses surrounding church; similarly setback on block

PHOTO INFORMATION

ROLL1	
FRAMES1	
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	\\images\lemont301.jpg
DIGITAL PHOTO ID2	\\images\lemont301a.jpg

SURVEY INFORMATION

PREPARER	JENNIFER KENNY
PREPARER ORGANIZATION	GRANACKI HISTORIC CONSULTANTS
SURVEYDATE	10/18/2005
SURVEYAREA	LEMONT HISTORIC DISTRICT

PRESERVATION COMMISSION INFO

CERTIFICATE OF APPROPRIATENESS

COA DATE:

COA NOTES:

Village of LEMONT

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 305

DIRECTION

STREET Lemont

PIN 22-20-427-001

LOCAL SIGNIFICANCE RATING PS

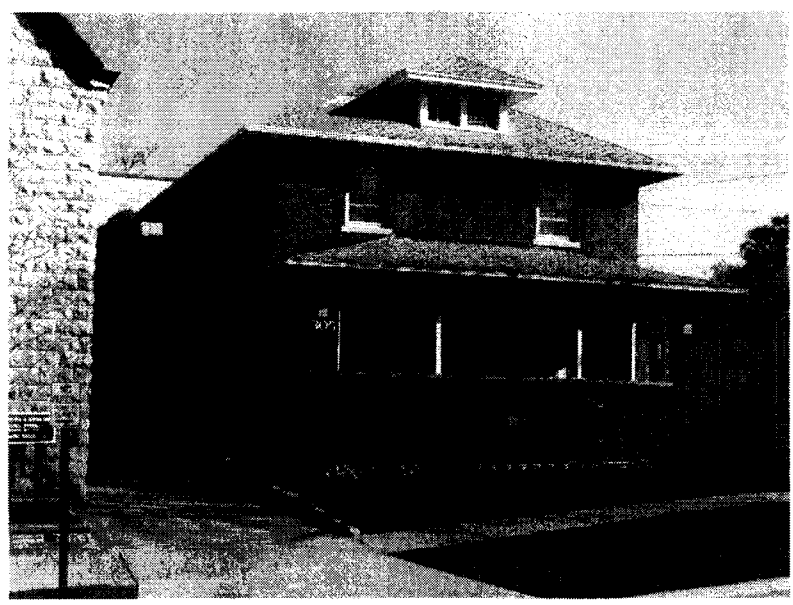
POTENTIAL IND NR? (Y or N) Y

CRITERIA C

Contributing to a NR DISTRICT? C

Contributing secondary structure?

Listed on existing SURVEY?



GENERAL INFORMATION

CATEGORY building

CONDITION excellent

INTEGRITY minor alterations

STOREFRONT INTEGRITY

SECONDARY STRUCTURE

CURRENT FUNCTION Domestic - single dwelling

HISTORIC FUNCTION Domestic - single dwelling

REASON for SIGNIFICANCE Attached to church next door which is National Register eligible.

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION American Foursquare

DETAILS Prairie

BEGINYEAR c. 1915

OTHER YEAR

DATESOURCE surveyor

WALL MATERIAL (current) Brick

WALL MATERIAL 2 (current)

WALL MATERIAL (original) Brick

WALL MATERIAL 2 (original)

PLAN rectangular

NO OF STORIES 2.5

ROOF TYPE Hipped

ROOF MATERIAL Asphalt - shingle

FOUNDATION Concrete - poured

PORCH Full front

WINDOW MATERIAL wood

WINDOW MATERIAL

WINDOW TYPE double hung

WINDOW CONFIG 3/1; 4/1

SIGNIFICANT FEATURES Hipped central dormer with 3 light wood windows; full width front porch with hipped roof, brick piers, and knee wall; decorative brick work panel; broad overhanging eaves; front entry door with original wood door and sidelights with geometric glazing

ALTERATIONS Replacement wood windows in original openings (not true divided lights); aluminum soffits; attached to church hall at rear; permits in 1994-#94008=lower level remodeling; 1996-#960360=public walk & stairs

STOREFRONT
FEATURES

STOREFRONT
ALTERATIONS

HISTORIC INFORMATION

HISTORIC
NAME

COMMON
NAME

St. Matthew's Parsonage

PERMIT NO:

COST

ARCHITECT

ARCHITECT2

BUILDER

ARCHITECT
SOURCE

HISTORIC
INFO

Village of Lemont says built 1926. However, based on Prairie style features, house appears to have been built earlier than 1926.

LANDSCAPE

Midblock on east side of mixed use street between Illinois and Cass; side concrete driveway; similar setbacks on block; lot slopes downward to north; front sidewalks; mature tree at front

PHOTO INFORMATION

ROLL1

FRAMES1

ROLL2

FRAMES2

ROLL3

FRAMES3

DIGITAL
PHOTO ID

\\images\lemont3
05.jpg

DIGITAL
PHOTO ID2

SURVEY INFORMATION

PREPARER

JENNIFER KENNY

PREPARER
ORGANIZATION

GRANACKI HISTORIC CONSULTANTS

SURVEYDATE

10/18/2005

SURVEYAREA

LEMONT HISTORIC DISTRICT

PRESERVATION COMMISSION INFO

CERTIFICATE OF APPROPRIATENESS

COA DATE:

COA NOTES:



Village of Lemont
Community Development Department

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

TO: Committee of the Whole

#122-12

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

THRU:

SUBJECT: Façade Grants – Sweetwater Deli and Otto Brandt Wines

DATE: 14 November 2012

SUMMARY

In 2010 the Village resurrected its Downtown Façade, Sign, and Site Improvement Grant Program, ("façade grants") with the passage of Ordinance O-51-10. Staff received two applications for façade grants: from Sweetwater Deli for awnings and from Otto Brandt Wines for a wall sign. The ordinance approving the façade grant program outlines two application deadlines: In February and in August. Both of these applications were received outside of the application windows for this fiscal year. Additionally, the grant program requires applications for grants be approved prior to commencement of work; the Otto Brandt Wines sign has already been installed.

Nevertheless, I forwarded these applications to the ad hoc review committee for consideration. Despite the lack of strict adherence to the approving ordinance, the ad hoc committee recommends approval of both applications with grant amounts as follows:

Sweetwater Deli (316 Canal) awnings: \$1,855.00

Otto Brandt Wines (110 Main) sign: \$1,201.90

The Historic Preservation Commission has issued Certificates of Appropriateness for both the awnings and the sign. Both grants are for relatively small amounts, and grant money for this fiscal year remains unused. For review I have attached my records of all façade grants and payments made to date. Note that I have not reconciled these records with the Finance Department.

ATTACHMENT

Façade Grant Spreadsheet

FAÇADE GRANT APPROVALS AND PAYMENTS

	Project Work	Date of Application (yymmdd)	Approving Ordinance	Approval Date (yymmdd)	Approval Amount	Paid	FY Balance
FY 2010-11							
	Budget allocation						\$15,000.00
310 Illinois (McPartland)	façade renovation	100803	Ord O-22-11	110228	\$10,000.00	\$10,000.00	\$5,000.00
115 Illinois (Nail Academy)	awning	100930	Ord O-82-10	101025	\$1,775.00	\$1,775.00	\$3,225.00
FY 2011-12							
	Budget allocation					\$23,973.52	\$30,000.00
221 Main St (Nick's)	façade renovation	100930	Ord O-83-10	101025	\$8,422.27	\$8,422.27	\$21,577.73
220 Main St (Martellen's)	awning, sign	110720	Ord O-57-11	110822	\$2,734.75	\$2,734.75	\$18,842.98
114 Stephen (Forzley)	roof	110509	Ord O-55-11	110822	\$4,765.50	\$4,765.50	\$14,077.48
110 Stephen (Tom's Place)	awning	110731	Ord O-56-11	110822	\$4,301.00	\$4,301.00	\$9,776.48
103 Stephen (Stone House)	Structural; exterior	111014	Ord O-67-11	111024	\$3,750.00	\$3,750.00	\$6,026.48
FY 2012-13							
	Totals				\$19,100.00		\$30,000.00
312 Canal St	façade renovation	120221	Ord O-26-12	120409	\$15,000.00	\$15,000.00	\$15,000.00
406 Main St	façade renovation	120229	Ord O-27-12	120409	\$4,100.00		



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #123-12

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

THRU

SUBJECT: Rezoning of SE Corner, 131st St and Parker Rd (Paradise Park)

DATE: 15 November 2012

SUMMARY

In 2008 the Village Board approved a PUD Plan/Plat, annexation and rezoning to R-5 with special use for an assisted living facility. Since the time of the Village approvals, the property has continued to be used for agricultural purposes. While initial staff review of approval documents and the Unified Development Ordinance leads us to believe development of the property would still be bound by the terms of the annexation agreement, i.e. it would need to be developed as an assisted living facility, we nevertheless feel it is prudent to amend the underlying zoning on the property (R-5) to a zoning category more similar to existing development and/or other approved developments.

PROPERTY INFORMATION

Original Case No. 28.01
Project Name Paradise Park Assisted Living / Memory Care Facility

General Information

Special use for assisted living	To construct an assisted living / memory care facility with 80 units in 5 bldgs and 18 units in 9 duplex bldgs. Garage and community center bldgs also included.
Site Location	SE corner of Parker Rd and 131 st St, PIN 22-35-300-002-0000
Existing Zoning	Lemont R-5/Special Use for Assisted Living Facility
Size	10.4 acres
Existing Land Use	Agricultural
Surrounding Land Use/Zoning	North: Single-family residential zoned Cook Co R-3 South: Single-family residential zoned Cook Co R-3 East: Single-family residential zoned Cook Co R-3 West: Vacant zoned Lemont PUD R-4 (Glen Oaks)
Comprehensive Plan 2002	Low density residential (0-2 DU/Ac); rural character

Zoning History	Current Village approvals granted in 2008. See below.
Approved Dwelling Units	96 total: 16 in duplexes; 80 in assisted living / memory care
Density	9.23 units / acre
Special Information	
Physical Characteristics	Gentle slope on site from southeast to northwest corner; two agricultural fields divided by north-south line of trees running down eastern third of the site.
Other	Site is directly across from Glen Oaks Estates PUD R-4 approved Aug '07 for 250 single-family homes on 132 acres.

ZONING AND LAND USE APPROVAL HISTORY

In 1999, while the subject property was still part of unincorporated Cook County, a lawsuit was filed seeking a declaration that the Cook County R-3 zoning, as applied to the subject property, was invalid and void as it prevented plaintiffs' proposed 44-unit townhouse development on the site. The case reached the Appellate Court of Illinois (1st District). In 2006 the court noted, in an unpublished decision, that surrounding property was zoned single-family residential. The court reversed the judgment of the circuit court and upheld the validity of the R-3 zoning, thus preventing the development of townhouses on the site.

In January 2008 Jim Boris of JFB Enterprises applied for annexation to the Village, preliminary PUD plan/plat approval, and rezoning to PUD R-6. Following contentious public hearings the Village Board approved ordinances for annexation agreement, annexation, and preliminary plan/plat approval, special use for a planned unit development and zoning map amendment to R-5 (Ordinances O-28-08 , O-29-08, and O-30-08). All three ordinances were approved on June 9, 2008. A subsequent ordinance approving the final plan/plat (Ordinance O-38-08) was approved by the Village Board on July 28, 2008.

In approving the rezoning and special use, the Village Board found, *inter alia*, that:

1. The proposed land use (assisted living facility) was complementary to the existing nearby land uses and would fulfill a need within the community and adjacent areas; and
2. The proposed use would fill a need that was not addressed in the 2002 Comprehensive Plan; and
3. The proposed use and plan were consistent with the Lemont Zoning Ordinance standards for planned unit developments.

CURRENT SITUATION

The Village has not received applications for site development of the property or for building permits. However, since 2008 Village staff had had periodic contact with the Jim Boris of JFB Enterprises and M. Elizabeth Aristeguieta of MEA Enterprises. Both Mr. Boris and Ms. Aristeguieta expressed optimism that pending an upturn in the housing market the property would be developed as an assisted living facility. That optimism

evaporated recently, when Ms. Aristeguieta informed me that there was little likelihood of the assisted living facility being built.

While initial staff review of the Village approvals and current situation indicates the Village is most likely protected against development of townhomes on the property outside of another discretionary review, i.e. amendment to the annexation agreement or a new PUD approval, we nevertheless feel it prudent to conduct a public hearing to gather public input on a potential rezoning. Staff has suggested a zoning map amendment that would change the underlying zoning of the subject property from its existing R-5 Single-Family Attached Residential District to R-4 Single-Family Detached Residential District. A table indicating the differences between these two districts is below.

Comparison of R-5 and R-4 Zoning

	R-5	R-4
Purpose	For medium density, attached/multi-family dwellings	For low- and medium-density single-family detached homes
Permitted home types	Duplex, two-flat, town home	Single-family detached
Min lot size	10,000 sq ft	12,500 sq ft
Min lot width	80 ft	90 ft
Min lot area per unit	3000 sq ft	12,500 sq ft

Source: Lemont Unified Development Ordinance of 2008, amended, Chapters 17-05, 17-06, and 17-07.

EVALUATION

As noted above, the Village Board found that the proposed assisted living facility was complementary to the existing land uses in the area, and staff reports and testimony provided during the land use approval process attempted to clarify how the assisted living facility would be compatible with the surrounding area, yet different from a development that was exclusively townhouses or apartments.

Surrounding land uses. The land uses have not changed since the Village approvals in 2008. Surrounding land uses are listed in the table beginning on page 1 of this staff report. The current use of the property remains agricultural. The former Leona Farm, a 131-acre property to the west across Parker Rd, was annexed in August 2007 and simultaneously approved for 250 single-family homes. For the last two years the Village and a new property owner have been negotiating an amended annexation agreement that would decrease the number of approved single-family homes slightly and create more open space.

Diminishment of property value. Virtually every zoning restriction has an adverse effect on property values, particularly a zoning restriction that would change the number of nature of the permitted housing stock. The area has been attractive for single-family home construction--the nearby Glens of Connemara subdivision continues to be one of the most active areas in the Village for single-family home construction. In 2011 the

Village issued 22 permits for single-family detached housing construction. Eleven of those 22 permits were for homes in the Glens of Connemara. For 2012 (through the date of this memorandum) the Village has issued 24 permits single-family detached housing construction. Eight of those 24 were for home in the Glens of Connemara.

Length of time property has been vacant. The property was under cultivation prior to Village annexation and agricultural use of the property has continued uninterrupted since the Village annexation and rezoning in 2008. A for sale sign has been on the property for several years, and the Village has received less than a half dozen inquiries in the last three years. The most recent inquiry—in October of this year—was for potential commercial use of the property.

Community need for R-5 zoning. The R-5 zoning district allows duplexes, two-flats, and townhouses. While recent construction of townhouses in the Village has increased lately with the start of the M/I Homes project on 127th Street, an inventory of approved duplex and townhouse projects remains: Ashbury Woods III (incomplete); Woodglen (incomplete); Covington Knolls townhouse phase (not started); Notting Hill townhouses (not started); Bella Strada (stalled/incomplete). Historically, the Village has not approved R-5 development southeast of Archer Avenue, i.e. the location of the subject property. The use of Archer Avenue as the dividing line for the location of townhouse development is stated in the Village's 2002 Comprehensive Plan.

PZC PUBLIC HEARING

On 14 November 2012 the Planning & Zoning Commission conducted a public hearing on the rezoning. Three residents from the area spoke in favor of rezoning the property; the appropriateness of R-4 rather than R-3 was also questioned. All five members of the PZC voted to recommend rezoning to R-4. Minutes of the meeting are not yet available. Staff will forward the minutes, as well as findings of fact, as attachments in a follow-up report.



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #117-12

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-12 UDO Amendments

DATE: November 13, 2012

SUMMARY

Over the past several months, the Village Board and the Planning & Zoning Commission have worked together to give staff policy direction related to the regulation of internally illuminated monument signs and electronic message centers. Last month, the Village Board adopted an ordinance amending the UDO to allow internally illuminated monuments signs. This month, staff is presenting the draft amendments to the UDO's electronic message center provisions. An ordinance will be presented at the next regular Village Board meeting for approval.

Based on input from the Village Board and Planning & Zoning Commission, staff proposes to delete the current contents of UDO §17.11.200 Electronic Message Centers and District, and replace it with the following:

17.11.200 ELECTRONIC MESSAGE CENTERS

A. Allowable Locations. Electronic message centers shall be located:

1. On property zoned B-3 or INT.
2. Adjacent to one of the following arterial roads:
 - a. Lemont Road; or
 - b. State Street; or
 - c. 135th Street; or
 - d. McCarthy Road; or
 - e. Bell Road; or
 - f. Archer Avenue; or
 - g. Route 83.

3. At least 400 feet from another electronic message center. This distance of 400 feet shall be measured from the base of one sign directly to the base of the other sign. Service stations shall be exempt from this 400-ft distance requirement, and an electronic message center at a service station shall not prevent the establishment or operation of another electronic message center that would otherwise be allowed under this chapter.
4. At least 250 feet from the nearest residentially zoned property that is adjacent to the same street on which the electronic message center is located.

B. Sign Design. Electronic message centers shall:

1. Be incorporated into a monument sign that includes a non-EMC message.
2. Not be located above a non-EMC message.
3. Not exceed 33% of the total sign area.
4. Comply with all other standards for monument signs found in this chapter.

C. Illuminance. The night-time illumination of electronic message centers shall conform to the criteria set forth in this section.

1. The illuminance of an electronic message center shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color EMC, or a solid message for a single-color EMC. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the following formula:

$$\text{Measurement Distance} = \sqrt{\text{EMC area (in square feet)} \times 10}$$

2. The difference between the off and solid-message measurements using the EMC Measurement Criteria shall not exceed 0.3 footcandles at night.
3. All electronic message centers must be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements.

D. Other Display Features. Electronic message centers shall conform to the following standards:

1. The electronic message shall not change more frequently than once every seven seconds.
2. Flashing, blinking, scrolling, chasing, animation, and other similar effects shall be prohibited.

3. The electronic message center shall display a maximum of two colors at any given time. The background of the electronic message center must remain black at all times and the black background does not constitute a color toward the two-color limit.

E. Service Stations. The electronic message center at service stations shall be limited to the prices of motor fuel products and the height of the “\$” and the numbers which indicate the prices shall be no greater than 15 inches. Up to four prices of motor fuel products may be displayed, so long as all the other restrictions of this chapter and this section are met.



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #119-12

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

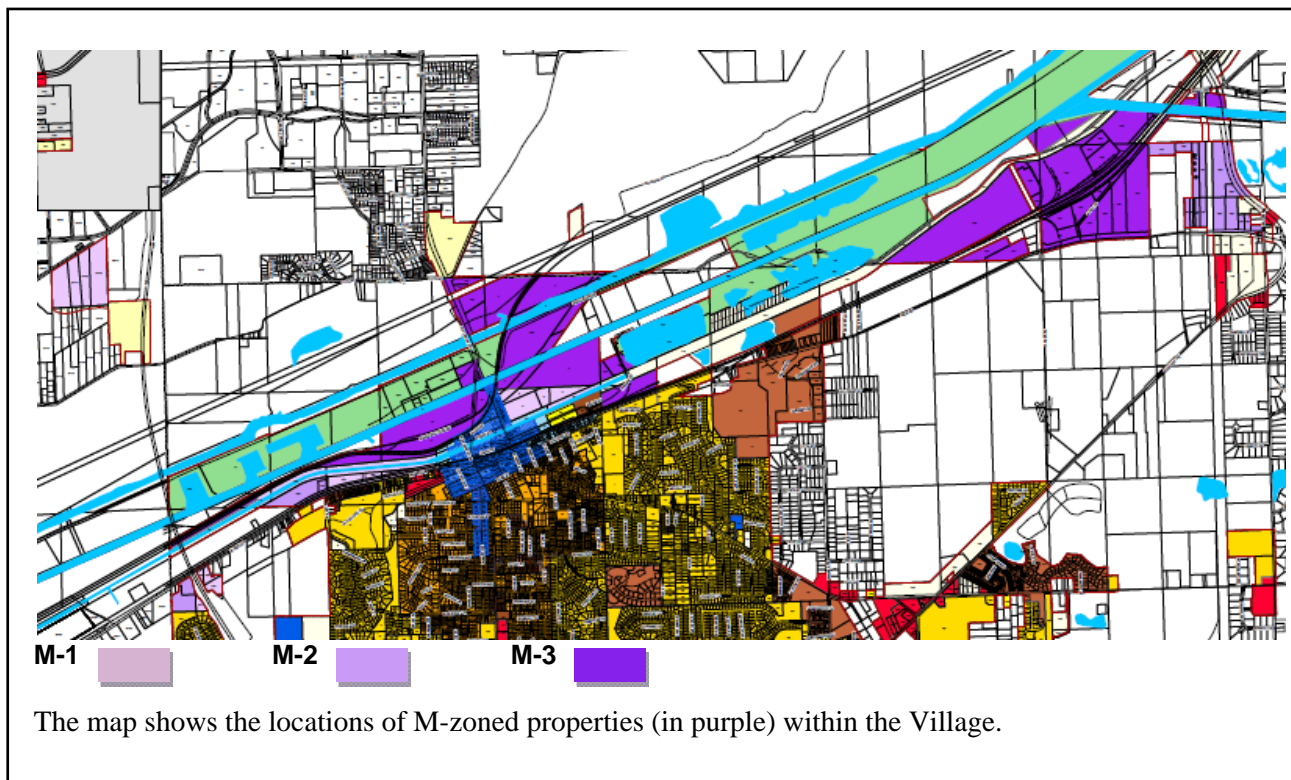
THRU

SUBJECT: Case 12-19 UDO Amendments (Residential and Other)

DATE: 14 November 2012

SUMMARY

This round of proposed amendments to the UDO primarily addresses landscaping for the M districts, architectural standards and anti-monotony provisions, and other minor changes for the DD district. The PZC reviewed and recommended the changes, except as noted on the attached chart.



