



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

VILLAGE BOARD MEETING

JULY 25, 2011 - 7:00 P.M.

AGENDA

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

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

Building Department

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

Planning & Economic Development

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

Engineering Department

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

Finance Department

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

Police Department

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

Public Works

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

www.lemont.il.us

I. PLEDGE OF ALLEGIANCE.

II. ROLL CALL.

III. CONSENT AGENDA. (RC)

A. APPROVAL OF MINUTES.

B. APPROVAL OF DISBURSEMENTS.

C. RESOLUTION ACCEPTING COVINGTON KNOLLS DETENTION BASIN #1. (RC) (PLANNING & ED)(STAPLETON)(BROWN)(JONES)

D. RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND RELEASING LETTER OF CREDIT FOR SINGER LANDING. (RC) (PLANNING & ED)(STAPLETON)(BROWN)(JONES)

IV. MAYOR'S REPORT

A. PUBLIC HEARING ON REVISED ANNEXATION AGREEMENT FOR GLEN OAKS ESTATES. (PLANNING & ED)(STAPLETON)(BROWN/JONES)

B. PRESENTATION OF COMMENDATIONS - LEMONT POLICE DEPARTMENT.

C. AUDIENCE PARTICIPATION.

V. CLERK'S REPORT

A. CORRESPONDENCE.

B. ORDINANCES

1. ORDINANCE AMENDING ORD. O-67-10 GRANTING PRELIMINARY
PUD PLAN/PLAT APPROVAL, SPECIAL UE FOR PUD AND ZONING
MAP AMENDMENT FOR TOWNHOME SUBDIVISION LOCATED AT
12660 THORNBERRY DRIVE (COURTYARDS OF BRIARCLIFFE).(RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)

C. RESOLUTIONS

1. **RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF PARTICIPATING WITH POLICE DEPARTMENTS OF OTHER MUNICIPALITIES IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS). (RC)
(PUBLIC SAFETY)(MIKLOS)(SHAUGHNESSY)**
2. **RESOLUTION AUTHORIZING PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR HIGH ROAD LAPP RESURFACING. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
3. **RESOLUTION AUTHORIZING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN HIGH ROAD LAPP RESURFACING. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
4. **RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR STATE STREET & WARNER AVENUE WATER MAIN & WATER SERVICE TRANSFER. (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 July 11, 2011

The regular meeting of the Lemont Village Board was held on Monday, July 11, 2011 at 7:00 p.m., President Brian Reaves presiding. Roll call: Blatzer, Chialdikas, Miklos, Stapleton, Sniegowski, Virgilio; present.

III. CONSENT AGENDA

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

- A. Minutes
- B. Approval of Disbursements

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

IV. MAYOR'S REPORT

Mayor Reaves announced that the Heritage Fest on July 9 was a success.

Mayor Reaves also reported that Illinois Supreme Court has made a decision allowing the video gaming legislation to move forward which is intended to provide funding for the capital bill.

An award for the 2011 Kops N Kidz T-Shirt design contest was presented to Zach Lehmacher.

AUDIENCE PARTICIPATION - AGENDA ITEMS

V. CLERK'S REPORT

Clerk Smollen received notice of a permit application to IEPA from Romeoville Recycling Center to compost and recycle asphalt shingles on South Material Road in Romeoville.

ORDINANCES

Ordinance O-45-11 - Ordinance Authorizing Disposal of Surplus Property. Motion by Chialdikas seconded by Miklos, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski; Stapleton, Virgilio; ayes. Motion passed.

Ordinance O-46-11 - Ordinance Authorizing Execution of an Amendment to Annexation Agreement for Krystyna Crossing Subdivision. Motion by Stapleton, seconded by Blatzer, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Ordinance O-47-11 - Ordinance Annexing Property at 15300 129th Street (Kahle). Motion by miklos, seconded by Stapleton, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Ordinance O-48-11 - Ordinance Amending Zoning Map from Cook County R-4 to Lemont R-4 and Granting Lot Width Variation for property located at 15300 129th Street (Kahle). Motion by Stapleton, seconded by Blatzer, to adopt said ordinance. Roll call: Blatzer, Chialdikas, miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

RESOLUTIONS

Resolution R-48-11 - Resolution Approving Final Plat of Subdivision for a 2-Lot Subdivision at 15300 129th Street (Kahle). Motion by Stapleton, seconded by Miklos, to adopt said Resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Resolution R-49-11- Resolution Approving Local Agency Agreement for High Road Resurfacing. Motion by Sniegowski, seconded by Blatzer, to adopt said Resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Resolution R-50-11 - Resolution Accepting a Water Utility Easement. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Resolution R-51-11 - Resolution Authorizing Award of Contract for Logan Dam Sediment Removal. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Resolution R-52-11 - Resolution Approving Final Plat of Subdivision for a 2-Lot Residential Subdivision on the South side of 127th Street (Vancho/Jaikovski) Motion by Blatzer, seconded by Miklos, to adopt said resolution after deleting the second condition regarding sidewalk. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

Resolution R-53-11 - Resolution in Support of Senate Bill 83. Motion by Blatzer, seconded by Virgilio to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

Community Development Director Jim Brown reported that the Briarcliffe townhome development is likely to go forward with some minor changes to the plan approved. McNaughton has requested an extension of their approvals of last September.

Filming will begin in August for the building of a “green” house in Briarcliffe Subdivision for a syndicated T.V. show.

Building Dept. Building Commissioner Ed Buettner reported that The Vault restaurant at 308 Canal Street will open tomorrow, July 12.

X. UNFINISHED BUSINESS

The request to install a traffic signal at Main Street and Walker Road has been turned down by IDOT and Cook County. The Village Administrator will contact the private property owner for an easement to improve visibility at the intersection.

XI. NEW BUSINESS

The Mayor and Village Administrator met with the Park District President and Director concerning the Village's Land/Cash Ordinance.

Mayor Reaves announced the retirement on August 31 of Rose Yates, Executive Assistant.

Trustee Sniegowski requested that an educational link be added to the web site concerning invasive species of vegetation.

The Board discussed downtown development.

XII. EXECUTIVE SESSION

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

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:35 p.m. Voice vote: 6 ayes. Motion passed.



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #072-11
Village Board of Trustees

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

THRU:

SUBJECT: **Case 94-15 Covington Knolls Unit One Detention Basin Acceptance**

DATE: 20 July 2011

SUMMARY

Terry Woolums, Vice President of Gallagher & Henry, has requested the acceptance of the detention basin, commonly referred to as "Pond One," which serves Covington Knolls Unit One. Village Engineer Jim Cainkar and Public Works personnel have inspected the improvements and recommend acceptance. The Village holds a letter of credit as a financial guarantee for the required two year maintenance period.

BOARD ACTION

Vote on the attached resolution as part of the consent agenda approval.

ATTACHMENTS

1. A Resolution Accepting Public Improvements Within Covington Knolls Subdivision, Unit One, in Lemont, IL.

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION ACCEPTING DETENTION BASIN ONE WITHIN
COVINGTON KNOLLS SUBDIVISION IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 25th DAY OF JULY, 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 25th day of July, 2011.**

**A RESOLUTION ACCEPTING DETENTION BASIN ONE WITHIN
COVINGTON KNOLLS SUBDIVISION IN LEMONT, IL**

WHEREAS, Gallagher & Henry, the developer of the Covington Knolls subdivision has completed certain public improvements and has maintained certain improvements to Village standards for several years; and

WHEREAS, Terry Woolums, Vice President of Gallagher & Henry, has requested acceptance of a detention basin installed as part of the Covington Knolls Subdivision and commonly referred to as "Detention Basin One"; and

WHEREAS, authorized engineer of the Village, James Cainkar, inspected certain portions of the improvements and recommends acceptance of said Detention Basin One; and

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

Section One – Acceptance. Detention Basin One within the Covington Knolls Subdivision is hereby accepted and Gallagher & Henry is hereby relieved of all maintenance responsibilities, to include the two-year maintenance period.

Section Two – Letter of Credit. The acceptance of Detention Basin One shall not result in any reduction to any Letter of Credit posted by or on behalf of Gallagher & Henry for the Covington Knolls Subdivision.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 25th day of July, 2011.

AYES

NAYS

ABSENT

ABSTAIN

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

Approved by me this 25th day of July, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #69-11
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 22-13 Singer Landing

DATE: July 19, 2011

SUMMARY

Lennar Communities of Chicago, LLC has requested the acceptance of all public improvements in the Singer Landing subdivision. Village Engineer Jim Cainkar has inspected the improvements and recommends acceptance. Upon acceptance, Lennar will be required to post a financial guarantee for the required two year maintenance period.

BOARD ACTION

Vote on the attached resolution.

ATTACHMENTS

1. A Resolution Accepting All Public Improvements Within Singer Landing Subdivision In Lemont, IL.

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION ACCEPTING ALL
PUBLIC IMPROVEMENTS WITHIN
SINGLER LANDING SUBDIVISION IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 25th DAY OF JULY, 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 25th day of July, 2011.**

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING ALL
PUBLIC IMPROVEMENTS WITHIN
SINGER LANDING SUBDIVISION IN LEMONT, IL**

WHEREAS, pursuant to the subdivision regulations contained within the Lemont Unified Development Ordinance, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of public improvements; and

WHEREAS, in the matter of Singer Landing Subdivision, generally located at the eastern terminus of Talcott Avenue in Lemont, Irrevocable Letter of Credit No.FGAC-06290 issued by Fidelity Guaranty and Acceptance Corp on October 4, 2006, in the amount of \$104,233.85, was deposited with the Village of Lemont to guarantee completion of public improvements in said subdivision; and

WHEREAS, on the 28th day of February, 2011, the President and the Board of Trustees of the Village of Lemont reduced said letter of credit per Resolution R-15-11 to \$30,000.00; and

WHEREAS, Lennar Communities of Chicago, LLC, the owner and developer of said subdivision, requested acceptance of Singer Landing Subdivision and the release of said Letter of Credit; and

WHEREAS, authorized engineer of the Village of Lemont, James Cainkar, inspected certain portions of the improvements and recommends acceptance of said subdivision and, in accordance with the Unified Development Ordinance of 2008, the initiation of the two-year subdivision maintenance period;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, that the public improvements within Singer Landing Subdivision are hereby accepted and that the Letter of Credit No. FGAC-06290 is hereby released with the following conditions:

1. Lennar Communities of Chicago, LLC shall submit to the Village of Lemont a maintenance guarantee, in the form of a letter of credit or other financial guarantee as approved by the Community Development Director, in the amount of \$52,093.00. This financial guarantee shall be valid for a period of at least two years from the date of approval of this resolution.
2. A bill of sale shall be provided.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 25th day of July, 2011.

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

Approved by me this 25th day of July, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Brian K. Reaves
Village Board of Trustees #068-11

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

THRU

SUBJECT: **CASE 11-06 - Glen Oak Estates – Public Hearing for Revised Agreement**

DATE: 19 July 2011

BACKGROUND

Over the last half year staff has been negotiating with the developer of Glen Oak Estates for amendments to the existing annexation and PUD agreements that would: (1) alter the site plan to allow more public open space and preserve some of the better site characteristics; and (2) relief the developer of certain development obligations and reduce his fees. A revised plan that includes a substantial increase in open space has been proposed. The Planning & Zoning Commission conducted a public hearing on the zoning-related issues such as revised site plan, lot sizes, and lot widths in May. The Committee of the Whole reviewed the latest plan and record of the public hearing last month. Since then an amended and restated annexation agreement has been drafted and delivered to the applicant.

THE REVISED AGREEMENT

The amended and restated annexation agreement, if approved, would replace the annexation agreement approved by the Village in August 2007. Additionally, an amended Planned Unit Development ordinance would need to be approved. A discussion of the specific merits of the revised site plan was contained in my memorandum to the Committee of the Whole last month.¹

Amendments and changes to the annexation agreement are summarized below.

¹ Planning & Economic Development Department memorandum #057-11, SUBJ: Case 11-06 Glen Oak Estates Revised Plan and Amendments, dated 14 June 2011

Plans (Exhibits). The amended agreement replaces the site plan, landscape plan, and engineering plans, to include plans for Parker Road, with new plans. The new site plan alters the overall number of single-family homes from 250 to 240 and changes lot size, width, and setbacks as follows:

Comparison of Standards for R-4 with Requested Variations

Lot and Dimensional Standards	R-4 Standards	93 Lots	78 Lots	69 Lots
Minimum lot size	12, 250 sq ft	12,150 sq ft	10,125 sq ft	7,500 sq ft
Minimum lot width	90 ft	90 ft	75 ft	60 ft
Minimum front yard setback	25 ft	25 ft	25 ft	25 ft
Minimum rear yard setback	30 ft	30 ft	30 ft	25 ft
Minimum corner side yard setback	30 ft	24 ft	22.5 ft	21 ft
Minimum side yard setback:				
<i>Lot width greater than 80</i>	15 ft	9 ft	N/A	N/A
<i>Lot width 80-55</i>	16.5% of lot width	N/A	7.5 ft	6 ft
<i>Lot width less than 55 ft</i>	12% or 5 ft	N/A	N/A	N/A

Phasing. Currently the development is divided into five phases. The revised agreement states: The TERRITORY shall be developed in at least four but not more than seven phases. Phase One shall include [INSERT NUMBER] units, as indicated on **Exhibit B**. All other phases shall include at least twenty-five dwelling units (*Section III – Zoning and Land Use*).

