



Village of Faith

VILLAGE BOARD MEETING

OCTOBER 25, 2010 - 7:00 P.M.

Mayor
Brian K. Reaves

AGENDA

Village Clerk
Charlene M. Smollen

Trustees
Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniagowski
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.
- IV. MAYOR'S REPORT
 - A. PROCLAMATION - JEAN M. NONA. (VV)
 - B. PROCLAMATION - 30TH ANNIVERSARY JOHN PAUL II POLISH SCHOOL. (VV)
 - C. PUBLIC HEARING - ANNEXATION AGREEMENT FOR SW CORNER OF MCCARTHY & BELL ROAD. (MOTIONS TO OPEN & CLOSE)(VV)
 - D. PUBLIC HEARING - ANNEXATION AGREEMENT FOR NW CORNER OF MCCARTHY & BELL ROAD. (MOTIONS TO OPEN & CLOSE)(VV)
 - E. AUDIENCE PARTICIPATION.
- V. CLERK'S REPORT
 - A. CORRESPONDENCE.
 - B. ORDINANCES
 1. ORDINANCE AUTHORIZING EXECUTION OF ANNEXATION AGREEMENT FOR 8.7 ACRE PARCEL AT THE SW CORNER OF MCCARTHY ROAD & BELL ROAD. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)
 2. ORDINANCE ANNEXING 8.7 ACRES AT SW CORNER OF MCCARTHY & BELL ROAD. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)

3. **ORDINANCE REZONING PROPERTY AT SW CORNER OF MCCARTHY & BELL ROAD FROM COOK COUNTY R-1 TO LEMONT B-3. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
4. **ORDINANCE GRANTING A SPECIAL USE FOR TWO DRIVE-THROUGHS AT THE SW CORNER OF MCCARTHY & BELL ROADS. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
4. **ORDINANCE AUTHORIZING EXECUTION OF ANNEXATION AGREEMENT FOR 22.67 ACRES AT THE NW CORNER OF MCCARTHY & BELL ROAD. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
5. **ORDINANCE ANNEXING 22.67 ACRES AT NW CORNER OF MCCARTHY & BELL ROADS. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
6. **ORDINANCE REZONING PROPERTY AT 22.67 NW CORNER OF MCCARTHY & BELL FROM COOK COUNTY R-1 TO LEMONT R-4 (20.9 ACRES) AND LEMONT B-3 (1.7 ACRES). (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
7. **ORDINANCE DISCONNECTING MAKSIMOVIC PARCEL. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
8. **ORDINANCE APPROVING AMENDMENT TO REDEVELOPMENT AGREEMENT - 230 RIVER STREET. (RC)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**
9. **ORDINANCE APPROVING A DOWNTOWN FACADE, SIGN AND SITE IMPROVEMENT GRANT FOR 115 STEPHEN STREET. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
10. **ORDINANCE APPROVING A DOWNTOWN FACADE, SIGN AND SITE IMPROVEMENT GRANT FOR 221 MAIN STREET. (RC)
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**

C. RESOLUTIONS

1. **RESOLUTION APPOINTING IMRF AUTHORIZED AGENT. (RC)
(ADMINISTRATION/FINANCE)(REAVES/SNIEGOWSKI)
(WEHMEIER/SCHAFER/NONA)**
2. **RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM ARCHDIOCESE OF CHICAGO. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
3. **RESOLUTION GRANTING PLAT OF EASEMENT FOR PROPOSED DRAINAGE & DETENTION (AGGREKO RENTAL AND CASEY EQUIPMENT). (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**
4. **RESOLUTION ACCEPTING PLAT OF EASEMENT FOR DRAINAGE & DETENTION (CASEY EQUIPMENT). (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)**

5. RESOLUTION ACCEPTING PLAT OF EASEMENT FOR SINGER LANDING. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)
6. RESOLUTION ACCEPTING A PLAT OF EASEMENT FOR LOT 69 IN GLENS OF CONNEMARA. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)
7. RESOLUTION ACCEPTING PLAT OF EASEMENT FOR LOT 70 IN GLENS OF CONNEMARA. (RC)
(PUBLIC WORKS/ENGINEERING)(BLATZER)(PUKULA/CAINKAR)

VI. VILLAGE ATTORNEY REPORT.

VII. VILLAGE ADMINISTRATOR REPORT.

A. 2010 PROPERTY TAX LEVY ESTIMATE

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 September 27, 2010

The regular meeting of the Lemont Village Board was held on Monday, September 27, 2010 at 7:00 p.m., President Brian Reaves presiding. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; present. Blatzer absent.

III. CONSENT AGENDA

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

- A. Minutes
- B. Approval of Disbursements

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

Trustee Blatzer arrived at 7:02 p.m.

IV. MAYOR'S REPORT

Motion by Stapleton, seconded by Miklos, to approve a Proclamation for the 150th Anniversary of Lemont united Methodist Church. Voice vote: 6 ayes. Motion passed.

Mayor Reaves reported that he, along with all of the trustees, had attended the Illinois Municipal League Conference in Chicago.

Mayor Reaves reported that he served as a judge for the Talcott Square Chili Cook-off on Sunday, September 26. A truckload of food and \$1600 was collected for the food pantries.

AUDIENCE PARTICIPATION - AGENDA ITEMS

V. CLERK'S REPORT

Clerk Smollen attended the Illinois Municipal Clerks Academy in Springfield September 21 - 24. All sessions were taught by U of I professors.

