



ACTIVITY REPORT

January 10, 2011 - February 14, 2011

Confidential Material

Administration Department

- Mayor, VA and AVA attended Romeoville State of the Village address.
- VA and AVA met with representatives from Sikich for a financial consulting progress and update meeting.
- VA and AVA participated in webinar demonstrating Sikich's Gstat financial data program. The Gstat program membership will allow the Village to compare its financial data with trend data from other communities in NE Illinois.
- AVA met with representative from American Express to discuss corporate credit card program for Village.
- VA, AVA and Executive Assistant attended CDBG hearing conducted by Acting Village Engineer.
- VA and AVA participated in webinar for a pilot performance measurement program through the International City/County Managers Association (ICMA). The Village will be a pilot community in the new program that will allow the Village to collect data for internal measurements as well as external comparables among other communities in the program. Staff to be trained later in February.
- VA and AVA met with PW staff and Acting Village Engineer to discuss capital projects in the coming years. The meeting focused on priorities for road and other related projects as budget time approaches.
- VA and AVA attended SWAHM health insurance sub-pool meeting.
- AVA attended IAMMA Illinois Association of Municipal Management Assistants) semi-annual regional meeting.
- AVA met with PW staff and representatives from Schindler Elevator Corporation to discuss on-going problems with Parking Garage elevators. After analyzing Village service call history with assistance from PW staff, Schindler has discovered a factory issue with the equipment and is engineering a solution to the problem.
- VA and AVA attended Illinois Financial Forecast Forum hosted by Northern Illinois University and GFOA.
- Village and Fire District Staff conducted a pre-storm meeting on January 31st to discuss planned response to expected blizzard. On February 4, the group conducted a post-storm meeting to discuss successes and deficiencies from the storm response.

- VA, AVA and LEMA Director participated in various conference calls held by neighboring emergency management agencies to discuss storm updates, response efforts and cost reimbursing processes.

Finance Department

- W-2 forms for 128 employees were prepared and distributed during the month of January.
- Issued about 50 1099 forms to miscellaneous vendors and customers.
- Updated Finance Department computers with the latest version of the LOCIS software.
- Continued staff cross training on accounts payable functions.
- Continued the Finance Department update of W-9 files.

Police Department

- Lemont PD hosted Evidence Technician Course by NEMRT regional training center.
- LPD attended weekly meeting of Lemont-Homer Rotary Club.
- LPD hosted Interviews and Interrogations course by NEMRT regional training center..
- LPD attended South Suburban Major Crimes Task Force meeting.
- LPD command conducted review of department General Orders for updating.
- LPD met with River Valley administration regarding the LPD's Open House for Special Education students..
- LPD provided VIP security for Chinese dignitaries.
- LPD staff attended Southwest Central Dispatch monthly meeting.
- LPD hosted Police Basic Photography course by NEMRT regional training center.
- Chief attended Illinois Association of Chiefs of Police meeting in Champaign.
- LPD attended ILEAS meeting.
- LPD hosted Cub Scout Den 7 station tour.
- Chief attended Chamber event for Fight Crime-Invest in Kids.

- Officer Salinas attended funeral for Bolingbrook officer killed in a traffic accident.

Public Works Department

• Street Division

- Executed snow removal on Village streets and Downtown sidewalks: crews were out for 8 different snow events in this reporting period, including the blizzard of 2011.
- Repaired 4 water main breaks: Hillview Drive, Chipain's lot; Ledochowski Street, and Cherokee Place.
- Operations Supervisor met with elevator company to discuss parking garage elevators.
- Cleaned all hallways and vestibules of parking garage.
- Delivered sidewalk salt to downtown businesses.
- Performed maintenance on snow removal equipment.
- Applied coldpatch to potholes in various locations around town.
- Repaired 11 street light outages.

• Water Division

- Performed daily inspections of wells, pumping stations, and lift stations.
- Collected water samples and submitted to EPA for testing; completed sampling of State Street water main and submitted to EPA for testing.
- Responded to requests for 9 JULIE locates.

Engineering Department

Jim Gainkar

Project Coordination

- Prepared bid documents for:
 - Warner Avenue Relief Sewer Extension
 - Houston Street 300,000 Gallon Elevated Tank Painting
 - Cherokee, Kim & Kip Place Water Main Replacement
 - West Shore Pipeline Water Main Extension
 - Houston Street Water Main Replacement

Houston & State Street Softener Replacement Facility Rehabilitation.

- Prepared 2011 Community Development Block Grant Application; scheduled, advertised and conducted public hearings on potential projects for the 2011 program.
- Performed final inspections for:
 - The Learning Experience
 - Unity House
 - Singer Landing
 - Champagne Carriers
- Provided coordination for McCarthy/Walker Road intersection improvement project
- Provided miscellaneous consulting on an "as needed" basis.

Building Department

- **Permits Applied For:**
 - Planet Chiropractic applied for remodel permit in Lemont Village Square.
 - Two Commercial Occupancies applied for: Pawz & Klawz @447 Talcott and an antique store at 311 Canal Street.
 - Commercial remodel at 102 Stephen Street for Shale Harbor Church
 - Willow Lodge (Timberline Knolls) applied for Fire Alarm and Fire Sprinkler permits.
 - **Permits Issued:**
 - Willow Lodge (Timberline Knolls) was issued remodel permit.
 - Archview Plaza (12420 Archer Avenue) was issued Fire Alarm permit
 - **Miscellaneous Items:**
 - 23 Vacant Properties marked "Not Approved for Occupancy" pending receipt of registration.
 - 1 Final Occupancy - Single Family Home
 - 3 Temporary Occupancies - Single Family Homes
 - 5 Temporary Occupancies - Townhomes
- 218 inspections and reviews performed by Building Department.

Meeting scheduled with Homeowners' Association of 400 McCarthy Road Condos to discuss water damage.

Planning & Economic Development Department

PLANNING & ZONING COMMISSION

January Meeting:

- No applications received; meeting cancelled.

TECHNICAL REVIEW COMMITTEE

OTHER PLANNING/ECONOMIC DEVELOPMENT ISSUES

- **Model Communities Grant.** January 25, the Department received notice that it had received a \$48,080 grant from the Cook County Department of Public Health Model Communities Program. The grant period is February 1, 2011 to February 2012; on January 21 Department staff participated in an online kick-off meeting with other grant recipients. The Lemont Park District was co-applicant.
- **Will County 2011 Economic Forecast.** On January 6 the Director and Village Planner attended the Will County Economic Development Corp's "2011 Economic Forecast" Luncheon at Lewis University.
- **Destination Development Meeting.** On January 10 staff met with Trustee Virgilio, Trustee Stapleton, and consultants to discuss upcoming study on downtown destination development.
- **Glen Oaks Appraisal.** On January 12, Director met with VA and appraisers looking at Glen Oak Estates.
- **Liquor Commission.** IMCNHC Steering Committee. On January 12, Director and Trustee Virgilio attended meeting of the I&M Canal National Heritage Corridor Management Plan steering committee in Chanahon.
- **Lower DesPlaines Ecosystem Partnership.** On January 18 Director attended annual meeting of the Lower DesPlaines Ecosystem Partnership. Director was re-elected to serve as treasurer of the group.
- **Rendezvous and CCA.** On January 19 Director met with representatives of the annual Rendezvous in Willow Springs and the Canal Corridor Association to discuss potential new sites for the Rendezvous.
- **Farmers Market Grant Kick-Off.** On January 27, Planner coordinated a kick-off meeting to begin implementation of the grant received for the 2011 Lemont Farmers Market.
- **Environmental Advisory Commission.** On January 27, Planner attended the Lemont Environmental Advisory Commission meeting; Planner has been appointed new staff liaison to the Commission.
- **CCA Bus Tourism Seminar.** On January 28, Director attended seminar on attracting tour group buses to historic/cultural sites. Event was sponsored by the Canal Corridor Association.
- **Planning Webinar.** On February 1, Planner participated in a free webinar on how to engage the public in planning processes through the use of online tools and social media.
- **Letters of Credit.** Director continued to work with lending institutions for the renewal/extension of two letters of credit for two separate developments and the potential sale of one development.
- **Krystyna Crossing.** Staff responded to three requests for information regarding the Krystyna Crossing development. Parties are interested in potential purchase of the property and completion of the development.

- **Will County Ordinances.** On February 8 Director attended Will Co. Land Use Committee meeting for discussions on (1) draft county billboard regulations and (2) draft ordinance for native plants/natural landscaping.



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

VILLAGE BOARD MEETING

FEBRUARY 14, 2011 - 7:00 P.M.

AGENDA

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ronald Stapleton

Jeanette Virgilio

Administrator

Benjamin P. Wehmeier

Administration

phone (630) 257-1590

fax (630) 243-0958

Building Department

phone (630) 257-1580

fax (630) 257-1598

Planning & Economic

Development

phone (630) 257-1595

fax (630) 257-1598

Engineering Department

phone (630) 257-2532

fax (630) 257-3068

Finance Department

phone (630) 257-1550

fax (630) 257-1598

Police Department

14600 127th Street

phone (630) 257-2229

fax (630) 257-5087

Public Works

16680 New Avenue

phone (630) 257-2532

fax (630) 257-3068

www.lemont.il.us

- I. **PLEDGE OF ALLEGIANCE- FLAG CEREMONY LEMONT BOY SCOUT TROOP #49.**
- II. **ROLL CALL.**
- III. **CONSENT AGENDA. (RC)**
 - A. **APPROVAL OF MINUTES.**
 - B. **APPROVAL OF DISBURSEMENTS.**
- IV. **MAYOR'S REPORT**
 - A. **PROCLAMATION - POLISH HERITAGE DAY - FEBRUARY 20.**
 - A. **PUBLIC HEARING ON AMENDMENT TO ANNEXATION AGREEMENT FOR 8.7 ACRE PARCEL LOCATED AT SW CORNER MCCARTHY & BELL ROADS. (MOTIONS TO OPEN AND CLOSE) (VV)**
 - B. **PUBLIC HEARING ON AMENDMENT TO ANNEXATION AGREEMENT FOR 22.67 ACRE PARCEL LOCATED AT NW CORNER MCCARTHY & BELL ROADS. (MOTIONS TO OPEN AND CLOSE)(VV)**
 - C. **AUDIENCE PARTICIPATION.**
- V. **CLERK'S REPORT**
 - A. **CORRESPONDENCE.**
 - B. **ORDINANCES**
 1. **ORDINANCE READOPTING AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR 8.7 ACRE PARCEL LOCATED AT SW CORNER MCCARTHY & BELL ROADS. (RC) (PLANNING & ED) (STAPLETON)(BROWN/JONES)**
 2. **ORDINANCE READOPTING AN ORDINANCE ANNEXING 8.7 ACRE PARCEL LOCATED AT SW CORNER MCCARTHY & BELL ROADS. (RC) (PLANNING & ED)(STAPLETON)(BROWN/JONES)**



3. **ORDINANCE READOPTING AN ORDINANCE AMENDING THE ZONING MAP FROM R-1 TO B-3 AT THE SW CORNER MCCARTHY & BELL ROADS. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
4. **ORDINANCE READOPTING ORDINANCE GRANTING SPECIAL USE FOR TWO DRIVE-THROUGHS AT SW CORNER MCCARTHY & BELL ROADS. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
5. **ORDINANCE READOPTING ORDINANCE AUTHORIZING EXECUTION OF ANNEXATION AGREEMENT FOR 22.67 ACRES AT NW CORNER OF MCCARTHY & BELL ROADS. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
6. **ORDINANCE READOPTING AN ORDINANCE ANNEXING 22.67 ACRES LOCATED AT NW CORNER OF MCCARTHY & BELL ROADS. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
7. **ORDINANCE READOPTING ORDINANCE AMENDING THE ZONING MAP FROM COOK COUNTY R-1 TO LEMONT R-4 (20.9 ACRES) AND LEMONT B-3 (1.7 ACRES) AT NW CORNER MCCARTHY & BELL ROADS. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
8. **ORDINANCE AUTHORIZING THE ACQUISITION OF REAL ESTATE FOR ROW PURPOSES. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
9. **ORDINANCE SETTING PUBLIC HEARING DATE FOR AMENDING THE DOWNTOWN LEMONT TIF REDEVELOPMENT PLAN AND PROJECT AREA - APRIL 11, 2011, 7:00 P.M. (RC)**
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

C. RESOLUTIONS

1. **RESOLUTION AWARDED CONTRACT FOR WARNER AVENUE STORM SEWER. (RC)**
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)
2. **RESOLUTION OF OBJECTION TO COOK COUNTY ZONING BOARD OF APPEALS REGARDING SPECIAL USE FOR A UNIQUE USE FOR ETHNIC DELICATESSEN AT 1361 STATE STREET IN UNINCORPORATED LEMONT TOWNSHIP. (RC)**
(PLANNING & ED)(STAPLETON)(BROWN/JONES)

3. RESOLUTION AUTHORIZING SUBMITTAL OF THE SUBRECIPIENT APPLICATION FORM FOR VILLAGE PARTICIPATION IN 2011 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (RC) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER/CAINKAR)
4. RESOLUTION SELECTING I&M NATIONAL HERITAGE CORRIDOR CONVENTION & VISITORS BUREAU AS LEMONT'S AGENCY OF RECORD FOR TOURISM JULY 1, 2011 - JUNE 30, 2012. (RC) (PLANNING & ED) (STAPLETON)(BROWN/JONES)
5. RESOLUTION ACCEPTING IDOT AUDIT REPORT NO. 56 OF MFT FUNDS RECEIVED AND DISBURSED JANUARY 1, 2008 - DECEMBER 31, 2009. (RC) (ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER)

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

MINUTES

VILLAGE BOARD MEETING

January 24, 2011

The regular meeting of the Lemont Village Board was held on Monday, January 24, 2011 at 7:00 p.m., President Brian Reaves presiding. Roll call: Blatzer, Chialdikas, Miklos, Stapleton, Virgilio; present. Sniegowski absent.

III. CONSENT AGENDA

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

- A. Minutes
- B. Approval of Disbursements

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

IV. MAYOR'S REPORT

Mayor Reaves announced that the Village is working with the Hillard-Heintze consulting firm who will perform a study of the Police Department to take it forward and make it better than it already is.

Mayor Reaves spoke about the value of education in light of the potential state takeover of the District 113A school system. He will personally work to provide information to the community on the \$20 million referendum. An Intergovernmental Meeting will be held on February 24 at the Village Hall and a Town Hall meeting will be held in March at Lemont High School in the interest of informing the community.

Mayor Reaves attended a Will County Governmental League meeting where the state budget was discussed. The Mayor said he is personally appalled at the situation in Springfield and what it may mean for state-shared revenue to Lemont.

AUDIENCE PARTICIPATION - AGENDA ITEMS

V. CLERK'S REPORT

Clerk Smollen received notice of a special use permit to develop a multi-use trail system within the Keepataw Preserve on Bluff Road. The Will County Planning & Zoning Commission will hold a public hearing on February 15 at 6:30 p.m. in the Will County office building at 302 N. Chicago Street in Joliet.

ORDINANCES

Ordinance O-10-11. Ordinance Abating the Tax Heretofore Levied for the Year 2010 to pay Debt Service on \$5,000,000 General Obligation Waterworks and Sewerage Bonds (ARS), Series 2010 and Build America Bonds (Direct Payment). Motion by Stapleton, seconded by Blatzer, to adopt said Ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

RESOLUTIONS

Resolution R-4-11 - Resolution of Objection to Application to Cook County Zoning Board of Appeals for Special use for Property Located at 1361 State Street in Lemont Township. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio,

Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

Resolution R-5-11 - Resolution Setting Time and Place for Public Hearing for the Amendment to the Downtown TIF District Redevelopment Plan - March 28, 2011. Motion by Chialdikas, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

Administrator Ben Wehmeier reported that staff has begun work on the budget. A presentation will be given to the Board at the Committee of the Whole meeting.

The Administrator also announced meeting dates for the coming 3 months.

VIII. BOARD REPORTS

IX. STAFF REPORTS

Public Works Director Ralph Pukula reminded motorists to maintain a safe distance between snow plows and their vehicles.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Stapleton to move into Executive Session for the purpose of discussing personnel. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

Motion by Blatzer, seconded by Stapleton, to move into Executive Session for the purpose of setting the price of real estate.. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

XIII. ACTION ON CLOSED SESSION ITEMS

Motion by Miklos, seconded by Blatzer to approve the appointment of Robert Sylvester to LEMA. Voice vote: 5 ayes. Motion passed.

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:09 p.m. Voice vote: 5 ayes. Motion passed.

SYS DATE:02/09/11

VILLAGE OF LEMONT

SYS TIME:11:38

A / P W A R R A N T L I S T

[NW1]

REGISTER # 349

DATE: 02/14/11

Monday February 14,2011

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 AMALGAMATED BANK OF CHICAGO	11-02-01	17-00-56950	SERIES 2003A FEE	485.00	485.00
01 AMERICAN COMPUTER & COMM. INC	11-02-14	10-15-57000	JULIE PRINTER	279.00	279.00
01 ACCURINT	20110131	10-20-60110	SEARCHES	79.50	79.50
01 AVAYA FINANCIAL SERVICES	18669902	10-20-70100	P/D PHONE SYSTEM	834.97	834.97
01 AIRGAS NORTH CENTRAL	105792377	10-17-61100	WELDING GAS	45.80	45.80
01 ALLYN CORP PLUMBING	5015	10-35-70200	WATER HEATER	790.00	790.00
01 AMAUDIT	218	10-90-53900	TELECOM PMT	1749.71	531.45
	218	10-15-53000	COM ED PMT		664.37
	257	10-90-53900	CONTINGENCY PMT		553.89
01 ABBEY PAVING CO INC	07286-7F	17-11-550200	TALCOTT RECONST	6691.44	6691.44
01 ARTHUR PETERSON INC	11-01-31	10-15-60900	SUPPLIES	13.48	13.48
01 APPRAISAL RESEARCH PARTNERS LL	62473	10-90-56000	APPRAISAL	3800.00	3800.00
01 AMERICAN SOCIETY OF SANITARY E	11-01-24	10-25-52200	DUES	85.00	85.00
01 ASSOCIATED TECHNICAL SERVICES	20880	22-05-58100	LOCATE WATER LEAK	782.25	782.25
01 AT&T				940.57	
	01/01-1609	22-10-54150	KHOLS/TARGET		.20
	11/01-0436	22-10-54150	CONNEMARA		38.84
	11/01-0448	22-10-54150	CHESTNUT CROSSING		36.63
	11/01-0459	22-10-54150	OAK TREE		40.88
	11/01-0958	10-90-53900	PHONES		55.15
	11/01-1230	22-10-54150	EAGLE RIDGE		38.01
	11/01-1468	10-90-53900	PHONES		107.47
	11/01-1596	10-90-53900	P/W PHONES		41.24
	11/01-1598	10-90-53900	PHONES		95.99
	11/01-1739	22-05-54400	WELL #6		77.93
	11/01-1982	22-10-54150	RUFFLED FEATHERS		49.06
	11/01-2290	22-05-54400	WELL #3		96.42
	11/01-2474	10-90-53900	PHONES		111.00
	11/01-5271	22-10-54150	HARPERS GROVE		38.60
	11/01-5936	22-05-54400	WELL #4		41.43
	11/01-6421	22-05-54400	WELL #5		34.53
	11/01-9539	22-10-54150	KEEPAW TRAILS		37.19
01 ARROW UNIFORM RENTAL	07-380352	10-17-57000	SHOP TOWELS	79.65	39.87

A / P W A R R A N T L I S T
REGISTER # 349

DATE: 02/14/11

Monday February 14,2011

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	DESCRIPTION	AMOUNT	DIST
	07-380353	10-17-57000		SHOP TOWELS		39.78
01 AVALON PETROLEUM COMPANY					15223.30	
	006698	10-17-61500		FUEL		2804.40
	006712	10-17-61500		FUEL		3480.40
	543257	10-17-61500		FUEL		2802.50
	543258	10-17-61500		FUEL		3186.00
	543259	10-17-61500		FUEL		2950.00
01 AVAYA INC					360.42	
	2730764071	10-90-53900		PHONES		360.42
01 ADVANCE VISUALS INC					1999.00	
	50322	10-20-60601		PROJECTOR		1999.00
01 AIR 1 WIRELESS					112.42	
	11-02-01	10-15-52600		PHONE SUPPLIES		36.05
	11=-2=-1	10-15-52600		PHONE SUPPLIES		76.37
01 AZAVAR					1618.38	
	8265	45-00-56600		CONTINGENCY PMT		809.19
	8299	45-00-56600		CONTINGENCY PMT		809.19
01 BALLARD, THOMAS					35.00	
	11-02-14	10-60-52100		WEATHER CLASS		35.00
01 BRIDGES EXCAVATING & DEMOLITIO					16905.00	
	10254-01F	10-00-28500		EROSION CONTROL		16905.00
01 BATTERY SERVICE CORPORATION					424.47	
	206465	10-17-61100		PARTS		96.75
	206656	10-17-61100		BATTERIES		327.72
01 CARGILL INC-SALT DIVISION					57946.09	
	3029025	40-00-60900		ROAD SALT		7181.45
	3045743	40-00-60900		ROAD SALT		12572.66
	3046699	40-00-60900		ROAD SALT		8472.87
	3049919	40-00-60900		ROAD SALT		4436.56
	3058515	40-00-60900		ROAD SALT		6916.02
	3064098	40-00-60900		ROAD SALT		5749.15
	3066945	40-00-60900		ROAD SALT		12617.38
01 COMCAST CABLE					138.60	
	11-01-22	10-90-53900		INTERNET		69.32
	11-02-04	10-90-53900		PHONES		69.28
01 CLOSED CIRCUIT INNOVATIONS					730.00	
	4655	80-00-70100		V/H CAMERAS		205.00
	4655	72-00-57000		P/D CAMERAS		200.00
	4655	75-00-57000		M/L CAMERAS		325.00
01 CCP INDUSTRIES INC					554.22	
	IN00630358	10-15-60900		SUPPLIES		69.24
	IN00637776	10-15-60900		MAINT SUPPLIES		352.98
	IN00638355	10-15-60900		MAINT SUPPLIES		132.00
01 CONVERGED COMMUNICATIONS SYSTE					420.00	
	10250	10-90-53900		PHONE PROGRAMING		420.00
01 CINTAS DOCUMENT MANAGEMENT					55.54	
	DD25100884	10-10-60100		SHREDDING		55.54

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
01 CDW GOVERNMENT INC				2946.78	
TVG0231		80-00-70100		P/D MONITOR PTS	733.97
TVJ4537		80-00-70100		P/D MONITOR PTS	1100.94
TVM9461		10-90-53900		P/D PHONE EQUIP	491.87
VZH0873		80-00-70100		MONITORS	620.00
01 COMED				3546.12	
11/01-0229		40-00-53000		STREET LIGHTING	25.26
11/02-6066		40-00-53000		STREET LIGHTING	3520.86
01 C E S				412.83	
ROM/013062		40-00-60900		STREET LT PARTS	412.83
01 CHIPAIN'S FINER FOODS				18.96	
11-02-01		10-15-60100		SUPPLIES	18.96
01 CONSERV FS				1309.28	
1414691-IN		10-15-60900		SIDEWALK SALT	1309.28
01 CHASE				4670.08	
11-02-01		90-00-52100		PENSION TRAINING	1300.00
11-02-01		10-10-52100		MEETING	170.00
11-02-01		10-10-60100		OFFICE SUPPLIES	142.99
11-02-01		10-20-61200		SUPPLIES	619.71
11-02-01		10-20-60100		SUPPLIES	483.48
11-02-01		10-20-60110		SUPPLIES	407.36
11-02-01		10-30-52100		MEETING	40.00
11-02-01		10-10-52100		CONFERENCE	95.00
11-02-01		10-60-52600		LEMA EQUIPMENT	25.90
11-02-01		10-60-52100		MEETING	165.00
11-02-01		10-10-52100		ICMA PROGRAM	950.00
11-02-01		72-00-57000		ELEVATOR CERT	60.64
11-02-01		10-15-57400		TIMMERS	210.00
01 CHIARAMONTE, JACKI				126.00	
10-12-19		10-00-28060		HOLIDAY BAZAAR	126.00
01 CHICAGO INTERNATIONAL TRUCKS L				81.98	
101087839		10-17-61100		PARTS	95.72
101088785		10-17-61100		PARTS	306.26
13581		10-17-61100		CREDIT	320.00-
01 CRAWFORD, MURPHY & TILLY INC				4178.50	
87893		22-10-58300		CSO MONITORING	4178.50
01 CORSO, GINA				144.00	
11-01-21		75-00-20005		REFUND	144.00
01 CIVIC PLUS				1050.00	
86928		80-00-70100		WEBSITE HOSTING	1050.00
01 CIRCLE TRACTOR				36.08	
210812		10-17-61100		PARTS	36.08
01 DUSTCATCHERS				150.88	
08079		10-35-57500		FLOOR MATS	74.73
08082		10-35-57515		FLOOR MATS	76.15
01 EAST JORDAN IRON WORKS				86.64	

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	3346721	22-10-60650	SEWER GRATE		86.64
01 EXELON ENERGY INC				25177.53	
	100367700160	22-10-54150	RUFFLED FEATHERS		513.49
	100367800160	22-10-54150	CHESTNUT XING		223.61
	100367900160	22-10-54150	HARPERS GROVE		151.25
	100368000160	22-10-54150	OAK TREE		345.15
	100368100160	22-05-54400	WELL #6		11121.92
	100368200160	22-05-54400	WELL #3		1645.72
	100523700160	22-05-54400	HOUSTON TOWER		25.48
	100523800160	22-10-54150	KEEPATAW TRAILS		324.69
	100523900160	22-05-54400	WELL #5		9025.01
	100524000160	22-05-54400	WELL #4		1566.34
	100539200160	22-10-54150	GLENNS CONNEMARA		234.87
01 FASTENAL COMPANY				9.14	
	ILROM23939	10-17-61300	HARDWARE		9.14
01 FIRST ADVANTAGE OCCUPATIONAL S				404.91	
	0126531	10-90-56500	EMPLOYEE TESTING		363.60
	1016500	10-90-56500	EMPLOYEE TESTS		41.31
01 FEDERAL EXPRESS CORP				26.68	
	7-373-28538	10-10-52300	POSTAGE		26.68
01 FLEET SERVICES				92.24	
	251	10-17-61500	FUEL		92.24
01 FRANK NOVOTNY & ASSOCIATES INC				40968.89	
	01-09188	25-00-566100	DESIGN ENGR		37779.16
	05472-03	10-30-56300	ATLANTIS BANQUET		1134.80
	05472-08	10-30-56300	ATLANTIS BANQUET		350.00
	06282-02	10-30-56300	IL BAR & GRILL		69.00
	08148-01	10-30-56300	ASHFORD CONDOS		276.00
	08341-03	10-30-56300	PRODROMOS		103.50
	09083-02	10-30-56300	FIRESTONE STORE		138.00
	09191-02	10-30-56300	CHAMPAGNE CARRIER		207.00
	09259-01	10-30-56300	132ND ST ANNEX		414.00
	09264-01	10-30-56300	DUNAJEC BAKERY		207.00
	09269-01	10-30-56300	WINDSOR COURT		290.43
01 FLEET SAFETY SUPPLY				427.41	
	52022	10-17-61100	PARTS		232.68
	52033	10-17-61200	SAFETY EQUIPMENT		194.73
01 GARCIA, PAULETTE				223.73	
	11-01-19	10-35-57515	SUPPLIES		223.73
01 GUARANTEED TECH SERV & CONSULT				1120.00	
	2009080	80-00-70100	IT SUPPORT		1120.00
01 HAREZA ANDRZEJ				1000.00	
	080286	10-00-28200	12425 THORNBERRY		1000.00
01 HD SUPPLY WATERWORKS				529.40	
	2491903	22-05-60850	CLAMPS		529.40
01 HSBC BUSINESS SOLUTIONS				1271.96	
	23334848	22-05-61300	WATER PUMP		641.97

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	23341452	10-15-61300	HAND TOOLS		629.99
01 ILLINOIS ASSOCIATION OF CHIEFS	11-02-14	10-20-52200	MEMBERSHIP	120.00	120.00
01 ILLINOIS CPAA	11-02-14	10-10-52200	MEMBERSHIP	25.00	25.00
01 IIMC	10-12-14	10-05-52200	MEMBERSHIP	160.00	160.00
01 IL ENFORCE OFFICERS LAW BULLET	11-01-24	10-20-52200	MEMBERSHIP	200.00	200.00
01 INKWELL LTD				444.74	
	52999	10-20-60100	SUPPLIES		299.85
	53137	10-53-58000	GREEN PAPER		129.90
	53147	10-20-60100	SUPPLIES		14.99
01 I R M A				551.66	
	11-12-31	10-90-53300	VOLUNTEER INS		527.00
	11-12-31	10-15-53200	IRMA DEDUCT		20.96
	11-12-31	10-20-53200	IRMA DEDUCT		3.70
01 LEMONT CHAMBER OF COMMERCE				600.00	
	11-02-14	10-05-52100	CHAMBER DINNER		550.00
	11-02-14	10-20-52100	CHAMBER DINNER		50.00
01 LEN COX AND SONS EXCAVATING	09290-02	25-00-550200	STATE WATER MAIN	44413.25	44413.25
01 LOCIS	31901	10-10-60100	TAX FORMS	585.00	585.00
01 LUDWIG'S INC				64.98	
	11-01-07	10-15-60900	PROPANE		19.99
	11-02-01	10-20-60600	TREATS		44.99
01 MANCARI'S CHRYSLER JEEP				1183.52	
	374019	10-17-61100	PARTS		35.84
	374136	10-17-61100	PARTS		49.28
	374608	10-17-61100	PARTS		118.40
	535251	10-17-57000	REPAIR		980.00
01 MENARD'S				149.71	
	60313	72-00-57450	PARKING GARAGE		9.98
	64609	10-15-60900	MAIL BOXES		139.73
01 MARKET FEASIBILITY ADVISORS,LL	17	17-00-56900	TIF	5000.00	5000.00
01 MIDWEST HEALTH WORKS				264.00	
	18644	10-90-56500	EMPLOYEE EXAMS		195.00
	18646	10-90-56500	EMPLOYEE EXAM		69.00
01 MORRIS ENGINEERING INC				3473.75	
	11-02195	10-25-56310	GRADING INSPECTNS		130.00
	11-02215	10-15-56300	GENERAL ENGR		3343.75
01 MONROE TRUCK EQUIPMENT	288321	10-17-61100	PARTS	519.94	519.94
01 MIDWAY TRUCK PARTS	1649706	10-17-61100	PARTS	1761.47	14.23