Chapter/Section/Paragraph	Reason for Proposed Change
<p>Entire UDO Change all references in Unified Development Ordinance from “Community Development Director” to “Planning and Economic Development Director.”</p>	<p>Title was changed three years ago.</p>
<p><i>Section 17.03.020, Paragraph B, amend as follows:</i> The Community <u>Planning and Economic</u> Development Director shall also serve as the Zoning Administrator. The Zoning Administrator shall have the authority to approve minor variations as follows:</p> <ol style="list-style-type: none"> 1. Transition yards. Zoning Administrator may reduce a required transition yard to 9 feet when the required width of 12 feet would prevent the installation of appropriately-sized driving lanes or fire lanes. 2. Off-street parking standards. The Zoning Administrator may reduce required off-street parking by 10 percent to allow for additional landscaping. 3. Placement of accessory structures. The Zoning Administrator may reduce the setback of an accessory structure by 10 percent in situations where topography, existing trees or shrubs, render it difficult or impossible to appropriately place the desired accessory structure. 4. Errors in the field. The Zoning Administrator may approve minor errors made in the field during construction. 	<p>This amendment would expedite the approval of building permits. The scope of Zoning Administrator approvals has been designed to minimize potentially large or unwanted impacts on surrounding areas.</p> <p>One member of the PZC was against the inclusion of authority to grant minor variations for transition yards. He felt such a provision would only encourage attempts to squeeze in more on the site.</p>
<p><i>Table 17-06-01, change “Lodge, fraternal and civic assembly” from a prohibited use to a permitted use in the DD district;</i></p> <p>Table 17-06-02, amend as follows:</p> <p>Decks and terraces in a residential district, <u>DD</u>, or <u>INT</u> district, provided they are: at least 15 ft from all lot lines in districts R-1, R-2, R-3, and R-4; and in districts <u>DD</u>, <u>INT</u>, R-4A, R-5 and</p>	<p>This amendment corrects an oversight in the current code. the VFW is within the DD district, and staff sees no negative impacts in allowing other fraternal organizations. Likewise, there will be minimal impact from the provision for sheds, decks and terraces.</p>

Case 12-19 Proposed Amendments to UDO

<p>R-6 at least 10 ft from all lot lines or equal to the setback of a conforming principal structure, whichever is less.</p> <p>And</p> <p>Sheds, in <u>DD, INT and all</u> residential districts, up to a maximum of 160 sq ft</p>	
<ul style="list-style-type: none"> ▪ <i>Section 17.11.100, add the following new paragraph:</i> <p>G. Village Event Signs. The Village sponsors, coordinates, or otherwise promotes special events aimed at achieving economic development goals, e.g. attracting tourists to the downtown. i.e. the DD district. Signs for Village-sponsored events may be placed in the Village’s public right of way, on light poles, or fences on Village property. For the purposes of this section, “Village-sponsored events” shall mean festivals, parades and other seasonal activities that are funded entirely or in part by the Village, and which have a goal of attracting visitors to DD district and/or celebrating the heritage and history of Lemont.</p>	<p>I feel we need specific standards, expressed in the UDO like all of our other sign regulations, that govern the placement of these special event banners for car shows, parades, Heritage Fest, etc.</p> <p>The PZC did not like language concerning placement of signs on light poles, noting that some poles are owned by ComEd and not the Village.</p>
<ul style="list-style-type: none"> ▪ <i>Add the following new section to Chapter 17.20:</i> <p>17.20.061 ADDITIONAL LANDSCAPE STANDARDS FOR LOTS ZONED “M”</p> <p>Lots zoned “M” that abut lots zoned B, DD, or INT, or that are separated by a public right of way from lots that are zoned B, DD, or INT, shall provide landscaping and/or screening as follows:</p> <p>A. Abutting B, DD, or INT. Along the entire length of any property line of an M-zoned lot that abuts a B, DD, or INT-zoned lot, a wood fence with a minimum of 95% opacity and with a minimum height of six feet shall be erected and maintained; and</p>	<p>We need to strike a balance between requiring our industrial uses to present a good face, and not having overly burdensome requirements. This new section attempts to strike that balance, and it also corrects a deficiency in the current code: lack of requirement for a “transition yard” when an M district abuts a B district.</p> <p>PZC should consider whether a fence along a public road should be an option. Note that this would impact M-zoned areas along Lemont Rd, Main Street, and New Avenue. We already have some fences (along New Avenue) and I see a fence in such situations as an appropriate alternative. Heavy landscaping that totally screens these site borders along roads would be expensive.</p>

<p>B. Along a Public Street. Along the property line of any M-zoned property that fronts a public street:</p> <ol style="list-style-type: none"> 1. At least 2.0 plant units per 100 linear feet shall be installed and maintained; or 2. A wood fence with a minimum of 95% opacity and with a minimum height of six feet plus at least one plant unit per 100 linear feet shall be installed and maintained. 3. M-zoned properties along Industrial Park Drive and Canal Bank Road are exempt from the provisions of this paragraph C. 	
<ul style="list-style-type: none"> ▪ <i>Amend 17.20.070, Paragraph A, as follows:</i> <ol style="list-style-type: none"> A. <u>Applicability.</u> All parking lots <u>in all B, R, DD, and INT districts containing 15 or more parking spaces shall be landscaped in accordance with the provisions of this section.</u> The requirements of this section do not apply to storage of new or used motor vehicles or boats or to trucking or motor freight terminals that are not normally open to the public. 	<p>Amendment attempts to clarify that landscaping would not be required for parking lots in M districts. This change is in conjunction with the proposed changes for additional landscaping around perimeter of site (see above)</p>
<ul style="list-style-type: none"> ▪ <i>Section 17.22.020, Add a new paragraph 5 allowing building massing as a standard for “design variety in residential construction” as follows:</i> <p>Building massing. Building massing shall differ in at least one of the following ways:</p> <ol style="list-style-type: none"> a. Both the height and width, as viewed from the front of the residence, shall differ by at least 15 percent; or b. The length of the roofline, as viewed from the front of the 	<p>Staff and home builders continue to struggle with our anti-monotony provisions. I feel we are very close to having provisions that accomplish the anti-monotony goals, provide flexibility, and are not burdensome. The additional of another criterion (massing) will allow more flexibility and it also acknowledges a major factor in making houses appear different.</p> <p>The PZC felt credit could be given for height OR width difference, rather than requiring both height and width for credit. The PZC felt the roof pitch provision was unnecessary.</p>

Case 12-19 Proposed Amendments to UDO

<p>residence, shall differ by at least 33 percent. In instances where one roofline, as viewed from the front of the residence, is a peaked roof, then the other roofline, as viewed from the front of the residence, shall have a horizontal run of at least 12 feet.</p> <p>c. The pitch of the roof?</p>	
<ul style="list-style-type: none"> ▪ <i>Section 17.22.020, Para D. Amend sub-paragraph 1.a as follows:</i> <p>The percentage of at least one exterior material, e.g. brick, on the proposed building shall be changed by at least 25 <u>20</u> percent from the same material on the other subject building.</p>	<p>Many facades have large areas of windows, doors, and other features that make it difficult to drastically change percentages of materials on the elevations. Lower the percentage required from 25 to 20 will make it easier to comply with the code and still maintain the intent of anti-monotony.</p>
<ul style="list-style-type: none"> ▪ <i>Section 17.22.020, Para D. Amend the sub-paragraph 1.b as follows:</i> <p>The color <u>or size/type</u> of brick, <u>decorative stone or synthetic stone</u> on the proposed building differs from the color or size/type of brick <u>or stone</u> on the other subject building.</p>	
<ul style="list-style-type: none"> ▪ <i>Section 17.22.020, Para D. Amend the sub-paragraph 1.d as follows:</i> <p>The presence or incorporation of belt courses, brick soldier course, or other brick <u>or stone detail</u> on the proposed building is extensively different from such architectural features on the other subject building.***</p>	
<ul style="list-style-type: none"> ▪ <i>Section 17.22.020, Para D. Amend this paragraph to read as follows:</i> <p>Criteria. When comparing the proposed new single-family</p>	<p>This, coupled with the new provision on massing, will allow greater flexibility for home builders to meet the code.</p>

Case 12-19 Proposed Amendments to UDO

<p>dwelling to another single-family dwelling subject to the proximity standards of paragraph B of this section, the two buildings shall be deemed dissimilar, i.e., not similar in appearance, when the criteria in the four of the five paragraphs 1,2,3,4 <u>1-5</u> below are met.</p>	
<p>▪ <i>Section 17.22.050, Para D. Amend the paragraph as follows:</i></p> <p>Permitted exterior materials. The following materials, or combinations of the following materials, are expressly permitted on all exterior elevations:</p> <ol style="list-style-type: none"> 1. Brick 2. Decorative natural stone or synthetic stone 3. Wood 4. Fiber cement siding, cement board siding, e.g. Hardie plank 5. Stucco 6. Cement or concrete 7. <u>Vinyl, provided that no more than 33% of the total area of the façade is of vinyl</u> 	<p>As previously discussed at the joint COW-PZC meeting, VINYL is added.</p>
<p><i>17.22.020.D.1.d. Amend as follows:</i></p> <p>The presence or incorporation of belt courses, brick soldier courses, or other brick <u>or stone</u> detail ...</p>	
<p>▪ <i>17.22.050, Paragraph E. Remove all references to vinyl as a prohibited material.</i></p>	



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #118-12

FROM: Charity Jones, Village Planner

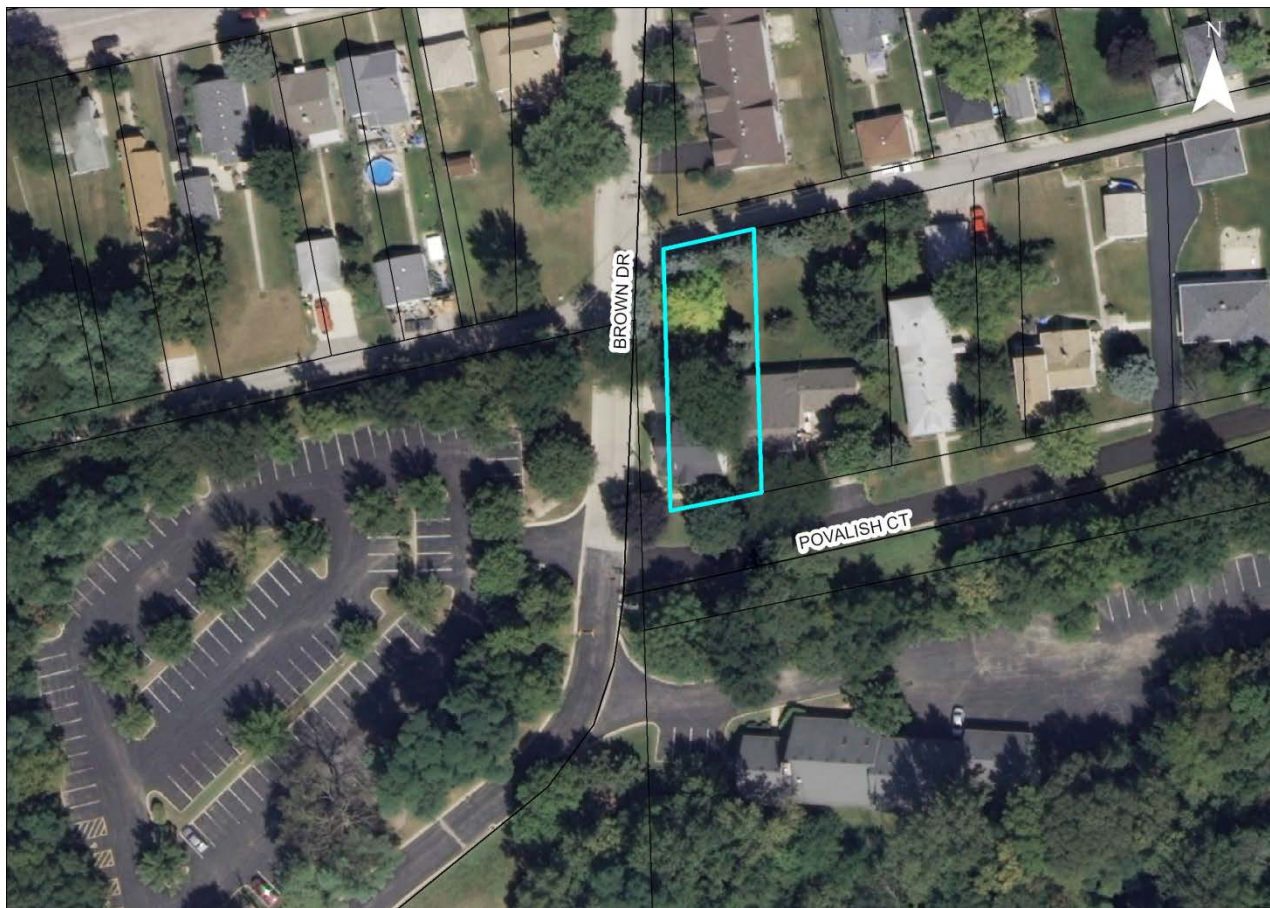
THRU: James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-18 Magnolia House, 1 Povalish Court

DATE: November 13, 2012

SUMMARY

Timberline Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc., owner of the subject property, has requested a special use for group living, not otherwise defined, to operate a six bed supportive living environment. The Planning & Zoning Commission and staff recommend approval.



PROPOSAL INFORMATION

Case No. 12.18
Project Name Magnolia House, 1 Povalish Court

General Information

Applicant	Timberline Behavioral, LLC
Agent for Applicant	Frederick Agustin
Status of Applicant	Facility owner and operator
Requested Actions:	Special use for group living not otherwise classified
Purpose for Requests	6-bed supportive living environment, 120 days or less
Site Location	1 Povolish Ct. (PIN: 22-20-305-024)
Existing Zoning	R-4
Size	51.5' X 142'
Existing Land Use	Residential
Surrounding Land Use/Zoning	North: Multifamily Residential, R-6
	South: Timberline Knolls, R-4 PUD
	East: Residential, R-4
	West: Timberline Knolls Parking, R-4 PUD
Comprehensive Plan 2002	The Comprehensive Plan map designates this area as low density residential.
Zoning History	In January 2008, a special use for group living, not otherwise defined, was approved for Magnolia House. That special use approval was granted solely to Timberline Knolls, LLC, hence the necessity for a new special use application.

Special Information

Public Utilities	Water/sewer is available on site. Electrical is overhead.
Physical Characteristics	Primary structure is improved. There is an accessory structure in the rear yard. A stand of evergreens provides landscape screening. There is an alley running behind the structure and another across the street.

BACKGROUND

Timberline Knolls is a residential treatment center providing clinical, educational, and therapeutic support for young women dealing with eating disorders, addiction, or other co-occurring disorders. The facility was formerly operated by Four Winds/Rock Creek, which closed in 2002. Timberline Knolls began operation in 2006; in 2007, Timberline Knolls sought to expand its program to include a supportive living environment for graduates of its residential treatment program. Thus, Timberline Knolls applied for a special use to operate a group living facility at 1 Povalish Court. During the public hearing process, there were no objections raised from nearby property owners.

The Village Board approved the requested special use for group living, not otherwise defined by Ordinance O-03-08 in January 2008. The special use approval was contingent upon the following conditions:

1. The structure had to meet all applicable Fire District standards.

2. Designated parking for staff and/or visitors had to be provided in a nearby parking lot on the main Timberline Knolls property.
3. The group living had to operate in accordance with the resident rules of conduct, which were attached to the ordinance.
4. The special use was granted solely to Timberline Knolls, LLC and was not transferable.

Timberline Knolls was recently purchased by Acadia Healthcare. Since the ownership of the property has changed, a new special use approval is required for the continued operation of Magnolia House. The applicant is not seeking to change the existing operations or facility in any way. As stated in the application materials, the applicant is seeking to "maintain the same rules and regulations as outlined in Ordinance No. O-03-08."

CASE HISTORY

PZC Public Hearing. The Planning & Zoning Commission conducted a public hearing on the requested special use at its October 17, 2012 meeting. Three representatives for the applicant were present and spoke on behalf of the applicant. Four nearby property owners spoke at the hearing. The minutes of the hearing are attached; the residents had a variety of questions about Magnolia House's operations, how they are related to the primary Timberline Knolls facility, and the operations of the Timberline Knolls facility. After taking public comment, the PZC voted 5-0 to recommend approval of the special use, with the following conditions:

1. The special use approval is limited to current owner/operator, its parent company, or other wholly owned subsidiary; any new owner/operator would have to reapply for special use approval.
2. The special use shall include the Magnolia House resident rules of conduct.
3. Parking for staff and/or visitors shall continue to be provided in designated areas on the main Timberline Knolls property, located at 40 Timberline Drive.

STANDARDS FOR SPECIAL USE

UDO Section 17.04.150.C states that special use requests must be consistent with the following six standards to be recommended by the PZC for approval:

1. The special use is deemed necessary for the public convenience at that location.

Analysis. Magnolia House functions as an extension of the larger Timberline Knolls facility, which provides services to women in need of mental health treatment and support. No other facility exists within Lemont to provide such services in an environment comparable to Magnolia House. The use is necessary for the public convenience in that it provides a needed service to local residents that they might otherwise have to leave the area to receive.

2. The special use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

Analysis. The special use will be operated consistent with the rules and regulations governing resident behavior included in the 2008 special use approval. The site, structure, and parking arrangements shall remain as they currently exist. The Village is unaware of any public health or safety issues occurring since 2008 and the Lemont Fire Protection District has no objection to the re-granting of the special use approval for Magnolia House.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

Analysis. The use is currently in operation and the property is well maintained. There are no proposed changes to the structure. Therefore, no change in property values is anticipated as a result of approving the special use application.

4. The special use shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens.

Analysis. As noted, the Fire Protection District has no objection to Magnolia House's continued operation at the subject site. The Village Code Enforcement Officer reported no issues with regard to Magnolia House. Staff is awaiting comment from the Lemont Police Department, but expects a report similar to Fire and Code Enforcement.

5. The special use is consistent with standards enumerated elsewhere in this ordinance for the specific use, including planned unit developments.

Analysis. The UDO does not contain any additional standards for a group living, not otherwise defined.

6. The special use meets, as applicable, the standards for planned unit developments found in Chapter 17.08 of this ordinance.

Analysis. Not applicable.

GENERAL ANALYSIS

Consistency with the Comprehensive Plan. The Comprehensive Plan designates this area for low density residential use, with a conservation / cluster design overlay. The existing conditions of the area are higher density than the 0-2 dwelling units per acre called for by the Comprehensive Plan, but the proposed special use would have no impact on the existing physical conditions of the subject site or the density of the area.

Aesthetic and Environmental. No changes are proposed to the site.

Engineering Comments. The Village Engineer had no objection to the requested special use.

Fire District Comments. As previously noted, the Fire Marshal had no objection to the requested special use.

CONCLUSIONS & RECOMMENDATIONS

The requested special use will merely allow the continued operation of Magnolia House, with no changes. Although the ownership of Timberline Knolls has changed, the administrative personnel in charge of daily operations remain the same. Therefore, staff fully expects the conditions on the site to remain as they have been for the past four years. In that time, there have been no known public health, safety, or other land use issues caused by the operation of Magnolia House. Therefore, the PZC and staff recommend approval, given the conditions noted above.

ATTACHMENTS

1. 10-17-12 PZC draft minutes
2. Application Materials
3. Ordinance O-03-08
4. Site Photos

Village of Lemont
Planning and Zoning Commission
Regular Meeting of October 17, 2012

A meeting of the Planning and Zoning Commission of the Village of Lemont was held at 6:30 p.m. on Wednesday, October 17, 2012, at the Lemont Police Department, 14600 127th Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Commissioner Spinelli called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:

Present: Kwasneski, Maher, Messer, Sanderson, Spinelli

Absent: Murphy and Schubert

Village Planner Charity Jones and Village Trustee Ron Stapleton were also present.

C. Approval of Minutes

Commissioner Kwasneski made a motion, seconded by Commissioner Maher to approve the minutes from September 19, 2012 with one correction:

1. Under Public Hearing, Item A, Case 12-16 – 423 Holmes Street Variation, the case number needs to be changed to Case 12-17, and all four references to the case also need to be changed.

A voice vote was taken:

Ayes: All

Nays: None

Motion passed

II. CHAIRMAN'S COMMENTS None

III. PUBLIC HEARINGS

A. Case 12-18 – Magnolia House, 1 Povalish Court.

A public hearing for a special use for group living, not otherwise defined.

Commissioner Spinelli, who was acting Chairman for the meeting, asked everyone to stand and raise his/her right hand. He then administered the oath. He then called for a motion to open the public hearing.

Commissioner Messer made a motion, seconded by Commissioner Maher to open the public hearing for Case 12-18. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Mrs. Jones stated in 2007 Timberline Knolls applied for a special use for group living for One Povalish Court, Magnolia House. She said it is a six bed supported living environment for women who have gone through the Timberline Knolls residential treatment program. She stated as part of the special use there were a few conditions:

1. The structure had to meet all the applicable Fire District standards.
2. That designated parking had to be provided on the main Timberline Knolls property for visitors and staff.
3. The group living had certain rules that were attached as part of the special use approval.
4. The special use was only granted to Timberline Knolls, LLC and was not transferable.

Mrs. Jones stated Timberline Knolls was recently purchased by Acadia Healthcare. She said they want to renew the special use approval for the new ownership. She stated there are no changes in the operations. Mrs. Jones said there are new resident rules which are generally more stringent than the ones that were including in the original special use. She stated the applicant has a copy of those rules for the Board to view.

Mrs. Jones stated there are standards for special uses. These are not the standards that the original special use was evaluated under because the original special use was evaluated in 2007 and the zoning ordinance was completely redone in 2008. She said the first standard is that the special use is necessary for the public convenience. She stated Magnolia House provides a service for women who are struggling with mental health issues and acts as an extension to the Timberline Knolls facility. Mrs. Jones said they feel there is such a need for this service in the community; people within the community who need these sorts of services would have to go outside the community if not available here.

The second standard is that the special use is located and proposed to be operated that the public health, safety and welfare will be protected. She said staff checked with the code enforcement officer, fire district and police department and none had any record of significant problems since the use has been in operation. She stated it should be evidence that the public health safety and welfare have been maintained during that time. Mrs. Jones stated there will be no changes to the structure or any physical improvements on the site.

Mrs. Jones said the next standard is the use will not cause substantial injury to the value of property in the neighborhood. She stated again it is already there and there are no changes being proposed.

Lastly, it will not create excessive demands on Village services or impair the ability to protect health, safety and welfare. She said again with the reports that staff got back from fire, police and code enforcement there hasn't been excessive demand for Village services.

Mrs. Jones stated staff is recommending approval. She said staff recommends the rules of conduct be included as part of the special use approval so that they become part of the special use. She stated if at some point in the future the facility was being operated in such a way that those rules were not being adhered to then that would be a violation to the special use. Mrs. Jones said that parking should be provided in designated areas in Timberline Knolls for visitors and staff. She stated staff recommends the special use be limited again to current ownership. She said the applicant is asking that not be just limited to Timberline Knolls but for it read Timberline Knolls, LLC or their parent company Acadia Healthcare, Inc or any subsidiary of Acadia Healthcare. Mrs. Jones stated that this will allow them to be able to transfer any legal entities within their company, but not let them transfer the special use to an entirely different company or corporation.

Commissioner Spinelli stated this is so it will still remain part of that group but it might be under a different entity.

Mrs. Jones stated that is correct and it will still be owned by Acadia Healthcare.

Commissioner Spinelli asked if the applicant would like to make a presentation.

Fred Agustin, 161 N. Clark, Chicago, attorney for Acadia Healthcare stated he had nothing more to add to what Mrs. Jones stated. He said he would like to pass out at this time the new rules and regulation for Magnolia House. He then gave each Commissioner a listing of those rules and also for the people who attended the meeting who requested them. Mr. Agustin stated they are here only because of the change of ownership. He said they will continue operating the same way and nothing will be changing to the structure. He stated they are here to answer any of their questions.

Commissioner Sanderson stated he wanted to clarify that nothing is changing and they are here tonight to change the special use because Timberline Knolls got bought out by Acadia Healthcare.

Mr. Datallo, Administrator for Timberline Knolls, stated he was correct. He stated that he has been with Timberline Knolls for four to five years. The operations are the same and staff is the same. He said it is for legal ownership and the only change is to the rules and regulations.

Commissioner Messer asked if the residents live inside or outside the white fence.

Mr. Datallo said they live outside the white fence and attend programs inside the white fence. He stated the only ones allowed in the program are the ones who graduate through the Timberline Knolls program not anyone outside.

Commissioner Spinelli stated it is an extension to what Timberline Knolls already provides.

Mr. Datallo stated he was correct.

Mrs. Jones reminded the audience that if they want to speak they will have to be sworn in.

Commissioner Spinelli asked for anyone who would like to speak in regards to this case to please stand and raise his/her right hand. He then administered the oath again.

Nancy Jackson, 15964 New Avenue, Lemont asked what kind of difference does this extension treatment make in the residents' lives.

Mr. Datallo stated that they are sleeping on their own and it is out of the 24 hour monitoring. He said they have to make some decisions and more self-responsibility, but the program is still for them. He stated if they are successful there then they go back to their area or home and continue with that support.

Ms. Jackson asked if they go out to work.

Mr. Datallo stated some do.

Dorothy Rosier, 15952 New Avenue, Lemont asked why it was necessary to have a building physically outside of the fence. She stated why can't it be inside the fence but used in the same manner. She said she lives behind Timberline Knolls and has been a resident here for eight years. Ms Rosier stated there have been many times that she has witnessed women who do not want to stay there running down the street. She said a couple of times they had to call police and a couple of times the security from the building had caught them to bring them back. She stated two weeks ago she heard a woman screaming, "Don't touch me" coming from Timberline Knolls. Ms. Rosier said her fear is that one day a woman wanting to get away will end up at her house. She asked why it has to be outside the fence when there are issues inside the fence. She stated she realizes it is a step down process but couldn't it be performed inside the fence.