ORDINANCES

Ordinance O-70-10 - Ordinance Authorizing Acquisition of Certain Real Property for Street and Highway Purposes. Motion by Blatzer, seconded by Miklos, to adopt said Ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

Ordinance O-71-10 - Ordinance Amending Section 1.16.010 (General Penalty), Section 4.05.300 (Violation-Penalty) and Section 5.24.090 (Administration and Enforcement) of the Lemont Municipal Code. Motion by Sniegowski, seconded by Miklos, to adopt said Ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

Ordinance O-72-10 - Ordinance Authorizing Lease of Village Real Estate. Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

RESOLUTIONS

Resolution R-55-10 -Resolution Authorizing Execution of Agreement with Cook County Department of Public Health for Environmental Health Inspection Services. Motion by Blatzer, seconded by Miklos, to adopt said Resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

Resolution R-56-10 - Resolution Accepting and Awarding Contract for State Street Water Main Project. Motion by Blatzer, seconded by Stapleton, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

Resolution R-57-10 -Resolution Accepting and Awarding Contract for Warner Avenue Water Main Project. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

Stapleton Trustee Stapleton reported that the Village's Complete Count Committee received an award from the Census because the Chicago area exceeded other areas of the U.S. in return of printed census forms.
A Presidents' Choice Award was also received from the Arts Alliance Illinois and the Illinois Municipal League for providing, supporting and encouraging public art.
The Art & Culture Commission is holding an Arts Festival on Saturday, October 2 in the Aldi & Jewel plazas. Evening musical entertainment will take place at 3 downtown businesses.

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

Clerk Smollen announced that the next item on the Agenda would be a motion made and tabled at the Board meeting of September 13, 2010 to reconsider **Ordinance O-59-10, an Ordinance Approving Special Use for Outdoor Recreation (Heritage Quarries Scuba Diving).**

Mayor Reaves called for a Motion to take the matter from the table. Hearing none, Mayor directed the Clerk to read the next item.

The Clerk announced the next item on the Agenda: a motion made and tabled at the Board meeting of September 13, 2010 to reconsider **Ordinance O-58-10, an Ordinance Amending the Zoning Map from R-1 to B-4 for Property Located Between Great Lakes Quarries and the I & M Canal.**

Mayor Reaves called for a motion to take the matter from the table.

The applicant and owner were present and in response to a question from the Village Attorney confirmed

that, in light of the Board's action to not reconsider denial of the special use, they desired to retain the R-1 zoning and that the zoning not be changed to B-4.

Motion by Blatzer, seconded by Miklos to take reconsideration of Ordinance O-58-10 from the table. Voice vote: 6 ayes. Motion passed.

Mayor Reaves announced that the Motion to reconsider Ordinance O-58-10 was on the floor for discussion. Hearing no debate, Clerk Smollen called the roll on the Motion to Reconsider Ordinance O-58-10: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniowski; ayes. Motion passed.

Mayor Reaves announced that the Board was now reconsidering the previously made motion to approve Ordinance O-58-10 which was now on the floor for discussion. Hearing no debate, Clerk Smollen called the roll on the reconsidered motion to approve Ordinance O-58-10: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniowski; nays. Motion not passed. The Village attorney stated that the result of this is that the zoning will remain R-1 for the Property Located Between the Great Lakes Quarries and the I & M Canal.

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Miklos, seconded by Stapleton, to adjourn the meeting at 7:24 p.m. Voice vote: 6 ayes. Motion passed.

Committee of the Whole

October 18, 2010

7:00 p.m.

A meeting of the Village of Lemont Committee of the Whole was held on Monday October 18, 2010 in the Board Room of the Village Hall at 418 Main Street in Lemont, Illinois.

CALL TO ORDER

Mayor Reaves called the meeting to order at 7:00 p.m. and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Debbie Blatzer, Cliff Miklos, Rick Sniegowski. Trustee Jeanette Virgilio was not present at beginning of meeting but arrived at 7:15.

Also present were Village staff members Ben Wehmeier, Ralph Pukula, James Brown, Charity Jones, Ed Buettner, Commander Dan Tully, Mark LaChappell and Village Attorneys Dan Blondin and Jeffery Stein

DISCUSSION ITEMS

Discussion of Annexation and Rezoning NW Corner McCarthy & Bell Road (Rymek) and Discussion of Annexation and Rezoning SW Corner McCarthy & Bell (Preferred Palos, LLC)

The first two items on the agenda were discussed together due to their close proximity to one another and many of the issues are relevant to both petitions. Mayor Reaves began the discussion giving a brief overview of the situation in the area. At the public hearing in front of the P&Z Commission, there were concerns among neighbors about having commercial in this area. Long-range plans for the County show Bell Road near these parcels being 5 lanes because of the high traffic count. Housing projections shows more growth in the southwest suburbs, and there will be a demand for commercial here. In addition, Palos Park has made aggressive moves to secure property in this area. Mid Iron Golf Club, a 30 acre property located on Bell Road north of Glens of Connemara has petitioned to join Palos Park. The Village is looking to annex these pieces of property partly to secure Lemont's borders, even though development is likely a few years away. Mayor Reaves stated that he reached out to the Mayor Palos Park on this issue, and he confirmed it is the intent of Palos Park to secure property in this area for future commercial development. The comprehensive and annexation plans for Palos Park also shows the area as a future commercial corridor for Palos Park. Mayor Reaves also said that he would be meeting with property owners in the area to discuss the issues at hand, as these properties should be in Lemont because of our utilities being nearby.

