

Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

VILLAGE BOARD MEETING

JUNE 13, 2011 - 7:00 P.M.

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

AGENDA

- I. PLEDGE OF ALLEGIANCE.
- II. ROLL CALL.
- III. CONSENT AGENDA. (RC)
 - A. APPROVAL OF MINUTES.
 - B. APPROVAL OF DISBURSEMENTS.
 - C. ORDINANCE ESTABLISHING PREVAILING RATE OF WAGES FOR PUBLIC WORKS CONSTRUCTION PROJECTS FOR THE VILLAGE OF LEMONT. (ADMINISTRATION)(REAVES)(WEHMEIER)
 - D. ORDINANCE AUTHORIZING SALE, DONATION AND/OR DISPOSAL OF SURPLUS EQUIPMENT (MOWERS). (ADMINISTRATION/PUBLIC WORKS) (REAVES/BLATZER) (WEHMEIER /SCHAFFER/PUKULA)
 - F. RESOLUTION GRANTING A 12-MONTH EXTENSION TO THE PUD AND ZONING APPROVALS FOR ASHFORD CONDOMINIUM DEVELOPMENT AT WALKER ROAD & MAIN STREET. (PLANNING & ED)(STAPLETON)(BROWN)
 - G. RESOLUTION GRANTING A 12-MONTH EXTENSION TO THE PUD AND ZONING APPROVALS FOR WINDSOR COURTS DEVELOPMENT LOCATED NW OF WALKER ROAD & MAIN STREET. (PLANNING & ED)(STAPLETON)(BROWN)
- IV. MAYOR'S REPORT
 - A. MAYORAL ENDOWMENT SCHOLARSHIP RECIPIENT MARKAS SERGALIS.
 - B. PRESENTATION OF CHARITY PROCEEDS - MAYOR'S DRIVE FOR CHARITY.
 - C. AUDIENCE PARTICIPATION.



V. CLERK'S REPORT

A. CORRESPONDENCE.

B. ORDINANCES

- 1. ORDINANCE GRANTING AMENDMENT TO O-12-05 (SPECIAL USE FOR A PUD) TO ALLOW OUTDOOR SEATING FOR SLAMMER'S PUB AND GRILL AT LEMONT VILLAGE SQUARE. (RC)
(PLANNING & ED)(STAPLETON)(BROWN)**
- 2. ORDINANCE GRANTING VARIATIONS TO GARAGE SETBACKS AT 703 PORTER STREET. (RC)
(PLANNING & ED)(STAPLETON)(BROWN)**
- 3. ORDINANCE ANNEXING PROPERTY AT 10985 S. ARCHER AVENUE. (RC)
(PLANNING & ED)(STAPLETON)(BROWN)**
- 4. ORDINANCE APPROVING ZONING MAP AMENDMENT AND SPECIAL USE TO ALLOW A DRIVE-THRU AT 10985 S. ARCHER AVENUE.**
- 5. ORDINANCE AUTHORIZING THE ACQUISITION, SALE AND EASEMENT FOR CERTAIN REAL PROPERTIES (ST. MATTHEW LUTHERAN CHURCH) (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER).**
- 6. ORDINANCE AUTHORIZING GRANT OF PUBLIC SIDEWALK EASEMENT (1301 MCCARTHY ROAD). (RC)
(ADMINISTRATION/PUBLIC WORKS)(WEHMEIER/SCHAFER/PUKULA)**

C. RESOLUTIONS

- 1. RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR STEPHEN STREET WATER MAIN EXTENSION. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
- 2. RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR NEW AVENUE WATER MAIN REPLACEMENT. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**

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 May 23, 2011

The regular meeting of the Lemont Village Board was held on Monday, May 23, 2011 at 7:15 p.m., President Brian Reaves presiding. Roll call: Blatzer, Chialdikas, Stapleton, Sniegowski, Virgilio; present. Miklos absent.

III. CONSENT AGENDA

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

- A. Minutes
- B. Approval of Disbursements
- C. Approval of Class A-3 Liquor License for La Dolce Vita Group, Inc. 107 Stephen Street.

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

IV. MAYOR'S REPORT

Mayor Reaves attended Lemont High School Awards Night before this meeting to present the Mayoral Endowment scholarship to a graduating senior.

We are still waiting for a decision in Springfield regarding the Local Government Distributive Fund and our share which is 5 months behind. The Legislature will work on this before they close this session. Perhaps late Friday or early Saturday a.m. we will have implementation.

Motion by Blatzer, seconded by Chialdikas, to approve a Proclamation for the Lemont-Homer Glen Relay for Life Paint the Town Purple campaign. Voice vote: 5 ayes. Motion passed.

Motion by Chialdikas, seconded by Blatzer, to approve Proclamations for Eagle Scouts Michael Meyers, Michael Finnegan, Stefan Parafink, and James Durham. Voice vote: 5 ayes. Motion passed.

AUDIENCE PARTICIPATION - AGENDA ITEMS

David Wilkes of 13411 High Road addressed the Board regarding the poor condition of High Road. He feels there is an immediate need for repair

V. CLERK'S REPORT

The June, 2011 through May, 2012 Calendar was presented. Motion by Stapleton, seconded by Sniegowski, to adopt said calendar. Voice vote: 6 ayes. Motion passed. There will be no regular meetings on October 10, December 26, March 26 and May 28.

Clerk Smollen reported that she attended the IIMC Conference two weeks ago.

ORDINANCES

Ordinance O-34-11 - Ordinance Approving an Agreement Pertaining to Regulation of Vehicles, Traffic and Parking (Singer Landing). Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; ayes. Miklos absent. Motion passed.

Ordinance O-35-11 - Ordinance Amending Section 6.04.020 of the Lemont Municipal Code: Definitions - Control of a Dog, Cat or Pet. Motion by Blatzer, seconded by Virgilio, to adopt said ordinance. Roll call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; ayes. Miklos absent.

Motion passed.

RESOLUTIONS

Resolution R-36-11 - Resolution for Maintenance of Streets & Highways - 1998 MFT Program. Motion by Blatzer, seconded by Stapleton, to adopt said Resolution. Roll call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; ayes. Trustee Miklos absent. Motion passed.

Resolution R-37-11 - Resolution for Maintenance of Streets & Highways - 1999 MFT Program.
Resolution R-38-11 - Resolution for Maintenance of Streets & Highways - 2001 MFT Program. Motion by Sniegowski, seconded by Blatzer, to approve Resolutions R-37-11 and R-38-11 by omnibus vote. Voice vote: 5 ayes. Motion passed.

Resolution R-39-11 Resolution Approving Inmate Operator Service Subscriber Agreement with NCIC. Motion by Chialdikas, seconded by Blatzer, to adopt said Resolution. Roll call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; ayes. Trustee Miklos absent. Motion passed.

Resolution R-40-11 - Resolution Adopting an Identity Protection Policy. Motion by Blatzer, seconded by Sniegowski, to adopt said Resolution. Roll call: Sniegowski, Stapleton Virgilio, Blatzer, Chialdikas; ayes. Trustee Miklos absent. Motion passed.

Resolution R-41-11 - Resolution Requesting Inclusion in the Cook County Urban County CDBG Program. Motion by Blatzer, seconded by Chialdikas, to adopt said Resolution. Roll call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; ayes. Trustee Miklos absent. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

Asked Village residents to remember on Memorial Day those who gave their lives in service to their country.

VIII. BOARD REPORTS

IX. STAFF REPORTS

Community Development Jim Brown reported that the Village and the applicant will be discussing the possible annexation of 10985 Archer Avenue by Gus Tingles for a drive-thru for his hot dog shop.

Police Chief Shaughnessy reminded residents to attend the memorial service in downtown Lemont on Memorial Day. The Police Department raised over \$5,000 on May 20 for Special Olympics with the "Cop on Top" event at Dunkin' Donuts.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

Mayor Reaves announced that the IEPA will hold a public hearing on air quality on May 25 at the Township Community Center.

XII. EXECUTIVE SESSION

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

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

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

XIII. ACTION ON CLOSED SESSION ITEMS

There was discussion of possible annexations after the Executive Session.
The Village Administrator's evaluation was discussed.

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 10:22 p.m. Voice vote: 5 ayes. Motion passed.

Village Board

Agenda Memorandum

Item

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator

subject: Ordinance Establishing the Prevailing Rate of Wages for Public Works Construction Projects

date: May 31, 2011

BACKGROUND/HISTORY

The Village is required by state statute to annually establish the prevailing rate of wages for public works construction projects. The attached ordinance would establish that the prevailing wages of the Village are the same as the prevailing rate of wages for construction work in Cook County as determined by the Illinois Department of Labor as of June of this year. The Village is required to utilize the rates of wages, or any revisions that supersede the Department's determination, on all public works construction projects undertaken by the Village.

RECOMMENDATION

Since this is a housekeeping item, it has been placed on the consent agenda. Staff recommends approval of the Ordinance.

ATTACHMENTS

1. Ordinance Establishing the Prevailing Rate of Wages for Public Works Construction Projects.
2. Cook County Prevailing Wages for June, 2011.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Approval of Ordinance Establishing a Prevailing Wage on the consent agenda.

VILLAGE OF LEMONT

ORDINANCE _____

**ORDINANCE ESTABLISHING PREVAILING RATE OF WAGES
FOR PUBLIC WORKS CONSTRUCTION PROJECTS
FOR THE VILLAGE OF LEMONT
COOK, WILL AND DU PAGE COUNTIES, IL**

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

This 13th day of June, 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 13th day
of June, 2011**

ORDINANCE _____

**ORDINANCE ESTABLISHING PREVAILING RATE OF WAGES
FOR PUBLIC WORKS CONSTRUCTION PROJECTS FOR
THE VILLAGE OF LEMONT
COOK, WILL & DU PAGE COUNTIES, IL**

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, being Section 130-1et seq., Chapter 820, ILCS; and

WHEREAS, the aforesaid Act requires that the Village of Lemont investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village, employed in performing construction of public works, for said Village.

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

SECTION 1: To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city of any public body or any political subdivision or by one under contract for public works,” approved June 26, 1941, as amended, the general prevailing wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County area as determined by the Department of Labor of the State of Illinois as of June, 2009, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the aforesaid Act.

SECTION 3: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of such prevailing rate of wage.

SECTION 4: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names, addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State, Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS, ON THIS 13th day of June, 2011.

AYES NAYS PASSED ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430

TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines

(2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engines); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines

(2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ralph Pukula, Public Works Director

Subject: An Ordinance Authorizing the Sale, Donation and/or Disposal of Surplus
Equipment- Mowers

date: June 8, 2011

BACKGROUND/HISTORY

Staff is recommending the disposal of two lawn mowers in the Public Works Department. The equipment no longer has any useful life for the department.

The Lemont Park District has expressed interest in the equipment, but this still needs to be worked out. The attached Ordinance gives staff authorization to dispose of the equipment.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

RECOMMENDATION

Passage of Ordinance Authorizing the Disposal of Surplus Equipment

ATTACHMENTS (IF APPLICABLE)

- 1) Ordinance with Attachment

SPECIFIC VILLAGE BOARD ACTION REQUIRED

- 1) Approval of Ordinance requires at least 3/4 of the corporate authorities

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING THE SALE, DONATION AND/OR DISPOSAL OF
SURPLUS EQUIPMENT OWNED BY THE VILLAGE OF LEMONT**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13TH DAY OF JUNE, 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 13th day
of June, 2011.**

ORDINANCE _____

**ORDINANCE AUTHORIZING THE SALE, DONATION
AND/OR DISPOSAL OF
SURPLUS EQUIPMENT OWNED BY THE VILLAGE OF LEMONT**

WHEREAS, in the opinion of the corporate authorities of the VILLAGE OF LEMONT, it is no longer necessary or useful to or for the best interests of the VILLAGE OF LEMONT to retain certain personal property identified on the attached Exhibit "A," and

WHEREAS, Illinois Compiled Statutes, 65 ILCS 5/11-76-4, authorizes the disposition of said personal property as authorized by a majority of the corporate authorities.

NOW, THEREFORE, BE IT ORDAINED by the corporate authorities of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, as follows:

SECTION ONE: That the property, identified as Exhibit "A" attached hereto and made a part hereof, shall be sold, donated and/or disposed of as scrap by the Village Administrator.

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage by at least three-fourths of all the corporate authorities, and approval in the manner provided by law.

SECTION THREE: 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 FOUR: All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS on this day of _____, 2011.

AYES

NAYS

PASSED

ABSENT

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

Brian K. Reaves, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

Exhibit A

Equipment #	Year	Equipment	Serial #
184	2001	Grasshopper 928D	5117330
185	2001	Grasshopper 928D	5116398



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
Village Board #052-11

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

THRU:

SUBJECT: **Extensions for Approvals of Main Street Developments**

DATE: 7 June 2011

SUMMARY

Section 17.08.080.F of the Unified Development Ordinance states that a PUD Preliminary Plan/Plat shall lapse and be of no further effect if a complete PUD Final Plan/Plat application has not been submitted within twelve months of the date of the PUD Preliminary Plan/Plat approval, unless an extension is granted by the Village Board of Trustees. Similar clauses are often included in annexation agreements or PUD approvals.

In June 2009 the Village Board approved two residential developments along Main Street: Windsor Courts (townhouses) and Ashford Condos. In June 2010 the Village extended the approvals by an additional year, i.e. until June 2011.

RECOMMENDATION

Staff requests approval on the consent agenda. The attached ordinance would extend approval for an additional year.

ATTACHMENTS

1. A RESOLUTION GRANTING A TWELVE-MONTH EXTENSION TO THE PUD PRELIMINARY PLAN/PLAT AND R-6 ZONING APPROVALS FOR A 56-UNIT, MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT THE INTERSECTION OF WALKER ROAD AND MAIN STREET IN LEMONT, IL.
2. A RESOLUTION GRANTING A 12-MONTH EXTENSION TO THE PUD PRELIMINARY PLAN/PLAT AND R-5 ZONING APPROVALS FOR AN 18.29 ACRE SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT LOCATED NORTHWEST OF WALKER ROAD AND MAIN STREET IN LEMONT, IL.

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION GRANTING A TWELVE-MONTH EXTENSION TO THE PUD
PRELIMINARY PLAN/PLAT AND R-6 ZONING APPROVALS FOR A 56-UNIT,
MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT THE
INTERSECTION OF WALKER ROAD AND MAIN STREET IN LEMONT, IL.**

(Ashford Condos)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
this 13th Day of June, 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 13th day of June, 2011.**

RESOLUTION NO. _____

A RESOLUTION GRANTING A TWELVE-MONTH EXTENSION TO THE PUD PRELIMINARY PLAN/PLAT AND R-6 ZONING APPROVALS FOR A 56-UNIT, MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT THE INTERSECTION OF WALKER ROAD AND MAIN STREET IN LEMONT, IL.

(Ashford Condos)

WHEREAS, the Village of Lemont passed O-52-09 on June 22, 2009, granting PUD Preliminary Plan/Plat approval for a 56-Unit Multi-Family Residential Development known as Ashford Condominiums, located at the intersection of Walker Road and Main Street; and

WHEREAS, Section 17.08.080.F of the Unified Development Ordinance states that a PUD Preliminary Plan/Plat shall lapse and be of no further effect if a complete PUD Final Plan/Plat application has not been submitted within twelve months of the date of the PUD Preliminary Plan/Plat approval, unless an extension is granted by the Village Board of Trustees; and

WHEREAS, the Village of Lemont passed O-50-09 on June 22, 2009, authorizing the execution of the Ashford Condominiums Annexation Agreement; and

WHEREAS, the "Reversion of PUD and Zoning" section of Article Three of the Ashford Condominiums Annexation Agreement states that if the Owner/Developer of the subject property does not file a complete PUD Final Plan/Plat application within one year of the effective date of the Annexation Agreement, the PUD Preliminary Plan/Plat approval shall expire and the zoning of the subject property shall revert to the R-1 Single-Family Residential zoning district; and

WHEREAS, on June 14, 2010 the Village passed Resolution R-36-10 extended said approvals for an additional year; and

WHEREAS, the Petitioner, William Brennan, President of Erie Construction Company, Developer of the subject property, has requested an extension of the PUD Preliminary Plan/Plat approval granted by O-52-09 and an extension of the PUD and zoning approvals granted in said ordinances.

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

Section 1. The Village Board of Trustees hereby approves the petitioner's request for a twelve- month extension to the PUD Preliminary Plan/Plat. If the petitioner does not submit a complete PUD Final Plan/Plat application by June 13, 2012, the PUD Preliminary Plan/Plat shall lapse and be of no further effect.

Section 2. The Village Board of Trustees hereby approves the petitioner's request for a twelve-month extension to the zoning reversion clause of the "Reversion of PUD and Zoning" section of Article Three of the Ashford Condominiums Annexation Agreement.

Section 3. All other sections and conditions of O-50-09 and O-52-09 remain as approved by the Village Board of Trustees on June 22, 2009.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 13th DAY OF JUNE, 2011.

AYES

NAYS

PASSED

ABSENT

DEBBY BLATZER

PAUL CHIALDIKAS

CLIFFORD MIKLOS

RICK SNIEGOWSKI

RON STAPLETON

JEANNETTE VIRGILIO

Approved by me this 13th day of June, 2011.

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**AN RESOLUTION GRANTING A TWELVE-MONTH EXTENSION TO THE PUD
PRELIMINARY PLAN/PLAT AND R-5 ZONING APPROVALS FOR AN 18.29 ACRE
SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT LOCATED
NORTHWEST OF WALKER ROAD AND MAIN STREET IN LEMONT, IL**

(Windsor Courts)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
this 13th Day of June, 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 13th day of
June, 2011.**

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**AN RESOLUTION GRANTING A TWELVE-MONTH EXTENSION TO THE
PUD PRELIMINARY PLAN/PLAT AND R-5 ZONING APPROVALS FOR AN
18.29 ACRE SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT
LOCATED NORTHWEST OF WALKER ROAD AND MAIN STREET IN
LEMONT, IL**

(Windsor Courts)

WHEREAS, the Village of Lemont passed O-49-09 on June 22, 2009, granting PUD Preliminary Plan/Plat approval for an 18.29 acre single-family attached residential development located northwest of Walker Road and Main Street; and

WHEREAS, Section 17.08.080.F of the Unified Development Ordinance states that a PUD Preliminary Plan/Plat shall lapse and be of no further effect if a complete PUD Final Plan/Plat application has not been submitted within twelve months of the date of the PUD Preliminary Plan/Plat approval, unless an extension is granted by the Village Board of Trustees; and

WHEREAS, the Village of Lemont passed O-47-09 on June 22, 2009, authorizing the execution of the Windsor Courts Annexation Agreement; and

WHEREAS, the “Reversion of PUD and Zoning” section of Article Three of the Windsor Courts Annexation Agreement states that if the Owner of the subject property does not file a complete PUD Final Plan/Plat application within one year of the effective date of the Annexation Agreement, the PUD Preliminary Plan/Plat approval shall expire and the zoning of the subject property shall revert to the R-1 Single-Family Residential zoning district; and

WHEREAS, on June 14, 2010 the Village passed Resolution R-37-10, extending said approvals for an additional year; and

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

Section 1. The Village Board of Trustees hereby approves a twelve- month extension to the PUD Preliminary Plan/Plat. If the petitioner does not submit a complete PUD Final Plan/Plat application by June 13, 2012, the PUD Preliminary Plan/Plat shall lapse and be of no further effect.

