

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

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

FEBRUARY 21, 2011 - 7:00 P.M.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. DISCUSSION ITEMS
 - A. DISCUSSION OF LIQUOR LICENSE TEXT AMENDMENT TO MUNICIPAL CODE.
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER/BLONDIN)
 - B. DISCUSSION OF AMENDMENT TO ROLLING MEADOWS RECAPTURE AGREEMENT.
(ADMINISTRATION/PLANNING & ED) (REAVES/ STAPLETON)
(BLONDIN/BROWN /JONES)
 - C. DISCUSSION OF EXPIRED AND EXPIRING ZONING APPROVALS.
(PLANNING & ED)(STAPLETON)(BROWN/JONES).
 - D. DISCUSSION OF DESIGN FOR WATER TOWER LOGO - HOUSTON STREET WATER TOWER - 15 MINUTES.
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)
 - E. DISCUSSION OF FINANCIAL ANALYSIS AND TRANSITION FROM APPROPRIATION SYSTEM TO BUDGET SYSTEM.
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER).
 - F. DISCUSSION OF HOT DOG STAND AT RT. 83 & MAIN STREET.
(ADMINISTRATION)(REAVES/STAPLETON)(WEHMEIER/SCHAFFER)
- IV. UNFINISHED BUSINESS.
- V. NEW BUSINESS.
- VI. AUDIENCE PARTICIPATION.
- VII. ADJOURN.

Village Board

Agenda Memorandum

Item

to: Board of Trustees

from: Ben Wehmeier, Village Administrator
Mayor Brian Reaves

subject: Class A-7 License for Luxen Lounge

date: February 16, 2011

BACKGROUND/HISTORY

In December, the Liquor Commission conducted an application hearing for Luxen Lounge, a proposed over-21 "club" establishment in Derby Plaza. The Commission recommended approval of the application. The existing classes of license did not seem to apply to the use being proposed, so the Village Attorney drafted the attached ordinance creating an A-7 class which permits sale of alcoholic beverages on the premises and permits live entertainment. Hours of operation for the proposed establishment would be as outlined in the existing ordinance (2:00 am closing weekdays and Sundays; 3:00 a.m. Friday & Saturday).

POINTS FOR DISCUSSION

- 1) The only difference between this and the A-2 (bar) license is that the A-2 permits sale of alcoholic beverages both on and off the premises. Should language be inserted to require sale of food as a requisite of the license.
- 2) Fees for this license class. Last spring, fees were increased for many classes of liquor license. Fees for the A-1 and A-2 licenses are now \$1200. The A-3 license is \$1300. It would seem that the fees for the A-7 License should be at least as much as the A-1 and A-2.

ATTACHMENTS (IF APPLICABLE)

- 1) Ordinance Amending the Municipal Code to Establish a Class A-7 license.
- 2) Minutes of the Liquor Commission Hearing of December 20, 2010

VILLAGE BOARD ACTION REQUIRED

Discussion.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE TO
ESTABLISH CLASS A-7 LICENSES**

(Liquor – Class A-7 License)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 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 ___ day of _____, 2011.**

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE
REGARDING SPECIAL EVENT LIQUOR LICENSES
(Liquor – A-7 License)**

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Lake County, Illinois, as Follows:

SECTION 1: Section 5.04.080 of the LEMONT MUNICIPAL CODE is hereby amended to add a new section 7 and to renumber the remaining subsections of Section 5.04.080 accordingly as follows:

5.04.080 License--Fees--Classes of operators.

7. Class A-7.

a. Class A-7 licenses shall authorize the sale of intoxicating liquor for consumption on the premises at which entertainment is permitted.

b. The annual fee for a Class A-7 license shall be eight hundred dollars, payable in two installments of four hundred dollars each, the first installment of which shall be deposited with the application for a license, and the second installment of which shall be due and payable on the first day of May or the first day of November, whichever occurs first.

c. There shall be issued in the Class A-7 category not more than one license at any one time.

SECTION 2: 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: 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 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

(Remainder of this Page intentionally blank)

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**MINUTES
VILLAGE OF LEMONT
LIQUOR CONTROL REVIEW BOARD**

December 20, 2010 - 6:00 p.m.

APPLICANT: **Luxen Lounge
Tom Waligora and Dan Wroblewski
Derby Plaza, McCarthy Road, Units HIJ
Lemont, IL 60439**

License Class: **To Be Determined.**

Present:	Brian Reaves	Liquor Commissioner
	Review Board:	Art Garibay Frank Wozniak Terry Lemming Kevin Shaughnessy Jim Brown Ed Buettner
	Police Chief	
	CD Director	
	Building Commissioner	
	Applicants:	Tom Waligora, Dan Wroblewski, and Chris Dabek

The hearing was called to order at 6:00 p.m. by Liquor Commissioner Brian Reaves. Those present noted above.

The application before the Commission is for a liquor license for a proposed night club/lounge with full bar, regular entertainment and small plates. A proposed floor plan for the establishment was submitted showing a layout spanning three units on the west end of Derby Plaza. Layout showed booths and tables, main bar, wine bar, entertainment area and possible dance area, office, complete kitchen, office space, and washrooms. An outdoor patio is included for extended seating in the summer months.

Chris Dabek of the design team presented the concept to the commission. The proposed establishment was described as an upscale lounge, 3980 sq. ft, targeting upper shelf professionals. They intend to provide a venue for business meetings and networking, and a social atmosphere to congregate later into the evening. There is no similar place nearby. Amenities include booths, VIP areas, expanded washrooms, full bar, oversize kitchen, utilizing "green" equipment and construction methods. Although there is a full kitchen, the concept is to offer small plates which they described as "finger foods" or "quick bites." The offerings would be a healthier alternative to burgers and fries. Proposed hours would be 3-4 p.m. to 1-2 a.m. Live entertainment on weekends would be jazz and blues groups. D.J. booth when there is no live entertainment. They intend to provide training for employees to provide a positive and pleasant experience for customers.

Art Garibay asked about WI FI availability (yes) and lockable storage for alcohol (extra storage is available in kitchen and in the office area). Frank Wozniak asked about citizenship; Dan Wroblewski was naturalized in 1996 and Tom Waligora in 2003 in Chicago. Terry Lemming asked about previous experience. Tom has had 3 yrs as bartender and in management and is now in IT with Quantum Foods. Dan Wroblewski is

employed with Heyer-Nelson, a millwork company. Neither has restaurant experience. Both will manage the operation.

Jim Brown asked about the live entertainment and the dance floor which would seem to be competing agendas with the business meeting concept. He also asked about how the entertainment would be financed. They intend to provide the live entertainment only weekends and do not intend to charge a door fee. They would stay away from rock groups, favoring spanish guitar and gypsy combos.

Frank Wozniak asked if they had applied for insurance (no) and mentioned that the Police Department could advise on bassett-type training for service of alcohol.

Terry Lemming asked about the age factor. They intend to be strictly 21 and over, not a family venue.

Chief Shaughnessy asked whether either applicant had a previous arrest record (no). He asked about a security plan. Applicants have already discussed security operations with Pro-tek, a local company. Chief asked about maintaining security and preventing underage patrons from entering. Proposed employees include a doorman, 4-5 employees in the bar, 4-5 wait staff, 2 cooks and 2 bus boys. Chief mentioned that due to the size and occupancy (180) of the premises, extra security cameras inside and out should be in place to monitor guest behavior. Nightclubs often attract drugs and questionable employees can be a pitfall. He said that the 2 principals and any on-site managers should be printed for background checks.

Mayor Reaves said that he had no issue with the concept being proposed. With the potential for 180 patrons where would the parking be (due to the nature of the existing businesses in the plaza, there should be extra evening parking available in Derby Plaza They could valet park to off-site locations if necessary, like the banquet hall and strip mall around the corner. They chose the location because of the triangulation of the golf courses, and see their business as a destination location. They have researched Lemont demographics and see this as a good location. Mayor advised them to look closely at their 3-year plan and pointed out that they should not rely on Lemont patrons only for their clientele (they intend to use internet advertising to attract customers). He asked about their intentions with video poker and other video games. The applicants do not intend to have these, it is not part of the concept they are planning initially.

Mayor Reaves explained that no existing license class exactly fits the operation they describe, so he will ask the Village attorney to examine the ordinance and recommend an appropriate class which could require a revision of the ordinance. He told the applicants that they would be contacted before December 23 with the results of the hearing.