Ms. Jones gave a brief overview of the proposal and the discussion at the Planning & Zoning Commission. The petitioner is looking for annexation, rezoning to B-3 commercial on the SW portion and R-4 and B-3 on the northwest portion. The Committee voted to recommend the residential zoning but not commercial on the NW corner. And they voted not to recommend the rezoning for the SW portion altogether. The Committee voted not to recommend the rezoning and special use primarily because there was no site plan given. On the SW Corner property, Matt Klein is requesting a guaranteed time period in which the Village could not change the zoning of the property. The majority of the Board agreed that a 10 year period would be appropriate.

There was concern over giving zoning without a site plan. Trustee Stapleton stated that this has been done in the past in order to secure the Village's borders, as was the case with Sam Caliss' property in the nearby area. Mr. Brown also stated that although the zoning would be granted, the petitioner would still be bound by a rather strict zoning ordinance for both the commercial and residential zoning. In addition, any development would be required to come in under a Planned Unit Development (PUD) which would give the Board control over approvals anyway.

Trustee Chialdikas had some questions about the viability of commercial for the area. The petitioner stated that the traffic counts on Bell Road and future growth in the area make the area viable for commercial.

Rich Rymek, the petitioner for the NW property discussed the plans for his site. Preliminary thought for the residential would be similar in layout and construction of Kensington Estates, but with larger lot sizes. He stated that the minimum lot size would be 14,500 square feet with some closer to 27,000 square feet. The commercial portion would be something smaller in nature, as there is only approximately 1.7 acres available. Trustee Sniegowski brought up the ROW that would be needed for Bell Road when it expands to five lanes may make it even smaller.

There was more discussion on the appropriateness of commercial in this area, with surround residential on large acre lots in the vicinity. Trustee Chialdikas stated that the Village already has a number of vacant retail and adding more to the Village would only worsen the problem.

Township Supervisor Steve Rosendahl was in attendance as well. He stated that he is concerned with approving commercial at this location as well, as many of the Township residents in the area are opposed to commercial.

There was more discussion on the proximity of Palos Park to this area. Palos Park currently has utilities out to Holy Family Villa at McCarthy and Will Cook Road. The properties up for approval are listed on Palos Park's annexation plan. Palos Park would be looking to annex these parcels along with others in the area to capitalize on sales tax, and the Village would still carry the burden of servicing the general area with general services.

The majority of the board was in favor of the annexation and rezoning of the properties. The item will be up in front of the Village Board at the next Board Meeting.

Discussion of Proposed Outdoor Storage Use – Bily Property (Full Circle Group)

Mark Hannah of Full Circle Group has been negotiating to purchase the Bily junkyard. He has inquired about the possibility of rezoning the property and receiving special use approval for outdoor storage, mainly container storage and aggregate. The petitioner wanted a general feeling from the Board on whether or not this use would be appropriate for this site. Mayor Reaves stated that he is not sure outdoor storage is what the Village Board had in mind for this property, especially since it is in a newly created TIF District. Although this use would clean up the site, financially it doesn't work since it doesn't create increment in the TIF District. The Mayor stated that there are other proposals right now for this site and it would be best to wait and see if anything else comes to fruition in the near future before going forward with this type of use. The Board agreed with Mayor Reaves.

Presentation on Proposed Improvements in Recreation Bowl by Lemont Little League

The main organizer for the Lemont Little League was in attendance to discuss improvements to the Village owned Castle Bowl ball fields, and a possible agreement with the Village on exclusive scheduling

rights for the facility for the group. The Lemont Little League has put in close to \$15,000 over the years in improving the field at its own expense and the Little league would like the ability to schedule games on the site. They would still open it up to all groups in town, and would not charge a fee. The ability to schedule would allow them to get more groups involved while organizing it better. The Board did not have an issue with request. Staff would be drafting a memo of understanding and working with the Little League.

Open Meetings Law Change – Conduct of Local Meetings

Mr. Stein gave a brief update on the Open Meetings Act Law change that will go into effect January 1st, 2011. Beginning January 1, any person who wishes to speak at a public meeting may do so in conjunction with rules passed by the Village Board. Village council will be drafting an ordinance in the near future outlining these specific rules. The Village Board already complies with many of these rules; the ordinance will just memorialize it better and give the Mayor options on allowing public comment.

Neighborhood Watch on Wheels

Mr. Pukula brought up a new program the Public Works Department will be implementing called Neighborhood Watch on Wheels. The goal of the program is to assure Lemont residents that the Public Works Department will be aware of happenings in the Village during the daytime and will report any issues immediately to the Police Department. More information will come out on the program as it gets implemented. Mayor Reaves stated that the program is a good idea for an overall goal of community policing in reducing incidents around the Village.

NEW BUSINESS

Mr. Brown brought up two facade grant applications that have been reviewed. One is for 113 Stephen Street (Nail Academy) and the other was for Nick's Tavern. Both of the applications meet the requirements for the grant and will be up for approval at a Village Board Meeting in the near future.

Ms. Jones brought up a fence variation that will be in front of the Planning & Zoning Commission next month. Timing wise, it will be difficult to get the fence up before the winter if the item has to come to a COW. The question is whether or not the Board is comfortable with the request to go immediately in front of the Village Board after the P&Z instead in front of a COW. The majority of the Board stated they would rather discuss at a COW before voting on it.