Section 2. The Village Board of Trustees hereby approves the petitioner's request for a twelve-month extension to the zoning reversion clause of the "Reversion of PUD and Zoning" section of Article Three of the Windsor Courts Annexation Agreement.

Section 3. All other sections and conditions of O-47-09 and O-49-09 remain as approved by the Village Board of Trustees on June 22, 2009.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 13th DAY OF JUNE, 2011.

AYES NAYS PASSED ABSENT

DEBBY BLATZER
PAUL CHIALDIKAS
CLIFFORD MIKLOS
RICK SNIEGOWSKI
RON STAPLETON
JEANNETTE VIRGILIO

Approved by me this 13th day of June, 2011.

BRIAN K. REAVES, Village President

Attest:

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 Brian K. Reaves #053-11
Village Board of Trustees

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

THRU:

SUBJECT: Case 11-07 – Lemont Village Square Outdoor Seating

DATE: 7 June 2011

SUMMARY

Tom Gangas, the owner and manager of Slammer's Pub & Grill in the Lemont Village Square shopping center, would like to incorporate an outdoor dining area in front of his storefront and the storefront formerly occupied by the Wine Emporium. Mr. Gangas would lease the former Wine Emporium space and use it for hosting banquets and special events. His outdoor seating plan requires a change to the planned unit development agreement. The Planning & Zoning Commission recommended approval by a vote of 5-0.

PROPOSAL INFORMATION

Case No. 11.07
Project Name Lemont Village Square Outdoor Seating

General Information

Applicant	Tom Gangas
Status of Applicant	owner / manager of the subject business with concurrence of owner of Lemont Village Square
Requested Actions:	Amendment to a PUD ordinance to allow outdoor seating area
Site Location	Slammer's Pub & Grill, Lemont Village Square, 1237-51 State Street
Existing Zoning	Lemont B-3 PUD
Size	7.2 acres
Existing Land Use	Commercial
Surrounding Land Use/Zoning	The subject site is within a commercial development which is all B-3 zoning
Comprehensive Plan 2002	N/A
Zoning History	The shopping center was approved in Feb 2005. A special use for the Aldi's supermarket was granted in

Oct 2007. An amendment to the PUD's sign plan was approved in Nov 2010.

Special Information	
Public Utilities	N/A
Transportation	N/A
Physical Characteristics	N/A

BACKGROUND

On 14 February 2005 the Village Board approved Ordinance O-12-05, "An Ordinance Granting the Request for a Special Use for a Planned Unit Development (PUD) on a 7.2 Acre Parcel(s), Located at 1237, 1243, and 1251 S. State Street and Rezoning from B-3 Arterial Commercial District and Cook County R-4 Residence District to Village B-3 PUD in Lemont, Illinois." This planned unit development approval included a site plan and seven conditions, including the following:

"4. No outdoor sales or storage shall be permitted, with the exception of the outdoor café use (sales of food and beverage) at the "out-parcel" (coffee shop/ice cream parlor) building and outdoor merchandise display within the fenced enclosure south of the Ace Hardware building."

The Village's Unified Development Ordinance provides for two ways to modify PUD plans. "Minor modifications" of plans may be approved by the Planning & Economic Development Director. "Major modifications" of plans require a re-review and re-approval in accordance with the provisions for initial PUD approval (§17.08.090). A major modification is defined, *inter alia*, as something that "represents change to the overall character of the previously approved plan/plat." I consider the introduction of such a large outdoor seating area, with tall fences and a bar and grill to be something that changes the overall character of the currently approved plans.

THE PROPOSAL AND GENERAL COMMENTS

Mr. Gangas would like to lease the former Wine Emporium store space, convert it for use to banquets and special events, and establish an outdoor seating area in front of both his current pub & grill and the Wine Emporium space. An outdoor bar and grill would be established near his current storefront. (See attached plan.) The use would be seasonal, stretching perhaps from May until October.

Noise, illumination, and odors are some of the concerns that the Village should ensure are mitigated. Additional concerns for the Village also include the aesthetics of the large seating area, hours of operation, and the typical policing concerns associated with alcohol consumption.

Compatibility with Existing Land Uses. The current tenant mix at Lemont Village Square includes a coffee shop, a sandwich shop, a clothing store, a child learning center, a hair salon/spa, and a supermarket. Build-outs for a chiropractic office and a martial arts studio are being completed. The proposed location and extent of the dining area should not greatly impact any of these uses. The location of the two storefronts is tucked

into one corner of the development, and ample sidewalk area will remain for pedestrians.

Mr. Gangas should clarify:

- Intended hours of operation
- How the area will be illuminated

Fire Department Comments. The Fire Marshal provided comments concerning egress and potential increase in occupant load. He suggests two separate means of exiting the outdoor seating area. These exits would be in addition to the egress through the restaurant building. His comments are attached. The applicant submitted a revised plan that includes two egress points.

STANDARDS FOR SPECIAL USE

Since this is an amendment to a special use, I have included the special use standards and an analysis with this report. UDO Section 17.04.150.C states that special use requests must be consistent with the following six standards to be recommended by the PZC for approval:

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

Analysis. The requested outdoor seating area could provide additional convenient services for the public at the subject site.

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

Analysis. Vehicular and pedestrian traffic flow will not be impeded by the enclosed outdoor seating area. Efforts to mitigate noise and illumination should be explained by the applicant.

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

Analysis. Since the proposed outdoor seating area is sheltered from other off-site uses, it should not cause substantial injury to those off-site land uses. The outdoor dining could attract more visitors to the shopping center, thus giving the other businesses exposure and creating more traffic to the area. However, some of the tenants within the shopping area may not welcome the outdoor seating, fearing that a large outdoor area for the consumption of food and alcoholic beverages is inconsistent with the business image they want to present.

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

Analysis. Generally, the expansion of an existing business with an outdoor seating area should not generate excessive demands on the Village's services. However, the Lemont Police Department recently has experienced troubles with patrons of an outdoor dining area in the downtown. Limiting hours of operation and ensuring the Village's code requiring patrons who consume alcohol to be seated and also receive food should mitigate demands on Village police services.

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

Analysis. I see no inconsistencies with the proposed plan and "standards enumerated elsewhere" in the UDO.

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

Analysis. A Village ordinance covers outdoor dining on public sidewalks. While this location will not be on a public sidewalk, the proposed outdoor dining does nevertheless meet the standards of the Village ordinance governing outdoor seating areas (attached).

PUBLIC HEARING AND PZC RECOMMENDATION

On 18 April 2011 the Planning & Zoning Commission (PZC) conducted a public hearing on the proposed seating area. There was no public comment, and the PZC voted 5-0 to recommend approval. The PZC's Findings of Fact have been incorporated into the attached ordinance.

ATTACHMENT

An Ordinance Granting an Amendment to Ordinance O-12-05 (Special Use for a Planned Unit Development) to Allow an Outdoor Dining Area at Lemont Village Square

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE O-12-05
(SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW AN
OUTDOOR DINING AREA AT LEMONT VILLAGE SQUARE**

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 13th Day of June, 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 13th day of
June, 2011**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE O-12-05
(SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW AN
OUTDOOR DINING AREA AT LEMONT VILLAGE SQUARE**

WHEREAS, the Village Board of Trustees approved Ordinance O-12-05, granting special use for a planned unit development and rezoning to B-3 PUD for Lemont Village Square, located at 1237 S. State Street in Lemont, Illinois, hereinafter referred to as the subject property and described in the attached legal description as Exhibit A,

WHEREAS, Tom Gangas, manager of Slammer's Pub & Grill, with the concurrence of Brad Byarski, member of OS Lemont Development Company, LLC, owner and developer of the subject property, has applied for an amendment to the said Ordinance O-12-05 in order to establish an outdoor dining area; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on said application on April 18, 2011; 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 Planning and Zoning Commission has recommended approval of the request for said amendment to Ordinance O-12-05 by a vote of 5-0; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have 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.

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: The foregoing recitals are incorporated herein as though fully set forth.

SECTION 2: Paragraph 4 of Section 2 of Ordinance O-12-005 is hereby amended to read in its entirety:

"No outdoor sales or storage shall be permitted, with the exception of the outdoor café use (sales of food and beverage) at the out-parcel (coffee shop/sandwich shop)

building and outdoor dining area as indicated on the site plan attached hereto as Exhibit C."

SECTION 3: The fence and gates enclosing the dining area hereby approved by this ordinance shall be constructed in a manner and with materials consistent with the illustrations attached hereto as Exhibit D.

SECTION 4: This Ordinance shall be in force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 13th day of June, 2011.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ron Stapleton

Jeanette Virgilio

Approved by me this 13th day of June, 2011

**_____
BRIAN K. REAVES, Village President**

Attest:

**_____
CHARLENE M. SMOLLEN, Village Clerk**

Exhibit A
to
**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE O-12-05 (SPECIAL USE
FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW AN OUTDOOR DINING AREA AT
LEMONT VILLAGE SQUARE**

LEGAL DESCRIPTION OF LEMONT VILLAGE SQUARE

1243 State Street:

THE SOUTH 100 FEET OF THE WEST 225 FEET OF THE NORTH $\frac{1}{2}$
OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST
 $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 37 NORTH,
RNGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS

1251 State Street:

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$
OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

AND

THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$
OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Exhibit B
to
**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE O-12-05 (SPECIAL USE
FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW AN OUTDOOR DINING AREA AT
LEMONT VILLAGE SQUARE**

FINDINGS OF FACT

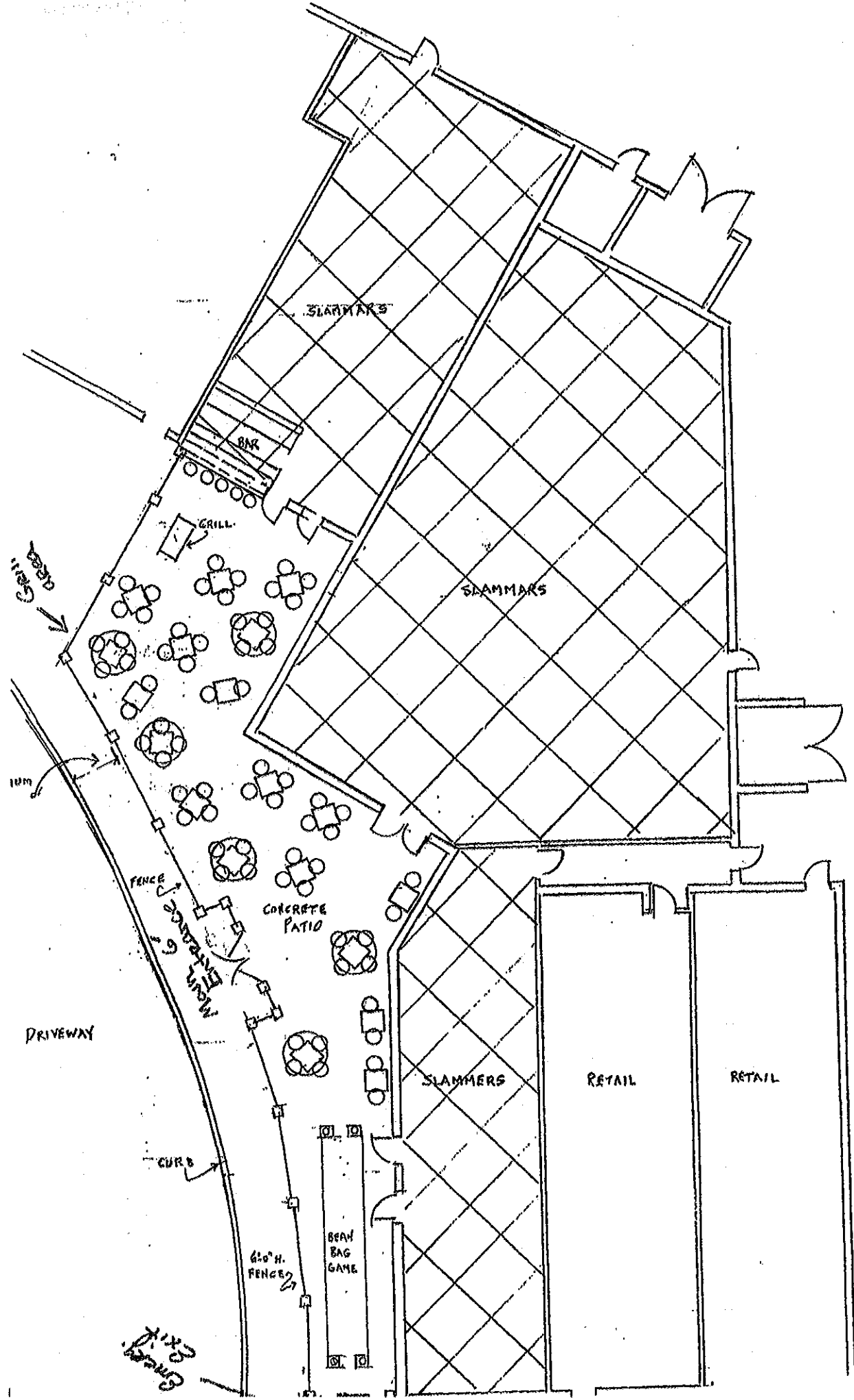
1. The requested outdoor seating area would help promote business in the community and at the Lemont Village Square shopping center,
2. The requested outdoor seating area is consistent with current Village regulations governing the establishment of such outdoor dining areas.
3. The locations and design of the outdoor seating area should help mitigate any adverse effects such as noise and illumination on surrounding tenants in the shopping center and surrounding land uses.

Exhibit C
to
**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE O-12-05 (SPECIAL USE
FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW AN OUTDOOR DINING AREA AT
LEMONT VILLAGE SQUARE**

Site Plan

Exhibit D
to
**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE O-12-05 (SPECIAL USE
FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW AN OUTDOOR DINING AREA AT
LEMONT VILLAGE SQUARE**