Detention Area Design. The detention design standards will deviate from UDO standards and normal Village practice. This change is to ensure successful establishment of native plants in the basins and the proper functioning of the basins. Language on these standards is still being drafted. (*Section V*)

Site Development Fees. Normally the Village determines site development fees by the following formula: Site development fee = (Number of acres in Phase x \$100) + (engineer's estimate x 0.50). This formula has been revised as follows (*Section VII*):

For Phase I the site development fee shall be calculated as follows:

$$\text{Site development fee} = (\text{Number of acres in Phase} \times \$100) + (\text{engineer's estimate} \times 0.35)$$

For Phase II the site development fee shall be calculated as follows:

$$\text{Site development fee} = (\text{Number of acres in Phase} \times \$100) + (\text{engineer's estimate} \times 0.40)$$

For Phase III the site development fee shall be calculated as follows:

$$\text{Site development fee} = (\text{Number of acres in Phase} \times \$100) + (\text{engineer's estimate} \times 0.45)$$

For Phase IV and all subsequent phases the site development fee shall be calculated as follows:

$$\text{Site development fee} = (\text{Number of acres in Phase} \times \$100) + (\text{engineer's estimate} \times 0.50)$$

Impact Fees. The amended agreement reduces impact fees paid to the Village for public safety. Other impact fees remain calculated on the standard Village formula. They are, however, less than in the current agreement because the number of dwelling units has decreased. Land/cash contributions for recreation have yet to be determined. (Exhibit F)

Special Service Area. A special service area will be created to pay for maintenance of open space and detention areas. (Section XIV)

ATTACHMENT

DRAFT Amended and Restated Annexation Agreement, Glen Oaks

**AMENDED AND RESTATED ANNEXATION AGREEMENT
GLEN OAK ESTATES**

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble
I	Definitions
II	Amended and Restated Annexation Agreement
III	Zoning and Land Use Restrictions <ul style="list-style-type: none">▪ Zoning and Development Plans▪ UDO Exceptions▪ Reversion of PUD & Zoning▪ Parking▪ Other Standards
IV	Required Improvements <ul style="list-style-type: none">▪ Water Supply▪ Sanitary and Storm Sewers▪ Other Improvements
V	Dedication and Construction of Streets <ul style="list-style-type: none">▪ Dedication and Acceptance of Streets▪ Snow Plowing of Streets before Acceptance▪ Debris
VI	Construction of Other Improvements
VII	Financial Assurances for Site Improvements
VIII	Maintenance of Public Improvements & Common Areas <ul style="list-style-type: none">▪ Owners Guarantee▪ Maintenance Bond
IX	Damage to Public Improvements
X	Contributions
XI	Easements and Utilities
XII	Approval of Plans
XIII	Binding Effect and Term and Covenants Running with the Land

XIV	Notices
XV	Warranties and Representations
XVI	Continuity of Obligations
XVII	No Waiver or Relinquishment of Right to Enforce Agreement
XVIII	Village Approval or Direction
XIX	Singular and Plural
XX	Section Headings and Subheadings
XXI	Recording
XXII	Authorization to Execute
XXIII	Amendment
XXIV	Counterparts
XXV	Curing Default
XXVI	Conflicts between the Text and Exhibits
XXVII	Severability
XXVIII	Reimbursement to Village for Legal and Other Fees / Expenses <ul style="list-style-type: none"> ▪ To Effective Date of Agreement ▪ From and After Effective Date of Agreement
XXIX	Execution of Agreement
<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description
B	Site Plan, prepared by Teska Associates, Inc., and [INSERT DATE].
C	Preliminary Landscape Plan, prepared by [INSERT], and dated [INSERT DATE].

- D. Preliminary Engineering Plan, prepared by [INSERT] and dated [insert]
- E. Prairie and Wetland Seeding Provisions
- F. Cash Contributions Schedule

1 **PREAMBLE TO**
2 **AMENDED AND RESTATED ANNEXATION AGREEMENT**
3

4 **THIS AMENDED AND RESTATED ANNEXATION AGREEMENT**, is made and
5 entered into this ___ day of ___, 2011, between the Village of Lemont, a municipal corporation
6 of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as “the
7 VILLAGE”), and Glen Oak Estates, LLC (hereinafter referred to as “OWNER”). The
8 VILLAGE and the OWNER are hereinafter sometimes referred to individually as a “Party” and
9 collectively as the “Parties”; and,

10
11 **WHEREAS**, the OWNER is the owner of record of the real estate (hereinafter referred
12 to as the “TERRITORY”), comprising approximately 131.14 acres, the legal description of
13 which is attached hereto and made part hereof as **Exhibit A**; and

14
15 **WHEREAS**, the OWNER and the VILLAGE agree that they will be bound by the terms
16 of this Amendment; and

17
18 **WHEREAS**, the TERRITORY was previously annexed and identified as the
19 TERRITORY pursuant to a certain Annexation Agreement dated August 13, 2007, (the “2007
20 Annexation Agreement”) as Ordinance O-62-07 and recorded as Document No. 0812615144
21 with the Cook County Recorder of Deeds; and

22
23 **WHEREAS**, the 2007 Annexation Agreement was amended on September 13, 2010
24 (“First Amendments to the Annexation Agreement”) as Ordinance O-68-10 and recorded as
25 Document No. XXXXXXXX with the Cook County Recorder of Deeds; and

26
27 **WHEREAS**, the VILLAGE and OWNER are desirous of amending the 2007 Annexation
28 Agreement and the First Amendments to the Annexation Agreement regarding the development
29 and use of the TERRITORY; and

30
31 **WHEREAS**, pursuant to the provisions of the Illinois State Statute, the corporate
32 authority of the VILLAGE has taken all steps legally required, including but not necessarily
33 limited to, providing notice and a hearing regarding the proposed Amendment to the 2007
34 Annexation Agreement and the First Amendments to the Annexation Agreement; and

35
36 **NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants
37 hereinafter contained, the Parties agree as follows:
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I

DEFINITIONS

Except as modified herein, the Definitions set forth in the Amended and Restated Annexation Agreement shall apply.

BUILDING CODE The code or codes governing the erection and maintenance of buildings.

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

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

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

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

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

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

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

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

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II

AMENDED AND RESTATED ANNEXATION AGREEMENT

The provisions set forth in the preamble above are incorporated into and made a part of this Amendment.

The Amended and Restated Annexation Agreement is provided herein in relation to the TERRITORY. Except as expressly provided herein in relation to the TERRITORY, the Restated Annexation Agreement shall remain in full force and effect as regards the TERRITORY..

III

ZONING AND LAND USE RESTRICTIONS

Zoning and Development Plans. The TERRITORY shall retain its current zoning of R-4 PUD. The TERRITORY shall be developed in accordance with PUD Final Plans/Plats that shall be submitted to and approved by the Village in accordance with the Unified Development Ordinance. The PUD Final Plans/Plats shall retain the design characteristics of the approved PUD Preliminary Plan/Plat and shall be in substantial compliance with the following:

Site Plan, prepared by Teska Associates, Inc., and dated XX, XXX, 2011, attached hereto and incorporated herein as **Exhibit B**; and

Preliminary landscape plan, prepared by Teska Associates, Inc., and dated XX XX XXX, 2011, attached hereto and incorporated herein as **Exhibit C**; and

Preliminary engineering plans, prepared by XXXXXX and dated XX XX XXXX, attached hereto and incorporated herein as **Exhibit D**.

UDO Exceptions. The Planned Unit Development Ordinance makes provision for exceptions to the requirements of the Unified Development Ordinance in order to promote and allow innovation and flexibility of design in keeping with the public interest and welfare. As provided for in Chapter 17.08 (Planned Unit Developments) of the Unified Development Ordinance, the VILLAGE has deemed it appropriate to approve the following selected exceptions as part of the Planned Unit Development for Glen Oak Estates:

- Lot sizes and setback requirements as indicated in the table contained in Exhibit B, Site Plan.
- Turning radius
- NEED TO REVIEW AND LIST OTHER DEVIATIONS

1 The conditions of this Amended and Restated Annexation Agreement relating to the
2 development of the TERRITORY incorporated herein by reference and made a condition to the
3 grant of this special use zoning for the planned unit development shall survive the expiration of
4 this Amendment and shall remain in effect unless or until the zoning of the property has been
5 altered in accordance with law.

6
7 Phasing. The TERRITORY shall be developed in at least four but not more than seven
8 phases. Phase One shall include [INSERT NUMBER] units, as indicated on **Exhibit B**. All
9 other phases shall include at least twenty-five dwelling units. The OWNER shall submit an
10 application for PUD Final Plan/Plat approval for each phase. The OWNER shall submit all
11 applicable documents for each Final Plan/Plat approval as required by the Unified Development
12 Ordinance, with the exception of impact and annexation fees. However, the complete final
13 engineering plan, to include storm water management plans, for the entire TERRITORY shall
14 be submitted to the Village concurrently with the application for phase one PUD Final Plan/Plat
15 approval. No site development, except for the clearing of vegetation from land, shall be begin
16 on Phase Two and subsequent phases until at least seventy-five percent of the homes in the
17 previous phase have been issued final occupancy permits by the VILLAGE.

18
19 Other Standards. The VILLAGE agrees that the above standards shall govern with
20 respect to the development of the TERRITORY in any case in which the standards of the
21 Unified Development Ordinance now or hereafter shall conflict with the standards listed above.
22 The VILLAGE agrees that the above standards shall govern with respect to development of the
23 TERRITORY in any case in which there are no applicable standards provided in the Unified
24 Development Ordinance. In any case in which the Unified Development Ordinance contains
25 applicable standards that do not conflict with the above standards, the standards of the Unified
26 Development Ordinance shall govern with respect to the development of the TERRITORY.

27
28 It is understood and agreed, except as otherwise provided for herein, the Unified
29 Development Ordinance, Building Code and all other ordinances including all fees and charges
30 of the VILLAGE, shall not be frozen during the term of this Amendment, and such ordinances,
31 as the same may from time to time be amended and enforced throughout the VILLAGE, shall
32 apply to the TERRITORY. In the case of a comprehensive amendment to the VILLAGE'S
33 Zoning Ordinance, the TERRITORY shall be designated the zoning district most comparable to
34 the R-4 Single-Family Residence zoning district.

35 36 37 IV

38 39 CONSTRUCTION OF PUBLIC IMPROVEMENTS

40
41 After the execution of this agreement and prior to final subdivision plat approval for
42 any phase of development, the OWNER, at its option and sole risk, may commence extension of
43 utilities and mass grading. Prior to any grading of the Property, the OWNER shall submit for
44 VILLAGE approval, a mass grading plan and soil erosion and sediment control plan that adhere
45 to the provisions of Article IV (Site Development) of the Unified Development Ordinance. The
46 OWNER waives any and all claims it may have to assert a "vested rights" claim or lawsuits
47 against the VILLAGE as a result of expenditures made in the performance of grading or other
48 improvements to the Property allowed hereunder prior to final engineering approval in the event

1 final engineering requires revision to work already performed. Any such work and expenditures
2 are done at the risk of the OWNER knowing that final plat of subdivision approval may be
3 delayed or change final grading and utility plans. In conjunction with the VILLAGE'S approval
4 of any mass grading, OWNER shall file with the VILLAGE a letter of credit to secure seeding
5 and restoration of the site in accordance with the mass grading plan.

6
7 The OWNER, at the OWNER's own cost, agrees to provide the VILLAGE "as built",
8 engineering plans and specifications upon substantial completion of the public improvements or
9 at the request of the VILLAGE Engineer but in no event later than the time required by the
10 Unified Development Ordinance as amended.

11
12 The OWNER agrees not to let debris or excessive construction waste accumulate on the
13 TERRITORY.

14
15
16 V

17
18 **REQUIRED IMPROVEMENTS**

19
20 Water Supply. Unless otherwise approved as part of this agreement, the OWNER shall
21 construct and install at their expense all necessary water mains to service the TERRITORY. All
22 water mains shall be constructed and installed in accordance with the Unified Development
23 Ordinance and final engineering plans approved by the VILLAGE. The VILLAGE agrees to
24 permit connection of the aforementioned water mains to the water facilities of the VILLAGE and
25 to furnish water service on the same basis as said services are furnished to other parts of the
26 VILLAGE.

27
28 Sanitary and Storm Sewers. Unless otherwise approved as part of this agreement, the
29 OWNER shall construct and install at their expense all necessary sanitary and storm sewers to
30 service the TERRITORY in accordance with the Unified Development Ordinance and final
31 engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of
32 the aforementioned sanitary sewers to the sanitary sewer facilities of the VILLAGE and to
33 furnish sewer service on the same basis as said services are furnished to other parts of the
34 VILLAGE. The OWNER agrees that no surface water is to be discharged into the sanitary
35 sewerage collection system and will make adequate provisions that this will not occur. Tap-on
36 fees required by the VILLAGE shall not be waived. All sanitary and storm sewers shall be
37 owned and maintained by the VILLAGE, with right of access by the VILLAGE for emergency
38 management purposes.

39
40 Detention Areas. Unless otherwise approved as part of this agreement, the OWNER
41 agrees to construct and install at their expense all detention areas, as identified on Exhibit B, Site
42 Plan, and appurtenant structures such as drains, inlets, and outlets. Prior to the issuance of a full
43 site development permit, and in conjunction with approval for the PUD Final Plan/Plat for each
44 phase, the OWNER shall submit detailed engineering and landscape plans for the detention
45 areas. Detention Areas, as identified on **Exhibit B**, shall be designed in accordance with **[need**
46 **to draft language that includes minimum standards for design of naturalized detention**
47 **areas. Also need to examine to what extent Detention Area 3# can be left as is, and**
48 **incorporate appropriate language.]** The OWNER hereby agrees to establish and maintain said

1 detention areas and structures in accordance with “Prairie and Wetland Seeding Provisions,
2 attached hereto and made a part here of as **Exhibit E**.