The petitioners were excused at 6:45 p.m.

Mayor asked for the commissioner's opinions. There were no objections raised to issuing the license, but a few commissioners said that a smaller venue might have a better chance of succeeding. Mayor said he would consult the Board at the Committee meeting to follow and discuss the license class with the attorney. A preliminary approval could be given pending background clearance. By a vote of 3-0, the commission recommended approval of the license.

The meeting was adjourned at 6:55.



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #11-11
FROM: James A. Brown, Planning & Economic Development Director
THRU
SUBJECT: Rolling Meadows Recapture Agreement Amendment
DATE: 16 February 2011

SUMMARY

Certain properties along 127th Street, west of I-355, are subject to a recapture agreement favoring Rolling Meadows/New Horizon Homes. Some of these properties are zoned for commercial use and are actively being marketed. Recently the department was approached by a party interested in establishing an electrical testing company on one of the commercially-zoned properties subject to the recapture agreement. The terms of the recapture, with compounding interest, have added to the difficulties in successfully marketing the property.

Staff contacted John and Pat Jurinek of New Horizon Homes and Al Domanskis, their attorney, to inquire if they would be willing to formally amend the terms of the original recapture. The Jurineks believe a recapture payment of \$3,000 per acre is appropriate. The party interested in the property also finds this price acceptable. Aero Heights and the Village were two additional beneficiaries of the recapture. Staff does not believe that Aero Heights' rights to the recapture were transferred to any other entity.

DISCUSSION

Are the trustees willing to amend the recapture, limiting payment to New Horizon Homes at a rate of \$3,000 per acre?

ATTACHMENTS

Ord 990, Rolling Meadows Recapture Agreement, 1996
Draft Amendment Ordinance with release

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. DEPT-01 RECORDING \$107.5
. T#5555 TRAN 7499 10/02/97 09:48:00
. #4012 # VF #-97-730724
. COOK COUNTY RECORDER

VILLAGE OF LEMONT

ORDINANCE NO. 990

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
RECAPTURE AGREEMENT FOR SEWER AND WATER
AMONG JURINEK & RISKUS, INC., AERO HEIGHTS PARTNERSHIP,
AND THE VILLAGE OF LEMONT**

97730724

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

This 10 day of June, 1996.

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, Will and DuPage
Counties, Illinois, this 10 day
of June, 1996.

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ORDINANCE NO. 770

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
RECAPTURE AGREEMENT FOR SEWER AND WATER
AMONG JURINEK & RISKUS, INC., AERO HEIGHTS PARTNERSHIP,
AND THE VILLAGE OF LEMONT**

WHEREAS, the legal owners of record of the territory which is the subject of a Recapture Agreement for Sewer and Water are ready, willing and able to enter into said agreement and perform the obligations as required therein and;

WHEREAS, a copy of said Recapture Agreement for Sewer and Water 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.

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

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as "RECAPTURE AGREEMENT FOR SEWER AND WATER" dated the 10 day of June, 1996, (a copy of which is attached hereto and made a part hereof).

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS, on this 10 day of June, 1996.

97730723

AYES NAYS PASSED ABSENT

Barbara Buschman
Alice Chin
Keith Latz
Connie Markiewicz
Rick Rimbo
Ralph Schobert

✓
✓
✓
✓
✓
✓

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

97730724

Approved by me this 10 day of June, 1996.

Richard A. Kwasneski
RICHARD A. KWASNESKI, Village President

Attest:

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

Mail to:
Village Clerk
Village of Lemont
418 Main Street
Lemont, IL 60439

VILLAGE OF LEMONT

ORDINANCE NO. 49

RECAPTURE AGREEMENT FOR SEWER AND WATER

This Ordinance and Recapture Agreement for Sewer and Water Main construction costs (hereinafter, the "Ordinance and Agreement") is made by and between the Village of Lemont, Cook, DuPage and Will Counties, State of Illinois, an Illinois municipal corporation (hereinafter, the "Village"), and JURINEK & RISKUS, INC., an Illinois corporation (hereinafter, "J & R"), and AERO HEIGHTS PARTNERSHIP, (hereinafter, "AERO"), J & R and Aero, (jointly hereinafter, "Partnership") are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

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W I T N E S S E T H:

WHEREAS, J & R is the beneficial owner of one hundred percent (100%) of the beneficial interest in Standard Bank and Trust Company Land Trust No. 9567, the land trust which is the record owner of approximately seventy-six (76) acres of real property which is located in unincorporated Lemont Township, Cook County, Illinois;

WHEREAS, J & R is requesting annexation of the J & R Property to the Village, and the Village has approved the development of its Property with residential and commercial uses;

WHEREAS, AERO is the beneficial owner of one hundred percent (100%) of the beneficial interest in Bank of Chicago/Garfield Ridge Land Trust No. 92-2-5, dated February 22, 1992, the land trust which is the record owner of approximately seventy-eight (78) acres

of real property which is located in unincorporated Lemont Township, Cook County, Illinois;

WHEREAS, AERO is requesting annexation of the AERO PROPERTY to the Village and proposes to develop its property with residential and commercial uses;

WHEREAS, the Village is requiring J & R and AERO to construct water mains and sanitary sewers longer and larger than necessary for their respective developments to be built to service their respective properties as a condition of the acceptance of their respective preliminary and final plats, final planned unit development plans and/or building permits for their respective property;

WHEREAS, the water and sewer mains will benefit an area well beyond the Property owned by AERO and J & R;

WHEREAS, the area which will be benefited is contained on a map attached hereto as Exhibit A;

WHEREAS, the benefitted area which is depicted on Exhibit A is comprised of 450 acres located in Cook County and 106 acres located in Will County; and

WHEREAS, this Agreement and Ordinance are considered and made pursuant to 65 ILCS 5/9-5-1.

NOW, THEREFORE, in accordance with 65 ILCS 5/9-5-1 of the Illinois Compiled Statutes, and in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy of which the Parties hereby acknowledge, it is hereby ordained by the Village and agreed by the Parties that the Recapture Agreement for Sewer And Water for Aero Heights and Rolling Meadows shall be as follows:

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1. Recitals. The foregoing recitals are material to this Ordinance and Agreement and are incorporated herein as though fully set forth in this Paragraph 1.

2. Costs. The cost of construction of the Sewer and Water Main (including, without limitation, costs of materials, construction, installation, easements, rights-of-way and all legal and engineering fees and expenses), for purposes of this Agreement has been estimated to be \$300,000.00 plus annexation and easement acquisition costs and expenses (hereinafter "expenses") with the total sum to be based upon actual costs of construction, including any sum over \$1,200,000 per the Annexation Agreement, and "expenses" and Village incurred expenses (hereinafter collectively "Costs").

3. Benefited Area. In order to effect a fair and equitable allocation of the construction costs for the Sewer Main and Water Main among those who will be benefitted by connection to the Sewer Main, it is hereby determined that Partnership shall be entitled to recover the Costs with interest on the unpaid balance thereof at the interest rate of prime plus two percent (2%) compounded annually from the date of this Ordinance and Agreement from the person or persons from time to time owning all or any part of the land area legally described in Exhibit B hereto and depicted as the Cook County property on Exhibit A hereto (hereinafter, the "Benefited Area"). Exhibit B is incorporated herein by this reference.

The recapture charge for the 106 acres of Will County property will be a one time recapture charge of \$500,000 due

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Partnership with the first water or sewer connection charge for the VILLAGE system.

The one time charge is based upon the fact that required design of the water and sewer lines is intended to serve the 106 acres should it develop, the Partnership expended money on legal, engineering and construction costs to insure the 106 acres can be served, and it is speculative at this time whether the property will ever develop or be approved to connect to VILLAGE water or sewer service.

→ 4. Recapture Fees. Before any lot or parcel within the Cook County Benefited Area shall be connected directly or indirectly to the Sewer Main and/or Water Main the applicant for such connection shall pay to Village Clerk an amount calculated by dividing costs by acres for each acre of land within the Benefited Area to be connected together with an interest charge thereon calculated in the manner prescribed in Paragraph 3 of this Ordinance and Agreement. Fractional acres shall be charged a pro-rata share of the required sum of money. The monies obtained pursuant to this Paragraph 4 are hereinafter referred to as "Recapture Fee(s)". In addition to collecting Recapture Fees, the Village Clerk shall collect from each applicant an administrative fee for the Village in the amount of two percent (2%) of each Recapture Fee (including interest thereon).