Fence and Gate Construction, page ____ of ____



N

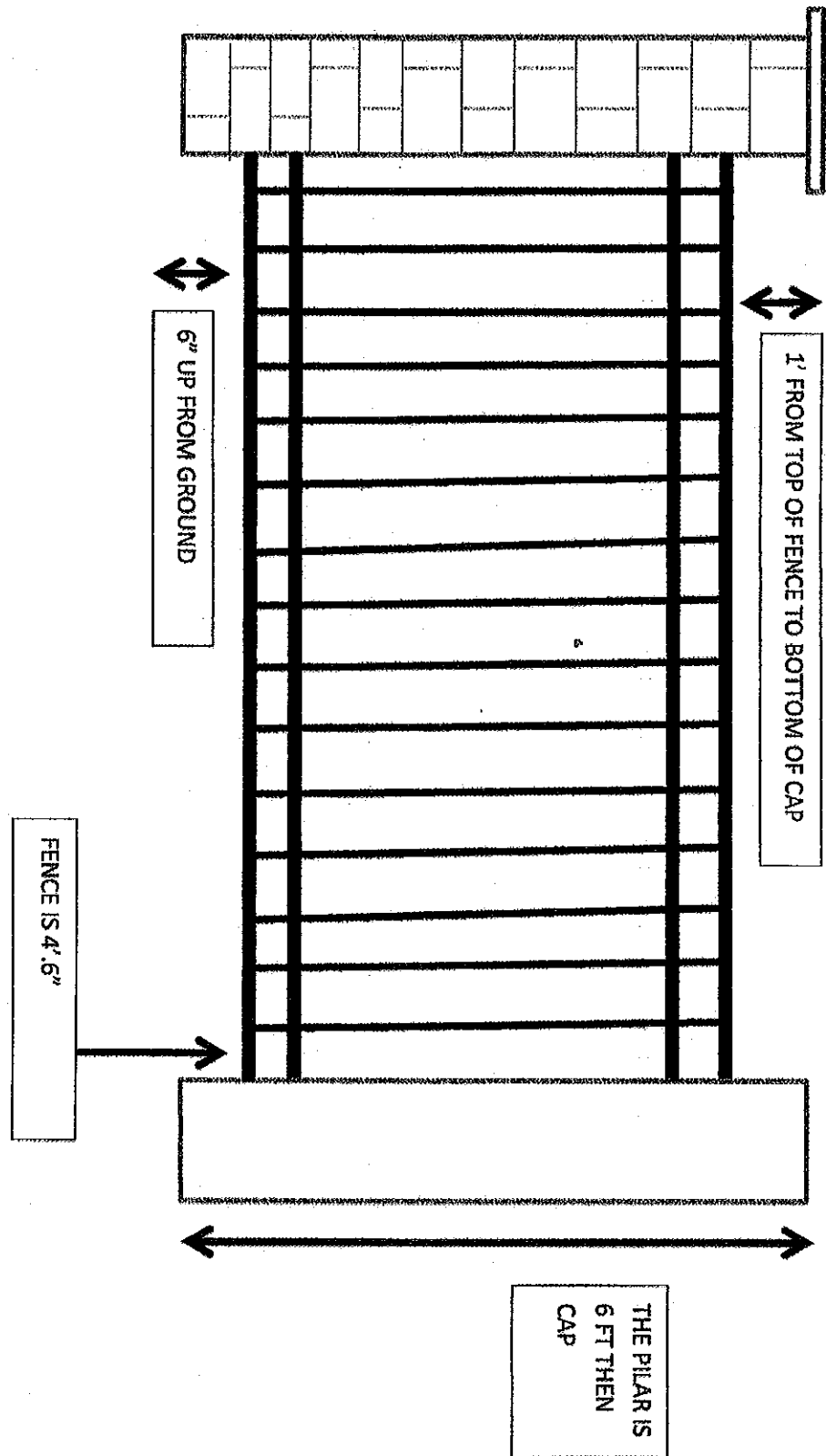


Exhibit D

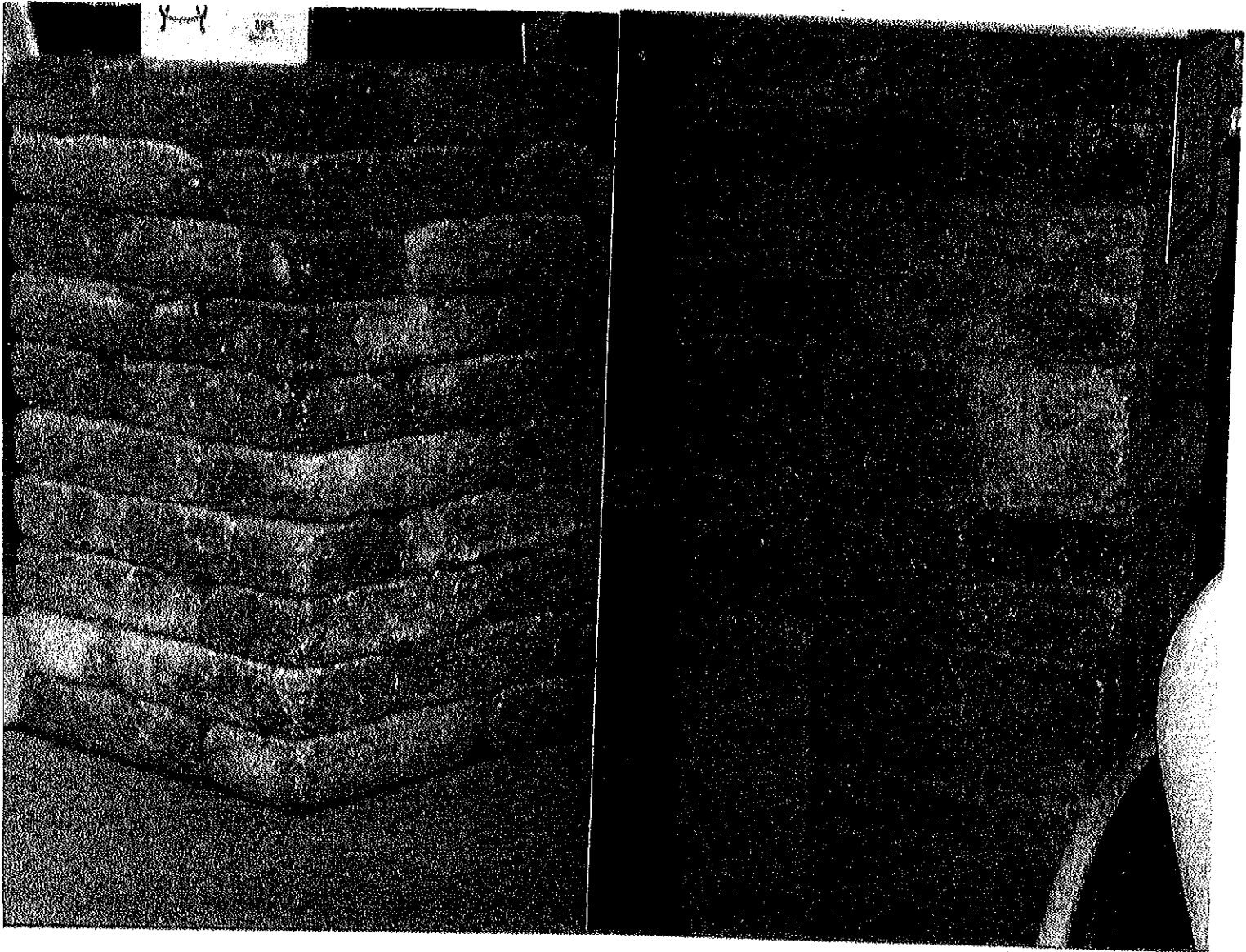


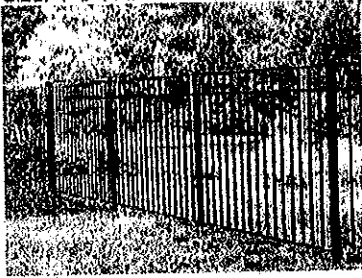
Exhibit D

STORE #3189
13956 SOUTH BELL ROAD
HOMER GLEN, IL
60491-8500

PHONE: 708-301-4960
FAX: 708-301-5206

EZ Fence

Asbury 3 Rail Fence, 4' 6" x 6'
Series Number: RR9543BL_ALUM
Model Number: 1716720
Sku Number: 171-6720
Size: 4' 6" X 6'



Product Features:

The Asbury aluminum 3 rail fence panel is a easy to install fence panel that is 4'6" x 6' wide. Constructed of quality aluminum and designed with simple, elegant lines.

- 4' 6" high
- 6' wide panel
- Quality Aluminum Construction
- Easy and fast installation
- Selected Option: black

Delivery: Stock item at this store.

* Images may not represent exact colors or patterns

Accessories

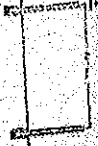
- Asbury Arch Gate, 4' 6" X 4' SIZE:4' 6" X 4'

If you would like to purchase this item please talk to a team member at the store, or call the store at 708-301-4960.

If you would like to find this item again look in the Building Materials Catalog
-Press "Search by Sku#"
-Type in 171-6720
-Press Enter

Exhibit D

① REMOVE EXISTING
SETTING CHAIRS
12" ON CENTER



② REMOVE
BRACKET TO
KNOW PER
INSTRUCTIONS



③ REMOVE BRACKET
BETWEEN POSTS
WITH FINISHED
BOARDS/RAILS/POSTS



Exhibit D

STORE #3189
13946 SOUTH BELL ROAD
HOMER GLEN, IL
60491-8500

PHONE: 708-301-4960
FAX: 708-301-5206

EZ Fence

Asbury Arch Gate, 4' 6" X 4'
Series Number: GR9543A048ARCHW
Model Number: 1716727
Sku Number: 171-6727
Size: 4' 6" X 4'



Product Features:

The Asbury Arch Gate's quality construction and curved design will add character and value to your fence project. Use this gate with your 4'6" high 3 Rail Asbury Fence.

- 4' 6" high gate
- 4' wide
- Quality Aluminum Construction
- Easy and fast installation
- Selected Option: black

Delivery: Stock item at this store.

* Images may not represent exact colors or patterns

Accessories

- Asbury 3 Rail Fence, 4' 6" x 6' SIZE: 4' 6" X 6'

If you would like to purchase this item please talk to a team member at the store, or call the store at 708-301-4960.

If you would like to find this item again look in the Building Materials Catalog

- Press "Search by Sku#"
- Type in 171-6727
- Press Enter

Exhibit D



Exhibit D

Fence and Gate Construction
Page 6 of 6



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Brian K. Reaves
Committee of the Whole #048-11

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

THRU

SUBJECT: Case 11-01 – 703 Porter Garage Variation

DATE: 31 May 2011

BACKGROUND

Keith Michalek, owner of the subject property, has requested a variation to the Village's side yard setback requirements in order to construct a replacement unattached garage at his residence, 703 Porter Street. The Planning & Zoning Commission recommended approval of the request by a vote of 5-0, and the Committee of the Whole reviewed the application at its May 2011 meeting.

ACTION

A simple majority of the Trustees is required to approve the attached ordinance.

ATTACHMENTS

An Ordinance Granting Variations to Garage Setbacks at 703 Porter Street in Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING VARIATIONS TO GARAGE SETBACKS AT 703
PORTER STREET IN LEMONT, IL**

(703 Porter Street Garage Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
this 13th Day of June, 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 13th day of
June, 2011.**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIATIONS TO GARAGE SETBACKS AT 703
PORTER STREET IN LEMONT, IL**

(703 Porter Street Garage Variation)

WHEREAS, Keith Michalek, hereinafter referred to as "the Petitioner," is the owner of property at 703 Porter Street in Lemont, hereinafter referred to as "the subject property," and legally described in Exhibit "A"; and

WHEREAS, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.07.020.F., to allow a garage that is approximately 1.75 feet from the side lot line and approximately 1.75 feet from the rear lot line; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on April 20, 2011 for approval of the variation; and

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

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and 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".

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: Variation. A variation is granted from the Unified Development Ordinance, §17.0.020.F., to allow a garage that is approximately 1.75 feet from the side lot line and 1.75 feet from the rear lot line.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL,
ILLINOIS, ON THIS 13th DAY OF JUNE, 2011.**

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

Approved by me this 13th day of June, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

to

**AN ORDINANCE GRANTING VARIATIONS TO GARAGE SETBACKS
AT 703 PORTER STREET IN LEMONT, IL**

Legal Description

LOT 7 IN BLOCK 26 IN ATHENS, IN THE EAST HALF OF THE SOUTHEAST QUARTER
OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXHIBIT B
to
**AN ORDINANCE GRANTING VARIATIONS TO GARAGE SETBACKS
AT 703 PORTER STREET IN LEMONT, IL**

FINDINGS OF FACT:

1. The requested variation will have no impact to the Village as a whole and the impact to the adjacent properties will be negligible, since the new garage will be of similar dimensions and placement as an existing garage.
2. The variation request will not injure the public health, safety and general welfare.
3. The unusually small size of the lot and placement of the house and driveway on the lot make it impractical to place a new garage within conformance of the setback requirements for garages in the R-4A zoning district.



Village of Lemont
Planning & Economic Development Department

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

TO: Planning & Zoning Commission #054-11
FROM: James A. Brown, Planning & Economic Development Director
THRU
SUBJECT: Case 11-02 – 10985 S. Archer Avenue
DATE: 8 June 2011

SUMMARY

Gus Tingos, owner of the subject property, has requested annexation to the Village, rezoning to the B-3, Arterial Commercial zoning district, and a special use for a drive-through. The PZC voted 6-0 to recommend approval.

PROPOSAL INFORMATION

Case No. 11.02
Project Name 10985 Archer Ave.

General Information	
Applicant	Gus Tingos
Status of Applicant	owner of the subject property
Requested Actions:	Annexation
Requested Actions:	Rezoning from R-1 to B-3
Requested Actions:	Special Use to allow a drive through.
Site Location	Intersection of Bell Road (old Archer Avenue) and Archer Avenue (IL State Route 83) PIN 22-13-302-009.
Existing Zoning	Cook County, C-3 General Service District
Size	26,424 sf; approx. 0 .61 acres
Existing Land Use	Vacant
Surrounding Land Use/Zoning	North: Open Space/Recreation, Cook Co. P-1 Public Land District South: Commercial, Cook Co. C-4 General Commercial District East: Open Space/Recreation, Cook Co. P-1 Public Land District West: Light Industrial, Cook Co. C-8 Intensive Commercial District & Cook Co. C-3 General Service District.
Comprehensive Plan 2002	The Comp Plan does not designate a future land use for this parcel.

Zoning History	N/A
Special Information	
Public Utilities	Water is available through a 12" main along Main Street. Gravity Sewer is located approximately 1,500 ft away along Main Street; a 3" force main to service Camp Sagawau is located approximately 300 ft south of the subject site along Main Street.
Transportation	Traffic impact study not required.
Physical Characteristics	The site is largely paved over and is vacant. It was formerly occupied by an Amoco gas station.

GENERAL ANALYSIS

Land Use/Compliance with Comprehensive Plan. The proposed zoning is consistent with the Comprehensive Plan and the Gateway TIF Redevelopment Plan. The 2002 Comprehensive Plan Map does not specifically address this parcel. However, the text of the Comprehensive Plan supports the annexation of this site. The Lemont Comprehensive Plan of 2002 recommends as a long-range goal to "annex, to the extent that is practical, legally defensible, and cost-effective, the remainder of the territory in Lemont Township" (p.18). The Plan also states that the future eastern boundary of the Village should extend to Will-Cook Road, "excepting the portion of Lemont Township already occupied by Willow Springs" (p.18).

The parcels on the west side of Bell Road (Old Archer Avenue) are addressed on the Comprehensive Plan Map and are designated to be ORI – Office, Research, & Light Industrial. The ORI future land use district is defined as "land uses characterized by professional office and high technology industry, which typically generates minimal emissions into air, water, and land and is compatible with hotels, day care centers, restaurants, and banks." The Village used to have an ORI zoning district, but with the adoption of the Unified Development Ordinance in 2008 the ORI zoning district was eliminated. The two parcels in the Village that were zoned ORI at that time were rezoned to M-1.

Although the Comprehensive Plan Map specifies light industrial uses for this area, the text of the Comprehensive Plan supports some retail development in this area as well. The Comprehensive Plan states that the Village should "redevelop the S.R. 83 area, including the industrial district north of Main Street, west of S.R. 83 and the junkyards in the vicinity of S.R. 83, Archer Avenue, and Grant Road, as improved light industrial or office-research-industry sites, with some commercial development" (p.11).

The requested B-3 zoning district is consistent with the Arterial Commercial¹ future land use category. The site is well situated for Arterial Commercial use by the Comprehensive Plan's standards. The Arterial Commercial future land use category is defined as "areas of existing or planned commercial development of an intensity typical of arterial highways and their intersections" (p.23). The subject site is located along an arterial road, as identified by the Comprehensive Plan (p.33).

¹ The Comprehensive Plan map calls this land use category "Arterial Commercial" while the text of the Comprehensive Plan refers to it as "Arterial Business." Although the titles are slightly different, they are the same future land use category.

The subject site is adjacent to the Gateway TIF District, established in 2008. Like the 2002 Comprehensive Plan, the Gateway TIF Redevelopment Plan plans for a range of uses including not just industrial, but also commercial uses in the TIF district.

Compatibility with Existing Land Uses. The proposed zoning is compatible with the surrounding land uses. The surrounding properties are primarily a mixture of light industrial, commercial uses, and forest preserve. Several properties are marginally maintained and in general do not match the high aesthetic standard found elsewhere in the Village. Single-family residential uses are located south of Main Street, approximately 400 feet from the subject site.

STANDARDS FOR SPECIAL USE

The applicant has requested a special use for a drive through. UDO Section 17.04.150.C states that special use requests must be consistent with the following six standards to be recommended by the PZC for approval:

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

Analysis. The requested special use could provide convenient services for the public at the subject site. However, because the applicant is not seeking any specific use or site plan approval at this time, it is unknown exactly what services would be provided by the drive through. The site's location is well suited for a drive through in that it is located along a major arterial roadway with high traffic volume.

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

Analysis. No specific plans have been submitted at this time. However, the requirements of the UDO (see #5 below) would ensure that pedestrian and traffic safety would be addressed during plan review and approval.

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

Analysis. As noted, the other incorporated parcels in this area are within the Gateway TIF district. The 2008 TIF Redevelopment Plan states that properties in the TIF area exhibit several blighted factors, including "deteriorated buildings and parking lots" (p.22). Redevelopment of the subject site under current Village standards would have a positive impact to the value of other nearby property.

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

Analysis. Drive-throughs, if properly designed, do not create excessive demands on Village services, nor impair the ability of the Village to maintain the peace and provide adequate protection for the citizens.

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

Analysis. UDO §17.04.140C requires that all drive-throughs meet the following requirements:

- Each drive-through facility shall be designed so that the drive-through window is not on a side of a building facing a public street.
- The queue area shall not interfere with other on-site circulation and parking arrangements.
- All pedestrian walkways for a drive-through development shall be clearly marked and enhanced with special paving or markings when they intersect the drive-through aisles.

No site plan is being approved at this time, so the exact location and configuration of the proposed drive-through is currently unknown. When the development is reviewed for PUD or site development permit approval, the proposed drive-through should be designed to comply with these requirements of the UDO. Given the odd shape of the subject site, the proposed location of the drive-through shown on the conceptual site plan is likely the least visible from a public street.

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

Analysis. Not applicable.

PUBLIC HEARING AND PZC RECOMMENDATION

The Planning & Zoning Commission (PZC) conducted a public hearing on 20 April 2011. One neighboring property owner commented on the proposal; he was in favor of the proposed redevelopment of the subject site. By a vote of 6-0, the PZC recommended approval. The PZC did not adopt the suggested conditions. The PZC's findings of fact are attached as part of the rezoning/special use ordinance

VILLAGE BOARD ACTION

Vote on the two attached ordinances. Since no annexation agreement was requested or is being proposed, there is no need for a public hearing on the annexation.

ATTACHMENTS

1. AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 0.61 ACRES OF VACANT SPACE LOCATED AT 10985 S. ARCHER AVENUE
2. 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 APPROVING A SPECIAL USE FOR A DRIVE-THROUGH AT 10985 S. ARCHER AVENUE



ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 0.61 ACRES OF VACANT SPACE LOCATED AT 10985 S.
ARCHER AVENUE**

(10985 S. Archer Avenue)

**Adopted by the
President and Board of Trustees
Of the Village of Lemont**

This 13th Day of June, 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, this 13th Day of June, 2011**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 0.61 ACRES OF VACANT SPACE LOCATED AT 10985 S.
ARCHER AVENUE**

(10985 S. Archer Avenue)

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 Village of Lemont owns certain land generally located west of the property; 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 Lemont Township Board of Trustees has authorized the submission of a petition to the Village of Lemont requesting annexation of certain vacant space property to the Village of Lemont; and,

WHEREAS, the land proposed to be annexed will continue to be serviced by the same Fire Protection District, Park District, Library Board, and School Districts.

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 Annexation. That the following territory, P.IN. 22-13-302-009-0000, legally described and depicted in the Plat of Annexation, attached hereto and made part of this Ordinance as Exhibit "A", is hereby annexed to the Village of Lemont, Counties of Cook, DuPage, and Will, Illinois.

Section 2 Zoning. That the annexed land, per §17.05.030 of the Lemont Unified Development Ordinance of 2008, shall automatically be classified in the R-1 zoning district.

Section 2 Recording. 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.

Section 3 Effective date. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Section 4 Conflict. All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL,
ILLINOIS, on this 13th day of June, 2011.**

AYES

NAYS

PASSED

ABSENT

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

Approved by me this 13th day of June, 2011.

BRIAN K. REAVES, Village President

Attest:

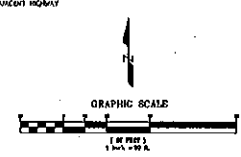
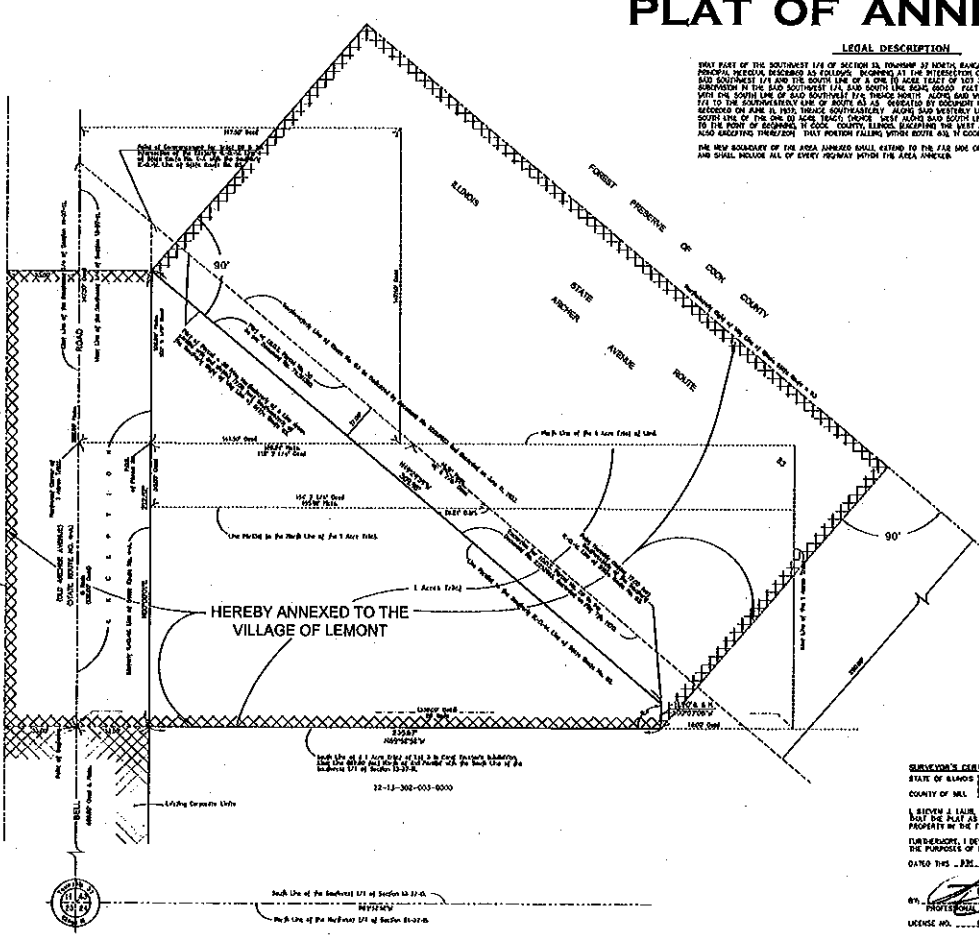
CHARLENE SMOLLEN, Village Clerk

PLAT OF ANNEXATION

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF A ONE (1) ACRE TRACT OF LOT 2 IN THE SMALL UNINCORPORATED SUBDIVISION IN THE SAID SOUTHWEST 1/4, SAID SOUTH LINE BEING 6000.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST 1/4 TO THE SOUTHWESTERLY CORNER AS AS SHOWN BY RECORDS NO. 10888 AND 10889 RECORDED ON APRIL 05, 1907, THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTHEAST CORNER OF THE ONE (1) ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE ONE (1) ACRE TRACT TO THE POINT OF BEGINNING; BY COOK COUNTY RECORDS ENCOMPASSING THE WEST ALCOA FEEL THROUGH AND ALSO ENCOMPASSING THROUGH THAT PORTION FALLING WITHIN BOTH SAID 11 COOK COUNTY RECORDS.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE EAST SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.