There was general discussion on the ongoing issue of the 1st and 4th Street connections. The Village will be hosting a town hall meeting to discuss the issues at hand and come up with a plan. The meeting will be Monday November 8th from 6:00 pm to 8:00 pm. All residents in the area will be invited to attend.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 9:15 PM

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



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

Proclamation

WHEREAS, on March 20, 1983, Jean M. Nona was appointed to the Office of Treasurer of the Village of Lemont; and

WHEREAS, as Village Treasurer and Chief Finance Officer, Jean M. Nona has diligently administered the finances of the Village of Lemont, skillfully managed funds and accounts, prepared balanced budgets, supervised annual audits, prepared payroll, paid the bills and filed countless reports for the past 27 years; and

WHEREAS, through Jean M. Nona's efforts as Village Treasurer and Chief Finance Officer, the Village of Lemont has received awards for the past three consecutive years from the Government Finance Officers Association for excellence in financial reporting; and

WHEREAS, Jean M. Nona has gained the respect of both elected officials and fellow employees for her considerable abilities, her unfailing integrity, and her infectious good humor; and

WHEREAS, on October 29, 2010, Jean M. Nona will officially close her account books, lay down the pen that has paid the bills and signed the checks for 27 years, and begin a new chapter in her life.

NOW THEREFORE I, BRIAN K. REAVES, Mayor, on behalf of the Village Board and the entire community of Lemont, hereby extend our sincere admiration and appreciation to Jean M. Nona for 27 years of dedication and commitment to the Village of Lemont and send with her our very best wishes for a long, happy and healthy retirement.

Dated at Lemont this 25th day of October, 2010

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



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

WHEREAS, in the year of our Lord 1980, the newly formed Polish Club of Lemont recognized the importance of preserving and protecting their ancestral heritage for the generations to come; and

WHEREAS, the Polish Club was instrumental in forming and opening John Paul II Polish Language School to provide instruction in Polish language, culture, customs and traditions for young people of Polish ancestry; and

WHEREAS, since 1980, John Paul II Polish Language School has expanded to its present locations in Lemont and Romeoville with a combined student enrollment of more than 500 students, and for the past 30 years has been dedicated to educating Polish youth, keeping alive the language and cultural contribution of the Polish community in our nation and in the community of Lemont.

WHEREAS, in the year 2010, John Paul II Polish Language School is celebrating the 30th anniversary of its founding.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor, on behalf of the Village Board and the entire community of Lemont hereby extend our heartiest congratulations to the administration, faculty and the students past and present of John Paul II Polish Language school, and call upon the community to join in celebration of the 30th anniversary of the founding of John Paul II Polish Language School.

Dated at Lemont this 1st day of October, 2010.

BRIAN K. REAVES, Mayor

CHARLENE SMOLLEN, Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #123-10
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

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

DATE: October 20, 2010

SUMMARY

Matthew Klein, agent acting on behalf of Preferred Palos, LLC, owner of the subject property, has requested annexation to the Village, rezoning to the B-3, Arterial Commercial zoning district, and a special use for two drive-throughs. The Committee of the Whole reviewed this request on October 18, 2010.

ANNEXATION AGREEMENT

Village staff employs a template annexation agreement that contains the Village's usual standards for such agreements. The applicant in this case requested some amendments to the standard language. Staff worked with the applicant to include changes that address the applicant's concerns, while protecting the Village's interests. Below is a summary of the deviations from the standard annexation agreement:

- *Zoning guarantees.* Typically, zoning is required to revert to R-1 after one year, if no final plan has been approved. This clause has been deleted, based on the understanding that the property will not be developed for several years. Additionally, a clause has been added that the Village will not seek rezoning of the property without the owner's consent for a period of 10 years.
- *Financing of utility extensions.* The site is currently not served by Village utilities and will require an extension of infrastructure. Typically, the annexation agreement template includes a broad statement that all utility extension costs shall be borne by the petitioner. In this case, the Village has agreed to coordinate the payment of the utility extension costs by all the properties that would be benefited by the utility extension, not just this petitioner.

BOARD ACTION

Conduct a public hearing on the proposed annexation agreement, and if prepared, vote on the attached ordinances.

ATTACHMENTS

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

ORDINANCE NO. _____

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

(Preferred Development)

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

THIS ___ DAY OF _____, 2010

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this _____
day of _____, 2010.**

ORDINANCE NO. _____

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

(Preferred Development)

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

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

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

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

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

Section 1. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "Preferred Development Annexation Agreement," a copy of which is attached hereto and made a part hereof.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS ____ DAY OF _____, 2010.