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	1649922	10-17-61100	PARTS	33.10	
	1652431	10-17-61100	PARTS	34.14	
	5213878	10-17-61100	PARTS	1680.00	
01 NORTH AMERICAN SALT CO	70632723	22-05-61050	SOFTENER SALT	2010.65	2010.65
01 NORTH EAST MULTI-REG TRNG	140662	10-20-52100	CONFERENCE	50.00	50.00
01 NEOPOST INC	13192439	22-05-70200	POSTAGE MACHINE	569.38	569.38
01 NICOR GAS				626.92	
	11/01-0043	22-10-54150	RUFFLED FEATHERS	87.99	
	11/01-10005	22-10-54150	CHESTNUT XING	29.74	
	11/01-2000 8	22-10-54150	KEEPATAW TRAILS	44.91	
	11/01-20008	22-05-54400	WELL #3	267.80	
	11/01-2382	22-10-54150	GLENN CONNEMARA	27.87	
	11/01-9378	22-05-54400	WELL #6	103.86	
	11/01-9589	22-10-54150	TARGET/KHOLS	33.07	
	11/02-20004	22-05-54400	WELL #4	31.68	
01 NICOLET NATURAL SE INC	933372	10-35-61000	WATER	90.55	90.55
01 PDC LABORATORIES	677040S	22-05-56700	WATER SAMPLES	414.00	414.00
01 PINNER ELECTRIC INCORP	20781	40-00-60900	TRAF/SIGNAL MAINT	400.00	400.00
01 P & G KEENE ELECTRICAL	170776	10-17-61100	PARTS	584.36	317.18
	170817	10-17-61100	PARTS		267.18
01 POSTMASTER	11-01-14	10-10-52300	PERMIT #89	185.00	185.00
01 QUINLAN SECURITY SYSTEMS	7211	10-15-57000	MAINT AGREEMENT	196.59	196.59
01 QUILL CORPORATION	1814217	10-25-60100	STAMP PAD	281.63	8.98
	1826118	10-10-60100	SUPPLIES		160.16
	2124274	10-10-60100	SUPPLIES		112.49
01 RAGS ELECTRIC				2835.34	
	7333	40-00-60900	LIGHT PARTS	64.50	
	7346	40-00-60900	ST LIGHT PARTS	312.00	
	7346	10-15-60900	MAINT SUPPLIES	528.60	
	7362	40-00-60900	ST LIGHT PARTS	930.24	
	7827-23	10-15-57400	MAINT LIGHTS	1000.00	
01 RAINBOW PRINTING	407851	10-20-52500	FIELD DIRECTORIES	588.45	588.45
01 RISTOW, LEE	10-12-12	10-00-28060	HOLIDAY BAZAAR	42.00	42.00
01 COOK COUNTY RECORDER OF DEEDS	INV27212312010	10-00-29400	PASS THRU 24.05	268.00	102.00

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	INV27212312010	10-10-52400	DETENTION BASINS	166.00	
01 ROZYCKI LYNN	10-12-03	10-00-28060	HOLIDAY BAZAAR	29.40	29.40
01 RAYSA & ZIMMERMANN, LLC	19182	10-90-56400	LEGAL FEES	3649.00	3649.00
01 SAFETY KLEEN	52837872	10-17-61100	PARTS WASHER SERV	150.98	150.98
01 SOUTHWEST CENTRAL DISPATCH	11-01-15	10-20-53800	ASSESSMENT	23040.13	23040.13
01 STEINER ELECTRIC CO	S003506743.001	10-35-57515	MAINT	350.00	350.00
01 SURE-FIRE AUTO PARTS	11-01-12	10-20-57000	SUPPLIES	622.56	76.90
	11-01-27	10-17-61100	SUPPLIES		545.66
01 SIKICH LLP	123689	10-90-56600	CONSULTING	6115.00	5520.00
	123858	10-10-52200	MEMBERSHIP		595.00
01 SIDWELL COMPANY	83153	10-30-60300	SIDWELL BOOKS	696.00	696.00
01 SUBURBAN LIFE PUBLICATIONS	512780	22-05-52450	AD-TANK PAINTING	331.32	331.32
01 SMOLLEN, CHARLENE	11-01-28	10-05-52100	CLERK SEMINAR	230.84	230.84
01 SPRINT	448842006-024	10-20-52600	PROJECT SHIELD	39.99	39.99
01 SOUTH SUBURBAN ASSN - CHIEFS O	11-02-14	10-20-52200	MEMBERSHIP	25.00	25.00
01 SOUTH SUBURBAN MAJOR CRIMES TA	100	10-20-52200	MEMBERSHIP	1000.00	1000.00
01 SOUTH SUBURBAN WATER WORKS ASS	11-02-14	10-17-52200	MEMBERSHIP	45.00	45.00
01 STAPLES ADVANTAGE	106575155	10-10-60100	SUPPLIES	128.98	128.98
01 SAM'S TECH SUPPLY INC	14007	10-17-61100	TIRE SUPPLIES	424.99	424.99
01 TESKA ASSOCIATES INC	2328	80-00-575100	ENGR I&M	2483.00	803.00
	2444	80-00-575100	ENGR I&M		1680.00
01 TOSHIBA FINANCIAL SERVICES	55115831	10-20-70100	COPIER	1886.39	756.95
	55126400	10-90-70100	LEASE PURCHASE		785.00
	55186935	10-15-57400	COPIER LEASE		344.44
01 THE NAIL INN	11-01-04	17-11-567200	115 STEPHEN	3550.00	3550.00
01 T P I	4814	10-25-56400	PLAN REVIEWS	8407.50	5727.50
	4814	10-25-56550	INSPECTIONS		2440.00

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	4814	10-25-56600		CONSULTING		240.00
01 TERMINAL SUPPLY CO					179.55	
18034-00		10-17-61100		PARTS		95.96
19380-00		10-17-61100		PARTS		83.59
01 TREASURER, STATE OF ILLINOIS					35814.75	
104219		17-11-561200		MAIN ST IMP		35814.75
01 TREASURER, STATE OF ILLINOIS					2356.26	
37280		40-00-60900		TRAFFIC SIGNALS		2356.26
01 VALVOLINE CO					888.60	
95174202		10-17-61100		OIL		888.60
01 URBAN FOREST MANAGEMENT					580.00	
101208		10-30-56600		BELLA STRADA		253.75
101209		10-30-56600		DERBY PLAZA		326.25
01 UNITED STATES POSTAL SERVICE					3400.00	
11-02-14		22-05-52300		POSTAGE		3400.00
01 VISION SERVICE PLAN (IL)					977.50	
11-01-18		10-90-53100		VSP VISION INS		977.50
01 VULCAN MATERIALS CO					527.35	
560209		40-00-60900		GRAVEL		527.35
01 WAREHOUSE DIRECT OFFICE PRODUC					98.04	
1015212-0		10-15-60900		MAINT SUPPLIES		98.04
01 WHOLESALE DIRECT INC					81.33	
000183118		10-17-61100		PARTS		81.33
01 WASTE MANAGEMENT					24.00	
4247901-2007-7		10-15-52900		SERVICE		24.00
01 WATER RESOURCES INC					1539.56	
26250		22-05-70200		WATER METERS		1539.56
01 WENTWORTH TIRE SERVICE INC					184.41	
400484		10-17-61100		TIRE		184.41
01 WHISTLE WHILE WE WORK INC					3550.00	
11-02-07		10-35-57500		V/H CLEANING		1500.00
11-02-07		10-35-57515		P/D CLEANING		1500.00
11-02-07		10-35-57505		S/V CLEANING		300.00
11-02-07		75-00-57350		METRA STATION		250.00
01 ZEE MEDICAL INC					373.18	
0100395739		10-15-61200		EYE WASH SERVICE		232.12
100395706		22-05-61200		SAFETY SUPPLIES		141.06
** TOTAL CHECKS TO BE ISSUED					375629.33	

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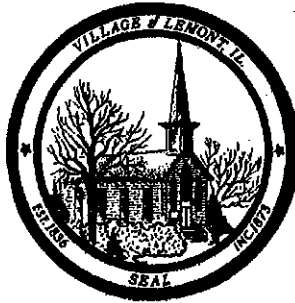
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FUND	AMOUNT
GENERAL FUND	123220.53
T.I.F.	51541.19
WATER & SEWER FUND	40958.90
WATER/SEWER CAPITAL IMPROVE FUND	82192.41
MOTOR FUEL TAX	66495.39
ROAD IMPROVEMENT FUND	1618.38
PARKING GARAGE FUND	270.62
PARKING LOT FUND	719.00
GENERAL CAPITAL IMPROVEMENTS	7312.91
POLICE PENSION FUND	1300.00
*** GRAND TOTAL ***	375629.33

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



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

WHEREAS, the Polish Club of Lemont is proud to present the 7th annual Polish Heritage Day; and

WHEREAS, on Sunday, February 20, 2011, the Polish Club of Lemont will celebrate the great traditions and contributions of the Polish Community of Lemont with an exhibition and program featuring the art, culture, language and customs of the Polish people; and

WHEREAS, for over a century, the people of the Lemont Polish Community have been vitally involved in every aspect of local government, business and commerce and have made an invaluable contribution to the heritage and history of the Village of Lemont; and

WHEREAS, it is fitting and proper that we designate February 20, 2011 as POLISH HERITAGE DAY in recognition of the many achievements of Lemont people of Polish descent.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor, on behalf of the Village Board and the entire community of Lemont hereby designate February 20, 2010 as POLISH HERITAGE DAY in the Village of Lemont and hereby encourage all citizens to participate in the events and celebrations planned to commemorate POLISH HERITAGE DAY.

Dated at Lemont this 14th day of February, 2011.

BRIAN K. REAVES, Mayor

CHARLENE SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #08-11
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 10-12 – SW Corner of McCarthy & Bell – Preferred Palos, LLC

DATE: February 09, 2011

SUMMARY

Matthew Klein, agent acting on behalf of Preferred Palos, LLC, owner of the subject property, requested annexation to the Village, rezoning to the B-3, Arterial Commercial zoning district, and a special use for two drive-throughs. On October 25, 2010, the Village Board approved an annexation agreement, annexation, rezoning, and special use for the subject property. After approval it was discovered that the legal description of the subject property contained substantial errors and needed to be corrected. Since the legal description was attached to the approved ordinances, all the ordinances needed to be re-adopted. The legal description has been corrected, and the attached ordinances re-adopt the annexation agreement, annexation, rezoning, and special use for the subject property.

Note: Preferred Palos, LLC is no longer the owner of record for the subject property; its wholly owned subsidiary Lemont Retail LLC is the owner of record reflected on the attached annexation documents.

BOARD ACTION

Conduct a public hearing on the annexation agreement. Vote on the attached ordinances.

ATTACHMENTS

1. An Ordinance Readopting an Ordinance Authorizing the Execution of an Annexation Agreement for an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.

2. An Ordinance Readopting an Ordinance Annexing to the Village of Lemont an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.
3. An Ordinance Readopting an Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to B-3 Arterial Commercial District at the Southwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.
4. An Ordinance Readopting an Ordinance Granting a Special Use for Two Drive-Throughs at the Southwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(Preferred Development)

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

THIS 14th DAY OF FEBRUARY, 2011

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th
day of February, 2011.**

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(Preferred Development)

WHEREAS, Lemont Retail, LLC (hereinafter referred to as the "Petitioner") is the owner of property covering approximately 8.7 acres located at the southwest corner of the intersection of McCarthy Road and Bell Road (PIN# 22-26-401-032-000) hereinafter referred to as "the subject property"; and

WHEREAS, the Petitioner is ready, willing, and able to enter into said agreement and perform the obligations as required therein; and

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; and

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

WHEREAS, the President and Board of Trustees adopted ordinance O-73-10, authorizing the execution of the requested annexation agreement on October 25th, 2010; and

WHEREAS, ordinance O-73-10 contains an inaccurate legal description of the subject property.

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

Section 1. That ordinance O-73-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

Section 2. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "Preferred Development Annexation Agreement," a copy of which is attached hereto and made a part hereof.

Section 3. 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, DUPAGE AND WILL, ILLINOIS, ON THIS 14th DAY OF FEBRUARY, 2011.

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PREFERRED DEVELOPMENT ANNEXATION AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>
I	Definitions
II	Annexation
III	Zoning and Land Use Restrictions <ul style="list-style-type: none">▪ Zoning and Development Plans▪ Zoning Guarantee▪ Other Standards
IV	Required Improvements <ul style="list-style-type: none">▪ Water Supply▪ Sanitary and Storm Sewers▪ Detention Areas▪ Other Improvements▪ Utility Extensions
V	Dedication and Construction of Streets <ul style="list-style-type: none">▪ Dedication and Acceptance of Streets▪ Debris
VI	Construction of Other Improvements
VII	Maintenance of Public Improvements & Common Areas <ul style="list-style-type: none">▪ Owners Guarantee▪ Maintenance Bond
VIII	Damage to Public Improvements
IX	Easements and Utilities
X	Approval of Plans
XI	Binding Effect and Term and Covenants Running with the Land
XII	Notices
XIII	Security Interests
XIV	Warranties and Representations
XV	Continuity of Obligations

XXVI	No Waiver or Relinquishment of Right to Enforce Agreement
XXVII	Village Approval or Direction
XXVIII	Singular and Plural
XIX	Section Headings and Subheadings
XX	Recording
XXI	Authorization to Execute
XXII	Amendment
XXIII	Counterparts
XXIV	Curing Default
XXV	Conflicts between the Text and Exhibits
XXVI	Severability
XXVII	Reimbursement to Village for Legal and Other Fees / Expenses <ul style="list-style-type: none"> ▪ To Effective Date of Agreement ▪ From and After Effective Date of Agreement
XXVIII	Execution of Agreement

EXHIBIT

TITLE

A	Legal Description
B	Plat of Annexation, prepared by Area Survey Company, P.C. and dated _____
C	Bell Road Sanitary Sewer and Water Main Extension Plans

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, is made and entered into this 14th day of February, 2011, 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 "the VILLAGE") and Lemont Retail, LLC (hereinafter referred to as "OWNER/DEVELOPER"). The Village and OWNER/DEVELOPER are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties"; and,

WHEREAS, OWNER/DEVELOPER is the owner of record of the real estate (hereinafter referred to as the "TERRITORY "), the legal description of which is attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the OWNER/DEVELOPER filed a Petition for Annexation of the TERRITORY to the VILLAGE (hereinafter, the "Petition") that requested annexation of the TERRITORY subject to execution of an annexation agreement acceptable to the OWNER/DEVELOPER and the VILLAGE; and,

WHEREAS, the TERRITORY has not been annexed to any municipality; and,

WHEREAS, the TERRITORY constitutes an area that is contiguous to and may be annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et. seq.; and,

WHEREAS, the OWNER/DEVELOPER and VILLAGE agree that they will be bound by the terms of this Annexation Agreement; and,

WHEREAS, the VILLAGE would extend its zoning, building, health and other municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE from possible undesirable or inharmonious use and development of unincorporated areas surrounding the VILLAGE; and,

WHEREAS, the new boundaries of the VILLAGE, resulting from this Annexation shall extend to the far side of every highway and shall include all of every highway not already annexed; and,

WHEREAS, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the TERRITORY and various other matters; and,

WHEREAS, pursuant to the provisions of the Statute, the corporate authority of the VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has given notice of said hearing; and,

WHEREAS, the corporate authority of the VILLAGE has considered the Annexation of the TERRITORY described in the Petition and has determined that the best interest of the VILLAGE will be met if the TERRITORY is annexed to the VILLAGE and developed in accordance with the provisions of the Agreement.

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

I

DEFINITIONS

BUILDING CODE The code or 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.

PLAT OF ANNEXATION A plat that depicts the property to be annexed.

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 public site or right-of-way necessary to provide transportation, drainage, public or private utilities, energy, or other essential services, or parking and landscaping as specified on the final approved engineering plans for the TERRITORY.

II

ANNEXATION

Subject to the provisions of Chapter 65, Article 5 Section 7 of the Illinois Municipal Code, the parties hereto respectively agree to do all things necessary or appropriate to cause the TERRITORY to be validly annexed to the VILLAGE as promptly as possible after execution of this agreement.

The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "B". Said Plat extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already annexed and includes all of every highway within the TERRITORY so annexed. Upon adoption of an ordinance annexing the TERRITORY to the VILLAGE, the Village Clerk shall cause a copy of said ordinance and said Plat to be duly recorded with the Cook County Recorder, and duly filed with the Cook County Clerk. The Village Clerk shall also send notice of annexation of the TERRITORY to the Cook County Elections Department and the U.S. Post Office branch serving the TERRITORY by certified or registered mail.

III

ZONING AND LAND USE RESTRICTIONS

Zoning & Development Plans. Upon the Annexation of the TERRITORY to the VILLAGE, the parcel(s) shown on the Plat of Annexation attached as Exhibit "B" shall be classified under the existing zoning ordinance, as amended, as B-3 Arterial Commercial District. Prior to the date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to grant said zoning classification as to the TERRITORY have been conducted upon proper notice, and no further action need be taken by the OWNER/DEVELOPER to cause the TERRITORY to be rezoned as B-3 once the TERRITORY is annexed to the VILLAGE.

Upon the Annexation of the TERRITORY to the VILLAGE, the VILLAGE shall adopt an ordinance granting a special use for two drive-throughs on the TERRITORY. Prior to the date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to grant said special use have been conducted upon proper notice, and no further action need be taken by the OWNER/DEVELOPER to cause the TERRITORY to be granted said special use.

At such time as the TERRITORY is developed, any commercial development shall be subject to the transition yard requirements of the Lemont Unified Development Ordinance.

Zoning Guarantee. The VILLAGE agrees that it will not seek to change the zoning of the TERRITORY without the OWNER/DEVELOPER's consent for a period of ten (10) years.

Other Standards. The Village agrees that the above standards shall govern with respect to the development of the TERRITORY in any case in which the standards of the Unified Development Ordinance now or hereafter shall conflict with the standards listed above. The Village agrees that the above standards shall govern with respect to development of the TERRITORY in any case in which there no applicable standards are provided in the Unified Development Ordinance. In any case in which the Unified Development Ordinance contains applicable standards that do not conflict with the above standards, the standards of the Unified Development Ordinance shall govern with respect to the development of the TERRITORY.

It is understood and agreed, except as otherwise provided for herein, the Unified Development Ordinance, Building Code and all other ordinances including all fees and charges of the VILLAGE, shall not be frozen during the term of this Agreement, and such ordinances, as the same may from time to time be amended and enforced throughout the VILLAGE, shall apply to the TERRITORY. In the case of a comprehensive amendment to the VILLAGE'S Zoning Ordinance, the TERRITORY shall be designated the zoning district most comparable to the B-3 zoning district.

IV **REQUIRED IMPROVEMENTS**

Water Supply. Except as otherwise stated in this Article, the OWNER/DEVELOPER shall construct and install at their expense all necessary water mains to service the TERRITORY. All water mains shall be constructed and installed in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned water mains to the water facilities of the VILLAGE and to furnish water service on the same basis as said services are furnished to other parts of the VILLAGE.

Sanitary and Storm Sewers. Except as otherwise stated in this article, the OWNER/DEVELOPER shall construct and install at their expense all necessary sanitary and storm sewers to service the TERRITORY in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the VILLAGE and to furnish sewer service on the same basis as said services are furnished to other parts of the VILLAGE. OWNER/DEVELOPER agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provisions that this will not occur. Tap-on fees required by the Village shall not be waived. All sanitary and storm sewers on the TERRITORY shall be owned and maintained by the OWNER/DEVELOPER, with right of access by the Village for emergency management purposes.

Detention Areas. Unless otherwise approved as part of this agreement, the OWNER/DEVELOPER agrees to construct and install at their expense detention basin(s) and appurtenant structures such as drains, inlets, and outlets in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The stormwater detention basin(s) and appurtenant structures is/are to be conveyed to and owned by OWNER/DEVELOPER or OWNER'S ASSOCIATION as applicable.

Other Improvements. Unless otherwise approved as part of this agreement, the OWNER/DEVELOPER agrees to construct and install at their expense all other improvements in accordance with the requirements of the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE.

Utility Extensions. The VILLAGE shall cause the extension of water and sewer facilities to service the TERRITORY with the OWNER/DEVELOPER participating in the funding of such extensions as provided herein:

1. The VILLAGE has prepared the preliminary engineering documents entitled the Bell Road Sanitary Sewer and Water Main Extension plans (hereinafter referred to as the "S&W Plans", attached hereto and incorporated herein as Exhibit "C") which will result in the construction of sanitary sewers and water mains which will be able to serve the projected use of the TERRITORY along with other properties (hereinafter referred to as the "S&W Utilities"). On or before May 1, 2013, the VILLAGE shall commence construction of the S&W Utilities in accordance with the S&W Plans and shall thereafter diligently prosecute such work until completion. It is understood that timely commencement of such work shall be contingent upon securing all needed rights of way, including that controlled by the Cook County Forest Preserve. The OWNER/DEVELOPER shall, for \$10.00 consideration, convey to the VILLAGE right of way from the TERRITORY which is determined to be necessary for the construction of the S&W Utilities.

2. It is understood that the current estimated cost for the S&W Utilities is \$2,300,00.00, but that this amount may increase or decrease depending upon conditions at the time of contract letting. The OWNER/DEVELOPER agrees to pay the VILLAGE on or before commencement of construction of the S&W Utilities in an amount equal to 21.73913% (but not to exceed \$500,000.00) of the S&W Utilities contract price as OWNER/DEVELOPER's share of such costs. Such limitation includes any required recapture. At the option of the OWNER/DEVELOPER, such commitment may be satisfied through the establishment, on or before commencement of construction of the S&W Utilities, of one or more special service areas (SSA) over the TERRITORY providing for payment of such amount, plus interest at the then statutory rate over a period of not more than 15 years.

DEDICATION AND CONSTRUCTION OF STREETS

Dedication and Acceptance of Streets. The OWNER/DEVELOPER shall design streets within the TERRITORY in compliance with the standards of the VILLAGE Unified Development Ordinance for local streets. Any interior streets within the TERRITORY when developed shall be owned and maintained by the OWNER/DEVELOPER. Said streets shall be constructed in accordance with the final engineering plans approved by the Village.

Any street right-of-way not already dedicated at the time of annexation shall be dedicated at the time of final plat, PUD final plan/plat, or other final engineering approval. The Village shall accept the dedication of said street right-of-way and approve or accept the construction of streets and sidewalks upon the completion by the OWNER/DEVELOPER of said improvements in accordance with the Village's construction standards and Unified Development Ordinance, as modified by the Agreement. Acceptance of public streets and sidewalks by the Village shall be evidenced by a corporate resolution. All private streets and walkways shall be approved by the Village Engineer and shall remain the property of the OWNER/DEVELOPER.

It is understood that in constructing the streets and sidewalks the OWNER/DEVELOPER shall post a letter of credit after which the OWNER/DEVELOPER may proceed to construct said streets. The final wearing surface shall not be installed until a period of nine (9) months after installation of the base or until construction traffic has generally ceased on any street, whichever is later. Upon installation of the base, the letter of credit may be reduced to an amount sufficient to cover the work yet to be performed (with applicable multiplier), plus the amount of the maintenance bond. Upon completion of all public improvements, and after acceptance by the Village Board, the letter of credit shall be released; however, the OWNER/DEVELOPER shall be responsible for correcting deficiencies in material and equipment for a period of two (2) years after acceptance to secure that obligation. The OWNER/DEVELOPER shall post for a period of two (2) years thereafter, a maintenance bond or other security to cover possible repairs to said streets. After completion of the construction and acceptance of any street, and if construction traffic of the OWNER/DEVELOPER continues to utilize that street, the OWNER/DEVELOPER shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by the OWNER/DEVELOPER's construction traffic. Except as otherwise provided herein, after dedication of any street right-of-way, the VILLAGE shall enforce traffic and other regulations as to the street right-of-way. Except as otherwise provided herein, after acceptance of the construction of any public street within the TERRITORY, the VILLAGE shall provide for street cleaning, snow removal, refuse collection, and other maintenance thereon. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the VILLAGE.

Debris. The OWNER/DEVELOPER shall be required to keep all streets within and adjoining the TERRITORY free from mud and debris generated by any new construction activity on the TERRITORY.

VI

CONSTRUCTION OF OTHER IMPROVEMENTS

The construction and installation of the public improvements to be done by OWNER/DEVELOPER may be commenced at any time after the OWNER/DEVELOPER received a site development permit from the VILLAGE and has delivered to the VILLAGE an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the VILLAGE in the amount of 115% of the OWNER/DEVELOPER Engineer's estimate of the cost of construction and installation of all such public improvements as approved by the VILLAGE Engineer, including all required lighting, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities, . At no time shall the Letter of Credit funds be utilized by the OWNER/DEVELOPER for the future payment of contractors, materials, salaries and wages, and the like. The VILLAGE makes no guarantees regarding the timely reduction of said Letter of Credit and therefore should not be used for time-sensitive payment purposes; however, the VILLAGE agrees to release or reduce such Letter of Credit within a reasonable time period following OWNER/DEVELOPER's request. At the OWNER/DEVELOPER's request the VILLAGE shall specify any basis for delay in such release or reduction. The VILLAGE Engineer may, in his/her discretion, recommend the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed, upon approval of the VILLAGE Board.

After the execution of this agreement and prior to final plan approval for any phase of development, the OWNER/DEVELOPER, at its option and sole risk, may commence extension of utilities and mass grading. Prior to any grading of the Property, the OWNER/DEVELOPER shall submit for VILLAGE approval, a mass grading plan and soil erosion and sediment control plan that adhere to the provisions of Article IV (Site Development) of the Unified Development Ordinance. OWNER/DEVELOPER waives any and all claims it may have to assert a "vested rights" claim or lawsuits against the VILLAGE as a result of expenditures made in the performance of grading or other improvements to the Property allowed hereunder prior to final engineering approval in the event final engineering requires revision to work already performed. Any such work and expenditures are done at the risk of the OWNER/DEVELOPER knowing that final plan approval may be delayed or change final grading and utility plans. In conjunction with the VILLAGE'S approval of any mass grading, OWNER/DEVELOPER shall file with the VILLAGE a letter of credit to secure seeding and restoration of the site in accordance with the mass grading plan.

The OWNER/DEVELOPER, at the OWNER/DEVELOPER's own cost, agrees to provide the VILLAGE "as built", engineering plans and specifications upon substantial completion of the public improvements or at the request of the VILLAGE Engineer but in no event later than the time required by the Unified Development Ordinance as amended.

Any public improvements contemplated herein shall, upon acceptance thereof by the VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities

now in existence or hereinafter constructed and VILLAGE thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the VILLAGE Engineer or VILLAGE Engineer Consultant has issued his Certificate of Inspection affirming the improvements have been constructed in accordance with approved Engineering Plans and Specifications. OWNER/DEVELOPER agrees to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

The OWNER/DEVELOPER agrees not to let debris or excessive construction waste accumulate on the TERRITORY.

VII

MAINTENANCE OF PUBLIC IMPROVEMENTS & COMMON AREAS

Owners Guarantee. The OWNER/DEVELOPER hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the improvements that occur or become evident within two years after approval and any approval or acceptance of the improvements by the VILLAGE pursuant to this agreement. If any defect or deficiency occurs or becomes evident during the two year period, then the OWNER/DEVELOPER shall, after ten days' prior written notice from the VILLAGE (subject to Force Majeure), correct it or cause it to be corrected. In the event any improvement is repaired or replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this Section VII shall be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

If any public improvements or common areas within the TERRITORY are to be privately owned and maintained, then the OWNER/DEVELOPER shall, at its sole cost and expense, maintain the improvements and areas within the TERRITORY without any modification, except as specifically approved by the VILLAGE, in a first-rate condition at all times unless an owners' association is established and assumes responsibility for improvements or areas. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the OWNER/DEVELOPER is not adequately maintaining, or has not adequately maintained, any improvement or area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the OWNER/DEVELOPER, to enter on any or all of the TERRITORY for the purpose of performing maintenance work on any affected improvement or area. In the event that The VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall have the right to draw from the performance securities deposited pursuant to this Section of the agreement, or the right to demand immediate payment directly from the OWNER/DEVELOPER based on costs actually incurred or on the VILLAGE'S reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including without limitation legal fees and administrative expenses. The OWNER/DEVELOPER shall, after demand the VILLAGE, pay the required amount to the VILLAGE.