Mr. Datallo stated there are a couple of levels of care. He said he will address the Magnolia house, but he will not address what they do inside the fence. He stated everyone that they service is voluntarily admitted and they are not an in-patient

psychiatric facility. Nobody is held against their will unless it is clinically determined that they may harm themselves. Mr. Datallo said the ones that are living in the Magnolia House have been through their residential program, which is a little more secure and more supportive program. He stated when they get to a level, based on a licensed physician; they then are ready for the next level. He said the women have to be engaged in treatment. Their program is a 12 step program with the first three levels being honesty, engagement, and treatment. He stated the women are starting to develop community resources for themselves for their ongoing recovery and they obtain sponsors to help with their treatment. Mr. Datallo said they need that level where they are able to live on their own and still have their treatment team for support. He stated it is a different level and they would have been at Timberline Knolls for at least 30 days of treatment before this next step of going to the Magnolia House. Mr. Datallo stated he is not a clinician or a doctor, but he has been observing behavioral health for about 30 to 34 years.

Ms. Rosier asked if there was any surrounding security.

Mr. Datallo stated all of the women voluntarily want to stay at the Magnolia House. He said there have been 150 women since they opened the program and not one from the Magnolia House has left without letting them know.

Ms. Rosier asked then who were the women that were running up and down the alley.

Mr. Datallo stated that they do have in-house security that do rounds by vehicle or foot patrol to check on the Magnolia House. He said they do not go in the house but they make sure everything is okay there.

Ms. Rosier said so it is possible that the women she has witnessed leaving the facility and needing someone on staff to come and bring them back were probably the ones that are there because they are going to harm themselves and needed to come back.

Mr. Datallo said that she would be correct and it was not anybody from the Magnolia House.

Melissa Rocchi, Program Development Coordinator for Timberline Knolls, stated there are about 120 people that could possibly have a bed at Magnolia House, but only six are allowed. She said they are going to select the people that would succeed there and that are ready. She stated these people have met the guidelines and are ready to re-integrate but want to do it in a slow gentle way rather than going from intensive care to back home.

Ms. Rosier stated if they ever felt that their safety was in jeopardy then they should call the police.

Ms. Rocchi stated yes. She said that is what they tell the woman that live in the house to do also.

Ms. Rosier asked what is the limit for the number calls made to police on the Magnolia House, before they would have to revisit and look at this special use.

Mrs. Jones stated from the Village's perspective in the last four years there have not been any calls in regards to the Magnolia House. She said if they were getting calls, it would depend upon the nature of the calls. Mrs. Jones said if it was something that was inconsistent to the rules or guidelines then it would be a violation to the special use. She stated it would then depend upon the response from Timberline Knolls. She said if they responded quickly and appropriately and the behavior ceased then it might be seen as a one time occurrence. Mrs. Jones stated if it became something that Timberline Knolls or Acadia Health was not responding to, then the Village can revoke the special use.

Ms. Rosier asked the only change is the name as of right now.

Mr. Agustin stated yes just the change of ownership.

Mrs. Jones said they are changing the rules which are becoming more stringent.

Commissioner Spinelli asked if anyone else would like to speak in regards to this case.

Al Funkhouser, 21 Povalish Court, Lemont, asked if any of the women they bring in there are violent.

Ms. Rocchi said they are not a locked facility so they are not going to take anyone who needs that. She said it is all voluntary.

Mr. Datallo said not clinically speaking, they see women for substance abuse, eating disorders, mood disorders, depression, or combination of co-occurring. He stated when they work with the residential component they try to move them to a point with the physicians, medications, therapy and change of life attitude so they can start living on their own again. He said then they move them back into their homes.

Mr. Funkhouser stated he wanted to make sure that no violent types of women would be allowed in there.

Mr. Datallo said anybody who needs a higher level of care they transfer them to other in-patient facilities.

Mr. Funkhouser asked if someone had a criminal background would they be allowed to stay there.

Ms. Rocchi stated it would be hard to answer because they do not do background checks on people. She said it is a volunteer program, so it is people who want help.

Pat Bracken, 15940 New Avenue, Lemont, said she was a registered nurse and worked in an emergency room. She asked how often are the women evaluated and what are their criteria for evaluation to determine the different levels.

Ms. Rocchi stated they are seen twice a week by their primary licensed therapist, they are seen once a week by their licensed family therapist, once a week by their psychiatrist, and five days a week by a registered nurse. She said then they go to groups by a certified or licensed clinician everyday.

Ms. Bracken asked what the length of stay was at the Magnolia House.

Ms. Rocchi stated it was a minimum of 30 days.

Ms. Bracken asked what the maximum was.

Ms. Rocchi stated it would depend. She said they are not going to keep someone if it wasn't necessary. She stated they want them to be able to go home and succeed.

Commissioner Spinelli asked if anyone else wanted to speak in regard to this case. None responded. He then asked if any of the Commissioners had any questions or comments. None responded. He then called for a motion to close the public hearing.

Commissioner Sanderson made a motion, seconded by Commissioner Maher to close the public hearing for Case #12-18. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Commissioner Messer made a motion, seconded by Commissioner Kwasneski to recommend approval of Case #12-18.

Commissioner Sanderson asked about including the conditions.

Mrs. Jones stated they would have to be part of the motion.

Commissioner Messer made a motion to amend his first motion, seconded by Commissioner Kwasneski to recommend approval of Case #12-18 to the Mayor and Board of Trustees with the following conditions:

1. The special use approval is limited to current owner/operator, its parent company and/or any wholly owned subsidiary of the parent company; any new owner/operator would have to reapply for special use approval.
2. The special use shall include the Magnolia House resident rules of conduct.
3. Parking for staff and/or visitors shall continue to be provided in designated areas on the main Timberline Knolls property, located at 40 Timberline Drive.

A roll call vote was taken:

Ayes: Kwasneski, Sanderson, Maher, Messer, Spinelli
Nays: None
Motion passed

Commissioner Maher made a motion, seconded by Commissioner Kwasneski to authorize the Chairman to approve the Findings of Fact as prepared by staff. A voice vote was taken:

Ayes: All
Nays: None
Motion passed

B. Case #12-19 – UDO Amendments.

A public hearing for various text amendments to the Unified Development Ordinance, including residential design standards and landscaping in M zoning districts.

Commissioner Spinelli called for a motion to open the public hearing.

Commissioner Kwasneski made a motion, seconded by Commissioner Sanderson to open the public hearing for Case #12-19. A voice vote was taken:

Ayes: All
Nays: None
Motion passed

Mrs. Jones stated there were a few things that they needed to change in the UDO, most of them being the anti-monotony standards that were approved a few months ago. She said when they started to apply them they realized there were a few things that got left out that need to be in there.

Mrs. Jones said they will go thru the table that was provided in their staff report. The first change will be to change all references in the UDO from “Community Development Director” to “Planning and Economic Development Director”.

Mrs. Jones stated the next change would be to those limited circumstances in which the Planning Director can act as the Zoning Administrator. She said instead of somebody having to come before the Planning Board for a minor variation, there are some limited circumstances where the Planning and Economic Development Director or Village Planner can perform the public hearing. She stated the advantage is not a cost savings, but saves a lot of time. Mrs. Jones stated the Board only meets once a month, where staff is there five days a week. She said the minor variations would be transition yards, off-street parking standards, placement of accessory structures, and errors in the field. She stated these are all just issues that have come up over the years.

Commissioner Spinelli asked on the transition yards is it due to people trying to build bigger than they accommodated for. He said is it their miscalculation.

Special Use Application Form

APPLICANT INFORMATION

TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc.

Applicant Name

Company/Organization

830 Crescent Center Drive, Suite 610, Franklin, TN 37067

Applicant Address

615-861-7330

Telephone & Fax

scott.schwieger@acadiahealthcare.com

E-mail

CHECK ONE OF THE FOLLOWING:

- Applicant is the owner of the subject property and is the signer of this application.
- Applicant is the contract purchaser of the subject property.
- Applicant is acting on behalf of the beneficiary of a trust.
- Applicant is acting on behalf of the owner.

PROPERTY INFORMATION

1 Povalish Ct. Lemont, IL 60439

Address of Subject Property/Properties

22-20-305-024-0000

Parcel Identification Number of Subject Property/Properties

Approximately 7,313 square feet

Size of Subject Property/Properties

DESCRIPTION OF REQUEST

Existing facility will remain, which is a six bed supportive living

Brief description of the proposed special use

environment for graduates from the residential portion of Timberline Knolls program.

Residents will be females, ages 18 or older who will be employed, seeking employment,

REQUIRED DOCUMENTS full time students and continuing treatment.

See Form 501-A, *Special Use Application Checklist of Required Materials*, for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on: _____

By: _____

Application deemed complete on: _____

By: _____

Current Zoning: _____

Fee Amount Enclosed: _____

Escrow Amount Enclosed: _____

Special Use Application Form

Village of Lemont

APPLICATION FEE & ESCROW

Application Fee = \$500 for properties less than 10 acres, \$750 for properties 10 acres or larger
Fee is non-refundable.

Required Escrow = \$500

At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the special use application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the special use review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.

Chick _____
Signature of Applicant Date August 31, 2012
Tennessee _____
State County Williamson

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Christopher L. Howard is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Krystal L. Garcia _____
Notary Signature



Given under my hand and notary seal this 31 day of August A.D. 20 12.

My commission expires this 23 day of May A.D. 20 16.

PROJECT SUMMARY

On January 14, 2008, the President and Board of Trustees of the Village of Lemont approved the facility known as Magnolia House at the property located at 1 Povalish Court, Lemont, Illinois (the "Subject Property"). TK Behavioral, LLC (the "Applicant") is the new owner of the Subject Property. Applicant will continue operating this facility, as well as maintaining the existing improvements.

Subject Property contains approximately 7,313 square feet. It is currently improved with a 1.5 story structure, as well as an accessory building at the rear of the Subject Property. The 1.5 story structure covers about 935.45 square feet, which is about 13% coverage of the Subject Property. The accessory building covers about 416.15 square feet, which is about 6% coverage of the Subject Property. The 1.5 story structure is a 6-bed supportive living environment.

Landscaping and open space exists at the front, side and rear of the facility. A large evergreen tree in the rear yard provides screening to the adjacent residential uses to the north.

There will be ample staff and visitor parking at the parking lots located across the street at the Timberline Knolls facility.

Special Use Criteria Worksheet

Unified Development Ordinance (UDO) Section 17.04.140.C establishes the criteria for approval of special use requests; no special use will be recommended by the Planning & Zoning Commission unless it meets the following criteria.

Please describe below how your variation request meets the criteria of UDO Section 17.04.140.C. Attach additional sheets if necessary.

UDO Section 17.04.140.C.1

The special use is deemed necessary for the public convenience at that location:

See No. 1 in attached Addendum

UDO Section 17.04.140.C.2

The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:

See No. 2 in attached Addendum

UDO Section 17.04.140.C.3

The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located:

See No. 3 in attached Addendum

UDO Section 17.04.140.C.4

The special use shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens:

See No. 4 in attached Addendum

UDO Section 17.04.140.C.5

The special use is consistent with the standards enumerated elsewhere in the UDO for the specific use, including but not limited to, planned unit developments:

See No. 5 in attached Addendum

UDO Section 17.04.140.C.6

The special use meets, as applicable, the standards for planned unit developments found in Chapter 17.08 of the UDO:

N/A

ADDENDUM

1. The special use is deemed necessary for the public convenience at that location because the existing facility known as Magnolia House will remain. Immediately across the street is Timberline Knolls, a residential treatment center ("Timberline"). Magnolia House functions as a part of Timberline in that residents of the facility are first required to complete an initial stay within the residential or partial hospitalization programs at Timberline before they are admitted into Magnolia House. Ample staff and visitor parking exists at the parking lots at Timberline.
2. The special use will be designed, located and operated so that the public health safety and welfare will be protected because the existing facility will remain and continue its operation. The facility will maintain the same rules and regulations as outline in Ordinance No. 0-03-08 granting the special use to Timberline Knolls, LLC. The rules and regulations for Magnolia House are attached hereto as Exhibit A.
3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located because the existing facility will remain and continue its operation. This facility is compatible with Timberline, which is directly across the street. Moreover, the subject property is zoned R-4 Single-Family Detached Residential District (R-4). Many of the lots within the immediate area are also zoned R-4 and R-6. Thus, the existing facility fits within the character of the neighborhood, and would not cause substantial injury to the value of other property in the neighborhood in which it is located.
4. The special use will not create excessive demands on Village services or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens because the existing facility will remain and continue its operation on the subject property. As stated previously, the facility will maintain the same rules as outline in Ordinance No. 0-03-08 granting the special use to Timberline Knolls, LLC.
5. The special use is consistent with the standards enumerated elsewhere in the UDO for the specific use. The existing facility is compatible with the surrounding character of the neighborhood and complies with a majority of the standards in the UDO, including the regulations under the R-4 District.



TIMBERLINE KNOLLS

Magnolia House Agreement

Resident Name: _____

MAGNOLIA HOUSE AGREEMENT

Magnolia House is a six-bed supportive living environment for adult females in recovery from an eating disorder, addiction and/or other mental health issues who benefit from daily support from others who are also in recovery in order to maintain abstinence. Magnolia House provides an environment that supports recovery through a positive peer support group and an alcohol and drug free environment. Residents develop individualized recovery plans related to their problems which include support services such as attendance at 12-Step meetings (Alcoholics Anonymous, Narcotics Anonymous, Overeaters Anonymous, Alanon, etc), individual therapy, group therapy, nutrition counseling, and medication management. At Magnolia House, women in recovery from addictions are strongly encouraged to live the principles of the 12-Step recovery program on a daily basis and maintain contact with their sponsors. Magnolia House encourages Residents to develop new living skills, interpersonal skills and coping skills necessary for a healthy and successful life.

Requirements for acceptance into Magnolia House include:

- Must have completed an initial 30 day stay within the Residential Program at Timberline Knolls
- Receive a recommendation by their treatment team and have an interview with the Program Coordinator or Director of Discharge Planning
- Have a strong desire to sustain their recovery in an independent living environment
- Commit to following the Magnolia Programming and the recommendations of their treatment team

COST OF STAY AT MAGNOLIA HOUSE

Each Resident will be charged \$25.00 per day for their stay at Magnolia House, payable in advance in thirty day increments. This charge is in addition to the regular charges for the Partial Program, which is billed separately. Any Residents staying less than 30 days will be refunded the daily rate for each unused day. Check out time at Magnolia House is at 12:00 noon. Should a Resident who has not checked out by 12:00 noon will be charged for an additional day. Should there be default in the payment of this charge, the Resident agrees to pay all costs of collection, including, but not limited to, collection fees, attorney fees and court costs.

RULES, EXPECTATIONS AND GUIDELINES

House rules help strengthen recovery by providing guidelines that provide a sense of responsibility and ownership for Residents. Cooperation and teamwork are necessary in order for the house to function effectively. In order to foster an environment of responsibility, accountability, shared purpose and mutual respect, Residents must abide by the following house rules.

Violation of any of the following rules listed below may result in dismissal from residency at Magnolia House.

- ✓ **Drinking alcohol or using narcotics in any form is prohibited.**
- ✓ **Bringing drugs, alcohol, narcotics or food to current residents is prohibited**
- ✓ **Disrespectful behavior, stealing and lying will be investigated and will be grounds for possible dismissal.**
- ✓ **Fighting, verbal and physical abuse or violent behavior is prohibited.**
- ✓ **Destruction of property is prohibited.**
- ✓ **Racial or sexual harassment is prohibited.**
- ✓ **Possession of knives, weapons, firearms or fireworks of any kind is prohibited.**
- ✓ **Being within the premises of a liquor servicing establishment i.e. bar/club**
- ✓ **Sexual contact with others on the premises is prohibited.**

- ✓ **Pornography**
- ✓ **Gambling**
- ✓ **Excessive noise that is disruptive to other Residents or neighbors**
- ✓ **Not Attendance at regularly scheduled programming, as assigned by your Primary Therapist, is required.**
- ✓ **When on TK grounds the “Lanyard ” must be worn and visible at all times for Safety.**
- ✓ **Attending 12-Step meetings regularly and maintaining contact with a sponsor are required.**
- ✓ **Not reporting to TK staff any knowledge of these safety violations of others**

Resident Initials _____

Curfew

- Residents are expected to be home by 9:30 PM.

Resident Initials _____

Starting the day

- Residents will facilitate and attend their own Morning Reflections and Community groups and submit daily minutes to TK staff for review.

General Housekeeping Rules

- Magnolia House will be checked randomly 4 times per week to make sure things are clean
- Residents are expected to clean up after themselves.
- Residents are expected to clean their rooms daily
- Common living areas are to be free of clutter and personal items.
- Residents are expected to keep their bedrooms clean in a joint effort with their roommate. Rooms will be checked daily for the following:
 - Clothes put away in closets and drawers
 - Dirty clothes in the hamper
 - Toiletries and electrical items put away
 - Garbage properly disposed of daily in the provided outdoor receptacles.
- Residents are responsible for cleaning up their own dishes during the course of the day.
- Residents are responsible for doing their own laundry (including bed linens and towels) between the hours of 6am – midnight.
- Residents are responsible for finding someone to complete a chore when they are unable to.
- Residents are expected to do more thorough weekly cleaning on weekends including:
 - Vacuuming
 - Dusting
 - Thorough cleaning of bathrooms and the kitchen.

Magnolia House Program Schedule

- Residents are expected to follow the Magnolia House Program schedule and attend all 12 step meetings identified by their Primary Therapist.
- Residents are to be on time and prepared for all TK programming.
- Residents are allowed to return to Magnolia House at the identified free times only.
- Residents are able to attend only PHP programming as identified on the Magnolia House schedule.
- The following require Mandatory Attendance
 - Magnolia House Process Group
 - Lodge Process Groups

- Empowerment Group (if applicable)
- Meals/Snacks and Food and Feelings (if applicable)
- 12 Step Groups
- Core Groups
- Electives as applicable

Resident Initials _____

Outings and Off Campus Activities

- Residents are expected to attend all outings or off campus activities according to the Magnolia House PHP Schedule.
- During off program hours Residents may arrange their own outings and activities and are responsible for their own transportation.
- Residents are expected to be back by the 9:30 PM.

Resident Initials _____

Meals and Snacks

- Residents are to attend all meals and snacks according to their Individualized Magnolia House Schedule and participate in menu planning and Food and Feelings as appropriate.
- Night time snacks and weekend dinners are designated on your own. You have the option to gather snacks once a week on the identified day at the TK dining hall. Weekend dinners may be picked up at the TK dining hall and brought back to Magnolia. You may cook on your own or eat out.
- Residents are responsible to store, label and dispose of food properly while living at Magnolia.

Resident Initials _____

Property of the House

- Residents are not allowed to bring their own furniture into the house or to rearrange the furniture in the house.
- Residents are expected to close window coverings when dressing and at night.
- Residents are responsible financially for any property damage.
- Pets are not allowed in the house.
- Residents may not hang pictures or other objects on walls, doors or ceilings.
- Residents may utilize the personal creative wall boards for posting items of interest located above each bed.
- Residents are provided the following:
 - One set of bedding
 - One set of towels and wash cloths
 - The house is provided with basic cooking, dishes, glasses, silverware
 - One Television
 - One Telephone
 - Basic Cable
 - Internet access
- If any of the following is missing upon discharge Residents will be billed for the replacement.

Resident Initials _____

Keys

- Residents are responsible for their Magnolia House Keys at all times and should be kept on the lanyard around their necks when on campus.
- Residents will be charged a \$100.00 replacement fee for any Magnolia House key lost, stolen, or not turned in at discharge
- Residents will be charged a \$20.00 lock out fee, if safety is needed to let them into the residence.
- Immediate discharge will take place if a resident gives her Magnolia House key to any unauthorized person.

Resident Initials _____

Personal Property

- Personal property must be kept in each Resident's room.
- Personal cell phones are to be used at allowed/scheduled times and only at Magnolia House.
- Timberline Knolls is not responsible for the loss of any Resident's personal property. Residents are encouraged to leave any valuables at home (i.e. valuable jewelry, computers, i-pods, electronic games)
- In order to prevent the spread of infection, Residents are encouraged not to share personal items such as make-up, toothbrushes, toothpaste, shaving equipment, hair accessories, etc.
- Residents may not keep any items containing alcohol in the house such as mouthwash, astringents, or cold medications.
- Residents may not keep diet pills or laxatives in the house.
- Residents are expected to be considerate of others when using personal radios, computers or other electronic devices. Repeated failure to follow rules for an electronic device will result in removal of that device from the Resident's room.
- When on the Lodge Residents are expected to keep their personal property locked in the designated area identified by the lodge.

Resident Initials _____

Attire

- Residents are expected to wear clothing that covers them from shoulders to mid-thigh at all times.
- Shirts must cover the midriff.
- Any clothing exhibiting drugs, alcohol, or gang related materials and messages is not permitted.

Resident Initials _____

Personal Space / Privacy / Boundaries

- Residents are expected to respect other peers' rights to confidentiality and anonymity; this includes but is not limited to names, treatment information, etc.
- Residents are expected to be respectful toward others and act responsibly at all times.
- Residents may not have sexual contact with each other. Sexual relationships with other Residents may be grounds for immediate termination.

Resident Initials _____

Medication

- Only medications that are prescribed by a doctor are allowed on the premises.
- Residents are expected to maintain a current list of their medications.
- Residents are responsible for maintaining a supply of their own medication (one week) and self-administering their medications as prescribed.
- Distribution of medication to others may result in immediate expulsion from the program and could result in criminal charges.
- Medication should not be left out in open or unprotected areas and should be kept in the individual lock boxes that are provided.
- Benzodiazepines, stimulants, methadone, ambien and/or other opiates are not permitted with the exception of prescribed Suboxone.
- Medications containing alcohol are not permitted.
- Abuse of medication will be considered a relapse.

Resident Initials _____

Visitors

- **Outside Visitors are not allowed in Magnolia** ... Visiting should occur in the TK Dining Hall on weekends/scheduled holidays between 2:00 PM and 5:00 PM.

Resident Initials _____

Phone

- Residents are expected to use their cellular phones. A land line is available in the house for **Emergencies only**.
- Personal cell phones are **not allowed** to be brought into the PHP or in any of the Lodges/Buildings on Campus.
- One warning will be given and then appropriateness for Magnolia House will be re-evaluated.

Resident Initials _____

Computer Use

- For personal use only
- My not download anything to the computer
- Any illegal use of downloading (music, movies, programs, etc. through a site such as torrent) will result in immediate discharge.
- Use of computer for pornography or other non-recovery focused uses may result in discharge from Magnolia House

Resident Initials _____

Health and Safety Rules

- No smoking or chewing tobacco in the house. Smoking is only permitted in the designated area outside the house (back yard). Residents are expected to safely dispose of cigarettes in the cigarette receptacle and not leave cigarettes on the ground.
- Food and beverages must be consumed in the dining room and kitchen. Food is not allowed in the bedrooms.
- Residents must shut off all electrical equipment when they leave a room.

- Residents should report any non-emergency maintenance issues in the daily community meeting minutes. Any house emergencies requiring emergency attention such as gas leaks, fires, etc. should be reported to the fire department.
- The exterior doors should be kept locked after curfew or when all Residents go to bed.
- If any medical or psychiatric emergencies occur, **call 911** or go to the nearest emergency room depending on the nature of the emergency.