	<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 ____ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PREFERRED DEVELOPMENT ANNEXATION AGREEMENT

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

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XV	Continuity of Obligations
XVI	No Waiver or Relinquishment of Right to Enforce Agreement
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XIX	Section Headings and Subheadings
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XXVII	Reimbursement to Village for Legal and Other Fees / Expenses <ul style="list-style-type: none">▪ To Effective Date of Agreement▪ From and After Effective Date of Agreement
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XXIX	Execution of Agreement
<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description
B	Plat of Annexation, prepared by _____ and dated _____

ANNEXATION AGREEMENT

1
2
3 **THIS ANNEXATION AGREEMENT**, is made and entered into this ___ day of
4 _____, 2010, between the Village of Lemont, a municipal corporation of the Counties of
5 Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as "the VILLAGE") and
6 Preferred-Palos, LLC (hereinafter referred to as "OWNER/DEVELOPER"). The Village and
7 OWNER/DEVELOPER are hereinafter sometimes referred to individually as a "Party" and
8 collectively as the "Parties"; and,
9

10 **WHEREAS**, OWNER/DEVELOPER is the owner of record of the real estate
11 (hereinafter referred to as the "TERRITORY "), the legal description of which is attached hereto
12 as Exhibit A and by this reference made a part hereof; and,
13

14 **WHEREAS**, the OWNER/DEVELOPER filed a Petition for Annexation of the
15 TERRITORY to the VILLAGE (hereinafter, the "Petition") that requested annexation of the
16 TERRITORY subject to execution of an annexation agreement acceptable to the
17 OWNER/DEVELOPER and the VILLAGE; and,
18

19 **WHEREAS**, the TERRITORY has not been annexed to any municipality; and,
20

21 **WHEREAS**, the TERRITORY constitutes an area that is contiguous to and may be
22 annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et.
23 seq.; and,
24

25 **WHEREAS**, the OWNER/DEVELOPER and VILLAGE agree that they will be bound
26 by the terms of this Annexation Agreement; and,
27

28 **WHEREAS**, the VILLAGE would extend its zoning, building, health and other
29 municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE
30 from possible undesirable or inharmonious use and development of unincorporated areas
31 surrounding the VILLAGE; and,
32

33 **WHEREAS**, the new boundaries of the VILLAGE, resulting from this Annexation shall
34 extend to the far side of every highway and shall include all of every highway not already
35 annexed; and,
36

37 **WHEREAS**, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the
38 Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the
39 TERRITORY and various other matters; and,
40

41 **WHEREAS**, pursuant to the provisions of the Statute, the corporate authority of the
42 VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has
43 given notice of said hearing; and,
44

4 II

5
6 ANNEXATION
7

8 Subject to the provisions of Chapter 65, Article 5 Section 7 of the Illinois Municipal
9 Code, the parties hereto respectively agree to do all things necessary of appropriate to cause the
10 TERRITORY to be validly annexed to the VILLAGE as promptly as possible after execution of
11 this agreement.
12

13 The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "B". Said Plat
14 extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already
15 annexed and includes all of every highway within the TERRITORY so annexed. Upon adoption
16 of an ordinance annexing the TERRITORY to the VILLAGE, the Village Clerk shall cause a
17 copy of said ordinance and said Plat to be duly recorded with the Cook County Recorder, and
18 duly filed with the Cook County Clerk. The Village Clerk shall also send notice of annexation of
19 the TERRITORY to the Cook County Elections Department and the U.S. Post Office branch
20 serving the TERRITORY by certified or registered mail.
21

22
23 III

24 ZONING AND LAND USE RESTRICTIONS
25

26
27 Zoning & Development Plans. Upon the Annexation of the TERRITORY to the
28 VILLAGE, the parcel(s) shown on the Plat of Annexation attached as Exhibit "B" shall be
29 classified under the existing zoning ordinance, as amended, as B-3 Arterial Commercial District.
30 Prior to the date of this Agreement, such public hearings as are necessary to enable the
31 VILLAGE lawfully to grant said zoning classification as to the TERRITORY have been
32 conducted upon proper notice, and no further action need be taken by the
33 OWNER/DEVELOPER to cause the TERRITORY to be rezoned as B-3 once the TERRITORY
34 is annexed to the VILLAGE.
35

36 Upon the Annexation of the TERRITORY to the VILLAGE, the VILLAGE shall adopt an
37 ordinance granting a special use for two drive-throughs on the TERRITORY. Prior to the date
38 of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to
39 grant said special use have been conducted upon proper notice, and no further action need be
40 taken by the OWNER/DEVELOPER to cause the TERRITORY to be granted said special use.
41

42 Zoning Guarantee. The VILLAGE agrees that it will not seek to change the zoning of the
43 TERRITORY without the OWNER/DEVELOPER's consent for a period of ten (10) years.
44

1 Development Ordinance of the VILLAGE and final engineering plans approved by the
2 VILLAGE. The stormwater detention basin(s) and appurtenant structures is/are to be conveyed
3 to and owned by OWNER/DEVELOPER or OWNER'S ASSOCIATION as applicable.
4

5 Other Improvements. Unless otherwise approved as part of this agreement, the
6 OWNER/DEVELOPER agrees to construct and install at their expense all other improvements in
7 accordance with the requirements of the Unified Development Ordinance of the VILLAGE and
8 final engineering plans approved by the VILLAGE.
9

10 Financing of Utility Extensions. The OWNER/DEVELOPER shall be responsible for
11 any necessary extension of water and sewer facilities to service the TERRITORY. However, the
12 VILLAGE agrees to coordinate and subsequently adopt measures to ensure that the cost of the
13 utility extensions is shared among properties that will be served by such extensions (e.g. special
14 assessment, recapture, connection and user fees). At the request of the OWNER/DEVELOPER,
15 VILLAGE agrees to construct such improvement(s), provided the OWNER/DEVELOPER posts
16 sufficient funds with the VILLAGE for completion of such improvement(s). The VILLAGE is
17 not obligated to proceed with construction of water and sewer improvements without appropriate
18 financial securities in place to fund the entirety of the improvements.
19