5. Payment to Owner. The Village Clerk shall pay all Recapture Fees upon receipt thereof until Partnership has recovered the aggregate of its Costs, together with interest thereon; the one time recapture charge for the 106 acres of Will County property, if applicable, will be paid at the time provided; all Recapture Fees

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thereafter received by the Village Clerk, along with all administrative fees, shall be deposited to the general fund of the Village for uses and purposes appropriate thereto.

→ 6. Collection. The Village shall collect Recapture Fees at the time water and sewer connections are requested. Further, Village shall not issue any permits within the Benefited Area until the required Recapture Fees have been paid. The Village may bring suit to enforce collection of same. Partnership may bring suit on behalf of the Village to collect any Recapture Fees due and owing. In the event Partnership prosecutes a collection lawsuit, the Village shall cooperate by allowing Partnership full and free access to its books and records concerning the annexation and development of properties within the Benefited Area and the collection of Recapture Fees. Neither the Village nor any of its officials shall be liable for monetary damages for failure to collect Recapture Fees.

7. Other Fees. Nothing herein shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, policies or practices, including, but not limited to, water and sewer connection, inspection, permit and tap-in fees, which fees and charges shall be in addition to the Water Recapture Fees.

8. Ownership and Maintenance. Upon acceptance of the Sewer Main and Water Main the same shall become the property of the Village. The Village, without cost to Partnership, shall maintain and repair the Sewer Main in accordance with Village maintenance policies and ordinances in effect from time to time.

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9. Contract. This Ordinance and Agreement constitutes a contract between the Parties and may be amended by the Parties from time to time without the consent of any other person owning land within the Benefited Area, or any other person paying Recapture Fees after the date of the enactment hereof.

10. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this Ordinance and Agreement are hereby repealed.

11. Term. This Ordinance and Agreement shall be binding on the Parties and described property for a term of twenty-five (25) years from the date hereof, provided, however, that interest on the unpaid balances of the Recapture Fees shall cease to accumulate after the tenth anniversary date of this Ordinance and Agreement. The Village's ownership and maintenance of the improvements shall be perpetual.

12. Notice. Any notice or other communication which may be desired or required pursuant to this Ordinance and Agreement shall be in writing and shall be deemed given if personally delivered or via overnight courier service or deposited in United States certified mail, postage prepaid, addressed to the intended recipient at the addresses set forth below, or to such other address as each Party may subsequently designate by notice in accordance herewith:

If to the Village: Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attention: Village Clerk

with a copy to: John Antonopoulos
Village Attorney
15419 - 127th Street, Suite 100
Lemont, Illinois 60439

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If to Rolling Meadows: Jurinek & Riskus, Inc.
c/o Alexander Domanskis, Esq.
Shaw, Gussis, Fox & Domanskis
111 W. Washington Street, Suite 707
Chicago, Illinois 60602

If to Aero Heights: Aero Heights
c/o Robert D. Goldstine, Esq.
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
7660 W. 62nd Place
Summit, Illinois 60501

Alan D. Dineff
7646 West 63rd Street
Summit, Illinois 60501

Notices shall be deemed received on the third business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt or refusal if personally delivered or via overnight courier service.

13. All Actions Taken. The Village confirms that it has taken or shall take all actions required by law to enable it to execute this Ordinance and Agreement and to perform the covenants and conditions of this Ordinance and Agreement.

14. Captions. Rolling Meadows and/or Aero Heights, jointly or individually, may assign their rights and obligations under this Ordinance and Agreement so long as notice of such assignment is given to the Village within thirty (30) days of such assignment.

15. Amendment. This Ordinance and Agreement and any exhibits attached hereto may be amended only by the mutual consent of the Parties and adoption of an ordinance by the Village approving said amendment, and the execution of said amendment by the Parties or their successors in interest.

16. Governing Law. This Ordinance and Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Approved: [Signature]
Village President

ATTEST:

[Signature]
Village Clerk

The terms and covenants herein
are agreed hereto:

JURINEK & RISKUS, an Illinois
corporation

By: [Signature]
President

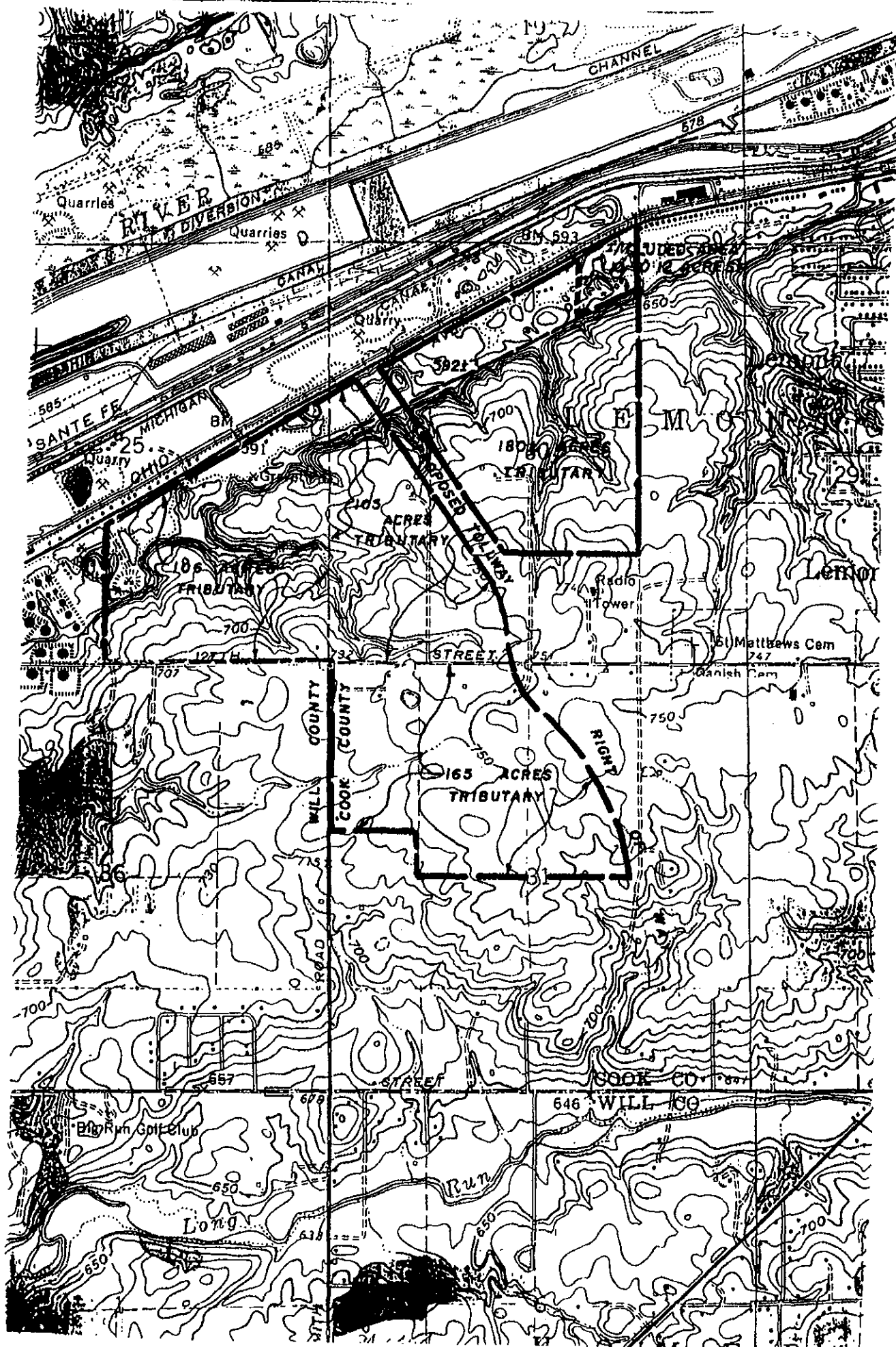
ATTEST: [Signature]