Resident Initials _____

Grievances

- Residents are expected to attempt to resolve any conflicts appropriately with the individual or by seeking assistance from their peers within the group. If Residents are unable to resolve conflicts or have any other grievance, they are expected to notify their Primary Therapist.
- Residents must take responsibility to notify staff immediately if someone is drinking or using substances. A Resident’s belongings may be searched if possession of prohibited substances is suspected.

Resident Initials _____

Discharges

- Residents are to leave by 12:00 PM on the day of their discharge from Magnolia House, unless other arrangements have been made and approved by the Program Coordinator.
- If you fail to return your Magnolia House Key to the Program Coordinator you will be fined \$100.00
- Residents are to completely follow the Discharge checklist when preparing to leave, failure to do so can result in monetary fines.
- Residents are encouraged to fill out the TK alumni information contact sheet to stay connected to the TK community.

Resident Initials _____

Entry by TK Staff at Magnolia House

Timberline Knolls, its agents, employees or servants, without the consent of Magnolia House Residents, at any time, upon reasonable notice under the circumstances, may enter and have free access to Magnolia House for reasons of health, safety; to confirm compliance by Magnolia House Residents of the provisions of this agreement, to make such alterations or repairs may see fit, or to tour at reasonable times potential Magnolia House candidates.

Resident Initials _____

Random and Suspicion Alcohol, Drug Testing and Weight Checks

All participants in the Magnolia House Partial Program are subject to and consent to the taking of random and suspicion based alcohol, drug testing, weight checks at the sole discretion of staff. A Resident’s failure to take an alcohol, drug test, or weight check that is requested by any member of TK staff shall result in the immediate discharge of the Resident from TK’s Partial Program and eviction from Magnolia House.

Resident Initials _____

Contact Info

I understand that the information I am providing below is accurate and understand that the Magnolia House Program Coordinator(s) or other members of Timberline Knolls may use it to contact me as needed. It is my responsibility to regularly check messages and respond in a timely manner.

Resident Initials _____

Cell Phone Number: _____

E-mail Address: _____

Any and all rules and guidelines outline in the Resident handbook still apply and are expected to be followed. TK also reserves the right to alter the TK Partial Program Agreement or TK Resident Handbook at anytime without notice.

Violation to anything outlined in the Rules and Regulation may lead to immediate eviction from Magnolia House and discharge from TK's Partial program. All infractions will be reviewed by the TK Program Coordinator in collaboration with the Administrative and Clinical Team.

Resident Initials _____



I voluntarily agree to be admitted into the PHP of Timberline Knolls and accept the personal responsibilities of living independently outside of the PHP programming in the Magnolia House.

This includes but is not limited to Timberline Knolls not being responsible or liable for:

- Personal items lost or stolen
- Transportation outside of the PHP daily scheduled programming
- Personal activities/behavior outside of the PHP daily scheduled programming
- Dispensing of personal medication

I have read this document and agree to abide by the rules, guidelines and expectations required of me during my stay at Magnolia House. I understand that failure to comply with the rules and expectations at Magnolia House may result in my being dismissed from housing at Magnolia or continued treatment at Timberline Knolls.

I also understand and agree that I am responsible for the consequences of my own behavior. Timberline Knolls/Magnolia House/Employees are not responsible for any injury I sustain, or harm I cause to others when I am not following the rules or not on the premises.

By entering Timberline Knolls Magnolia House Partial Program you agree to actively participate in your treatment. In the event you wish to be discharged, we expect you to follow normal discharge procedures. However, should you decide to leave Timberline Knolls against our advice and on your own, you agree that Timberline Knolls is not responsible for any injuries you may incur to yourself or damages you create as a result of leaving. This includes physical or any other types of injury sustained by Residents who attempt to leave the premises without permission or before formal discharge. Both You the Resident and/or its legal guardian agree to hold harmless, waive from liability, defend and indemnify TK from any action whatsoever, by either the resident or on the resident's behalf or a third-party asserting damages arising from the resident's exit or attempt to exit the TK premises without permission or formal discharge.

Resident Name (printed) _____

Resident Signature: _____ Date: _____

Program Coordinator Name (printed) _____

Program Coordinator Signature _____ Date: _____

ORDINANCE NO. 0-03-08

AN ORDINANCE GRANTING THE REQUEST FOR A SPECIAL USE FOR
A GROUP LIVING NOT OTHERWISE CLASSIFIED AT 1 POVOLISH
COURT

(Timberline Knolls)

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

THIS 14TH DAY OF JANUARY, 2008

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th
day of January, 2008

ORDINANCE NO. 0.03.08

**AN ORDINANCE GRANTING THE REQUEST FOR A SPECIAL USE FOR
A GROUP LIVING NOT OTHERWISE CLASSIFIED AT 1 POVOLISH
COURT**

(Timberline Knolls)

WHEREAS, Timberline Knolls, LLC, hereinafter referred to as “the Petitioner”, is acting on behalf of the owner of property, hereinafter referred to as “the subject property”, located at 1 Povolish Court in Lemont, Illinois (PIN: 22-20-305-024) and described in the attached legal description as Exhibit “A”; and

WHEREAS, the Petitioner made application under the provisions in the Lemont Zoning Ordinance for a Special Use for a group living not otherwise classified to operate a living center for adult women with eating and other psychological disorders; and,

WHEREAS, the Petitioner has made provision for the strict enforcement of living guidelines among residents of the proposed Special Use as evinced by the rules attached hereto as Exhibit “B”; and,

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois, in accordance with said Zoning Ordinance, conducted a Public Hearing on the petition on November 20, 2007; and,

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the Daily Southtown, a newspaper of general circulation within the Village; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the request for a Special Use to the Village Board with the findings of fact attached as Exhibit “C”; and,

WHEREAS, the President and Board of Trustees of the Village have determined that the best interests of the Village will be served by approving the Special Use by the standards of the Special Use Procedures, §XVIII.J of the Lemont Zoning Ordinance,

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. Special Use: A Special Use is granted to the Petitioner at the subject property to allow a group living not otherwise classified for adult women with eating and other psychological disorders pursuant to §XVIII.J of the Lemont Zoning Ordinance.

Section 2. Conditions. The following conditions shall apply:

- a. The structure shall comply with the minimum requirements of the fire code with local amendments in force at the time this ordinance shall be in force and effect; and,
- b. Designated parking spaces shall be established in the west parking lot for staff and/or visitors; and,
- c. The Special Use is granted solely to Timberline Knolls, LLC and shall terminate upon Timberline Knolls, LLC's cessation of operating the group living not otherwise classified; and,
- d. The granting of the Special Use shall be subject to the various rules attached as Exhibit "B", and incorporated herein by this reference.

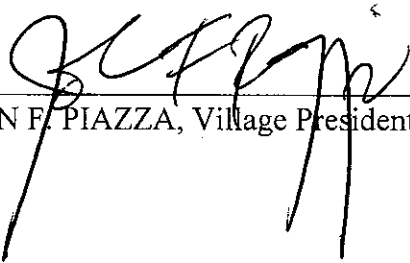
Section 3. Revocation. The Village Board shall have the sole authority, at its discretion, to revoke said Special Use if the Petitioner engages in any conduct which is illegal or contrary to any provision of this ordinance, the provisions of the Lemont Municipal Code of 1988 as amended, or any applicable state, or federal law.

Section 4. That this ordinance shall be in 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 DU PAGE,
ILLINOIS, on this 14th day of January, 2008.**

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
DEBBY BLATZER	✓			
PETER COULES				✓
CLIFFORD MIKLOS	✓			
BRIAN REAVES	✓			
RON STAPLETON	✓			
JEANETTE VIRGILIO	✓			

Approved by me this 14th day of January, 2008.



JOHN F. PIAZZA, Village President

Attest:



CHARLENE SMOLLEN, Village Clerk

EXHIBIT "A"

LOT 10,(EXCEPT THE WEST TEN FEET OF SAID LOT 10) IN BLOCK 2 IN
CONSTANT SPRINGS ADDITION TO THE VILLAGE OF LEMONT IN
SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"

Magnolia House is a six-bed supportive living environment for adult females in recovery from an eating disorder, addiction and/or other mental health issues who want daily support from others who are also in recovery in order to maintain abstinence. Magnolia House provides a safe environment that supports recovery through a positive peer support group and an alcohol and drug free environment. Residents develop individualized recovery plans related to their problems which include support services such as attendance at 12-Step meetings (Alcoholics Anonymous, Narcotics Anonymous, Overeaters Anonymous, Alanon, etc), individual therapy, group therapy, nutrition counseling, and medication management. At Magnolia House, women in recovery from addictions are strongly encouraged to live the concepts of the 12-Step program on a daily basis and maintain contact with their sponsor. Magnolia House encourages residents to develop new coping skills, interpersonal skills and independent living skills necessary for a healthy and successful life.

Requirements for acceptance into Magnolia House include:

- Prior to entry into Magnolia House, residents are required to complete an initial stay within the residential program or partial hospitalization program at Timberline Knolls.
- Residents are required to have a strong desire to sustain their recovery in an independent living environment.
- Residents must make a minimum commitment to reside at Magnolia House for 90 days and may stay up to 1 year.
- Residents are required to maintain a lifestyle that is conducive to recovery; therefore, all residents must be employed within 3 weeks, doing volunteer work and/or a full-time student.
- Residents recovering from an addiction must have an active 12-Step sponsor upon entering the house and must maintain a regular schedule of 12-Step meeting attendance.
- Since Magnolia House is a sober living environment, residents will have periodic, random drug and alcohol testing.

Cost of the Program

The cost of the Program is \$1500.00 per month for the first 3 months, then \$1250.00 per month for the 4th – 6th month of housing and then \$1000.00 per month for the 7th -12th month of housing. Payment for the first three months is due on the first day and on that same date every month thereafter. Residents are responsible for providing payment to the finance department. Any daily living costs such as food, toiletries, etc. are the responsibility of the resident.

Residents wishing to reserve a bed in Magnolia House must give a \$500.00 deposit. This deposit is fully refundable when the resident leaves Timberline Knolls as long as there are no extra costs incurred as a result of damages.

House Structure & Meetings

Residents provide daily support and encouragement to one another and are required to participate in weekly community meetings to discuss matters pertinent to the house operation, in addition to, daily 10th step house meetings. The residents are actively involved in the daily operation of the house. The house has an appointed chairwoman and secretary who are responsible for

maintaining a structure of accepted rules, requirements and practices. The chairwoman and secretary must be abstinent from drugs and alcohol for at least 3 months before being appointed to this position and can hold up to a three month term. If the chairwoman or secretary relapses, a re-election will occur. Residents will receive continuing support and advice from all.

Meetings

- Residents in recovery from an addiction must attend 12-step meetings daily as indicated and show evidence of documented attendance by facilitators.
- Residents in recovery from an addiction must have a 12-Step Sponsor at the time of admittance.
- Residents are expected to attend all house meetings and be on time.
- Residents are expected to be respectful and honest in meetings.
- Residents are expected to respect the confidentiality of peers and what they share during meetings.

RULES, EXPECTATIONS AND GUIDELINES

House rules help strengthen recovery by providing guidelines that provide a sense of order, responsibility and ownership for residents. Cooperation and teamwork are necessary in order for the house to function effectively. In order to foster an environment of responsible behavior, accountability, shared purpose and mutual respect, residents must abide by the following house rules. **Violation of any of the following rules listed below may result in dismissal from residency at Magnolia House.**

- ✓ **Drinking alcohol or using narcotics in any form**
- ✓ **Disrespectful and foul behavior, stealing and lying**
- ✓ **Fighting, verbal and/or physical abuse or violent behavior**
- ✓ **Destruction of property**
- ✓ **Racial or sexual harassment**
- ✓ **Possession of knives, weapons, firearms or fireworks of any kind**
- ✓ **Sexual contact with others on the premises**
- ✓ **Failure to attend 12-Step meetings regularly and to maintain contact with a sponsor when indicated in the recovery plan**

Curfew Hours

- Each resident is required to sign in and out of the house indicating their approximate time of return and be accountable for their whereabouts.
- Residents are expected to be home by 10:00 PM on weekdays and 11:00 PM on weekends. If work hours conflict with this requirement, then arrangements must be made with the House Manager.
- No overnight guests are allowed in the residence.

Starting the day

- Residents are expected to clean their rooms prior to leaving by 9:00AM Monday through Friday excluding holidays.
- Residents must be out of the house by 9:00am until 3:00 PM.

Meals

- Residents are responsible for purchasing their own food.
- Residents should label their own food.
- Residents are responsible for cooking their own food.
- Residents must attend to the stove or oven any time it is in use.
- A menu of various cold food options is available in the dining hall at a cost to the resident.
- One community meal is prepared per week and the assignment of this responsibility is delegated at community meeting.
- Meals are prepared and served by the residents during the following times:
 - Breakfast: 6:30am – 8:30am
 - Lunch on weekends – 11:30pm – 1;00pm
 - Dinner: 5:00pm – 7:00pm
- Residents must wash their hands before cooking.
- Food stored in the refrigerator must be placed in each resident's bin that is labeled with the resident's name.
- All refrigerated items must be labeled with the residents initials and date of purchase.
- All refrigerated left over food shall be dated and disposed of within one week.

Chores

- Residents are expected to clean up after themselves.
- Residents are expected to keep their bedrooms clean in a joint effort with their roommate. Rooms will be checked daily for cleanliness including:
 - Clothes put away in closets and drawers
 - Dirty clothes in the hamper.
 - Toiletries and electrical items put away
 - Garbage is properly disposed of daily in the provided outdoor receptacles.
- Residents are responsible for cleaning up their own dishes during the course of the day.
- Residents are responsible for doing their own laundry between the hours of 6am – midnight.
- The Chairwoman is responsible for creating with the cooperation of the residents at Sunday Community Meeting and posting a weekly chore list by Monday for chores starting on Monday. Chores are rotated on a weekly basis.
- Residents are responsible for finding someone to complete a chore when they are unable to.
- Resident must complete daily household chores by 9pm.
- Residents are expected to do more thorough weekly cleaning on weekends including activities such as:
 - Vacuuming
 - Dusting
 - Thorough cleaning of bathrooms and the kitchen.

Property of the House

- Residents are not allowed to bring their own furniture into the house or to rearrange the furniture in the house.
- Residents are expected to close window coverings when dressing and at night.
- Residents are responsible for any property damage and the costs will be deducted from the deposit money.
- Pets are not allowed in the house.
- Residents may not hang pictures and other objects on walls, doors or ceilings.
- Residents shall complete an orientation as to fire escape routes and basic fire extinguisher use upon entry to the program.

Personal Property

- Personal property must be kept in each resident's room.
- Only appropriate pictures may be hung or recovery items on the bulletin board provided.
- Timberline Knolls is not responsible for the loss of any resident's personal property. Residents should leave any valuables at home.
- In order to prevent the spread of infection, residents should not share personal items such as make-up, toothbrushes, toothpaste, shaving equipment, hair accessories, etc.
- Residents may not keep any items containing alcohol in the house such as mouthwash, astringents, or cold medications.
- Residents are expected to be considerate of others when using personal radios, computers or other electronic devices by keeping them at an appropriate volume and using them at appropriate times. Repeated failure to follow rules for radio will result in removal from the resident's room. Electric devices may not be used from 10:00 PM – 7:00 PM.
- Residents may have one automobile if it is in good working condition, not leaking fluids, registered and insured. Resident cars must be parked the reserved Timberline Knolls Parking spaces opposite of Magnolia House.

Attire

- Residents are expected to wear appropriate clothing at all times.
- Pajamas are permitted before 8am and after 9:00pm only.
- Shirts must cover the midriff.
- Any clothing exhibiting drugs, alcohol, or gang related material is not permitted.

Personal Space / Privacy / Boundaries

- Residents are expected to respect other peers' right to confidentiality and anonymity.
- Residents are expected to be respectful towards others and act responsibly at all times.
- Residents may not have physical contact with each other except for an appropriate hug. Relationships with other residents may be grounds for termination.

Medication

- Only medications that are prescribed by a doctor are allowed on the premises and other approved over-the-counter medications such as Tylenol, Motrin, etc.

- Residents are expected to maintain a current list of their medications with the House Manager.
- Residents are responsible for maintaining a supply of their own medication and taking their medications as prescribed.
- Medication should not be left out in open or unprotected areas and should be kept in a drawer or with the person.
- Methadone and other opiates are not permitted with the exception of prescribed Suboxone.
- Medications containing alcohol are not permitted.
- Abuse of medication will be considered a relapse and tenancy may be terminated.

Visitors

- Guests may visit in common areas for up to 3 hours per day.
- Guests are expected to be appropriate and sober.
- Guests are not allowed after 10:00pm.

Phone

- Phone hours are from 6am – midnight.
- Residents are expected to use their cellular phones. A land line will be provided in the house for emergencies only.
- When answering the phone, do not give any information to the caller. If the individual is not available, take a message. Write the date, time, who call was for, name of caller and phone number on the message board.

Health and Safety Rules

- No smoking or chewing tobacco in the house. Smoking is only permitted outside the house and in the designated area outside the house. Residents are expected to safely dispose of cigarettes in the cigarette receptacle and not leave cigarettes on the ground.
- Residents are expected to wear feet coverings/shoes at all times outside of their bedrooms. Flip flops are recommended when sharing a bathroom.
- Food and beverages are only allowed in the dining room and are not allowed in the bedrooms or living room.
- Residents must shut off all electrical equipment when they leave a room.
- Residents should avoid using electrical items in the bathroom and use them in their rooms.
- Residents should report any non-emergency maintenance issues to the house manager in writing. Any house emergencies requiring emergency attention such as gas leaks, fires, etc. should be reported to the fire department.
- The exterior doors should be kept locked after curfew or when all residents go to bed.
- If any medical or psychiatric emergencies occur, call 911 or go to the nearest emergency room depending on the nature of the emergency.

Grievances

- Residents are expected to attempt to resolve any conflicts appropriately with the individual or by seeking assistance from their peers within the group. If residents are unable to resolve conflicts or have a grievance, they are expected to notify the house manager.
- Residents must take responsibility to notify the house manager if someone is drinking or using substances. A resident's belongings may be searched if possession of illegal substances is suspected.

I have read this document and agree to abide by the rules, guidelines and expectations required of me during my stay at Magnolia House. I understand that failure to maintain recovery behavior and failure to comply with the rules and expectations at Magnolia House may result in my being terminated from housing.

Resident Signature: _____ Date: _____

Witness Signature _____ Date: _____

EXHIBIT "C"

PLANNING & ZONING COMMISSION HEARING CHECKLIST

CASE No. ~~27.28~~ 27.35

PROJECT NAME/ADDRESS Timberline Knolls (# 27.35) / Pavolish Et.

1. Open / re-open public hearing
2. Staff comments
3. Petitioner comments
4. Public comments
5. Commissioners' comments
6. Close public hearing
7. Commission discussion
8. Findings of fact and recommendation
 - a. The special use, if granted, will have little impact on the surrounding neighborhood, because:
 1. The number of occupants will be limited; and
 2. The occupants will have previously completed rehabilitated; and
 3. Timberline Knolls will enforce strict living guidelines; and
 4. The house will maintain the look of a single-family residence, which is consistent with the surrounding area; and
 5. The activities and nature of the program operated in the house will generate little traffic, noise, or illumination.

and

b. The special use, if granted, would be ancillary and consistent with the approved use of the existing Timberline Knolls facility, which is located directly across the street.

9. Roll call vote

Alanna Schmitt
Chairman



Subject Site, as viewed from Povalish Court



North side of subject site, as viewed from Brown Drive



Timberline Knolls entrance, as viewed from subject site.



North of subject site

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
REAL ESTATE TAXES								
10-00-41050	CORPORATE	.01	638201.18	.00	1268220.00	630018.82	50.32	1276402.36
10-00-41100	GARBAGE	8.88-	2.81	.00	.00	2.81-	.00	5.62
10-00-41150	STREET & BRIDGE	671.66	58961.17	.00	125000.00	66038.83	47.17	117922.34
10-00-41200	POLICE PROTECTION	1125.57	84866.05	.00	180000.00	95133.95	47.15	169732.10
10-00-41250	STREET LIGHTING	345.12	30635.73	.00	65000.00	34364.27	47.13	61271.46
10-00-41300	CIVIL DEFENSE	45.06	3555.08	.00	7500.00	3944.92	47.40	7110.16
10-00-41350	AUDIT	146.08	11783.00	.00	25000.00	13217.00	47.13	23566.00
10-00-41400	LIABILITY INSURANCE	248.20	28928.63	.00	63125.00	34196.37	45.83	57857.26
10-00-41450	WORKERS COMPENSATION	779.80	53537.45	.00	114375.00	60837.55	46.81	107074.90
10-00-41500	CROSSING GUARDS	17.50	3540.62	.00	7500.00	3959.38	47.21	7081.24
10-00-41900	POLICE PENSION	3201.25	226603.63	.00	500000.00	273396.37	45.32	453207.26
**	TOTAL REAL ESTATE TAXES	6571.37	1140615.35	.00	2355720.00	1215104.65	48.42	2281230.70
FRANCHISE REVENUES								
10-00-42200	CABLE TV FRANCHISE	.00	131998.81	.00	240000.00	108001.19	55.00	263997.62
**	TOTAL FRANCHISE REVENUES	.00	131998.81	.00	240000.00	108001.19	55.00	263997.62
STATE SHARED REVENUES								
10-00-43100	SALES TAX	138724.75	831917.76	.00	1675000.00	843082.24	49.67	1663835.52
10-00-43200	INCOME TAX	135733.60	919716.87	.00	1283200.00	363483.13	71.67	1839433.74
10-00-43500	USE TAX	18551.11	117942.27	.00	252800.00	134857.73	46.65	235884.54
10-00-43600	PERSONAL PROP REPL TAX	4407.31	15379.98	.00	30000.00	14620.02	51.27	30759.96
**	TOTAL STATE SHARED REVENUES	297416.77	1884956.88	.00	3241000.00	1356043.12	58.16	3769913.76
LICENSES & PERMITS								
10-00-44050	BUILDING PERMITS	55775.92	235512.37	.00	300000.00	64487.63	78.50	471024.74
10-00-44055	ENGINEERING PERMIT FEES	7012.00	24522.50	.00	30000.00	5477.50	81.74	49045.00
10-00-44060	SITE DEVEL FEES	.00	23458.45	.00	10000.00	13458.45-	234.58	46916.90
10-00-44100	CONTRACTOR LICENSES	4175.00	25525.00	.00	60000.00	34475.00	42.54	51050.00
10-00-44150	VEHICLE LICENSES	3074.50	21647.00	.00	10000.00	11647.00-	216.47	43294.00
10-00-44250	BUSINESS LICENSES	633.33	1433.33	.00	15000.00	13566.67	9.56	2866.66
10-00-44300	LIQUOR LICENSES	15100.00	18808.31	.00	.00	18808.31-	.00	37616.62
10-00-44350	AMUSEMENT LICENSE	75.00	.00	.00	2500.00	2500.00	.00	.00
10-00-44400	SCAVENGER LICENSES	.00	.00	.00	8000.00	8000.00	.00	.00
10-00-44450	CIGARETTE & MISC LICENSE	5.00	335.00	.00	350.00	15.00	95.71	670.00
10-00-44500	ANIMAL LICENSES	5.00	5.00	.00	.00	5.00-	.00	10.00
10-00-44550	HEALTH INSP FEE	100.00	300.00-	.00	10000.00	10300.00	3.00-	600.00-
**	TOTAL LICENSES & PERMITS	85955.75	350946.96	.00	445850.00	94903.04	78.71	701893.92
FINES								
10-00-45100	FINES	20193.33	102834.78	.00	200000.00	97165.22	51.42	205669.56
10-00-45105	TOWING FEES	11000.00	55580.00	.00	70000.00	14420.00	79.40	111160.00
10-00-45110	BONDING FEES	480.00	2235.00	.00	10000.00	7765.00	22.35	4470.00
**	TOTAL FINES	31673.33	160649.78	.00	280000.00	119350.22	57.37	321299.56
CHARGES FOR SERVICE								
10-00-46050	PUBLIC HEARING/ANNEXATION	30.00	18420.32	.00	10000.00	8420.32-	184.20	36840.64
10-00-46100	STATE HIGHWAY MAINTENANCE	.00	15775.00	.00	40000.00	24225.00	39.44	31550.00
10-00-46150	EMPLOYEE INS CONTRIBUTION	8436.62	52317.39	.00	90000.00	37682.61	58.13	104634.78
10-00-46200	I & M CANAL LEASES	.00	5163.85	.00	8000.00	2836.15	64.55	10327.70
10-00-46220	SCHOOLS P/R REIMB	.00	14175.81	.00	35000.00	20824.19	40.50	28351.62
10-00-46230	SPECIAL DETAIL REIMB	.00	15816.43	.00	105000.00	89183.57	15.06	31632.86
10-00-46240	DRUG,ALCOHOL,TOBACCO CLAS	500.00	1800.00	.00	2000.00	200.00	90.00	3600.00
10-00-46250	CHAMBER OF COMMERCE RENT	100.00	600.00	.00	1200.00	600.00	50.00	1200.00
10-00-46251	RANGE RENTAL	.00	2050.00	.00	7500.00	5450.00	27.33	4100.00
10-00-46253	OLD POLICE STATION RENT	.00	9000.00	.00	18000.00	9000.00	50.00	18000.00
10-00-46300	DEVELOPER / AGENCY REIMB	.00	.00	.00	2500.00	2500.00	.00	.00
10-00-46310	PROPERTY MAINT REIMB	.00	707.49	.00	6500.00	5792.51	10.88	1414.98
10-00-46315	PLAN REVIEW	.00	.00	.00	.00	.00	.00	.00
**	TOTAL CHARGES FOR SERVICE	9066.62	135826.29	.00	325700.00	189873.71	41.70	271652.58
INTERGOVERNMENTAL REVENUE								