3
4 Other Improvements. Unless otherwise approved as part of this agreement, the OWNER
5 agrees to construct and install at their expense all other improvements in accordance with the
6 requirements of the Unified Development Ordinance of the VILLAGE and final engineering and
7 final landscape plans approved by the VILLAGE.

8
9
10
11 **VI**

12
13 **DEDICATION AND CONSTRUCTION OF STREETS**

14
15 Dedication and Acceptance of Streets. Unless otherwise approved as part of this
16 agreement, the OWNER shall design streets within the TERRITORY according to Article III of
17 this Agreement that comply with the standards of the VILLAGE’s Unified Development
18 Ordinance for streets. All interior streets within the TERRITORY when developed shall be
19 dedicated to the Village. Said streets shall be constructed in accordance with the final
20 engineering plans approved by the Village. It is understood that in constructing the streets and
21 public sidewalks the OWNER shall post a letter of credit after which the OWNER may proceed
22 to construct said streets.

23
24 The OWNER shall provide access to each residential unit. Any street right-of-way not
25 already dedicated at the time of this Agreement shall be dedicated in the final plats of each
26 phase. The VILLAGE shall accept the dedication of said street right-of-way and the
27 construction of streets and public sidewalks upon the completion by the OWNER of said
28 improvements in accordance with the VILLAGE’s construction standards and Unified
29 Development Ordinance, as modified by this Agreement. The acceptance by the VILLAGE
30 shall be evidenced by a corporate resolution.

31
32 The final wearing surface shall not be installed until a period of nine months after installation of
33 the base or until construction traffic has generally ceased on any street, whichever is later. Upon
34 installation of the base, the letter of credit may be reduced to an amount sufficient to cover the
35 work yet to be performed (with applicable multiplier), plus the amount of the maintenance bond.
36 Upon completion of all public improvements, and after acceptance by the Village Board, the
37 letter of credit shall be released; however, the OWNER shall be responsible for correcting
38 deficiencies in material and equipment for a period of two years after acceptance to secure that
39 obligation. The OWNER shall post for a period of two years thereafter, a maintenance bond or
40 other security to cover possible repairs to said streets. After completion of the construction and
41 acceptance of any street, and if construction traffic of the OWNER continues to utilize that
42 street, the OWNER shall be responsible for keeping the street free from construction debris and
43 for repair of damages to the street caused by the OWNER’s construction traffic. Except as
44 otherwise provided herein, after dedication of any street right-of-way at the time of final plat, the
45 VILLAGE shall enforce traffic and other regulations as to the street right-of-way. Except as
46 otherwise provided herein, after acceptance of the construction of any public street within the
47 TERRITORY, the VILLAGE shall provide for street cleaning, snow removal, refuse collection,

1 and other maintenance thereon. All deliveries of construction supplies or materials shall be
2 restricted to certain streets or temporary haul roads designated by the VILLAGE.

3
4 Snow Plowing of Streets before Acceptance. The OWNER and the VILLAGE
5 acknowledge that until the streets in any platted subdivision of the TERRITORY are accepted by
6 the VILLAGE, the VILLAGE shall have no obligation to keep the streets plowed of ice and
7 snow (snowplowed). It is agreed, however that for any platted subdivision that shall be or is
8 likely to be occupied in whole or in part for a winter season, the VILLAGE, at its option, may
9 keep the streets snowplowed for that season.

10
11 If the VILLAGE should desire to provide season-long snowplowing for a development or
12 a part thereof, it shall notify the then owner of the unaccepted streets in writing of such intent by
13 August 1 of the year in question. The notice shall contain an estimate of the cost of
14 snowplowing and unit price or prices used by the VILLAGE in developing such costs. The
15 OWNER shall deposit with the VILLAGE an irrevocable letter of credit from a financial
16 institution in a form provided by the Village Attorney to guarantee payment of the estimated
17 amount by September 15 of the year in question. At the end of the snow season, the VILLAGE
18 will release the amount of the letter of credit providing all payments due to the VILLAGE have
19 been made. During the season, the VILLAGE shall allow the amount of the letter to be reduced
20 provided that the amount in the letter of credit is not reduced below the level anticipated to be
21 expended based on the current best-cost estimate. The OWNER shall be obligated to pay the
22 actual reasonable cost to the VILLAGE of its snowplowing services within the TERRITORY
23 rather than the amount of an estimate. Payment shall be made within ten days from the date of
24 the bill.

25
26 Debris. The OWNER shall be required to keep all streets within and adjoining the
27 TERRITORY free from mud and debris generated by any new construction activity on the
28 TERRITORY.

31 VII

32 FEES AND FINANCIAL ASSURANCES FOR SITE IMPROVEMENTS

33
34
35
36 Site Development Permit. The VILLAGE hereby acknowledges that the OWNER has
37 received a partial site development permit from the VILLAGE allowing the removal of trees and
38 vegetation from the site. Prior to any site development work on the TERRITORY, to include but
39 not limited to grading and work done in connection with the extension and establishment of
40 water and sewer systems, the DEVELOPER will apply for a full site development permit in
41 accordance with Article IV of the Unified Development Ordinance and standard VILLAGE
42 practice. Said site development permits shall be issued for each phase of development. The
43 OWNER shall pay a fee for site development permits based upon the number of acres in the
44 phase and a Professional Engineer's estimate of the cost of construction of all required
45 improvements, as verified by the Village Engineer.

46
47 For Phase I the site development fee shall be calculated as follows:

48 Site development fee = (Number of acres in Phase x \$100) + (engineer's estimate x 0.35)

1
2 For Phase II the site development fee shall be calculated as follows:
3 Site development fee = (Number of acres in Phase x \$100) + (engineer's estimate x 0.40)

4
5 For Phase III the site development fee shall be calculated as follows:
6 Site development fee = (Number of acres in Phase x \$100) + (engineer's estimate x 0.45)

7
8 For Phase IV and all subsequent phases the site development fee shall be calculated as follows:
9 Site development fee = (Number of acres in Phase x \$100) + (engineer's estimate x 0.50)

10
11 The "engineer's estimate" in the above formulas shall mean a Professional Engineer's estimate
12 of the cost of construction of all improvements required by the approved development plans.
13 The validity of said estimate shall be verified by the Village Engineer.

14
15 Letter of Credit. The construction and installation of the site improvements, to include
16 public improvements, to be done by the OWNER may be commenced at any time after the
17 OWNER is issued a site development permit from the VILLAGE and has delivered to the
18 VILLAGE an irrevocable letter of credit, in a form satisfactory to, and from a bank or other
19 financial institution approved by, the VILLAGE in the amount of 115% of the OWNER
20 Engineer's estimate of the cost of construction and installation of all site improvements as
21 approved by the VILLAGE Engineer, including all required lighting, all required landscaping per
22 the approved Final Landscape Plans, sidewalks, sewer and water lines and storm water
23 management facilities. At no time shall the Letter of Credit funds be utilized by the OWNER for
24 the future payment of contractors, materials, salaries and wages, and the like. The VILLAGE
25 Engineer may, in his/her discretion, recommend the amount of said letter of credit to be reduced,
26 from time to time, as major site improvements are completed, upon approval of the VILLAGE
27 Board. The VILLAGE makes no guarantees regarding the timely reduction of said Letter of
28 Credit and therefore should not be used for time-sensitive payment purposes.

29
30 Acceptance. All of the public improvements contemplated herein shall, upon acceptance
31 thereof by the VILLAGE, become the property of VILLAGE and be integrated with the
32 municipal facilities now in existence or hereinafter constructed and VILLAGE thereafter agrees
33 to maintain said public improvements. Acceptance of said public improvements shall be by
34 resolution of the President and Board of Trustees only after the VILLAGE Engineer or
35 VILLAGE Engineer Consultant has issued his Certificate of Inspection affirming the
36 improvements have been constructed in accordance with approved Engineering Plans and
37 Specifications. OWNER agrees to convey by appropriate instrument and VILLAGE agrees to
38 promptly accept, subject to terms hereof, the public improvements constructed in accordance
39 with the Approved Engineering Plans and Specifications.

40
41
42 **VIII**

43
44 **MAINTENANCE OF IMPROVEMENTS & COMMON AREAS**

45
46 Owners Guarantee. The OWNER hereby guarantees the prompt and satisfactory
47 correction of all defects and deficiencies in the improvements that occur or become evident
48 within two years after approval and any acceptance of the improvements by the VILLAGE

1 pursuant to this agreement. If any defect or deficiency occurs or becomes evident during the
2 two- year period, then the OWNER shall, after ten days' prior written notice from the VILLAGE
3 (subject to Force Majeure), correct it or cause it to be corrected. In the event any improvement is
4 repaired or replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this
5 Section VII shall be extended, as to the repair or replacement, for two full years from the date of
6 the repair or replacement.

7
8 Maintenance Bond. At the time or times of acceptance by the VILLAGE of the
9 installation of any part, component, or all of any public improvement in accordance with this
10 Section, or any other section of the Agreement, the OWNER shall deposit with the VILLAGE a
11 maintenance bond in the amount of ten percent (10%) of the cost of the installation of the public
12 improvement accepted by VILLAGE. This bond shall be deposited with the VILLAGE and
13 shall be held by the VILLAGE for a period of twenty-four (24) months after completion and
14 acceptance of all improvements. In the event of a defect in material and/or workmanship within
15 said period, then said security shall not be returned until correction of said defect and acceptance
16 by the VILLAGE of said corrections.

17
18 If any public improvements or common areas within the TERRITORY are to be privately
19 owned and maintained, then the OWNER shall, at its sole cost and expense, maintain the
20 improvements and areas within the TERRITORY without any modification, except as
21 specifically approved by the VILLAGE, in a first-rate condition at all times unless an owners'
22 association is established and assumes responsibility for improvements or areas. In the event the
23 VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the
24 OWNER/DEVELOPER is not adequately maintaining, or has not adequately maintained, any
25 improvement or area, the VILLAGE shall have the right, but not the obligation, after ten days'
26 prior written notice to the OWNER, to enter on any or all of the TERRITORY for the purpose of
27 performing maintenance work on any affected improvement or area. In the event that The
28 VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE
29 shall have the right to draw from the performance securities deposited pursuant to this Section xx
30 of the agreement, or the right to demand immediate payment directly from the OWNER based on
31 costs actually incurred or on the VILLAGE'S reasonable estimates of costs to be incurred, an
32 amount of money sufficient to defray the entire costs of the work, including without limitation
33 legal fees and administrative expenses. The OWNER shall, after demand the VILLAGE, pay the
34 required amount to the VILLAGE.

35
36 If an owners' association is established and assumes responsibility for any public
37 improvements, open space, and/or common areas within the TERRITORY, the owners'
38 association shall, at its sole cost and expense, maintain the improvements and areas without any
39 modification, except as specifically approved by the VILLAGE, in a first-rate condition at all
40 times. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion,
41 that the owners' association is not adequately maintaining, or has not adequately maintained, any
42 improvement or area, the VILLAGE shall have the right, but not the obligation, after ten days'
43 prior written notice to the owners' association, to enter on any or all of the TERRITORY for the
44 purpose of performing maintenance work on any affected improvement or area. In the event that
45 the VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE
46 shall have the right (i) to assess the membership of the owners' association for that work, (ii) to
47 file a lien against the property of the owners' association or the property of any member failing

1 to pay the assessment, and (iii) to enforce the lien in the manner provided by law for mortgage
2 foreclosure proceedings.

3
4
5 **IX**

6
7 **DAMAGE TO PUBLIC IMPROVEMENTS**

8
9 The OWNER/DEVELOPER shall replace and repair any damage to public
10 improvements installed within, under or upon the subject realty resulting from construction
11 activities by OWNER, their successors or assigns and their employees, agents, contractors or
12 subcontractors during the term of this Agreement. The OWNER shall have no obligation
13 hereunder with respect to damage resulting from ordinary usage, wear and tear.

14
15
16 **X**

17
18 **LAND AND CASH CONTRIBUTIONS**

19
20 The OWNER shall make cash contributions at the time of application of building
21 permits for each individual dwelling unit. Said fees shall be as indicated on the Cash
22 Contributions Schedule, attached hereto and made a part hereof as **Exhibit F**.

23
24 **[STILL NEED TO DETERMINE AND INSERT RECREATION DONATION]**

25
26 **XI**

27
28 **DONATION OF OPEN AREAS AND DETENTION AREAS**

29
30 Open space corridors, open space buffers, the oak woodland preserve, and all open areas
31 adjacent to detention basins, as identified on **Exhibit B**, Site Plan and **Exhibit D**, Preliminary
32 Engineering Plans, are to be conveyed to and owned by the VILLAGE. This conveyance shall
33 not occur until the OWNER satisfactorily completes the requirements of the **Exhibit E**, "Prairie
34 and Wetland Seeding Provision." The OWNER shall provide Title Insurance in the amount of
35 the current market value, pay all real estate taxes, and provide a sufficient credit to pay the taxed
36 on the detention areas until a government exemption has been granted to the VILLAGE (or if
37 applicable an HOA \$1 assessment has been obtained).

38
39 **Detention Areas.** Detention areas, as identified on **Exhibit B**, Site Plan and **Exhibit D**,
40 Preliminary Engineering Plans, and all appurtenant structures to said detention areas are to be
41 conveyed to and owned by the VILLAGE. This conveyance shall not occur until the OWNER
42 satisfactorily completes the requirements of the **Exhibit E**, "Prairie and Wetland Seeding
43 Provision." The OWNER shall provide Title Insurance in the amount of the current market
44 value, pay all real estate taxes, and provide a sufficient credit to pay the taxed on the detention
45 areas until a government exemption has been granted to the VILLAGE (or if applicable an HOA
46 \$1 assessment has been obtained).