AERO HEIGHTS PARTNERSHIP

By: [Signature]
ANDREW F. MALETICH, SR.,
One of its Partners

By: [Signature]
ALAN D. DINEFF,
One of its Partners

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11/10/2014 11:43

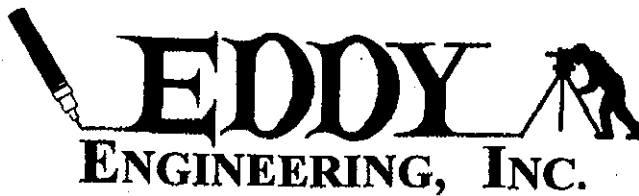


Exhibit 'B'

CONSULTING CIVIL ENGINEERS • LAND SURVEYORS

JULY 11, 1997

308 CANAL STREET • LEMONT, IL 60439

LEGAL DESCRIPTIONS OF LANDS RECEIVING EITHER DIRECT OR INDIRECT BENEFIT FROM THE EXTENSION OF THE PROPOSED 18 INCH DIAMETER SANITARY SEWER FROM TIMBER LINE DRIVE WESTERLY AND SOUTHERLY TO AND ACROSS 127TH STREET, LEMONT, ILLINOIS

LANDS LYING WITHIN THE LIMITS OF WILL COUNTY, ILLINOIS
[THESE LANDS HAVE INDIRECT BENEFIT ONLY]

THAT PART OF THE WEST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF LEMONT ROAD [NEW AVENUE], ALL IN WILL COUNTY, ILLINOIS.

ALL OF THAT PART OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF LEMONT ROAD [NEW AVENUE], IN WILL COUNTY, ILLINOIS.

LANDS LYING WITHIN COOK COUNTY

→ LOTS 1 THOUGH 6, LOTS 8 AND 9, AND OUTLOT A, ALL IN OWNER'S SUBDIVISION OF THAT PART OF LOT 8 OF COUNTY CLERK'S DIVISION OF SECTION 19; AND LOTS 18, 19, 20 AND 22 LYING SOUTH OF THE NORTH 60 FEET OF SAID LOTS KNOWN AND DESCRIBED AS NEW AVENUE; AND THAT PART OF LOTS 17 AND 23 NORTH OF THE HIGHWAY OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 23, 1927 AS DOCUMENT NUMBER 9660747, ALL IN COOK COUNTY, ILLINOIS.

LOTS 17 AND 23 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED JUNE 8, 1880 IN BOOK 15, PAGE 59 AS DOCUMENT NO. 272199. [THESE LOTS EXPERIENCE INDIRECT BENEFIT ONLY]

ALL OF OWNER'S SUBDIVISION OF LOT 25, EXCEPT THE NORTH 60 FEET THEREOF, OF COUNTY CLERK'S DIVISION OF THE EAST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 21, 1927 AS DOCUMENT NUMBER 9692085 IN COOK COUNTY, ILLINOIS. [NOTE THAT LOTS 1 THROUGH 5 EXPERIENCE INDIRECT BENEFIT ONLY]

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PAGE TWO

ALL OF LOTS 24 AND 29, AND THAT PART OF LOT 30, LYING EASTERLY OF THE LAND TAKEN BY THE NORTHERN ILLINOIS TOLL HIGHWAY AUTHORITY, OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED JUNE 8, 1880 IN BOOK 15, PAGE 59 AS DOCUMENT NUMBER 275199, ALL IN COOK COUNTY, ILLINOIS.

LOTS 39, 40, 44 AND 45 [EXCEPT FOR THOSE PARTS OF SAID LOTS 39, 40 AND 44 TAKEN FOR HIGHWAY PURPOSES BY THE NORTHERN ILLINOIS TOLL HIGHWAY AUTHORITY, OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED JUNE 8, 1880 IN BOOK 15, PAGE 59, AS DOCUMENT NUMBER 275199, ALL IN COOK COUNTY, ILLINOIS.

THE NORTH ONE HALF OF LOT 16 OF COUNTY CLERK'S DIVISION OF THE SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 IN BOOK 15, PAGE 59, AS DOCUMENT NUMBER 275199, ALL IN COOK COUNTY, ILLINOIS. [INDIRECT BENEFIT ONLY]

ALL OF ARGONNE RESEARCH AND INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT [EXCEPT FOR THAT PART THEREOF TAKEN SPECIFICALLY TO BE UTILIZED FOR ROADWAY PURPOSES BY THE NORTHERN ILLINOIS TOLL HIGHWAY AUTHORITY]; A RESUBDIVISION OF PARTS OF LOTS 31 THROUGH 35 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 17, 1990 AS DOCUMENT NUMBER 90509166, ALL IN COOK COUNTY, ILLINOIS

ALL OF THE WEST ONE HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

How is this legal?

ALL OF THE EAST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN [EXCEPT FOR THAT PART TAKEN BY THE NORTHERN ILLINOIS TOLL HIGHWAY AUTHORITY FOR HIGHWAY PURPOSES], IN COOK COUNTY, ILLINOIS.

ALL OF LOT 18 IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 30, 1880 AS DOCUMENT NUMBER 269448, ALL IN COOK COUNTY, ILLINOIS.

97730721

11/11/2011 10:10:11 AM

PAGE THREE

ALL OF JACOBSON ESTATES SUBDIVISION, A SUBDIVISION OF PART OF LOT 17 IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED JANUARY 4, 1979 AS DOCUMENT NUMBER 24789663 AND AGAIN RECORDED ON MARCH 25, 1980 AS DOCUMENT NUMBER 254101721, ALL IN COOK COUNTY, ILLINOIS.

ALL OF LOT 17, EXCEPT FOR THAT PART SUBDIVIDED AS JACOBSON ESTATES SUBDIVISION, IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED ON APRIL 30, 1880 AS DOCUMENT NUMBER 269448, IN COOK COUNTY, ILLINOIS.

EDDY NO. 94-0404\07109701.PW

07730721

07730721

WILL. COUNTY

2-25-401-006 thru 010
2-25-302-004

97730724

2025-03-04 10:00:00

COOK COUNTY

22-30-100-001

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009

013

014

22-30-101-021

022

025

026

028 thru 033

22-30-101-003

008 thru 013

019

020

034

036

037

22-30-201-005 thru 011

015 thru 023

22-30-203-001

002

22-30-300-001

002

003

22-30-302-002

003

004

22-30-303-003 thru 016

22-30-304-001 thru 018

22-30-401-001

003

22-31-200-004

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008

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22-31-201-001

004 thru 008

22-31-100-004

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22-31-101-001

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97730724

2025-03-10 10:40:00

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Authorizing the Execution of a Recapture Release Agreement and
Acknowledging Fulfillment of Certain Obligations Under Ordinance No. 990**

**ADOPTED BY THE
MAYOR AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 2011**

**Published in pamphlet form by
Authority of the Mayor and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this ___ day of _____, 2011.**

ORDINANCE NO. 2011-_____

An Ordinance Authorizing the Execution of a Recapture Release Agreement and Acknowledging Fulfillment of Certain Obligations Under Ordinance No. 990

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

WHEREAS, the Village enacted Ordinance No. 990 on June 10, 1996, entitled “An Ordinance Authorizing the Execution of a Recapture Agreement for Sewer and Water Among Jurinek & Riskus, Inc., Aero Heights Partnership, and the Village of Lemont”; and

WHEREAS, Ordinance No. 990 was recorded on October 2, 1997, as Document No. 97730724, in the Office of the Recorder of Deeds, Cook County, Illinois; and

WHEREAS, Ordinance No. 990 authorized the execution of a Recapture Agreement for Sewer and Water between the Village, Jurinek & Riskus, Inc. (“J & R”), and Aero Heights Partnership (“Aero”); and

WHEREAS, Aero is a defunct and out of business partnership;

WHEREAS, the Village, J & R, and Benefited Owner wish to enter into a Recapture Release Agreement (“Release”); and

WHEREAS, the Release will provide that J & R will release the Village of all of the Village’s duties and obligations owed to J & R under Ordinance No. 990 pertaining to the Release, upon full performance of the Release; and

WHEREAS, the Village Mayor and Board of Trustees find that executing the attached Release is in the interest of the public health, safety and welfare of the residents of Lemont; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, as follows:

SECTION ONE: Recitals. That the foregoing recitals are hereby adopted and incorporated into and made a part of this Ordinance as is fully set forth herein.