PRESIDENT AND BOARD OF TRUSTEES, CERTIFICATE
 STATE OF ILLINOIS } SS
 COUNTY OF COOK }

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, ILL. AND SURVISE COUNTY, ILLINOIS AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____ 2011

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK

LEGEND

— NORTH
 — SOUTH
 — EAST
 — WEST

--- DATE OF ANNEXATION
 --- EXTENDING NORTH-SOUTH LINE
 --- SECTION LINE

▨ CORPORATE LIMITS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF ILL. }

I, BRYAN J. LAINE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS DRAWN HEREON IS A CORRECT REPRESENTATION OF THE FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS 22nd DAY OF _____ 2011

BY: *[Signature]*
 PROFESSIONAL LAND SURVEYOR

LICENSE NO. 00200108

CLIENT	
DVA TRUCKS 7701 LUTHER GARDEN, IL	
PROPERTY ADDRESS	
10944 S. ANCHER AVENUE LEWISVILLE, IL	
PARCEL IDENTIFICATION NUMBER	
17-11-301-001-0000	
BASIS OF BEARING	
ASSUMED	
DTS	
ILLINOIS PROFESSIONAL LAND SURVEYORS BOARD	
REGISTERED PROFESSIONAL LAND SURVEYOR	
BRYAN J. LAINE, LICENSE NO. 00200108	
DATE OF EXPIRATION: 12/31/2011	
STATE OF ILLINOIS	
COUNTY OF COOK	
VILLAGE OF LEMONT	
PLAT OF ANNEXATION	
BY: SW (LAINE) 11-22-11	PROJECT NO. 10-01551
DATE: 01/09/11	SHEET 1
SCALE: 1" = 20'	OF 1

L:\Surveying\Chattanooga\Projects\2011\2011-01-05\301-001-0000\Annexation Plat.dwg, 06/07/11 10:20:10 AM

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT
FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO B-3
ARTERIAL COMMERCIAL DISTRICT AND APPROVING A SPECIAL USE FOR A
DRIVE-THROUGH AT 10985 S. ARCHER AVENUE**

(10985 S. Archer Avenue Rezoning & Special Use)

**Adopted by the
President and the Board of Trustees of
the Village of Lemont
This 13th Day of June, 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 13th day of June, 2011.**

ORDINANCE NO. _____

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 APPROVING A SPECIAL USE FOR A DRIVE-THROUGH AT 10985 S. ARCHER AVENUE

(10985 S. Archer Avenue Rezoning & Special Use)

WHEREAS, Gus Tingos, hereinafter referred to as the “Petitioner,” is the owner of the subject property covering approximately 0.61 acres located at 10985 S. Archer Avenue (PIN# 22-13-302-009-0000) 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, to rezone the subject property to the B-3 Arterial Commercial District from the R-1 Single-Family Detached Residential District; and

WHEREAS, the Petitioner is seeking a special use to allow a drive-through on the subject property, which is to be zoned B-3; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on April 20, 2011 for approval of the rezoning and special use 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 same is in the best interest of the Village of Lemont, and herein adopts the finding of facts as set forth in Exhibit “B”.

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

SECTION 1: Zoning Map Amendment Approval. That the subject property described above is hereby rezoned from its current R-1 Single Family Detached Residential District to the B-3 Arterial Commercial District. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION 2: Special Use Approval. A special use is granted to allow a drive-through on the subject property.

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 4: 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 13th day of June, 2011.

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

Approved by me this 13th day of June, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

to

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 APPROVING A SPECIAL USE FOR A DRIVE-THROUGH AT 10985 S. ARCHER AVENUE

(10985 S. Archer Avenue Rezoning & Special Use)

Legal Description

THAT PART OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST ¼ AND THE SOUTH LINE OF A ONE (1) ACRE TRACT OF LOT 3 IN CANAL TRUSTEE'S SUBDIVISION IN THE SAID SOUTHWEST ¼, SAID SOUTH LINE BEING 660.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST ¼, THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST ¼ TO THE SOUTHWESTERLY LINE OF ROUTE 83 AS DEDICATED BY DOCUMENT NO. 12010923 AND RECORDED ON JUNE 11, 1937; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE AFORESAID SOUTH LINE OF THE ONE (1) ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE (1) ACRE TRACT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (EXCEPTING THE WEST 33.00 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ROUTE 83), IN COOK COUNTY, ILLINOIS.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.

EXHIBIT B
to
**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 APPROVING A SPECIAL USE FOR A DRIVE-THROUGH AT 10985 S. ARCHER
AVENUE**

(10985 S. Archer Avenue Rezoning & Special Use)

Findings of Fact

1. The requested rezoning is consistent with the Comprehensive Plan in that it provides commercial space near industrial uses, in the vicinity of S.R. 83. The site is appropriately situated for arterial commercial use under the standards of the Comprehensive Plan.
2. Sufficient safeguards exist within conditions of the special use approval and 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 Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

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

Subject: Village of Lemont and St. Matthew – Authorization of Property Acquisition and Easements

date: June 8, 2011

BACKGROUND/HISTORY

When the Village of Lemont began the planning for its new police facility, the opportunity for sharing resources with the adjoining property owner, St. Matthews, became available. Subsequent discussions were held and resulted in an agreement between the parties adopted by Resolution R-46-08. In this agreement, several property transactions were agreed to and determined to be necessary, convenient and in the public best interest. With the close out of the police facility now complete and the anticipation of the initial phase of the St. Matthews project to begin within the next year, this ordinance will close out the property transaction as agreed to in R-46-08. These transactions include the following:

The Village of Lemont will be deeded the shared detention basin, provided a shared parking easement and will be provided storm water utility easement to the detention basin from St. Matthews.

St. Matthews will be deeded a portion of property to the West of the entrance and will be provided a shared access easement.

RECOMMENDATION

Staff recommends approval of proposed ordinance

ATTACHMENTS (IF APPLICABLE)

- 1) An Ordinance Authorizing the Acquisition, Sale and Easements with Respect to Certain Real Property

**VILLAGE OF LEMONT
ORDINANCE NO. O-___-11**

**AN ORDINANCE AUTHORIZING THE ACQUISITION, SALE AND EASEMENTS
WITH RESPECT TO CERTAIN REAL PROPERTY**

**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.**

Ordinance No. O-___-11

AN ORDINANCE AUTHORIZING THE ACQUISITION, SALE AND EASEMENTS WITH RESPECT TO CERTAIN REAL PROPERTY

WHEREAS, the Village Board adopted Resolution No. R-46-08 approving a Temporary Construction and Permanent Storm Water and Drainage Easement with St. Matthew Evangelical Lutheran Church on July 14, 2008, a copy of said Easement is attached as **Exhibit A**;

WHEREAS, pursuant to Section 5/2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) the Village of Lemont ("Village"), a unit of local government of the State of Illinois, may acquire and hold real property for corporate purposes; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the public interest to acquire title to and possession of certain real property currently owned by St. Matthew Evangelical Lutheran Church legally described on **Exhibit B** attached hereto and incorporated herein;

WHEREAS, the Village Board finds that it is necessary, convenient and in the public interest to transfer title to and possession of certain real property currently owned by the Village to St. Matthew Evangelical Lutheran Church legally described on **Exhibit C** attached hereto and incorporated herein;

WHEREAS, the Village Board finds that it is necessary and convenient and in the public interest to acquire easements from St. Matthew Evangelical Lutheran Church for the purposes of drainage, parking and shared access;

WHEREAS, the Village Board finds that the passage of this Ordinance will satisfy the requirements of the July 14, 2008 Easement (attached as Exhibit A);

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

SECTION 1: The Village Board finds the above recitals to be true, incorporates them into this ordinance, and further finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to acquire the real property legally described on Exhibit A by executing and recording a Special Warranty Deed for that express purpose. A copy of the proposed Special Warranty Deed is attached hereto as **Exhibit D**.

SECTION 2: The Village Board finds the above recitals to be true, incorporates them into this ordinance, and further finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to transfer the real property legally described on Exhibit B to St. Matthew Lutheran Evangelical Church of Lemont by executing and recording a Quit Claim Deed for that express purpose. A copy of the proposed Quit Claim Deed is attached hereto as **Exhibit E**.

SECTION 3: The Village Board finds the above recitals to be true, incorporates them into this ordinance, and further finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to enter into easements with St. Matthew Evangelical Lutheran Church of Lemont by having Plats of Easements executed and recorded. A copy of the proposed Plats of Easements (to the Village of Lemont for Drainage Purposes; for Shared Parking; and for Shared Access Purposes) are attached hereto as **Exhibit F**.

SECTION 4: The Village Manager is authorized to take all necessary actions and execute all necessary documents to implement this ordinance.

SECTION 5: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, 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

EXHIBIT A

**TEMPORARY CONSTRUCTION AND PERMANENT STORM WATER
AND DRAINAGE EASEMENT**

**(Between the Village of Lemont and St. Matthew Evangelical Lutheran Church
dated July 14, 2008)**

This document prepared by and after recording should be mailed to:

James E. Olgun, Esq.
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527-0860

(The Above Space For Recorder's Use Only)

**TEMPORARY CONSTRUCTION AND
PERMANENT STORM WATER AND DRAINAGE EASEMENT**

THIS TEMPORARY CONSTRUCTION AND PERMANENT STORM WATER AND DRAINAGE EASEMENT (this "Agreement") is made and entered into this day of July __, 2008, by and between the Village of Lemont, an Illinois municipal corporation (the "Village") and St. Matthew Evangelical Lutheran Church of Lemont (the "Grantor").

WITNESSETH:

- A. Grantor is the owner of that certain parcel of land located in Cook County, Illinois, having the PIN of and legally described on Exhibit "A" attached hereto and made a part hereof (the "Church Property").
- B. The Village is the owner of a contiguous parcel of land legally described on Exhibit "B" attached hereto and made a part hereof (the "Village Property").
- C. The Village is in the process of development and construction of a Village Police Station, and has agreed to construct its storm water detention facility to accommodate the Village storm water detention and the future development of Grantor's property.
- D. The Village further desires an easement over and across a portion of the Church Property for the purpose of constructing a storm sewer line (the "Sewer Line") and Grantor desires to grant to the Village such easement.
- E. Grantor desires to grant to the Village, and the Village desires to receive from the Grantor a Temporary Construction Easement, in, to, on, over, under and through a portion of the Church Property for the limited purpose of constructing the detention basin and storm sewer system on Church Property as shown on the attached Exhibit "C."

- F. Grantor desires to grant to the Village, and the Village desires to receive from the Grantor, a Permanent Easement for the storm water system from Village's Property line to the proposed storm water detention basin.
- G. Grantor desires to grant and the Village agrees to accept ownership of the detention facility after completion, and shall be responsible for the construction and maintenance of the facility and any required permits.

NOW, THEREFORE, in consideration of the foregoing:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, and the agreement and understanding of the parties.
2. **Grant of Temporary Construction Grading and Drainage and Maintenance Easement.** Grantor hereby grants, gives and conveys a temporary, non-exclusive easement (the "Temporary Construction Easement") in, on, over, through and across that portion of the Church Property for the purpose of constructing a storm sewer piping system and storm water detention system as shown on the Exhibit "C". After completion of the storm sewer and detention facility, the Village will grade the Church Property in accordance with engineering plans approved by the Grantor and the Village.
3. **Grant of Permanent Village Easement.** Grantor hereby grants, gives and conveys a permanent, non-exclusive easement (the "Permanent Easement") to the Village and its contractors, agents, employees, representatives, successors, transferees, and assigns (each such person being a "Grantee", hereunder, for purposes of the Permanent Easement), in, on, over, through and across a portion of the Church Property for purposes of constructing storm sewer and drainage improvements as shown on the attached Exhibit "D" ("Easement Premises"), and further to allow Village the right to inspect, maintain, repair, replace and renew the storm sewer system and allow ingress, egress, and maintenance to permit Village to accomplish the foregoing and enforce its rights under this Agreement.
4. **Conveyance of Detention Facility.** After construction of the detention facility and storm sewer system, the Village shall accept and the Grantor shall convey by Warranty Deed ownership in the detention facility and continue to use the same for a detention facility into perpetuity. The size and location of the detention facility shall be substantially similar to those certain "Engineering Plans" prepared by W. H. H. & Co., Inc. and dated 7-11-2008, with a last revision date of 7-11-2008, and incorporated herein by reference. In the event the detention facility is no longer used by the Village for detention purposes, the Grantor shall have the option, but not the obligation, to acquire ownership of the detention parcel.

THESE MAY REQUIRE ADDITIONAL MODIFICATIONS AS PART OF PERMITTING WHICH HAS NOT BEEN COMPLETED.
- LEAVE BLANK ?

5. **Cost Sharing of Detention Facility.** The Village will be solely responsible for the construction of the detention facility and storm sewer system. The cost of the detention facility shall be allocated in the following manner: eighty percent (80%) to the Grantor and twenty percent (20%) to the Village. The cost of the detention facility and storm sewer system connecting the facility shall be included in the improvement cost to be allocated between the Village and Grantor.
6. **Grantor's Payment of Construction Cost.** After completion of the detention facility and acceptance by the Village of Lemont, the Grantor shall pay its proportionate share of the detention facility and storm sewer system over a ten (10) year period. The total cost of construction shall be divided in ten (10) equal annual installments commencing one (1) year from the date of completion with no interest, except that in the event Grantor sells any portion of the Church Property, the entire balance remaining shall be due and payable.
7. **Additional Studies.** Grantor hereby agrees to fund and pay for any costs in connection with drain tile studies or any other studies including wetland and flood plain delineation that Grantor may request. WILLYN A COMPANY
8. **Shared Driveway Access on 127th Street.** The Village agrees to construct and maintain a shared access to accommodate the Village Police Station and the proposed development by the Grantor. The shared access drive shall be in substantial conformance with the plans and drawings prepared by _____ and dated 3-26-05, with a last revision date of 3-26-05 and incorporated herein by reference. WILLYN A COMPANY
9. **Shared Parking.** The Parties agree that as part of the consideration for entering into this Agreement, the Village shall construct and maintain 26 parking spaces in accordance with the plans prepared by _____ and dated 3-26-05, with a last revision date of 3-26-05 and incorporated herein by reference. The Village shall be granted a perpetual easement for public use of the shared parking area until such time as it no longer owns the Village Property.
10. **Conveyance of Village Property.** The Parties agree that as part of the consideration for entering into this Agreement, the Village shall convey ownership of that portion of the Village Property located west of the shared driveway access to Grantor at such time as the shared driveway construction is completed. Prior to conveyance, the Village may create and establish a public utility and drainage easement over the conveyance property.
11. **Waiver of Permit Fees.** The Parties agree that as part of the consideration for entering into this Agreement, the Village shall waive those building permit and review fees that are applicable to the Grantor's contemplated development of the Church Property. Notwithstanding anything contained herein to the contrary, the

Village shall not be required to waive its right to reimbursement of professional review charges or that portion of any permits fees that are allocated to other governmental entities. In addition, Grantor's right to a waiver of the permit fees is non-transferable and only applicable in the event the Church Property is developed for church related uses.