1 [INSERT LANGUAGE ESTBLISHING A SPECIAL SERVICE AREA FOR THE
2 TERRITORY IN ORDER TO FUND VILLAGE MAINTENANCE OF DETENTION
3 AREAS AND OPEN SPACE]
4
5
6
7

8 **XV**
9

10 **APPROVAL OF PLANS**
11

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

19
20 **XVI**
21

22 **BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND**
23

24 This Agreement shall be binding upon and insure to the benefit of the parties hereto,
25 successor owners of record of the TERRITORY, assignees, lessees, and upon any successor
26 municipal authorities of said VILLAGE and successor municipalities, for a period of 20 years
27 from the date of execution hereof.
28

29 The terms and conditions of this Agreement relative to the payment of monies to the
30 various VILLAGE recapture funds, contributions to the VILLAGE construction and/or
31 dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-
32 of-way to the VILLAGE and the development standards established herein shall constitute
33 covenants which shall run with the land.
34

35 It is further agreed that any party to this Agreement, either in law or in equity, by suit,
36 action, mandamus, or other proceeding may enforce or compel the performance of this
37 Agreement, or have other such relief for the breach thereof as may be authorized by law or that
38 by law or in equity is available to them.
39

40
41 **XVII**
42

43 **NOTICES**
44

45 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
46 and shall be personally delivered to or mailed by United States Postal Service certified mail,
47 postage prepaid and return receipt requested, as follows:
48

1
2 For the VILLAGE:

3
4 Village President
5 418 Main Street
6 Lemont, IL 60439

7
8 and

9
10 Village Clerk
11 418 Main Street
12 Lemont, IL 60439

13
14 and

15
16 Village Administrator
17 418 Main Street
18 Lemont, IL 60439

19
20 For OWNER:

21
22 Insert Owner's address

23
24 Or such other addresses that any party hereto may designate in writing to the other parties
25 pursuant to the provisions of this Section.

26
27
28 **XVIII**

29
30 **SECURITY INTERESTS**

31
32 The OWNER shall provide the VILLAGE with written approval(s) satisfactory to the
33 VILLAGE of any mortgage, lien holder or holder of any security interest, affecting title to the
34 TERRITORY or any part thereof so that this agreement shall be superior to any such mortgage,
35 lien, or other security interest and the OWNER shall provide same to the VILLAGE prior to
36 execution and recording of this agreement; and

37
38 If there are no mortgages, liens, or other security interests affecting title to the
39 TERRITORY or any part thereof, then the OWNER shall affirmatively state so in said
40 Petition(s) for Annexation.

41
42
43 **XXIX**

44
45 **WARRANTIES AND REPRESENTATIONS**

46
47 The OWNER represents and warrants to the VILLAGE as follows:
48

1 That insert name of person/company identified as owner identified on page 1 hereof is the
2 OWNER as legal title holder; and

3
4 That the OWNER proposes to develop the TERRITORY in the manner contemplated
5 under this Agreement; and

6
7 That other than the OWNER, no other entity or person has any interest in the
8 TERRITORY or its development as herein proposed; and

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

XX

CONTINUITY OF OBLIGATIONS

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

XXI

NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

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

XXII

VILLAGE APPROVAL OR DIRECTION

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

XXIII

SINGULAR AND PLURAL

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

XXIV

SECTION HEADINGS AND SUBHEADINGS

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

XXV

RECORDING

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

XXVI

AUTHORIZATION TO EXECUTE

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

XXVII

AMENDMENT

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

XXVIII

COUNTERPARTS

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

XXXIX

CURING DEFAULT

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

XXX

CONFLICT BETWEEN THE TEXT AND EXHIBITS

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

XXXI

SEVERABILITY

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

XXXII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

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

All attorney's fees incurred by the VILLAGE; and

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

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

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

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

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

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

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

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

XXXIII

LENDER CONSENT

Insert Mortgage Holder's name does hereby certify that it is the holder of a mortgage of the property described herein and that as such it consents to the terms of this Agreement.

Insert Mortgage Holder's Name

By: _____
Insert Person's title

XXXIV

EXECUTION OF AGREEMENT

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

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

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:
Insert Owner's name

By: _____
Insert title of person signing agreement

XXXIV

NOTARY CERTIFICATES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

Notary Public

My commission expires on _____, 20____.

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My commission expires on _____, 20____.

Notary Public

EXHIBIT A – INSERT LEGAL DESCRIPTION

EXHIBIT B – INSERT TESKA SITE PLAN

EXHIBIT C – INSERT PRELIMINARY LANDSCAPE PLAN

EXHIBIT D – INSERT ENGINEERING PLANS

EXHIBIT E - PRAIRIE AND WETLAND SEEDING PROVISIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This work shall consist of furnishing, transporting, and installing all seeds, plant, or other materials required for:
 - 1. The establishment of no-mow fescue, natural area seed mixes, emergent plantings and submergent plantings.
 - 2. The provision of post-planting management as specified herein.
 - 3. Any remedial operations in conformance with the Plans as specified in this document.
 - 4. Permits which may be required.

1.02 QUALITY ASSURANCE

- A. Work shall conform to the most advance natural areas restoration standards, USDA, State of Illinois Department of Agriculture Standards and local municipal requirements.
- B. Quality Control Procedures (QCP):
 - 1. Ship plant materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
 - 2. Do not make substitutions of species or quantities. If specified landscape material is not obtainable, submit to Ecologist / Landscape Architect & Village Consultant proof of non-availability and proposal for use of equivalent material. All submittals and responses shall be in writing.
 - 3. Submit list of suppliers with products supplied *prior* to ordering materials for approval by Ecologist / Landscape Architect.
 - 4. Analysis and Standards :All seed is to be pounds of Pure Live Seed (PLS) Package products with growers certified analysis and PLS tags and tests.
 - 5. All seed is to be purchased and shipped in labeled single species containers. No seed shall be mixed prior to installation.
 - 6. Submit copies of all invoices to Ecologist / Landscape Architect for final verification of

planting.

7. Failure to comply with QCP will result in the contractor replacing or repairing the defective work at the contractor's expense.

- C. Contractor Experience: The contractor chosen for the natural areas must be experienced in the restoration, installation and management of natural areas - prairies, woodlands, and wetlands. They must have a minimum of 5 years experience in the field. There shall be foremen on site at all times that can identify non-native and native plants by genus and species. The goal of restoring native plant communities is a long-term process. Therefore it is imperative that a qualified contractor do the initial installation and stewardship. The owner reserves the right to reject any contractor for any reason at its sole discretion.

1.03 SUBMITTALS

- A. Plant Suppliers: Submit copies of the quotations from your native seed suppliers with name, address and phone numbers that list: species by scientific name, quantities quoted and test date.
- B. Inoculate Suppliers: Submit copies of the quotations from your inoculant suppliers with name, address and phone numbers that list: species by scientific name, quantities quoted and test date.
- C. Planting Schedule: Submit a proposed planting schedule to Landscape Architect & Village Consultant showing dates for each type of planting.

1.04 PROJECT CONDITIONS

- A. The grade will be shaped to the elevation shown in the Plans.
- B. The topsoil will be free of all clods, stones, roots sticks, rivulets, gullies, crusting, caking, and have a soil particle size of no larger than 2' unless using a No-till Rangeland Grass Drill or Hydro-seeder.
- C. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Ecologist / Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected and accepted in writing.
- D. Review underground utility location maps and plans; Notify J.U.L.I.E.; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- E. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Ecologist / Landscape Architect before planting.

1.05 GUARANTEES

- A. Seed:

Guarantee seeded areas through the specified maintenance period and until final acceptance.

- B. Monitoring of the Natural Areas Establishment:

The Ecologist / Landscape Architect will monitor three 10 meter transects per acre to gauge the establishment of the native plantings. The transects will be set by the Ecologist/ Landscape Architect after the installations are complete and are to be monitored three times per year to

determine species cover, diversity and / or evenness. The goal at the end of three years is to raise the FQI above 45 with a native mean C value of 4.5.C.

C. First Growing Season:

By the end of the first full growing season, the native planting zones as defined in 2.3 shall exhibit nearly complete vegetative cover. There shall be no areas greater than 12" x 12" that are devoid of vegetation, if so the contractor shall return to install more seed of the specified mixture. The planting zones shall not contain significant rills or gullies and the shorelines shall not be significantly cut as a result of erosion, if so the contractor shall return to regrade the area to install soil and more seed of the specified mixture. At least 30% of the planted species shall be alive and apparent. 90% of the plugs shall be alive.

D. Second Growing Season:

By the end of the second full growing season, a minimum of 60% of the species planted shall be alive and apparent. There shall be no areas greater than 6" x 6" that are devoid of vegetation. The planting zones shall not contain significant rills or gullies and the shorelines shall not be significantly cut as a result of erosion, if so the contractor shall return to regrade the area to install soil and more seed of the specified mixture. At least 65% of the planted species shall be alive and apparent.

E. Third Growing Season:

By the end of the third full growing season, a minimum of 85% of the species planted shall be alive and apparent. There shall be no areas greater than 6" x 6" that are devoid of vegetation. The planting zones shall not contain significant rills or gullies and the shorelines shall not be significantly cut as a result of erosion, if so the stewardship contractor shall return to regrade the area to install soil and more seed of the specified mixture.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials shall conform to the following requirements:

1. All seeds shall be guaranteed by the Contractor to be true to name and variety.
2. Seed mixtures shall be proportioned by seed count and seed count percentages. Seed mixtures shall be approved by the Landscape Architect/Consultants.
3. The seed counts and seed counts percentages indicated per acre in these specifications shall mean the total amount of pure live seed per acre for all species listed except forbs.
4. At least 2 weeks prior to the time of seeding, the Contractor shall provide for the approval of the Landscape Architect/Consultant a written description for the grass, sedges, and forbs seed and/or plant mix showing the percentages by number of seed and/or plants of each species. This description shall also include the following:
 - a. Name and location of seed and/or plant supplier.

- b. Origin of the various species of seed.
 - c. A statement of the purity of the grasses.
 - d. The estimated number of seeds per pound of each of the kinds of seed to be furnished.
5. All seeds shall have the proper stratification and/or scarification to break seed dormancy for other than fall planting.
 6. All legumes shall be inoculated with the proper rhizobia and at appropriate time prior to planting.
 7. All seeds shall be packed and covered in such a manner as to insure adequate protection against damage and maintain dormancy while in transit, storage or during planting operations.
 8. Seeds and plants shall be true to their name as specified. Preferable, if practical, the sources shall be within a 200 mile radius of the project location.

B. Submergent Plantings Areas:

Provide healthy, new crop of the species and proportions as specified. Plugs and plants shall be obtained from a reputable supplier (approved by Landscape Architect) within a 200-mile radius of the local transition zone and/or northerly regions of the project site. Provide proof of origin to the landscape architect before installation. Seed / plant at the rate per acre as indicated on sheet L04-01.0 Plant Schedules.

C. Emergent Planting Areas:

Provide fresh, clean, new crop of the species and proportions as specified. Seed shall be obtained from a reputable supplier (approved by Landscape Architect) within a 200-mile radius of the local transition zone and/or northerly regions of the project site. Provide proof of origin to the landscape architect before installation. Seed at the rate per acre as indicated on sheet L04-01.0 Plant Schedules, plus mycorrhizal inoculants.

D. Natural Areas (High Diversity, Low Diversity, Tall Grass and Wet Seed Mixes):

Provide fresh, clean, new crop of the species and proportions as specified. Seed shall be obtained from a reputable supplier (approved by Landscape Architect) within a 200-mile radius of the local transition zone and/or northerly regions of the project site. Provide proof of origin to the landscape architect before installation. Seed at the rate per acre as indicated on sheet L04-01.0 Plant Schedules, plus mycorrhizal inoculants.

E. No-Mow Fescue Seed Mix: 200 lbs per acre

Provide fresh, clean, new crop of the species as specified. Seed shall be obtained from a reputable supplier (approved by Landscape Architect) within a 200-mile radius of the local transition zone and/or northerly regions of the project site. Provide proof of origin to the landscape architect before installation. Seed at 200 pounds per acre, plus mycorrhizal inoculants.

F. Mycorrhizal & Rhizobial Inoculants: 55 lbs per acre

Inoculants shall be installed at a rate of: Mycorrhizal 50 pounds per acre & Rhizobial 5 lbs per acre. The inoculants shall come bagged and then mixed with the fine seeds before installation. Due to rapid advances in the field the contractor will need to research new products. Prior to purchase, the materials proposed shall be submitted to the Ecologist / Landscape Architect for written approval.

G. Goose Exclosure along the perimeters of retention ponds to prevent geese from uprooting and damaging the native planting.

1. Posts — 1" x 4' square Oak stakes placed 7-10' on center.
2. Poultry fence, 4' with $\frac{3}{4}$ " x 1" grid, along the perimeter with cable ties.
3. 70# nylon wire, from post top to post to, to prevent the geese from entering the exclosure from the air.

H. Wildlife Structures

Supply 61 Bluebird houses, 20 Mallard Nests and 20 Wood Duck Nests.

Structures are available from Forestry Suppliers (www.forestry-suppliers.com) or Ben Meadows (www.benmeadows.com)

PART 3 - INSTALLATION

3.01 NOTIFICATION

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect. The landscape architect will determine boundaries and exact locations of the native plantings. Therefore the exact quantities of the seed mixes could vary slightly.