If an owners' association is established and assumes responsibility for any public improvements and/or common areas within the TERRITORY, the owners' association shall, at its sole cost and expense, maintain the improvements and areas without any modification, except as specifically approved by the VILLAGE, in a first-rate condition at all times. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the owners' association is not adequately maintaining, or has not adequately maintained, any improvement or area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the owners' association, to enter on any or all of the TERRITORY for the purpose of performing maintenance work on any affected improvement or area. In the event that the VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall have the right (i) to assess the membership of the owners' association for that work, (ii) to file a lien against the property of the owners' association or the property of any member failing to pay the assessment, and (iii) to enforce the lien in the manner provided by law for mortgage foreclosure proceedings.

Maintenance Bond. At the time or times of approval or acceptance by the VILLAGE of the installation of any part, component, or all of any public improvement in accordance with this Section, or any other section of the Agreement, the OWNER/DEVELOPER shall deposit with the VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the installation of the public improvement accepted by VILLAGE. This bond shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months after completion and acceptance of all improvements. In the event of a defect in material and/or workmanship within said period, then said security shall not be returned until correction of said defect and acceptance by the VILLAGE of said corrections.

VIII

DAMAGE TO PUBLIC IMPROVEMENTS

The OWNER/DEVELOPER shall replace and repair any damage to public improvements installed within, under or upon the subject realty resulting from construction activities by OWNER/DEVELOPER, their successors or assigns and their employees, agents, contractors or subcontractors during the term of this Agreement. The OWNER/DEVELOPER shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

IX

EASEMENTS AND UTILITIES

The OWNER/DEVELOPER agrees to grant to the VILLAGE, and/or obtain grants to the VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, subject to the provisions of the Unified

Development Ordinance which may serve not only the TERRITORY, but other TERRITORY in the general area, if requested by the VILLAGE in the future.

All such easements to be granted shall name the VILLAGE and/or other appropriate entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the OWNER/DEVELOPER to obtain all easements, both on site and off site, necessary to serve the TERRITORY.

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

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the OWNER/DEVELOPER's option, upon approval of the respective utility company.

X

APPROVAL OF PLANS

The VILLAGE agrees to expeditiously take action to approve or disapprove all plats, plans, and engineering submitted to VILLAGE by the OWNER/DEVELOPER. If the VILLAGE shall determine that any such submission is not in substantial accordance with this Agreement and applicable ordinances, the VILLAGE shall promptly notify the OWNER/DEVELOPER in writing of the specific objection to any such submission so that the OWNER/DEVELOPER can make any required corrections or revisions.

XI

BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND

This Agreement shall be binding upon and insure to the benefit of the parties hereto, successor OWNERS of record of the TERRITORY, assignees, lessees, and upon any successor municipal authorities of said VILLAGE and successor municipalities, for a period of 20 years from the date of execution hereof.

The terms and conditions of this Agreement relative to the payment of monies to the various VILLAGE recapture funds, contributions to the VILLAGE construction and/or dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-

of-way to the VILLAGE and the development standards established herein shall constitute covenants which shall run with the land.

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

XII

NOTICES

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

For the VILLAGE:

Village President
418 Main Street
Lemont, IL 60439

and

Village Clerk
418 Main Street
Lemont, IL 60439

and

Village Administrator
418 Main Street
Lemont, IL 60439

For OWNER/DEVELOPER:

Lemont Retail, LLC
141 W. Jackson, 35th floor
Chicago, IL 60604

cc: Matthew Klein
322 W Burlington
La Grange, IL 60526

Or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

XIII

SECURITY INTERESTS

The OWNER/DEVELOPER shall provide the VILLAGE with written approval(s) satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest, affecting title to the TERRITORY or any part thereof so that this agreement shall be superior to any such mortgage, lien, or other security interest and the OWNER/DEVELOPER shall provide same to the VILLAGE prior to execution and recording of this agreement; and

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

XIV

WARRANTIES AND REPRESENTATIONS

The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:

That Lemont Retail, LLC identified on page 1 hereof is the OWNER/DEVELOPER as legal title holder; and

That the OWNER/DEVELOPER proposes to develop the TERRITORY in the manner contemplated under this Agreement; and

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

That the OWNER/DEVELOPER 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.

XV

CONTINUITY OF OBLIGATIONS

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/DEVELOPER, the OWNER/DEVELOPER shall at all times during the term of this Agreement remain liable to VILLAGE for the faithful performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until

VILLAGE, at its sole option, has otherwise released OWNER/DEVELOPER and from any or all of such obligations.

XVI

NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

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.

XVII

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.

XVIII

SINGULAR AND PLURAL

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

XIX

SECTION HEADINGS AND 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.

XX

RECORDING

A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER/DEVELOPER within 30 days after the execution hereof.

XXI

AUTHORIZATION TO EXECUTE

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

XXII

AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

XXIII

COUNTERPARTS

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

XXIV

CURING DEFAULT

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

XXV

CONFLICT BETWEEN THE TEXT AND EXHIBITS

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

XXVI

SEVERABILITY

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

XXVII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

To Effective Date of Agreement. The OWNER/DEVELOPER, concurrently with annexation and zoning of the TERRITORY or so much thereof as required, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:

all attorney's fees incurred by the VILLAGE; and

Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expenses; and

From and After Effective Date of Agreement. Except as provided in the paragraph immediately following this paragraph, upon demand by VILLAGE made by and through its President, the OWNER/DEVELOPER from time to time shall promptly reimburse VILLAGE, for all enumerated reasonable expenses and costs incurred by VILLAGE in the administration of the Agreement, including and limited to engineering fees, cost of any easements, attorney's fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by the VILLAGE in the administration of the Agreement shall be evidence to the OWNER/DEVELOPER upon its request, by a sworn statement of the VILLAGE; and such costs and expenses may be further confirmed by the OWNER/DEVELOPER at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the OWNER/DEVELOPER.

Notwithstanding the immediately preceding paragraph, OWNER/DEVELOPER shall in no event be required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the OWNER/DEVELOPER and/or the VILLAGE, which relate to the validity or any terms of this Agreement, then, in that event, the OWNER/DEVELOPER, upon written notice from VILLAGE, shall assume, fully and vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating thereto, provided, however:

The OWNER/DEVELOPER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE, which approval shall not be unreasonable withheld; and

If the Village, in its sole discretion, determines there is or may probably be, a conflict of interest between the VILLAGE and the OWNER/DEVELOPER, on an issue of importance to the VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event the VILLAGE exercises such option, then the OWNER/DEVELOPER shall reimburse the VILLAGE from time to time on written demand from the President of the VILLAGE and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in connection therewith. The obligation of the OWNER/DEVELOPER to reimburse the VILLAGE under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of the VILLAGE and not the OWNER/DEVELOPER.

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

XXVIII

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/DEVELOPER:
Lemont Retail, LLC

By: _____
(name)

(title)

NOTARY CERTIFICATES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State 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 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

Exhibit A

Legal Description

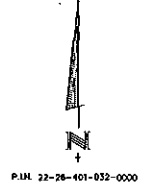
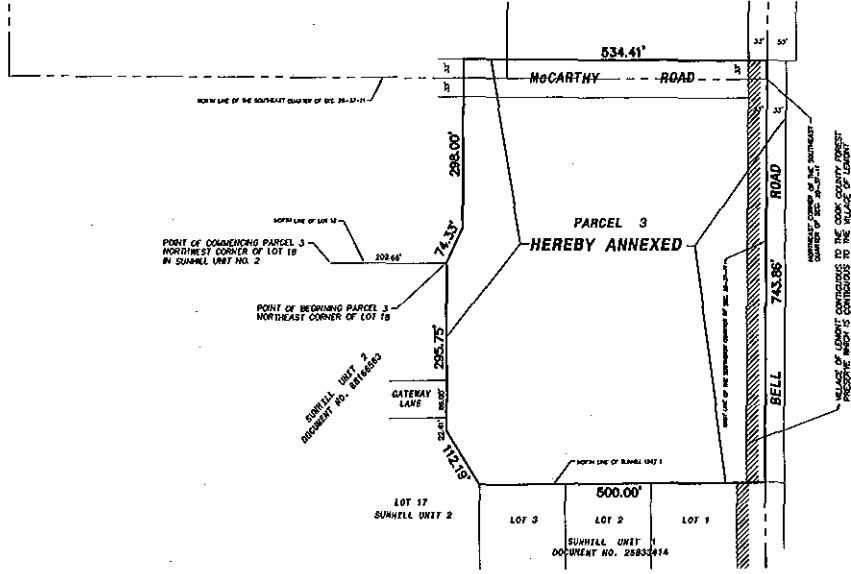
A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.0 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SUNHILL UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHEAST QUARTER OF SECTION 26, RECORDED APRIL 21, 1988, AS DOCUMENT NUMBER 88188563, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 202.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING. THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 47°43'35" TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 74.33 FEET; THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 265 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 531.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 710.86 FEET TO THE NORTH LINE OF SUNHILL UNIT 1 SUBDIVISION (EXTENDED EASTERLY), BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 26, RECORDED APRIL 9, 1981, AS DOCUMENT NUMBER 25833414; THENCE WEST ALONG THE NORTH LINE OF SAID SUNHILL UNIT 1 SUBDIVISION (AS EXTENDED) A DISTANCE OF 500 FEET TO AN EASTERLY CORNER OF LOT 17 IN THE AFOREMENTIONED SUNHILL UNIT 2 SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 17 A DISTANCE OF 112.18 FEET TO AN EASTERLY CORNER OF SAID LOT 17; THENCE NORTH ALONG THE EAST LINE OF SAID SUNHILL UNIT 2 SUBDIVISION A DISTANCE OF 295.75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.00 FEET THEREOF) TO THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDARY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SUNHILL UNIT 2 SURVEYOR, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST QUARTER OF SECTION 26, RECORDED APRIL 17, 1998, AS DOCUMENT NUMBER 2885414, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 204.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING, THENCE NORTH-WESTERLY ALONG A LINE FORMING AN ANGLE OF 47.42° TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE EAST DESCRIBED COURSE, A DISTANCE OF 743.85 FEET, THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 243 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 500 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 710.88 FEET TO THE NORTH LINE OF SUNHILL UNIT 1 SURVEYOR, EXTENDING EASTWARD, BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SAID SECTION 26, RECORDED APRIL 9, 1998, AS DOCUMENT NUMBER 2885414, THENCE WEST ALONG THE NORTH LINE OF SAID SUNHILL UNIT 1 SURVEYOR (AS EXTENDED) A DISTANCE OF 500 FEET TO AN EASTERLY CORNER OF LOT 17 IN THE ATCHINCHEFFER SUBDIVISION, BEING A SUBDIVISION OF SAID SOUTHWEST 1/4, THENCE WEST ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 250 FEET TO AN EASTERLY CORNER OF SAID LOT 17, THENCE NORTH ALONG THE EAST LINE OF SAID SUNHILL UNIT 2 SURVEYOR A DISTANCE OF 250 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FOR ILLINOIS STATUTE 65 ILCS 5/7-1, THE NEW BOUNDARY SHALL EXTEND TO THE FULL SIZE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE RETURN FOR ANNEXATION.



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

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID BOOK DESCRIBED PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. _____
BY: _____
BY: _____
BY: _____
BY: _____
ATTEST: _____

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ 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 ACKNOWLEDGED THAT THEY SIGNED AND CAUSED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____
BY: _____
NOTARY PUBLIC

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

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

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

THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____

VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

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

I, _____, COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID COUNTY TAXES, NO UNPAID FORECLOSED TAXES AND NO REVENUE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D. 20____
BY: _____ COUNTY CLERK

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

THIS INSTRUMENT _____ WAS FILED FOR RECORDING IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

COOK COUNTY RECORDER OF DEEDS

PROPERTY ADDRESS
The Southwest Corner and also the Northeast
Corner of McCarthy Road & Bell Road
Lemont, Illinois

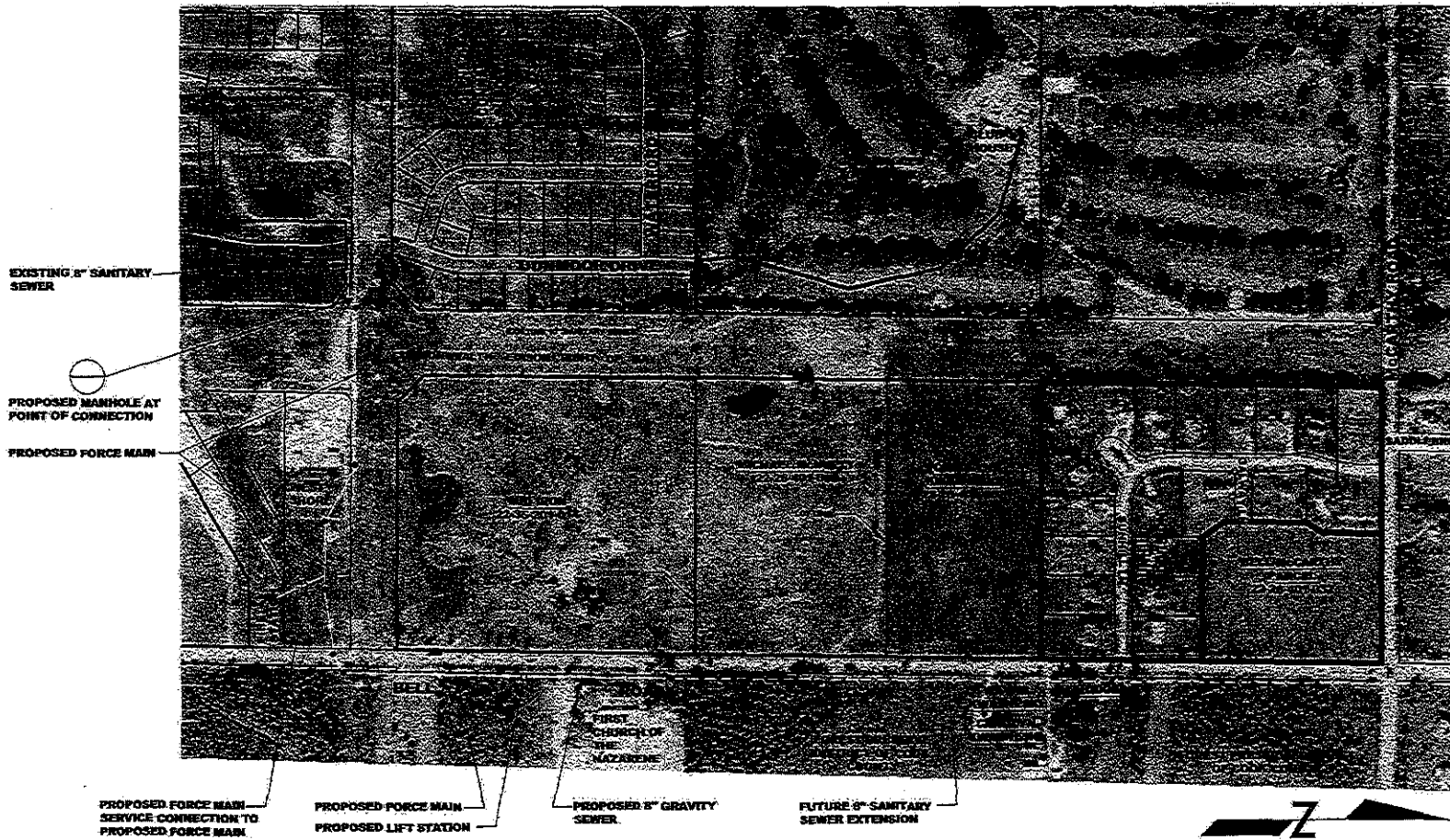
Scale: 1" = 100' Order Number: 5453
Ordered By: NOVOTNY & ASSOCIATES

State of Illinois)
County of Cook) S.S.
I, THOMAS J. GESS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF LEMONT.



PREPARED BY: Prepared By Area Survey Company, P.C.
Signed on this 26th day of JANUARY, 2011

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2005
License Expiration Date: November 30, 2012
State Professional Design: Firm No. 104-002818



Frank Novotny & Associates, Inc.
 Civil Engineer
 Municipal Consultant
 825 Midway Drive • Willowbrook, IL • 60127 • Telephone: (630) 837-8660 • Fax: (630) 837-0132
 Illinois Professional Design Firm No. 184-00023

PROJECT: **VILLAGE OF LEMONT, ILLINOIS**
BELL ROAD SANITARY SEWER & WATER MAIN EXTENSION

REVISIONS			
NO.	BY	DATE	DESCRIPTION
1	AE	8-20-07	REVISED SHT. SEWER LOCATION

SCHEMATIC UTILITY PLAN

PROJECT NO. 07428	SCALE 1"=200'
DRAWN/DRAWN BY JEP/J.S.C	DATE DEC., 2007
CHECKED/APPROVED J.C.	FIELD BOOK NO. FILE

SHEET
1
OF
1
SHEETS

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE READOPTING AN ORDINANCE ANNEXING TO THE
VILLAGE OF LEMONT AN APPROXIMATELY 8.7 ACRE PARCEL AT THE
SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL
ROAD IN LEMONT, IL**

(Preferred Development)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF FEBRUARY, 2011.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
February, 2011.**

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(Preferred Development)

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

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

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

WHEREAS, the President and Board of Trustees adopted ordinance O-74-10, annexing the subject property to the Village of Lemont on October 25th, 2010; and

WHEREAS, ordinance O-74-10 did not contain an accurate legal description of the subject property.

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

SECTION 1: That ordinance O-74-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

SECTION 2: That the subject property (PIN 22-26-401-032-000), being accurately described and depicted on the map attached hereto as Exhibit "A" is hereby annexed to the Village of Lemont, county of Cook, DuPage, and Will, Illinois.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

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

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

6

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS, ON THIS 14TH DAY OF FEBRUARY, 2011.

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

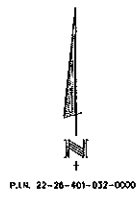
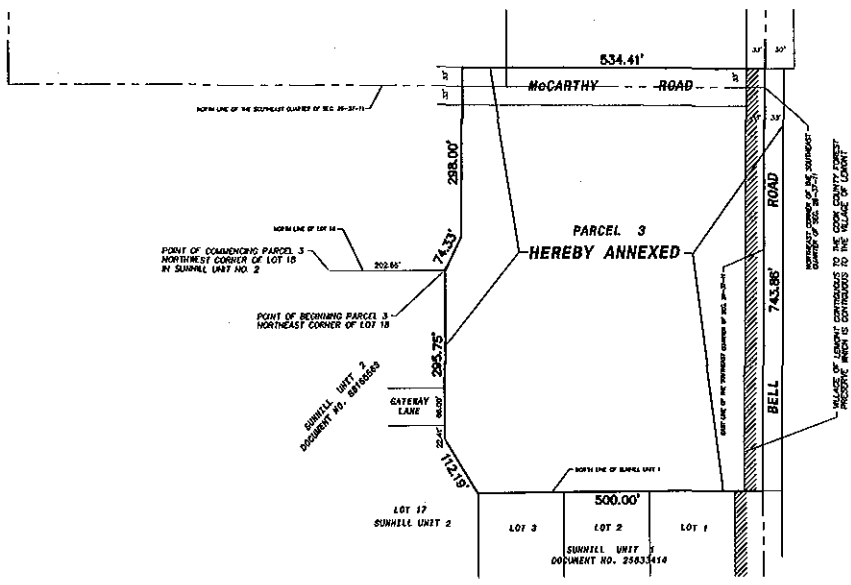
CHARLENE M. SMOLLEN, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.00 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SURVEIL UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST QUARTER OF SECTION 26, RECORDED APRIL 27, 1988, AS DOCUMENT NUMBER 289888, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18 BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2028.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF APPROXIMATELY 10 DEGREES TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 7433.98 FEET, THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 385 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1244.18 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 7433.98 FEET TO THE POINT OF BEGINNING, BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF SAID SECTION 26, RECORDED APRIL 9, 1991, AS DOCUMENT NUMBER 289888, THENCE WEST ALONG THE NORTH LINE OF SAID SURVEIL UNIT 2 SUBDIVISION (AS EXTENDED) A DISTANCE OF 500 FEET TO AN EASTERLY CORNER OF LOT 17 IN THE AFORESAID SURVEIL UNIT 2 SUBDIVISION, THENCE SOUTHEASTERLY ALONG THE NORTHWEST LINE OF SAID LOT 17 A DISTANCE OF 112.19 FEET TO AN EASTERLY CORNER OF SAID LOT 17, THENCE NORTH ALONG THE EAST LINE OF SAID SURVEIL UNIT 2 SUBDIVISION A DISTANCE OF 285.75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FOR LEMONT STATUTE AS ACS 5/1-1.1, THE NEW BOUNDARY SHALL EXTEND TO THE EAST END OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



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

WE, THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____, A.D., 20____
BY: _____
BY: _____
BY: _____
BY: _____
ATTEST: _____

STATE OF ILLINOIS) S.S.
COUNTY OF _____)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ RESPECTIVELY ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARING 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 SEAL THIS _____ DAY OF _____, A.D., 20____
BY: _____
NOTARY PUBLIC

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

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D., 20____
VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

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

THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS DEFINED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____, 20____
VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
I HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID COURT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D., 20____
BY: _____ COUNTY CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
THIS INSTRUMENT _____ WAS FILED FOR RECORDING IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20____ AT _____ O'CLOCK _____, AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____
COOK COUNTY RECORDER OF DEEDS

State of Illinois) S.S.
County of Cook)
I, THOMAS J. DESAI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF LEMONT.
FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS OUR AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

Prepared By Area Survey Company, P.C.
Signed on this _____ 26TH _____ day of _____ JANUARY, 2011



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2906
EXPIRES 05/2012
Illinois Professional Design Firm No. 181-002810

PROPERTY ADDRESS:
The Southwest Corner and also the Northwest Corner of McCarthy Road & Bell Road Lemont, Illinois
Scale: 1" = 100'
Order Number: 8453
Ordered By: NOWOTNY & ASSOCIATES

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(Preferred Development)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF FEBRUARY, 2011**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 14th day of February, 2011.**

ORDINANCE NO. _____

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

(Preferred Development)

WHEREAS, Lemont Retail LLC, hereinafter referred to as the "Petitioner," is the owner of property covering approximately 8.7 acres located at the southwest corner of the intersection of McCarthy Road and Bell Road (PIN# 22-26-401-032-000) hereinafter referred to as "the subject property," and legally described and depicted in Exhibit "A"; and

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

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on September 15, 2010 for the rezoning request; and

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

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

WHEREAS, the President and Board of Trustees adopted ordinance O-75-10, approving the requested zoning map amendment on October 25th, 2010; and

WHERAS, ordinance O-75-10 contains an inaccurate legal description of the subject property.

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: Rescinding of O-75-10. That ordinance O-75-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

SECTION 2: Zoning Map Amendment Approval. That the subject property described above is hereby rezoned from its current R-1 Single Family Detached Residential zoning district to

the B-3 Arterial Commercial zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 14th day of February, 2011.

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

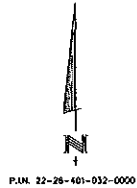
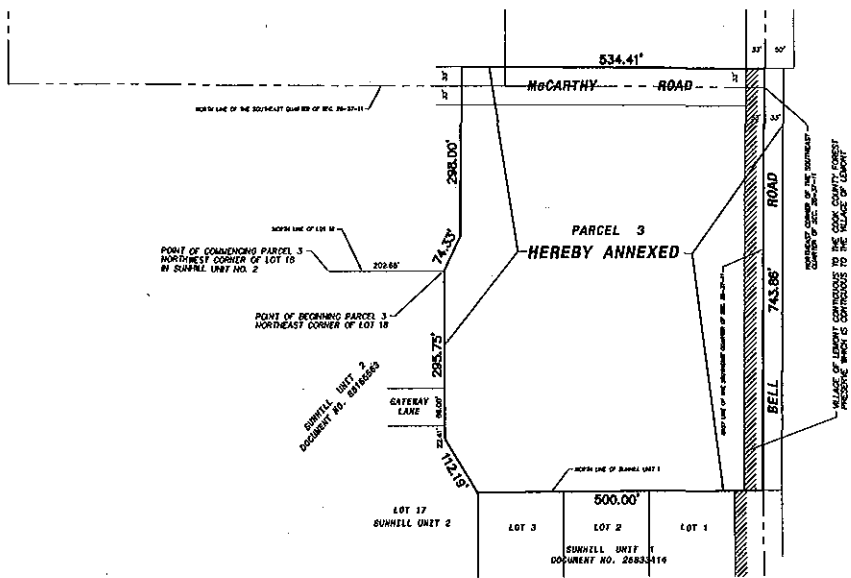
CHARLENE M. SMOLLEN, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2500 FEET THEREOF) TO THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDARY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SUNDILL UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST QUARTER OF SECTION 26, RECORDED APRIL 21, 1986, AS DOCUMENT NUMBER 0815545, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 203.85 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 47°42'30" TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 743.53 FEET, THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 743.53 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 304.81 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTHWEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1910.00 FEET TO THE NORTH LINE OF SUNDILL UNIT 1 SUBDIVISION (EXTENDED EASTWARD), BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SAID SECTION 26, RECORDED APRIL 8, 1986, AS DOCUMENT NUMBER 0815545, THENCE WEST ALONG THE NORTH LINE OF SAID SUNDILL UNIT 1 SUBDIVISION (AS EXTENDED) A DISTANCE OF 500 FEET TO AN EASTERLY CORNER OF LOT 18 IN THE AFORESAID SUNDILL UNIT 1 SUBDIVISION, THENCE NORTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 18 A DISTANCE OF 174.19 FEET TO AN EASTERLY CORNER OF SAID LOT 17, THENCE NORTH ALONG THE EAST LINE OF SAID SUNDILL UNIT 2 SUBDIVISION A DISTANCE OF 295.75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PER ILLINOIS STATUTE 65 ILCS 5/7-1-1, THE NE BOUNDARY SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
I, _____ DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE PLATED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.
DATED THIS _____ DAY OF _____, A.D., 20____
BY: _____
BY: _____
BY: _____
ATTEST: _____
STATE OF ILLINOIS) S.S.
COUNTY OF _____)
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ RESPECTIVELY THE _____ OF _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEAR 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 SEAL THIS _____ DAY OF _____, A.D., 20____
BY: _____ NOTARY PUBLIC

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D., 20____
VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____, 20____
VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
I, _____ COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORECLOSED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D., 20____
BY: _____ COUNTY CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
THIS INSTRUMENT RECORDED'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20____ AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____
COOK COUNTY RECORDER OF DEEDS

PROPERTY ADDRESS:
The Southeast Corner and also the Northeast
Corner of McCarthy Road & Bell Road
Lemont, Illinois

Scale: 1" = 100' Order Number: 6453
Ordered By: NOVOTNY & ASSOCIATES

State of Illinois) S.S.
County of Will) S.S.
I, _____ A PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF LEMONT.
FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO BE AS OUR CLIENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.



Prepared By Area Survey Company, P.C.
Signed on the 26TH day of JANUARY, 2011

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 20128
(License Expiration Date November 30, 2012)
Circle Professional Design Firm No. 164-C02818

Exhibit B

Findings of Fact

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

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE READOPTING AN ORDINANCE GRANTING A SPECIAL USE FOR
TWO DRIVE-THROUGHS AT THE SOUTHWEST CORNER OF THE INTERSECTION
OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL**

(Preferred Development)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF FEBRUARY, 2011**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 14th day of February, 2011.**

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE GRANTING A SPECIAL USE FOR TWO DRIVE-THROUGHS AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(Preferred Development)

WHEREAS, Lemont Retail, LLC, hereinafter referred to as the "Petitioner," is the owner of property covering approximately 8.7 acres located at the southwest corner of the intersection of McCarthy Road and Bell Road (PIN# 22-26-401-032-000) hereinafter referred to as "the subject property," and legally described and depicted in Exhibit "A"; and

WHEREAS, the Petitioner is seeking a special use to allow two drive-throughs on the subject property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on September 15, 2010 for approval of the special use; and

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

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

WHEREAS, the President and Board of Trustees adopted ordinance O-76-10, approving the requested special use on October 25th, 2010; and

WHEREAS, ordinance O-76-10 contains an inaccurate legal description of the subject property.

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: Rescinding of O-76-10. That ordinance O-76-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

SECTION 1: Special Use Approval. A special use is granted to allow two drive-throughs on the subject property.

SECTION 2: Condition of Approval. The special use approval is contingent upon compliance with all other applicable requirements for drive-throughs contained within the Lemont Unified Development Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 14th day of February, 2011.