20 V

21
22 **DEDICATION AND CONSTRUCTION OF STREETS**
23

24 Dedication and Acceptance of Streets. The OWNER/DEVELOPER shall design streets
25 within the TERRITORY in compliance with the standards of the VILLAGE Unified
26 Development Ordinance for local streets. Any interior streets within the TERRITORY when
27 developed shall be owned and maintained by the OWNER/DEVELOPER. Said streets shall be
28 constructed in accordance with the final engineering plans approved by the Village.
29

30 Any street right-of-way not already dedicated at the time of annexation shall be dedicated
31 at the time of final plat, PUD final plan/plat, or other final engineering approval. The Village
32 shall accept the dedication of said street right-of-way and approve or accept the construction of
33 streets and sidewalks upon the completion by the OWNER/DEVELOPER of said improvements
34 in accordance with the Village's construction standards and Unified Development Ordinance, as
35 modified by the Agreement. Acceptance of public streets and sidewalks by the Village shall be
36 evidenced by a corporate resolution. All private streets and walkways shall be approved by the
37 Village Engineer and shall remain the property of the OWNER/DEVELOPER.
38

39 It is understood that in constructing the streets and sidewalks the OWNER/DEVELOPER shall
40 post a letter of credit after which the OWNER/DEVELOPER may proceed to construct said
41 streets. The final wearing surface shall not be installed until a period of nine (9) months after
42 installation of the base or until construction traffic has generally ceased on any street, whichever
43 is later. Upon installation of the base, the letter of credit may be reduced to an amount sufficient
44 to cover the work yet to be performed (with applicable multiplier), plus the amount of the
45 maintenance bond. Upon completion of all public improvements, and after acceptance by the

1 Village Board, the letter of credit shall be released; however, the OWNER/DEVELOPER shall
2 be responsible for correcting deficiencies in material and equipment for a period of two (2) years
3 after acceptance to secure that obligation. The OWNER/DEVELOPER shall post for a period of
4 two (2) years thereafter, a maintenance bond or other security to cover possible repairs to said
5 streets. After completion of the construction and acceptance of any street, and if construction
6 traffic of the OWNER/DEVELOPER continues to utilize that street, the OWNER/DEVELOPER
7 shall be responsible for keeping the street free from construction debris and for repair of damages
8 to the street caused by the OWNER/DEVELOPER's construction traffic. Except as otherwise
9 provided herein, after dedication of any street right-of-way, the VILLAGE shall enforce traffic
10 and other regulations as to the street right-of-way. Except as otherwise provided herein, after
11 acceptance of the construction of any public street within the TERRITORY, the VILLAGE shall
12 provide for street cleaning, snow removal, refuse collection, and other maintenance thereon. All
13 deliveries of construction supplies or materials shall be restricted to certain streets or temporary
14 haul roads designated by the VILLAGE.

15
16 Debris. The OWNER/DEVELOPER shall be required to keep all streets within and
17 adjoining the TERRITORY free from mud and debris generated by any new construction activity
18 on the TERRITORY.

19
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21 VI
22
23 **CONSTRUCTION OF OTHER IMPROVEMENTS**

24
25 The construction and installation of the public improvements to be done by
26 OWNER/DEVELOPER may be commenced at any time after the OWNER/DEVELOPER
27 received a site development permit from the VILLAGE and has delivered to the VILLAGE an
28 irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution
29 approved by, the VILLAGE in the amount of 115% of the OWNER/DEVELOPER Engineer's
30 estimate of the cost of construction and installation of all such public improvements as approved
31 by the VILLAGE Engineer, including all required lighting, sidewalks, landscaping, street trees,
32 sewer and water lines and storm water management facilities, . At no time shall the Letter of
33 Credit funds be utilized by the OWNER/DEVELOPER for the future payment of contractors,
34 materials, salaries and wages, and the like. The VILLAGE makes no guarantees regarding the
35 timely reduction of said Letter of Credit and therefore should not be used for time-sensitive
36 payment purposes; however, the VILLAGE agrees to release or reduce such Letter of Credit
37 within a reasonable time period following OWNER/DEVELOPER's request. At the
38 OWNER/DEVELOPER's request the VILLAGE shall specify any basis for delay in such release
39 or reduction. The VILLAGE Engineer may, in his/her discretion, recommend the amount of said
40 letter of credit to be reduced, from time to time, as major public improvements are completed,
41 upon approval of the VILLAGE Board.

42
43 After the execution of this agreement and prior to final plan approval for any phase of
44 development, the OWNER/DEVELOPER, at its option and sole risk, may commence extension
45 of utilities and mass grading. Prior to any grading of the Property, the OWNER/DEVELOPER

1 shall submit for VILLAGE approval, a mass grading plan and soil erosion and sediment control
2 plan that adhere to the provisions of Article IV (Site Development) of the Unified Development
3 Ordinance. OWNER/DEVELOPER waives any and all claims it may have to assert a “vested
4 rights” claim or lawsuits against the VILLAGE as a result of expenditures made in the
5 performance of grading or other improvements to the Property allowed hereunder prior to final
6 engineering approval in the event final engineering requires revision to work already performed.
7 Any such work and expenditures are done at the risk of the OWNER/DEVELOPER knowing
8 that final plan approval may be delayed or change final grading and utility plans. In conjunction
9 with the VILLAGE’S approval of any mass grading, OWNER/DEVELOPER shall file with the
10 VILLAGE a letter of credit to secure seeding and restoration of the site in accordance with the
11 mass grading plan.
12
13