3.02 SEEDING WETLAND AND PRAIRIE

- A. The period for planting prairie seed shall be from April 1 to June 15 or September 15 to October 31 or other date as approved in writing by the Landscape Architect & Village Consultant.
- B. Remove or herbicide (RoundUp...) existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over soil.
- C. Remove high areas and fill in depressions; remove clumps, clods, stones over 2" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- D. Seeded prairie shall NOT receive fertilizer.
- E. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

Seed shall be drilled with a Truax No Till Drill only with overlapping planting zones. Broadcast or hand spreading, done by written approval only, can only be done in areas where it is not possible to drive a tractor. Distribute seed evenly over entire area. Roll or rake are where seed was broadcast or hand planted.

- G. Sow not less than specified rate.

3.03 SEEDING AND PLANTING WET PRAIRIE AND EMERGENT AREAS

- A. The period for planting wet meadow and emergent seed shall be from April to June 15 or September 15 to October 31. Emergent plugs shall be planted in the spring or other date as approved by the Landscape Architect & Village Consultant.
- B. Remove or herbicide (RoundUp...) existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over soil.
- C. Remove high areas and fill in depressions; remove clumps, clods, stones over 2" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- D. Emergent and Submergent areas shall NOT receive fertilizer.
- E. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

Seed shall be drilled with a Truax No Till Drill with overlapping planting zones in dry areas and times. It may only be hand broadcast with written approval of the Landscape Architect & Village Consultant. Then distribute seed evenly over entire area. Rake the seed lightly into top 1/4" of soil, roll lightly and water with a fine spray and in compliance with local watering restrictions.
- F. Sow not less than specified rate.
- G. Wet meadow and emergent areas shall be planted, and the seed allowed to germinate prior to flooding with significant amounts of water.
- H. Emergent plugs shall be planted in natural groupings within designed areas containing saturated soils or inundated up to four inches in depth. Plants within groupings shall be planted at no further than 1-foot centers.
- I. Emergent plugs shall not be planted less than the specified rate.
- J. Do not let plugs or plants dry during the time from delivery to installation.

3.04 GOOSE EXCLOSURE

- A. Install goose enclosure along the perimeter of the retention pond, 10' up the slope and 3' into the water, to prevent geese from uprooting and damaging the native planting.
 - 1. Posts — 1" x 4' square Oak stakes placed 7-10' on center.
 - 2. Install poultry fence, 4' with $\frac{3}{4}$ " x 1" grid, along the perimeter with cable ties.
 - 3. Install 70# nylon wire, from post top to post to, to prevent the geese from entering the enclosure from the air.
 - 4. Repair as necessary to remain effective for 2 seasons.
 - 5. Remove and dispose when instructed.

3.05 WILDLIFE STRUCTURES

Install Bluebird houses, Mallard Nests and Wood Duck Nests on galvanized U-Posts with stainless

steel bolts.

3.06 STEWARDSHIP

A. General

1. Work detailed in this section relates to the short and long-term maintenance of the natural plantings. Stewardship shall start upon planting and end at Final Acceptance.
2. Follow recommendations of the owner's representative as to specific timings of mowings, herbicide applications, and other routine activities based on vegetation monitoring and site evaluations.

B. Materials

Any additional seeding or planting required will be done with species mixes from the aforementioned tables for each appropriate area and per specifications.

C. Pesticides

1. Always choose products with the lowest environmental impact for the task at hand, and use organic or non-toxic products whenever possible.
2. Storage, handling, application, clean up and disposal of all pesticides and other controlled use materials shall be in strict conformance with all government and industry standards.
3. Maintain and operate all pesticide application equipment according to manufacturer's standards and instructions. Equipment shall be clean, free of leaks, calibrated and deliver spray patterns as specified by the manufacturer.
4. Utilize pesticides only for their labeled use and in accordance with precautions, instructions, and rates specified by the manufacturer.
5. Pesticide shall be applied only by licensed applicators. Notify the owner prior to application of any pesticide or other chemical control agent.
6. On-site water sources are not available for mixing or clean up of pesticides. Legally dispose of residues and pesticide wastes off-site.

D. Stewardship

1. Watering.
 - a. Apply sufficient water to the wetland and prairie plants for 6-8 weeks post planting to allow for dense root establishment of the native plug plantings. No onsite water source is available.
 - b. Apply water with sprinklers or nozzle that creates a gentle application. Avoid harsh stream sprays that wash the plants or seed from the ground.
2. Stewardship & Weed Control
Mow the planting areas to a height of 4-8" approximately 5-6 times per growing

season. Mowing shall take place when the non-native and weedy native species are flowering so as to prevent seed set. Control undesirable plant species, when present in small quantities. Control invasive species by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all aboveground and belowground stems, roots and flower masses prior to development of seeds. Non-selective herbicides can be used but with caution. If the herbicides are misapplied the contractor will be responsible for repairing the damaged areas with plants or seed. The only acceptable herbicides are glyphosate based such as RoundUp, Rodeo, Razor Garlon, Aquaneat or approved generic. All herbicides must be mixed with an indicator dye such as Signal or Spi-Max for a visual indicator of proper application.

During the 3-year stewardship period the stewardship contractor for the native plant communities shall prevent the following aggressive invasive species from becoming established:

Reed Canary Grass	(Phalaris arundinacea)
White & Yellow Sweet Clover	(Melilotus alba & officianalis)
Kentucky Blue Grass	(Poa pratensis)
Tall Fescue	(Festuca eliator)
Purple Loosestrife	(Lythrum salicaria)
Sandbar Willow	(Salix interior)
Mullein	(Verbascum thapsus & V.blattaria)
Teasel	(Dipsacus lacinated & D. sylvestris)
Canada Thistle	(Cirsium arvense)
Bull Thistle	(Cirsium vulgare)
Garlic Mustard	(Alliaria petiolata)
Pastinaca	(Pastinaca saliva)

Prevent the following non-native species or any other invasive species designated by the owner's representative from reproducing. They are to be mowed at during flowering to prevent seed set:

Queen Anne's Lace	(Daucus carota)
Black Medic	(Medicago sativa)
Foxtail /Millet	(Setaria spp.)
3. Red Clover	(Lotus x hybrida)

Invoices must be submitted monthly with detail of dates and times of visits, man hours, actions taken, invasive species present and herbicide used.

3.07 CONTROLLED BURN

A. Burn Plan and Permit Application

1. Burn plan includes a drawing of the area indicating acreage, fire breaks, ignition pattern, escape route and safety zone, smoke dispersal patterns, prescribed weather conditions, number of personnel and equipment used. The crew leader must have 5 years of prescribed burn experience and an 5290 Prescribed Burn Training Certification.
2. Timing Execute I burn during the third year of stewardship.
3. Obtain and pay for all required permits.
4. Conduct all burns in accordance with local, state, and federal regulations
5. Notify the local fire department at least one month prior to bum for approval.

6. Test and calibrate all equipment prior to initiating the bum.
7. Prior to the burn secure the area and remove everyone but active trained participants. As necessary, re-route traffic away from the bum area.

B. Bum Sequence

1. Verify weather forecast 1 day in advance and the day of the bum.
2. Notify local authorities 1 day in advance and the day of the burn.
3. Create perimeter firebreaks and around trees, shrubs or other elements requiring protection. Establish escape routes and safety zones.
4. Contract a pre-bum briefing with crew.
5. Start backfires prior to completing main bum.
6. Ignite main bum
7. Monitor and control any hot spots or snags remaining after the bum.
8. Mow or brushcut any remaining standing vegetation as directed by the owner's representative.

C. Clean up and Final Site inspection

1. Check all areas for embers and hot spots to ensure these are extinguished.
2. All trash, ash or fuel spills must be mopped from the landscape.
3. Any damage to the landscape from heat or flames, including trees, shrubs, fencing, etc. must be noted and submitted to the owner's representative for client review.

D. Post Burn Report — Submit day of the fire.

1. Date, time and duration of the burn
2. Weather conditions at the time of the bum.
3. What were the extent and timing of the notification of the fire department, city officials and neighbors?
4. Additional Comments

E. Acceptance

1. The bum will be reviewed by the owner's representative during or immediately after the burn is completed.
2. The success of the burn will be determined by the percent of the unit that was burned. An acceptable bum will cover 65-90% of the burn unit.

EXHIBIT F - Schedule of Cash Contributions

<i>Contributed to/for</i>	<i>Two-bedroom home</i>	<i>Three-bedroom home</i>	<i>Four-bedroom home</i>
School District 113A	\$620.77	\$1,817.93	\$2,765.87
School District 210	\$80.00	\$736.00	\$1,440.00
Lemont Fire Protection District	\$100.00	\$100.00	\$100.00
Library District	\$92.00	\$132.22	\$171.68
Public Safety	\$750.00	\$750.00	\$750.00
Water Improvement	\$1,000.00	\$1,000.00	\$1,000.00
Annexation fee	\$187.50	\$187.50	\$187.50
Park Dist	TBD	TBD	TBD
Totals without Park District	\$2,830.27	\$4,723.65	\$6,415.05

[NEED TO DRAFT LANGUAGE THAT DEFINES BEDROOM AND WILL PREVENT ROOMS THAT WILL FUNCTION AS BEDROOMS BEING LABELED SOMETHING ELSE TO AVOID IMPACT FEES.]



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #73-11
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 09-01 – Courtyards of Briarcliffe Estates

DATE: July 20, 2011

SUMMARY

John Barry, on behalf of McNaughton Development, Inc. has requested a two year extension to the preliminary PUD, and rezoning approval for the Courtyards of Briarcliffe Estates. McNaughton Development is requesting the extension in light of market difficulties.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Amending Ordinance O-67-10, an Ordinance Granting Preliminary PUD Plan/Plat Approval, a Special Use For a Planned Unit Development (PUD) and a Zoning Map Amendment from B-3 Arterial Commercial Zoning District to R-5 Single Family Attached Residential Zoning District for a Townhome Subdivision on a 4.76 Acre Parcel Located At 12660 Thornberry Drive, in Lemont, IL.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING ORDINANCE O-67-10, AN ORDINANCE
GRANTING PRELIMINARY PUD PLAN/PLAT APPROVAL, A SPECIAL USE FOR
A PLANNED UNIT DEVELOPMENT (PUD) AND A ZONING MAP AMENDMENT
FROM B-3 ARTERIAL COMMERCIAL ZONING DISTRICT TO R-5 SINGLE
FAMILY ATTACHED RESIDENTIAL ZONING DISTRICT FOR A TOWNHOME
SUBDIVISION ON A 4.76 ACRE PARCEL LOCATED AT 12660 THORNBERRY
DRIVE, IN LEMONT, IL**

(Courtyards of Briarcliffe)

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

THIS 25TH DAY OF JULY, 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 25TH DAY
OF JULY, 2011**

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE O-67-10, AN ORDINANCE GRANTING PRELIMINARY PUD PLAN/PLAT APPROVAL, A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND A ZONING MAP AMENDMENT FROM B-3 ARTERIAL COMMERCIAL ZONING DISTRICT TO R-5 SINGLE FAMILY ATTACHED RESIDENTIAL ZONING DISTRICT FOR A TOWNHOME SUBDIVISION ON A 4.76 ACRE PARCEL LOCATED AT 12660 THORNBERRY DRIVE, IN LEMONT, IL

(Courtyards of Briarcliffe)

WHEREAS, Lynette McNaughton is the owner of the subject property, consisting of approximately 4.76 acres located at 12660 Thornberry Drive (PIN# 22-30-305-008); and

WHEREAS, McNaughton Development, Inc. on behalf of Lynette McNaughton, made application under the provisions of the Lemont Unified Development Ordinance for preliminary PUD plan/plat approval, a special use for a planned unit development (PUD) and a zoning map amendment from B-3 Arterial Commercial Zoning District to R-5 Single Family Attached Residential Zoning District; and

WHEREAS, the Village Board of Trustees approved Ordinance O-67-10, granting approval of said requests, on September 13, 2010; and

WHEREAS, the preliminary plat approval for the subject property is set to expire on September 13, 2011; and

WHEREAS, McNaughton Development Inc. respectfully requested an amendment to the time constraints of the approval.

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: Section 1 of Ordinance O-67-10 is amended, corrected and replaced as shown:

From: ***“Section 1 Special Use and Zoning Map Amendment. The PUD Preliminary Plan/Plat with zoning map amendment to R-5 Single-Family Attached Residential District with special use for a planned unit development is approved with the following conditions:***

- 1. The Planned Unit Development Preliminary Plan/Plat approval, and the bulk exceptions granted therein, shall lapse in the event the petitioner does not file a complete application for a PUD final***

plan/plat within one (1) year of the effective date of this ordinance.

- 2. In the event the petitioner does not file a complete application for a PUD final plan/plat within one (1) year of the effective date of this ordinance, the zoning of the subject property shall revert to the R-1 Single-Family Residential zoning district.”*

To: **“Section 1 Special Use and Zoning Map Amendment.** *The PUD Preliminary Plan/Plat with zoning map amendment to R-5 Single-Family Attached Residential District with special use for a planned unit development is approved with the following conditions:*

- 1. The Planned Unit Development Preliminary Plan/Plat approval, and the bulk exceptions granted therein, shall lapse in the event the petitioner does not file a complete application for a PUD final plan/plat within three (3) years of the effective date of this ordinance.*
- 2. In the event the petitioner does not file a complete application for a PUD final plan/plat within three (3) years of the effective date of this ordinance, the zoning of the subject property shall revert to the R-1 Single-Family Residential zoning district.”*

Section 2: All other sections and conditions of Ordinance O-67-10 remain as they were at approval by the Village Board of Trustees on September 13, 2010.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 25th day of July, 2011.