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

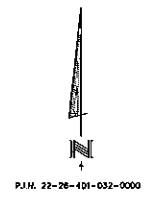
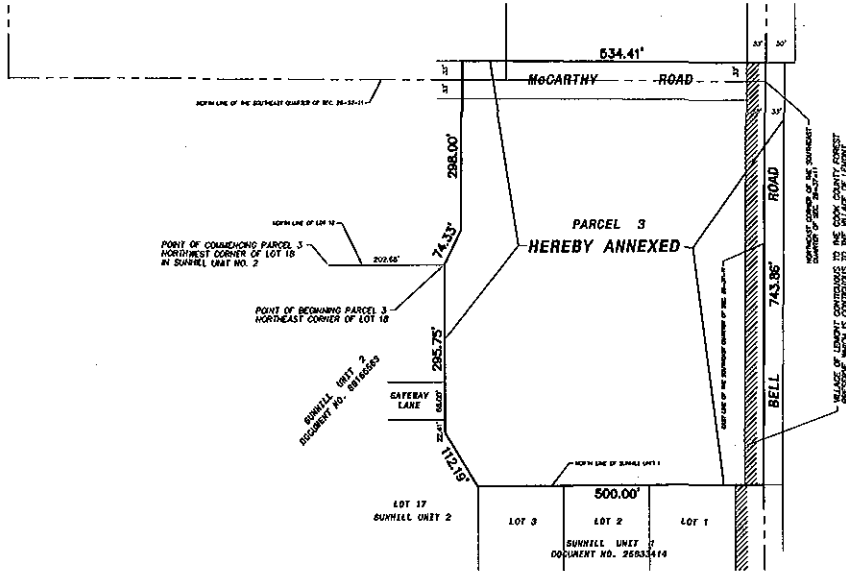
CHARLENE M. SMOLLEN, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2500 FEET THEREOF) TO THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SURVEILL UNIT 2 SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST QUARTER OF SECTION 26, RECORDED APRIL 21, 1988, AS DOCUMENT NUMBER 25834148, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2028.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF APPROXIMATELY 10 DEGREES TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE LAST BOUNDARY COURSE, A DISTANCE OF 714.33 FEET, THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 263 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 3041 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 714.33 FEET TO THE NORTH LINE OF SURVEILL UNIT 1 SUBDIVISION (EXTENDED EASTWARD), BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SAID SECTION 26, RECORDED APRIL 8, 1981, AS DOCUMENT NUMBER 25834148, THENCE WEST ALONG THE NORTH LINE OF SAID SURVEILL UNIT 1 SUBDIVISION (AS EXTENDED) A DISTANCE OF 900 FEET TO AN EASTERN CORNER OF LOT 13 IN THE AFORESAID SURVEILL UNIT 2 SUBDIVISION, THENCE NORTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 13 A DISTANCE OF 1124.92 FEET TO AN EASTERN CORNER OF SAID LOT 13, THENCE NORTH ALONG THE EAST LINE OF SAID SURVEILL UNIT 2 SUBDIVISION A DISTANCE OF 2637.75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PER ILLINOIS STATUTE AS 605.5/76-1-1, THE NEW MUNICIPALITY SHALL EXTEND TO THE EAST SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PLEIN FOR ANNEXATION.



STATE OF ILLINOIS)
COUNTY OF COOK)
S.S.
WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 20____
BY: _____
BY: _____
BY: _____
ATTEST: _____

STATE OF ILLINOIS)
COUNTY OF _____)
S.S.
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO BE THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT BEFORE ME THIS DAY IN PERSON AND I KNOWLEDGE 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 SEAL THIS _____ DAY OF _____ A.D. 20____
BY: _____
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)
S.S.
APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK)
S.S.
THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY DOCUMENT NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____

VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK)
S.S.
I, _____, COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO RECEIVABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D. 20____
BY: _____ COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF COOK)
S.S.
THIS INSTRUMENT _____ WAS FILED FOR RECORDING IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____, AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

COOK COUNTY RECORDER OF DEEDS

State of Illinois)
County of Will)
S.S.
I, THOMAS J. DESAI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF LEMONT. FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS OUR AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

Prepared By Area Survey Company, P.C.
Signed on the _____ 26TH day of _____ JANUARY, 2011



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2700
(License Expiration Date: November 30, 2012)
Multiple Professional Design Firm No. 184-002818

PROPERTY ADDRESS:
The Southwest Corner and also the Northwest Corner of McCarthy Road & Bell Road Lemont, Illinois
Scale: 1" = 100' Order Number: 8453
Ordered By: HOVDNY & ASSOCIATES

Exhibit B

Findings of Fact

1. Sufficient safeguards exist within the Unified Development Ordinance to mitigate any potential incompatibility of commercial use with surrounding residential land uses.
2. Sufficient safeguards exist within the Unified Development Ordinance to ensure that the proposed special use will be designed so that it protects the public health, safety and welfare.
3. The requested special use will create minimal demands for Village services.



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #09-11
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 10-13 – NW Corner of McCarthy & Bell – R/J Rymek & Co.

DATE: February 09, 2011

SUMMARY

Rich Rymek, agent acting on behalf of the owners of the subject properties, requested annexation to the Village, rezoning to the B-3, Arterial Commercial zoning district for an approximately 1.7 acre portion of the subject property immediately adjacent to the intersection of McCarthy & Bell Road, and rezoning to the R-4, Single-Family Detached Residential zoning district for the remainder of the subject property. On October 25, 2010, the Village Board approved an annexation agreement, annexation and rezoning for the subject property.

After approval it was discovered that the legal description of the subject property for Case 10-12 – SW Corner of McCarthy & Bell contained substantial errors and needed to be corrected. Since the legal description was attached to the approved ordinances for Case 10-12, all the ordinances needed to be re-adopted. These ordinances are scheduled to be readopted at this meeting.

This subject property's contiguity to the Village is dependent upon the subject property for case 10-12; therefore, the ordinances for this case must be readopted now that the ordinances for Case 10-12 have been properly readopted.

Note: The plat of annexation attached herein is missing a Lender's Consent signature block. A plat with the additional signature block(s) will be attached to the ordinances prior to signature.

BOARD ACTION

Conduct a public hearing on the annexation agreement. Vote on the attached ordinances.

ATTACHMENTS

1. An Ordinance Readopting an Ordinance Authorizing the Execution of an Annexation Agreement for Approximately 22.67 Acres of Land at the Northwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.
2. An Ordinance Readopting an Ordinance Annexing to the Village of Lemont Approximately 22.67 Acres of Land at the Northwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.
3. An Ordinance Readopting an Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to B-3 Arterial Commercial District and R-4 Single-Family Detached Residential District at the Northwest Corner of the Intersection of McCarthy Road & Bell Road in Lemont, IL.

ORDINANCE NO. _____

**AN ORDINANCE READOPTING AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR APPROXIMATELY 22.67 ACRES OF LAND AT THE
NORTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN
LEMONT, IL**

(R/J Rymek & Co.)

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

THIS 14th DAY OF FEBRUARY, 2011

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th
day of February, 2011.**

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR APPROXIMATELY 22.67 ACRES OF LAND AT THE NORTHWEST CORNER OF THE INTERSECTION OF MCCARTHY ROAD & BELL ROAD IN LEMONT, IL

(R/J Rymek & Co.)

WHEREAS, Finnegan Construction Company, as sole beneficiary under Land Trust No. 00-2238 dated November 20, 2000, and Cynthia and Gino Martin, as beneficiaries under Land Trust No. 12402 dated January 9, 1990 (hereinafter referred to as the "Petitioner") are the owners of property covering approximately 22.67 acres located at the northwest corner of the intersection of McCarthy Road and Bell Road (PINs# 22-26-201-006 and 22-26-201-011) hereinafter referred to as "the subject property"; and

WHEREAS, the Petitioner is ready, willing, and able to enter into said agreement and perform the obligations as required therein; and

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; and

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

WHEREAS, the President and Board of Trustees adopted ordinance O-77-10, authorizing the execution of the requested annexation agreement on October 25th, 2010; and

WHEREAS, the contiguity of the subject property to the Village of Lemont is dependent upon the annexation of property located at the southwest corner of the intersection of McCarthy Road and Bell Road and such property was annexed by ordinance O-74-10 on October 25th, 2010; and

WHEREAS, Ordinance O-74-10 did not contain an accurate legal description of the property being annexed; and

WHEREAS, the property at the southwest corner of the intersection of McCarthy Road and Bell Road was properly re-annexed by Ordinance O-___-11 on February 14th, 2011.

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

Section 1. That ordinance O-77-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

Section 2. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "NW Corner of McCarthy & Bell Annexation Agreement," a copy of which is attached hereto and made a part hereof.

Section 3. 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, DUPAGE AND WILL, ILLINOIS, ON THIS 14th DAY OF FEBRUARY, 2011.

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

NW CORNER McCARTHY & BELL ANNEXATION AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>
I	Definitions
II	Annexation
III	Zoning and Land Use Restrictions <ul style="list-style-type: none">▪ Zoning and Development Plans▪ Zoning & Preliminary Plat Guarantee▪ Other Standards
IV	Required Improvements <ul style="list-style-type: none">▪ Water Supply▪ Sanitary and Storm Sewers▪ Detention Areas▪ Other Improvements▪ Utility Extensions
V	Dedication and Construction of Streets <ul style="list-style-type: none">▪ Dedication and Acceptance of Streets▪ Snow Plowing of Streets before Acceptance▪ Debris
VI	Construction of Other Improvements
VII	Maintenance of Public Improvements & Common Areas <ul style="list-style-type: none">▪ Owners Guarantee▪ Maintenance Bond
VIII	Damage to Public Improvements
IX	Contributions
X	Easements and Utilities
XI	Approval of Plans
XII	Binding Effect and Term and Covenants Running with the Land
XIII	Notices
XIV	Security Interests

XV	Warranties and Representations
XVI	Continuity of Obligations
XVII	No Waiver or Relinquishment of Right to Enforce Agreement
XVIII	Village Approval or Direction
XIX	Singular and Plural
XX	Section Headings and Subheadings
XXI	Recording
XXII	Authorization to Execute
XXIII	Amendment
XXIV	Counterparts
XXV	Curing Default
XXVI	Conflicts between the Text and Exhibits
XXVII	Severability
XXVIII	Reimbursement to Village for Legal and Other Fees / Expenses <ul style="list-style-type: none"> ▪ To Effective Date of Agreement ▪ From and After Effective Date of Agreement
XXIX	Lender Consent
XXX	Execution of Agreement
<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description
B	Plat of Annexation, prepared by Area Survey Company, P.C. and dated _____
C	Bell Road Sanitary Sewer and Water Main Extension Plans

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, is made and entered into this 14th day of February, 2011, 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 "the VILLAGE") and Finnegan Construction Company, as sole beneficiary under Land Trust No. 00-2238 dated November 20, 2000, and Cynthia and Gino Martin, as beneficiaries under Land Trust No. 12402 dated January 9, 1990 (hereinafter referred to as "OWNER/DEVELOPER"). The Village and OWNER/DEVELOPER are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties"; and,

WHEREAS, OWNER/DEVELOPER is the owner of record of the real estate (hereinafter referred to as the "TERRITORY "), the legal description of which is attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the OWNER/DEVELOPER filed a Petition for Annexation of the TERRITORY to the VILLAGE (hereinafter, the "Petition") that requested annexation of the TERRITORY subject to execution of an annexation agreement acceptable to the OWNER/DEVELOPER and the VILLAGE; and,

WHEREAS, the TERRITORY has not been annexed to any municipality; and,

WHEREAS, the TERRITORY constitutes an area that is contiguous to and may be annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et. seq.; and,

WHEREAS, the OWNER/DEVELOPER and VILLAGE agree that they will be bound by the terms of this Annexation Agreement; and,

WHEREAS, the VILLAGE would extend its zoning, building, health and other municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE from possible undesirable or inharmonious use and development of unincorporated areas surrounding the VILLAGE; and,

WHEREAS, the new boundaries of the VILLAGE, resulting from this Annexation shall extend to the far side of every highway and shall include all of every highway not already annexed; and,

WHEREAS, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the TERRITORY and various other matters; and,

WHEREAS, pursuant to the provisions of the Statute, the corporate authority of the VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has given notice of said hearing; and,

WHEREAS, the corporate authority of the VILLAGE has considered the Annexation of the TERRITORY described in the Petition and has determined that the best interest of the VILLAGE will be met if the TERRITORY is annexed to the VILLAGE and developed in accordance with the provisions of the Agreement.

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

I

DEFINITIONS

BUILDING CODE The code or 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.

PLAT OF ANNEXATION A plat that depicts the property to be annexed.

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 public site or right-of-way necessary to provide transportation, drainage, public or private utilities, energy, or other essential services, or parking and landscaping as specified on the final approved engineering plans for the TERRITORY.

UNIFIED DEVELOPMENT ORDINANCE Ordinance O-7-08, as amended.

II

ANNEXATION

Subject to the provisions of Chapter 65, Article 5 Section 7 of the Illinois Municipal Code, the parties hereto respectively agree to do all things necessary or appropriate to cause the TERRITORY to be validly annexed to the VILLAGE as promptly as possible after execution of this agreement.

The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "B". Said Plat extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already annexed and includes all of every highway within the TERRITORY so annexed. Upon adoption of an ordinance annexing the TERRITORY to the VILLAGE, the Village Clerk shall cause a copy of said ordinance and said Plat to be duly recorded with the Cook County Recorder, and duly filed with the Cook County Clerk. The Village Clerk shall also send notice of annexation of the TERRITORY to the Cook County Elections Department and the U.S. Post Office branch serving the TERRITORY by certified or registered mail.

III

ZONING AND LAND USE RESTRICTIONS

Zoning & Development Plans. Upon the Annexation of the TERRITORY to the VILLAGE, the parcel(s) shown on the Plat of Annexation attached as Exhibit "B" shall be classified under the existing zoning ordinance, as amended, as R-4 Single-Family Detached Residential District, except for approximately 1.72 acres (250 ft. by 300 ft.) immediately adjacent to the intersection which shall be designated as B-3 Arterial Commercial District. Prior to the date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to grant said zoning classification as to the TERRITORY have been conducted upon proper notice, and no further action need be taken by the OWNER/DEVELOPER to cause the TERRITORY to be rezoned as R- 4 and B-3 once the TERRITORY is annexed to the VILLAGE.

Zoning & Preliminary Plat Guarantee. The VILLAGE agrees that it will not seek to change the zoning of the TERRITORY without the OWNER/DEVELOPER's consent for a period of ten (10) years. Upon VILLAGE approval of a PUD Preliminary Plan/Plat or preliminary plat of subdivision for the TERRITORY, the OWNER/DEVELOPER shall have five years to acquire PUD Final Plan/Plat approval or final plat of subdivision approval.

Other Standards. The Village agrees that the above standards shall govern with respect to the development of the TERRITORY in any case in which the standards of the Unified Development Ordinance now or hereafter shall conflict with the standards listed above. The Village agrees that the above standards shall govern with respect to development of the TERRITORY in any case in which there no applicable standards are provided in the Unified Development Ordinance. In any case in which the Unified Development Ordinance contains

applicable standards that do not conflict with the above standards, the standards of the Unified Development Ordinance shall govern with respect to the development of the TERRITORY.

It is understood and agreed, except as otherwise provided for herein, the Unified Development Ordinance, Building Code and all other ordinances including all fees and charges of the VILLAGE, shall not be frozen during the term of this Agreement, and such ordinances, as the same may from time to time be amended and enforced throughout the VILLAGE, shall apply to the TERRITORY. In the case of a comprehensive amendment to the VILLAGE'S Zoning Ordinance, the TERRITORY shall be designated the zoning district most comparable to the R-4 or B-3 zoning district, as applicable.

IV REQUIRED IMPROVEMENTS

Water Supply. Except as otherwise stated in this Article, the OWNER/DEVELOPER shall construct and install at their expense all necessary water mains to service the TERRITORY. All water mains shall be constructed and installed in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned water mains to the water facilities of the VILLAGE and to furnish water service on the same basis as said services are furnished to other parts of the VILLAGE.

Sanitary and Storm Sewers. Except as otherwise stated in this article, the OWNER/DEVELOPER shall construct and install at their expense all necessary sanitary and storm sewers to service the TERRITORY in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the VILLAGE and to furnish sewer service on the same basis as said services are furnished to other parts of the VILLAGE. OWNER/DEVELOPER agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provisions that this will not occur. Tap-on fees required by the Village shall not be waived. If any sanitary and storm sewers on the TERRITORY are to be owned and maintained by the OWNER/DEVELOPER, the OWNER/DEVELOPER shall provide a right of access by the Village for emergency management purposes.

Detention Areas. Unless otherwise approved as part of this agreement, the OWNER/DEVELOPER agrees to construct and install at their expense detention basin(s) and appurtenant structures such as drains, inlets, and outlets in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The residential stormwater detention basin(s) and appurtenant structures is/are to be conveyed to and owned by the VILLAGE or owned and maintained by a homeowners association. The commercial stormwater detention basin(s) and appurtenant structures is/are to be owned and maintained by the OWNER/DEVELOPER or owners association, as applicable.

Other Improvements. Unless otherwise approved as part of this agreement, the OWNER/DEVELOPER agrees to construct and install at their expense all other improvements in

accordance with the requirements of the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE.

Utility Extensions. The VILLAGE shall cause the extension of water and sewer facilities to service the TERRITORY with the OWNER/DEVELOPER participating in the funding of such extensions as provided herein:

1. The VILLAGE has prepared the preliminary engineering documents entitled the Bell Road Sanitary Sewer and Water Main Extension plans (hereinafter referred to as the "S&W Plans", attached hereto and incorporated herein as Exhibit "C") which will result in the construction of sanitary sewers and water mains which will be able to serve the projected use of the TERRITORY along with other properties (hereinafter referred to as the "S&W Utilities"). On or before May 1, 2013, the VILLAGE shall commence construction of the S&W Utilities in accordance with the S&W Plans and shall thereafter diligently prosecute such work until completion. It is understood that timely commencement of such work shall be contingent upon securing all needed rights of way, including that controlled by the Cook County Forest Preserve. The OWNER/DEVELOPER shall, for \$10.00 consideration, convey to the VILLAGE right of way from the TERRITORY which is determined to be necessary for the construction of the S&W Utilities.

2. It is understood that the current estimated cost for the S&W Utilities is \$2,300,00.00, but that this amount may increase or decrease depending upon conditions at the time of contract letting. The OWNER/DEVELOPER agrees to pay the VILLAGE on or before commencement of construction of the S&W Utilities in an amount equal to 32.6% (but not to exceed \$750,000.00) of the S&W Utilities contract price as OWNER/DEVELOPER's share of such costs. Such limitation includes any required recapture. At the option of the OWNER/DEVELOPER, such commitment may be satisfied through the establishment, on or before commencement of construction of the S&W Utilities, of one or more special service areas (SSA) over the TERRITORY providing for payment of such amount, plus interest at the then statutory rate over a period of not more than 15 years.

V

DEDICATION AND CONSTRUCTION OF STREETS

Dedication and Acceptance of Streets. The OWNER/DEVELOPER shall design streets within the TERRITORY in compliance with the standards of the VILLAGE Unified Development Ordinance for local streets. All interior residential streets within the TERRITORY when developed shall be conveyed to the VILLAGE. Any interior commercial streets or traffic circulation area shall be owned and maintained by the OWNER/DEVELOPER or an owners association, as applicable. Said streets shall be constructed in accordance with the final engineering plans approved by the Village.

The OWNER shall provide access to each residential unit. Any street right-of-way not already dedicated at the time of annexation shall be dedicated at the time of final plat, PUD final plan/plat, or other final engineering approval. The Village shall accept the dedication of said

street right-of-way and approve or accept the construction of streets and sidewalks upon the completion by the OWNER/DEVELOPER of said improvements in accordance with the Village's construction standards and Unified Development Ordinance, as modified by the Agreement. Acceptance of public streets and sidewalks by the Village shall be evidenced by a corporate resolution. All private streets and walkways shall be approved by the Village Engineer and shall remain the property of the OWNER/DEVELOPER or an owner's association, as applicable.

It is understood that in constructing the streets and sidewalks the OWNER/DEVELOPER shall post a letter of credit after which the OWNER/DEVELOPER may proceed to construct said streets. The final wearing surface shall not be installed until a period of nine (9) months after installation of the base or until construction traffic has generally ceased on any street, whichever is later. Upon installation of the base, the letter of credit may be reduced to an amount sufficient to cover the work yet to be performed (with applicable multiplier), plus the amount of the maintenance bond. Upon completion of all public improvements, and after acceptance by the Village Board, the letter of credit shall be released; however, the OWNER/DEVELOPER shall be responsible for correcting deficiencies in material and equipment for a period of two (2) years after acceptance to secure that obligation. The OWNER/DEVELOPER shall post for a period of two (2) years thereafter, a maintenance bond or other security to cover possible repairs to said streets. After completion of the construction and acceptance of any street, and if construction traffic of the OWNER/DEVELOPER continues to utilize that street, the OWNER/DEVELOPER shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by the OWNER/DEVELOPER's construction traffic. Except as otherwise provided herein, after dedication of any street right-of-way, the VILLAGE shall enforce traffic and other regulations as to the street right-of-way. Except as otherwise provided herein, after acceptance of the construction of any public street within the TERRITORY, the VILLAGE shall provide for street cleaning, snow removal, refuse collection, and other maintenance thereon. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the VILLAGE.

Snow Plowing of Streets before Acceptance. The OWNER and the VILLAGE acknowledge that until the streets in any platted subdivision of the TERRITORY are accepted by the VILLAGE, the VILLAGE shall have no obligation to keep the streets plowed of ice and snow (snowplowed). It is agreed, however that for any platted subdivision that shall be or is likely to be occupied in whole or in part for a winter season, the VILLAGE, at its option, may keep the streets snowplowed for that season.

If the VILLAGE should desire to provide season-long snowplowing for a development or a part thereof, it shall notify the then owner of the unaccepted streets in writing of such intent by August 1 of the year in question. The notice shall contain an estimate of the cost of snowplowing and unit price or prices used by the VILLAGE in developing such costs. The OWNER shall deposit with the VILLAGE an irrevocable letter of credit from a financial institution in a form provided by the Village Attorney to guarantee payment of the estimated amount by September 15 of the year in question. At the end of the snow season, the VILLAGE will release the amount of the letter of credit providing all payments due to the VILLAGE have been made. During the season, the VILLAGE shall allow the amount of the letter to be reduced provided that the amount in the letter of credit is not reduced below the level anticipated to be expended based on the

current best-cost estimate. The OWNER shall be obligated to pay the actual reasonable cost to the VILLAGE of its snowplowing services within the TERRITORY rather than the amount of an estimate. Payment shall be made within ten days from the date of the bill.

Debris. The OWNER/DEVELOPER shall be required to keep all streets within and adjoining the TERRITORY free from mud and debris generated by any new construction activity on the TERRITORY.

VI

CONSTRUCTION OF OTHER IMPROVEMENTS

The construction and installation of the public improvements to be done by OWNER/DEVELOPER may be commenced at any time after the OWNER/DEVELOPER received a site development permit from the VILLAGE and has delivered to the VILLAGE an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the VILLAGE in the amount of 115% of the OWNER/DEVELOPER Engineer's estimate of the cost of construction and installation of all such public improvements as approved by the VILLAGE Engineer, including all required lighting, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities, . At no time shall the Letter of Credit funds be utilized by the OWNER/DEVELOPER for the future payment of contractors, materials, salaries and wages, and the like. The VILLAGE makes no guarantees regarding the timely reduction of said Letter of Credit and therefore should not be used for time-sensitive payment purposes; however, the VILLAGE agrees to release or reduce such Letter of Credit within a reasonable time period following OWNER/DEVELOPER's request. At the OWNER/DEVELOPER's request the VILLAGE shall specify any basis for delay in such release or reduction. The VILLAGE Engineer may, in his/her discretion, recommend the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed, upon approval of the VILLAGE Board.

After the execution of this agreement and prior to final plan and/or final subdivision approval for any phase of development, the OWNER/DEVELOPER, at its option and sole risk, may commence extension of utilities and mass grading. Prior to any grading of the Property, the OWNER/DEVELOPER shall submit for VILLAGE approval, a mass grading plan and soil erosion and sediment control plan that adhere to the provisions of Article IV (Site Development) of the Unified Development Ordinance. OWNER/DEVELOPER waives any and all claims it may have to assert a "vested rights" claim or lawsuits against the VILLAGE as a result of expenditures made in the performance of grading or other improvements to the Property allowed hereunder prior to final engineering approval in the event final engineering requires revision to work already performed. Any such work and expenditures are done at the risk of the OWNER/DEVELOPER knowing that final plan and/or final plat of subdivision approval may be delayed or change final grading and utility plans. In conjunction with the VILLAGE'S approval of any mass grading, OWNER/DEVELOPER shall file with the VILLAGE a letter of credit to secure seeding and restoration of the site in accordance with the mass grading plan.

The OWNER/DEVELOPER, at the OWNER/DEVELOPER's own cost, agrees to provide the VILLAGE "as built", engineering plans and specifications upon substantial completion of the public improvements or at the request of the VILLAGE Engineer but in no event later than the time required by the Unified Development Ordinance as amended.

Any public improvements contemplated herein shall, upon acceptance thereof by the VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities now in existence or hereinafter constructed and VILLAGE thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the VILLAGE Engineer or VILLAGE Engineer Consultant has issued his Certificate of Inspection affirming the improvements have been constructed in accordance with approved Engineering Plans and Specifications. OWNER/DEVELOPER agrees to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

The OWNER/DEVELOPER agrees not to let debris or excessive construction waste accumulate on the TERRITORY.

VII

MAINTENANCE OF PUBLIC IMPROVEMENTS & COMMON AREAS

Owners Guarantee. The OWNER/DEVELOPER hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the improvements that occur or become evident within two years after approval and any approval or acceptance of the improvements by the VILLAGE pursuant to this agreement. If any defect or deficiency occurs or becomes evident during the two year period, then the OWNER/DEVELOPER shall, after ten days' prior written notice from the VILLAGE (subject to Force Majeure), correct it or cause it to be corrected. In the event any improvement is repaired or replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this Section VII shall be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

If any public improvements or common areas within the TERRITORY are to be privately owned and maintained, then the OWNER/DEVELOPER shall, at its sole cost and expense, maintain the improvements and areas within the TERRITORY without any modification, except as specifically approved by the VILLAGE, in a first-rate condition at all times unless an owners' association is established and assumes responsibility for improvements or areas. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the OWNER/DEVELOPER is not adequately maintaining, or has not adequately maintained, any improvement or area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the OWNER/DEVELOPER, to enter on any or all of the TERRITORY for the purpose of performing maintenance work on any affected improvement or area. In the event that The VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall have the right to draw from the performance securities deposited pursuant to this Section of the

agreement, or the right to demand immediate payment directly from the OWNER/DEVELOPER based on costs actually incurred or on the VILLAGE'S reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including without limitation legal fees and administrative expenses. The OWNER/DEVELOPER shall, after demand the VILLAGE, pay the required amount to the VILLAGE.

If an owners' association is established and assumes responsibility for any public improvements and/or common areas within the TERRITORY, the owners' association shall, at its sole cost and expense, maintain the improvements and areas without any modification, except as specifically approved by the VILLAGE, in a first-rate condition at all times. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the owners' association is not adequately maintaining, or has not adequately maintained, any improvement or area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the owners' association, to enter on any or all of the TERRITORY for the purpose of performing maintenance work on any affected improvement or area. In the event that the VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall have the right (i) to assess the membership of the owners' association for that work, (ii) to file a lien against the property of the owners' association or the property of any member failing to pay the assessment, and (iii) to enforce the lien in the manner provided by law for mortgage foreclosure proceedings.

Maintenance Bond. At the time or times of approval or acceptance by the VILLAGE of the installation of any part, component, or all of any public improvement in accordance with this Section, or any other section of the Agreement, the OWNER/DEVELOPER shall deposit with the VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the installation of the public improvement accepted by VILLAGE. This bond shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months after completion and acceptance of all improvements. In the event of a defect in material and/or workmanship within said period, then said security shall not be returned until correction of said defect and acceptance by the VILLAGE of said corrections.

VIII

DAMAGE TO PUBLIC IMPROVEMENTS

The OWNER/DEVELOPER shall replace and repair any damage to public improvements installed within, under or upon the subject realty resulting from construction activities by OWNER/DEVELOPER, their successors or assigns and their employees, agents, contractors or subcontractors during the term of this Agreement. The OWNER/DEVELOPER shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

IX

CONTRIBUTIONS

The OWNER/DEVELOPER shall make cash contributions prior to approval of any PUD Final Plan/Plat or final plat of subdivision by the VILLAGE, in accordance with the ordinances of the VILLAGE. In addition to the applicable donations required per the Lemont Unified Development Ordinance for park and school facilities, the OWNER/DEVELOPER shall be required to contribute the following:

- **Lemont Fire Protection District** – OWNER/DEVELOPER shall pay \$100 per dwelling unit to the VILLAGE for the benefit of the Lemont Fire Protection District. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Lemont Library District** – OWNER/DEVELOPER shall pay \$45.61 per person to the VILLAGE for the benefit of the Lemont Library District. The number of persons to be added by the development shall be calculated as outlined in the Lemont Unified Development Ordinance. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Public Safety Impact Fee** – OWNER/DEVELOPER shall pay \$1,000 per single-family detached dwelling unit to the VILLAGE for a public safety impact fee. If the TERRITORY is developed in phases, the fee shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Annexation Fee** – OWNER/DEVELOPER shall pay \$250 per zoning lot to the VILLAGE for annexation fees. If the TERRITORY is developed in phases, the total fee shall be paid at the time of recording of the initial Final Plan/Plat.