12. **Covenants Run with Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Church Property and the Village Property. The terms "Village" and "Grantor" as used herein shall be deemed to include any and all successors, grantees and assigns of the undersigned parties, as well as future successors, grantees and assignees of any portion or subdivision of the Church Property or the Village Property, and their respective successors, grantees and assigns.
13. **Indemnification and Release of Claims.** Village shall: (a) assume sole and entire responsibility for any and all loss of life, injury to persons or damage to property that may be sustained due to the activities, operations or use of the Church Property by Village, its agents, employees and contractors, and those claiming by, through or under Village; and (b) indemnify, defend and hold harmless Grantor, and its respective officers, directors, employees, agents, contractors and invitees from and against any and all liability, loss, claims and expenses (including reasonable attorneys' fees) that are due to activities, operations or use of the Church Property by the Village.
14. **Amendments and Additional Documents.** This Agreement contains the entire agreement between the parties relating to the grant of easements over, under, through and across the Easement Premises. Upon termination of the Temporary Construction Easement in accordance with Section 2 thereof; the parties shall execute and record an acknowledgment of same. The parties further agree to promptly execute and deliver: (a) such further documents as may be reasonably requested by the other party in order to more fully effectuate the terms and provisions of this Agreement; and (b) any modification, amendment, estoppel or supplement to this Agreement requested by any lender providing financing or refinancing for the acquisition, construction, maintenance, alteration, restoration or repair of any improvements made to the Village Property, the Church Property, or any part thereof, so long as such modifications, releases, amendments, estoppels or supplements are reasonable and do not materially and adversely affect the duties, obligations, rights and privileges created hereunder.
15. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in

the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Grantor: St. Matthew Evangelical Lutheran
Church of Lemont
305 Lemont Street
Lemont, Illinois 60439

With copy to: Richard J. Skrodzki, Esq.
Goldstine, Skrodzki, Russian, Nemeč and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527-0860

The Village: Village of Lemont
418 Main Street
Lemont, Illinois 60439

With copy to: John P. Antonopoulos, Esq.
Antonopoulos & Virtel, P.C.
15419 127th Street, Suite 100
Lemont, Illinois 60439

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

16. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.
17. **Enforcement.** If any party hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party being herein called the "Defaulting Party"), the other party (the "Enforcing Party") shall be entitled to obtain an order specifically enforcing the performance of that obligation or any injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party at law or in equity. In any action between the parties concerning this Agreement, the prevailing party shall be reimbursed by the other party on demand for all costs reasonably incurred by the prevailing party in connection with the action, including, without limitation, reasonable attorneys' fees, court costs and related costs.
18. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or

default in the same or any other provision of this Agreement. No party's exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

19. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.
20. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, and shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
22. **Authority.** Grantor represents and warrants to the Village that it has full power and authority to execute this Agreement and will obtain the opinion of legal counsel representing Grantor that will confirm that Grantor has the full power and authority to execute this Agreement and made such conveyances as required under its terms.
23. **Recording.** At the time of execution of this Agreement, certain plans and exhibits have not been finalized. It is the intention of the parties that these exhibits and plans shall be completed in a manner consistent with the terms of this Agreement and in substantial conformance with Wright & Company's "Shared Storm Water Detention Exhibit" dated May 8, 2008. This agreement shall not be recorded until such time as the final plans and exhibits are completed and approved by the parties hereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

GRANTOR:

St. Matthew Evangelical Lutheran
Church of Lemont

By: Kathy A. Hirsch Exec. Director

Attest: M. J. [Signature]
DIRECTOR

VILLAGE:

Village of Lemont,
an Illinois municipal corporation

By: [Signature]
John F. Piazza, Mayor

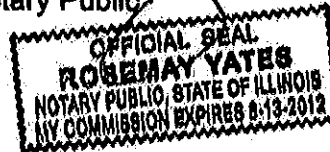
Attest: [Signature]
Charlene M. Smollen, Village Clerk

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 St. Matthew Evangelical Lutheran Church of Lemont, by Kathy Lindvikson and Michael Shakal, 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 and as the free and voluntary act of said St. Matthew Evangelical Lutheran Church of Lemont, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of July, 2008.

Rosemay Yates
Notary Public



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 John F. Piazza, Mayor of the Village of Lemont, and Charlene M. Smollen, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village 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 Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said 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 14 day of July, 2008.

Rosemay Yates
Notary Public



EXHIBIT B

LEGAL DESCRIPTION

**(Real Property Currently Owned by St. Matthew Evangelical Lutheran
Church)**

LEGAL DESCRIPTION

GRANTOR: St. Matthew Evangelical Lutheran Church

GRANTEE: Village of Lemont

PIN:

ADDRESS:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 275.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1.98 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 135.00 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 45 SECONDS EAST, 110.14 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 29 SECONDS WEST, 143.44 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS WEST, 135.60 FEET; THENCE SOUTH 15 DEGREES 55 MINUTES 10 SECONDS WEST, 103.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 48 MINUTES 38 SECONDS EAST, 131.86 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 19 SECONDS EAST, 153.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, 62.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE, 372.19 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 03 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 310.54 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 54 SECONDS EAST, 31.71 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 06 SECONDS EAST, 68.00 FEET; THENCE SOUTH 48 DEGREES 48 MINUTES 38 SECONDS EAST, 99.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

LEGAL DESCRIPTION

(Real Property Currently Owned by Village of Lemont)

LEGAL DESCRIPTION

GRANTOR: Village of Lemont

GRANTEE: St. Matthew Evangelical Lutheran Church

PIN:

PROPERTY ADDRESS:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 275.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 65.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST ALONG SAID PARALLEL LINE, 18.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 210.00 FEET TO THE NORTH LINE OF HE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, 18.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

SPECIAL WARRANTY DEED

**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 conveyance is EXEMPT from Transfer
Taxes per ¶ b of §35 ILCS 200/31-45.

This space Reserved for Recorder's use only.

SPECIAL WARRANTY DEED

THE GRANTOR, **ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT**, an Illinois Not-For-Profit corporation, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby GRANT, SELL AND CONVEY to the GRANTEE, **VILLAGE OF LEMONT**, an Illinois municipal corporation, title to the following described real estate situated in the County of Lake, State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

(the "Property"); subject to:

1. The warranties of title covering only the period from and after the dates on which Grantor acquired title to the Property through the date hereof; the reverter.
2. Right to Repurchase as follows: If Grantee abandons use of the Property as a detention basin, Grantor has the right, but not the obligation, to repurchase the Property from Grantee as set forth herein. Abandonment of such use shall be authorized by ordinance of the Grantee. Grantee shall thereafter deliver to Grantor (or Grantor's successor in title) a copy of the ordinance, sales contract and a market value appraisal with valuation date not more than 90 days before the date of the ordinance. Transmittal of the ordinance, sales contract and appraisal by certified mail, return receipt requested to St Matthews or Successor in Title, 305 Lemont St, Lemont, IL 60439 shall be deemed sufficient notice under this paragraph. Grantor may, within forty-five (45) days after delivery or attempted delivery of the ordinance, sales contract and appraisal as provided above, may elect to repurchase the Property by execution and delivery of the sales contract, which shall be subject to attorney review and modification, to Grantee. Grantor's right to repurchase shall terminate and lapse in the event Grantor fails to exercise its right to repurchase within such forty-five (45) day period.

TOGETHER WITH all Grantor's right, title and interest in and to the tenements appurtenant to the Property and all easements and rights-of-way of record as well as all easements and rights-of-way created by the Grantor that are appurtenant to the Property.

IN WITNESS WHEREOF the Grantor has executed this Special Warranty Deed this _____ day of _____, 2011.

ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT,
an Illinois Not-For-Profit corporation,

Signature

Printed Name

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 _____ personally known to me to be the _____ of **ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT**, an Illinois Not-For-Profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she has signed, sealed and delivered said instrument and as his/her free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

(SEAL)

Notary Public

LEGAL DESCRIPTION

GRANTOR: St. Matthew Evangelical Lutheran Church

GRANTEE: Village of Lemont

PIN:

ADDRESS:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 275.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1.98 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 135.00 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 45 SECONDS EAST, 110.14 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 29 SECONDS WEST, 143.44 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS WEST, 135.60 FEET; THENCE SOUTH 15 DEGREES 55 MINUTES 10 SECONDS WEST, 103.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 48 MINUTES 38 SECONDS EAST, 131.86 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 19 SECONDS EAST, 153.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, 62.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE, 372.19 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 03 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 310.54 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 54 SECONDS EAST, 31.71 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 06 SECONDS EAST, 68.00 FEET; THENCE SOUTH 48 DEGREES 48 MINUTES 38 SECONDS EAST, 99.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

QUIT CLAIM DEED

QUIT CLAIM DEED

THE GRANTOR, THE VILLAGE OF LEMONT, an Illinois municipal corporation, created and existing under and by virtue of the Laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of Ten and No/100ths Dollars (\$10.00) in hand paid, **CONVEYS AND QUIT CLAIMS to ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT, an Illinois Not-For-Profit corporation,** as sole owner, all interest in the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

This space Reserved for Recorder's use only.

SEE ATTACHED LEGAL DESCRIPTION

(the "**Property**"); subject to:

All Grantor's right, title and interest in and to the tenements appurtenant to the Property and all easements and rights-of-way of record as well as all easements and rights-of-way created by the Grantor that are appurtenant to the Property.

Permanent Real Estate Index Number(s): _____

Address(es) of Real Estate: _____

DATED this _____ day of _____, 2011.

VILLAGE OF LEMONT, an Illinois municipal corporation,

Signature

Printed Name

Title

This conveyance is EXEMPT from Transfer Taxes per ¶ b of §35 ILCS 200/31-45.

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 _____ of VILLAGE OF LEMONT, an Illinois municipal corporation, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 2011.

Notary Public

(Seal)

*This instrument was prepared by:
Raysa & Zimmermann, LLC
22 South Washington Avenue
Park Ridge, IL 60068*

MAIL TO:

St. Matthew Evangelical Lutheran Church
300 Lemont Street
Lemont, IL 60439

ADDRESS OF PROPERTY:

The above address is for statistical purposes only and is not part of this deed.

SEND SUBSEQUENT TAX BILLS TO:

St. Matthew Evangelical Lutheran Church
300 Lemont Street
Lemont, IL 60439

LEGAL DESCRIPTION

GRANTOR: Village of Lemont

GRANTEE: St. Matthew Evangelical Lutheran Church

PIN:

PROPERTY ADDRESS:

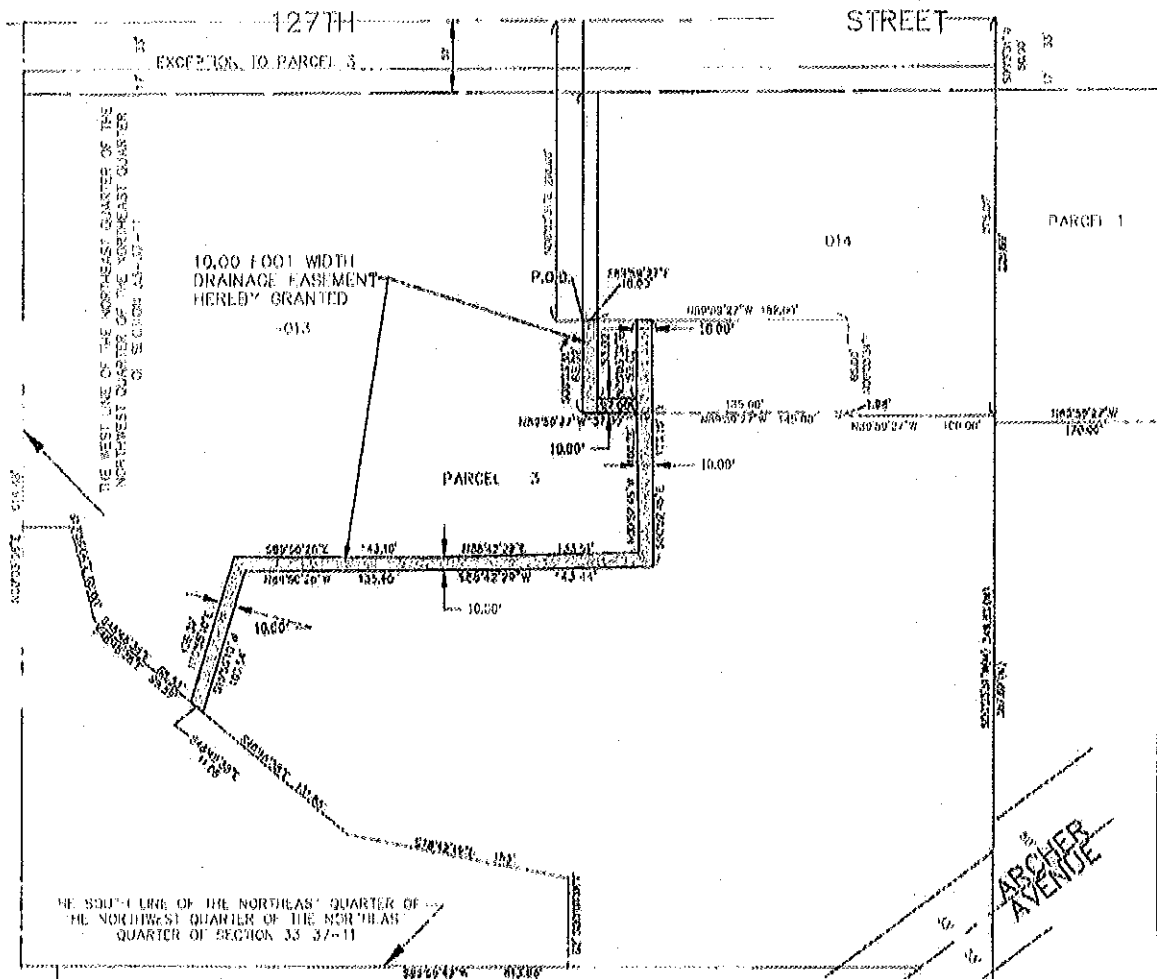
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 275.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 65.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST ALONG SAID PARALLEL LINE, 18.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 210.00 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, 18.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT F
PLATS OF EASEMENTS

PLAT OF EASEMENT TO THE VILLAGE OF LEMONT FOR DRAINAGE PURPOSES OVER

P.L.N. 22-33-200-013

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTWARD OF ARCHER ROAD, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33, THENCE SOUTH 69 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 276.00 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 106.00 FEET; THENCE NORTH 60 DEGREES 03 MINUTES 11 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 10 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 106.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18 DEGREES 27 MINUTES 27 SECONDS EAST, 16.00 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 83.00 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 53.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 27 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 10.00 FEET; THENCE SOUTH 62 DEGREES 43 SECONDS EAST 114.00 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 27 SECONDS WEST 143.41 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 27 SECONDS WEST, 110.00 FEET; THENCE NORTH 10 DEGREES 54 MINUTES 10 SECONDS EAST, 106.39 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 27 SECONDS EAST, 143.16 FEET; THENCE NORTH 18 DEGREES 27 MINUTES 29 SECONDS EAST, 103.81 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 45 SECONDS WEST, 100.36 FEET; THENCE NORTH 11 DEGREES 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 37.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 63.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE, PERPETUAL EASEMENT IS RESERVED AND GRANTED TO THE VILLAGE OF LEMONT OVER ALL AREAS MARKED DRAINAGE EASEMENT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, IMPROVE, MAINTAIN, AND OPERATE DRAINAGE AND/OR STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLE, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS OR OTHER PLANTS WITHOUT OBLIGATION TO RESTORE OR REPLACE AND WITHOUT NEED FOR PROVIDING COMPENSATION THEREFOR ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS, NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
I, JAMES L. CAJNKAR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.
DATED THIS _____ DAY OF _____, A.D. 2011,
BY _____
SIGNATURE _____

STATE OF ILLINOIS)
COUNTY OF) S.S.
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS AN OWN, FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2011.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



AFTER RECORDING
PLANS HEREON IN
THE VILLAGE OF LEMONT
AND SAID TOWNSHIP
LEMONT, ILLINOIS 60439
I, JAMES L. CAJNKAR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.
DATED AT WILMINGTON, ILLINOIS, THIS 25TH DAY OF APRIL, A.D., 2011

JAMES L. CAJNKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-12
DATE: 4/25/11 PROJECT NO. 11112 SHEET 1 OF 1

SIGNATURE

DATE

JAMES L. CAJNKAR, P.E.
ILL. P.L.S. NO. 2656
EXPIRES 11-30-12

COMMON ASSURES:
14270 W 127TH STREET
118GA, ALPHAS 00430

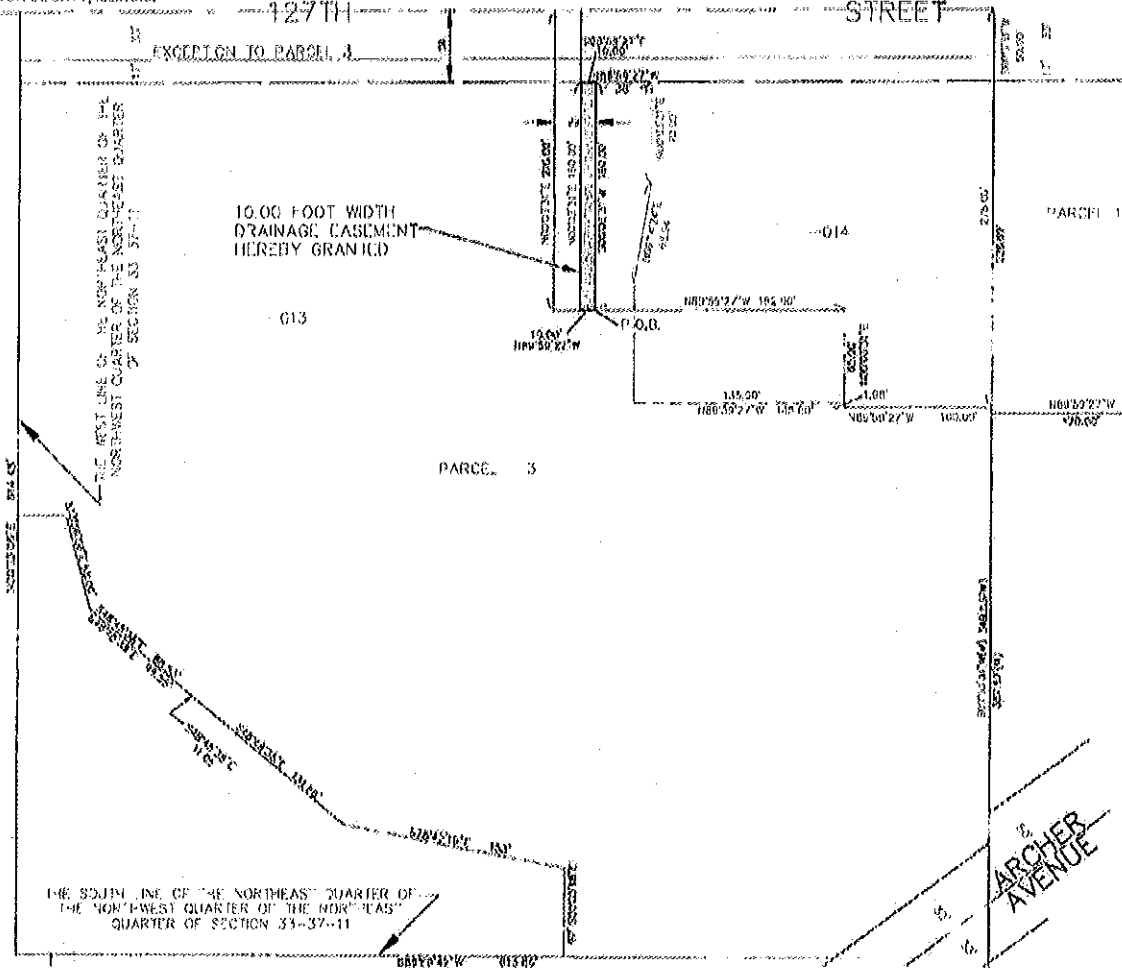
PLAT OF EASEMENT

TO
ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT
FOR DRAINAGE PURPOSES

P.L.N. 22-33-200-014



THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 275.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 59 MINUTES 27 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 180.00 FEET TO THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST ALONG SAID SOUTH LINE 10.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.



DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE, PERPETUAL EASEMENT IS RESERVED AND GRANTED TO THE ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT OVER ALL AREAS MARKED DRAINAGE EASEMENT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE DRAINAGE AND/OR STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CHURCH, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS OR OTHER PLANTS WITHOUT OBLIGATION TO RESTORE OR REPLANT AND WITHOUT NEED FOR PROVIDING COMPENSATION THEREFOR ON THE EASEMENT THAT INTERFERES WITH THE OPERATION OF THE SEWERS. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE ABOVE MENTIONED USES OR RIGHTS.