SECTION TWO: Recapture Release Agreement Adopted. That the Release is hereby adopted and attached hereto and incorporated herein as if set out in full by this reference.

SECTION THREE: Authorization. That the Village Manager or his designee is authorized to execute all documents and take all actions necessary to carry out the purpose of this Release.

SECTION FOUR: Publication. That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form.

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

PASSED AND APPROVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this ____ day of _____, 2011.

MAYOR AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
Mayor

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Daniel P. Blondin, Esq.
RAYSA & ZIMMERMANN, LLC
22 South Washington Avenue
Park Ridge, Illinois 60068

This space Reserved for Recorder's use only.

RECAPTURE RELEASE AGREEMENT

THIS RELEASE of the RECAPTURE AGREEMENT ("Release"), is made and entered into as of the ____ day of _____, by and between the VILLAGE OF LEMONT, an Illinois municipal corporation ("Village"), JURINEK & RISKUS, Inc., an Illinois corporation ("J & R") and _____ ("Benefited Owner").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J & R hereby releases the Village of all of its rights and interest in all recapture fees which the Village is entitled to receive and transmit to J& R pursuant to the Recapture Agreement.

RECITALS:

A. J & R and Aero Heights Partnership ("Aero"), a defunct partnership, (collectively referred to as the "Developers") were developers of certain property commonly known as "Aero Property" which was annexed into and developed within the Village.

B. As part of the Aero Property development, Developers were required to construct water and sewer facilities which were expected to benefit not only Aero Property, but also other properties within the vicinity, which benefited properties were to be assessed a proportionate share of the costs of the facilities (the "Recapture Fee") to be paid at the time of their development in the Village.

C. The Village and Developers entered into and recorded a Recapture Agreement (the "Recapture Agreement") for the sewer and water main construction costs, a copy of which is attached hereto and made a part hereof as Exhibit A, which sets forth the benefited properties and the proportionate fee.

D. Benefited Owner is the owners of certain property (the "Benefited Parcel" legally described on Exhibit B, attached hereto and incorporated herein) which is also a parcel identified in the Recapture Agreement for which a Recapture Fee is owed.

E. The Parties have agreed that the Recapture Fee for the Benefited Parcel shall be \$3,000 per acre for a total Recapture Fee of _____ **Dollars** to be paid directly to J & R as complete and full satisfaction of any duty of the Village or Benefited Owner under the Recapture Agreement related to the Benefited Parcel.

F. It is understood that Aero has, for many years, been a defunct and non-existent entity and that no successor entity is known to exist.

NOW THEREFORE, in consideration of the mutual promises covenants and conditions set forth herein, in consideration of the sum of _____ **Dollars**, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, J & R hereby releases and forever discharge the Village and Benefited Owner from all obligations, liabilities, suits, actions, causes of action, controversies, agreements, promises, and claims in law or equity ("**Claims**"), which J & R may now have, ever had, or will ever have against the Village of Benefited Owner relating to, or arising out of, the Recapture Agreement in relation the Benefited Parcel.

J & R further warrants it is the sole surviving developer and entitled to 100% of any Recapture Fees and that it has not assigned any rights under the Recapture Agreement, in regards to the Benefited Area provided in Exhibit B, to any other individual or entity.

J & R shall defend, protect and indemnify, the Village and Benefited Owner, their respective officials, officers, directors, employees, agents, attorneys, representatives, predecessors, successors, executors, administrators and assigns, from any and all lawsuits, claims, demands, damages, costs, expenses, obligations, liabilities, causes, actions, causes of action, suits, debts, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, judgments and executions whatsoever, in law or in equity, of any nature or kind whatsoever, whether known or unknown, related to the aforementioned Recapture Agreement or this Release.

A true and correct copy of this Release may be recorded, at Village's expense, with the Cook County Recorder's office. This Release shall constitute a covenant running with the land and shall be binding upon the Benefited Properties in accordance with the terms and provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

VILLAGE:

VILLAGE OF LEMONT, an Illinois
municipal corporation

By: _____
Village Manager

J & R:

JURINEK & RISKUS, Inc., an Illinois
corporation

By: _____

Attest: _____
Village Clerk

Title: _____

Attest: _____

Title: _____

BENEFITED OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Reaves, and Charlene Smollen, of VILLAGE OF LEMONT, an Illinois municipal corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Clerk then and there acknowledged that she, as custodian of the records of the Village, did affix the corporate seal of said Village to said instrument as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2011.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, of JURINEK & RISKUS, Inc., an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instruments as _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2011.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, on behalf of BENEFITTED OWNER, who is personally known to me to be the same person whose name is subscribed to the foregoing instruments as _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2011.

Notary Public

Exhibit "A"

RECAPTURE AGREEMENT

Exhibit "B"

LEGAL DESCRIPTION and DEPICTION OF BENEFITED PROPERTY



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #10-11
FROM: Charity Jones, Village Planner
THRU James A. Brown, Planning & Economic Development Director
SUBJECT: Expired & Expiring Zoning Approvals
DATE: February 11, 2011

EXPIRED APPROVALS

In the past, the Village has often included a reversion clause in annexation agreements. These reversion clauses state that if some kind of final development application is not made within a certain timeframe, then the zoning of the property reverts to some more restrictive zoning designation (typically R-1) and any preliminary PUD approvals granted in the annexation agreement expire. Similarly, the Unified Development Ordinance (UDO) §17.08.070.F states that all PUD preliminary approvals shall lapse and be of no further effect if a complete PUD final plan/plat application is not submitted within 12 months of the date of the PUD preliminary approval. The UDO's PUD expiration standards are often included within the text of ordinances granting preliminary PUD approval as well.

Several developments have passed the expiration dates contained within their annexation agreements, preliminary PUD approvals, or both. The Village Attorney verified that the preliminary PUD approvals for these developments can legally expire as stated in the UDO and the respective ordinances. However, it is the Village Attorney's opinion that it is not legal for the zoning to automatically revert to some more restrictive zoning district; if the Village wants to enforce the zoning reversion provisions of these ordinances it must follow the proper procedure to rezone the affected properties.

Please review the cases outlined below and provide staff with guidance as to whether a zoning map amendment should be pursued for these properties.

Case 27-28 Old Quarry Offices.

Original Approval: October 8, 2007, for B-1 zoning and preliminary PUD.

Expiration Date: PUD and zoning approval expired on April 26, 2010 (after two brief extensions of the original approval by the Village Board).

Zoning Reversion: Annexation Agreement and preliminary PUD/zoning map amendment ordinance state that the B-1 zoning approval is null and void and that zoning should revert to R-1.

Case 28-18 AutoZone

Original Approval: April 13, 2009, for B-1 zoning, preliminary PUD, and a special use for an auto supply/auto accessory store.

Expiration Date: PUD and B-1 zoning approval expired on August 13, 2010 (after one brief extension of the original approval by the Village Board)

Zoning Reversion: Annexation Agreement and preliminary PUD/zoning map amendment ordinance state that the B-1 zoning approval is null and void and that zoning should revert to R-1.

Case 27-30 Saddlebrook Estates

Original Approval: April 13, 2009, for R-4 zoning and preliminary plat of subdivision approval.

Expiration Date: Preliminary plat and R-4 zoning approval expired on April 13, 2010.

Zoning Reversion: Annexation Agreement states that the R-4 zoning approval has lapsed and that zoning should revert to R-1.

Soon-to-Expire Approvals

The approvals for several developments are set to expire this year, if extensions are not granted. Specifically, Ed Mansell has requested an extension for Notting Hill; its approvals, which were originally granted in April 2007 and have been extended twice, are set to expire on April 23, 2011. Other upcoming expirations are as follows:

- April 27, Isabella Estates. Originally approved Oct 2008.
- June 22, Ashford Condos. Originally approved June 2009.
- June 22, Windsor Courts. Originally approved June 2009
- August 13, Walus Subdivision. Originally approved August 2007.

Please discuss whether the Board wishes to continue granting extensions to preliminary approvals. Specifically, please provide staff with guidance on how to respond to Ed Mansell's extension request.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Account Analyst

Subject: Financial Conditions Review/ Discussion of Appropriation to Budget System of
Financial Management

date: February 16, 2011

BACKGROUND/HISTORY

As a kick off to the FY 2011-2012 budget process, Village staff has produced it annual financial condition presentation. As part of this presentation the following specific areas will be covered:

- National and Regional Financial Trends and Forecast
- Village Key Financial Indicators
- Comparison Financial Indicators with Comparable Communities
- FY11-12 Budget Guidance and Outlook to Village Staff
- Projected Revenue
- Recommended Capital Projects and Equipment
- Review of Appropriation System versus Budget System for Financial Management under Illinois Statute
- Mid to Long Term Financial Discussions.