X

EASEMENTS AND UTILITIES

The OWNER/DEVELOPER agrees to grant to the VILLAGE, and/or obtain grants to the VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, subject to the provisions of the Unified Development Ordinance which may serve not only the TERRITORY, but other TERRITORY in the general area, if requested by the VILLAGE in the future.

All such easements to be granted shall name the VILLAGE and/or other appropriate entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the OWNER/DEVELOPER to obtain all easements, both on site and off site, necessary to serve the TERRITORY.

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

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the OWNER/DEVELOPER's option, upon approval of the respective utility company.

XI

APPROVAL OF PLANS

The VILLAGE agrees to expeditiously take action to approve or disapprove all plats, plans, and engineering submitted to VILLAGE by the OWNER/DEVELOPER. If the VILLAGE shall determine that any such submission is not in substantial accordance with this Agreement and applicable ordinances, the VILLAGE shall promptly notify the OWNER/DEVELOPER in writing of the specific objection to any such submission so that the OWNER/DEVELOPER can make any required corrections or revisions.

XII

BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND

This Agreement shall be binding upon and insure to the benefit of the parties hereto, successor OWNERS of record of the TERRITORY, assignees, lessees, and upon any successor municipal authorities of said VILLAGE and successor municipalities, for a period of 20 years from the date of execution hereof.

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

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

XIII

NOTICES

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

For the VILLAGE:

Village President
418 Main Street
Lemont, IL 60439

and

Village Clerk
418 Main Street
Lemont, IL 60439

and

Village Administrator
418 Main Street
Lemont, IL 60439

For OWNER/DEVELOPER:

Or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

XIV

SECURITY INTERESTS

The OWNER/DEVELOPER shall provide the VILLAGE with written approval(s) satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest, affecting title to the TERRITORY or any part thereof so that this agreement shall be superior to any such mortgage, lien, or other security interest and the OWNER/DEVELOPER shall provide same to the VILLAGE prior to execution and recording of this agreement; and

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

XV

WARRANTIES AND REPRESENTATIONS

The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:

That Finnegan Construction Company, as sole beneficiary under Land Trust No. 00-2238 dated November 20, 2000, and Cynthia and Gino Martin, as beneficiaries under Land Trust No. 12402 dated January 9, 1990 identified on page 1 hereof is the OWNER/DEVELOPER as legal title holder; and

That the OWNER/DEVELOPER proposes to develop the TERRITORY in the manner contemplated under this Agreement; and

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

That the OWNER/DEVELOPER 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.

XVI

CONTINUITY OF OBLIGATIONS

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/DEVELOPER, the OWNER/DEVELOPER shall at all times during the term of this Agreement remain liable to VILLAGE for the faithful performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until VILLAGE, at its sole option, has otherwise released OWNER/DEVELOPER and from any or all of such obligations.

XVII

NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

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.

XVIII

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.

XIX

SINGULAR AND PLURAL

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

XX

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.

XXI

RECORDING

A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER/DEVELOPER within 30 days after the execution hereof.

XXII

AUTHORIZATION TO EXECUTE

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

XXIII

AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

XXIV

COUNTERPARTS

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

XXV

CURING DEFAULT

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

XXVI

CONFLICT BETWEEN THE TEXT AND EXHIBITS

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

XXVII

SEVERABILITY

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

XXVIII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

To Effective Date of Agreement. The OWNER/DEVELOPER, concurrently with annexation and zoning of the TERRITORY or so much thereof as required, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:

all attorney's fees incurred by the VILLAGE; and

Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expenses; and

From and After Effective Date of Agreement. Except as provided in the paragraph immediately following this paragraph, upon demand by VILLAGE made by and through its President, the OWNER/DEVELOPER from time to time shall promptly reimburse VILLAGE, for all enumerated reasonable expenses and costs incurred by VILLAGE in the administration of the Agreement, including and limited to engineering fees, cost of any easements, attorney's fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by the VILLAGE in the administration of the Agreement shall be evidence to the OWNER/DEVELOPER upon its request, by a sworn statement of the VILLAGE; and such costs and expenses may be further confirmed by the OWNER/DEVELOPER at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the OWNER/DEVELOPER.

Notwithstanding the immediately preceding paragraph, OWNER/DEVELOPER shall in no event be required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the OWNER/DEVELOPER and/or the VILLAGE, which relate to the validity or any terms of this Agreement, then, in that event, the OWNER/DEVELOPER, upon written notice from VILLAGE, shall assume, fully and vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating thereto, provided, however:

The OWNER/DEVELOPER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE, which approval shall not be unreasonable withheld; and

If the Village, in its sole discretion, determines there is or may probably be, a conflict of interest between the VILLAGE and the OWNER/DEVELOPER, on an issue of importance to the VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event the VILLAGE exercises such option, then the OWNER/DEVELOPER shall reimburse the VILLAGE from time to time on written demand from the President of the VILLAGE and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in connection therewith. The obligation of the OWNER/DEVELOPER to reimburse the VILLAGE under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of the VILLAGE and not the OWNER/DEVELOPER.

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

XXIX

LENDER CONSENT

_____ does hereby certify that it is the holder of a mortgage of the property described herein and that as such it consents to the terms of this Agreement.

By: _____

_____ does hereby certify that it is the holder of a mortgage of the property described herein and that as such it consents to the terms of this Agreement.

By: _____

XXX

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/DEVELOPER:

By: _____
(name)

(title)

By: _____
(name)

(title)

NOTARY CERTIFICATES

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State 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 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

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 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

Exhibit A

Legal Description

PARCEL 1:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACT: THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 700 FEET THEREOF AND EXCEPT THE WEST 250 FEET THEREOF, AND ALSO EXCEPT THE NORTH 663 FEET THEREOF) OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO:

PARCEL 2:

THE SOUTH 700.00 FEET OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (EXCEPT THE WEST 872.28 FEET) IN SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PER ILLINOIS STATUTE 05 ILCS 6/7-1-1, THE NEW BOUNDARY SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.

P.I.N. 22-26-201-011-0000 (PARCEL 1)

P.I.N. 22-26-201-006-0000 (PARCEL 2)

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTIONS:

PARCEL 1:

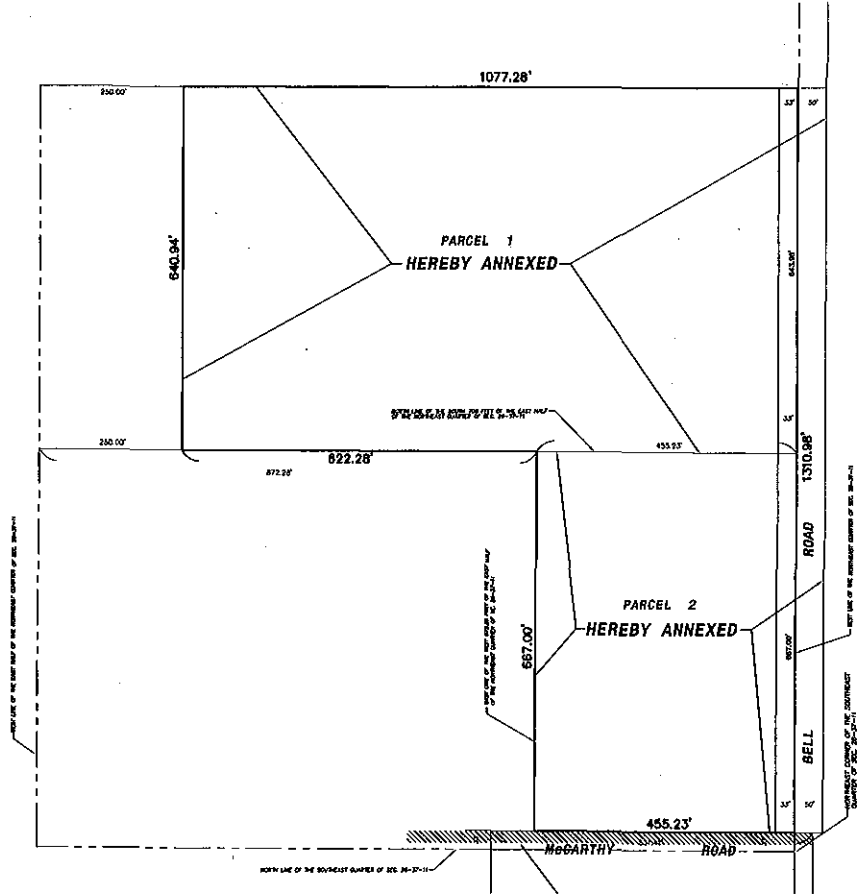
THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACT, THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 700 FEET THEREOF AND EXCEPT THE WEST 250 FEET THEREOF), AND ALSO EXCEPT THE NORTH 685 FEET THEREOF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 700.00 FEET OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (EXCEPT THE WEST 672.28 FEET) IN SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PER ILLINOIS STATUTE 625 ILCS 5/7-1-1, THE AREA BOUNDARY SHALL EXTEND TO THE EAST EDGE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY ROADWAY THEREIN, INCLUDING THEREIN ALL ADJACENT HIGHWAYS, WHICH HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



P.L.M. 22-26-201-011-0000 (PARCEL 1)
P.L.M. 22-26-201-008-0000 (PARCEL 2)



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

I, _____ DO HEREBY CERTIFY THAT
I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE LISTING ABOVE
AND THAT NO SUCH OWNERS HAVE CAUSED THE SAID ABOVE DESCRIBED
PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE TITLE AND
PURPOSES HEREIN SET FORTH, AS OUR OWN FREE AND VOLUNTARY ACT
AND DEED.

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

BY: _____

BY: _____

BY: _____

ATTEST: _____

STATE OF ILLINOIS)
) S.S.
COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND
_____ RESPECTIVELY THE _____ AND _____ OF
_____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE
NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY
IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED 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 SEAL THIS _____ DAY OF _____, A.D., 20____

BY: _____
NOTARY PUBLIC

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

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY,
ILLINOIS THIS _____ DAY OF _____, A.D., 20____

VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT

ATTEST: _____ VILLAGE CLERK

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

THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT
INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY
ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____,
20____

VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT

ATTEST: _____ VILLAGE CLERK
COUNTY OF COOK)
) S.S.
I, _____ COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID CURRENT
TAXES, NO UNPAID FORGOTTEN TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF
THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS
_____ DAY OF _____, A.D., 20____

BY: _____ COUNTY CLERK

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

THIS INSTRUMENT WAS FILED FOR RECORDING IN THE
RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____,
A.D., 20____, AT _____ O'CLOCK _____, AND WAS RECORDED IN BOOK _____
OF PLATS OF PLAT _____

COOK COUNTY RECORDER OF DEEDS



State of Illinois)
County of Will) S.S.

I, THOMAS J. CRESS, AN ILLINOIS PROFESSIONAL LAND
SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN
ACCURATE REPRESENTATION OF THE TERRITORY ANNEXED AT
THE ANNEXATION TO THE VILLAGE OF LEMONT.

FURTHERMORE, I RESOLVE THE VILLAGE OF LEMONT TO ACCEPT
AS ITS OWN TERRITORY FOR THE PURPOSES OF RECORDING THIS
DOCUMENT.

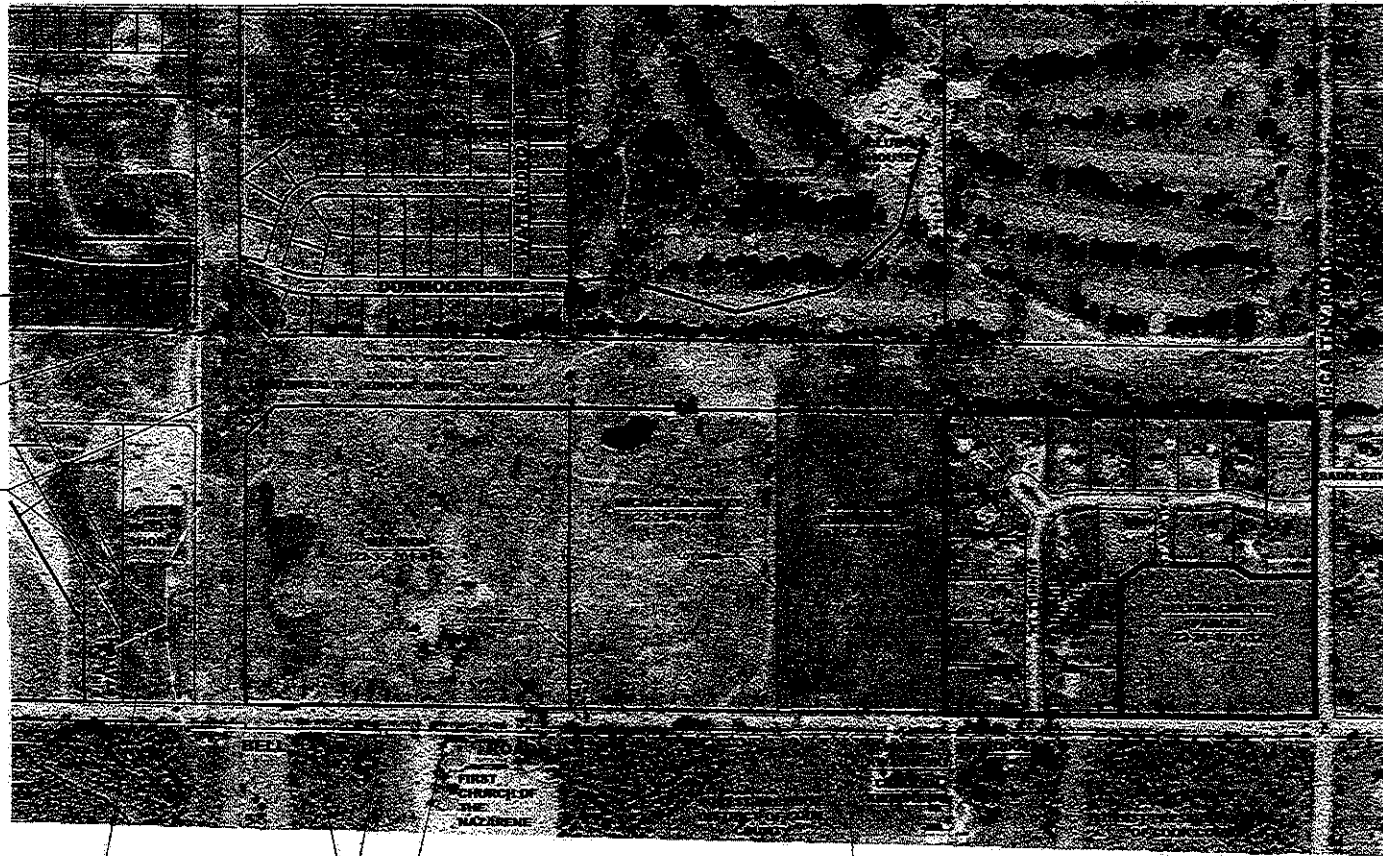
Prepared By Area Survey Company, P.C.

Signed on this _____ 26TH day of _____ JANUARY, 2011 _____

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 003
(License Expiration Date: November 30, 2012)
Wholly Professional Design Firm No. 104-002618

PROPERTY ADDRESS:
The Southeast Corner and also the Northwest
Corner of McCarthy Road & Bell Road
Lemont, Illinois

Scale: 1" = 100' Order Number: 6433
Ordered By: NOVOTNY & ASSOCIATES



EXISTING 8" SANITARY SEWER

PROPOSED MANHOLE AT POINT OF CONNECTION

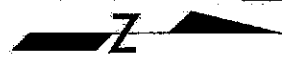
PROPOSED FORCE MAIN

PROPOSED FORCE MAIN SERVICE CONNECTION TO PROPOSED FORCE MAIN

PROPOSED FORCE MAIN PROPOSED LIFT STATION

PROPOSED 8" GRAVITY SEWER

FUTURE 6" SANITARY SEWER EXTENSION



Frank Novotny & Associates, Inc.

425 Wilsey Drive • Wilmette, IL • 60177 • Telephone: (630) 837-6600 • Fax: (630) 837-4132
Illinois Professional Design Firm No. 184-080228

PROJECT: VILLAGE OF LEMONT, ILLINOIS
BELL ROAD SANITARY SEWER &
WATER MAIN EXTENSION

REVISIONS				
NO.	BY	DATE	DESCRIPTION	
1	J.C.	12-08-07	ISSUED LIFT STATION LOCATION	

SCHEMATIC UTILITY PLAN

PROJECT NO. 07428	SCALE 1"=200'	SHEET 1
DRAWN/DESIGNED JEP/J.C.	DATE DEC., 2007	OF 1
CHECKED/APPROVED J.C.	FIELD BOOK NO. FILE	SHEETS

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE READOPTING AN ORDINANCE ANNEXING TO THE
VILLAGE OF LEMONT APPROXIMATELY 22.67 ACRES OF LAND AT THE
NORTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL
ROAD IN LEMONT, IL**

(R/J Rymek & Co.)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF FEBRUARY, 2011**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
February, 2011.**

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 22.67 ACRES OF LAND AT THE NORTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(R/J Rymek & Co.)

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

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

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

WHEREAS, the President and Board of Trustees adopted ordinance O-78-10, annexing the subject property to the Village of Lemont on October 25th, 2010; and

WHEREAS, the contiguity of the subject property to the Village of Lemont is dependent upon the annexation of property located at the southwest corner of the intersection of McCarthy Road and Bell Road and such property was annexed by ordinance O-74-10 on October 25th, 2010; and

WHEREAS, Ordinance O-74-10 did not contain an accurate legal description of the property being annexed; and

WHEREAS, the property at the southwest corner of the intersection of McCarthy Road and Bell Road was properly re-annexed by Ordinance O-___-11 on February 14th, 2011.

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

SECTION 1: That ordinance O-78-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

SECTION 2: That the subject property (PINs# 22-26-201-006 and 22-26-201-011), being accurately described and depicted on the map attached hereto as Exhibit "A" is hereby annexed to the Village of Lemont, county of Cook, DuPage, and Will, Illinois.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS, ON THIS 14TH DAY OF FEBRUARY, 2011.

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

Approved by me this 14th day of February, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTIONS:

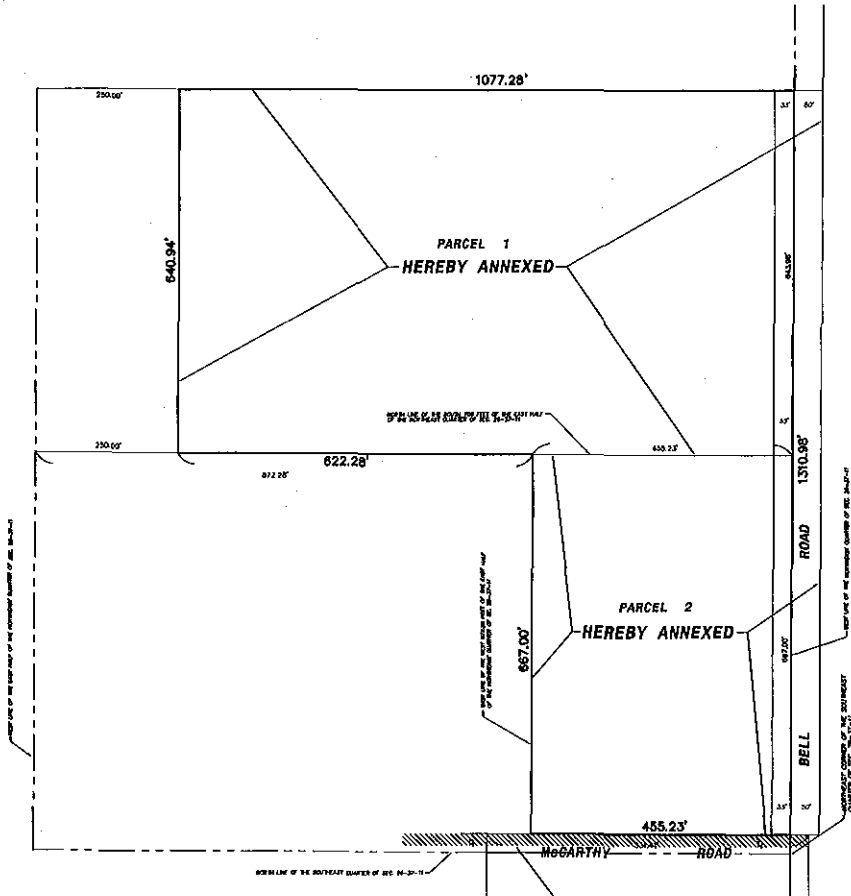
PARCEL 1:
THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACT, THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 200 FEET THEREOF AND EXCEPT THE WEST 200 FEET THEREOF, AND ALSO EXCEPT THE NORTH 667 FEET THEREOF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO:
PARCEL 2:
THE SOUTH 2000 FEET OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (EXCEPT THE WEST 812.28 FEET) IN SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PER ILLINOIS STATUTE 85 ILCS 5/2-1-1, THE NEW BOUNDARY SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY BOUNDARY LINE THEREON. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



P.L.N. 22-26-201-011-0000 (PARCEL 1)
P.L.N. 22-26-201-006-0000 (PARCEL 2)



STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
WE, _____ DO HEREBY CERTIFY THAT
WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE
AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID ABOVE DESCRIBED
PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND
PURPOSES THEREIN SET FORTH, AS OUR OWN FREE AND VOLUNTARY ACT
AND DEED.
DATED THIS _____ DAY OF _____, A.D., _____
BY: _____
BY: _____
BY: _____
ATTEST: _____

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ AND _____
RESPECTIVELY THE _____ AND _____ OF
_____ PERSONALLY APPEARED TO ME TO BE THE SAME PERSONS WHOSE
NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY
IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND WELANDED THE SAID INSTRUMENT
AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET
FORTH.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____
BY: _____
NOTARY PUBLIC

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY,
ILLINOIS THIS _____ DAY OF _____, A.D., 20____
VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT
INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY
ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF
_____, 20____
VILLAGE OF LEMONT
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
I, _____ COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT THERE ARE NO UNPAID CURRENT TAXES, NO UNPAID CURRENT
TAXES, NO UNPAID PROPORTIONED TAXES, AND NO RECEIVABLE TAX SALES AGAINST ANY OF
THE LAND INCLUDED IN THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS
_____ DAY OF _____, A.D., 20____
BY: _____ COUNTY CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
THIS INSTRUMENT _____ WAS FILED FOR RECORDING IN THE
RECORDERS' OFFICE OF COOK COUNTY, ILLINOIS, ON _____ DAY OF _____
A.D., 20____ AT _____ O'CLOCK _____, AND WAS RECORDED IN BOOK _____
OF PLATS ON PAGE _____
COOK COUNTY RECORDER OF DEEDS

State of Illinois
County of Cook) s.s.
I, THOMAS A. CESAL, AN ILLINOIS PROFESSIONAL LAND
SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN
ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN
THE ANNEXATION TO THE VILLAGE OF LEMONT.
FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT
AS AGENT FOR THE PURPOSES OF RECORDING THIS
DOCUMENT.



Prepared By Area Survey Company, P.C.
Signed on this 26TH day of JANUARY, 2011
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 0205
(License Expiration Date: November 30, 2013)
MPLS Professional Designation No. 181-002818

PROPERTY ADDRESS:
The Southwest Corner and also the Northwest
Corner of McCarthy Road & Bell Road
Lemont, Illinois
Scale: 1" = 100' Order Number: 8453
Ordered By: NOVOTNY & ASSOCIATES

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE READOPTING AN ORDINANCE AMENDING THE ZONING MAP
OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED
RESIDENTIAL DISTRICT TO B-3 ARTERIAL COMMERCIAL DISTRICT AND R-4
SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT AT THE NORTHWEST
CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN
LEMONT, IL**

(R/J Rymek & Co.)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF FEBRUARY, 2011**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 14th day of February, 2011**

ORDINANCE NO. _____

AN ORDINANCE READOPTING AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3 ARTERIAL COMMERCIAL DISTRICT AND R-4 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT AT THE NORTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(R/J Rymek & Co.)

WHEREAS, Finnegan Construction Company, as sole beneficiary under Land Trust No. 00-2238 dated November 20, 2000, and Cynthia and Gino Martin, as beneficiaries under Land Trust No. 12402 dated January 9, 1990, hereinafter referred to as the "Petitioner," are the owners of property covering approximately 22.67 acres located at the southwest corner of the intersection of McCarthy Road and Bell Road (PINs# 22-26-201-006 and 22-26-201-011) hereinafter referred to as "the subject property," and legally described and depicted in Exhibit "A"; and

WHEREAS, the Petitioner applied under the provisions of the Village of Lemont Unified Development Ordinance, Ordinance # O-7-08, as amended, to rezone the subject property from the R-1 Single Family Detached Residential zoning district to the R-4 Single-Family Detached Residential District, except for approximately 1.72 acres (250 ft. by 300 ft.) immediately adjacent to the intersection, for which the Petitioner requested rezoning to the B-3 Arterial Commercial District; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on September 15, 2010 for the rezoning request; and

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

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

WHEREAS, the President and Board of Trustees adopted ordinance O-79-10, approving the requested zoning map amendment on October 25th, 2010; and

WHEREAS, the contiguity of the subject property to the Village of Lemont is dependent upon the annexation of property located at the southwest corner of the intersection of McCarthy Road and Bell Road and such property was annexed by ordinance O-74-10 on October 25th, 2010; and

WHEREAS, Ordinance O-74-10 did not contain an accurate legal description of the property being annexed; and

WHEREAS, the property at the southwest corner of the intersection of McCarthy Road and Bell Road was properly re-annexed by Ordinance O-__-11 on February 14th, 2011; and

WHEREAS, the subject property was properly re-annexed by Ordinance O-__-11 on February 14th, 2011.

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: Rescinding of O-79-10. That ordinance O-79-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

SECTION 1: Zoning Map Amendment Approval. That the subject property described above is hereby rezoned from its current R-1 Single Family Detached Residential zoning district to the R-4 Single-Family Detached Residential District, except for approximately 1.72 acres immediately adjacent to the intersection (depicted on the map attached hereto as Exhibit "C") which is hereby rezoned to the B-3 Arterial Commercial zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION 2 Publication: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, ON THIS 14TH DAY OF FEBRUARY, 2011.

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTIONS:

PARCEL 1:

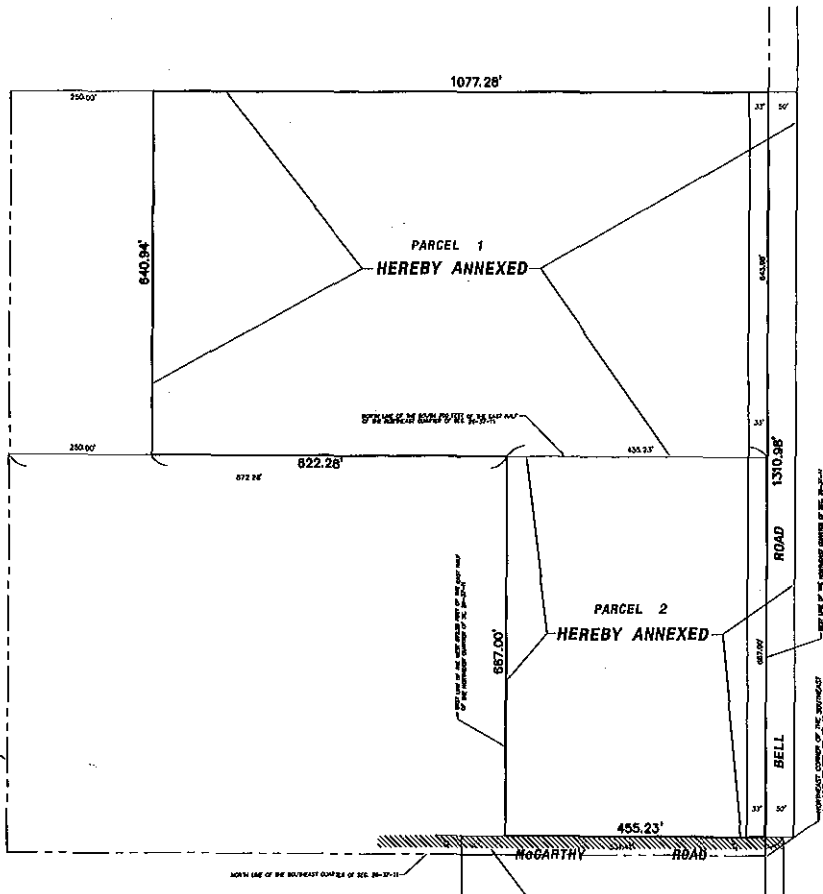
THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACT, THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 100 FEET THEREOF) AND EXCEPT THE WEST 850 FEET THEREOF, AND ALSO EXCEPT THE NORTH 643 FEET THEREOF OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 100.00 FEET OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (EXCEPT THE WEST 872.28 FEET) IN SECTION 24, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
FOR BLINDS BELTIVE SA LACS 8/71-1, THE NEW BOUNDARY SHALL EXTEND TO THE EAST SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



P.L.N. 22-26-201-011-0000 (PARCEL 1)
P.L.N. 22-26-201-006-0000 (PARCEL 2)



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
WE, _____ DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

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

BY: _____

BY: _____

ATTEST: _____

STATE OF ILLINOIS)
COUNTY OF _____) S.S.
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ 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 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 SEAL THIS _____ DAY OF _____ A.D., 20____

BY: _____
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D., 20____

VILLAGE OF LEMONT

BY: _____ VILLAGE PRESIDENT

ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT DESCRIBED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS BY ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____ 20____

VILLAGE OF LEMONT

BY: _____ VILLAGE PRESIDENT

ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
I, _____ COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D., 20____

BY: _____
COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D., 20____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

COOK COUNTY RECORDER OF DEEDS

State of Illinois)
County of Cook) S.S.