STATE OF ILLINOIS)
COUNTY OF COOK)
I, JAMES L. CAINKAR, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT JAMES L. CAINKAR, JAMES L. CAINKAR AND CHARLENE M. SMULLEN ARE THE SAME PERSONS WHOSE NAMES ARE MENTIONED IN THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON, AND ADMONISHED THAT THEY SHOULD AND SULLERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2011.

STATE OF ILLINOIS)
COUNTY OF)
I, JAMES L. CAINKAR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION, DATED AT WILMINGTON, ILLINOIS, THIS 25TH DAY OF APRIL, A.D. 2011.

SIGNATURE _____
DATE _____
JAMES L. CAINKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-12

AFTER RECORDING PLEASE RETURN TO:
THE VILLAGE OF LEMONT
412 MAIN STREET
LEMONT, ILLINOIS 60433

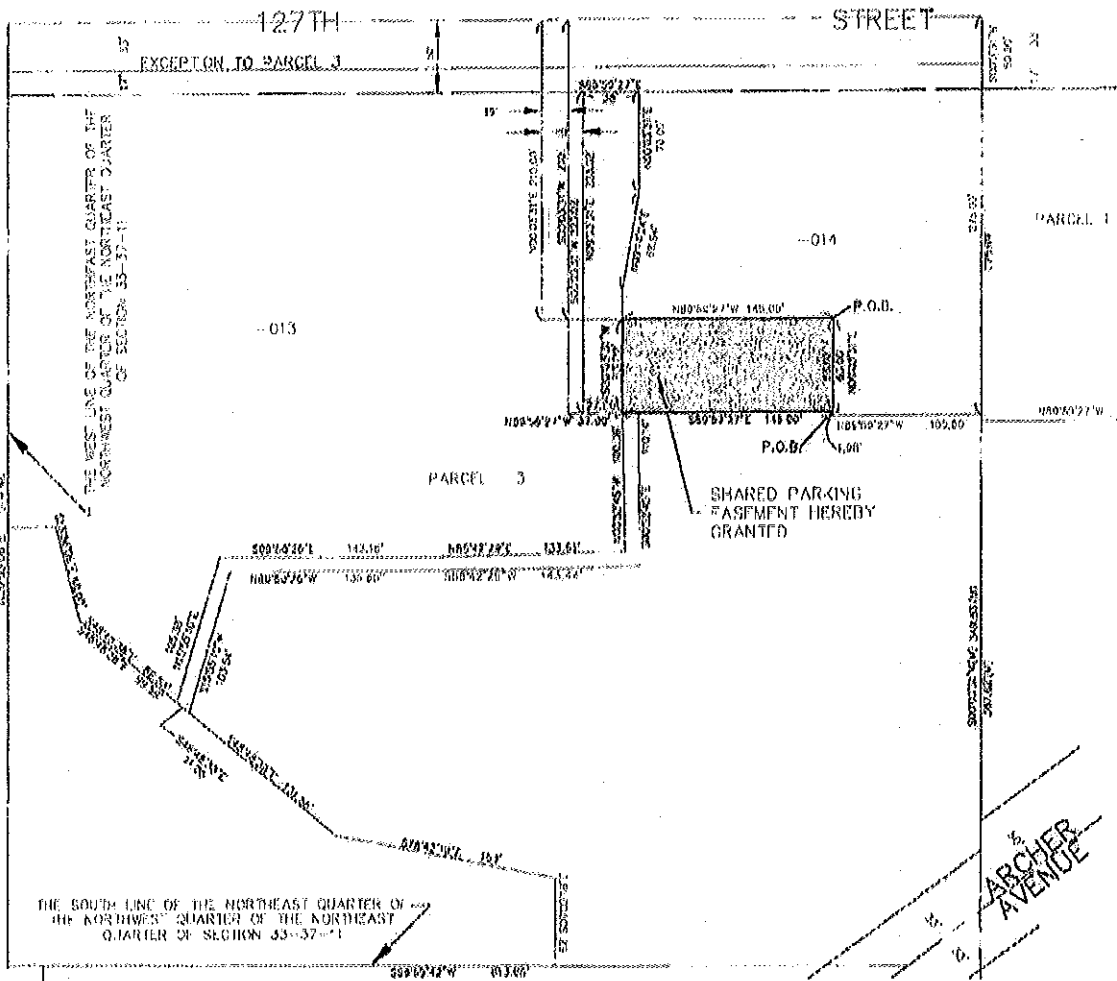
PLAT OF EASEMENT FOR SHARED PARKING PURPOSES

P.L.N. 22-33-200-013

OVER

SCALE: 1"=60'

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 276.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 03.02 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 145.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 03.02 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.



A SHARED PARKING EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF LEMONT, A MUNICIPAL CORPORATION

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

THIS IS TO CERTIFY THAT ST. MATTHEW LUTHERAN CHURCH OF LEMONT, A NOT-FOR-PROFIT CORPORATION IS THE OWNER OF RECORD OF THE PROPERTY DESCRIBED HEREON AND DO HEREBY CONSENT TO THE EASEMENT GRANTED BY THIS INSTRUMENT.

DATED THIS _____ DAY OF _____ A.D. 2011,

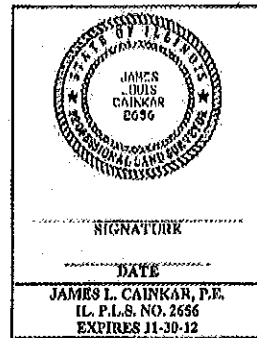
BY _____
SIGNATURE _____

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

I, JAMES L. CAINKAR, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME THAT THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 2011,

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



AFTER RECORDING
PLEASE RETURN TO:
THE VILLAGE OF LEMONT
410 WEST LEMONT
TOWNSHIP, ILLINOIS 60439

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

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

DATED AT BLOOMINGTON, ILLINOIS, THIS 25th DAY OF APRIL, A.D. 2011.

JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2656
EXPIRES 11-30-12

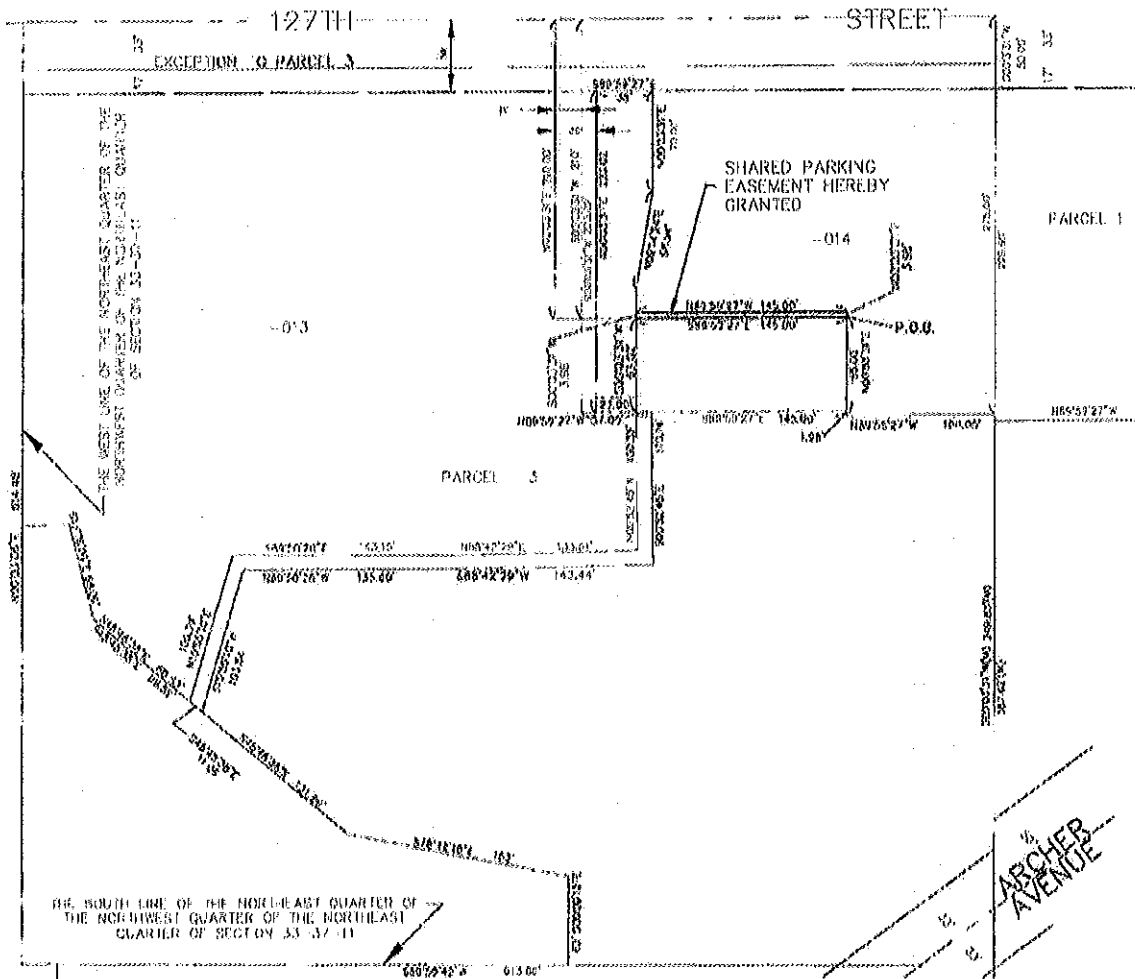
DATE: 4/25/11 PROJECT NO. 11112 SHEET 1 OF 1

CORNER ADDRESS:
14800 W. 127TH STREET
LAWSON, ILLINOIS 60439

PLAT OF EASEMENT FOR SHARED PARKING PURPOSES OVER

P.A.N. 22-35-200-014

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 270.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 05.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 50 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 140.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 3.00 FEET; THENCE SOUTH 80 DEGREES 03 MINUTES 27 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 148.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



A SHARED PARKING EASEMENT IS HEREBY GRANTED TO THE ST. MATTHEW
EVANGELICAL LUTHERAN CHURCH OF LEMONT, A NON FOR PROFIT CORPORATION

STATE OF ILLINOIS)
COUNTY OF COOK) S.S

THIS IS TO CERTIFY THAT
VILLAGE OF LEMONT, A MUNICIPAL CORPORATION
IS THE OWNER OF RECORD OF THE PROPERTY DESCRIBED
HEREIN AND DO HEREBY CONSENT TO THE EASEMENT
GRANTED BY THIS DOCUMENT.

DATED THIS _____ DAY OF _____ A.D., 2011,
BY BRIAN K. HEAVY, PRESIDENT BY CHARLENE M. SMOLLER, CLERK

SIGNATURE _____ SIGNATURE _____

STATE OF ILLINOIS)
COUNTY OF _____) S.S

I, _____ A NOTARY PUBLIC IN AND
FOR SAID COUNTY OF THE STATE AFORESAID, DO HEREBY
CERTIFY, O.A. BRIAN K. HEAVY, PRESIDENT AND
CHARLENE M. SMOLLER, CLERK
PERSONAL AND 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 SAID
INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR
THE USES AND PURPOSES SET FORTH
GIVEN UNDER MY HAND AND SEAL THIS _____
DAY OF _____ A.D., 2011.


NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

STATE OF ILLINOIS) S.S
COUNTY OF DUPAGE)
I, JAMES L. CARNAK, AN ILLINOIS PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THAT THE
PLAT AS HERON DRAWN IS A CORRECT
REPRESENTATION OF THE PROPERTY DESCRIBED BY
THIS INSTRUMENT.
DATED AT WILLOWBROOK, ILLINOIS, THIS 23RD DAY
OF APRIL, A.D., 2011

JAMES L. CARNAK
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2946
EXPIRES 11-30-12

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

DATE: 4/25/11 PROJECT NO. 11112 SHEET 1 OF 1



SIGNATURE _____
DATE _____
JAMES L. CARNAK, P.E.
ILL. P.L.S. NO. 2946
EXPIRES 11-30-12

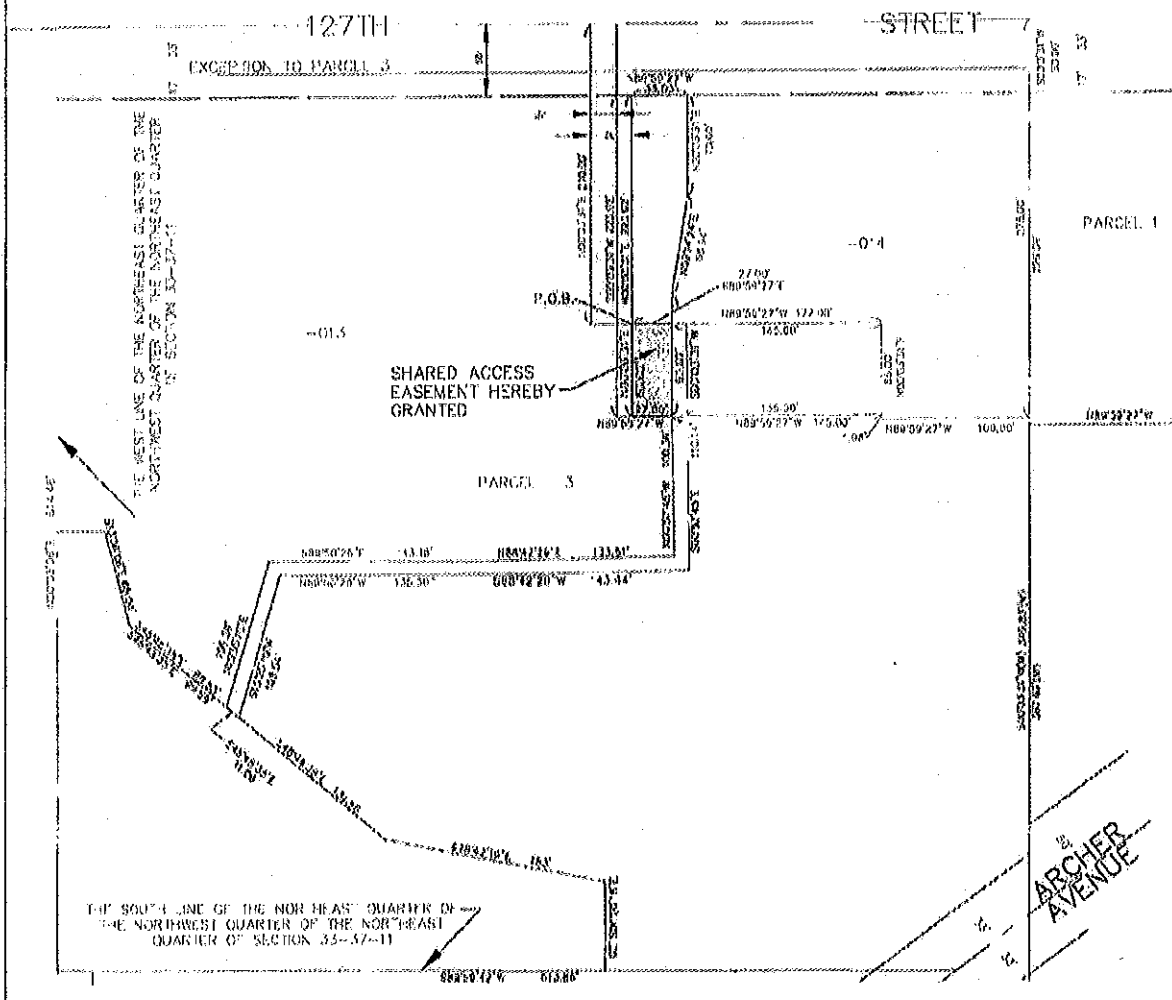
PLAT OF EASEMENT FOR SHARED ACCESS PURPOSES

P.L.N. 22-33-200-013

OVER

SCALE 1"=60'


THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ANOTHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 03 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 276.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 85.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 27 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 27.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 03.02 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 03.02 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.



A SHARED ACCESS EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF LEMONT, A MUNICIPAL CORPORATION

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
I, JAMES L. GAINKAR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.
DATED AT WILLOWBROOK, ILLINOIS, THIS 25TH DAY OF APRIL, A.D., 2011.

STATE OF ILLINOIS) S.S.
COUNTY OF)
I, JAMES L. GAINKAR, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT PERSONALLY APPEARED TO ME THE PARTY WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY HAD READ AND UNDERSTOOD THE INSTRUMENT AND VOLUNTARILY AGREE TO THE TERMS AND PURPOSES SET FORTH.



SIGNATURE

DATE

JAMES L. GAINKAR, P.E.
ILL. P.L.S. NO. 2656
EXPIRES 11-30-12

AFTER RECORDING
PLEASE RETURN TO:
THE VILLAGE OF LEMONT
475 MAPLE STREET
LEMONT, ILLINOIS 60439

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

JAMES L. GAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2656
EXPIRES 11-30-12

DATE: 4/25/11 PROJECT NO 1112 SHEET 1 OF 1

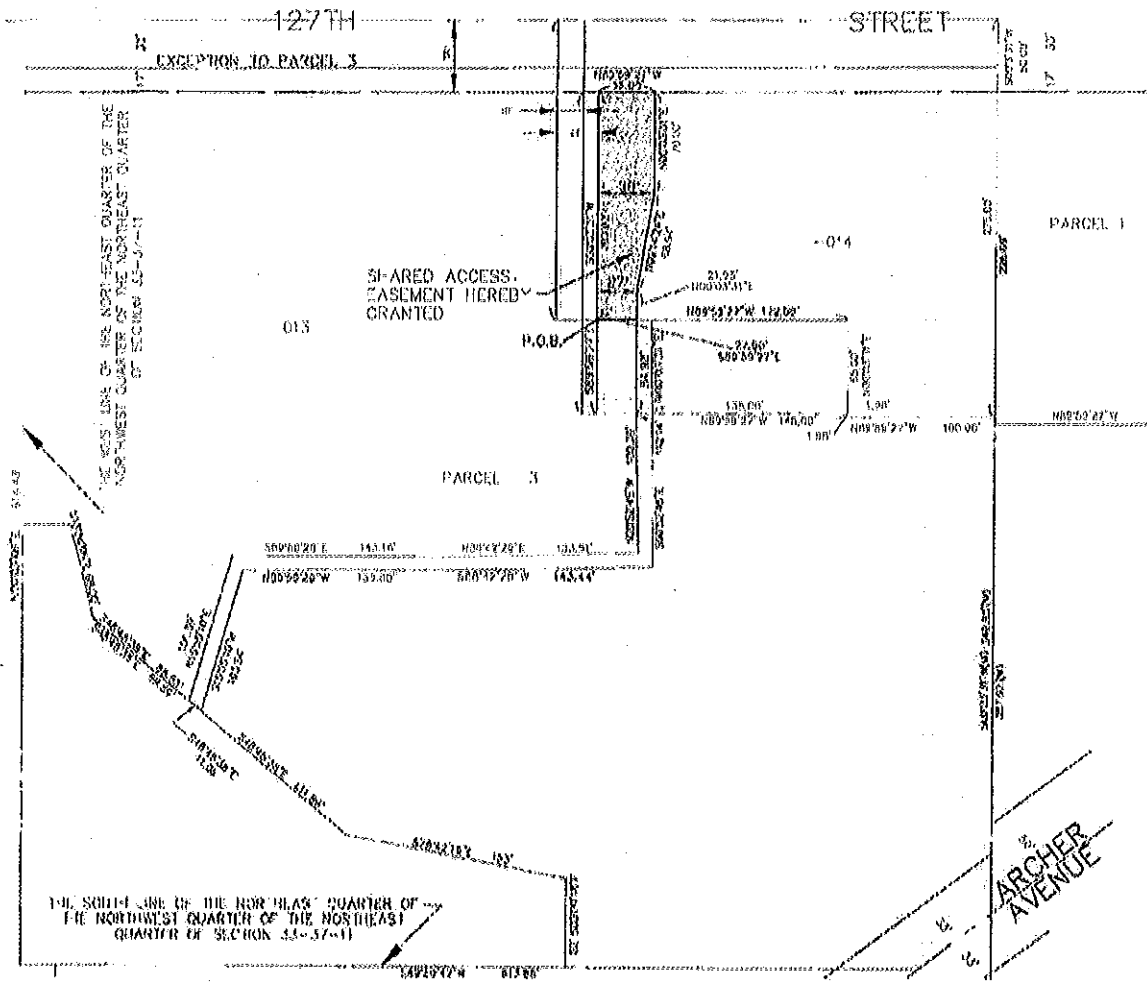
COMMITTEE ADDRESS:
1100 N. 127TH STREET
LEWIS, ILLINOIS 62439

PLAT OF EASEMENT FOR SHARED ACCESS PURPOSES OVER

P.L.N. 22-33-200-014

SCALE: 1"=80'

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF ARCHER ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 276.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 27 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 172.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 21.88 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 70.00 FEET TO THE OUTLINE OF THE NORTH 100.00 FEET OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID SOUTH LINE, 90.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.