To date, members of the Finance and Administrative Department have met with Department Heads in initial budget meetings. Each department has worked hard to stay within the boundaries laid out for them. But there is still hard work as we continue forward in this process. As part of this presentation, we will also ask that you review the Annual Fee Ordinance prior to the meeting to determine if there are any changes you wish to see. This ordinance will be passed as part of the budget approval meeting.

In addition, we will be presenting an option to change from an appropriation system to a budget system as the statutory process in our financial management. We will walk through the specific process for and the resulting changes that would occur under this new system. Staff is looking at this option as more modern and efficient/effective method in our fiduciary duty.

This upcoming fiscal year the foreseeable subsequent years will continue to be challenges in our current economic times to responsibly utilize the resources entrusted to the Village, while maintaining a high level of service. This workshop will assist as we work to continue to work and shape our on-going budgets.

ATTACHMENTS (IF APPLICABLE)

- Current Annual Fee Ordinance

ORDINANCE _____

Annual Fee Ordinance

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

SECTION 1:

CREATES AN ORDINANCE ESTABLISHING FEES, CHARGES, RATES AND REGULATORY MEASURES FOR FY 10/11

SECTION 2:

It is intended that the fees, charges, rates and regulatory measures set forth herein will be reviewed periodically by the President and Board of Trustees. Accordingly, some or all of the provisions of this Ordinance may be amended from time to time.

SECTION 3: SCHEDULE OF FEES, CHARGES AND RATES.

Delinquent Fees – the Village shall receive a reimbursement of \$15.00 for returned checks to the Village of Lemont

Dog and Cat License (6.04.080) - \$3.00

Excessive False Alarms (9.08.030) Upon any alarm system producing a fourth, fifth, sixth or seventh false alarm in a calendar year, a fee of ten dollars per false alarm shall be charged to the subscriber.

1. The following fee schedule shall be used for each additional false alarm:
 - a. Eighth, ninth, tenth and eleventh false alarms in a calendar year, a fee of twenty-five dollars per false alarm shall be assessed;
 - b. Twelve or more false alarms in a calendar year, a fee of fifty dollars per false alarm shall be assessed.
2. All fees assessed must be paid to the village finance department, or a written appeal must be submitted to the village administrator within three days of the fee assessment.

Commuter Parking Fees (10.22.020)

1. The fee for each such permit shall be as follows:
 - a. Quarterly permit, fifty dollars;
 - b. Six-month permit, ninety-eight dollars and fifty cents;

- c. Annual permit, one hundred ninety-four dollars.
- 2. These permit fees shall be effective for permits sold for the third quarter of 1993 and subsequent time periods.
- 3. The fee for daily designated parking spaces shall be one dollar per day. The payment of such fee shall be paid in advance by depositing said sum in a designated depository.

Vehicle Licenses (10.32.010)

Motorcycles or motor bicycles	\$39.00
Passenger vehicles	48.00
Trucks "B" license (pickup and R.V.)	60.00
Trucks "D" and "F" licenses	105.00
Trucks "H" and "J" through "Z"	123.00
Buses and motor homes	57.00
Antique vehicles	6.00
Transfer or replacement licenses	3.00

Vehicle License – Senior Citizen Discount (10.32.022)

Passenger vehicles	\$16.00 (first vehicle), \$32.00 (each additional vehicle)
Trucks "B" license (pickup and R.V.)	\$20.00 (first vehicle), \$40.00 (each additional vehicle)

Excavation Permit Fee (12.20.040)- The Fee for such permits shall be \$25

Construction of Utility Facilities in the Public Right of Way Application Fee (12.30.040) - All applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$250.

Meter Testing (13.08.040) - \$2

Water for Construction (13.08.050) –

Deposits
\$150.00 per meter
\$50.00 per backflow preventer (if necessary)
All deposits are to be paid in full prior to the meter being issued.
Meter Rental Fees
\$50.00 per month
\$10.00 per day
Meter Usage Rates
\$50.00 minimum -- 4,000 gallons or less
\$10.00 for each additional 1,000 gallons

Water Rates (13.08.060)

Water service effective after September 30, 2009 shall be charged in accordance with the following schedule:

1. Single-family residence, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
2. Single business building, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
3. Multiple-family residence, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;

;

4. Multiple business building, , twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
5. Residential-business building, , twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;

Water service effective after September 30, 2010, and annually thereafter, shall be increased in accordance with the following schedule unless the village "proves-up" the coverage on any outstanding bonds per the most recent audit and determines that the rate increase may be reduced:

1. Single-family residence, the minimum charge shall be increased by three percent annually, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually;
2. Single business building, the minimum charge shall be increased by three percent annually, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually;
3. Multiple-family residence, the minimum charge shall be increased by three percent annually per dwelling unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per dwelling unit;
4. Multiple business building, the minimum charge shall be increased by three percent annually per business unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per business unit;
5. Residential-business building, the minimum charge shall be increased by three percent annually per residential or business unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per residential or business unit.

Water Rates Senior Citizen Discount (13.08.070)

Fixed rate of twelve dollars and ten cents minimum charge, plus three dollars and three cents per one thousand gallons for each one thousand gallons in excess of four thousand gallons.

Water Turn-On Fee (13.08.080) - \$10

Sewer Rates (13.09.020)

1. Single-family residence, twenty-five dollars (\$25);
2. Single-business building, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallons;
3. Multiple-family residence, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per dwelling unit;
4. Multiple-business building, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per business unit;
5. Residential business building, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per residential or business unit.

Sewer Turn-On Fee (13.09.040) - \$10

Sewer Rates Senior Citizen Discount (13.09.070)

Fixed rate of seventeen dollars (\$17)

Contamination Cleanup Cost – Water Service Reconnection Fee (13.12.050) - \$10

Clean-Up Bond (15.00.070) - \$1,000 (refundable)

Inspections (15.00.090 and 15.02.080) – Reinspection Fee – First Reinspection \$80; Subsequent Reinspections - \$100

Certificate of Occupancy (15.00.110(e)) – Temporary Occupancy - \$500 (refundable)

Building Permit Fees (15.02)

New Single Family, Duplex and Townhouse Building Permit Fees (15.02.010 (a))

Building Permit and Inspection Fee	\$0.25 per ft ²
	(basement and garage included)
	Minimum Charge \$1,200.00

New Multifamily/Nonresidential Buildings or additions/renovations to existing structures
(15.02.010(b))

Building Valuation/Construction Cost	
\$ 0.00 and up to \$ 2,499.99	\$ 50.00
\$ 2,500.00 and up to \$ 3,999.99	\$ 75.00
\$ 4,000.00 and up to \$ 5,999.99	\$ 100.00
\$ 6,000.00 and up to \$ 7,999.99	\$ 125.00
\$ 8,000.00 and up to \$ 9,999.99	\$ 155.00
\$ 10,000.00 and up to \$ 12,499.99	\$ 200.00
\$ 12,500.00 and up to \$ 14,999.99	\$ 225.00
\$ 15,000.00 and up to \$ 17,499.99	\$ 250.00
\$ 17,500.00 and up to \$ 19,999.99	\$ 300.00
\$ 20,000.00 and up to \$ 24,999.99	\$ 350.00
\$ 25,000.00 and up to \$ 29,999.99	\$ 400.00
\$ 30,000.00 and up to \$ 39,999.99	\$ 450.00
\$ 40,000.00 and up to \$ 49,999.99	\$ 550.00
\$ 50,000.00 and up to \$ 74,999.99	\$ 750.00
\$ 75,000.00 and up to \$ 99,999.99	\$ 925.00
\$ 100,000.00 and up to \$ 124,999.99	\$1,150.00
\$ 125,000.00 and up to \$ 149,999.99	\$1,375.00
\$ 150,000.00 and up to \$ 174,999.99	\$1,600.00
\$ 175,000.00 and up to \$ 200,000.00	\$1,800.00
\$ 200,000.00 and up to \$ 999,999.99	\$1,800.00 for first \$ 200,000.00 + \$7.50
	for each additional \$1,000.00 (or fraction thereof) above \$200,000.00
\$ 1,000,000.00 and above	\$7,750.00 for first \$1,000,000.00 + \$6.25

	for each additional \$1,000.00 (or fraction thereof) above \$1,000,000.00
--	---------------------------------------------------------------------------