I, THOMAS J. O'NEAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF LEMONT.
FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS OUR AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

Prepared By Area Survey Company, P.C.

Filed on this 26TH day of JANUARY, 2011



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2309
(License Expiration Date November 30, 2012)
Illinois Professional Design Firm No. 184-0020-0

PROPERTY ADDRESS:
The Southwest Corner and also the Northeast
Corner of McGarity Road & Bell Road
Lemont, Illinois

Scale: 1" = 100' Order Number: 6453
Ordered By: HOVDNY & ASSOCIATES

Exhibit B

Findings of Fact

1. The requested commercial rezoning is consistent with the intent of the Comprehensive Plan in that it provides commercial space along Bell Road, at the intersection of two arterial roads. Although the requested rezoning deviates from the location of commercial land use proposed in the Comprehensive Plan, this deviation is justified by changes in land use that have taken place along Bell Road since the Comprehensive Plan's adoption in 2002.
2. Sufficient safeguards exist within the Unified Development Ordinance to mitigate any potential incompatibility of commercial use with surrounding residential land uses.
3. The requested residential rezoning is consistent with the land use recommendations of the Comprehensive Plan for the subject site.
4. The requested residential rezoning allows for a land use type (single-family detached residential) that is consistent with the existing land use of surrounding properties.

EXHIBIT C

N

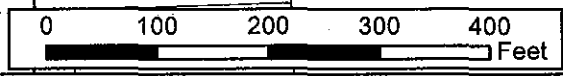


CARRIAGE LN

BELL RD

SADDLEBROOK LN

MCCARTHY RD



Village of Lemont
Planning & Economic
Development Department
date: 10/25/2010

Case 10-13 Rezoning Map

Legend

- Rezoned to B-3
- Rezoned to R-4
- Parcels
- Streets

Village Board

Agenda Memorandum

Item

to: Mayor & Village Board

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

subject: Acquisition of Real Estate for Right of Way.

date: February 8, 2011

BACKGROUND/HISTORY

The Village Board previously authorized staff to negotiate a purchase price for a piece of real estate necessary for the required right of way in the Archer/Derby/McCarthy intersection improvement project. After discussions with attorneys and staff, the seller has agreed to accept \$35,000 for the needed property. The ordinance attached formally authorizes staff to complete the purchase. The property will then be transferred to the Illinois Department of Transportation for the intersection improvements.

RECOMMENDATION

Staff recommends approval of the attached Ordinance.

ATTACHMENTS

1. Ordinance Setting Purchase Price for Real Estate.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Vote on the attached Ordinance.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
SETTING PURCHASE PRICE FOR REAL ESTATE**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF FEBRUARY, 2011**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 14th day of February, 2011.**

**AN ORDINANCE
SETTING PURCHASE PRICE FOR REAL ESTATE**

WHEREAS, the Village of Lemont has previously approved acquisition of certain real estate (Parcel OH 60004 – legal description attached) for the purpose of improving public roadways within the corporate limits; and,

WHEREAS, this property will be acquired by the Village but transferred to and be under the jurisdiction of the Illinois Department of Transportation (IDOT); and

WHEREAS, the Village obtained an appraisal for Parcel OH 60004 which determined that the property had a highest and best use as residential and offered the appraised amount of \$21,000 to the owner; and

WHEREAS, the owner has obtained an appraisal which determined that the property had a highest and best use as commercial and proposed a purchase price of \$41,100; and

WHEREAS, the parties have negotiated a purchase price of \$35,000 for Parcel OH 60004 based upon the varying opinions of highest and best use and the fact that Parcel OH 60004 is currently zoned commercial and the potential use as residential would require rezoning and other land use approvals.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Illinois, as Follows:

SECTION 1: The Recitals set forth above are incorporated into and made a part of this Ordinance.

SECTION 2: The Mayor and Village Board hereby determine that \$35,000 is approved as just compensation for Parcel OH 60004 and the Village Administrator and staff are authorized to offer and complete this acquisition for such amount.

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

SECTION 4: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, LLINOIS, on this 14th day of February, 2011.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ronald Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Route: Village of Lemont/McCarthy Road
Section: 02-00055-00-WR
County: Cook
Job No.: R-90-015-10
Parcel: OH60004
Station: 296+65.84 to 300+39.73
Owner: John Ratkovich and Gilda Ratkovich
Index No.: 22-27-300-020 and 22-27-300-039

That part of Lot 21 in the County Clerk's Division of Section 27, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat recorded April 30, 1880 as document number 269444, described as follows:

Commencing at the Northwest corner of Lot 21 in County Clerk's Division of Section 27, Township 37 North, Range 11 East of the Third Principal Meridian; thence North 87 degrees 51 minutes 28 seconds East (Bearings assumed for description purposes only) on the North line of the Southwest Quarter of said Section 27, 471.27 feet; thence South 31 degrees 32 minutes 25 seconds East, 37.84 feet to the south apparent right-of-way line of McCarthy Road and the Point of Beginning; thence, along said right-of-way line, North 87 degrees 51 minutes 28 seconds East, 349.87 feet; thence South 24 degrees 50 minutes 33 seconds East, 14.23 feet; thence South 87 degrees 51 minutes 28 seconds West, 347.73; thence North 31 degrees 32 minutes 25 seconds West, 14.96 feet to the Point of Beginning.

All lying in Cook County, Illinois

Said parcel containing 0.105 acres, more or less.

Rev. April 14, 2010

Village Board

Agenda Memorandum

Item

to: Mayor & Village Board

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

subject: Ordinance Re-Setting the Public Hearing Date for Amendment of the Downtown TIF Redevelopment Plan to April 11, 2011 at 7:00 PM

date: February 8, 2011

BACKGROUND/HISTORY

At the January 24 meeting, the Board adopted a Resolution setting the date for the above public hearing for March 28, 2011. Since there would not be a quorum present for that meeting, it has been cancelled. The attached ordinance repeals the previously adopted Resolution and establishes April 11 as the public hearing date for the Revised Downtown TIF Redevelopment Plan.

RECOMMENDATION

Staff recommends approval of the attached ordinance.

ATTACHMENTS

1. Ordinance Setting the Public Hearing Date for Amending the Downtown TIF Redevelopment Plan, Redevelopment Project and Redevelopment Project Area - April 11, 2011.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Vote on the attached Ordinance.

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE SETTING THE PUBLIC HEARING DATE FOR
AMENDING THE DOWNTOWN LEMONT TAX INCREMENT FINANCE
REDEVELOPMENT PLAN, REDEVELOPMENT PROJECT AND
REDEVELOPMENT PROJECT AREA AND RELATED MATTERS:
APRIL 11, 2011 - 7:00 P.M.**

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

This 14th day of February, 2011

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will, and
DuPage, Illinois this 14th day
of February, 2011**

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF LEMONT, ILLINOIS
SETTING THE PUBLIC HEARING DATE FOR AMENDING THE
DOWNTOWN LEMONT TAX INCREMENT FINANCE
REDEVELOPMENT PLAN, REDEVELOPMENT PROJECT AND
REDEVELOPMENT PROJECT AREA, AND RELATED
MATTERS**

WHEREAS, the President and Board of Trustees (the **“Corporate Authorities”**) of the Village of Lemont, Illinois (the **“Municipality”**) intends to undertake required proceedings concerning amending the Municipality’s Downtown Redevelopment Plan (the **“Redevelopment Plan”**), Redevelopment Project (the **“Redevelopment Project”**) and redevelopment project area (the **“Downtown Redevelopment Project Area,”** generally described as follows:

The **Downtown Lemont Amended Redevelopment Project Area**, as previously amended, is generally bounded by the area starting at the intersection of New Avenue and Lockport Street. The boundaries run southeast along Lockport Street to an alley between Illinois Street and Cass Street. They then run northeast along the alley to Lemont Street. The boundaries then turn southeast along Lemont Street to Cass Street, where they turn northeast along Cass Street to Stephen Street. At Stephen Street, the boundaries turn northwest to Illinois Street. They then turn northeast along Illinois Street to the intersection with Main Street. The boundaries then turn north to the northeast corner of the I & M Canal parcel. The boundaries then turn westerly along the northern property lines of three parcels that are just north of the I & M Canal parcels to the alley east of Stephen Street. The boundaries then turn northwest to the end of the alley. The boundaries then turn southwest to the A.T. & S.F. Railroad. The boundaries then follow Stephen Street southeast to parcel 22-20-404-012. They then turn northwest and follow the northern lot lines of parcels fronting on the north side of Canal Street. They turn south and follow the west lot line of parcel 22-20-404-006 to Canal Street. The boundaries go southwest along Canal Street to Lemont Street. The boundaries then turn southeast along Lemont Street to the G.M. & O. Railroad. The boundaries follow the G.M. & O. Railroad southwesterly to State Street. At State Street, the boundaries turn southeast to New Avenue. The boundaries then turn northwest along New Avenue to Lockport Street.

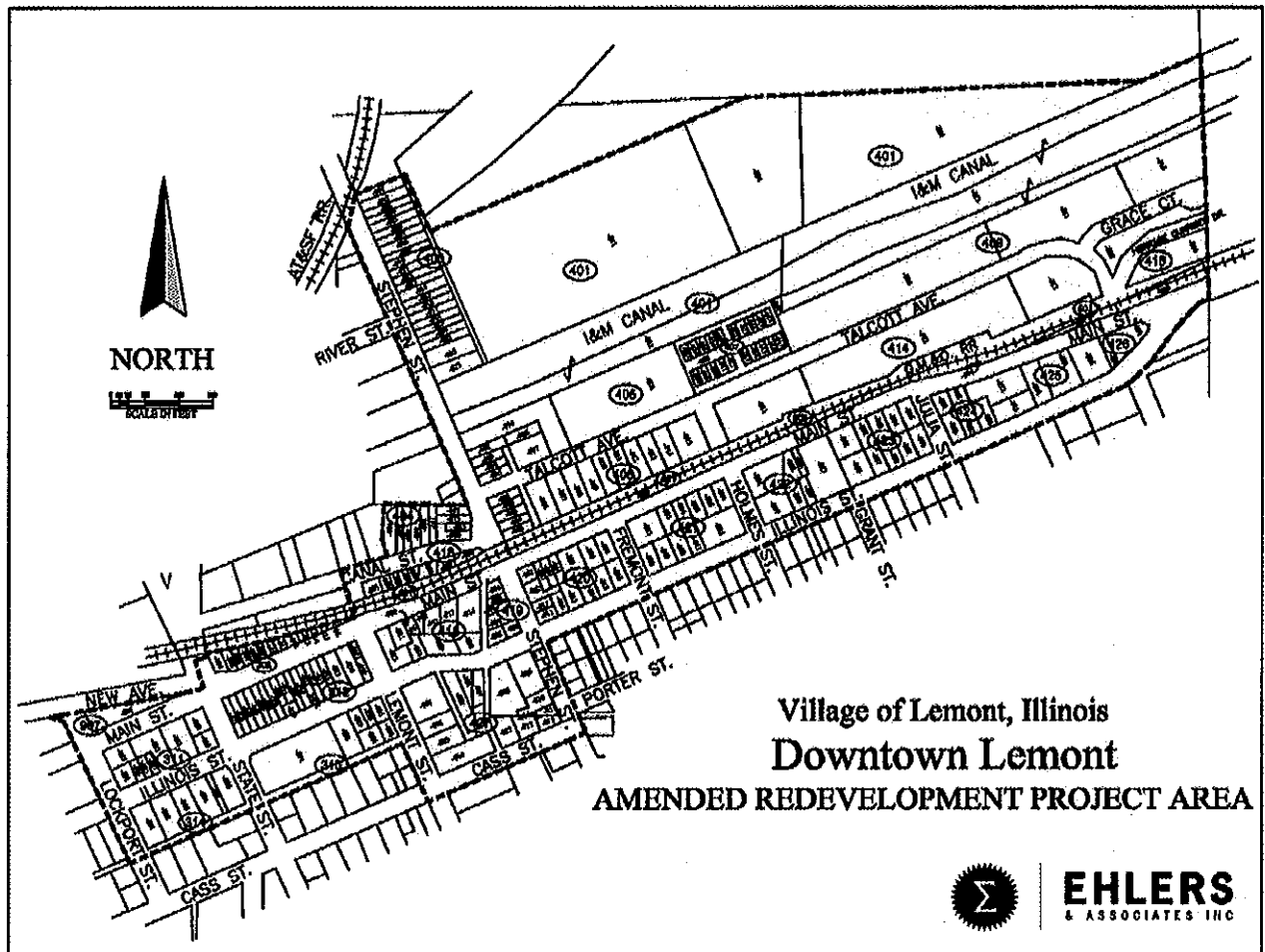
, and legally described (and diagrammed) as follows:

THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF SECTION 20; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (ALSO BEING THE NORTH LINE OF LOT 1 IN COUNTY CLERK’S DIVISION OF SECTION 20) A DISTANCE OF 1460 FEET MORE OR LESS TO A BEND IN SAID LOT 1; THENCE SOUTHWESTERLY 960 FEET ALONG THE NORTHWESTERLY LINE OF LOTS 1 AND 2 IN SAID COUNTY CLERK’S DIVISION TO A NORTH-SOUTH ALLEY IN SINGER AND TALCOTT’S STONE COMPANY SUBDIVISION; THENCE NORTHWESTERLY 180 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 209 IN SANITARY DISTRICT TRUSTEE’S SUBDIVISION IN SAID SECTION 20; THENCE SOUTHWEST 140 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEASTERLY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG

LAST SAID RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF STEPHEN STREET; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF STEPHEN STREET TO THE NORTH LINE OF LOTS 6 THRU 10 OF BLOCK 28 IN THE VILLAGE OF KEEPOTAW, A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 6 THRU 10 AND ITS WEST EXTENSION TO THE EAST LINE OF LOT 17 IN COUNTY CLERK'S DIVISION, A SUBDIVISION IN THE SOUTH 1/2 OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 17 TO THE NORTH LINE OF CANAL STREET; THENCE WEST ALONG THE NORTH LINE OF CANAL STREET TO THE SOUTHEAST CORNER OF LOT 1 IN VILLAGE OF LEMONT, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SAID SECTION 20; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF BLOCK 10 IN SAID VILLAGE OF LEMONT TO A POINT ON A LINE PARALLEL AND CONCENTRIC WITH AND 25 FEET NORTHERLY FROM THE SOUTH BOUND MAIN TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LOTS 1 THRU 14 INCLUSIVE IN BLOCK 10 IN SAID VILLAGE OF LEMONT; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHWEST CORNER OF LOT 14 IN BLOCK 10 IN SAID VILLAGE OF LEMONT; THENCE WESTERLY TO THE EAST LINE OF BLOCK 2 IN THE VILLAGE OF LEMONT AT A POINT THAT IS 25 FEET SOUTHERLY OF THE CENTER LINE OF THE NORTHBOUND MAIN TRACK OF SAID ILLINOIS CENTRAL RAILROAD COMPANY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 2 TO THE NORTH LINE OF NEW AVENUE; THENCE WESTERLY ALONG THE NORTH LINE OF NEW AVENUE TO THE WEST LINE OF BLOCK 9 IN SAID VILLAGE OF LEMONT; THENCE SOUTHEASTERLY ALONG THE LAST SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF NEW AVENUE; THENCE EASTERLY ALONG THE LAST SAID RIGHT-OF-WAY LINE TO A POINT 30 FEET WEST OF LOCKPORT STREET; THENCE SOUTHEAST TO A POINT IN THE WEST LINE OF LOCKPORT STREET 20 FEET SOUTH OF THE SOUTH LINE OF NEW AVENUE; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF LOCKPORT STREET TO THE SOUTH LINE OF THE EAST-WEST ALLEY IN BLOCKS 7 AND 8 OF THE VILLAGE OF LEMONT AS RECORDED AUGUST 8, 1974 AS DOCUMENT NO. 184242; THENCE NORTHEASTERLY 902 FEET ALONG THE LAST SAID SOUTH LINE TO THE WEST LINE OF LEMONT STREET; THENCE SOUTHEASTERLY 198 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF CASS STREET; THENCE NORTHEASTERLY 526 FEET ALONG LAST SAID SOUTH LINE TO THE EAST LINE OF STEPHEN STREET; THENCE NORTHWESTERLY 300 FEET MORE OR LESS TO THE SOUTH LINE OF ILLINOIS STREET; THENCE NORTHEASTERLY 1990 FEET MORE OR LESS ALONG LAST SAID SOUTH LINE TO THE EAST LINE OF PRUYNE STREET IN THE TOWN OF ATHENS; THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF THE ILLINOIS STREET CUTOFF TO MERGE WITH MAIN STREET TO THE EAST LINE OF SAID SECTION 20; THENCE NORTH 660 FEET MORE OR LESS ALONG LAST SAID EAST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 20 AND BEING THE PLACE OF BEGINNING, ALL IN THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.

ALSO, THOSE PARTS OF VACATED HINSDALE STREET AND VACATED LAWRENCE STREET IN THE VILLAGE OF LEMONT LYING NORTHERLY OF THE NORTHERLY LINE OF CANAL STREET AND SOUTHERLY OF THE NORTH LINE OF LOT 6 IN BLOCK 28 IN KEEPOTAW IN SAID SECTION 20, EXTENDED WEST, AND DUE WEST OF A LINE COMMENCING AT A POINT OF SAID NORTHERLY LINE OF CANAL STREET 56.96 FEET

EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTHERLY ALONG A LINE WHICH IS 56.96 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 17, A DISTANCE OF 68.65 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID CANAL STREET, A DISTANCE OF 6 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE 15 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 6 IN BLOCK 28 IN KEEPOTAW; THENCE NORTH ALONG SAID LAST MENTIONED PARALLEL LINE TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 6 IN BLOCK 28 IN KEEPOTAW EXTENDED WEST IN COOK COUNTY, ILLINOIS.



, in the Municipality under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.)).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, ILLINOIS, as follows:

1. The Corporate Authorities hereby set April 11, 2011 as the date for the public hearing under the Tax Increment Allocation Redevelopment Act for the amending Downtown Redevelopment Plan, Redevelopment Project and Redevelopment Project Area, at 7:00p.m. at the Village Hall, Board Chambers, 418 Main Street, in Lemont, Illinois, with the joint review board to meet on March 2, 2011, at 10:00 a.m. at the Village Hall, Board Chambers, 418 Main Street, in Lemont, Illinois.

2. The appropriate officers, employees, consultants and representatives of the Municipality are hereby authorized to take such further and supplemental actions, including required notices preliminary to and in connection with the public hearing and the required joint review board meeting for amending the Downtown Redevelopment Plan, Redevelopment Project and Redevelopment Project Area.

3. Resolution No. R-5-11, adopted January 24, 2011 is hereby repealed.

4. This ordinance shall be effective immediately after its passage and approval.

Upon motion by Trustee _____, seconded by Trustee _____, adopted this 14th day of February, 2011 by roll call vote, as follows:

Voting "Aye" (names): _____

Voting "Nay" (names): _____

Absent (names): _____

Approved: February 14, 2011

Village Clerk

Village President

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
VILLAGE OF LEMONT)

CERTIFICATION OF ORDINANCE

I, Charlene M. Smollen do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “Municipality”), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the “Corporate Authorities”).

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality’s Corporate Authorities held on February 14, 2011, insofar as same relates to the adoption of Ordinance No. _____, entitled:

**AN ORDINANCE OF THE VILLAGE OF LEMONT,
ILLINOIS SETTING THE PUBLIC HEARING DATE FOR
AMENDING THE DOWNTOWN LEMONT TAX
INCREMENT FINANCE REDEVELOPMENT PLAN,
REDEVELOPMENT PROJECT AND REDEVELOPMENT
PROJECT AREA, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than a affirmative vote of a majority of the Corporate Authorities and approved by the Village President on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Open Meetings Act and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such Act and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Illinois, this ____ day of _____, 2011.

Village Clerk

(SEAL)

Village Board Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

from: James L. Cainkar, P.E., P.L.S., Acting Village Engineer

subject: Warner Avenue Relief Sewer Extension
Logan Street / Eureka Street
DCEO Grant No. 11-203210
DCEO Grant No. 11-203219

date: February 9, 2011

BACKGROUND

Twenty-one (21) bids were received on February 4, 2011 for the Warner Avenue Relief Sewer Extension project, which work consists of the installation of 12", 15", 18", 24" and 30" diameter storm sewers; manholes; catch basins; landscaping and restoration; and all appurtenant construction on Warner Avenue and Eureka Street. The low bidder was Len Cox & Sons Excavating, which bid was in the amount of \$337,530.80. The bid was \$110,878.20 (24.73%) below the Engineer's Estimate of \$448,409.00.

PROS/CONS/ALTERNATIVES

Award of this bid will have this work completed in a timely and expeditious manner.

RECOMMENDATION

Award of the Warner Avenue Relief Sewer Extension Project to Len Cox & Sons Excavating, based on their bid amount \$337,530.80.

ATTACHMENTS

- Resolution Authorizing Award of Contract
- Letter of Award Recommendation; and
- Bid Tabulation listing the bid received, including company name, address and amount of bid.

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution awarding the contract to Len Cox & Sons Excavating.

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE WARNER AVENUE RELIEF SEWER EXTENSION**

WHEREAS, the Village of Lemont requires that the Warner Avenue Relief Sewer Extension Project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of Len Cox & Sons Excavating for such work; and

WHEREAS, Len Cox & Sons Excavating submitted a low bid for such work in the amount of \$337,530.80

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with Len Cox & Sons Excavating is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 14th day of February, 2011.

AYES

NAYS

PASSED

ABSENT

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this 14th day of February, 2011.

A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Daniel P. Blondin, Village Attorney

Date: _____



Frank Novotny & Associates, Inc.

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

Civil Engineers/
Municipal Consultants

February 7, 2011

Mr. Ben Wehmeier
Administrator
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **Warner Avenue Relief Sewer Extension**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the February 4, 2011, bid opening for the above-captioned project. Twenty-One (21) bids were received and tabulated, with errors being found that did not affect the bid order. A summary is as follows:

Len Cox & Sons Excavating	\$ 337,530.80
Superior Excavating	357,127.00
Neri Brothers Construction.....	358,178.60
A. Lamp Concrete Contractors	358,998.00
H. Linden & Sons	359,768.00
Suburban General Construction	364,453.00
George W. Kennedy Construction.....	364,875.00
Swallow Construction	367,000.00
Archon Construction.....	369,200.00
MQ Construction	372,200.00
Riccio Construction	388,808.00
City Construction	392,316.09
Unique Plumbing	395,103.70
Martam Construction.....	397,009.00
Copenhaver Construction	411,438.50
Trine Construction.....	416,570.10
P.T. Ferro Construction.....	416,946.88
Knowles Construction	457,592.00
Naperville Excavating.....	464,354.50
Bisping Construction	478,656.00
J. Russ and Company.....	493,085.50
 Engineer's Estimate	 \$ 448,409.00

The low bid submitted by Len Cox & Sons Excavating, in the amount of \$337,530.80, is \$110,878.20 (24.73%) below the Engineer's Estimate of \$448,409.00. Len Cox & Sons Excavating was the general contractor on last year's State Street Water Main Replacement project, and their work was found to be satisfactory. We, therefore, recommend that the Contract be awarded to **Len Cox & Sons Excavating, 151 Springfield Avenue, Suite 10, Joliet, IL 60435**, in the amount of \$337,530.80.

Mr. Ben Wehmeier.
February 7, 2011
Page Two

We are currently investigating curb and gutter replacement cost options on Warner Avenue, since the curbs have and will receive more substantial wear and tear from the water main and storm sewer construction.

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

Very truly yours,

FRANK NOVOTNY & ASSOCIATES, INC.



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

JLC/ce

Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Ms. Rose Yates, Exec. Adm. Asst., w/Enc.
File No. 09188

OWNER: Village of Lemont
PROJECT DESCRIPTION: Warner Avenue Relief Sewer Extension

PROJECT NO: 09188

BID OPENING: February 4, 2011 @ 10:00 a.m.