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
10-00-47100	TOWNSHIP ROAD & BRIDGE TA	475.67	33545.09	.00	65000.00	31454.91	51.61	67090.18
10-00-47300	TOWNSHIP LEMA CONTRIBUTIO	.00	.00	.00	17000.00	17000.00	.00	.00
10-00-47305	FUEL / SALT REIMB	4733.65	26343.02	.00	50000.00	23656.98	52.69	52686.04
10-00-47500	IMAGE GRANT	.00	13668.34	.00	10000.00	3668.34-	136.68	27336.68
10-00-47507	OJP VEST GRANT	.00	.00	.00	5000.00	5000.00	.00	.00
10-00-47510	VIOLENCE PREVENTION GRANT	.00	.00	.00	.00	.00	.00	.00
10-00-47511	MISC GRANTS	.00	.00	.00	5000.00	5000.00	.00	.00
10-00-47512	MISC POLICE GRANTS	.00	1541.00	.00	40000.00	38459.00	3.85	3082.00
**	TOTAL INTERGOVERN.REVENUE	5209.32	75097.45	.00	192000.00	116902.55	39.11	150194.90
	OTHER INCOME							
10-00-48100	INTEREST	251.43	1260.36	.00	750.00	510.36-	168.05	2520.72
10-00-48300	SALE OF SURPLUS PROPERTY	200.25	2393.00	.00	2500.00	107.00	95.72	4786.00
10-00-48416	INSURANCE REIMBURSEMENTS	.00	.00	.00	2500.00	2500.00	.00	.00
10-00-48425	ODOR ALERT NETWORK CONTRI	.00	15700.00	.00	19000.00	3300.00	82.63	31400.00
10-00-48450	POLICE TRAINING REIMB	.00	836.00	.00	1000.00	164.00	83.60	1672.00
10-00-48500	MISC INCOME	1010.59	9342.12	.00	30000.00	20657.88	31.14	18684.24
10-00-48550	FESTIVAL COMMISSION REVEN	.00	20254.00	.00	15000.00	5254.00-	135.03	40508.00
10-00-48551	QUARRYMAN CONTRIBUTIONS	.00	5366.00	.00	21000.00	15634.00	25.55	10732.00
10-00-48560	POLICE PROG / LEMA CONTRI	500.00	3700.00	.00	15000.00	11300.00	24.67	7400.00
**	TOTAL OTHER INCOME	1962.27	58851.48	.00	106750.00	47898.52	55.13	117702.96
	INTERFUND TRANSFERS IN							
10-00-49150	FROM WORKING CASH	87.57	417.31	.00	.00	417.31-	.00	834.62
10-00-49220	FROM WATER & SEWER FUND	.00	345833.35	.00	830000.00	484166.65	41.67	691666.70
10-00-49450	FROM ROAD IMPROV FUND	37500.00	225000.00	.00	450000.00	225000.00	50.00	450000.00
**	TOTAL INTERFUND TRASNFRS I	37587.57	571250.66	.00	1280000.00	708749.34	44.63	1142501.32
**	TOTAL REVENUE	475443.00	4510193.66	.00	8467020.00	3956826.34	53.27	9020387.32
	DEPARTMENT 00 TOTALS	475443.00	4510193.66	.00	8467020.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	PERSONAL SERVICES							
10-05-51100	REGULAR SALARIES	14411.25	28822.50	.00	57891.00	29068.50	49.79	57645.00
**	TOTAL PERSONAL SERVICES	14411.25	28822.50	.00	57891.00	29068.50	49.79	57645.00
	OUTSIDE SERVICES							
10-05-52100	MEETINGS/CONF/TRAINING	1190.29	10697.33	.00	11500.00	802.67	93.02	21394.66
10-05-52200	MEMBERSHIP FEES	65.00	8642.41	.00	9950.00	1307.59	86.86	17284.82
**	TOTAL OUTSIDE SERVICES	1255.29	19339.74	.00	21450.00	2110.26	90.16	38679.48
	MATERIALS & SUPPLIES							
10-05-60100	OFFICE SUPPLIES	.00	133.31	.00	200.00	66.69	66.66	266.62
**	TOTAL MATERIALS & SUPPLIES	.00	133.31	.00	200.00	66.69	66.66	266.62
**	TOTAL EXPENSE	15666.54	48295.55	.00	79541.00	31245.45	60.72	96591.10
	DEPARTMENT 05 TOTALS	15666.54-	48295.55-	.00	79541.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
ADMINISTRATION/FINANCE								
PERSONAL SERVICES								
10-10-51100	REGULAR SALARIES	27969.62	182433.44	.00	357613.00	175179.56	51.01	364866.88
10-10-51200	OVERTIME	1264.39	4064.61	.00	8000.00	3935.39	50.81	8129.22
10-10-51300	DEFERRED COMPENSATION	625.00	3750.00	.00	7500.00	3750.00	50.00	7500.00
**	TOTAL PERSONAL SERVICES	29859.01	190248.05	.00	373113.00	182864.95	50.99	380496.10
OUTSIDE SERVICES								
10-10-52100	MEETINGS/CONF/TRAINING	21.00	2655.12	.00	5000.00	2344.88	53.10	5310.24
10-10-52200	MEMBERSHIP FEES	158.00	2478.25	.00	6000.00	3521.75	41.30	4956.50
10-10-52300	POSTAGE	157.91	2932.30	.00	7300.00	4367.70	40.17	5864.60
10-10-52400	RECORDING/PUBLISHING	.00	384.04	.00	.00	384.04-	.00	768.08
10-10-52450	REC/AD/PRINT	148.62	9235.04	.00	13000.00	3764.96	71.04	18470.08
10-10-52550	NEWSLETTER	.00	2506.76	.00	16000.00	13493.24	15.67	5013.52
10-10-53500	ORDINANCE CODIFICATION	400.00	400.00	.00	5000.00	4600.00	8.00	800.00
10-10-56200	PRO SVC - DATA PROCESSING	.00	.00	.00	7500.00	7500.00	.00	.00
10-10-56600	PROF SVC - CONSULTING	.00	575.00	.00	80000.00	79425.00	.72	1150.00
**	TOTAL OUTSIDE SERVICES	885.53	21166.51	.00	139800.00	118633.49	15.14	42333.02
MATERIALS & SUPPLIES								
10-10-60100	OFFICE SUPPLIES	505.90	3717.27	.00	14000.00	10282.73	26.55	7434.54
10-10-60200	VEHICLE EXPENSE	500.00	3000.00	.00	6000.00	3000.00	50.00	6000.00
10-10-60300	PUBLICATIONS	.00	.00	.00	200.00	200.00	.00	.00
**	TOTAL MATERIALS & SUPPLIES	1005.90	6717.27	.00	20200.00	13482.73	33.25	13434.54
**	TOTAL EXPENSE	31750.44	218131.83	.00	533113.00	314981.17	40.92	436263.66
DEPARTMENT 10 TOTALS		31750.44-	218131.83-	.00	533113.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE			FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D	ENCUMBERED				
10-13-56300	PRO SVC - ENGINEERING	3950.97	4750.97	.00	22000.00	17249.03	21.60	9501.94
10-13-56400	PRO SVC - PLAN REVIEW	5515.50	6288.00	.00	6000.00	288.00-	104.80	12576.00
10-13-56550	PRO SVC - PERMIT INSEPCTI	1278.00	1278.00	.00	2000.00	722.00	63.90	2556.00
10-13-57000	DEVELOPMENT INSPECTION	1598.00	1598.00	.00	20000.00	18402.00	7.99	3196.00
	** TOTAL EXPENSE	12342.47	13914.97	.00	50000.00	36085.03	27.83	27829.94
	DEPARTMENT 13 TOTALS	12342.47-	13914.97-	.00	50000.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
PUBLIC WORKS								
PERSONAL SERVICES								
10-15-51100	REGULAR SALARIES	30805.97	200605.62	.00	390600.00	189994.38	51.36	401211.24
10-15-51200	OVERTIME	413.88	21846.61	.00	75000.00	53153.39	29.13	43693.22
10-15-51250	SPECIAL DETAIL	.00	2534.64	.00	.00	2534.64-	.00	5069.28
10-15-51400	TEMPORARY SALARIES	.00	11842.06	.00	11000.00	842.06-	107.66	23684.12
**	TOTAL PERSONAL SERVICES	31219.85	236828.93	.00	476600.00	239771.07	49.69	473657.86
OUTSIDE SERVICES								
10-15-52100	MEETINGS/CONF/TRAINING	.00	1681.20	.00	1200.00	481.20-	140.10	3362.40
10-15-52200	MEMBERSHIP FEES	.00	.00	.00	600.00	600.00	.00	.00
10-15-52300	POSTAGE	.00	9.76	.00	.00	9.76-	.00	19.52
10-15-52500	ADVERTISING/PRINTING	331.32	331.32	.00	700.00	368.68	47.33	662.64
10-15-52600	COMMUNICATIONS	.00	89.94	.00	200.00	110.06	44.97	179.88
10-15-52900	DUMPING FEES	2241.61	5795.89	.00	10000.00	4204.11	57.96	11591.78
10-15-53000	ELECTRICITY-STREET LIGHTI	1660.36	36611.91	.00	72000.00	35388.09	50.85	73223.82
10-15-53200	IRMA INS DEDUCTIBLE	.00	4899.75	.00	6000.00	1100.25	81.66	9799.50
10-15-56300	PRO SVC - GEN ENGINEERING	.00	1445.84	.00	.00	1445.84-	.00	2891.68
10-15-57000	MAINT SVC - EQUIPMENT	533.57	10347.31	.00	19000.00	8652.69	54.46	20694.62
10-15-57400	MAINT SVC - STREETS & ALL	9321.20	46751.56	.00	90000.00	43248.44	51.95	93503.12
**	TOTAL OUTSIDE SERVICES	14088.06	107964.48	.00	199700.00	91735.52	54.06	215928.96
MATERIALS & SUPPLIES								
10-15-60100	OFFICE SUPPLIES	9.99	1509.07	.00	3000.00	1490.93	50.30	3018.14
10-15-60900	MAINT SUPL - STREETS & AL	1556.63	11501.82	.00	23000.00	11498.18	50.01	23003.64
10-15-61200	SAFETY EQUIPMENT	.00	521.12	.00	1200.00	678.88	43.43	1042.24
10-15-61300	TOOLS & HARDWARE	.00	682.55	.00	2200.00	1517.45	31.03	1365.10
10-15-61400	UNIFORMS	117.47	1505.54	.00	.00	1505.54-	.00	3011.08
**	TOTAL MATERIALS & SUPPLIES	1684.09	15720.10	.00	29400.00	13679.90	53.47	31440.20
**	TOTAL EXPENSE	46992.00	360513.51	.00	705700.00	345186.49	51.09	721027.02
DEPARTMENT 15 TOTALS		46992.00-	360513.51-	.00	705700.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	OUTSIDE SERVICES							
10-17-52100	MEETINGS/CONF/TRAINING	.00	50.00	.00	1000.00	950.00	5.00	100.00
10-17-52200	MEMBERSHIPS	.00	.00	.00	300.00	300.00	.00	.00
10-17-57000	MAINT SVC - EQUIPMENT	117.40	6007.79	.00	25000.00	18992.21	24.03	12015.58
**	TOTAL OUTSIDE SERVICES	117.40	6057.79	.00	26300.00	20242.21	23.03	12115.58
	MATERIALS & SUPPLIES							
10-17-61100	MAINT SUPL - VEHICLES	6439.25	35722.15	.00	75000.00	39277.85	47.63	71444.30
10-17-61200	SAFETY EQUIPMENT	.00	69.95	.00	500.00	430.05	13.99	139.90
10-17-61300	TOOLS & HARDWARE	.00	753.01	.00	3500.00	2746.99	21.51	1506.02
10-17-61500	FUEL	27452.02	120512.95	.00	240000.00	119487.05	50.21	241025.90
**	TOTAL MATERIALS & SUPPLIES	33891.27	157058.06	.00	319000.00	161941.94	49.23	314116.12
**	TOTAL EXPENSE	34008.67	163115.85	.00	345300.00	182184.15	47.24	326231.70
	DEPARTMENT 17 TOTALS	34008.67-	163115.85-	.00	345300.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
POLICE DEPARTMENT								
PERSONAL SERVICES								
10-20-51100	REGULAR SALARIES	194387.65	1239551.82	.00	2455000.00	1215448.18	50.49	2479103.64
10-20-51200	OVERTIME	9124.10	119489.02	.00	290000.00	170510.98	41.20	238978.04
10-20-51250	SPECIAL DETAIL	4740.80	22727.35	.00	57500.00	34772.65	39.53	45454.70
10-20-51300	DEFERRED COMPENSATION	926.08	5556.48	.00	12000.00	6443.52	46.30	11112.96
10-20-51700	CROSSING GUARDS	1299.54	4887.89	.00	16500.00	11612.11	29.62	9775.78
**	TOTAL PERSONNEL SERVICES	210478.17	1392212.56	.00	2831000.00	1438787.44	49.18	2784425.12
OUTSIDE SERVICES								
10-20-52100	MEETINGS/CONF/TRAINING	164.00	5124.81	.00	12800.00	7675.19	40.04	10249.62
10-20-52200	MEMBERSHIP FEES	.00	4615.00	.00	7120.00	2505.00	64.82	9230.00
10-20-52300	POSTAGE	.00	554.66	.00	2000.00	1445.34	27.73	1109.32
10-20-52500	ADVERTISING/PRINTING	340.35	2291.15	.00	7000.00	4708.85	32.73	4582.30
10-20-52600	COMMUNICATIONS	86.85	1534.09	.00	3500.00	1965.91	43.83	3068.18
10-20-52700	ANIMAL CONTROL	.00	.00	.00	1500.00	1500.00	.00	.00
10-20-53200	IRMA INS DEDUCTIBLE	3060.49	6474.92	.00	10000.00	3525.08	64.75	12949.84
10-20-53550	ACCREDITATION	.00	98.00	.00	8850.00	8752.00	1.11	196.00
10-20-53800	SOUTHWEST CENTRAL DISPATC	24206.54	145239.24	.00	290000.00	144760.76	50.08	290478.48
10-20-56200	PRO SVC - DATA PROCESSING	.00	4848.00	.00	6250.00	1402.00	77.57	9696.00
10-20-57000	MAINT SVC - EQUIPMENT	566.88	5744.28	.00	14000.00	8255.72	41.03	11488.56
10-20-57010	MAINT SVC - E.R.T.	.00	.00	.00	1000.00	1000.00	.00	.00
**	TOTAL OUTSIDE SERVICES	28425.11	176524.15	.00	364020.00	187495.85	48.49	353048.30
MATERIALS & SUPPLIES								
10-20-60100	OFFICE SUPPLIES	651.23	5587.28	.00	17000.00	11412.72	32.87	11174.56
10-20-60110	INVESTIGATION SUPPLIES	147.00	1056.49	.00	4200.00	3143.51	25.15	2112.98
10-20-60450	CRIME PREVENTION / CADET	.00	.00	.00	500.00	500.00	.00	.00
10-20-60550	AMMO/RANGE SUPPLIES	.00	1763.76	.00	15000.00	13236.24	11.76	3527.52
10-20-60600	K-9 EQUIP & SUPPLIES	49.99	647.79	.00	2500.00	1852.21	25.91	1295.58
10-20-60601	MISC P/D GRANT EXPENSES	.00	.00	.00	39160.00	39160.00	.00	.00
10-20-60701	PUBLIC RELATIONS	589.00	10149.23	.00	14000.00	3850.77	72.49	20298.46
10-20-61200	SAFETY EQUIPMENT	307.45	1771.59	.00	4500.00	2728.41	39.37	3543.18
10-20-61400	UNIFORMS	939.01	31536.62	.00	35600.00	4063.38	88.59	63073.24
**	TOTAL MATERIALS & SUPPLIES	2683.68	52512.76	.00	132460.00	79947.24	39.64	105025.52
CAPITAL OUTLAY								
10-20-70100	OFFICE EQUIPMENT	.00	3300.78	.00	17440.00	14139.22	18.93	6601.56
10-20-70200	OTHER EQUIPMENT	8341.55	12181.20	.00	.00	12181.20-	.00	24362.40
**	TOTAL CAPITAL OUTLAY	8341.55	15481.98	.00	17440.00	1958.02	88.77	30963.96
**	TOTAL EXPENSE	249928.51	1636731.45	.00	3344920.00	1708188.55	48.93	3273462.90
DEPARTMENT 20 TOTALS		249928.51-	1636731.45-	.00	3344920.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
BUILDING DEPARTMENT								
PERSONAL SERVICES								
10-25-51100	REGULAR SALARIES	19702.04	128391.13	.00	249350.00	120958.87	51.49	256782.26
10-25-51200	OVERTIME	193.98	1118.65	.00	4200.00	3081.35	26.63	2237.30
10-25-51800	PART TIME SALARIES	2931.55	16336.02	.00	33050.00	16713.98	49.43	32672.04
**	TOTAL PERSONAL SERVICES	22827.57	145845.80	.00	286600.00	140754.20	50.89	291691.60
OUTSIDE SERVICES								
10-25-52100	MEETINGS/CONF/TRAINING	.00	240.00	.00	2000.00	1760.00	12.00	480.00
10-25-52200	MEMBERSHIP FEES	.00	.00	.00	500.00	500.00	.00	.00
10-25-52300	POSTAGE	.00	758.51	.00	2500.00	1741.49	30.34	1517.02
10-25-52450	REC/AD/PRINT	223.00	2123.65	.00	3000.00	876.35	70.79	4247.30
10-25-56305	PRO SVC - GRAD RESIDENTIA	2010.00	13130.00	.00	16000.00	2870.00	82.06	26260.00
10-25-56307	PRO SVC - GRAD COMMERCIAL	.00	75.00	.00	.00	75.00-	.00	150.00
10-25-56310	PRO SVC - GRADING INSPECT	130.00	975.00	.00	3500.00	2525.00	27.86	1950.00
10-25-56400	PRO SVC - BLDG PLAN REVIE	7079.68	37905.67	.00	40000.00	2094.33	94.76	75811.34
10-25-56550	PRO SVC - BLDG INSPECTION	1940.00	15430.00	.00	30000.00	14570.00	51.43	30860.00
10-25-56600	PRO SVC - CONSULTING	.00	.00	.00	4000.00	4000.00	.00	.00
10-25-56710	PRO SVC - HEALTH INSPECTI	.00	4560.00	.00	10000.00	5440.00	45.60	9120.00
10-25-57650	MAINT SERV - PROPERTY MAI	255.00	943.20	.00	3000.00	2056.80	31.44	1886.40
**	TOTAL OUTSIDE SERVICES	11637.68	76141.03	.00	114500.00	38358.97	66.50	152282.06
MATERIALS & SUPPLIES								
10-25-60100	OFFICE SUPPLIES	181.89	475.94	.00	2500.00	2024.06	19.04	951.88
10-25-60200	VEHICLE EXPENSE	.00	.00	.00	100.00	100.00	.00	.00
10-25-60300	PUBLICATIONS	69.96	427.21	.00	500.00	72.79	85.44	854.42
10-25-61200	SAFETY EQUIPMENT	.00	.00	.00	500.00	500.00	.00	.00
**	TOTAL MATERIALS & SUPPLIES	251.85	903.15	.00	3600.00	2696.85	25.09	1806.30
**	TOTAL EXPENSE	34717.10	222889.98	.00	404700.00	181810.02	55.08	445779.96
DEPARTMENT 25 TOTALS		34717.10-	222889.98-	.00	404700.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
PLANNING DEPARTMENT								
PERSONAL SERVICES								
10-30-51100	REGULAR SALARIES	12146.89	78792.16	.00	154058.00	75265.84	51.14	157584.32
10-30-51400	TEMPORARY SALARIES	.00	448.40	.00	2500.00	2051.60	17.94	896.80
**	TOTAL PERSONAL SERVICES	12146.89	79240.56	.00	156558.00	77317.44	50.61	158481.12
OUTSIDE SERVICES								
10-30-52100	MEETINGS/CONF/TRAINING	597.51	2884.96	.00	1450.00	1434.96-	198.96	5769.92
10-30-52200	MEMBERSHIP FEES	100.00	488.00	.00	735.00	247.00	66.39	976.00
10-30-52300	POSTAGE	.00	10.15	.00	100.00	89.85	10.15	20.30
10-30-52400	RECORDING/PUBLISHING	127.93	902.09	.00	1200.00	297.91	75.17	1804.18
10-30-52500	ADVERTISING/PRINTING	.00	.00	.00	500.00	500.00	.00	.00
10-30-56250	PRO SVC - MAPPING	.00	700.00	.00	.00	700.00-	.00	1400.00
10-30-56300	PRO SVC - ENGINEERING	.00	3193.50	.00	.00	3193.50-	.00	6387.00
10-30-56450	PRO SVC - ECONOMIC DEVELO	300.00	600.00	.00	15000.00	14400.00	4.00	1200.00
10-30-56600	PRO SVC - PLAN REVIEW	.00	833.75	.00	7500.00	6666.25	11.12	1667.50
**	TOTAL OUTSIDE SERVICES	1125.44	9612.45	.00	26485.00	16872.55	36.29	19224.90
MATERIALS & SUPPLIES								
10-30-60100	OFFICE SUPPLIES	.00	329.40	.00	550.00	220.60	59.89	658.80
10-30-60300	PUBLICATIONS	.00	48.98	.00	820.00	771.02	5.97	97.96
**	TOTAL MATERIALS & SUPPLIES	.00	378.38	.00	1370.00	991.62	27.62	756.76
**	TOTAL EXPENSE	13272.33	89231.39	.00	184413.00	95181.61	48.39	178462.78
DEPARTMENT 30 TOTALS		13272.33-	89231.39-	.00	184413.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
OUTSIDE SERVICES								
10-35-57500	MAINT SVC - V/H & P/D	4239.13	14814.03	.00	45000.00	30185.97	32.92	29628.06
10-35-57505	MAINT SVC - SAFETY VILLAG	457.57	822.57	.00	4200.00	3377.43	19.59	1645.14
10-35-57515	MAINT SVC - POLICE DEPT	2635.39	31646.11	.00	45000.00	13353.89	70.32	63292.22
**	TOTAL OUTSIDE SERVICES	7332.09	47282.71	.00	94200.00	46917.29	50.19	94565.42
MATERIALS & SUPPLIES								
10-35-61000	MAINT SUPL - V/H & P/D	251.70	1030.45	.00	250.00	780.45-	412.18	2060.90
10-35-61010	MAINT SUPL - SAFETY VILLA	.00	112.89	.00	3750.00	3637.11	3.01	225.78
10-35-61015	MAINT SUPL - POLICE DEPT	.00	759.33	.00	2400.00	1640.67	31.64	1518.66
**	TOTAL MATERIALS & SUPPLIES	251.70	1902.67	.00	6400.00	4497.33	29.73	3805.34
CAPITAL OUTLAY								
10-35-70220	OTHER EQUIPMENT - POLICE	.00	756.04	.00	.00	756.04-	.00	1512.08
**	TOTAL CAPITAL OUTLAY	.00	756.04	.00	.00	756.04-	.00	1512.08
**	TOTAL EXPENSE	7583.79	49941.42	.00	100600.00	50658.58	49.64	99882.84
DEPARTMENT 35 TOTALS		7583.79-	49941.42-	.00	100600.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	PLANNING & ZONING COMMISSION							
	PERSONAL SERVICES							
**	TOTAL PERSONAL SERVICES	.00	.00	.00	.00	.00	.00	.00
**	TOTAL EXPENSE	.00	.00	.00	.00	.00	.00	.00
	DEPARTMENT 39 TOTALS	.00	.00	.00	.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
	PLANNING COMMISSION							
	PERSONNEL SERVICES							
	** TOTAL PERSONNEL SERVICES	.00	.00	.00	.00	.00	.00	.00
	OUTSIDE SERVICES							
10-40-52300	POSTAGE	.00	44.35	.00	.00	44.35-	.00	88.70
	** TOTAL OUTSIDE SERVICES	.00	44.35	.00	.00	44.35-	.00	88.70
	** TOTAL EXPENSE	.00	44.35	.00	.00	44.35-	.00	88.70
	DEPARTMENT 40 TOTALS	.00	44.35-	.00	.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
	ZONING COMMISSION PERSONNEL SERVICES							
**	TOTAL PERSONNEL SERVICES	.00	.00	.00	.00	.00	.00	.00
**	TOTAL EXPENSE	.00	.00	.00	.00	.00	.00	.00
	DEPARTMENT 45 TOTALS	.00	.00	.00	.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	OUTSIDE SERVICES							
10-50-52100	MEETINGS/CONF/TRAINING	.00	362.97	.00	500.00	137.03	72.59	725.94
10-50-52200	MEMBERSHIP FEES	.00	.00	.00	400.00	400.00	.00	.00
10-50-52450	REC/AD/PRINT	.00	794.00	.00	.00	794.00-	.00	1588.00
10-50-56400	PRO SVC - LEGAL	.00	1551.00	.00	.00	1551.00-	.00	3102.00
10-50-56700	PRO SVC - TESTING	.00	.00	.00	5000.00	5000.00	.00	.00
**	TOTAL OUTSIDE SERVICES	.00	2707.97	.00	5900.00	3192.03	45.90	5415.94
	MATERIALS & SUPPLIES							
10-50-60100	OFFICE SUPPLIES	.00	.00	.00	100.00	100.00	.00	.00
**	TOTAL MATERIALS & SUPPLIES	.00	.00	.00	100.00	100.00	.00	.00
**	TOTAL EXPENSE	.00	2707.97	.00	6000.00	3292.03	45.13	5415.94
	DEPARTMENT 50 TOTALS	.00	2707.97-	.00	6000.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
DOWNTOWN COMMISSION								
OUTSIDE SERVICES								
10-53-52300	HC - POSTAGE	.00	.00	.00	100.00	100.00	.00	.00
10-53-52301	FSE - POSTAGE	.00	.00	.00	500.00	500.00	.00	.00
10-53-58000	FSE - SERVICES	419.40	17100.07	.00	28710.00	11609.93	59.56	34200.14
10-53-58001	QUARRYMAN - SVC	239.63	20348.80	.00	21000.00	651.20	96.90	40697.60
10-53-58500	EDC - SERVICES	188.16	3984.40	.00	7500.00	3515.60	53.13	7968.80
	** TOTAL OUTSIDE SERVICES	847.19	41433.27	.00	57810.00	16376.73	71.67	82866.54
MATERIALS & SUPPLIES								
10-53-60110	HC - OPERATING SUPPLIES	188.16	1647.15	.00	11330.00	9682.85	14.54	3294.30
10-53-68010	ART & CULTURE EXPENSES	541.61	3238.63	.00	3000.00	238.63	107.95	6477.26
	** TOTAL MATERIALS & SUPPLIES	729.77	4885.78	.00	14330.00	9444.22	34.09	9771.56
	** TOTAL EXPENSE	1576.96	46319.05	.00	72140.00	25820.95	64.21	92638.10
DEPARTMENT 53 TOTALS		1576.96-	46319.05-	.00	72140.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	HISTORIC DISTRICT COMMISSION							
	OUTSIDE SERVICES							
10-58-52100	MEETING/CONF/TRAINING	.00	.00	.00	200.00	200.00	.00	.00
10-58-52200	MEMBERSHIPS	.00	.00	.00	50.00	50.00	.00	.00
10-58-52300	POSTAGE	.00	.00	.00	50.00	50.00	.00	.00
10-58-52450	REC/AD/PRINT	.00	.00	.00	125.00	125.00	.00	.00
**	TOTAL OUTSIDE SERVICES	.00	.00	.00	425.00	425.00	.00	.00
	MATERIALS & SUPPLIES							
10-58-60110	OPERATING SUPPLIES - SIGN	.00	.00	.00	1800.00	1800.00	.00	.00
**	TOTAL MATERIALS & SUPPLIES	.00	.00	.00	1800.00	1800.00	.00	.00
**	TOTAL EXPENSE	.00	.00	.00	2225.00	2225.00	.00	.00
	DEPARTMENT 58 TOTALS	.00	.00	.00	2225.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
	I&M CANAL COMMISSION OUTSIDE SERVICES							
**	TOTAL OUTSIDE SERVICES	.00	.00	.00	.00	.00	.00	.00
**	TOTAL EXPENSE	.00	.00	.00	.00	.00	.00	.00
	DEPARTMENT 55 TOTALS	.00	.00	.00	.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	L.E.M.A.							
	PERSONAL SERVICES							
10-60-51100	REGULAR SALARIES	1081.41	8226.30	.00	17000.00	8773.70	48.39	16452.60
**	TOTAL PERSONAL SERVICES	1081.41	8226.30	.00	17000.00	8773.70	48.39	16452.60
	OUTSIDE SERVICES							
10-60-52100	MEETINGS/CONF/TRAINING	.00	397.47	.00	1645.00	1247.53	24.16	794.94
10-60-52200	MEMBERSHIPS	.00	.00	.00	275.00	275.00	.00	.00
10-60-52300	POSTAGE	.00	.00	.00	50.00	50.00	.00	.00
10-60-52500	ADVERTISING/PRINTING	.00	.00	.00	200.00	200.00	.00	.00
10-60-52600	COMMUNICATIONS	.00	.00	.00	275.00	275.00	.00	.00
10-60-57000	MAINT SVC - EQUIPMENT	.00	2346.34	.00	2500.00	153.66	93.85	4692.68
**	TOTAL OUTSIDE SERVICES	.00	2743.81	.00	4945.00	2201.19	55.49	5487.62
	MATERIALS & SUPPLIES							
10-60-60100	OFFICE SUPPLIES	.00	.00	.00	1000.00	1000.00	.00	.00
10-60-61200	SAFETY EQUIPMENT	.00	.00	.00	1000.00	1000.00	.00	.00
10-60-61300	TOOLS & HARDWARE	.00	57.80	.00	100.00	42.20	57.80	115.60
10-60-61400	UNIFORMS	.00	300.52	.00	1200.00	899.48	25.04	601.04
**	TOTAL MATERIALS & SUPPLIES	.00	358.32	.00	3300.00	2941.68	10.86	716.64
	CAPITAL OUTLAY							
10-60-70200	OTHER EQUIPMENT	39456.24	39456.24	.00	.00	39456.24-	.00	78912.48
**	TOTAL CAPITAL OUTLAY	39456.24	39456.24	.00	.00	39456.24-	.00	78912.48
**	TOTAL EXPENSE	40537.65	50784.67	.00	25245.00	25539.67-	201.17	101569.34
	DEPARTMENT 60 TOTALS	40537.65-	50784.67-	.00	25245.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
10-61-51100	REGULAR SALARIES	.00	273.46	.00	3000.00	2726.54	9.12	546.92
10-61-56600	PRO SVC - CONSULTING	2546.00	16850.26	.00	15000.00	1850.26-	112.34	33700.52
	** TOTAL EXPENSE	2546.00	17123.72	.00	18000.00	876.28	95.13	34247.44
	DEPARTMENT 61 TOTALS	2546.00-	17123.72-	.00	18000.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
	ENVIRONMENTAL COMMISSION							
	PERSONAL SERVICES							
**	TOTAL PERSONAL SERVICES	.00	.00	.00	.00	.00	.00	.00
	OUTSIDE SERVICES							
10-65-52300	POSTAGE	.00	.00	.00	100.00	100.00	.00	.00
10-65-52500	ADVERTISING/PRINTING	.00	.00	.00	200.00	200.00	.00	.00
10-65-53600	PUBLIC RELATIONS	.00	.00	.00	3000.00	3000.00	.00	.00
**	TOTAL OUTSIDE SERVICES	.00	.00	.00	3300.00	3300.00	.00	.00
	MATERIALS & SUPPLIES							
10-65-60100	OFFICE SUPPLIES	.00	.00	.00	200.00	200.00	.00	.00
**	TOTAL MATERIALS & SUPPLIES	.00	.00	.00	200.00	200.00	.00	.00
**	TOTAL EXPENSE	.00	.00	.00	3500.00	3500.00	.00	.00
	DEPARTMENT 65 TOTALS	.00	.00	.00	3500.00-			