14 The OWNER/DEVELOPER, at the OWNER/DEVELOPER’s own cost, agrees to
15 provide the VILLAGE “as built”, engineering plans and specifications upon substantial
16 completion of the public improvements or at the request of the VILLAGE Engineer but in no
17 event later than the time required by the Unified Development Ordinance as amended.
18

19 Any public improvements contemplated herein shall, upon acceptance thereof by the
20 VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities
21 now in existence or hereinafter constructed and VILLAGE thereafter agrees to maintain said
22 public improvements. Acceptance of said public improvements shall be by resolution of the
23 President and Board of Trustees only after the VILLAGE Engineer or VILLAGE Engineer
24 Consultant has issued his Certificate of Inspection affirming the improvements have been
25 constructed in accordance with approved Engineering Plans and Specifications.
26 OWNER/DEVELOPER agrees to convey by appropriate instrument and VILLAGE agrees to
27 promptly accept, subject to terms hereof, the public improvements constructed in accordance
28 with the Approved Engineering Plans and Specifications.
29

30 The OWNER/DEVELOPER agrees not to let debris or excessive construction waste
31 accumulate on the TERRITORY.
32
33

34 VII

35 MAINTENANCE OF PUBLIC IMPROVEMENTS & COMMON AREAS

36 Owners Guarantee. The OWNER/DEVELOPER hereby guarantees the prompt and
37 satisfactory correction of all defects and deficiencies in the improvements that occur or become
38 evident within two years after approval and any approval or acceptance of the improvements by
39 the VILLAGE pursuant to this agreement. If any defect or deficiency occurs or becomes evident
40 during the two year period, then the OWNER/DEVELOPER shall, after ten days’ prior written
41 notice from the VILLAGE (subject to Force Majeure), correct it or cause it to be corrected. In
42 the event any improvement is repaired or replaced pursuant to the demand of the VILLAGE, the
43
44

1 Guarantee provided in this Section VII shall be extended, as to the repair or replacement, for two
2 full years from the date of the repair or replacement.
3

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

23 If an owners' association is established and assumes responsibility for any public
24 improvements and/or common areas within the TERRITORY, the owners' association shall, at
25 its sole cost and expense, maintain the improvements and areas without any modification, except
26 as specifically approved by the VILLAGE, in a first-rate condition at all times. In the event the
27 VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the owners'
28 association is not adequately maintaining, or has not adequately maintained, any improvement or
29 area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have
30 the right, but not the obligation, after ten days' prior written notice to the owners' association, to
31 enter on any or all of the TERRITORY for the purpose of performing maintenance work on any
32 affected improvement or area. In the event that the VILLAGE shall cause to be performed any
33 work pursuant to this Section VII the VILLAGE shall have the right (i) to assess the membership
34 of the owners' association for that work, (ii) to file a lien against the property of the owners'
35 association or the property of any member failing to pay the assessment, and (iii) to enforce the
36 lien in the manner provided by law for mortgage foreclosure proceedings.
37

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

1 workmanship within said period, then said security shall not be returned until correction of said
2 defect and acceptance by the VILLAGE of said corrections.
3
4

5 **VIII**
6

7 **DAMAGE TO PUBLIC IMPROVEMENTS**
8

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

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16 **IX**
17

18 **EASEMENTS AND UTILITIES**
19

20 The OWNER/DEVELOPER agrees to grant to the VILLAGE, and/or obtain grants to the
21 VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities,
22 including cable television, or for other improvements, subject to the provisions of the Unified
23 Development Ordinance which may serve not only the TERRITORY, but other TERRITORY in
24 the general area, if requested by the VILLAGE in the future.
25

26 All such easements to be granted shall name the VILLAGE and/or other appropriate
27 entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the
28 OWNER/DEVELOPER to obtain all easements, both on site and off site, necessary to serve the
29 TERRITORY.
30

31 The OWNER/DEVELOPER shall provide evidence of easement or right of way
32 necessary for the utility extension to the TERRITORY prior to PUD final plan/plat approval.
33 The OWNER/DEVELOPER shall submit a title commitment from Chicago Title Insurance
34 Company, or any other licensed title company, naming the VILLAGE as party to insured to
35 guarantee an easement for public utilities from the existing point of connection to the
36 TERRITORY.
37

38 All electricity, telephone, cable television and gas lines shall be installed underground,
39 the location of which underground utilities shall be at the OWNER/DEVELOPER's option, upon
40 approval of the respective utility company.
41

42
43 **X**
44

45 **APPROVAL OF PLANS**

1
2 The VILLAGE agrees to expeditiously take action to approve or disapprove all plats,
3 plans, and engineering submitted to VILLAGE by the OWNER/DEVELOPER. If the VILLAGE
4 shall determine that any such submission is not in substantial accordance with this Agreement
5 and applicable ordinances, the VILLAGE shall promptly notify the OWNER/DEVELOPER in
6 writing of the specific objection to any such submission so that the OWNER/DEVELOPER can
7 make any required corrections or revisions.
8

9
10 **XI**

11
12 **BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND**

13
14 This Agreement shall be binding upon and insure to the benefit of the parties hereto,
15 successor OWNERS of record of the TERRITORY, assignees, lessees, and upon any successor
16 municipal authorities of said VILLAGE and successor municipalities, for a period of 20 years
17 from the date of execution hereof.
18