Item No	Description	Unit	Quantity	Engineers Estimate		Len Cox & Sons Excavating 151 Springfield Ave., Suite 10 Joliet, IL 60435 5% Bid Bond		Superior Excavating 142 Sibley Drive Mtinooka, IL 60447 5% Bid Bond		Neri Brothers Construction 60 N. Garden Avenue Roselle, IL 60172 5% Bid Bond		A. Lamp Concrete Cntrcs. 1900 Wright Boulevard Schaumburg, IL 60193 5% Bid Bond		H. Linden & Sons Sewer & Water 806 E. Main Street Yorkville, IL 60560 5% Bid Bond		Suburban General Const. 1019 E. 31st Street LaGrange Park, IL 60526 5% Bid Bond		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Storm Sewers, Type 2, RCCP (O-Ring), 18"	FOOT	92	DELETED														
2	Storm Sewers, Type 2, PVC (C-509), 18"	FOOT	215	DELETED														
3	Storm Sewers, Type 2, RCCP (O-Ring), 15"	FOOT	148	55.00	8,140.00	45.00	6,860.00	55.50	8,228.80	34.60	5,120.80	55.00	8,140.00	107.00	15,838.00	50.00	7,400.00	
4	Storm Sewers, Type 2, RCCP (O-Ring), 18"	FOOT	387	65.00	25,155.00	50.00	19,350.00	62.05	24,013.35	42.40	16,408.80	65.00	25,155.00	111.00	42,967.00	75.00	29,025.00	
5	Storm Sewers, Type 2, RCCP (O-Ring), 24"	FOOT	279	75.00	20,925.00	53.00	14,787.00	80.60	22,497.40	49.55	13,824.45	75.00	20,925.00	118.00	32,922.00	110.00	30,690.00	
6	Storm Sewers, Type 3, RCCP (O-Ring), 30"	FOOT	590	100.00	59,000.00	65.00	38,350.00	124.35	73,366.50	74.25	43,807.50	85.00	50,150.00	155.00	91,450.00	155.00	91,450.00	
7	Catch Basins, Type C, Type 11 Frame & Grate	EACH	8	1,500.00	12,000.00	1,250.00	10,000.00	913.45	7,307.60	1,510.00	12,080.00	1,250.00	10,000.00	1,700.00	13,600.00	1,250.00	10,000.00	
8	Flowable Fill	CU YD	10	300.00	3,000.00	285.00	2,850.00	129.55	1,295.50	325.00	3,250.00	150.00	1,500.00	105.00	1,050.00	150.00	1,500.00	
9	Manholes, Type A, 4'-Dia., Type1 Frame, Closed Lid	EACH	2	4,000.00	8,000.00	1,800.00	3,600.00	2,076.90	4,153.80	1,805.00	3,610.00	2,000.00	4,000.00	1,800.00	3,600.00	3,250.00	6,500.00	
10	Manholes, Type A, 5'-Dia., Type1 Frame, Closed Lid	EACH	5	5,000.00	25,000.00	2,700.00	13,500.00	2,501.95	13,009.75	3,545.00	17,725.00	2,850.00	14,250.00	2,300.00	11,500.00	6,500.00	32,500.00	
11	Manholes, Type A, 6'-Dia., Type1 Frame, Closed Lid	EACH	1	6,000.00	6,000.00	3,500.00	3,500.00	3,557.10	3,557.10	5,490.00	5,490.00	4,500.00	4,500.00	3,400.00	3,400.00	9,500.00	9,500.00	
12	Adjusting Sanitary Sewers, 6"	FOOT	200	60.00	12,000.00	60.00	12,000.00	8.05	1,610.00	39.75	6,750.00	20.00	4,000.00	32.00	6,400.00	5.00	1,000.00	
13	Non-Shear Mission Couplings, 6"	EACH	20	200.00	4,000.00	80.00	1,600.00	11.30	226.00	64.00	1,280.00	100.00	2,000.00	40.00	800.00	40.00	800.00	
14	Frames & Grates to be Adjusted	EACH	11	400.00	4,400.00	650.00	7,150.00	200.05	2,200.55	385.00	4,235.00	300.00	3,300.00	300.00	3,300.00	325.00	3,575.00	
15	Valve Box to be Adjusted	EACH	2	300.00	600.00	225.00	450.00	200.05	400.10	200.00	400.00	25.00	50.00	100.00	200.00	100.00	200.00	
16	Removing Catch Basins	EACH	3	400.00	1,200.00	175.00	525.00	200.05	600.15	300.00	900.00	250.00	750.00	100.00	300.00	150.00	450.00	
17	Removing Inlets	EACH	5	300.00	1,500.00	125.00	625.00	200.05	1,000.25	225.00	1,125.00	100.00	500.00	100.00	500.00	150.00	750.00	
18	Removing Manholes	EACH	4	600.00	2,400.00	400.00	1,600.00	200.05	800.20	300.00	1,200.00	300.00	1,200.00	100.00	400.00	150.00	600.00	
19	Trench Backfill, CA-7	CU YD	2900	42.00	109,200.00	34.00	89,400.00	22.25	57,390.00	40.95	106,470.00	10.00	29,000.00	5.00	13,000.00	12.00	31,200.00	
20	Class D Patches, Type IV, 2"	SQ YD	900	40.00	36,000.00	25.00	22,500.00	26.40	23,760.00	19.35	15,515.00	20.00	18,000.00	18.00	16,200.00	15.00	13,500.00	
21	Combination Curb & Gutter Removal	FOOT	100	10.00	1,000.00	8.00	800.00	13.35	1,335.00	7.00	700.00	5.00	500.00	4.00	400.00	1.00	100.00	
22	Combination Concrete Curb & Gutter, Type B-6-12	FOOT	303	25.00	7,575.00	24.00	7,272.00	39.45	11,953.35	22.00	6,666.00	20.00	6,060.00	24.00	7,272.00	23.00	6,969.00	
23	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	300	6.00	1,800.00	9.00	2,700.00	5.65	1,695.00	10.50	3,150.00	5.00	1,500.00	7.00	2,100.00	5.25	1,575.00	
24	Sidewalk Removal	SQ FT	100	3.00	300.00	3.00	300.00	8.05	805.00	0.75	75.00	2.00	200.00	1.00	100.00	1.00	100.00	
25	Hot-Mix Asphalt Surface Course, Mix "C", NSD, 1-1/2"	TON	270	100.00	27,000.00	105.00	28,350.00	110.70	29,889.00	95.50	26,785.00	90.00	24,300.00	125.00	33,750.00	82.00	22,140.00	
26	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	270	12.00	3,240.00	21.00	5,670.00	21.45	5,791.50	5.25	1,417.50	1.00	270.00	8.00	2,160.00	10.00	2,700.00	
27	Aggregate (Prime Coat)	TON	6	50.00	300.00	2.00	12.00	1.18	6.90	121.00	726.00	1.00	6.00	85.00	510.00	10.00	60.00	
28	Bituminous Materials (Prime Coat)	TON	2	400.00	800.00	2.00	4.00	1.15	2.30	640.00	1,680.00	1.00	2.00	85.00	170.00	425.00	850.00	
29	Thermoplastic Pavement Marking - Line 6"	FOOT	570	0.50	285.00	3.15	1,795.50	6.80	3,876.00	5.50	3,135.00	4.00	2,280.00	3.00	1,710.00	3.00	1,710.00	
30	Thermoplastic Pavement Marking - Line 24"	FOOT	102	2.00	204.00	12.15	1,239.30	8.05	823.10	11.00	1,122.00	20.00	2,040.00	8.00	816.00	12.00	1,224.00	
31	Topsoil Furnish & Place, 4"	SQ YD	500	4.00	2,000.00	5.75	2,875.00	4.55	2,275.00	4.40	2,200.00	4.00	2,000.00	3.00	1,500.00	5.00	2,500.00	
32	Sodding	SQ YD	500	5.00	2,500.00	5.30	2,650.00	4.55	2,275.00	7.35	3,675.00	10.00	5,000.00	6.00	3,000.00	3.00	1,500.00	
33	Traffic Control & Protection	L.SUM	1	2,000.00	2,000.00	2,450.00	2,450.00	3,378.95	3,378.95	7,750.00	7,750.00	50,000.00	50,000.00	500.00	500.00	13,500.00	13,500.00	
34	Construction Layout	L.SUM	1	5,000.00	5,000.00	1,700.00	1,700.00	2,065.00	2,065.00	1,840.00	1,840.00	20,000.00	20,000.00	4,000.00	4,000.00	5,500.00	5,500.00	
35	Insurance Provisions - Complete	L.SUM	1	4,000.00	4,000.00	1,600.00	1,600.00	1,126.35	1,126.35	10,000.00	10,000.00	15,000.00	15,000.00	1,200.00	1,200.00	1,500.00	1,500.00	
36	Class D Patches, Type IV, 4"	SQ YD	500	70.00	35,000.00	38.00	19,000.00	49.35	24,675.00	32.40	16,200.00	34.00	17,000.00	28.00	14,000.00	30.00	15,000.00	
37	Storm Sewers, Type 2, PVC (SDR 26 - ASTM D-2241), 12"	FOOT	307	55.00	16,885.00	38.00	11,666.00	62.50	19,187.50	38.65	11,885.55	60.00	18,420.00	95.00	29,165.00	55.00	16,985.00	
Totals:					448,409.00		337,530.80		357,127.00		358,178.60		358,998.00		359,768.00		364,453.00	
Bid Error Corrections:																		
25	Hot-Mix Asphalt Surface Course, Mix "C", NSD, 1-1/2"											25,785.00						
Corrected Totals ---							337,530.80		357,127.00		358,178.60		358,998.00		359,768.00		364,453.00	
Over / Under ----							-110,878.20		-91,282.00		-60,230.40		-89,411.00		-68,641.00		-83,856.00	
Percent ----							-24.73%		-20.36%		-20.12%		-19.84%		-19.77%		-18.72%	

Date: 2/7/2011

TABULATION OF BIDS

Page 2 Of 4

OWNER: Village of Lemont
 PROJECT DESCRIPTION: Warner Avenue Relief Sewer Extension

PROJECT NO : 09188

BID OPENING: February 4, 2011 @ 10:00 a.m.

Item No	Description	Unit	Quantity	Engineers Estimate		George W. Kennedy Const. 301 W. Grand Lake Blvd. West Chicago, IL 60185 5% Bid Bond		Swallow Construction 4250 Lacey Road Downers Grove, IL 60515 5% Bid Bond		Archon Construction 563 S. Route 53 Addison, IL 60101 5% Bid Bond		MQ Construction 665 Roppolo Lane Elk Grove, IL 60007 5% Bid Bond		Riccio Construction P.O. Box 672 Palos Park, IL 60464 6% Bid Bond		City Construction 3601 Bryn Mawr Ave., #112 Chicago, IL 60631 5% Bid Bond		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Storm Sewers, Type 2, RCCP (O-Ring), 12"	FOOT	92	DELETED														
2	Storm Sewers, Type 2, PVC (O-Ring), 12"	FOOT	215	DELETED														
3	Storm Sewers, Type 2, RCCP (O-Ring), 15"	FOOT	148	55.00	8,140.00	53.00	7,844.00	42.00	6,216.00	39.00	5,786.80	59.00	8,732.00	55.00	8,140.00	64.00	9,472.00	
4	Storm Sewers, Type 2, RCCP (O-Ring), 18"	FOOT	387	65.00	25,155.00	58.00	22,533.00	58.00	22,446.00	40.90	15,828.30	87.00	33,868.00	80.00	30,980.00	94.00	36,378.00	
5	Storm Sewers, Type 2, RCCP (O-Ring), 24"	FOOT	279	75.00	20,925.00	68.00	19,251.00	67.00	18,693.00	55.60	15,512.40	105.00	29,295.00	92.00	25,668.00	94.00	26,228.00	
6	Storm Sewers, Type 3, RCCP (O-Ring), 30"	FOOT	590	100.00	59,000.00	79.00	46,810.00	90.00	53,100.00	67.50	39,825.00	120.00	70,800.00	125.00	73,750.00	127.00	74,930.00	
7	Catch Basins, Type C, Type 11 Frame & Grate	EACH	8	1,500.00	12,000.00	2,000.00	16,000.00	1,350.00	10,800.00	1,050.00	8,475.00	1,500.00	12,750.00	1,635.00	13,080.00	1,889.00	15,112.00	
8	Flowable Fill	CU YD	10	300.00	3,000.00	10.00	100.00	50.00	500.00	107.60	1,076.00	150.00	1,500.00	140.00	1,400.00	280.00	2,800.00	
9	Manholes, Type A, 4'-Dia., Type1 Frame, Closed Lid	EACH	2	4,000.00	8,000.00	2,700.00	5,400.00	2,400.00	4,800.00	2,181.50	4,363.00	1,580.00	3,160.00	2,180.00	4,320.00	2,200.00	4,400.00	
10	Manholes, Type A, 5'-Dia., Type1 Frame, Closed Lid	EACH	5	5,000.00	25,000.00	4,200.00	21,000.00	4,200.00	21,000.00	3,558.80	18,293.00	4,300.00	21,500.00	4,250.00	21,250.00	3,500.00	17,500.00	
11	Manholes, Type A, 6'-Dia., Type1 Frame, Closed Lid	EACH	1	6,000.00	6,000.00	5,700.00	5,700.00	6,200.00	6,200.00	5,599.00	5,599.00	5,599.00	5,599.00	5,875.00	5,900.00	5,900.00	5,100.00	
12	Adjusting Sanitary Sewers, 3"	FOOT	200	60.00	12,000.00	50.00	10,000.00	18.00	3,200.00	41.00	8,200.00	50.00	10,000.00	33.00	6,600.00	83.00	16,600.00	
13	Non-Shear Mission Couplings, 6"	EACH	20	200.00	4,000.00	40.00	800.00	150.00	3,000.00	163.80	3,276.00	300.00	6,000.00	300.00	1,800.00	600.00	1,200.00	
14	Frames & Grates to be Adjusted	EACH	11	400.00	4,400.00	450.00	4,950.00	150.00	1,650.00	339.50	3,734.50	350.00	3,850.00	280.00	3,080.00	400.00	4,400.00	
15	Valve Box to be Adjusted	EACH	2	300.00	600.00	200.00	400.00	35.00	70.00	233.00	466.00	150.00	300.00	250.00	500.00	50.00	100.00	
16	Removing Catch Basins	EACH	3	400.00	1,200.00	350.00	1,050.00	50.00	150.00	781.30	2,373.90	100.00	300.00	400.00	1,200.00	150.00	450.00	
17	Removing Inlets	EACH	5	300.00	1,500.00	100.00	500.00	50.00	250.00	209.60	1,048.00	20.00	100.00	100.00	500.00	100.00	500.00	
18	Removing Manholes	EACH	4	500.00	2,000.00	350.00	1,400.00	50.00	200.00	544.00	2,176.00	100.00	400.00	300.00	1,200.00	350.00	1,400.00	
19	Trench Backfill, CA-7	CU YD	2600	42.00	109,200.00	28.00	72,800.00	40.00	104,000.00	45.70	118,820.00	22.00	57,200.00	29.00	75,400.00	25.00	67,600.00	
20	Class D Patches, Type IV, 2"	SQ YD	900	40.00	36,000.00	28.00	23,400.00	16.00	14,400.00	13.30	11,970.00	28.00	25,200.00	28.00	23,400.00	17.00	15,300.00	
21	Combination Curb & Gutter Removal	FOOT	100	10.00	1,000.00	7.00	700.00	5.00	500.00	3.30	330.00	5.00	500.00	6.00	600.00	5.00	500.00	
22	Combination Concrete Curb & Gutter, Type B-8.12	FOOT	303	25.00	7,575.00	27.00	8,191.00	23.00	6,999.00	32.20	9,756.60	18.00	5,454.00	26.00	7,878.00	18.00	5,454.00	
23	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	300	6.00	1,800.00	6.00	1,800.00	8.00	2,400.00	11.50	3,450.00	7.00	2,100.00	6.00	1,800.00	7.00	2,100.00	
24	Sidewalk Removal	SQ FT	100	3.00	300.00	1.00	100.00	3.00	300.00	1.60	160.00	5.00	500.00	3.00	300.00	2.00	200.00	
25	Hot-Mix Asphalt Surface Course, Mix "C", N50, 1-1/2"	TON	270	100.00	27,000.00	105.00	28,350.00	65.00	17,550.00	108.30	29,241.00	78.50	21,195.00	85.00	22,950.00	92.00	24,840.00	
26	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	270	12.00	3,240.00	20.00	5,400.00	22.00	5,940.00	5.80	1,566.00	14.00	3,780.00	12.00	3,240.00	6.30	1,701.00	
27	Aggregate (Prime Coat)	TON	6	50.00	300.00	1.00	6.00	1.50	9.00	132.30	793.80	1.00	6.00	72.00	78.00	468.00		
28	Bituminous Materials (Prime Coat)	TON	2	400.00	800.00	1.00	2.00	1.50	3.00	920.00	1,840.00	1.00	2.00	437.00	874.00	660.00	1,320.00	
29	Thermoplastic Pavement Marking - Line 6"	FOOT	570	0.50	285.00	3.00	1,710.00	4.50	2,565.00	4.50	2,565.00	3.00	1,710.00	3.00	1,710.00	3.00	1,710.00	
30	Thermoplastic Pavement Marking - Line 24"	FOOT	102	2.00	204.00	5.00	510.00	17.00	1,734.00	17.90	1,825.80	15.00	1,530.00	14.00	1,428.00	13.00	1,326.00	
31	Topsoil Furnish & Place, 4"	SQ YD	500	4.00	2,000.00	3.00	1,500.00	12.00	6,000.00	7.20	3,600.00	3.00	1,500.00	3.00	1,500.00	3.00	1,500.00	
32	Sodding	SQ YD	500	5.00	2,500.00	8.00	4,000.00	10.00	5,000.00	7.80	3,900.00	7.00	3,500.00	5.00	2,500.00	8.00	4,000.00	
33	Traffic Control & Protection	L SUM	1	2,000.00	2,000.00	7,500.00	7,500.00	8,000.00	8,000.00	12,301.50	12,301.50	3,500.00	3,500.00	7,000.00	7,000.00	2,700.00	2,700.00	
34	Construction Layout	L SUM	1	5,000.00	5,000.00	2,500.00	2,500.00	5,000.00	5,000.00	2,070.00	2,070.00	800.00	800.00	1,800.00	1,800.00	1,800.00	1,800.00	
35	Insurance Provisions - Complete	L SUM	1	4,000.00	4,000.00	4,000.00	4,000.00	2,084.00	2,084.00	1,908.60	1,908.60	1.00	2,900.00	2,900.00	900.00	900.00	9,000.00	
36	Class D Patches, Type IV, 4"	SQ YD	500	70.00	35,000.00	48.00	23,000.00	32.00	16,000.00	24.50	12,250.00	43.00	21,500.00	42.00	21,000.00	38.50	19,250.00	
37	Storm Sewers, Type 2, PVC (SDR 26 - ASTM D-2241), 12"	FOOT	307	55.00	16,885.00	54.00	16,578.00	53.00	16,271.00	47.40	14,551.80	43.00	13,201.00	44.00	13,508.00	46.87	14,389.09	
Totals:					448,409.00		364,875.00		387,000.00		369,200.00		372,200.00		388,808.00		392,316.09	
Bid Error Corrections:																		
Corrected Totals ---							364,875.00		367,000.00		369,200.00		372,200.00		388,808.00		392,316.09	
Over / Under ----							-83,534.00		-81,408.00		-79,209.00		-78,208.00		-58,601.00		-58,082.91	
Percent ----							-18.63%		-18.16%		-17.66%		-17.00%		-13.29%		-12.51%	

OWNER: Village of Lemont
 PROJECT DESCRIPTION: Warner Avenue Relief Sewer Extension

PROJECT NO: 09188

BID OPENING: February 4, 2011 @ 10:00 a.m.

Item No	Description	Unit	Quantity	Engineers Estimate		Unique Plumbing 9408 W. 47th Street Brookfield, IL 60513 5% Bid Bond		Martam Construction 1200 Gasket Drive Elgin, IL 60120 5% Bid Bond		Copenhaver Construction 121 Center Drive Gibberts, IL 60136 5% Bid Bond		Trine Construction 27W364 North Avenue West Chicago, IL 60185 5% Bid Bond		P.T. Ferro Construction P.O. Box 156 Joliet, IL 60434 5% Bid Bond		Knowles Construction 900 Country Creek Drive New Lenox, IL 60451 5% Bid Bond		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
1	Storm Sewers, Type 2, RCCP (O-Ring), 12"	FOOT	92	DELETED														
2	Storm Sewers, Type 2, PVC (O-Ring), 12"	FOOT	215	DELETED														
3	Storm Sewers, Type 2, RCCP (O-Ring), 15"	FOOT	148	55.00	8,140.00	58.75	8,895.00	48.00	7,104.00	32.00	4,738.00	66.40	9,827.20	38.00	5,624.00	44.00	6,512.00	
4	Storm Sewers, Type 2, RCCP (O-Ring), 18"	FOOT	387	65.00	25,155.00	54.30	21,014.10	50.00	19,250.00	35.00	13,545.00	68.80	26,548.20	68.00	26,316.00	57.00	22,059.00	
5	Storm Sewers, Type 2, RCCP (O-Ring), 24"	FOOT	278	75.00	20,925.00	75.40	21,036.60	56.00	15,624.00	40.00	11,160.00	78.40	21,873.60	70.00	19,530.00	83.00	23,157.00	
6	Storm Sewers, Type 3, RCCP (O-Ring), 30"	FOOT	690	100.00	69,000.00	92.00	64,280.00	112.00	68,080.00	90.00	63,100.00	98.30	67,997.00	140.00	82,600.00	106.00	62,540.00	
7	Catch Basins, Type C, Type 11 Frame & Grate	EACH	8	1,500.00	12,000.00	1,350.00	10,800.00	1,000.00	8,000.00	2,800.00	22,400.00	1,784.25	14,274.00	2,250.00	18,000.00	2,456.00	19,648.00	
8	Flowable Fill	CU YD	10	300.00	3,000.00	200.00	2,000.00	108.00	1,080.00	200.00	2,000.00	442.00	4,420.00	300.00	3,000.00	176.00	1,760.00	
9	Manholes, Type A, 4'-Dia., Type1 Frame, Closed Lid	EACH	2	4,000.00	8,000.00	2,600.00	5,200.00	3,000.00	6,000.00	3,500.00	7,000.00	2,382.70	4,765.40	4,700.00	2,350.00	4,670.00		
10	Manholes, Type A, 5'-Dia., Type1 Frame, Closed Lid	EACH	6	5,000.00	25,000.00	4,400.00	22,000.00	4,400.00	22,000.00	4,000.00	20,000.00	3,697.25	18,482.25	3,850.00	19,250.00	4617.00	22,085.00	
11	Manholes, Type A, 6'-Dia., Type1 Frame, Closed Lid	EACH	1	8,000.00	8,000.00	5,000.00	5,000.00	3,300.00	3,300.00	5,000.00	5,000.00	5,686.50	5,686.50	5,500.00	5,500.00	6,988.00	6,988.00	
12	Adjusting Sanitary Sewers, 6"	FOOT	200	60.00	12,000.00	30.00	6,000.00	25.00	5,000.00	35.00	7,000.00	16.45	3,289.00	120.00	24,000.00	85.00	17,000.00	
13	Non-Shear Mission Couplings, 6"	EACH	20	200.00	4,000.00	70.00	1,400.00	100.00	2,000.00	80.00	1,600.00	43.75	875.00	250.00	5,000.00	50.00	1,000.00	
14	Frames & Grates to be Adjusted	EACH	11	400.00	4,400.00	300.00	3,300.00	350.00	3,850.00	200.00	2,200.00	771.90	8,490.90	400.00	4,400.00	635.00	6,985.00	
15	Valve Box to be Adjusted	EACH	2	300.00	600.00	300.00	600.00	150.00	300.00	500.00	1,000.00	320.15	640.30	250.00	500.00	400.00	800.00	
16	Removing Catch Basins	EACH	3	400.00	1,200.00	400.00	1,200.00	250.00	750.00	300.00	900.00	134.55	403.65	250.00	750.00	200.00	600.00	
17	Removing Inlets	EACH	5	300.00	1,500.00	200.00	1,000.00	100.00	500.00	200.00	1,000.00	81.75	408.75	225.00	1,125.00	200.00	1,000.00	
18	Removing Manholes	EACH	4	600.00	2,400.00	600.00	2,400.00	250.00	1,000.00	400.00	1,600.00	114.75	459.00	325.00	1,300.00	500.00	2,000.00	
19	Trench Backfill, CA-7	CU YD	2600	42.00	109,200.00	38.00	88,800.00	35.00	91,000.00	32.00	83,200.00	40.50	105,300.00	30.00	78,000.00	43.00	111,800.00	
20	Class D Patches, Type IV, 2"	SQ YD	900	40.00	36,000.00	16.50	23,100.00	18.00	16,200.00	30.00	27,000.00	33.00	29,700.00	25.00	22,500.00	32.50	29,250.00	
21	Combination Curb & Gutter Removal	FOOT	100	10.00	1,000.00	8.00	800.00	10.00	1,000.00	8.00	800.00	3.25	324.80	8.00	800.00	18.80	1,880.00	
22	Combination Concrete Curb & Gutter, Type B-6,12	FOOT	303	25.00	7,575.00	25.00	7,575.00	20.00	6,060.00	18.00	5,454.00	24.55	7,499.25	40.00	12,120.00	22.30	6,756.90	
23	Portland Cement Concrete Sidewalk, 5 inch	SQ FT	300	5.00	1,500.00	6.50	1,950.00	6.00	1,800.00	8.00	2,400.00	5.80	1,740.00	12.00	3,600.00	3.55	2,865.00	
24	Sidewalk Removal	SQ FT	100	3.00	300.00	5.00	500.00	2.00	200.00	3.00	300.00	2.25	225.00	1.50	150.00	3.50	350.00	
25	Hot-Mix Asphalt Surface Course, Mix "C", N50, 1-1/2"	TON	270	100.00	27,000.00	90.00	24,300.00	90.00	24,300.00	110.00	29,700.00	115.50	31,185.00	100.00	27,000.00	89.50	26,865.00	
26	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	270	12.00	3,240.00	11.00	2,970.00	18.00	4,860.00	20.00	5,400.00	14.30	3,861.00	0.01	2.70	19.25	5,197.50	
27	Aggregate (Prime Coat)	TON	6	50.00	300.00	11.00	66.00	28.00	168.00	50.00	300.00	41.10	246.60	0.01	6.00	1.00	60.00	
28	Bituminous Materials (Prime Coat)	TON	2	400.00	800.00	450.00	900.00	265.00	530.00	200.00	400.00	1,014.20	2,028.40	0.01	2.00	1.00	2.00	
29	Thermoplastic Pavement Marking - Line 6"	FOOT	570	0.50	285.00	3.30	1,881.00	0.70	399.00	1.75	997.50	3.30	1,881.00	2.95	1,681.50	3.15	1,795.50	
30	Thermoplastic Pavement Marking - Line 24"	FOOT	102	2.00	204.00	13.00	1,326.00	2.50	255.00	5.00	510.00	13.20	1,346.40	11.80	1,203.60	12.55	1,280.10	
31	Topsoil Furnish & Place, 4"	SQ YD	500	4.00	2,000.00	4.80	2,400.00	3.00	1,500.00	5.00	2,500.00	2.00	1,000.00	2.95	1,475.00	3.60	1,800.00	
32	Sodding	SQ YD	500	5.00	2,500.00	8.50	4,250.00	10.00	5,000.00	7.00	3,500.00	7.05	3,525.00	4.50	2,250.00	7.50	3,750.00	
33	Traffic Control & Protection	L SUM	1	2,000.00	2,000.00	15,000.00	15,000.00	40,000.00	40,000.00	40,000.00	40,000.00	13,204.80	13,204.80	2,355.00	2,355.00	11,000.00	11,000.00	
34	Construction Layout	L SUM	1	5,000.00	5,000.00	1,850.00	1,850.00	5,000.00	5,000.00	10,000.00	10,000.00	2,116.80	2,116.80	5,000.00	5,000.00	3,950.00	3,950.00	
35	Insurance Provisions - Complete	L SUM	1	4,000.00	4,000.00	3,000.00	3,000.00	2,800.00	2,800.00	5,000.00	5,000.00	1,831.20	1,831.20	1,250.00	1,250.00	1,000.00	1,000.00	
36	Class D Patches, Type IV, 4"	SQ YD	500	70.00	35,000.00	45.00	22,500.00	33.00	16,500.00	50.00	25,000.00	38.50	19,250.00	40.00	20,000.00	53.00	26,500.00	
37	Storm Sewers, Type 2, PVC (SDR 26 - ASTM D-2241), 12"	FOOT	307	55.00	16,885.00	80.00	24,560.00	57.00	17,499.00	48.00	14,736.00	38.50	11,819.50	52.00	15,964.00	70.00	21,430.00	
Totals:					448,409.00		403,353.70		397,009.00		411,438.50		416,629.50		416,946.88		457,592.00	
Bid Error Corrections:																		
11	Manholes, Type A, 6'-Dia., Type1 Frame, Closed Lid												5,686.50					
12	Adjusting Sanitary Sewers, 6"												3,289.00					
20	Class D Patches, Type IV, 2"						14,850.00											
21	Combination Curb & Gutter Removal												325.00					
22	Combination Concrete Curb & Gutter, Type B-6,12												7,499.25					
Totals:							385,103.70		397,009.00		411,438.50		416,570.10		416,946.88		457,592.00	
Corrected Totals ---							385,103.70		397,009.00		411,438.50		416,570.10		416,946.88		457,592.00	
Over / Under ----							-9,305.30		-1,400.00		-36,970.50		-31,858.90		-31,858.12		9,183.00	
Percent ----							-11.89%		-11.46%		-8.24%		-7.10%		-7.02%		2.05%	

TABULATION OF BIDS

OWNER: Village of Lemont
 PROJECT DESCRIPTION: Warner Avenue Relief Sewer Extension

PROJECT NO: 09188

BID OPENING: February 4, 2011 @ 10:00 a.m.