AYES

NAYS

ABSENT

ABSTAIN

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

Approved by me this 25th day of July, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Kevin Shaughnessy, Police Chief

Subject: A Resolution Authorizing Execution of an Intergovernmental Agreement for the Purpose of Participating with Police Departments of Other Municipalities in the Illinois Law Enforcement Alarm System (ILEAS)

date: July 20, 2011

BACKGROUND/HISTORY

For the last several years the Village has been a member of ILEAS, or the Illinois Law Enforcement Alarm System. This association allows for mutual aid to be shared among the network of participating entities in time of emergency. The mutual aid agreement among the entities is designed for situations in which emergencies cause a strain on the resources of an individual community, and additional assistance is needed from the group. The Village has been asked to pass a resolution and related agreement to continue participation in this organization.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

The participation in ILEAS allows for the Village to receive mutual aid for emergencies within the Village and other times of need.

RECOMMENDATION

Staff recommends the passage of the resolution and attached agreement.

ATTACHMENTS (IF APPLICABLE)

- 1) Resolution
- 2) ILEAS Mutual Aid Agreement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

- 1) Motion to Approve Resolution

RESOLUTION _____

**RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
FOR THE PURPOSE OF PARTICIPATING WITH POLICE DEPARTMENTS OF OTHER
MUNICIPALITIES IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS)**

WHEREAS, the Mayor and Village Board of the Village of Lemont with advice of the Chief of the Police Department, deem it in the best interest of the Village of Lemont, and in the interest of the health, safety and welfare of the residents of the Village of Lemont, to enter into an intergovernmental agreement providing for mutual aid and participation in the Illinois Law Enforcement Alarm System (ILEAS) in order to secure benefit of mutual aid in response to natural or man-made occurrences which may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of the participating municipalities; and

WHEREAS, the Intergovernmental Agreement is the result of the committed effort of participating municipalities and their police departments to provide the best protection available for our citizens; and

WHEREAS, the Constitution and Statutes of the State of Illinois authorize such Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

SECTION 1: Said Intergovernmental Agreement, which shall be in substantially the form attached hereto and made a part of this ordinance by reference as "Exhibit A" is hereby approved.

SECTION 2: From and after the effective date of this ordinance, the Mayor and Village Clerk are hereby authorized and directed to execute the said Intergovernmental Mutual Aid Agreement herein provided for, and to do all things necessary and essential, including the execution, upon advice of legal counsel, of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3: The Village Clerk of the Village of Lemont shall certify to the adoption of this Resolution and cause the same to be published in pamphlet form

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 25th day of July, 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

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

Mutual Aid Agreement

The undersigned law enforcement agencies agree pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), as follows:

Section 1

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state or federal government.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Illinois Law Enforcement Training and Standards

Board or federal law) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the State of Illinois.

Stricken law enforcement agency: A participating law enforcement agency who has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken law enforcement agency, to request assistance from an aiding law enforcement agency, he is hereby authorized to do so, under the terms of this mutual aid agreement. The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken law enforcement agency.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.

At the emergency site, the most senior officer of the stricken law enforcement agency who is present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources. Each participating law enforcement agency shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The chief law enforcement officers of the participating agencies will maintain a governing board and establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

Section 4 Adoption

This mutual aid agreement shall be in full force and an in effect when approved and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his law enforcement agency.

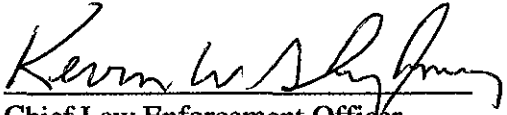
Section 5 Termination

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

**Section 6
Signatory Page**

This signatory certifies that this mutual aid agreement, for the Illinois Law Enforcement Alarm System (ILEAS), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Village of Lemont
Political Entity or Agency


Chief Law Enforcement Officer
Kevin W. Shaughnessy

~~Brian K. Reaves, Village President~~
President, Mayor, Chairman or other Chief
Executive Officer (if applicable)

Chief of Police
Title

July 25, 2011
Date

18 Jun 11
Date

Attest:

Title Charlene Smollen, Village Clerk

July 25, 2011
Date

to: Mayor Brian K. Reaves
Village Board of Trustees

from: Ralph Pukula, Director of Public Works

subject: Approval of the Preliminary Engineering Services Agreement
High Road (FAU 4307) LAPP Resurfacing:
North of 135th Street (FAU 0282) to 127th Street (FAU 3774)
Section No. 11-00048-00-RS

date: July 11, 2011

BACKGROUND

The Village has applied for and received Federal funds for LAPP resurfacing with leveling binder and hot-mix asphalt surface course on High Road, north of 135th Street to 127th Street, including pavement patching and stone shoulder work.

PROS/CONS/ALTERNATIVES

Approval of the Preliminary Engineering Services Agreement with Frank Novotny & Associates, Inc. is necessary for the work to be performed on High Road, north of 135th Street to 127th Street, and will allow the project design work to proceed in an orderly manner. The maximum Village cost share for this preliminary engineering work is \$12,000.00.

RECOMMENDATION

Approval of the Preliminary Engineering Services Agreement and Resolution by the Village Board.

ATTACHMENTS

- Preliminary Engineering Services Agreement for approval.
- Resolution

VILLAGE BOARD ACTION REQUIRED

Approval of the Preliminary Engineering Services Agreement and Resolution.

RESOLUTION
RESOLUTION APPROVING PRELIMINARY ENGINEERING SERVICES AGREEMENT
FOR HIGH ROAD, NORTH OF 135TH STREET TO 127TH STREET
LAPP RESURFACING PROJECT

WHEREAS, the Village of Lemont requires Design Engineering services related to the High Road, north of 135th Street to 127th Street project;

WHEREAS, the Village of Lemont desires to enter into an Preliminary Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc. and procure seventy percent (70%) Federal Funds for this work;

WHEREAS, the Village Board has authorized the Village President to sign the Preliminary Engineering Services Agreement for Federal Participation.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the agreements attached hereto as Exhibit A is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 25th day of July, 2011.

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

Approved by me this 25th day of July, 2011.

CHARLENE SMOLLEN, Village Clerk

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: _____

Local Agency Village of Lemont	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Frank Novotny & Associates, Inc.
County Will				Address 825 Midway Drive
Section 11-00048-00-RS				City Willowbrook
Project No. M-9003(823)				State Illinois
Job No. D-91-565-11				Zip Code 60527
Contact Name/Phone/E-mail Address Ben Wehmeier (630) 257-1550 bwehmeier@lemont.il.us	Contact Name/Phone/E-mail Address James L. Cainkar, P.E. (630) 887-8640 jcainkar@franknovotnyengineering.com			

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name High Road Route FAU 4307 Length 0.76 Mi Structure No. N/A

Termini 0.25 miles North of 135th Street (FAU 0282) to 127th Street (FAU 3774)

Description Hot-mix asphalt resurfacing with leveling binder and hot-mix asphalt surface course, including necessary pavement patching, and aggregate shoulder restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 300 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)
Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** -- Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** -- Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** -- Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Frank Novotny & Associates, Inc.	36-2728920	\$39,952.00

Sub-Consultants:	TIN Number	Agreement Amount
None	N/A	
Sub-Consultant Total:		
Prime Consultant Total:		\$39,952.00
Total for all Work:		\$39,952.00

Executed by the LA:

Village of Lemont

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Charlene M. Smollen Clerk

Title: Brian K. Reaves, Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: John E. Fitzgerald

By: James L. Cainkar

Title: John E. Fitzgerald, Secretary

Title: James L. Cainkar, President

Exhibit A - Preliminary Engineering

Route: FAU 4307
 Local Agency: Village of Lemont
 (Municipality/Township/County)
 Section: 11-00048-00-RS
 Project: M-9003(823)
 Job No.: D-91-565-11

*Firm's **approved** rates on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 1.99 %
 Complexity Factor (R) 0.00
 Calendar Days 300

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- _____
- _____
- _____

**SEE ATTACHED
 EXHIBIT A
 PAGE 6A TO 6F**

Proposed Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man Hours	Payroll Rate	Payroll Costs (DL)	Overhead	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Totals									
		0.00							

EXHIBIT A

Project #11025

ROUTE: FAU 4307
 SECTION: 11-00048-00-RS
 PROJECT: M-9003(823)
 COUNTY: Cook
 JOB NO: D-91-565-11
 TYPE OF FUNDING: STU/LAPP

CONSULTANT SERVICES COST ESTIMATE
 FRANK NOVOTNY & ASSOCIATES, INC.

DATE: 04/20/11

PROJECT: Village of Lemont
 High Road LAPP Resurfacing
 PHASE: 2

SHEET 1 OF 5

COMPLEXITY FACTOR, R = 0

ITEM NO.	ITEM	NUMBER OF MAN HOURS	PAYROLL RATE	PAYROLL AMOUNT (DL)	OVERHEAD AND FRINGE BENEFITS 1.99	INHOUSE DIRECT COSTS	SUBTOTAL	PROFIT 14.50% 1.99	SERVICES BY OTHERS * A *	TOTALS	PERCENT OF GRAND TOTAL
		A	B	C	D	E	F	G	H	I	J
1	Early Coordination	7	\$ 62.40	\$ 437	\$ 869		\$ 1,306	\$ 152		\$ 1,458	3.65
2	Data Collection & Review	25	\$ 51.59	\$ 1,290	\$ 2,567		\$ 3,857	\$ 449		\$ 4,306	10.78
3	Topographic Survey	36	\$ 34.99	\$ 1,260	\$ 2,506		\$ 3,766	\$ 438		\$ 4,204	10.52
4	Plan Preparation	83	\$ 51.42	\$ 4,268	\$ 8,493		\$ 12,761	\$ 1,485		\$ 14,246	35.66
5	Specifications	20	\$ 59.71	\$ 1,194	\$ 2,377		\$ 3,571	\$ 416		\$ 3,986	9.98
6	Quantities	30	\$ 58.43	\$ 1,753	\$ 3,488		\$ 5,241	\$ 610		\$ 5,851	14.64
7	Cost Estimate	20	\$ 34.98	\$ 700	\$ 1,392		\$ 2,092	\$ 243		\$ 2,335	5.85
8	Meetings	5	\$ 34.49	\$ 172	\$ 343		\$ 516	\$ 60		\$ 576	1.44
9	Administration	15	\$ 59.71	\$ 896	\$ 1,782		\$ 2,678	\$ 312		\$ 2,990	7.48
		241		\$ 11,969	\$ 23,818	\$ -	\$ 35,787	\$ 4,165	\$ -	\$ 39,952	100.00

EXHIBIT A

ROUTE: FAU 4307
 SECTION: 11-00048-00-RS
 PROJECT: M-9003(823)
 JOB NO: D-91-565-11

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 2 of 5

PROJECT: Village of Lemont
 High Road LAPP Resurfacing

Date: 07/06/11

TYPE OF FUNDING: STU/LAPP **PHASE:** 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 1 Early Coordination		ITEM 2 Data Collection & Review		ITEM 3 Topographic Survey	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	70	49.00	10	7.00		
PROJECT MANAGER	57.14	15	8.57	50	28.57	10	5.71
CIVIL ENGINEER 1	36.41						
SENIOR TECHNICIAN	40.06			40	16.02		
SURVEYING TECHNICIAN	41.98					50	20.99
CAD TECHNICIAN	32.16	15	4.82			10	3.22
GIS TECHNICIAN	19.55					20	3.91
TECHNICAL ASSISTANT	11.57					10	1.16
AVERAGE PAYROLL RATE		100	\$62.40	100	\$51.59	100	\$34.99

EXHIBIT A

ROUTE: FAU 4307
 SECTION: 11-00048-00-RS
 PROJECT: M-9003(823)
 JOB NO: D-91-565-11

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 3 of 5

PROJECT: Village of Lemont
 High Road LAPP Resurfacing

Date: 07/06/11

TYPE OF FUNDING: STU/LAPP **PHASE:** 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Plan Preparation		ITEM 5 Specifications		ITEM 6 Quantities	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	20	14.00	20	14.00	10	7.00
PROJECT MANAGER	57.14	40	22.86	80	45.71	90	51.43
CIVIL ENGINEER 1	36.41	40	14.56				
SENIOR TECHNICIAN	40.06						
SURVEYING TECHNICIAN	41.98						
CAD TECHNICIAN	32.16						
GIS TECHNICIAN	19.55						
TECHNICAL ASSISTANT	11.57						
AVERAGE PAYROLL RATE		100	\$51.42	100	\$59.71	100	\$58.43

EXHIBIT A

ROUTE: FAU 4307
 SECTION: 11-00048-00-RS
 PROJECT: M-9003(823)
 JOB NO: D-91-565-11

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 4 of 5

PROJECT: Village of Lemont
 High Road LAPP Resurfacing

Date: 07/06/11

TYPE OF FUNDING: STU/LAPP **PHASE:** 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 7 Cost Estimate		ITEM 8 Meetings		ITEM 9 Administration	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	10	7.00	10	7.00	20	14.00
PROJECT MANAGER	57.14					80	45.71
CIVIL ENGINEER 1	36.41	50	18.21	40	14.56		
SENIOR TECHNICIAN	40.06						
SURVEYING TECHNICIAN	41.98						
CAD TECHNICAN	32.16	25	8.04	25	8.04		
GIS TECHNICIAN	19.55			25	4.89		
TECHNICAL ASSISTANT	11.57	15	1.74				
AVERAGE PAYROLL RATE		100	\$34.98	100	\$34.49	100	\$59.71