A SHARED ACCESS EASEMENT IS HEREBY GRANTED TO THE S1, MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT, A NON PROFIT CORPORATION

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

THIS IS TO CERTIFY THAT
SULLAN G. LEMONT, A MINOR, CORPORATION
IS THE OWNER OF RECORD OF THE PROPERTY DESCRIBED
HEREIN AND DO HEREBY CONSENT TO THE EASEMENT
GRANTED BY THIS DOCUMENT.

DATED THIS _____ DAY OF _____ A.D. 2011.

BY BRIAN K. BLAVES, PRESIDENT OF CHARLENE M. SHOLLER, CLERK

SIGNATURE

SIGNATURE

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

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

DATED AT MILWAUKEE, ILLINOIS, THIS 20TH DAY
OF APRIL A.D., 2011

STATE OF ILLINOIS)
COUNTY OF) S.S.

A NOTARY PUBLIC IN AND
FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY
CERTIFY THAT BRIAN K. BLAVES, PRESIDENT AND
CHARLENE M. SHOLLER, CLERK
PERSONAL APPEAR TO ME TO BE THE SAID PERSONS WHOSE
NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT
AND APPEARED BEFORE ME THIS DAY, IN PERSON, AND
ACKNOWLEDGED THAT THEY SAID AND DELIVERED SAID
INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR
THE USES AND PURPOSES SET FORTH
GIVEN UNDER MY HAND AND SEAL THIS

DATE OF

A.D. 2011.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



SIGNATURE

DATE

JAMES L. GANKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-12

AFTER RECORDING,
PLEASE RETURN TO:
THE OFFICE OF LEMONT
410 MAIN STREET
LEWIS, ILLINOIS 62439

JAMES L. GANKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2656
EXPIRES 11-30-12

DATE: 4/28/11

PROJECT NO. 1112

SHEET 1 OF 1

Village Board

Agenda Memorandum

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ralph Pukula, Public Works Director

Subject: An Ordinance Authorizing Grant of Public Sidewalk Easement (1301 McCarthy Road)

date: June 7, 2011

BACKGROUND/HISTORY

In conjunction with the McCarthy Road sidewalk project, an easement is required along the property at 1301 McCarthy Road. The homeowner is amenable to the Village's request.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

The attached grant of easement will allow the Village to install the sidewalk along McCarthy Road

RECOMMENDATION

Staff recommends approval of the attached resolution.

ATTACHMENTS (IF APPLICABLE)

- A. An Ordinance Authorizing Grant of Public Sidewalk Easement (1301 McCarthy Road)
- B. Grant of Public Sidewalk Easement and Letter Agreement Between the Village and Edie M. Walker
- C. Plat of Easement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

- A. Motion to Approve Ordinance

**VILLAGE OF LEMONT
ORDINANCE NO. O-__-11**

**AN ORDINANCE AUTHORIZING GRANT OF PUBLIC SIDEWALK EASEMENT
(1301 McCarthy Road)**

**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.**

Ordinance No. O-___-11

**AN ORDINANCE AUTHORIZING GRANT OF PUBLIC SIDEWALK EASEMENT
(1301 McCarthy Road)**

WHEREAS, the Village Board finds that it is necessary, convenient and in the public interest to Grant a Public Sidewalk Easement (attached hereto as **Exhibit A**) with respect to the property located at 1301 McCarthy Road owned by Edie M. Walker (“Owner”);

WHEREAS, the Village Board desires to enter into a Letter Agreement (attached hereto as **Exhibit B**) which provides the Owner with additional consideration for the granting of said easement.

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

SECTION 1: The Village Administrator is authorized to take all necessary actions and execute all necessary documents, including but not limited to **Exhibit A** and **Exhibit B**, to implement this ordinance.

SECTION 2: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, 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

EXHIBIT A

GRANT OF PUBLIC SIDEWALK EASEMENT

(Between the Village of Lemont and Edie M. Walker)

GRANT OF PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10), and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, Grantor, **EDIE WALKER** (“GRANTOR”), does hereby grant, bargain, sell, and convey to the Grantee, VILLAGE OF LEMONT, Counties of Cook, Will and DuPage, State of Illinois (“GRANTEE”), a municipal corporation, a perpetual easement and right of way in, over, upon, through and under the following described premises:

See Plat of Easement for Public Sidewalk Purposes attached hereto as **Exhibit A**.

Commonly known as: 1301 McCarthy, Lemont, Illinois (“PROPERTY”)

The purpose of the easement is for the Grantee, its successors, assigns, employees, agents and other persons acting on behalf of the Grantee to install, extend, construct, repair, maintain, reconstruct, and operate:

Public Sidewalk (as described in the attached Exhibit A)

in, over, upon, through and under the premises hereinabove described.

For the purposes herein set out, the Grantee, its officers, employees, agents, licensees, successors and assigns shall at all times have the rights and privileges described in Exhibit A.

The Grantee shall hold harmless and indemnify the Grantor and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including but not limited to, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Grantor’s Property as a result of the Grantee’s exercise of its rights and obligations under this Grant of Easement and the public

use of the sidewalk, except to the extent due to acts or omissions of the Grantor and/or its representatives, officers, employees, agents and/or independent contractors.

This grant of easement shall run with the land and be binding upon the heirs, successors, administrators, assigns, agents, and employees of the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this _____ day of _____, 2011.

EDIE WALKER, Grantor

ACKNOWLEDGEMENT

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 EDIE WALKER personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before in person, and acknowledged that he/she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

Notary Public

Acceptance by Village of Lemont

The above easement is hereby accepted by the Village of Lemont.

VILLAGE OF LEMONT, a municipal corporation

Dated: _____

By: _____
Brian K. Reaves, Mayor

Attest: _____
Village Clerk

EXHIBIT B

LETTER AGREEMENT

(Between the Village of Lemont and Edie M. Walker)



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

June 8, 2011

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

Via First Class Mail

Ms. Edie M. Walker
1301 McCarthy Road
Lemont, IL 60439

Re: Letter Agreement between the Village of Lemont and Edie Walker
Easement for Purposes of Installing a Sidewalk at 1301 McCarthy Road

Dear Ms. Walker:

This Letter Agreement will confirm the following additional terms with respect to the Grant of Permanent Sidewalk Easement being entered into between the Village of Lemont and yourself. The Village hereby agrees to the following in exchange for the easement:

1. Total compensation of \$2,706.62 based upon a standard \$2.00 per square foot (193.33 ft x. 7 ft wide x \$2.00/sf = \$2,706.62);
2. The installation of a concrete driveway apron to match concrete installed for sidewalk;
3. In the event the previously installed drainage pipe is disturbed during construction, the Village will restore it to its original state at its own expense;
4. Two trees will be installed on the premises, as outlined in the construction plans; and
5. As a one-time only assistance to you, the Village will have the ditch to the south of the proposed sidewalk mowed and cleaned of debris. Based upon the construction timeline, this work will be completed after the installation of the sidewalk.

If the terms of this Letter Agreement are acceptable to you, please sign and date the enclosed duplicate of this letter and return it to me. If you have any immediate questions, do not hesitate to call me.

Sincerely,

Ben Wehmeier
Village Administrator

AGREED:

Date

By: _____
Eddie M. Walker

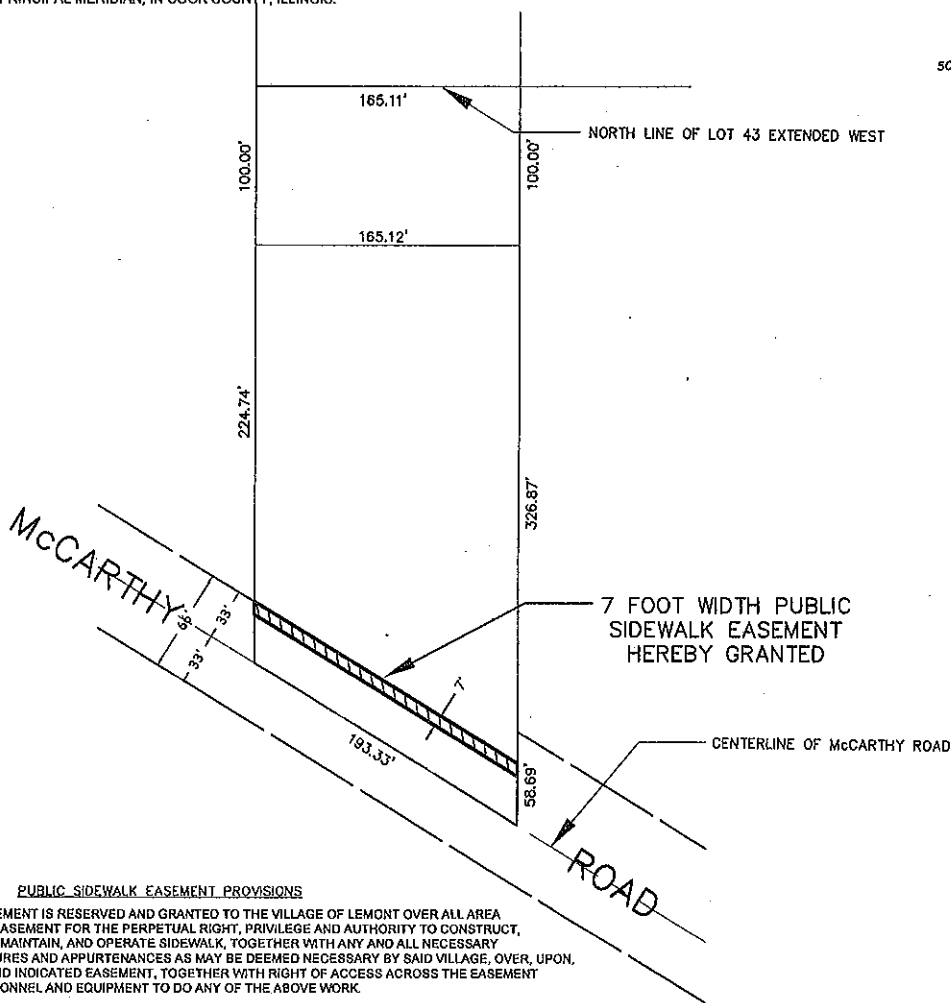
COMMON ADDRESS:
1301 McCARTHY ROAD
LEMONT, ILLINOIS 60439

PLAT OF EASEMENT FOR PUBLIC SIDEWALK PURPOSES GRANTED TO THE VILLAGE OF LEMONT OVER

THE NORTHEASTERLY 7 FEET OF THE SOUTHWESTERLY 33 FEET (AS MEASURED PERPENDICULAR TO THE CENTERLINE OF McCARTHY ROAD) OF THAT PART OF LOT 1 OF MONAGHAN AND OTHER'S SUBDIVISION (ALSO KNOWN AS THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, LYING SOUTH OF A LINE THAT IS 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 43 OF D. KANDICH'S HILLCREST ESTATES SUBDIVISION EXTENDED WEST, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SCALE: 1"=80'



PUBLIC SIDEWALK EASEMENT PROVISIONS

NON-EXCLUSIVE, PERPETUAL EASEMENT IS RESERVED AND GRANTED TO THE VILLAGE OF LEMONT OVER ALL AREA DENOTED AS PUBLIC SIDEWALK EASEMENT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE SIDEWALK, TOGETHER WITH ANY AND ALL NECESSARY APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE EASEMENT PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

STATE OF ILLINOIS)
COUNTY OF COOK) S.S

THIS IS TO CERTIFY THAT _____
IS THE OWNER OF RECORD OF THE PROPERTY DESCRIBED
HEREON AND DOES HEREBY CONSENT TO THE EASEMENT
GRANTED BY THIS DOCUMENT.
DATED THIS _____ DAY OF _____ A.D., 2011.

BY _____
SIGNATURE _____
ADDRESS _____

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S

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

DATED AT WILLOWBROOK, ILLINOIS, THIS 23rd DAY
OF MAY A.D. 2011.

[Signature]
JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-2012

STATE OF ILLINOIS)
COUNTY OF COOK) SS

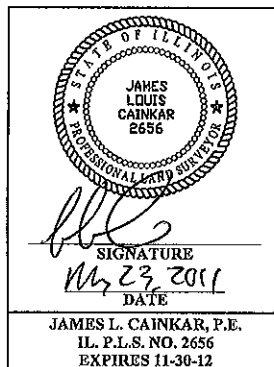
I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN
THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____
OF _____ ARE PERSONALLY KNOWN
TO ME TO BE THE SAME PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING
INSTRUMENT AS OWNER(S) AND RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON
AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR
OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID PERSON(S)
FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____
A.D. 2011.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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



Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Stephen Street Water Main Replacement
Stephen Street, from McCarthy Road to Porter Street
Community Development Block Grant No. 10-025

date: June 6, 2011

BACKGROUND

Eleven (11) bids were received on June 2, 2011 for the Stephen Street Water Main Replacement project, which work consists of the construction of 6-inch and 10-inch water main in trench; pressure connections; gate valves; hydrants; water service reconnections; pavement removal; pavement patching; and all appurtenant construction on Stephen Street, from McCarthy Road to Porter Street. The low bidder was D Construction, Inc., which bid was in the amount of \$122,000.00. The bid was \$15,806.00 (14.88%) above the Engineer's Estimate of \$106,194.00. I believe this is due to the cost of the time involved in the pavement patching operation at this busy location, and for the multiple staged traffic control situations. The project is being partially funded with \$80,000.00 of Cook County Community Development Block Grant funds.

PROS/CONS/ALTERNATIVES

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

RECOMMENDATION

Award of the Stephen Street Water Main Replacement Project to was D Construction, Inc., based on their bid amount \$122,000.00.

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 D Construction, Inc..

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE STEPHEN STREET WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the Village of Lemont requires that the Stephen Street Water Main Replacement Project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of D Construction, Inc. for such work; and

WHEREAS, D Construction, Inc. submitted a low bid for such work in the amount of \$122,000.00

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with D Construction, Inc. is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 13th day of June, 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 13th day of June, 2011.

Attest: _____
BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

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

Date: _____



Frank Novotny & Associates, Inc.

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

Civil Engineers/
Municipal Consultants

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

Re: **Stephen Street Water Main Replacement
Community Development Block Grant No. 10-025**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the June 2, 2011 bid opening for the above-captioned project. Eleven (11) bids were received and tabulated, with errors being found that did affect the bid order, but not the low bidder. A summary is as follows:

D. Construction, Inc.....	\$ 122,000.00
Unique Plumbing Company.....	122,711.00
Len Cox & Sons Excavating.....	124,177.00
J. Congdon Sewer Service.....	125,306.00
Suburban General Construction.....	126,488.00
John's Sewer & Water Corp.....	131,661.01
Stip Bros. Excavating, Inc.....	132,298.00
Bisping Construction Co.....	135,594.20
Copenhagen Construction.....	138,406.00
Vian Construction Company.....	183,317.00
M&J Underground, Inc.....	201,674.00
Engineer's Estimate.....	\$ 106,194.00

The low bid submitted by D. Construction, Inc., in the amount of \$122,000.00, is \$15,806.00 (14.88%) above the Engineer's Estimate of \$106,194.00. I feel that the reason for this is the cost of the time involved in the pavement patching operation at this busy location, as well as the staged traffic control required. D Construction, Inc. is prequalified to perform this type of work. We, therefore, recommend that the Contract be awarded to **D Construction, Inc., 1488 South Broadway, Coal City, IL 60416**, in the amount of **\$122,000.00**. This project is being partially funded with \$80,000.00 of CDBG funds.

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

Very truly yours,

FRANK NOVOTNY & ASSOCIATES, INC.

James L. Galinkar, P.E., P.L.S.