Item No	Description	Unit	Quantity	Engineers Estimate		Naperville Excavating 1805 High Grove Lane Naperville, IL 60540 \$25,000 Cashier's Check		Bisping Construction P.O. Box 654 New Lenox, IL 60451 5% Bid Bond		J. Russ and Company 16151 Rankin Drive Lockport, IL 60441 5% Bid Bond		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount							
1	Storm Sewers, Type 2, RCCP (O-Ring), 12"	FOOT	92	DELETED														
2	Storm Sewers, Type 2, PVC (C-900), 42"	FOOT	215	DELETED														
3	Storm Sewers, Type 2, RCCP (O-Ring), 15"	FOOT	148	65.00	8,140.00	40.00	5,920.00	105.00	15,540.00	61.00	9,028.00		0.00		0.00			0.00
4	Storm Sewers, Type 2, RCCP (O-Ring), 18"	FOOT	387	65.00	25,165.00	43.00	16,641.00	120.00	46,440.00	111.00	42,957.00		0.00		0.00			0.00
5	Storm Sewers, Type 2, RCCP (O-Ring), 24"	FOOT	279	75.00	20,925.00	61.00	14,229.00	125.00	34,875.00	114.00	31,806.00		0.00		0.00			0.00
6	Storm Sewers, Type 3, RCCP (O-Ring), 30"	FOOT	590	100.00	59,000.00	109.00	64,310.00	130.00	78,700.00	140.00	82,800.00		0.00		0.00			0.00
7	Catch Basins, Type C, Type 11 Frame & Grate	EACH	8	1,500.00	12,000.00	1,400.00	11,200.00	800.00	6,400.00	1,490.00	11,800.00		0.00		0.00			0.00
8	Flowable Fill	CU YD	10	300.00	3,000.00	175.00	1,750.00	300.00	3,000.00	100.00	1,000.00		0.00		0.00			0.00
9	Manholes, Type A, 4'-Dia., Type1 Frame, Closed Lid	EACH	2	4,000.00	8,000.00	2,000.00	4,000.00	900.00	1,800.00	2,300.00	4,600.00		0.00		0.00			0.00
10	Manholes, Type A, 5'-Dia., Type1 Frame, Closed Lid	EACH	5	5,000.00	25,000.00	3,300.00	16,500.00	1,625.00	8,125.00	3,507.00	17,535.00		0.00		0.00			0.00
11	Manholes, Type A, 5'-Dia., Type1 Frame, Closed Lid	EACH	1	6,000.00	6,000.00	4,725.00	4,725.00	2,500.00	2,500.00	6,500.00	6,500.00		0.00		0.00			0.00
12	Adjusting Sanitary Sewers, 6"	FOOT	200	60.00	12,000.00	60.00	12,000.00	75.00	15,000.00	80.00	16,000.00		0.00		0.00			0.00
13	Non-Shear Mission Couplings, 6"	EACH	20	200.00	4,000.00	100.00	2,000.00	50.00	1,000.00	100.00	2,000.00		0.00		0.00			0.00
14	Frames & Grates to be Adjusted	EACH	11	400.00	4,400.00	300.00	3,300.00	200.00	2,200.00	350.00	3,850.00		0.00		0.00			0.00
15	Valve Box to be Adjusted	EACH	2	300.00	600.00	150.00	300.00	100.00	200.00	350.00	700.00		0.00		0.00			0.00
16	Removing Catch Basins	EACH	3	400.00	1,200.00	780.00	2,340.00	100.00	300.00	150.00	450.00		0.00		0.00			0.00
17	Removing Inlets	EACH	5	300.00	1,500.00	625.00	3,125.00	100.00	500.00	100.00	500.00		0.00		0.00			0.00
18	Removing Manholes	EACH	4	600.00	2,400.00	780.00	3,120.00	100.00	400.00	200.00	800.00		0.00		0.00			0.00
19	Trench Backfill, CA-7	CU YD	2600	42.00	109,200.00	55.00	143,000.00	30.00	78,000.00	30.00	78,000.00		0.00		0.00			0.00
20	Class D Patches, Type IV, 2"	SQ YD	900	40.00	36,000.00	20.00	18,000.00	20.00	18,000.00	26.00	23,400.00		0.00		0.00			0.00
21	Combination Curb & Gutter Removal	FOOT	100	10.00	1,000.00	10.00	1,000.00	5.00	500.00	6.00	600.00		0.00		0.00			0.00
22	Combination Concrete Curb & Gutter, Type B-6.12	FOOT	303	25.00	7,575.00	27.00	8,181.00	10.00	3,030.00	18.00	5,457.00		0.00		0.00			0.00
23	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	300	6.00	1,800.00	13.00	3,900.00	6.00	1,800.00	8.80	2,640.00		0.00		0.00			0.00
24	Sidewalk Removal	SQ FT	100	3.00	300.00	5.00	500.00	2.00	200.00	3.00	300.00		0.00		0.00			0.00
25	Hot-Mix Asphalt Surface Course, Mix "C", N50, 1-1/2"	TON	270	100.00	27,000.00	105.00	28,350.00	130.00	35,100.00	140.00	37,800.00		0.00		0.00			0.00
26	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	270	12.00	3,240.00	6.00	1,620.00	25.00	6,750.00	25.00	6,750.00		0.00		0.00			0.00
27	Aggregate (Prime Coat)	TON	6	50.00	300.00	133.00	798.00	100.00	600.00	38.00	228.00		0.00		0.00			0.00
28	Shurinous Materials (Prime Coat)	TON	2	400.00	800.00	920.00	1,840.00	100.00	200.00	950.00	1,900.00		0.00		0.00			0.00
29	Thermoplastic Pavement Marking - Line 6"	FOOT	670	0.50	285.00	2.25	1,282.50	4.00	2,280.00	3.25	1,892.50		0.00		0.00			0.00
30	Thermoplastic Pavement Marking - Line 24"	FOOT	102	2.00	204.00	5.00	510.00	8.00	816.00	13.00	1,326.00		0.00		0.00			0.00
31	Topsoil Furnish & Place, 4"	SQ YD	500	4.00	2,000.00	11.50	5,750.00	5.00	2,500.00	8.00	3,000.00		0.00		0.00			0.00
32	Sodding	SQ YD	500	5.00	2,500.00	13.00	6,500.00	5.00	2,500.00	5.11	2,555.00		0.00		0.00			0.00
33	Traffic Control & Protection	L SUM	1	2,000.00	2,000.00	25,000.00	25,000.00	3,500.00	3,500.00	40,000.00	40,000.00		0.00		0.00			0.00
34	Construction Layout	L SUM	1	5,000.00	5,000.00	10,000.00	10,000.00	12,000.00	12,000.00	4,000.00	4,000.00		0.00		0.00			0.00
35	Insurance Provisions - Complete	L SUM	1	4,000.00	4,000.00	2,875.00	2,875.00	8,000.00	8,000.00	2,000.00	2,000.00		0.00		0.00			0.00
36	Class D Patches, Type IV, 4"	SQ YD	500	70.00	35,000.00	28.00	14,000.00	50.00	25,000.00	41.00	20,500.00		0.00		0.00			0.00
37	Storm Sewers, Type 2, PVC (SDR 26 - ASTM D-2241), 12"	FOOT	307	55.00	16,885.00	84.00	25,788.00	200.00	61,400.00	93.00	28,551.00		0.00		0.00			0.00
Totals:					448,409.00		464,354.50		478,656.00		493,065.50		0.00		0.00			0.00
Bid Error Corrections:																		
Corrected Totals ---							464,354.50		478,656.00		493,065.50		0.00		0.00			0.00
Over / Under ----							15,945.50		30,247.00		44,676.50		0.00		0.00			0.00
Percent ----							3.56%		6.75%		9.96%		0.00%		0.00%			0.00%



Village of Lemont
Community Development Department

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

TO: Mayor Brian K. Reaves #007-11
Village Board of Trustees

FROM: James A. Brown, Community Development Director

THRU

SUBJECT: **Objection (2nd) to Application for Unique Use at 1361 State Street**

DATE: 19 January 2011

Background

On January 31st I testified before the Cook County Zoning Board of Appeals, stating the Village's objection to the application for a unique use of an ethnic delicatessen at 1361 State Street.

I was informed by the secretary of the ZBA that the Village's resolution objecting to the application was invalid since it was approved prior to the public hearing. Formal objections must be submitted to the ZBA within 30 days following the public hearing.

Therefore this item is once again on the Board's agenda. The attached resolution has been slightly updated to reflect some testimony from the hearing. Note that the applicant intends to apply to the County for a license to sell packaged liquor.

Attachment

Resolution

VILLAGE OF LEMONT
RESOLUTION NO. _____

**RESOLUTION OF OBJECTION FOR THE RECORD OF THE COOK COUNTY ZONING
BOARD OF APPEALS REGARDING A REQUEST FOR A SPECIAL USE FOR A UNIQUE USE
TO ALLOW AN ETHNIC DELICATESSEN AT 1361 STATE STREET, LEMONT**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF FEBRUARY, 2011**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Cook, Will, and DuPage Counties,
Illinois, on this 14th day of February, 2011**

RESOLUTION NO. _____

RESOLUTION OF OBJECTION FOR THE RECORD TO THE COOK COUNTY ZONING BOARD OF APPEALS REGARDING A REQUEST FOR A SPECIAL USE FOR A UNIQUE USE TO ALLOW AN ETHNIC DELICATESSEN AT 1361 STATE STREET, LEMONT

WHEREAS, the Village of Lemont is a zoned municipality adjacent to the property that is located at 1361 State Street, Lemont, and the subject of the request for a special use as a unique use for an ethnic delicatessen before the Cook County Zoning Board of Appeals, and

WHEREAS, the entire boundary of the subject property is within 1-1/2 miles of the corporate limits of the Village of Lemont; and

WHEREAS, both the elected officials and staff of the Village of Lemont have considered the application for the special use; and

WHEREAS, the Village of Lemont has reviewed the standards upon which the Zoning Board of Appeals is required to base its findings for a recommendation for a special use as a unique use; and

WHEREAS, the Cook County zoning regulations contain standards and criteria for a unique use:

9.8.A Purpose. Applications for a unique use of property may be granted in accordance with this section for a use which is not expressly enumerated as a permitted, special, temporary or accessory use or not provided for, considered or contemplated at the adaption of this ordinance.

- The Cook County Zoning regulations contain at least two commercial districts where delicatessens are expressly enumerated as a permitted use: the C-1 Restricted Business District and the C-4 General Commercial District (Article 5)

9.8.B.2 Proof of a special and extraordinary need for the unique use including proof of unique characteristics of the subject property, proposed use and surrounding neighborhood.

- There is neither a special nor extraordinary need for an ethnic delicatessen—three are already four ethnic delicatessens located within the Village of Lemont as well as other delicatessens not generally considered ethnic in nature.
- There is nothing unique about the subject property—it is rectangular in shape, flat, and occupied by a small frame building formerly occupied by a church
- There is nothing unique about the surrounding neighborhood—adjacent land uses are wooded, vacant lots and single-family homes. Commercial uses are located approximately one-quarter mile to the north and south of the subject property

9.8.B.3 Proof that the unique use will be an affirmative benefit to the surrounding properties and neighborhood from a land use and economic standpoint.

- The Village of Lemont has historically been greatly concerned about community character and the appearance of commercial properties within and adjacent to the municipality. For

building, along property lines abutting residential zoning). Moreover, said Unified Development Ordinance also contains commercial design standards for all commercial properties in the Village (e.g., exterior materials, pedestrian features, entrances). The Village also has specific standards for signage and stormwater management. The properties that are adjacent to and near the subject property benefit from the Village's high standards for landscaping, appearance, signage, and oversight of stormwater management. The granting of a unique use will allow the intrusion of a commercial use that does not meet these standards and thus would not be an affirmative benefit to the surrounding properties and neighborhood.

- The applicant submitted an exhibit showing a renovated building exterior of masonry, there is no guarantee that such a renovation will occur. The applicant may subsequently choose to alter the external appearance of the building to something that would normally not be acceptable to the Village of Lemont
- Municipal sewer and water is readily available across State Street. There is no reason to have the proposed use rely on well and septic systems.

NOW THEREFORE BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Lemont that the Village of Lemont objects to the request for a Special Use for a Unique Use under the terms of the Zoning Ordinance of Cook County and that the unique use will violate the Cook County zoning provisions for a unique use.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 14th day of February, 2011.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

from: James L. Cainkar, P.E., P.L.S., Acting Village Engineer

subject: Resolution Authorizing Submittal of the
Subrecipient Application Form to Cook County for the
2011 Community Development Block Grant Program (CBDG)

date: February 9, 2011

BACKGROUND

The County of Cook annually receives a distribution of Federal Funds for its use in funding capital improvements and social programs. These funds are eligible to be used in areas of the County that have census tracts that exceed a 49% low-to-moderate income level. (Communities over 50,000 population and others that have "opted out" of the County Program are not included.) The 2000 Census indicated that there is one (1) area of the Village that qualifies for CDGB funds with a 56.2% level. Any areas between the 49% and 51% level may submit for above-ground projects only (sidewalks, street lighting, street resurfacing, etc.). Areas that exceed the 51% level are allowed to submit for capital projects that include water main and sewer replacement (underground utility projects). The Village is applying for the funding of one (1) water main replacement project on McCarthy Road, from Holmes Street to Grant Street. The completed draft Subrecipient Application will be available for review prior to the Village Board Meeting.

Next year, the new 2010 Census results will be used to determine qualifying areas and project eligibility.

PROS/CONS/ALTERNATIVES

Approval of the Resolution will authorize the submittal of the application to Cook County, which will allow the Village the opportunity for receiving grant funds.

RECOMMENDATION

I recommend passing the Resolution approving of the submission of Subrecipient Application Form to Cook County for the 2011 Community Development Block Grant Program (CDBG).

ATTACHMENTS

- Resolution and Clerk's Certificate
- Location Map

VILLAGE BOARD ACTION REQUIRED

Passing of Resolution approving of the submission of the Subrecipient Application Form to Cook County for the 2011 Community Development Block Grant Program (CDBG).

STATE OF ILLINOIS }
COUNTY OF COOK } SS

CLERK'S CERTIFICATE

I, **CHARLENE M. SMOLLEN**, the duly appointed, qualified and acting Village Clerk of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, **DO HEREBY CERTIFY** that attached hereto is a true and correct copy of the Resolution _____ now on file in my office entitled:

A RESOLUTION EXPRESSING THE VILLAGE'S DESIRE TO PARTICIPATE IN PUBLIC WORKS PROJECTS PURSUANT TO THE COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

which Resolution was passed by the Board of Trustees of the Village of Lemont at a meeting held on the 14th day of **February, 2011**, at which meeting a quorum was present, and approved by the Mayor of the Village of Lemont on the this 14th day of **February, 2011**.

I FURTHER CERTIFY that a fully executed original copy of said Resolution was duly filed in the office of the Clerk on February 14, 2011 and that attached hereto is a copy of said Resolution. That the original Resolution is entrusted to my care for safekeeping and that I am the lawful keeper of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Lemont, this 14th day of **February, 2011**.

Charlene M. Smollen, Village Clerk

(S E A L)

VILLAGE OF LEMONT

RESOLUTION

NO. _____

A RESOLUTION EXPRESSING THE VILLAGE'S DESIRE TO PARTICIPATE IN PUBLIC WORKS PROJECTS PURSUANT TO THE COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Cook County, as the Grantee of Federal Funds, has instituted a program known as the Community Development Block Grant Program in order to implement the distribution of said funds through the United States Department of Housing and Urban Development; and,

WHEREAS, application for funds for the 2011 Program Year commencing October 1, 2011, and ending September 30, 2012, are presently being accepted by Cook County as Grantee; and,

WHEREAS, the Village of Lemont is desirous of participating for the specific purpose of the following Public Works projects for Program Year 2011;

Section 1: That a request is hereby made to the County of Cook, Illinois, for Community Development Block Grant ("CDBG") funds for Program Year 2011 in the amount of \$100,000.00 for the projects hereinbefore listed.

PRIORITY NO. 1

McCarthy Road Water Main Replacement

The replacement of 500-feet of existing 4-inch water main with a new 10-inch ductile iron water main, on McCarthy Road, from Holmes Street to Grant Street.

(Area 8240-01 - BG-3, 56.2%)..... \$125,000.00

Engineering & Material Testing Cost..... 25,000.00

Sub-Total..... \$150,000.00

Village of Lemont Share 50,000.00

CDBG Funds requested as identified in the Village's CDBG Program Year 2011 Application..... \$100,000.00

Section 2: That the Mayor of the Village of Lemont is hereby authorized to certify that local funds which have been identified as supporting its projects as set out within its application will be made available upon the approval for the projects by the County of Cook, Illinois, or pro-rated share thereof.

Section 3: That the Village Mayor and Village Clerk are hereby authorized to sign the application and various forms contained herein; make all required submissions; and do all things necessary to make application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Village Clerk.

Section 4: That the Village has published a notice of two (2) separate Public Hearings held on January 19, 2011, and February 8, 2011, respectively, to elicit comments from the public and to describe the program to the public. The Village will comply with any and all other requirements of notice, reporting, maintenance, or any other obligation as may be set forth under existing rules and regulations of the Community Development Block Grant Program.

Section 5: This Resolution shall be in full force and effect from and after its passage and approval as provided by Law.

PASSED this 14th day of February, 2011 by roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 14th day of February, 2011.

VILLAGE OF LEMONT

By:

Brian K. Reaves, Mayor

ATTEST:

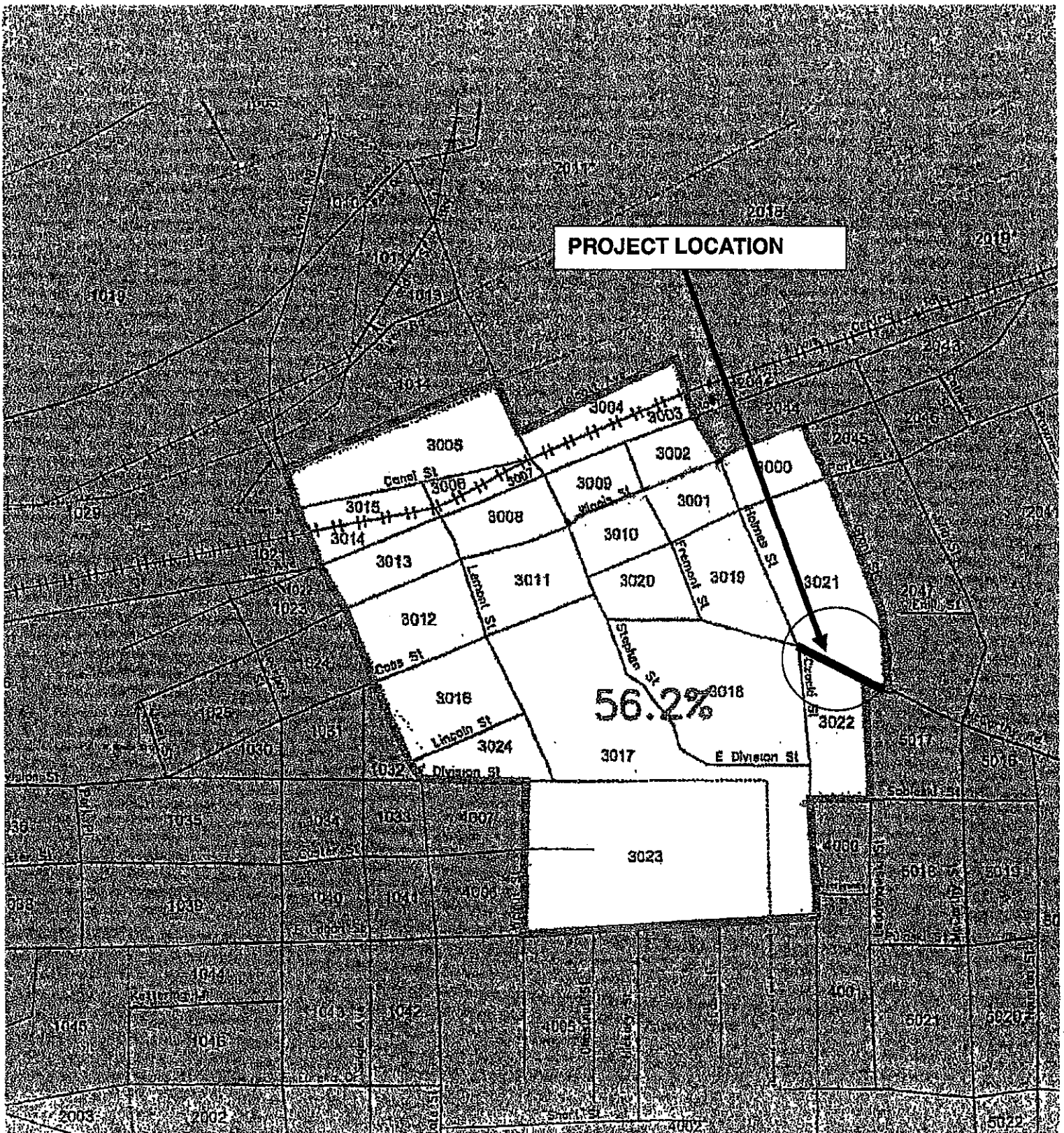
By:

Charlene M. Smollen, Clerk

(SEAL)

VILLAGE OF LEMONT
2011 CBDG PROGRAM

PRIORITY #1
MCCARTHY ROAD WATER MAIN REPLACEMENT
HOLMES STREET TO GRANT STREET





Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #006-11
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Lemont Agency of Record for Tourism

DATE: January 26, 2011

SUMMARY

Attached is a resolution naming the Heritage Corridor Convention and Visitors Bureau as the Village's agency of record for tourism. This resolution is required for the Heritage Corridor Convention and Visitors Bureau to retain its state grant funding eligibility. The attached resolution will be effective from July 1, 2011 to June 30, 2012.

BOARD ACTION

Vote on the attached resolution. A simple majority is required for approval.

ATTACHMENTS

1. Resolution selecting the I&M Canal National Heritage Corridor Convention & Visitors Bureau as Lemont's agency of record for tourism promotions for the period July 1, 2011 through June 30, 2012.

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION SELECTING THE I&M CANAL NATIONAL HERITAGE
CORRIDOR CONVENTION & VISITORS BUREAU AS LEMONT'S AGENCY
OF RECORD FOR TOURISM PROMOTIONS FOR THE PERIOD JULY 1, 2011
THROUGH JUNE 30, 2012**

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 14th day of February, 2011.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 14th day of
February, 2011.**

RESOLUTION NO. _____

**A RESOLUTION SELECTING THE I&M CANAL NATIONAL HERITAGE
CORRIDOR CONVENTION & VISITORS BUREAU AS LEMONT'S AGENCY OF
RECORD FOR TOURISM PROMOTIONS FOR THE PERIOD JULY 1, 2011 THROUGH
JUNE 30, 2012**

WHEREAS, Lemont seeks to affiliate itself with a regional tourism and convention bureau to assist in the promotion and advertising of the community; and

WHEREAS, such affiliation will encourage further retail, commercial, and business success in the downtown area and community as a whole.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the Village of Lemont selects the I&M Canal National Heritage Corridor Convention & Visitors Bureau as the agency of record for tourism promotions.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE AND WILL,
ILLINOIS, ON THIS 14th DAY OF FEBRUARY, 2011.**

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

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Village Board

Agenda Memorandum

Item

to: Mayor & Village Board

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

subject: Resolution Accepting IDOT Audit Report - January 1, 2008 - December 31, 2009

date: February 8, 2011

BACKGROUND/HISTORY

The attached Resolution is a housekeeping item, accepting IDOT Audit Report No 56 of Motor Fuel Tax funds received and disbursed January 1, 2008 through December 31, 2009. Since the audit must be retained as a permanent record, it can be easily tracked with a Resolution.

RECOMMENDATION

Staff recommends approval of the attached resolution.

ATTACHMENTS

1. Resolution Accepting IDOT Audit Report No. 56 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2008 through December 31, 2009.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Vote on the attached Resolution.

RESOLUTION _____

**RESOLUTION ACCEPTING IDOT AUDIT REPORT NO. 56
OF MOTOR FUEL TAX FUNDS RECEIVED AND
DISBURSED BY THE VILLAGE OF LEMONT
FOR THE PERIOD JANUARY 1, 2008 - DECEMBER 31, 2009**

WHEREAS, the Village of Lemont has received Audit Report No. 56 from the Illinois Department of Transportation as the official record of the receipt and disbursement of Motor Fuel Tax Funds for the period January 1, 2008 through December 31, 2009; and

WHEREAS, Audit No. 56 attached hereto as Exhibit A will be retained by the Village of Lemont as a permanent record.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees as follows:

- Section 1: This Resolution shall become effective upon passage, approval and publication in the manner provided by law.
- Section 2: All Resolutions or parts of Resolutions inconsistent with this Resolution are hereby expressly repealed.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS, on this 14th day of February, 2011

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

BRIAN K. REAVES, Village President

ATTEST:

CHARLENE SMOLLEN, Village Clerk



Illinois Department of Transportation

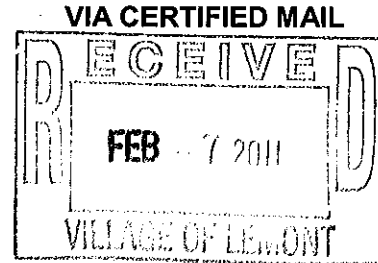
Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

cc: Ted Fwindley

LOCAL ROADS AND STREETS
Motor Fuel Tax – Audit Report
Village of Lemont
Cook County

January 31, 2011

Ms. Charlene Smollen
Village Clerk
Village of Lemont
418 Main Street
Lemont, IL 60439



Dear Ms. Smollen:


Enclosed is a copy of Audit Report No. 56 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning January 1, 2008 and ending December 31, 2009.

This report should be presented to the Mayor and Board of Trustees at the first regular meeting after receipt of this letter, and filed as a permanent record.

If you have any questions or need additional information, please contact Charles Riddle, Program and Office Engineer, at (847) 705-4406 or via email at Charles.Riddle@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosures

cc: George Schafer, Finance Director w/encl.



VILLAGE OF LEMONT

Audit Report No. 56

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of LEMONT for the period beginning Jan. 1, 2008 and ending Dec. 31, 2009, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the Village Clerk and Village Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the Village maintained by the Village Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

Christopher Velaz
Auditor

REVIEWED AND APPROVED BY

C. Holt
District Local Roads and Streets Engineer

Date: 1-31-11

VILLAGE OF LEMONT

Audit Report No. 56

Audit Period: Jan. 1, 2008 to Dec. 31, 2009

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2009
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The other receipts to the Motor Fuel Tax Fund were \$49,271.06 received as follows:

Interest	9,125.06
High Growth	40,146.00

Total received:	\$49,271.06
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SIGNED Christopher Vela



Fund Balance and Bank Reconciliation

VILLAGE OF LEMONT

Audit Report No. 56

Audit Period Jan. 1, 2008 - Dec. 31, 2009

Date: September 2, 2010

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Audit	1,326,447.51	(727,707.53)	598,739.98			
Allotments	866,840.42	0.00	866,840.42			
Total MFT Funds	2,193,287.93	(727,707.53)	1,465,580.40			
Approved Authorizations	(1,645,572.75)	1,645,572.75	0.00			
Other Receipts		49,271.06	49,271.06			
Total	547,715.18	967,136.28	1,514,851.46			
Disbursements		1,074,932.72	1,074,932.72			
Surplus (Credits)	40,146.00	(40,146.00)	0.00			
Unexpended Balance	587,861.18	(147,942.44)	439,918.74			
Bank Reconciliation						
Balance in Fund per Bank Certificate Dec. 31, 2009			(3,487.26)			
Deduct Outstanding Warrants						
Add Outstanding investments			440,160.60			
Additions			3,245.40			
Subtraction's						
Net Balance in Account Dec. 31, 2009			439,918.74			

Certified Correct

Christopher Vela

Auditor

VILLAGE OF LEMONT

Audit Report No. 56

Date of Purchase	Date of Maturity or Redemption	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31 2009	Type of Investment
				\$9,125.06	\$440,160.60	THE ILLINOIS FUNDS
				9,125.06	440,160.60	

REMARKS: _____

VILLAGE OF LEMONT

Audit Period: January 1, 2008 - December 31, 2009

Audit Report No. 56

Section	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
CONSTRUCTION										
93-00021-00PV	(\$42,410.50)	\$42,410.50			0.00			0.00	476,498.50	476,498.50
93-00023-00WR	(\$16,884.28)	\$16,884.28			0.00			0.00	157,737.28	157,737.28
98-00027-00SW	\$31,500.00				31,500.00			31,500.00		0.00
ENGINEERING										
93-00021-00PV	(\$50,856.10)	\$50,856.10			0.00			0.00	50,856.10	50,856.10
93-00022-00PV	(\$201,642.18)	\$61,304.83			(140,337.35)			(140,337.35)	201,642.18	201,642.18
97-00025-00WR	(\$54,986.12)	\$54,986.12			0.00			0.00	54,986.12	54,986.12
02-00034-00ES	(\$15,000.00)	\$15,000.00			0.00			0.00	15,000.00	15,000.00
08-00044-00RS					0.00	10,879.73		(10,879.73)		10,879.73
08-00045-00RS					0.00	39,615.33		(39,615.33)		39,615.33
MAINTENANCE										
96-00000-00GM	(\$25,776.18)	\$25,776.18			0.00			0.00	456,640.00	456,640.00
97-00000-00GM	(\$32,073.95)	\$32,073.95			0.00			0.00	229,172.56	229,172.56
03-00000-00GM	(\$373,369.11)	\$369,855.11			(3,514.00)			(3,514.00)	373,369.11	373,369.11
04-00000-00GM	\$112,248.19				112,248.19			112,248.19	248,088.46	248,088.46
05-00000-00GM	\$61,048.96				61,048.96			61,048.96	369,056.04	369,056.04
06-00000-00GM	\$21,995.09				21,995.09			21,995.09	527,876.91	527,876.91
07-00000-00GM	(\$34,444.79)				(34,444.79)			(34,444.79)	591,023.79	591,023.79
08-00000-00GM		\$636,600.00			636,600.00	735,181.71		(98,581.71)		735,181.71
09-00000-00GM		\$184,100.00			184,100.00	260,417.70		(76,317.70)		260,417.70
MAINT. ENG.										
96-00000-00GM	(\$84,767.73)	\$84,767.73			0.00			0.00	84,767.73	84,767.73
97-00000-00GM	(\$1,182.80)	\$1,182.80			0.00			0.00	2,552.75	2,552.75
03-00000-00GM	(\$39,775.15)	\$39,775.15			0.00			0.00	39,775.15	39,775.15
04-00000-00GM	\$3,544.68				3,544.68			3,544.68	19,037.67	19,037.67
05-00000-00GM	\$9,739.53				9,739.53			9,739.53	22,270.47	22,270.47
SUB TOTAL	(733,092.44)	1,615,572.75	0.00	0.00	882,480.31	1,046,094.47	0.00	(163,614.16)	3,920,350.82	4,966,445.29

VILLAGE OF LEMONT

Audit Period: January 1, 2008 - December 31, 2009

Audit Report No. 56

Section	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
06-00000-00GM	\$16,862.56				16,862.56			16,862.56	18,265.44	18,265.44
07-00000-00GM	\$4,287.41				4,287.41	340.00		3,947.41	24,633.59	24,973.59
08-00000-00GM		30,000.00			30,000.00	26,512.17		3,487.83		26,512.17
EARNED INT.										
02-00000-00AC	12,077.72				12,077.72			12,077.72		
03-00000-00AC	6,794.19				6,794.19			6,794.19		
04-00000-00AC	8,057.71				8,057.71			8,057.71		
05-00000-00AC	21,003.89				21,003.89			21,003.89		
06-00000-00AC	34,116.35				34,116.35			34,116.35		
07-00000-00AC	31,429.04				31,429.04			31,429.04		
08-00000-00AC				8,567.33	8,567.33			8,567.33		
09-00000-00AC				557.73	557.73			557.73		
OTHER CAT.										
98-00000-01AA	(126,022.31)				(126,022.31)			(126,022.31)		
02-00000-01AA	(1,376.79)				(1,376.79)			(1,376.79)		
02-00000-02AA	(1,844.86)				(1,844.86)			(1,844.86)		
09-00000-03AC				20,686.00	20,686.00		20,686.00	0.00		
10-00000-03AC				19,460.00	19,460.00		19,460.00	0.00		
09-00000-01AA					0.00	690.00		(690.00)		
09-00000-02AA					0.00	69.00		(69.00)		
09-00000-03AA					0.00	1,089.08		(1,089.08)		
09-00000-04AA					0.00	138.00		(138.00)		
TOTALS	(727,707.53)	1,645,572.75	0.00	49,271.06	967,136.28	1,074,932.72	40,146.00	(147,942.44)	3,963,249.85	5,036,196.49



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

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

Building Department

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

**Planning & Economic
Development**

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

Engineering Department

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

Finance Department

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

Police Department

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

Public Works

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

www.lemont.il.us

EXECUTIVE SESSION AGENDA FEBRUARY 14, 2011

- I. PERSONNEL.
- II. PENDING LITIGATION.