SYS DATE 110912
 [GBC2] GENERAL FUND
 DATE 10/31/12

VILLAGE OF LEMONT
 B U D G E T C O M P A R I S O N A N A L Y S I S For October of 2012
 wednesday October 31,2012

SYS TIME 14:08

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G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
10-70-70200	CAPITAL OUTLAY	.00	258.38	.00	9000.00	8741.62	2.87	516.76
	OTHER EQUIPMENT	.00	258.38	.00	9000.00	8741.62	2.87	516.76
	** TOTAL CAPITAL OUTLAY	.00	258.38	.00	9000.00	8741.62	2.87	516.76
	** TOTAL EXPENSE	.00	258.38	.00	9000.00	8741.62	2.87	516.76
	DEPARTMENT 70 TOTALS	.00	258.38-	.00	9000.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
GENERAL ACCOUNTS								
OUTSIDE SERVICES								
10-90-52250	BANK CHARGES	1022.16	5907.17	.00	9000.00	3092.83	65.64	11814.34
10-90-53100	HEALTH/LIFE INSURANCE	2151.73	320214.54	.00	775000.00	454785.46	41.32	640429.08
10-90-53200	IRMA INS DEDUCTIBLE	.00	.00	.00	10000.00	10000.00	.00	.00
10-90-53300	IRMA/INSURANCE PREMIUM	.00	931.14	.00	280000.00	279068.86	.33	1862.28
10-90-53700	RECOGNITION DINNER	.00	.00	.00	4000.00	4000.00	.00	.00
10-90-53900	TELEPHONE EXPENSE	7230.54	42123.95	.00	75000.00	32876.05	56.17	84247.90
10-90-54250	VILLAGE LEASES	.00	3600.00	.00	3400.00	200.00-	105.88	7200.00
10-90-56000	PRO SVC - APPRAISAL	.00	.00	.00	5000.00	5000.00	.00	.00
10-90-56100	PRO SVC - AUDIT	1435.00	22540.00	.00	32000.00	9460.00	70.44	45080.00
10-90-56400	PRO SVC - LEGAL	.00	42.56	.00	.00	42.56-	.00	85.12
10-90-56410	PRO SVC - LEGAL CORPORATE	15467.50	59083.38	.00	75000.00	15916.62	78.78	118166.76
10-90-56420	PRO SVC - LEGAL ADJUDICAT	1000.00	6000.00	.00	12000.00	6000.00	50.00	12000.00
10-90-56430	PRO SVC - LEGAL PROSECUTI	3000.00	9000.00	.00	18000.00	9000.00	50.00	18000.00
10-90-56440	PRO SVC - LEGAL LABOR	.00	3997.76	.00	10000.00	6002.24	39.98	7995.52
10-90-56500	PRO SVC - MEDICAL	742.20	2585.90	.00	5000.00	2414.10	51.72	5171.80
10-90-56600	PRO SVC - CONSULTING	1350.00	64319.00	.00	20000.00	44319.00-	321.60	128638.00
10-90-56700	PROF SERV - MARKETING	.00	5787.46	.00	12500.00	6712.54	46.30	11574.92
10-90-57000	MAINT SVC - EQUIPMENT	.00	.00	.00	.00	.00	.00	.00
10-90-58100	DEVELOPER INCENTIVES	.00	3482.36	.00	7000.00	3517.64	49.75	6964.72
**	TOTAL OUTSIDE SERVICES	33399.13	549615.22	.00	1352900.00	803284.78	40.62	1099230.44
MATERIALS AND SUPPLIES								
10-90-60601	MISC GRANT EXPENSES	.00	90.00	.00	.00	90.00-	.00	180.00
10-90-61600	FESTIVAL EXPENSES	.00	10000.00	.00	11000.00	1000.00	90.91	20000.00
**	TOTAL MATERIALS & SUPPLIES	.00	10090.00	.00	11000.00	910.00	91.73	20180.00
CAPITAL OUTLAY								
10-90-70100	OFFICE EQUIPMENT	1703.81	8385.24	.00	12000.00	3614.76	69.88	16770.48
**	TOTAL CAPITAL OUTLAY	1703.81	8385.24	.00	12000.00	3614.76	69.88	16770.48
INTERFUND TRANSFERS OUT								
10-90-80140	TO DEBT SERVICE FUND	200000.00	403760.63	.00	515000.00	111239.37	78.40	807521.26
10-90-80800	TO GENERAL CAPITAL IMPROV	4618.14	32427.64	.00	30000.00	2427.64-	108.09	64855.28
10-90-80900	TO POLICE PENSION FUND	3201.25	226603.63	.00	500000.00	273396.37	45.32	453207.26
**	TOTAL INTERFUND TRANSFERS O	207819.39	662791.90	.00	1045000.00	382208.10	63.43	1325583.80
**	TOTAL EXPENSE	242922.33	1230882.36	.00	2420900.00	1190017.64	50.84	2461764.72
DEPARTMENT 90 TOTALS		242922.33-	1230882.36-	.00	2420900.00-			
** FUND 10		258401.79-	359307.21					
EXPENSE TOTAL		733844.79	4150886.45	.00	8305297.00	4154410.55	49.97	
REVENUE TOTAL		475443.00	4510193.66	.00	8467020.00	3956826.34	53.26	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
13-00-48100	OTHER INCOME							
	INTEREST	182.85	1011.88	.00	.00	1011.88-	.00	2023.76
**	TOTAL OTHER INCOME	182.85	1011.88	.00	.00	1011.88-	.00	2023.76
**	TOTAL REVENUE	182.85	1011.88	.00	.00	1011.88-	.00	2023.76
13-00-70100	VILL HALL IMP EXPENSES							
	OFFICE EQUIPMENT	94011.66	142074.90	.00	.00	142074.90-	.00	284149.80
13-00-70700	CONSTRUCTION	153858.41	301678.83	.00	.00	301678.83-	.00	603357.66
13-00-80140	INTERFUND TRANSFERS							
	TO DEBT SVC	.00	51612.82	.00	.00	51612.82-	.00	103225.64
**	TOTAL INTERFUND TRANSFERS 0	247870.07	495366.55	.00	.00	495366.55-	.00	990733.10
**	TOTAL EXPENSE	247870.07	495366.55	.00	.00	495366.55-	.00	990733.10
	DEPARTMENT 00 TOTALS	247687.22-	494354.67-	.00	.00			
**	FUND 13	247687.22-	494354.67-					
EXPENSE TOTAL		247870.07	495366.55	.00	.00	495366.55-	.00	
REVENUE TOTAL		182.85	1011.88	.00	.00	1011.88-	.00	