EXHIBIT A

ROUTE: FAU 4307
 SECTION: 11-00048-00-RS
 PROJECT: M-9003(823)
 JOB NO: D-91-565-11

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 5 of 5

PROJECT: Village of Lemont
 High Road LAPP Resurfacing

Date: 07/06/11

TYPE OF FUNDING: STU/LAPP PHASE: 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 10		ITEM 11		ITEM 12	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
		%	\$	%	\$	%	\$
PRINCIPAL	70.00						
PROJECT MANAGER	57.14						
CIVIL ENGINEER 1	36.41						
SENIOR TECHNICIAN	40.06						
SURVEYING TECHNICIAN	41.98						
CAD TECHNICAN	32.16						
GIS TECHNICIAN	19.55						
TECHNICAL ASSISTANT	11.57						
AVERAGE PAYROLL RATE							

Man Hours by Work Item and by Job Classification

DATE: 4/20/11

ROUTE: FAU 4307
 SECTION: 11-00048-00-RS
 PROJECT: M-9003(823)
 COUNTY: Cook
 JOB NO: D-91-565-11
 TYPE OF FUNDING: STU/LAPP

PROJECT: Village of Lemont
 High Road LAPP Resurfacing
 PHASE: 2

	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Totals
PRINCIPAL	4.9	2.5	0.0	16.6	4.0	3.0	2.0	0.5	3.0	0.0	0.0	0.0	36.5
PROJECT MANAGER	1.1	12.5	3.6	33.2	16.0	27.0	0.0	0.0	12.0	0.0	0.0	0.0	105.4
CIVIL ENGINEER 1	0.0	0.0	0.0	33.2	0.0	0.0	10.0	2.0	0.0	0.0	0.0	0.0	45.2
SENIOR TECHNICIAN	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0
SURVEYING TECHNICIAN	0.0	0.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0
CAD TECHNICAN	1.1	0.0	3.6	0.0	0.0	0.0	5.0	1.3	0.0	0.0	0.0	0.0	10.9
GIS TECHNICIAN	0.0	0.0	7.2	0.0	0.0	0.0	0.0	1.3	0.0	0.0	0.0	0.0	8.5
TECHNICAL ASSISTANT	0.0	0.0	3.6	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	6.6
Totals by work item	7.0	25.0	36.0	83.0	20.0	30.0	20.0	5.0	15.0	0.0	0.0	0.0	241.0

All entries are in hours.



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name Frank Novotny & Associates, Inc.
Address 825 Midway Drive
Telephone 630-887-8640
TIN Number 36-2728920


Project Information

Local Agency Village of Lemont
Section Number 11-00048-00-RS
Project Number M-9003(823)
Job Number D-91-565-11

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
None	N/A	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

TO BE FILLED OUT AFTER THE PROJECT IS COMPLETE



Signature and title of Prime Consultant - James L. Cainkar, President

7/7/11

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



Frank Novotny & Associates, Inc.

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

*Civil Engineers/
Municipal Consultants*

APPENDIX "A" AVERAGE HOURLY PAYROLL RATES

Effective Date: January 1, 2011

<u>PAYROLL CLASSIFICATION</u>	<u>PAYROLL RATE RANGE</u>			<u>AVERAGE PAYROLL RATE</u>
PRINCIPAL	70.00	TO	70.00	70.00
PROJECT MANAGER	57.14	TO	57.14	57.14
PROJECT ENGINEER	57.14	TO	57.14	57.14
CIVIL ENGINEER I	36.41	TO	36.41	36.41
SENIOR TECHNICIAN	34.13	TO	46.65	40.06
INSPECTOR	34.13	TO	57.14	41.98
SURVEYING TECHNICIAN	34.13	TO	57.14	41.98
CAD TECHNICIAN	20.97	TO	37.25	32.16
G.I.S. TECHNICIAN	19.55	TO	19.55	19.55
TECHNICAL ASSISTANT	9.50	TO	14.00	11.57

**VILLAGE OF LEMONT
SECTION 11-00048-00-RS**

HIGH ROAD LAPP RESURFACING

SCHEDULE

PHASE 2 ENGINEERING AGREEMENT APPROVAL	SEPTEMBER 2011
SURVEY	OCTOBER TO DECEMBER 2011
DESIGN	NOVEMBER 2011 TO MARCH 2012
PHASE 2 ENGINEERING COMPLETE	APRIL 2012
TARGET LETTING	JUNE 15, 2012

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

from: Ralph Pukula, Director of Public Works

subject: Approval of the Local Agency Agreement for Federal Participation
High Road (FAU 4307) LAPP Resurfacing:
North of 135th Street (FAU 0282) to 127th Street (FAU 3774)
Section No. 11-00048-00-RS

date: July 5, 2011

BACKGROUND

The Village has applied for and received Federal funds for LAPP resurfacing with leveling binder and hot-mix asphalt surface course on High Road, north of 135th Street to 127th Street, including pavement patching and stone shoulder work.

PROS/CONS/ALTERNATIVES

Approval of Local Agency Agreement for Federal Participation is necessary for the work to be performed on High Road, north of 135th Street to 127th Street, and will allow the project design work to proceed in an orderly manner. The maximum engineering agreement amount is \$40,000.00, with the maximum Village Share being \$12,000.00 (30%).

RECOMMENDATION

Approval of the Local Agency Agreement for Federal Participation; and Resolution, by the Village Board.

ATTACHMENTS

- Local Agency Agreement for Federal Participation for approval.
- Resolution

VILLAGE BOARD ACTION REQUIRED

Approval of the Local Agency Agreement for Federal Participation; and Resolution.

#11025

RESOLUTION
RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION
FOR HIGH ROAD, NORTH OF 135TH STREET TO 127TH STREET
LAPP RESURFACING PROJECT

WHEREAS, the Village of Lemont requires Design Engineering services related to the High Road, north of 135th Street to 127th Street project;

WHEREAS, the Village of Lemont desires to enter into an Local Agency Agreement for Federal Participation with Frank Novotny & Associates, Inc. and procure seventy percent (70%) Federal Funds for this work;

WHEREAS, the Village Board has authorized the Village President to sign the Local Agency Agreement for Federal Participation.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the agreements attached hereto as Exhibit A is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 11th day of July, 2011.

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

Approved by me this 11th day of July, 2011.

CHARLENE SMOLLEN, Village Clerk


Attest:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

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

Date: _____

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Lemont	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 11-00048-00-RS	Fund Type STU	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-565-11	M-9003(823)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name High Road Route FAU 4307 Length 0.76 Mi
 Termini 0.25 Mi North of 135th Street to 127th Street

Current Jurisdiction LA Existing Structure No N/A

Project Description

All Phase II Preliminary Engineering for LAPP resurfacing with leveling binder and hot-mix asphalt surface course, including necessary pavement patching, and aggregate shoulder restoration.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	28,000	(*)		()	12,000	(BAL)	40,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 28,000		\$		\$ 12,000		\$ 40,000

*Maximum FHWA (STU) Participation 70% Not to Exceed \$28,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above:

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

- METHOD A--Lump Sum (80% of LA Obligation) _____
 METHOD B-- _____ Monthly Payments of _____
 METHOD C--LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving Interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE Inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT -- assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT -- assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT -- approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Brian K. Reaves

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

July 11, 2011

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005968 conducting business as a Governmental
Entity.

DUNS Number 007345142

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date

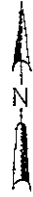
VILLAGE OF LEMONT, ILLINOIS HIGH ROAD L.A.P.P. RESURFACING

DENOTES
PROJECT
LOCATION

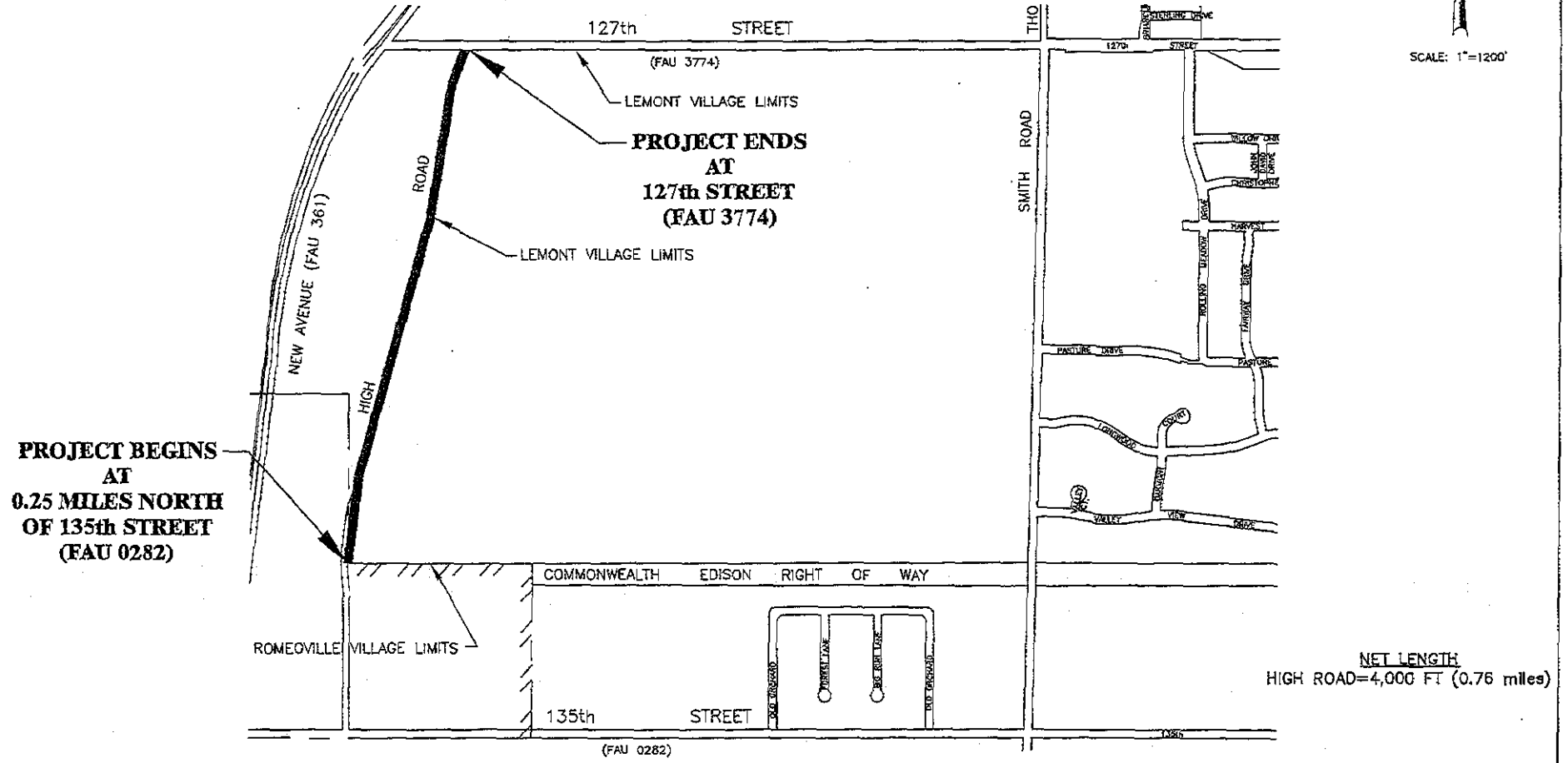


LOCATION MAP

HIGH ROAD - 0.25 MILES NORTH OF 135th STREET (FAU 0282) TO 127th STREET (FAU 3774)



SCALE: 1"=1200'



Frank Novotny & Associates, Inc.

826 Midway Drive • Willowbrook, IL • 60627 • Telephone: (630) 857-8640 • Fax: (630) 857-0132
Illinois Professional Design Firm No. 134-000829

PROJECT

VILLAGE OF LEMONT, ILLINOIS
HIGH ROAD L.A.P.P. RESURFACING

LOCATION MAP

PROJECT NO. 11025

NUMBER "1"

Rose Yates

From: Joseph Miller
Sent: Friday, July 15, 2011 1:16 PM
To: Rose Yates
Subject: FW: SUMMER EVENT SERIES - 2ND EVENT - SUMMER FEST JULY 23 TALCOTT SQUARE PARKINGLOT

Hello Rose,

I sent Jerry an Email with a list of the reported issues and we just had a follow-up telephone conversation.

The officer assigned to work the next event, as well as, the on-duty police patrol shift will monitor the activity and report back.

Thank you,

Joe

From: Joseph Miller
Sent: Friday, July 15, 2011 1:01 PM
To: 'jk@bottleslemont.com'
Subject: SUMMER EVENT SERIES - 2ND EVENT - SUMMER FEST JULY 23 TALCOTT SQUARE PARKINGLOT

Dear Sir:

There were a few issues with the last event that the Village wanted me to communicate with you.

The below observations were brought to my attention:

Beer Festival at Bottles:

- 1) Several problems with drinks being passed over the fence into the parking lot and people opening the fence to leave or let friends in.**
- 2) Bottles needs to have more staff to keep an eye on the fence for bands to come in and out or we need to have more police officers there if it is to become a problem.**
- 3) Last band did not stop playing until 11:20pm and the Lemont Police Officer had to tell the Bottles staff to stop serving alcohol in the parking lot at 11:30pm. The Lemont Police Officer received no cooperation in getting patrons out of the parking lot and inside or gone.**
- 4) Lots of profanity from the last band to play: Mock Stars.**

Sgt Joseph J. Miller
Lemont Police Department

14600 127th Street
Lemont, IL 60439

Office: 630-257-2228

Fax : 630-257-5087

Email: jmiller@lemont.il.us

Disclaimer:

E-mail correspondence is maintained in accordance with applicable provisions of State law and may be considered public records. Public disclosure of your communication may be required.