JLC/dn
Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Mr. Gerry Turrise, Water Supt., w/Enc.
Ms. Rose Yates, Exec. Adm. Asst., w/Enc.
Mr. Timothy Kleist, Cook County, w/Enc.
File No. 10452

OWNERS: Village of Lenox
 PROJECT DESCRIPTION: Stephen Street Water Main Replacement
 CD66 No. 10-025
 BID OPENING: June 2, 2011 at 10:00 am

PROJECT NO: 10452

Item No.	Description	Unit	Quantity	Unit Price	Amount	Engineers Estimate	D. Construction, Inc. 1488 South Broadway Coal City, IL 60416 5% Bid Bond	Unique Plumbing Co., Inc. 9408 West 47th Street Woodfield, IL 60053 5% Bid Bond	Lean Cox & Sons Excavating 165 Springfield Ave, Ste 10 Joliet, IL 60435 5% Bid Bond	J. Crompton Sewer Service 1770-A Alexandra Way Carol Stream, IL 60188 5% Bid Bond	Suburban General Const. 1219 East 31st Street Lisle, IL 60532 5% Bid Bond	John's Sewer & Water Care 22038 Industrial Drive N Plainfield, IL 60585 5% Bid Bond	
1	Water Main in Trench, Ductile Iron, 18"	FOOT	247	80.00	19,760.00		17,280.00	19,000.00	19,252.00	24,700.00	20,895.00	22,536.28	
2	Water Main in Trench, Ductile Iron, 6"	FOOT	7	50.00	350.00		595.00	120.00	455.00	400.00	455.00	540.00	
3	Water Main in Trench, Ductile Iron, 4"	FOOT	21	50.00	1,050.00		536.50	120.00	300.00	300.00	300.00	340.00	
4	Water Main in Existing Pipe, Ductile Iron, 18"	FOOT	22	80.00	1,760.00		2,500.00	80.00	2,500.00	1,750.00	1,750.00	2,000.00	
5	Water Main in Existing Pipe, Ductile Iron, 6"	FOOT	30	80.00	2,400.00		2,500.00	61.00	2,500.00	1,800.00	1,800.00	2,310.00	
6	Existing Pipe in Trench, PVC (C-800), 18"	FOOT	22	100.00	2,200.00		3,000.00	75.00	1,240.00	1,500.00	2,750.00	2,570.00	
7	Existing Pipe in Trench, PVC (C-800), 12"	FOOT	30	80.00	2,400.00		3,000.00	79.00	1,350.00	1,500.00	3,000.00	2,850.00	
8	Pressure Connections, 4" x 4"	EACH	1	1,800.00	1,800.00		2,300.00	2,300.00	2,300.00	4,500.00	4,500.00	5,000.00	
9	Gate Valves, 18"	EACH	1	2,400.00	2,400.00		1,850.00	1,740.00	1,900.00	3,000.00	3,000.00	2,585.00	
10	Gate Valves, 6"	EACH	1	1,800.00	1,800.00		550.00	570.00	1,450.00	1,500.00	1,500.00	1,500.00	
11	Class D Patches, Type IV, 14"	SQ YD	217	30.00	6,510.00		30,380.00	150.00	27,125.00	21,900.00	25,605.00	20,000.00	
12	Disconnect & Cap Existing Water Main, 6"	EACH	1	2,000.00	2,000.00		500.00	1,800.00	2,300.00	2,500.00	4,000.00	3,600.00	
13	Disconnect & Cap Existing Water Main, 4"	EACH	1	2,000.00	2,000.00		600.00	1,800.00	2,300.00	2,500.00	4,000.00	3,600.00	
14	Polyethylene Encasement	FOOT	322	2.00	644.00		361.00	1.00	322.00	1.00	322.00	322.00	
15	Fire Hydrants	EACH	2	3,500.00	7,000.00		7,000.00	3,450.00	7,000.00	8,000.00	11,000.00	5,400.00	
16	Remove Existing Fire Hydrants	EACH	1	1,000.00	1,000.00		800.00	300.00	1,000.00	250.00	750.00	1,000.00	
17	Pipe Cuts (Mechanical Joints), Ductile Iron	LBS.	1100	3.50	3,850.00		4,400.00	4.25	4,675.00	3.00	1,000.00	11,700.00	
18	Selected Granular Backfill (CA-7)	CU YD	250	60.00	15,000.00		12,250.00	30.00	7,500.00	40.00	10,000.00	4,800.00	
19	Water Service Reconnection, Near Side, 1-1/2", with New Buffalo Box	EACH	5	1,200.00	6,000.00		5,500.00	1,000.00	5,500.00	1,500.00	3,000.00	5,000.00	
20	Water Service Reconnection, Far Side, 6"	EACH	1	1,500.00	1,500.00		2,300.00	2,400.00	2,300.00	3,500.00	4,500.00	2,500.00	
21	Water Service Reconnection, Far Side, 1-1/2", with New Buffalo Box	EACH	1	1,600.00	1,600.00		1,500.00	1,500.00	3,000.00	2,000.00	1,500.00	2,500.00	
22	Water Service Line, 1-1/2"	FOOT	124	35.00	4,340.00		7,440.00	35.00	6,820.00	21.00	1,600.00	72.00	
23	Existing Pipe, PVC (Sch40), 4"	FOOT	29	20.00	580.00		500.00	40.00	1,145.00	30.00	725.00	65.00	
24	Valve Box Cast Iron, 6"	EACH	3	300.00	900.00		600.00	240.00	600.00	250.00	1,250.00	2,500.00	
25	Shelwalk Removal	SQ FT	75	4.00	300.00		750.00	150.00	300.00	6.00	75.00	800.00	
26	Precast Concrete Concrete Slabwalk, 5'	SQ FT	75	7.00	525.00		1,350.00	10.00	750.00	5.00	375.00	1,200.00	
27	Connections Curb & Gutter Removal	FOOT	10	42.00	420.00		300.00	10.00	100.00	30.00	300.00	150.00	
28	Curbside Concrete Curb & Gutter, Type B-6-12	FOOT	10	25.00	250.00		500.00	40.00	500.00	30.00	300.00	300.00	
29	Storm Sewer, PVC (C-800), 12"	FOOT	21	60.00	1,260.00		1,575.00	55.00	1,365.00	65.00	1,365.00	1,500.00	
30	Non-Shear Misfit Couplings, 12"	EACH	2	300.00	600.00		320.00	157.00	300.00	300.00	600.00	1,500.00	
31	Tripods, Finish and Place, 4"	SQ YD	45	6.00	270.00		900.00	11.50	540.00	10.00	450.00	25.00	
32	Stitching	SQ YD	45	5.00	225.00		1,125.00	13.50	607.50	10.00	450.00	35.00	
33	Traffic Control & Protection	L.SUM	1	5,000.00	5,000.00		5,000.00	5,000.00	4,000.00	10,000.00	12,000.00	1,500.00	
34	Insurance Provisions - Complete	L.SUM	1	4,000.00	4,000.00		3,000.00	1,000.00	4,000.00	5,000.00	3,000.00	1,500.00	
Totals:							122,050.00	122,711.00	124,177.00	125,305.00	126,488.00	133,220.00	
Big Error Corrections:													
11	Class D Patches, Type IV, 14"											20,000.00	
18	Selected Granular Backfill (CA-7)											3,125.00	
TOTAL							122,050.00	122,711.00	124,177.00	125,305.00	126,488.00	133,220.00	
Corrected Totals							122,050.00	122,711.00	124,177.00	125,305.00	126,488.00	133,220.00	
Over/Under							15,000.00	16,517.00	17,963.00	18,000.00	18,000.00	18,000.00	25,467.00
Percent							12.28%	13.42%	15.83%	14.37%	14.28%	14.28%	18.37%

OWNER: Villages of Lemont
 Stephen Street Water Main Replacement
 CDBG No. 10-025
 June 2, 2011 at 10:00 am

PROJECT NO: 10452

BID OPENING:

Item No	Description	Unit	Quantity	Engineers Estimate		Shih Bros. Excavation, Inc.		Esping Construction Co.		Crescent Construction		Van Construction Co., Inc.		MAJ Underground, Inc.		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Water Main in Trench, Ductile Iron, 10"	FOOT	247	80.00	19,760.00	94.00	23,218.00	133.00	34,333.00	78.00	19,266.00	172.00	42,494.00	133.00	32,853.00	
2	Water Main in Trench, Ductile Iron, 6"	FOOT	7	50.00	350.00	78.00	546.00	110.00	770.00	120.00	840.00	147.00	1,029.00	142.00	994.00	
3	Water Main in Trench, Ductile Iron, 4"	FOOT	4	50.00	200.00	80.00	320.00	120.00	480.00	120.00	480.00	147.00	588.00	147.00	588.00	
4	Water Main in Existing Pipe, Ductile Iron, 10"	FOOT	22	80.00	1,760.00	80.00	1,760.00	170.00	3,740.00	140.00	3,080.00	172.00	3,794.00	172.00	3,794.00	
5	Water Main in Existing Pipe, Ductile Iron, 6"	FOOT	38	80.00	3,040.00	79.50	3,021.00	150.00	5,700.00	130.00	4,990.00	147.00	5,546.00	120.00	4,560.00	
6	Excavating Pipe in Trench, PVC (C-500), 16"	FOOT	22	100.00	2,200.00	111.00	2,442.00	170.00	3,740.00	187.00	4,154.00	75.00	1,650.00	120.00	2,640.00	
7	Excavating Pipe in Trench, PVC (C-500), 12"	FOOT	30	80.00	2,400.00	89.00	2,670.00	150.00	4,500.00	94.00	2,820.00	65.00	4,230.00	100.00	3,000.00	
8	Pressure Connection, 4" x 4"	EACH	1	1,900.00	1,900.00	2,700.00	2,700.00	1,800.00	1,800.00	2,400.00	2,400.00	3,600.00	3,600.00	4,800.00	4,800.00	
9	Gate Valves, 10"	EACH	1	2,400.00	2,400.00	2,400.00	2,400.00	1,500.00	1,500.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	
10	Gate Valves, 6"	EACH	1	1,800.00	1,800.00	718.00	718.00	575.00	575.00	1,700.00	1,700.00	1,500.00	1,500.00	1,200.00	1,200.00	
11	Class D Patches, Type IV, 1-2'	SQ YD	217	80.00	17,360.00	125.00	27,125.00	140.00	30,520.00	68.00	14,724.00	150.00	32,700.00	150.00	32,700.00	
12	Disconnect & Cap Existing Water Main, 6"	EACH	1	2,000.00	2,000.00	700.00	700.00	500.00	500.00	1,100.00	1,100.00	2,500.00	2,500.00	2,700.00	2,700.00	
13	Disconnect & Cap Existing Water Main, 4"	EACH	1	2,000.00	2,000.00	700.00	700.00	500.00	500.00	900.00	900.00	3,000.00	3,000.00	2,500.00	2,500.00	
14	Polylethylene Encasement	FOOT	322	2.00	644.00	2.00	644.00	1.50	483.00	5.00	1,610.00	1.00	322.00	2.00	644.00	
15	Fire Hydrants	EACH	2	3,500.00	7,000.00	3,065.00	6,130.00	2,500.00	5,000.00	3,000.00	6,000.00	4,000.00	8,000.00	4,000.00	8,000.00	
16	Remove Existing Fire Hydrants	EACH	1	1,000.00	1,000.00	700.00	700.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	
17	2" Fire Filter (Mechanical Lock), Ductile Iron	LESS	1108	3.50	3,878.00	4.10	4,542.80	5.00	5,540.00	8.00	8,864.00	6.00	6,648.00	70.00	77,560.00	
18	Selected Granular Bedded (C-47)	CU YD	296	40.00	11,840.00	50.00	14,800.00	7.00	2,072.00	30.00	8,880.00	30.00	8,880.00	54.00	16,044.00	
19	Water Service Recommendation, Near Side, 1-1/2', with New Baffle Box	EACH	5	1,200.00	6,000.00	1,500.00	7,500.00	1,915.00	9,575.00	1,100.00	5,500.00	2,500.00	10,000.00	1,800.00	9,000.00	
20	Water Service Recommendation, Far Side, 6"	EACH	4	1,500.00	6,000.00	1,578.00	6,312.00	2,500.00	10,000.00	1,200.00	4,800.00	5,000.00	20,000.00	2,600.00	10,400.00	
21	Water Service Recommendation, Far Side, 1-1/2', with New Baffle Box	EACH	1	1,600.00	1,600.00	1,500.00	1,500.00	1,975.00	1,975.00	1,100.00	1,100.00	3,000.00	3,000.00	1,800.00	1,800.00	
22	Water Service Line, 1-1/2'	FOOT	124	35.00	4,340.00	94.50	11,718.00	34.55	4,284.20	32.00	3,984.00	75.00	9,300.00	135.00	16,740.00	
23	Encasing Pipe, PVC (Schulco 40), 4"	FOOT	29	20.00	580.00	9.00	261.00	10.00	290.00	50.00	1,450.00	40.00	1,160.00	174.00	5,046.00	
24	Valve Box, Cast Iron, 6"	EACH	3	300.00	900.00	175.00	525.00	450.00	1,350.00	900.00	2,700.00	500.00	1,500.00	1,500.00	3,000.00	
25	Sidewalk Removal	SQ FT	75	4.00	300.00	5.00	375.00	1.66	124.50	5.00	375.00	2.00	150.00	3.00	225.00	
26	Portland Cement Concrete Sidewalk, 5"	SQ FT	75	7.00	525.00	10.00	750.00	7.00	525.00	10.00	750.00	12.00	900.00	17.00	1,275.00	
27	Construction Cuts & Gutter Removal	FOOT	15	12.00	180.00	25.00	375.00	16.00	240.00	25.00	375.00	30.00	450.00	20.00	300.00	
28	Combination Concrete Curb & Gutter, Type 8-6-12	FOOT	15	25.00	375.00	50.00	750.00	20.00	300.00	35.00	525.00	80.00	1,200.00	77.00	1,155.00	
29	Storm Sewer, PVC (C-500), 12"	FOOT	24	80.00	1,920.00	73.00	1,752.00	40.00	960.00	80.00	1,920.00	120.00	2,880.00	211.00	5,064.00	
30	Non-Shear Mission Couplings, 12"	EACH	2	500.00	1,000.00	180.00	360.00	125.00	250.00	650.00	1,300.00	145.00	290.00	580.00	1,160.00	
31	Topsoil Furnish and Place, 4"	SQ YD	45	6.00	270.00	6.00	270.00	8.00	360.00	6.00	270.00	70.00	315.00	11.00	495.00	
32	Soilfill	SQ YD	45	5.00	225.00	5.00	225.00	8.00	360.00	6.00	270.00	20.00	90.00	5.00	225.00	
33	Traffic Control & Protection	L.SUM	1	5,000.00	5,000.00	12,000.00	12,000.00	87,500.00	87,500.00	22,000.00	22,000.00	12,000.00	12,000.00	8,700.00	8,700.00	
34	Insurance Provisions - Complete	L.SUM	1	4,000.00	4,000.00	500.00	500.00	1,500.00	1,500.00	4,200.00	4,200.00	600.00	600.00	3,300.00	3,300.00	
Totals:					196,184.00	132,250.00	135,594.00	183,377.00	439,406.00	291,674.00						
Bid Error Corrections:						132,250.00										
TOTAL						132,250.00										
Corrected Totals					132,250.00	132,250.00	135,594.00	183,377.00	439,406.00	291,674.00						
Over/Under					26,040.00	26,040.00	27,699.00	77,123.00	30,335.00	95,480.00						
Percent					24.55%	24.55%	27.69%	77.62%	30.33%	89.81%						

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: New Avenue Water Main Replacement

date: June 6, 2011

BACKGROUND

Nine (9) bids were received on June 3, 2011 for the New Avenue Water Main Replacement project, which work consists of the construction of 12-inch ductile iron water main in trench; pressure connections; gate valves; hydrants; sidewalk replacement; pavement replacement; and all appurtenant construction on New Avenue, from Timberline Drive to Lockport Street. Also included in this bid is the replacement of the water main on Main Street, from Lockport Street to State Street, and on Illinois Street, between Lockport Street and State Street. The low bidder was Swallow Construction, which bid was in the amount of \$791,735.50. The bid was \$65,829.50 (7.68%) below the Engineer's Estimate of \$857,565.00.

PROS/CONS/ALTERNATIVES

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

RECOMMENDATION

Award of the New Avenue Water Main Replacement Project to Swallow Construction, based on their bid amount \$791,735.50.

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 Swallow Construction.

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE NEW AVENUE WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the Village of Lemont requires that the New Avenue Water Main Replacement Project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of Swallow Construction for such work; and

WHEREAS, Swallow Construction submitted a low bid for such work in the amount of \$791,735.50

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with Swallow Construction is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 13th day of June, 2011.

AYES NAYS PASSED ABSENT

Debby Blatzer
Paul Chialdikas
Clifford Milkos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgillo

CHARLENE SMOLLEN, Village Clerk

Approved by me this 13th day of June, 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

June 6, 2011

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

Re: **New Avenue Water Main Replacement**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the June 3, 2011 bid opening for the above-captioned project. Nine (9) bids were received and tabulated, with an error being found that did not affect the bid order. A summary is as follows:

Swallow Construction	\$ 791,735.50
Len Cox & Sons Excavating.....	822,818.75
City Construction Company	872,659.02
R.A.Mancini.....	913,971.50
Unique Plumbing Company	917,301.35
Vian Construction Company	985,089.00
D. Construction, Inc.....	995,000.00
P.T. Ferro Construction.....	1,004,424.25
Bisping Construction Co.....	1,112,555.50
 Engineer's Estimate	 \$ 857,565.00

The low bid submitted by Swallow Construction Company, in the amount of \$791,735.50, is \$65,829.50 (7.68%) below the Engineer's Estimate of \$857,565.00. Swallow Construction has satisfactorily performed this type of work in the Village previously. We, therefore, recommend that the Contract be awarded to **Swallow Construction Company, 4250 Lacey Road, Downers Gove, IL 60515**, in the amount of \$791,735.50.

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.

JL.C/dn
Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Mr. Gerry Turrise, Water Supt., w/Enc.
Ms. Rose Yates, Exec. Adm. Asst., w/Enc.
File No. 10428

TAULATION OF BIDS

OWNER: Village of Lemont
 PROJECT DESCRIPTION: New Avenue Water Main Replacement

PROJECT NO.: 104738

BID OPENING: June 3, 2011 at 10:00 am

Item No.	Description	Unit	Quantity	Unit Price	Amount	Vendor Name	Address	City	State	Zip	Phone	Fax
38	Setback Renewal	SQ FT	12000	2.00	24,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
40	Perforated Concrete Sidewalk, 4 inch	SQ FT	12000	4.00	48,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
41	Perforated Concrete Sidewalk, 6 inch	SQ FT	12000	4.00	48,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
42	Obstacle Weirings	SQ FT	24	42.00	1,008.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
43	Obstacle Weirings	SQ FT	24	42.00	1,008.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
44	Obstacle Weirings	SQ FT	24	42.00	1,008.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
45	Combination Concrete Curb & Gutter, Type S-6-12	FOOT	257	25.00	6,425.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
46	Concrete Curb, Type B	FOOT	257	25.00	6,425.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
47	Chain bases, Type G, Type 1 Form, Closed Jt	EA	2	1,900.00	3,800.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
48	Chain bases, Type C	EA	2	1,900.00	3,800.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
49	Removal Chain Bases	EA	4	200.00	800.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
50	Sanitary Sewer, Type 2, Double In, 8"	FOOT	62	49.00	3,038.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
51	Sanitary Sewer, Type 1, Double In, 12"	FOOT	364	70.00	25,480.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
52	Sanitary Sewer, Type 1, Double In, 8"	FOOT	24	59.00	1,416.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
53	Concrete Manhole, Type C	NO	3	12,000.00	36,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
54	Manhole - 36" Dia. - 4' High - 1.5' Thick	NO	2	17,000.00	34,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
55	Manhole - 36" Dia. - 4' High - 1.5' Thick	NO	1	17,000.00	17,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
56	Special Finish and Paint, 6"	NO	187	30.00	5,610.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
57	Special Finish and Paint, 6"	NO	187	30.00	5,610.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
58	Table Guard & Protection	NO	1	5,000.00	5,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
59	Insurance Provisions - Complete	NO	1	4,000.00	4,000.00	Vlan Construction Co., Inc.	1041 Myrtle Street Evanston, IL 60007	Evanston	IL	60007	708.488.0000	
TOTALS:					837,455.00							
BID Error Corrections:					535,099.00							
TOTAL:					302,356.00							
Corrected Totals ---					585,989.00							
Over Under ---					127,634.00							
Percent ---					14.87%							