G/L ACCT NUMBER	TITLE	REVENUE / M-T-D	EXPENSE Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
14-00-48100	OTHER INCOME							
	INTEREST	64.28	92.94	.00	100.00	7.06	92.94	185.88
**	TOTAL OTHER INCOME	64.28	92.94	.00	100.00	7.06	92.94	185.88
	INTERFUND TRANSFERS IN							
14-00-49100	FROM GENERAL FUND	200000.00	403760.63	.00	515000.00	111239.37	78.40	807521.26
14-00-49130	FROM VH IMPROVEMENT	.00	51612.82	.00	.00	51612.82-	.00	103225.64
14-00-49330	FROM GATEWAY PROP ACQ	.00	80608.62	.00	.00	80608.62-	.00	161217.24
14-00-49450	FROM ROAD IMPROV FUND	200000.00	428624.38	.00	657781.00	229156.62	65.16	857248.76
**	TOTAL INTERFUND TRANSFERS I	400000.00	964606.45	.00	1172781.00	208174.55	82.25	1929212.90
**	TOTAL REVENUE	400064.28	964699.39	.00	1172881.00	208181.61	82.25	1929398.78
	DEBT SERVICE EXPENSES							
	OUTSIDE SERVICES							
14-00-56950	PROF SERV - BOND FEES	.00	445.00	.00	4000.00	3555.00	11.13	890.00
**	TOTAL OUTSIDE SERVICES	.00	445.00	.00	4000.00	3555.00	11.13	890.00
	DEBT SERVICE							
14-00-82510	2004 BOND PRINCIPAL LRM	.00	.00	.00	370000.00	370000.00	.00	.00
14-00-82520	2004 BOND INTEREST LRM	.00	24418.75	.00	48838.00	24419.25	50.00	48837.50
14-00-82530	2005 BOND PRINCIPAL GEN	.00	.00	.00	70000.00	70000.00	.00	.00
14-00-82540	2005 BOND INTEREST GEN	.00	23886.25	.00	47773.00	23886.75	50.00	47772.50
14-00-82550	2007A BOND PRINCIPAL PSB	.00	.00	.00	205000.00	205000.00	.00	.00
14-00-82560	2007A BOND INTEREST PSB	.00	147880.00	.00	295760.00	147880.00	50.00	295760.00
14-00-82570	2008 BOND PRINCIPAL PSB	.00	.00	.00	60000.00	60000.00	.00	.00
14-00-82580	2008 BOND INTEREST PSB	.00	35755.00	.00	71510.00	35755.00	50.00	71510.00
14-00-82600	2012A BOND INTEREST	.00	51612.82	.00	.00	51612.82-	.00	103225.64
14-00-82620	2012B BOND INTEREST	.00	80608.62	.00	.00	80608.62-	.00	161217.24
14-00-82880	TOLLWAY PAYMENT	.00	.00	.00	50000.00	50000.00	.00	.00
**	TOTAL DEBT SERVICE	.00	364161.44	.00	1218881.00	854719.56	29.88	728322.88
**	TOTAL EXPENSE	.00	364606.44	.00	1222881.00	858274.56	29.82	729212.88
	DEPARTMENT 00 TOTALS	400064.28	600092.95	.00	50000.00-			
**	FUND 14	400064.28	600092.95					
EXPENSE TOTAL		.00	364606.44	.00	1222881.00	858274.56	29.81	
REVENUE TOTAL		400064.28	964699.39	.00	1172881.00	208181.61	82.25	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	WORKING CASH REVENUES							
	REAL ESTATES TAXES							
15-00-41700	WORKING CASH	39.06-	289.99-	.00	.00	289.99	.00	579.98-
**	TOTAL REAL ESTATE TAXES	39.06-	289.99-	.00	.00	289.99	.00	579.98-
	OTHER INCOME							
15-00-48100	INTEREST	87.57	417.31	.00	250.00	167.31-	166.92	834.62
**	TOTAL OTHER INCOME	87.57	417.31	.00	250.00	167.31-	166.92	834.62
**	TOTAL REVENUE	48.51	127.32	.00	250.00	122.68	50.93	254.64
	INTERFUND TRANSFERS OUT							
15-00-80100	TO GENERAL FUND	87.57	417.31	.00	250.00	167.31-	166.92	834.62
**	TOTAL INTERFUND TRANSFERS O	87.57	417.31	.00	250.00	167.31-	166.92	834.62
**	TOTAL EXPENSE	87.57	417.31	.00	250.00	167.31-	166.92	834.62
	DEPARTMENT 00 TOTALS	39.06-	289.99-	.00	.00			
**	FUND 15	39.06-	289.99-					
EXPENSE TOTAL		87.57	417.31	.00	250.00	167.31-	166.92	
REVENUE TOTAL		48.51	127.32	.00	250.00	122.68	50.92	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
17-00-41750	REAL ESTATE TAXES							
	T.I.F. DISTRICT	14362.68	515726.30	.00	1140000.00	624273.70	45.24	1031452.60
**	TOTAL REAL ESTATE TAXES	14362.68	515726.30	.00	1140000.00	624273.70	45.24	1031452.60
17-00-48100	OTHER INCOME							
	INTEREST	115.88	475.62	.00	250.00	225.62-	190.25	951.24
**	TOTAL OTHER INCOME	115.88	475.62	.00	250.00	225.62-	190.25	951.24
**	TOTAL REVENUE	14478.56	516201.92	.00	1140250.00	624048.08	45.27	1032403.84
17-00-51100	PERSONAL SERVICES							
	REGULAR SALARIES	3687.36	23918.43	.00	46800.00	22881.57	51.11	47836.86
17-00-51850	PAYROLL TAXES	783.20	4921.50	.00	8799.00	3877.50	55.93	9843.00
**	TOTAL PERSONAL SERVICES	4470.56	28839.93	.00	55599.00	26759.07	51.87	57679.86
17-00-52200	OUTSIDE SERVICES							
	MEMBERSHIPS	.00	.00	.00	375.00	375.00	.00	.00
17-00-52300	POSTAGE	.00	.00	.00	50.00	50.00	.00	.00
17-00-52450	REC/AD/PRINT	.00	331.32	.00	.00	331.32-	.00	662.64
17-00-56100	PRO SVC - AUDIT	.00	.00	.00	2500.00	2500.00	.00	.00
17-00-56900	PRO SVC - MARKETING	.00	10867.10	.00	25000.00	14132.90	43.47	21734.20
17-00-56950	PRO SVC - BOND FEES	.00	.00	.00	1200.00	1200.00	.00	.00
17-00-57405	MAINT SVC - CANAL	.00	.00	.00	20000.00	20000.00	.00	.00
**	TOTAL OUTSIDE SERVICES	.00	11198.42	.00	49125.00	37926.58	22.80	22396.84
17-00-70700	CAPITAL OUTLAY							
	CONSTRUCTION	.00	17600.00	.00	20000.00	2400.00	88.00	35200.00
**	TOTAL CAPITAL OUTLAY	.00	17600.00	.00	20000.00	2400.00	88.00	35200.00
17-00-80300	INTERFUND TRANSFERS OUT							
	TO T.I.F. CANAL DIST. FUN	2250.00	13500.00	.00	27000.00	13500.00	50.00	27000.00
**	TOTAL INTFUND TRANS OUT	2250.00	13500.00	.00	27000.00	13500.00	50.00	27000.00
**	TOTAL EXPENSE	6720.56	71138.35	.00	151724.00	80585.65	46.89	142276.70
	DEPARTMENT 00 TOTALS	7758.00	445063.57	.00	988526.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
17-11-530200	CONST - BRIDGE REPAIR	.00	.00	.00	75000.00	75000.00	.00	.00
17-11-540200	DUMPSTER ENCLOSURE	.00	.00	.00	20000.00	20000.00	.00	.00
	DOWNTOWN TIF CAP IMRPROV							
	TALCOTT ST IMPROVEMENTS							
**	TOTAL TALCOTT ST IMRPOV	.00	.00	.00	95000.00	95000.00	.00	.00
17-11-561100	ENGR - MAIN ST IMP	.00	3367.41	.00	.00	3367.41-	.00	6734.82
17-11-561200	CONST- MAIN ST IMP	.00	275.00-	.00	.00	275.00	.00	550.00-
	SIGNAGE/DESIGN GRANTS							
17-11-567200	CONST- SIGNAGE/DESIGN GRA	7165.00	15000.00	.00	30000.00	15000.00	50.00	30000.00
**	TOTAL SIGNAGE/DESIGN GRANTS	7165.00	18092.41	.00	30000.00	11907.59	60.31	36184.82
	ILLINOIS STREET							
17-11-581100	ENGR - ILLINOIS STREET	.00	44505.26	.00	65000.00	20494.74	68.47	89010.52
**	TOTAL ILLINOIS STREET	.00	44505.26	.00	65000.00	20494.74	68.47	89010.52
17-11-582100	ENGR - MAIN/FREEMONT	.00	8569.59	.00	7500.00	1069.59-	114.26	17139.18
17-11-582200	CONST - MAIN/FREEMONT	.00	.00	.00	75000.00	75000.00	.00	.00
	DEBT SERVICE							
17-11-82425	BOND PRINCIPAL - 05 TIF R	.00	.00	.00	495000.00	495000.00	.00	.00
17-11-82430	BOND INTEREST - 05 TIF RE	.00	35306.25	.00	70613.00	35306.75	50.00	70612.50
17-11-82500	SR HOUSING SENIOR BOND	.00	.00	.00	64000.00	64000.00	.00	.00
17-11-82600	SR HOUSING SUBORD BOND	.00	.00	.00	1000.00	1000.00	.00	.00
**	TOTAL DEBT SERVICE	.00	43875.84	.00	713113.00	669237.16	6.15	87751.68
**	TOTAL EXPENSE	7165.00	106473.51	.00	903113.00	796639.49	11.79	212947.02
	DEPARTMENT 11 TOTALS	7165.00-	106473.51-	.00	903113.00-			
	** FUND 17	593.00	338590.06					
EXPENSE TOTAL		13885.56	177611.86	.00	1054837.00	877225.14	16.83	
REVENUE TOTAL		14478.56	516201.92	.00	1140250.00	624048.08	45.27	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
21-00-48002	GAIN / LOSS ON REFUNDING	.00	353045.80-	.00	.00	353045.80	.00	706091.60-
	** TOTAL REVENUE	.00	353045.80-	.00	.00	353045.80	.00	706091.60-
	DEPARTMENT 00 TOTALS	.00	353045.80-	.00	.00			
	** FUND 21	.00	353045.80-					
EXPENSE TOTAL		.00	.00	.00	.00	.00	.00	
REVENUE TOTAL		.00	353045.80-	.00	.00	353045.80	.00	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
22-00-40010	WATER & SEWER REVENUE TRANSFER ACCOUNT	308.20-	714.11	.00	.00	714.11-	.00	1428.22
	CHARGES FOR SERVICE							
22-00-46210	CELL TOWER LEASE	400.00	7880.05	.00	64000.00	56119.95	12.31	15760.10
22-00-46300	DEV REIMB / B-BOX REINSP	.00	400.00	.00	1000.00	600.00	40.00	800.00
22-00-46400	WATER USAGE	391369.67	2126821.45	.00	3000000.00	873178.55	70.89	4253642.90
22-00-46401	WATER PENALTY	3990.09	27601.10	.00	35000.00	7398.90	78.86	55202.20
22-00-46500	METER FEES	6039.40	26196.22	.00	20000.00	6196.22-	130.98	52392.44
22-00-46550	SEWER CHARGES	73524.47	483015.02	.00	875000.00	391984.98	55.20	966030.04
22-00-46551	SEWER PENALTY	1155.62	6732.07	.00	8500.00	1767.93	79.20	13464.14
22-00-46630	TURN ON FEE	50.00	210.00	.00	300.00	90.00	70.00	420.00
22-00-46650	METERED WATER USE (HYDRAN	1501.00	3046.50	.00	4000.00	953.50	76.16	6093.00
	** TOTAL CHARGES FOR SERVICE	477722.05	2682616.52	.00	4007800.00	1325183.48	66.93	5365233.04
	OTHER INCOME							
22-00-48100	INTEREST	132.91	575.47	.00	500.00	75.47-	115.09	1150.94
22-00-48420	BUILD AMERICA BOND TAX RE	.00	61645.93	.00	115000.00	53354.07	53.61	123291.86
22-00-48500	MISC INCOME	45.00	135.00	.00	600.00	465.00	22.50	270.00
	** TOTAL OTHER INCOME	177.91	62356.40	.00	116100.00	53743.60	53.71	124712.80
	** TOTAL REVENUE	477899.96	2744972.92	.00	4123900.00	1378927.08	66.56	5489945.84
	DEPARTMENT 00 TOTALS	477899.96	2744972.92	.00	4123900.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
OUTSIDE SERVICES								
22-05-52100	MEETINGS/CONF/TRAINING	.00	.00	.00	1000.00	1000.00	.00	.00
22-05-52200	MEMBERSHIP FEES	.00	.00	.00	350.00	350.00	.00	.00
22-05-52300	POSTAGE	27.65	11480.90	.00	25000.00	13519.10	45.92	22961.80
22-05-52450	REC/AD/PRINT	.00	2705.95	.00	5500.00	2794.05	49.20	5411.90
22-05-54300	DUMPING FEES	25.00	25.00	.00	7500.00	7475.00	.33	50.00
22-05-54400	ELECTRIC / GAS / PHONE	18052.64	127697.10	.00	265000.00	137302.90	48.19	255394.20
22-05-56200	PROF SERV - DATA PROCESS	.00	.00	.00	3500.00	3500.00	.00	.00
22-05-56300	PRO SVC - ENGINEERING	.00	3762.08	.00	3500.00	262.08-	107.49	7524.16
22-05-56700	PRO SVC - TESTING	709.50	2966.50	.00	9000.00	6033.50	32.96	5933.00
22-05-57000	MAINT SERV - EQUIPMENT	380.50	567.30	.00	8000.00	79432.70	.71	1134.60
22-05-58000	MAINT SERV - SOFTENER	.00	192.00	.00	4500.00	4308.00	4.27	384.00
22-05-58100	MAINT SERV - WATER SYSTEM	677.00	887.35	.00	25000.00	24112.65	3.55	1774.70
**	TOTAL OUTSIDE SERVICES	19872.29	150284.18	.00	429850.00	279565.82	34.96	300568.36
MATERIALS & SUPPLIES								
22-05-60100	OFFICE SUPPLIES	.00	4282.49	.00	9000.00	4717.51	47.58	8564.98
22-05-60850	MAINT SUPPLIES - WATER SY	2994.88	5941.67	.00	11000.00	5058.33	54.02	11883.34
22-05-60950	MAINT SUPPLIES - WELLS	636.87	4302.96	.00	3500.00	802.96-	122.94	8605.92
22-05-61050	MAINT SUPPLIES - SOFTENER	4402.48	40715.00	.00	70000.00	29285.00	58.16	81430.00
22-05-61200	SAFETY EQUIPMENT	.00	.00	.00	500.00	500.00	.00	.00
22-05-61300	TOOLS & HARDWARE	.00	379.90	.00	500.00	120.10	75.98	759.80
22-05-61400	UNIFORMS	.00	5221.38	.00	5000.00	221.38-	104.43	10442.76
**	TOTAL MATERIALS & SUPPLIES	8034.23	60843.40	.00	99500.00	38656.60	61.15	121686.80
CAPITAL OUTLAY								
22-05-70100	OFFICE EQUIPMENT	1206.00	2412.00	.00	4700.00	2288.00	51.32	4824.00
22-05-70200	OTHER EQUIPMENT	4554.90	81910.70	.00	155000.00	73089.30	52.85	163821.40
22-05-70600	LAND ACQUISITION	.00	17050.22	.00	.00	17050.22-	.00	34100.44
**	TOTAL CAPITAL OUTLAY	5760.90	101372.92	.00	159700.00	58327.08	63.48	202745.84
**	TOTAL EXPENSE	33667.42	312500.50	.00	689050.00	376549.50	45.35	625001.00
DEPARTMENT 05 TOTALS		33667.42-	312500.50-	.00	689050.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
SEWER EXPENSES								
OUTSIDE SERVICES								
22-10-54150	UTILITY EXP - LIFT STATIO	1407.62	9696.56	.00	22000.00	12303.44	44.08	19393.12
22-10-56300	PRO SVC - ENGINEERING	.00	4255.54	.00	25000.00	20744.46	17.02	8511.08
22-10-57050	MAINT SERV - SEWER SYSTEM	24725.73	37614.00	.00	70000.00	32386.00	53.73	75228.00
22-10-57150	MAINT SERV - LIFT STATION	230.00	23487.75	.00	40000.00	16512.25	58.72	46975.50
22-10-58300	MWRD USER FEE	.00	5481.33	.00	13000.00	7518.67	42.16	10962.66
**	TOTAL OUTSIDE SERVICES	26363.35	80535.18	.00	170000.00	89464.82	47.37	161070.36
MATERIALS & SUPPLIES								
22-10-60650	MAINT SUPPLIES - SEWER	.00	961.60	.00	12000.00	11038.40	8.01	1923.20
**	TOTAL MATERIALS & SUPPLIES	.00	961.60	.00	12000.00	11038.40	8.01	1923.20
**	TOTAL EXPENSE	26363.35	81496.78	.00	182000.00	100503.22	44.78	162993.56
DEPARTMENT 10 TOTALS		26363.35-	81496.78-	.00	182000.00-			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
GENERAL ACCOUNT EXPENSES								
PERSONAL SERVICES								
22-15-51100	REGULAR SALARIES	49731.79	323594.34	.00	647000.00	323405.66	50.01	647188.68
22-15-51200	OVERTIME	3190.33	13471.47	.00	36000.00	22528.53	37.42	26942.94
22-15-51400	TEMPORARY SALARIES	.00	19768.19	.00	22000.00	2231.81	89.86	39536.38
**	TOTAL PERSONAL SERVICES	52922.12	356834.00	.00	705000.00	348166.00	50.61	713668.00
OUTSIDE SERVICES								
22-15-52250	BANK CHARGES	986.17	5600.96	.00	.00	5600.96-	.00	11201.92
22-15-53100	HEALTH/LIFE INSURANCE	.00	96366.48	.00	230000.00	133633.52	41.90	192732.96
22-15-53300	IRMA/INSURANCE PREMIUM	.00	.00	.00	10000.00	10000.00	.00	.00
22-15-54110	NPDES	.00	9324.68	.00	10000.00	675.32	93.25	18649.36
22-15-56000	PRO SVC - APPRAISAL	.00	.00	.00	2000.00	2000.00	.00	.00
22-15-56110	GEOGRAPHIC INFO SYS	.00	10650.00	.00	.00	10650.00-	.00	21300.00
22-15-58010	PRO SVC - OTHER PROJECTS	.00	3410.02	.00	5000.00	1589.98	68.20	6820.04
**	TOTAL OUTSIDE SERVICES	986.17	125352.14	.00	257000.00	131647.86	48.78	250704.28
INTERFUND TRANSFERS OUT								
22-15-80100	TO GENERAL FUND	.00	345833.35	.00	830000.00	484166.65	41.67	691666.70
22-15-80230	TO W&S ALT REV BOND	674135.18	954641.43	.00	1027511.00	72869.57	92.91	1909282.86
22-15-80250	TO W&S CAP IMPROV FUND	.00	116665.00	.00	280000.00	163335.00	41.67	233330.00
22-15-80350	TO SSA #1	.00	85000.00	.00	85000.00	.00	100.00	170000.00
22-15-80800	TO GENERAL CAPITAL IMPROV	4618.14	38427.67	.00	50000.00	11572.33	76.86	76855.34
**	TOTAL INTERFUND TRANSFERS O	678753.32	1540567.45	.00	2272511.00	731943.55	67.79	3081134.90
**	TOTAL EXPENSE	732661.61	2022753.59	.00	3234511.00	1211757.41	62.54	4045507.18
DEPARTMENT 15 TOTALS								
		732661.61-	2022753.59-	.00	3234511.00-			
** FUND 22								
EXPENSE TOTAL		314792.42-	328222.05	.00	4105561.00	1688810.13	58.86	
REVENUE TOTAL		792692.38	2416750.87	.00	4123900.00	1378927.08	66.56	
		477899.96	2744972.92	.00				

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
23-00-48100	OTHER INCOME							
	INTEREST	72.35	89.10	.00	100.00	10.90	89.10	178.20
**	TOTAL OTHER INCOME	72.35	89.10	.00	100.00	10.90	89.10	178.20
23-00-49220	INTERFUND TRANSFERS IN							
	FROM WATER & SEWER FUND	674135.18	954641.43	.00	1027514.00	72872.57	92.91	1909282.86
**	TOTAL INTERFUND TRANSFERS I	674135.18	954641.43	.00	1027514.00	72872.57	92.91	1909282.86
**	TOTAL REVENUE	674207.53	954730.53	.00	1027614.00	72883.47	92.91	1909461.06
	W&S REVENUE BOND EXPENSES							
	OUTSIDE SERVICES							
23-00-56950	PROF SERV - BOND FEES	5000.00	.00	.00	1600.00	1600.00	.00	.00
**	TOTAL OUTSIDE SERVICES	5000.00	.00	.00	1600.00	1600.00	.00	.00
	DEBT SERVICE							
23-00-82101	2004 WELL 6 BOND PRINCIPA	.00	.00	.00	275000.00	275000.00	.00	.00
23-00-82102	2004 WELL 6 BOND INTEREST	.00	89897.50	.00	179795.00	89897.50	50.00	179795.00
23-00-82202	2010 BUILD AMERICA INTERE	.00	176131.25	.00	352263.00	176131.75	50.00	352262.50
23-00-82205	2005 REFND BOND PRINCIPAL	.00	.00	.00	190000.00	190000.00	.00	.00
23-00-82210	2005 REFND BOND INTEREST	.00	14477.50	.00	28956.00	14478.50	50.00	28955.00
23-00-82310	2012C REF INT	.00	.00	.00	.00	.00	.00	.00
**	TOTAL DEBT SERVICES	.00	280506.25	.00	1026014.00	745507.75	27.34	561012.50
**	TOTAL EXPENSE	5000.00	280506.25	.00	1027614.00	747107.75	27.30	561012.50
	DEPARTMENT 00 TOTALS	669207.53	674224.28	.00	.00			
**	FUND 23	669207.53	674224.28					
EXPENSE TOTAL		5000.00	280506.25	.00	1027614.00	747107.75	27.29	
REVENUE TOTAL		674207.53	954730.53	.00	1027614.00	72883.47	92.90	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
CHARGES FOR SERVICE								
25-00-46450	CONNECTION FEES-WATER	32500.00	101500.00	.00	110000.00	8500.00	92.27	203000.00
25-00-46600	CONNECTION FEES - SEWER	24320.00	75960.00	.00	70000.00	5960.00-	108.51	151920.00
	** TOTAL CHARGES FOR SERVICE	56820.00	177460.00	.00	180000.00	2540.00	98.59	354920.00
OTHER INCOME								
25-00-48100	INTEREST	99.84	493.95	.00	.00	493.95-	.00	987.90
25-00-48505	CBDG / WATERMAIN	90000.00	170000.00	.00	100000.00	70000.00-	170.00	340000.00
	** TOTAL OTHER INCOME	90099.84	170493.95	.00	100000.00	70493.95-	170.49	340987.90
INTERFUND TRANSFERS IN								
25-00-49220	FROM WATER & SEWER FUND	.00	116665.00	.00	280000.00	163335.00	41.67	233330.00
	** TOTAL INTERFUND TRANSFERS I	.00	116665.00	.00	280000.00	163335.00	41.67	233330.00
	** TOTAL REVENUE	146919.84	464618.95	.00	560000.00	95381.05	82.97	929237.90
W&S GEN CAP IMP EXPENSES								
25-00-517100	ENGR - FLOOD CONTROL	.00	586.00	.00	.00	586.00-	.00	1172.00
25-00-541100	ENGR-NPDES PHASE II	.00	468.00	.00	.00	468.00-	.00	936.00
	** TOTAL BOWL STORMWATER	.00	1054.00	.00	.00	1054.00-	.00	2108.00
BELL RD W & S MAINS								
	** TOTAL BELL RD W & S MAINS	.00	.00	.00	.00	.00	.00	.00
25-00-567100	ENGR-STATE AND HOUSTON ST	.00	18197.75	.00	.00	18197.75-	.00	36395.50
25-00-567200	CONS-STATE AND HOUSTON ST	.00	136636.35	.00	.00	136636.35-	.00	273272.70
25-00-570100	ENGR-KIM/KIP/CHEROKEE WAT	.00	522.00	.00	.00	522.00-	.00	1044.00
25-00-571100	ENGR-NEW AVENUE LOCKPORT-	.00	3021.00	.00	.00	3021.00-	.00	6042.00
25-00-571200	CONS-NEW AVENUE LOCKPORT-	.00	44014.86	.00	.00	44014.86-	.00	88029.72
25-00-573100	ENGR-STATE ST WEND-PEIFFE	.00	3773.00	.00	.00	3773.00-	.00	7546.00
25-00-573200	CONS-STATE ST WEND-PEIFFE	.00	14369.63	.00	.00	14369.63-	.00	28739.26
25-00-575100	ENGR-STEPHEN ST CDBG	.00	3506.23	.00	.00	3506.23-	.00	7012.46
25-00-576100	ENGR - LOGAN WATER MAIN	.00	31258.06	.00	20000.00	11258.06-	156.29	62516.12
25-00-576200	CONS - LOGAN WATER MAIN	.00	150460.05	.00	165000.00	14539.95	91.19	300920.10
25-00-577100	ENGR - MCCARTHY CDBG	.00	436.76	.00	38000.00	37563.24	1.15	873.52
25-00-577200	CONST - MCCARTHY CDBG	94649.85	214060.05	.00	330000.00	115939.95	64.87	428120.10
	** TOTAL EXPENSE	94649.85	621309.74	.00	553000.00	68309.74-	112.35	1242619.48
DEPARTMENT 00 TOTALS		52269.99	156690.79-	.00	7000.00			
** FUND 25		52269.99	156690.79-					
EXPENSE TOTAL		94649.85	621309.74	.00	553000.00	68309.74-	112.35	
REVENUE TOTAL		146919.84	464618.95	.00	560000.00	95381.05	82.96	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
30-00-41755	REAL ESTATE TAXES							
	C/D T.I.F. DISTRICT	22386.70	258486.47	.00	300000.00	41513.53	86.16	516972.94
**	TOTAL REAL ESTATE TAXES	22386.70	258486.47	.00	300000.00	41513.53	86.16	516972.94
30-00-48100	OTHER INCOME							
	INTEREST	31.71	99.61	.00	.00	99.61-	.00	199.22
**	TOTAL OTHER INCOME	31.71	99.61	.00	.00	99.61-	.00	199.22
30-00-49170	INTERFUND TRANSFERS IN							
	FROM T.I.F. DOWNTOWN FUND	2250.00	13500.00	.00	27000.00	13500.00	50.00	27000.00
**	TOTAL INTERFUND TRANSFERS I	2250.00	13500.00	.00	27000.00	13500.00	50.00	27000.00
**	TOTAL REVENUE	24668.41	272086.08	.00	327000.00	54913.92	83.21	544172.16
30-00-56100	PRO SVC - AUDIT	.00	.00	.00	1000.00	1000.00	.00	.00
30-00-56950	PRO SVC - BOND FEES	.00	515.00	.00	1000.00	485.00	51.50	1030.00
**	TOTAL EXPENSE	.00	515.00	.00	2000.00	1485.00	25.75	1030.00
DEPARTMENT 00 TOTALS		24668.41	271571.08	.00	325000.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
** TOTAL RIVER / FRONT ST		.00	.00	.00	.00	.00	.00	.00
	DEBT SERVICE							
30-11-82301	2007 CANAL TIF BOND - PRI	.00	.00	.00	105000.00	105000.00	.00	.00
30-11-82302	2007 CANAL TIF BOND - INT	.00	52812.50	.00	105025.00	52212.50	50.29	105625.00
30-11-82303	2010 CANAL TIF BOND PRINC	.00	.00	.00	.00	.00	.00	.00
30-11-82304	2010 CANAL TIF BOND - INT	.00	34415.00	.00	113830.00	79415.00	30.23	68830.00
** TOTAL DEBT SERVICIE		.00	87227.50	.00	323855.00	236627.50	26.93	174455.00
** TOTAL EXPENSE		.00	87227.50	.00	323855.00	236627.50	26.93	174455.00
DEPARTMENT 11 TOTALS		.00	87227.50-	.00	323855.00-			
** FUND 30		24668.41	184343.58					
EXPENSE TOTAL		.00	87742.50	.00	325855.00	238112.50	26.92	
REVENUE TOTAL		24668.41	272086.08	.00	327000.00	54913.92	83.20	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
33-00-48100	OTHER INCOME							
	INTEREST	143.27	786.68	.00	.00	786.68-	.00	1573.36
	** TOTAL OTHER INCOME	143.27	786.68	.00	.00	786.68-	.00	1573.36
	** TOTAL REVENUE	143.27	786.68	.00	.00	786.68-	.00	1573.36
	OUTSIDE SERVICES							
33-00-56300	PRO SERV - ENGINEERING	.00	750.00	.00	.00	750.00-	.00	1500.00
33-00-56600	PRO SVC - CONSULTING	839.35	10515.25	.00	.00	10515.25-	.00	21030.50
	** TOTAL OUTSIDE SERVICES	839.35	11265.25	.00	.00	11265.25-	.00	22530.50
33-00-70600	LAND ACQUISITION	10000.00	468257.89	.00	.00	468257.89-	.00	936515.78
33-00-80140	TO DEBT SVC	.00	80608.62	.00	.00	80608.62-	.00	161217.24
	** TOTAL DEBT SERVICE	10000.00	548866.51	.00	.00	548866.51-	.00	1097733.02
	** TOTAL EXPENSE	10839.35	560131.76	.00	.00	560131.76-	.00	1120263.52
	DEPARTMENT 00 TOTALS	10696.08-	559345.08-	.00	.00			
	** FUND 33	10696.08-	559345.08-					
EXPENSE TOTAL		10839.35	560131.76	.00	.00	560131.76-	.00	
REVENUE TOTAL		143.27	786.68	.00	.00	786.68-	.00	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
34-00-41756	REAL ESTATE TAXES							
	GATEWAY T.I.F. DIST	.00	15838.93	.00	100000.00	84161.07	15.84	31677.86
**	TOTAL REAL ESTATE TAXES	.00	15838.93	.00	100000.00	84161.07	15.84	31677.86
34-00-48100	OTHER INCOME							
	INTEREST	16.73	81.43	.00	.00	81.43-	.00	162.86
**	TOTAL OTHER INCOME	16.73	81.43	.00	.00	81.43-	.00	162.86
34-00-48100	INTERFUND TRANSFERS IN							
**	TOTAL INTERFUND TRANSFERS I	.00	.00	.00	.00	.00	.00	.00
**	TOTAL REVENUE	16.73	15920.36	.00	100000.00	84079.64	15.92	31840.72
34-00-56300	PRO SERV - ENGINEERING	.00	2144.50	.00	.00	2144.50-	.00	4289.00
34-00-56600	PRO SVC - CONSULTING	11121.00	15136.50	.00	50000.00	34863.50	30.27	30273.00
**	TOTAL CAPITAL OUTLAY	11121.00	17281.00	.00	50000.00	32719.00	34.56	34562.00
**	TOTAL EXPENSE	11121.00	17281.00	.00	50000.00	32719.00	34.56	34562.00
DEPARTMENT 00 TOTALS		11104.27-	1360.64-	.00	50000.00			
** FUND 34		11104.27-	1360.64-					
EXPENSE TOTAL		11121.00	17281.00	.00	50000.00	32719.00	34.56	
REVENUE TOTAL		16.73	15920.36	.00	100000.00	84079.64	15.92	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE M-T-D	Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
35-00-41757	REAL ESTATE TAXES							
	SSA #1 T.I.F. DISTRICT	.00	64943.40	.00	65000.00	56.60	99.91	129886.80
**	TOTAL REAL ESTATE TAXES	.00	64943.40	.00	65000.00	56.60	99.91	129886.80
35-00-48100	OTHER INCOME							
	INTEREST	28.01	85.58	.00	.00	85.58-	.00	171.16
**	TOTAL OTHER INCOME	28.01	85.58	.00	.00	85.58-	.00	171.16
35-00-49220	FROM WATER & SEWER FUND	.00	85000.00	.00	85000.00	.00	100.00	170000.00
**	TOTAL REVENUE	28.01	150028.98	.00	150000.00	28.98-	100.02	300057.96
35-00-56950	OUTSIDE SERVICES							
	PRO SVC - BOND FEES	.00	515.00	.00	1000.00	485.00	51.50	1030.00
**	TOTAL OUTSIDE SERVICES	.00	515.00	.00	1000.00	485.00	51.50	1030.00
35-00-82313	DEBT SERVICE							
	2009 SPEC SVC AREA - PRIN	.00	.00	.00	70000.00	70000.00	.00	.00
35-00-82314	2009 SPEC SVC AREA - INTE	.00	35650.00	.00	71300.00	35650.00	50.00	71300.00
**	TOTAL DEBT SERVICE	.00	35650.00	.00	141300.00	105650.00	25.23	71300.00
**	TOTAL EXPENSE	.00	36165.00	.00	142300.00	106135.00	25.41	72330.00
DEPARTMENT 00 TOTALS		28.01	113863.98	.00	7700.00			
** FUND 35		28.01	113863.98					
EXPENSE TOTAL		.00	36165.00	.00	142300.00	106135.00	25.41	
REVENUE TOTAL		28.01	150028.98	.00	150000.00	28.98-	100.01	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	STATE SHARED REVENUE							
40-00-43700	ALLOTMENTS	101840.65	264849.35	.00	385600.00	120750.65	68.68	529698.70
**	TOTAL STATE SHARED REVENUE	101840.65	264849.35	.00	385600.00	120750.65	68.68	529698.70
	OTHER INCOME							
40-00-48100	INTEREST	38.08	230.16	.00	150.00	80.16-	153.44	460.32
**	TOTAL OTHER INCOME	38.08	230.16	.00	150.00	80.16-	153.44	460.32
**	TOTAL REVENUE	101878.73	265079.51	.00	385750.00	120670.49	68.72	530159.02
	MOTOR FUEL TAX EXPENSES							
	OUTSIDE SERVICES							
40-00-53000	ELECTRICITY - STREET LIGH	1970.34	9893.55	.00	25000.00	15106.45	39.57	19787.10
40-00-56300	PRO SVC - ENGINEERING	.00	8765.51	.00	10000.00	1234.49	87.66	17531.02
40-00-58150	MAINT SERV - STREETS	.00	174731.69	.00	345000.00	170268.31	50.65	349463.38
**	TOTAL OUTSIDE SERVICES	1970.34	193390.75	.00	380000.00	186609.25	50.89	386781.50
	MATERIALS & SUPPLIES							
40-00-60900	MAINT SUPP - STREETS & AL	3248.37	146968.32	.00	150000.00	3031.68	97.98	293936.64
**	TOTAL MATERIALS & SUPPLIES	3248.37	146968.32	.00	150000.00	3031.68	97.98	293936.64
**	TOTAL EXPENSE	5218.71	340359.07	.00	530000.00	189640.93	64.22	680718.14
	DEPARTMENT 00 TOTALS	96660.02	75279.56-	.00	144250.00-			
	** FUND 40	96660.02	75279.56-					
EXPENSE TOTAL		5218.71	340359.07	.00	530000.00	189640.93	64.21	
REVENUE TOTAL		101878.73	265079.51	.00	385750.00	120670.49	68.71	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
45-00-47702	INTERGOVERNMENTAL REVENUE							
	MCCARTHY ROAD GRANT	.00	.00	.00	298686.00	298686.00	.00	.00
**	TOTAL INTERGOVERNMENTAL REV	.00	.00	.00	298686.00	298686.00	.00	.00
	OTHER INCOME							
45-00-48100	INTEREST	92.43	457.40	.00	.00	457.40-	.00	914.80
45-00-48200	U/T - TELECOMMUNICATIONS	60521.56	386441.41	.00	710000.00	323558.59	54.43	772882.82
45-00-48201	U/T - ELECTRIC	56079.61	331252.07	.00	610000.00	278747.93	54.30	662504.14
45-00-48202	U/T - GAS	9381.51	69571.11	.00	275000.00	205428.89	25.30	139142.22
**	TOTAL OTHER INCOME	126075.11	787721.99	.00	1595000.00	807278.01	49.39	1575443.98
**	TOTAL REVENUE	126075.11	787721.99	.00	1893686.00	1105964.01	41.60	1575443.98
45-00-56600	ROAD PROGRAM EXPENSES							
	PRO SVC - CONSULTING	2473.58	5155.60	.00	.00	5155.60-	.00	10311.20
45-00-80100	INTERFUND TRANSFERS OUT							
	TO GENERAL FUND	37500.00	225000.00	.00	450000.00	225000.00	50.00	450000.00
45-00-80140	TO DEBT SERVICE FUND	200000.00	428624.38	.00	657781.00	229156.62	65.16	857248.76
**	TOTAL INTERFUND TRANSFERS O	239973.58	658779.98	.00	1107781.00	449001.02	59.47	1317559.96
**	TOTAL EXPENSE	239973.58	658779.98	.00	1107781.00	449001.02	59.47	1317559.96
	DEPARTMENT 00 TOTALS	113898.47-	128942.01	.00	785905.00			