Plan Review – In-house (15.02.020(b))

Building (commercial and multifamily)	
0 to 60,000 ft ³	\$ 325.00
60,001 to 80,000	\$ 400.00
80,001 to 100,000	\$ 510.00
100,001 to 150,000	\$ 585.00
150,001 to 200,000	\$ 665.00
Over 200,000 per 10,000 or fraction thereof	\$ 5.00
Mechanical	0.25 x Building Fee
Electrical	0.25 x Building Fee
Plumbing	0.25 x Building Fee
Single-Family/Townhomes	\$ 375.00/dwelling unit
Additional reviews, in excess of 2	\$100.00 each
Remodeling/Additions	\$250.00

Additional Permit Fees (15.02.030)

Construction trailer	\$100.00
Driveways	\$100.00
Lawn sprinkler systems	
- Less than 75 heads - Over 75 heads	\$60.00 \$30.00 each additional 50 heads or fraction thereof
Re-roof (residential single-family only)	\$50.00
Sewer/water repair	\$85.00

Sheds (120 sq. ft. or less)	\$85.00
Signs (permanent) Additional fee for electrical connection	\$1.25/sq. ft. - \$50.00 minimum
Temporary tents	\$80.00
Commercial occupancy permit	\$150.00

Plumbing Fees (15.02.040)

A. New Construction.

New single-family, duplex and townhouse buildings	\$325.00
---------------------------------------------------	----------

Plumbing permit fees for new construction other than that listed above will be combined with the building permit fee as figured in Section 15.20.010(B) of this title. This fee will be based on total construction costs and include all structural, electrical, plumbing, mechanical, interior and exterior finishes and normal site preparation.

B. Except as provided above, the permit fees for plumbing work shall be as indicated in the following schedule:

1. Three (3) fixtures or less	\$60.00
2. Each additional fixture or opening	\$6.00
(Items to be counted as fixtures include, without limitation: water closets, bidets, lavatories, bathtubs, hot water heaters, showers, kitchen sinks, utility sinks, drinking fountains, urinals, ejector pits, sump pits, floor drains, and dishwashing machines).	
3. Fire sprinkler systems:	
100 heads or less	\$180.00
Over 100 heads	+\$60.00/additional
100 heads or fraction thereof	
4. Lawn sprinkler systems:	
75 sprinkler heads or less	\$60.00

Over 75 sprinkler heads	+\$30.00/additional
50 heads or fraction thereof	
5. Water connection charges to connect to the village water distribution system shall be as follows:	
a. Single-family	\$2,500.00/dwelling unit
b. Duplex, townhome, and multifamily	\$2,500.00 per dwelling unit
c. Motels, hotels, institutional, commercial and industrial buildings:	
Water Service Lines	
1″	\$2,500.00
1- 1/4″ up to and including 2″	\$3,000.00
2- 1/2″ up to and including 3″	\$4,500.00
4″	\$6,000.00
5″	\$7,500.00
6″	\$9,000.00
8″	\$10,500.00
10″ or greater	\$12,000.00
d. Connection charges shall not be applicable to any current water customer who may be connected to a water service line rather than directly to the village water system.	
e. Water connection charges for any hotel, motels, institutional, commercial or industrial building shall be waived if all the following conditions apply:	
i. The water connection charge is solely related to an upgraded service connection required for the installation of a fire sprinkler system.	
ii. The building or structure was constructed prior to January 1, 1998.	
iii. A water service connection existed prior to January 1, 1998.	
6. Water meters:	

a. All meters	Cost plus installation
b. Handling fee	\$120.00
7. Sewer connection charges (connect to village sanitary sewer system):	
a. Single-family	\$2,500.00/unit
b. Duplex, townhome, multifamily	\$2,500.00/unit
c. Motels and hotels	\$1,000.00/room
d. Institutional, commercial and industrial buildings to be based on size of water service lines and its population equivalents (PE). Connection charges shall be as follows:	
Sewer Service Lines	
1″	\$2,500.00
1- 1/4″ up to and including 2″	\$4,320.00
2- 1/2″ up to and including 3″	\$6,480.00
4″ and over	\$9,000.00 + \$240.00 x PE
e. Connection charges shall not be applicable to any current sewer customer who may be connected to a sewer service line rather than directly to the village sanitary sewer system.	

Mechanical Fees (15.02.050)

Except as provided in 15.02.050(a), the permit fees for all mechanical work shall be as indicated in the following schedule:

\$0.00 and up to \$15,000.00	\$50.00
\$15,001.00 and over	\$50.00 + \$50.00/\$5,000.00 or fraction thereof

Electrical Fees (15.02.060)

A. New Construction.

New single-family, duplex and townhouse buildings	\$325.00
---------------------------------------------------	----------

Electrical permit fees for new construction other than that listed above will be combined with the building permit fee as figured in Section 15.02.010(B) of this chapter. This fee will be based on total construction costs and include all structural, electrical, plumbing, mechanical, interior and exterior finishes and normal site preparation.

B. Except as provided above, the permit fees for all electrical work shall be as indicated in the following schedule:

1. Installations or alterations of electrical services:	
0 to 200 ampere, 3 or 4 wire	\$50.00
201 to 1,000 ampere, 3 or 4 wire	\$75.00
Fees for services in excess of 1,000 amperes shall be computed on the basis of the rating of the service disconnects installed, prorated according to the schedule above.	
2. New fixtures, sockets, or receptacles	\$10.00/circuit
3. Minimum permit fee	\$50.00
4. For each motor or current-consuming device other than lighting fixtures:	
One motor or current-consuming device	\$10.00
Each additional motor or current device	\$5.00
5. Signs	\$ 1.25/sq. ft. - minimum \$50.00

Freestanding signs requiring a separate service shall require an additional service permit based on the fee schedule above.

Grading Review (15.02.070)

- Initial Review - \$650
- Additional Reviews - \$100 per additional review

Land Use Application Fees (Appendix A of Chapter 17)

ZONING APPROVAL											
Annexation	\$250 per acre, existing zoning lot, existing dwelling unit, or proposed zoning lot or dwelling unit, whichever is greater. A filing fee of 10% of the total fee, or a minimum of \$250, is payable upon application. The balance is due prior to approval of the final plat of subdivision. If the territory being annexed will not be subdivided, i.e. there be no application for final plat, then the balance is due prior to approval of the annexation.										
Rezoning	Application fees for re-zoning shall be based on total area to be re-zoned as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>< 2 acres</td> <td>\$300</td> </tr> <tr> <td>2 to < 5 acres</td> <td>\$500</td> </tr> <tr> <td>5 to < 10 acres</td> <td>\$750</td> </tr> <tr> <td>10 to < 20 acres</td> <td>\$1,000</td> </tr> <tr> <td>20 acres or more</td> <td>\$1,250</td> </tr> </table>	< 2 acres	\$300	2 to < 5 acres	\$500	5 to < 10 acres	\$750	10 to < 20 acres	\$1,000	20 acres or more	\$1,250
< 2 acres	\$300										
2 to < 5 acres	\$500										
5 to < 10 acres	\$750										
10 to < 20 acres	\$1,000										
20 acres or more	\$1,250										
Variation	\$250 per zoning lot										
Appeal	\$500										
Special Use	<table style="margin-left: 40px; border: none;"> <tr> <td>< 10 acres</td> <td>\$500</td> </tr> <tr> <td>10 acres or more</td> <td>\$750</td> </tr> </table>	< 10 acres	\$500	10 acres or more	\$750						
< 10 acres	\$500										
10 acres or more	\$750										
SUBDIVISION OF LAND											
Preliminary Plat	Applications for preliminary plat shall be based on total area of subdivision plus the proposed and/or existing number of dwelling units as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>< 3 acres</td> <td>\$300</td> </tr> <tr> <td>3 to < 5 acres</td> <td>\$600</td> </tr> <tr> <td>5 to < 10 acres</td> <td>\$1,000</td> </tr> <tr> <td>10 acres or more</td> <td>\$1,200</td> </tr> </table> <p style="margin-left: 40px;">plus \$50 per existing and/or proposed dwelling unit</p>	< 3 acres	\$300	3 to < 5 acres	\$600	5 to < 10 acres	\$1,000	10 acres or more	\$1,200		
< 3 acres	\$300										
3 to < 5 acres	\$600										
5 to < 10 acres	\$1,000										
10 acres or more	\$1,200										
Final Plat	Applications for final plat shall be based on total area of subdivision plus the proposed and/or existing number of dwelling units as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>< 3 acres</td> <td>\$300</td> </tr> <tr> <td>3 to < 5 acres</td> <td>\$600</td> </tr> <tr> <td>5 to < 10 acres</td> <td>\$1,000</td> </tr> <tr> <td>10 acres or more</td> <td>\$1,200</td> </tr> </table> <p style="margin-left: 40px;">plus \$25 per existing and/or proposed dwelling unit</p>	< 3 acres	\$300	3 to < 5 acres	\$600	5 to < 10 acres	\$1,000	10 acres or more	\$1,200		
< 3 acres	\$300										
3 to < 5 acres	\$600										
5 to < 10 acres	\$1,000										
10 acres or more	\$1,200										
Other Plats	Applications for all other plats will be \$300 per										