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: State Street & Warner Avenue
Water Main & Water Service Transfer

date: July 14, 2011

BACKGROUND

Eight (8) bids were received on July 13, 2011 for the State Street & Warner Avenue Water Main & Water Service Transfer project, which work consists of the construction of 6-inch and 8-inch water main in trench; pressure connections; gate valves; hydrants; water service reconnections; pavement removal; pavement patching; and appurtenant construction. This project will provide for the abandonment of the old leaking water mains on State Street and Warner Avenue, by transferring the water services to the newer mains that run parallel on the same streets. The low bidder was Archon Construction Co., Inc., which bid was in the amount of \$245,800.00. The bid was \$38,950.00 (18.83%) above the project budget of \$206,850.00. Upon further review, the bid price offers excellent value for this very difficult to construct project.

PROS/CONS/ALTERNATIVES

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

RECOMMENDATION

Award of the State Street & Warner Avenue Water Main & Water Service Transfer Project to Archon Construction Co., Inc., based on their bid amount \$245,800.00.

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 Archon Construction Co., Inc.

RESOLUTION _____

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE STATE STREET & WARNER AVENUE
WATER MAIN & WATER SERVICE TRANSFER PROJECT**

WHEREAS, the Village of Lemont requires that the State Street & Warner Avenue Water Main & Water Service Transfer Project be completed; and

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

WHEREAS, Archon Construction Co., Inc. submitted a low bid for such work in the amount of \$245,800.00.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with Archon Construction Co., 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 25th day of July, 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 25th day of July, 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.

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

Civil Engineers/
Municipal Consultants

July 13, 2011

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

Re: **State Street & Warner Avenue
Water Main & Water Service Transfer**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the July 13, 2011 bid opening for the above-captioned project. Six (6) bids were received and tabulated, with no error being found. A summary is as follows:

Archon Construction	\$ 245,800.00
Gerardi Sewer & Water	295,209.00
Trine Construction	298,700.00
Len Cox & Sons Excavating	319,687.00
Vian Construction Company	382,288.00
Unique Plumbing Company	569,536.00
 Engineer's Estimate	 \$ 206,850.00

The low bid submitted by Archon Construction Company, Inc., in the amount of \$245,800.00, is \$38,950.00 (18.83%) above the Engineer's Estimate of \$206,850.00. Archon Construction Company, Inc. is qualified to perform this type of work. We, therefore, recommend that the Contract be awarded to **Archon Construction Company, Inc., 563 South Route 53, Addison, IL 60101**, in the amount of **\$245,800.00**.

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

Very truly yours,

FRANK NOVOTNY & ASSOCIATES, INC.

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

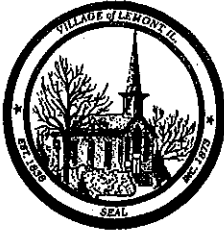
JLC/dh
Enclosure

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. 10444

OWNER: Village of Lemont
 PROJECT DESCRIPTION: State Street & Warner Avenue Water Main & Water Service Transfer
 BID OPENING: July 13, 2011 at 10:00 am

PROJECT NO: 10444

Item No	Description	Unit	Quantity	Engineers Estimate		Archon Construction Co. 563 South Route 53 Addison, IL 60101 5% Bid Bond		Gerardi Sewer & Water 4520 North Osage Norridge, IL 60706 5% Bid Bond		Trine Construction Corp. 27W364 North Avenue West Chicago, IL 60185 5% Bid Bond		Len Cox & Sons Excavating 151 Springfield Ave, Ste 10 Joliet, IL 60435 5% Bid Bond		Vian Construction Co., Inc. 1047 Martha Street Elk Grove Village, IL 60007 5% Bid Bond		Unique Plumbing Company 9408 West 47th Street Brookfield, IL 60513 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Water Main in Trench, Ductile Iron, 8"	FOOT	145	80.00	11,600.00	62.80	9,106.00	65.00	9,576.00	124.20	18,009.00	65.00	9,570.00	96.00	14,216.00	82.00	13,340.00
2	Water Main in Trench, Ductile Iron, 8"	FOOT	115	70.00	8,050.00	49.70	5,715.50	54.00	6,210.00	112.20	12,903.00	65.00	7,475.00	110.00	12,650.00	150.00	17,250.00
3	Water Main Augered in Place, Ductile Iron, 6"	FOOT	212	100.00	21,200.00	94.60	20,055.20	132.00	27,960.00	147.85	31,344.20	192.00	40,704.00	180.00	38,160.00	440.00	93,260.00
4	Encasing Pipe, PVC (Schedule 40), 4"	FOOT	107	30.00	3,210.00	41.70	4,491.70	30.00	3,210.00	70.85	7,580.95	90.00	9,630.00	20.00	2,140.00	50.00	5,350.00
5	Encasing Pipe, in Trench, PVC (C-900), 12"	FOOT	40	80.00	3,200.00	44.50	1,780.00	60.00	2,400.00	51.85	2,074.00	90.00	3,600.00	60.00	2,400.00	100.00	4,000.00
6	Pressure Connection, 10" x 6"	EACH	11	3,200.00	35,200.00	3,011.50	33,126.50	5,000.00	55,000.00	4,296.85	47,265.35	3,600.00	39,600.00	5,770.00	74,470.00	3760.00	41,360.00
7	Pressure Connection, 8" x 5"	EACH	2	2,800.00	5,600.00	2,684.50	5,369.00	4,750.00	9,500.00	4,268.75	8,537.50	3,400.00	6,800.00	6,500.00	13,000.00	3600.00	7,200.00
8	Pressure Connection, 6" x 5"	EACH	3	2,600.00	7,800.00	2,347.00	7,041.00	4,500.00	13,500.00	4,240.65	12,721.95	3,300.00	9,900.00	6,400.00	19,200.00	3600.00	10,800.00
9	Temporary Hot-Mix Asphalt Surfacing, 2"	SQ YD	43	36.00	1,548.00	40.30	1,732.90	16.00	688.00	31.50	1,354.50	65.00	2,795.00	45.00	1,535.00	110.00	4,730.00
10	Class D Patches, Type II, 14"	SQ YD	27	100.00	2,700.00	138.00	3,726.00	125.00	3,375.00	151.85	4,099.95	192.00	5,184.00	180.00	4,860.00	250.00	6,210.00
11	Class D Patches, Type II, 5"	SQ YD	23	60.00	1,380.00	31.00	713.00	30.00	690.00	42.75	983.25	70.00	1,610.00	60.00	1,380.00	220.00	5,060.00
12	Class D Patches, Type II, 14"	SQ YD	16	100.00	1,600.00	138.00	2,208.00	120.00	1,920.00	157.50	2,520.00	220.00	3,520.00	180.00	2,880.00	350.00	5,600.00
13	Class D Patches, Type IV, 3"	SQ YD	115	60.00	6,900.00	31.10	3,575.50	30.00	3,450.00	42.75	4,916.25	73.00	8,395.00	60.00	6,900.00	65.00	7,475.00
14	Disconnect & Cap Existing Water Main, 8"	EACH	2	600.00	1,200.00	1,770.50	3,541.00	900.00	1,800.00	1,606.40	3,212.80	2,200.00	4,400.00	3,600.00	7,200.00	2800.00	5,600.00
15	Disconnect & Cap Existing Water Main, 6"	EACH	4	500.00	2,000.00	1,676.80	6,707.20	900.00	3,600.00	1,506.40	6,025.60	2,200.00	8,800.00	2,600.00	10,400.00	2800.00	11,200.00
16	Disconnect & Cap Existing Water Main, 4"	EACH	2	400.00	800.00	1,410.00	2,820.00	750.00	1,500.00	1,606.40	3,212.80	2,100.00	4,200.00	2,000.00	4,000.00	2600.00	5,200.00
17	Disconnect & Cap Existing Water Main, 3"	EACH	1	400.00	400.00	1,125.00	1,125.00	750.00	750.00	1,606.40	1,606.40	2,100.00	2,100.00	2,000.00	2,000.00	2,600.00	2,600.00
18	Polyethylene Encasement	FOOT	617	1.00	617.00	0.90	555.30	1.00	617.00	0.77	475.09	2.00	1,234.00	2.00	1,234.00	1.00	617.00
19	Fire Hydrants	EACH	6	3,500.00	21,000.00	4,254.00	25,524.00	3,750.00	22,500.00	3,935.00	23,610.00	3,420.00	20,520.00	4,000.00	24,000.00	5800.00	34,800.00
20	Remove Existing Fire Hydrants	EACH	3	300.00	900.00	557.70	1,673.10	800.00	2,400.00	1,163.75	3,491.25	1,300.00	3,900.00	300.00	900.00	800.00	2,400.00
21	Pipe Fittings (Mechanical Joints), Ductile Iron	LBS.	1000	3.50	3,500.00	4.10	4,100.00	3.50	3,500.00	0.91	910.00	9.50	9,500.00	6.00	6,000.00	4.80	4,800.00
22	Selected Granular Backfill (CA-7)	CU YD	450	38.00	17,100.00	47.10	21,195.00	36.00	16,200.00	47.25	21,262.50	38.00	17,100.00	25.00	11,250.00	40.00	18,000.00
23	Water Service Reconnection, 1-1/2", with New Buffalo Box	EACH	19	12.00	228.00	745.40	14,162.60	1,250.00	23,750.00	2,289.05	43,491.95	1,925.00	36,575.00	2,800.00	53,200.00	4000.00	76,000.00
24	Water Service Reconnection, 2", with New Buffalo Box	EACH	1	1,500.00	1,500.00	1,823.00	1,823.00	2,000.00	2,000.00	2,676.25	2,676.25	2,000.00	2,000.00	3,100.00	3,100.00	1,900.00	1,900.00
25	Water Service Line, 2"	FOOT	10	35.00	350.00	45.00	450.00	50.00	500.00	24.75	247.50	40.00	400.00	56.00	560.00	110.00	1,100.00
26	Water Service Line, 1-1/2"	FOOT	573	25.00	14,325.00	36.90	21,143.70	30.00	17,190.00	32.25	7,019.25	35.00	20,055.00	33.00	18,909.00	78.00	44,894.00
27	Gate Valves, 3"	EACH	1	600.00	600.00	1,252.00	1,252.00	650.00	650.00	911.25	911.25	1,100.00	1,100.00	1,000.00	1,000.00	750.00	750.00
28	Valve Box, Cast Iron, 6"	EACH	17	250.00	4,250.00	272.80	4,637.60	180.00	3,060.00	279.70	4,754.90	385.00	6,545.00	300.00	5,100.00	350.00	5,950.00
29	Valve Boxes to be Removed	EACH	1	150.00	150.00	133.00	133.00	100.00	100.00	51.90	51.90	150.00	150.00	300.00	300.00	400.00	400.00
30	Sidewalk Removal	SQ FT	1200	2.00	2,400.00	2.50	3,000.00	1.00	1,200.00	1.40	1,680.00	2.50	3,000.00	2.00	2,400.00	2.00	2,400.00
31	Portland Cement Concrete Sidewalk, 5"	SQ FT	1200	6.00	7,200.00	11.50	13,800.00	4.50	5,400.00	5.95	7,140.00	6.75	8,100.00	6.00	7,200.00	8.00	9,600.00
32	Detectable Warnings	SQ FT	15	40.00	600.00	23.70	355.50	25.00	375.00	47.25	708.75	35.00	525.00	38.00	570.00	50.00	750.00
33	Combination Curb & Gutter Removal	FOOT	50	10.00	500.00	5.90	295.00	5.00	250.00	5.65	282.50	5.00	250.00	10.00	500.00	10.00	500.00
34	Combination Concrete Curb & Gutter, Type B-8.24	FOOT	50	30.00	1,500.00	51.80	2,590.00	30.00	1,500.00	40.50	2,025.00	49.00	2,450.00	40.00	2,000.00	48.00	2,360.00
35	Topsoil Furnish and Place, 4"	CU YD	80	40.00	3,200.00	43.90	3,512.00	35.00	2,800.00	34.30	2,744.00	80.00	3,200.00	80.00	3,200.00	60.00	2,400.00
36	Sodding	SQ YD	520	5.00	2,600.00	4.80	2,496.00	6.00	3,120.00	8.60	4,472.00	10.00	5,200.00	14.00	7,280.00	11.00	5,720.00
37	Traffic Control & Protection	L SUM	1	8,000.00	8,000.00	9,776.20	9,776.20	42,000.00	42,000.00	2,215.31	2,215.31	6,000.00	6,000.00	12,000.00	12,000.00	4,500.00	4,500.00
38	Insurance Provisions - Complete	L SUM	1	3,000.00	3,000.00	862.50	862.50	2,250.00	2,250.00	1,350.00	1,350.00	2,000.00	2,000.00	2,000.00	2,000.00	2,500.00	2,500.00
Totals:					206,850.00		245,600.00		295,209.00		298,700.00		319,687.00		382,288.00		469,536.00
Bid Error Corrections:																	
Corrected Totals ---							245,800.00		295,209.00		298,700.00		319,687.00		382,288.00		469,536.00
Over / Under ----							39,050.00		88,355.00		91,850.00		112,837.00		175,438.00		262,686.00
Percent ----							18.83%		42.72%		44.40%		54.55%		84.81%		126.98%



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

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

Building Department

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

Planning & Economic Development

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

Engineering Department

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

Finance Department

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

Police Department

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

Public Works

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

www.lemont.il.us

EXECUTIVE SESSION AGENDA JULY 25, 2011

- I. PERSONNEL.**
- II. PURCHASE/SALE OF REAL ESTATE**