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	MCCARTHY RD (STP - PH 1)							
45-20-517100	ENGR - MCCARTHY RD (STP -	.00	.00	.00	373358.00	373358.00	.00	.00
45-20-517200	CONS - MCCARTHY RD (STP -	.00	.00	.00	725352.00	725352.00	.00	.00
45-20-517300	LAND ACQUISITION	2026.50	33574.00	.00	.00	33574.00-	.00	67148.00
**	TOTAL MCCARTHY RD (STP - PH	2026.50	33574.00	.00	1098710.00	1065136.00	3.06	67148.00
	STATE STREET LAPP							
45-20-518100	ENGR - STATE ST LAPP	.00	700.00	.00	.00	700.00-	.00	1400.00
**	TOTAL STATE ST LAPP	.00	700.00	.00	.00	700.00-	.00	1400.00
	WALKER / MCCARTHY TRAFFIC SIGNAL							
45-20-520100	ENGR - WALKER / MCCARTHY	.00	219.00	.00	34220.00	34001.00	.64	438.00
45-20-520200	CONS - WALKER / MCCARTHY	.00	.00	.00	230170.00	230170.00	.00	.00
**	TOTAL WALKER / MCCARTHY TRA	.00	219.00	.00	264390.00	264171.00	.08	438.00
	TIMBERLINE / 127TH SIGNAL							
**	TOTAL TIMBERLINE - 127TH SI	.00	.00	.00	.00	.00	.00	.00
45-20-524100	ENGR / HIGH ROAD	.00	11742.41	.00	.00	11742.41-	.00	23484.82
45-20-777777	HOLMES STREET	.00	331.32	.00	50000.00	49668.68	.66	662.64
**	TOTAL MISC ROAD PROJ	.00	12073.73	.00	50000.00	37926.27	24.15	24147.46
**	TOTAL EXPENSE	2026.50	46566.73	.00	1413100.00	1366533.27	3.30	93133.46
	DEPARTMENT 20 TOTALS	2026.50-	46566.73-	.00	1413100.00-			
	** FUND 45	115924.97-	82375.28					
EXPENSE TOTAL		242000.08	705346.71	.00	2520881.00	1815534.29	27.98	
REVENUE TOTAL		126075.11	787721.99	.00	1893686.00	1105964.01	41.59	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
50-00-41800	REAL ESTATE TAXES							
	I.M.R.F.	858.53	75117.11	.00	202762.00	127644.89	37.05	150234.22
**	TOTAL REAL ESTATE TAXES	858.53	75117.11	.00	202762.00	127644.89	37.05	150234.22
50-00-46230	CHARGES FOR SERVICE							
	SPECIAL DETAIL REIMBURSEM	.00	33.19	.00	1500.00	1466.81	2.21	66.38
**	TOTAL CHARGES FOR SERVICE	.00	33.19	.00	1500.00	1466.81	2.21	66.38
50-00-48100	OTHER INCOME							
	INTEREST	10.89	63.47	.00	75.00	11.53	84.63	126.94
**	TOTAL OTHER INCOME	10.89	63.47	.00	75.00	11.53	84.63	126.94
**	TOTAL REVENUE	869.42	75213.77	.00	204337.00	129123.23	36.81	150427.54
50-00-52150	I.M.R.F. FUND EXPENSES							
	OUTSIDE SERVICES							
	VILL. I.M.R.F. CONTRIB.	21509.97	140362.96	.00	285600.00	145237.04	49.15	280725.92
**	TOTAL OUTSIDE SERVICES	21509.97	140362.96	.00	285600.00	145237.04	49.15	280725.92
**	TOTAL EXPENSE	21509.97	140362.96	.00	285600.00	145237.04	49.15	280725.92
	DEPARTMENT 00 TOTALS	20640.55-	65149.19-	.00	81263.00-			
	** FUND 50	20640.55-	65149.19-					
EXPENSE TOTAL		21509.97	140362.96	.00	285600.00	145237.04	49.14	
REVENUE TOTAL		869.42	75213.77	.00	204337.00	129123.23	36.80	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
55-00-41850	REAL ESTATE TAXES	51.91	27644.18	.00	137291.00	109646.82	20.14	55288.36
	SOCIAL SECURITY							
**	TOTAL REAL ESTATE TAXES	51.91	27644.18	.00	137291.00	109646.82	20.14	55288.36
55-00-46230	CHARGES FOR SERVICE							
	SPECIAL DETAIL REIMBURSEM	.00	79.69	.00	500.00	420.31	15.94	159.38
**	TOTAL CHARGES FOR SERVICE	.00	79.69	.00	500.00	420.31	15.94	159.38
55-00-48100	OTHER INCOME							
	INTEREST	18.14	101.44	.00	75.00	26.44-	135.25	202.88
55-00-48500	MISC INCOME	.00	708.28	.00	.00	708.28-	.00	1416.56
**	TOTAL OTHER INCOME	18.14	809.72	.00	75.00	734.72-	1079.63	1619.44
**	TOTAL REVENUE	70.05	28533.59	.00	137866.00	109332.41	20.70	57067.18
55-00-52150	SOCIAL SECURITY EXPENSES							
	OUTSIDE SERVICES							
	VILL SOC SEC CONTRIB	16742.09	107662.68	.00	220000.00	112337.32	48.94	215325.36
**	TOTAL OUTSIDE SERVICES	16742.09	107662.68	.00	220000.00	112337.32	48.94	215325.36
**	TOTAL EXPENSE	16742.09	107662.68	.00	220000.00	112337.32	48.94	215325.36
	DEPARTMENT 00 TOTALS	16672.04-	79129.09-	.00	82134.00-			
**	FUND 55	16672.04-	79129.09-					
EXPENSE TOTAL		16742.09	107662.68	.00	220000.00	112337.32	48.93	
REVENUE TOTAL		70.05	28533.59	.00	137866.00	109332.41	20.69	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	PARKING GARAGE REVENUE							
	CHARGES FOR SERVICE							
72-00-46252	CONDO ASSESSMENTS	6150.00	12300.00	.00	24600.00	12300.00	50.00	24600.00
**	TOTAL CHARGES FOR SERVICE	6150.00	12300.00	.00	24600.00	12300.00	50.00	24600.00
	OTHER INCOME							
72-00-48100	INTEREST	.00	.67	.00	.00	.67-	.00	1.34
**	TOTAL OTHER INCOME	.00	.67	.00	.00	.67-	.00	1.34
**	TOTAL REVENUE	6150.00	12300.67	.00	24600.00	12299.33	50.00	24601.34
	PARKING GARAGE EXPENSES							
	OUTSIDE SERVICES							
72-00-57000	MAINT SERV - STRUCTURE	407.57	9599.55	.00	16500.00	6900.45	58.18	19199.10
72-00-57450	MAINT SERV - LIGHTING	416.27	2335.22	.00	17000.00	14664.78	13.74	4670.44
**	TOTAL OUTSIDE SERVICES	823.84	11934.77	.00	33500.00	21565.23	35.63	23869.54
**	TOTAL EXPENSE	823.84	11934.77	.00	33500.00	21565.23	35.63	23869.54
	DEPARTMENT 00 TOTALS	5326.16	365.90	.00	8900.00-			
**	FUND 72	5326.16	365.90					
EXPENSE TOTAL		823.84	11934.77	.00	33500.00	21565.23	35.62	
REVENUE TOTAL		6150.00	12300.67	.00	24600.00	12299.33	50.00	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
	LICENSES & PERMITS							
75-00-44200	PARKING PERMITS	30225.50	29788.00	.00	31000.00	1212.00	96.09	59576.00
75-00-44220	PARKING METERS	4331.80	23096.02	.00	43000.00	19903.98	53.71	46192.04
	** TOTAL CHARGES FOR SERVICE	34557.30	52884.02	.00	74000.00	21115.98	71.46	105768.04
	FINES							
75-00-45100	FINES	700.00	2200.00	.00	5000.00	2800.00	44.00	4400.00
	** TOTAL FINES	700.00	2200.00	.00	5000.00	2800.00	44.00	4400.00
	OTHER INCOME							
75-00-48100	INTEREST	8.32	30.02	.00	25.00	5.02-	120.08	60.04
	** TOTAL OTHER INCOME	8.32	30.02	.00	25.00	5.02-	120.08	60.04
	** TOTAL REVENUE	35265.62	55114.04	.00	79025.00	23910.96	69.74	110228.08
	PARKING LOT EXPENSES							
	PERSONAL SERVICES							
75-00-51100	REGULAR SALARIES	2727.84	17847.71	.00	34268.00	16420.29	52.08	35695.42
75-00-51850	PAYROLL TAXES	549.71	3751.21	.00	7092.00	3340.79	52.89	7502.42
	** TOTAL PERSONAL SERVICES	3277.55	21598.92	.00	41360.00	19761.08	52.22	43197.84
	OUTSIDE SERVICES							
75-00-52300	POSTAGE	.00	.00	.00	50.00	50.00	.00	.00
75-00-52500	ADVERTISING/PRINTING	.00	1264.77	.00	1500.00	235.23	84.32	2529.54
75-00-54150	ELECTRICITY	.00	.00	.00	6000.00	6000.00	.00	.00
75-00-54250	VILLAGE LEASES	.00	.00	.00	3600.00	3600.00	.00	.00
75-00-57000	MAINT SERV - EQUIPMENT	1568.57	3531.57	.00	4000.00	468.43	88.29	7063.14
75-00-57350	MAINT SERV - PARKING LOTS	34.00	170.00	.00	3000.00	2830.00	5.67	340.00
75-00-57550	MAINT SERV - SNOW REMOVAL	.00	.00	.00	10000.00	10000.00	.00	.00
	** TOTAL OUTSIDE SERVICES	1602.57	4966.34	.00	28150.00	23183.66	17.64	9932.68
	** TOTAL EXPENSE	4880.12	26565.26	.00	69510.00	42944.74	38.22	53130.52
	DEPARTMENT 00 TOTALS	30385.50	28548.78	.00	9515.00			
	** FUND 75	30385.50	28548.78					
EXPENSE TOTAL		4880.12	26565.26	.00	69510.00	42944.74	38.21	
REVENUE TOTAL		35265.62	55114.04	.00	79025.00	23910.96	69.74	

G/L ACCT NUMBER	TITLE	REVENUE / EXPENSE		ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
		M-T-D	Y-T-D					
80-00-47511	INTERGOVERNMENTAL REVENUE							
	MISC GRANTS	.00	15613.61	.00	.00	15613.61-	.00	31227.22
**	TOTAL INTERGOVERNMENTAL REVEN	.00	15613.61	.00	.00	15613.61-	.00	31227.22
80-00-48100	OTHER INCOME							
	INTEREST	.14	1.01	.00	50.00	48.99	2.02	2.02
**	TOTAL OTHER INCOME	.14	1.01	.00	50.00	48.99	2.02	2.02
80-00-49100	INTERFUND TRANSFERS IN							
	FROM GENERAL FUND	4618.14	32427.64	.00	30000.00	2427.64-	108.09	64855.28
80-00-49220	FROM WATER & SEWER FUND	4618.14	38427.67	.00	50000.00	11572.33	76.86	76855.34
**	TOTAL INTERFUND TRANSFERS I	9236.28	70855.31	.00	80000.00	9144.69	88.57	141710.62
**	TOTAL REVENUE	9236.42	86469.93	.00	80050.00	6419.93-	108.02	172939.86
80-00-590400	TRI-CENTRAL							
**	TOTAL TRI-CENTRAL	.00	.00	.00	.00	.00	.00	.00
80-00-590400	MODEL COMMUNITY GRANT	.00	15613.61	.00	.00	15613.61-	.00	31227.22
80-00-70100	CAPITAL OUTLAY							
	OFFICE EQUIPMENT	9236.28	61164.20	.00	80000.00	18835.80	76.46	122328.40
**	TOTAL CAPITAL OUTLAY	9236.28	76777.81	.00	80000.00	3222.19	95.97	153555.62
**	TOTAL EXPENSE	9236.28	76777.81	.00	80000.00	3222.19	95.97	153555.62
DEPARTMENT 00 TOTALS		.14	9692.12	.00	50.00			
** FUND 80		.14	9692.12					
EXPENSE TOTAL		9236.28	76777.81	.00	80000.00	3222.19	95.97	
REVENUE TOTAL		9236.42	86469.93	.00	80050.00	6419.93-	108.01	

G/L ACCT NUMBER	TITLE	REVENUE / M-T-D	EXPENSE Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
	OTHER INCOME							
90-00-48100	INTEREST	14743.91	169457.88	.00	.00	169457.88-	.00	338915.76
90-00-48110	INVESTMENT INCOME -MUTUAL	506.63	11846.98	.00	.00	11846.98-	.00	23693.96
90-00-48450	EMPLOYEE CONTRIBUTIONS	16201.42	102414.09	.00	.00	102414.09-	.00	204828.18
	** TOTAL OTHER INCOME	31451.96	283718.95	.00	.00	283718.95-	.00	567437.90
	INTERFUND TRANSFERS IN							
90-00-49100	FROM GENERAL FUND	3201.25	226603.63	.00	500000.00	273396.37	45.32	453207.26
	** TOTAL INTERFUND TRANSFERS I	3201.25	226603.63	.00	500000.00	273396.37	45.32	453207.26
	** TOTAL REVENUE	34653.21	510322.58	.00	500000.00	10322.58-	102.06	1020645.16
	POLICE PENSION EXPENSES							
	OUTSIDE SERVICES							
90-00-52100	MEETINGS/CONF/TRAINING	.00	.00	.00	3000.00	3000.00	.00	.00
90-00-52200	MEMBERSHIPS	.00	1954.32	.00	2500.00	545.68	78.17	3908.64
90-00-52250	BANK CHARGES	77.61	451.72	.00	.00	451.72-	.00	903.44
90-00-52251	INVESTMENT CHARGES	.00	.00	.00	100.00	100.00	.00	.00
90-00-56150	PROF SERV - ACCOUNTING	200.00	1200.00	.00	2400.00	1200.00	50.00	2400.00
90-00-56450	PROF SERV - ACTUARIAL	.00	.00	.00	1800.00	1800.00	.00	.00
90-00-58500	PENSION PAYMENTS	31330.93	187985.58	.00	377100.00	189114.42	49.85	375971.16
	** TOTAL OUTSIDE SERVICES	31608.54	191591.62	.00	386900.00	195308.38	49.52	383183.24
	MATERIALS & SUPPLIES							
90-00-60100	OFFICE SUPPLIES	.00	.00	.00	100.00	100.00	.00	.00
90-00-60300	PUBLICATIONS	.00	.00	.00	100.00	100.00	.00	.00
	** TOTAL MATERIALS & SUPPLIES	.00	.00	.00	200.00	200.00	.00	.00
	** TOTAL EXPENSE	31608.54	191591.62	.00	387100.00	195508.38	49.49	383183.24
	DEPARTMENT 00 TOTALS	3044.67	318730.96	.00	112900.00			
	** FUND 90	3044.67	318730.96					
EXPENSE TOTAL		31608.54	191591.62	.00	387100.00	195508.38	49.49	
REVENUE TOTAL		34653.21	510322.58	.00	500000.00	10322.58-	102.06	

G/L ACCT NUMBER	TITLE	REVENUE / M-T-D	EXPENSE Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
92-00-47550	GMAT GRANTS	37647.07	347557.75	.00	.00	347557.75-	.00	695115.50
92-00-48100	INTEREST	20.94	84.91	.00	.00	84.91-	.00	169.82
92-00-48101	INTEREST-GRANT	.00	5.75	.00	.00	5.75-	.00	11.50
92-00-48888	PROJECT CONTRIBUTION	.00	45666.39	.00	.00	45666.39-	.00	91332.78
** TOTAL REVENUE		37668.01	393314.80	.00	.00	393314.80-	.00	786629.60
92-00-51100	PERSONNEL	102013.74	309845.36	.00	.00	309845.36-	.00	619690.72
92-00-52100	MEETINGS & TRAINING	1112.00	8578.62	.00	.00	8578.62-	.00	17157.24
92-00-56650	CONTRACTUAL SVCS	27926.69	77126.81	.00	.00	77126.81-	.00	154253.62
92-00-60100	MATERIALS & SUPPLIES	9370.86	27267.56	.00	.00	27267.56-	.00	54535.12
** TOTAL EXPENSE		140423.29	422818.35	.00	.00	422818.35-	.00	845636.70
DEPARTMENT 00 TOTALS		102755.28-	29503.55-	.00	.00			

G/L ACCT NUMBER	TITLE	REVENUE / M-T-D	EXPENSE Y-T-D	ENCUMBERED	FISCAL BUDGET	UNENCUMB BALANCE	% USED	ESTIMATED ACTUALS
92-05-52100	MEETINGS & TRAINING	313.00	313.00	.00	.00	313.00-	.00	626.00
92-05-56650	CONTRACTUAL SVCS	886.47	1870.17	.00	.00	1870.17-	.00	3740.34
92-05-60100	MATERIALS & SUPPLIES	551.02	5256.71	.00	.00	5256.71-	.00	10513.42
	** TOTAL EXPENSE	1750.49	7439.88	.00	.00	7439.88-	.00	14879.76
	** FUND 92	104505.77-	36943.43-					
EXPENSE TOTAL		142173.78	430258.23	.00	.00	430258.23-	.00	
REVENUE TOTAL		37668.01	393314.80	.00	.00	393314.80-	.00	