PUDs

Planned unit development fees, upon application, shall be the total of the all applicable fees for: annexation, rezoning, special use, and preliminary plat. Additionally, final plat fees shall be paid upon application for final plat approval.

ESCROW ACCOUNT

Escrow accounts shall be established with the Village for the following land use applications and in the following amounts:

Rezoning	\$500
Zoning Variation	\$500
Special Use	\$500
Subdivision	\$750
Annexation	\$750
PUDs	\$2,000

SITE DEVELOPMENT PERMIT FEES

Site development permit fees are based on the type of development: single-family residential, residential subdivision, or commercial, as indicated below.

Single-lot residential development	Fee is based on acreage of disturbed area as follows:
Less than 0.5 acres	\$200
0.5 acres and less than 2.0 acres	\$500
More than 2.0 acres, then fee is:	\$700

Residential Subdivisions	Fee is based on the following formula:
$(\text{ACRES} \times \$100) + (\text{ENGINEER'S ESTIMATE} \times 0.05)$	

Commercial Development	Fee is based on the following formula:
$(\text{ACRES} \times \$750) + (\text{ENGINEER'S ESTIMATE} \times 0.025)$	

Where "ENGINEER'S ESTIMATE" = the total estimated cost of all on-site public improvements to be installed or constructed.

SECTION 4: Effective Date: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law. Each provision of this Ordinance shall remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance, in which case the amended provision shall be immediately effective.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES ILLINOIS on this _____ Day of _____, 2010

AYES NAYS PASSED ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ronald Stapleton

Jeanette Virgilio

Approved by me this 13th day of September, 2010

BRIAN REAVES, Village President

Attest:

CHARLENE M. 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: Committee of the Whole #11-11

FROM: Charity Jones, Village Planner

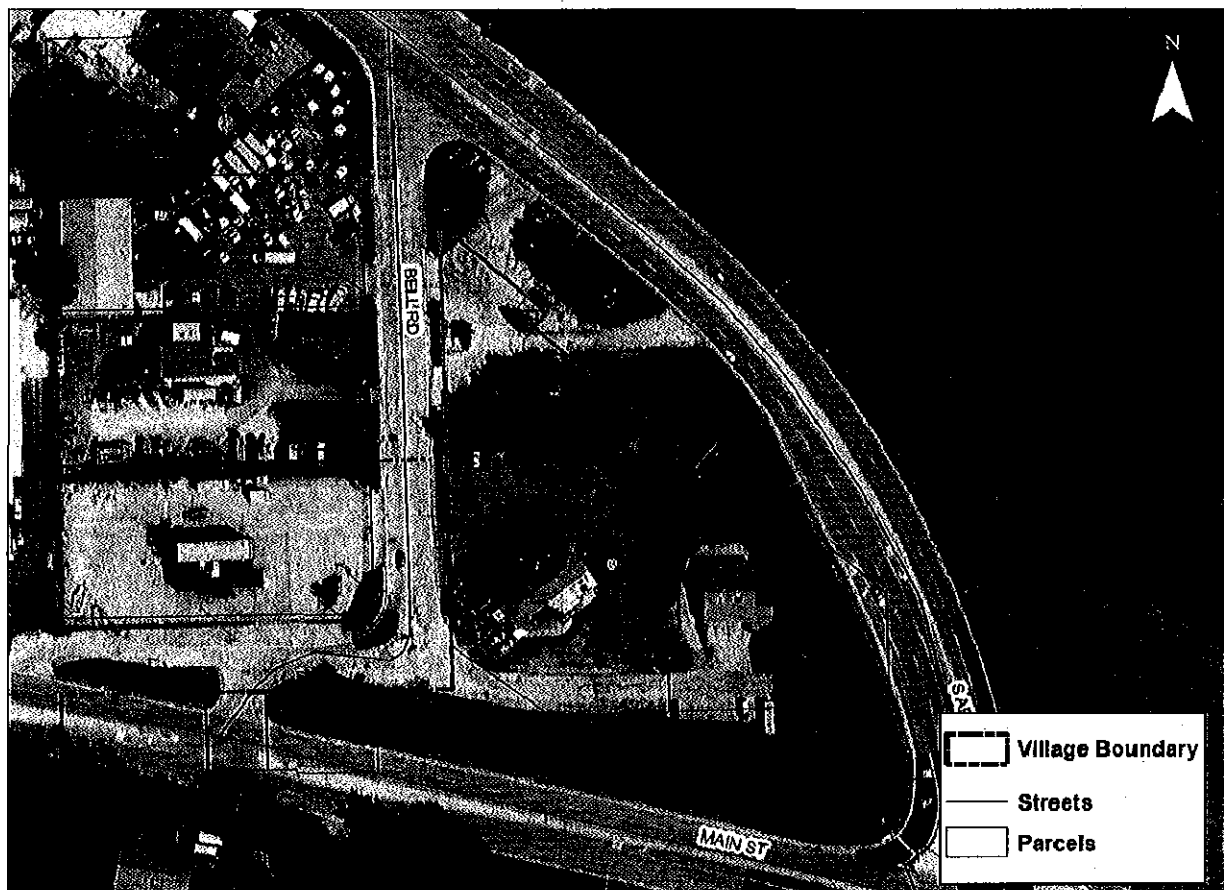
THRU James A. Brown, Planning & Economic Development Director

SUBJECT: 10985 Archer, Slyck Willy's carry-out restaurant

DATE: February 11, 2011

SUMMARY

Mr. Gus Tingos, owner of the subject property (PIN 22-13-302-009), is interested in annexing to the Village of Lemont and developing the site for a small carry-out restaurant. He has requested that the COW review and provide feedback on whether it would consider a carry-out fast food restaurant at this location.



BACKGROUND / ANALYSIS

In December 2009, the Technical Review Committee provided comments to Mr. Tingos on his concept plans for a carry-out fast food restaurant at this location. The Comprehensive Plan does not identify any future land use for this property. Staff did not generally object to the commercial use in general or the proposed use specifically but had several comments related to site design. Staff did and does assert that this area should become a gateway to Lemont. Since this would be the first development within the larger Route 83 gateway area, the Village should look to establish a theme that can be replicated on adjacent parcels and at other gateways in town: use of limestone (perhaps our downtown limestone and rail); possibly a native plant landscaping theme; and other streetscape design elements. To begin establishing this gateway, staff recommends the following for this site:

1. The site's design and layout must be aimed at accommodating the future development in the area. We cannot allow small, piecemeal development that might create obstacles for larger scale development. Therefore, this site must be designed to fit seamlessly as an outlet to a larger development. Ideally, the building would be close to the street, and the parking would primarily be on the west side on the site to will allow greater design flexibility in the future.
2. Landscaping along Route 83 must be done in such a manner that the design can easily be continued once other development begins on the surrounding properties.
3. Signage should be should be something that will easily fit into an overall sign plan for the larger area.
4. Any water and sewer extensions should also be done in a manner that allows future developers to further extend the lines.
5. All Village standards for stormwater management, parking, landscaping, etc. should be met.