19 The terms and conditions of this Agreement relative to the payment of monies to the
20 various VILLAGE recapture funds, contributions to the VILLAGE construction and/or
21 dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-
22 of-way to the VILLAGE and the development standards established herein shall constitute
23 covenants which shall run with the land.
24

25 It is further agreed that any party to this Agreement, either in law or in equity, by suit,
26 action, mandamus, or other proceeding may enforce or compel the performance of this
27 Agreement, or have other such relief for the breach thereof as may be authorized by law or that
28 by law or in equity is available to them.
29

30
31 **XII**

32 **NOTICES**

33
34 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
35 and shall be personally delivered to or mailed by United States Postal Service certified mail,
36 postage prepaid and return receipt requested, as follows:
37
38

39
40 For the VILLAGE:

41
42 Village President
43 418 Main Street
44 Lemont, IL 60439
45

1 and

2
3 Village Clerk
4 418 Main Street
5 Lemont, IL 60439
6

7 and

8
9 Village Administrator
10 418 Main Street
11 Lemont, IL 60439
12

13 For OWNER/DEVELOPER:

14
15 Preferred Development
16 141 W. Jackson, 35th floor
17 Chicago, IL 60604
18

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

19 Or such other addresses that any party hereto may designate in writing to the other parties
20 pursuant to the provisions of this Section.
21

22
23 **XIII**

24 **SECURITY INTERESTS**
25

26
27 The OWNER/DEVELOPER shall provide the VILLAGE with written approval(s)
28 satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest,
29 affecting title to the TERRITORY or any part thereof so that this agreement shall be superior to
30 any such mortgage, lien, or other security interest and the OWNER/DEVELOPER shall provide
31 same to the VILLAGE prior to execution and recording of this agreement; and
32

33 If there are no mortgages, liens, or other security interests affecting title to the
34 TERRITORY or any part thereof, then the OWNER/DEVELOPER shall affirmatively state so in
35 said Petition(s) for Annexation.
36
37

38 **XIV**
39

40 **WARRANTIES AND REPRESENTATIONS**
41

42 The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:
43

44 That Preferred-Palos, LLC identified on page 1 hereof is the OWNER/DEVELOPER as
45 legal title holder; and

1
2 That the OWNER/DEVELOPER proposes to develop the TERRITORY in the manner
3 contemplated under this Agreement; and
4

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

8 That the OWNER/DEVELOPER has provided the legal description of the TERRITORY
9 set forth in this Agreement and the attached exhibits and that said legal description and exhibits
10 are accurate and correct.
11

12
13 **XV**

14
15 **CONTINUITY OF OBLIGATIONS**
16

17 Notwithstanding any provisions of this Agreement to the contrary, including but not
18 limited to the sale and/or conveyance of all or any part of the TERRITORY by the
19 OWNER/DEVELOPER, the OWNER/DEVELOPER shall at all times during the term of this
20 Agreement remain liable to VILLAGE for the faithful performance of all obligations imposed
21 upon them by this Agreement until such obligations have been fully performed or until
22 VILLAGE, at its sole option, has otherwise released OWNER/DEVELOPER and from any or all
23 of such obligations.
24

25 **XVI**

26
27 **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT**
28

29 Failure of any party to this Agreement to insist upon the strict and prompt performance of
30 the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other
31 party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's
32 right thereafter to enforce any such term, covenant, agreement or condition, but the same shall
33 continue in full force and effect.
34

35
36 **XVII**

37
38 **VILLAGE APPROVAL OR DIRECTION**
39

40 Where VILLAGE approval or direction is required by this Agreement, such approval or
41 direction means the approval or direction of the Corporate Authorities of the VILLAGE unless
42 otherwise expressly provided or required by law, and any such approval may be required to be
43 given only after and if all requirements for granting such approval have been met, unless such
44 requirements are inconsistent with this Agreement.
45

1
2 **XVIII**

3
4 **SINGULAR AND PLURAL**

5
6 Wherever appropriate in this Agreement, the singular shall include the plural, and the
7 plural shall include the singular.
8

9
10 **XIX**

11 **SECTION HEADINGS AND SUBHEADINGS**

12
13 All section headings or other headings in this Agreement are for general aid of the reader
14 and shall not limit the plain meaning or application of any of the provisions thereunder whether
15 covered or relevant to such heading or not.
16
17

18
19 **XX**

20 **RECORDING**

21
22 A copy of this Agreement and any amendments thereto shall be recorded by the
23 VILLAGE at the expense of the OWNER/DEVELOPER within 30 days after the execution
24 hereof.
25
26

27
28 **XXI**

29 **AUTHORIZATION TO EXECUTE**

30
31 The President and Clerk of the VILLAGE hereby warrant that they have been lawfully
32 authorized by the VILLAGE Board of the VILLAGE to execute this Agreement. The
33 OWNER/DEVELOPER and VILLAGE shall, upon request, deliver to each other at the
34 respective time such entities cause their authorized agents to affix their signatures hereto copies
35 of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other
36 documents required to legally evidence the authority to so execute this Agreement on behalf of
37 the respective parties.
38
39

40
41 **XXII**

42 **AMENDMENT**

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

8
9 **XXIII**

10 **COUNTERPARTS**

11
12
13 This Agreement may be executed in two or more counterparts, each of which taken
14 together, shall constitute one and the same instrument.

15
16
17 **XXIV**

18 **CURING DEFAULT**

19
20
21 It is understood by the parties hereto that time is of the essence of this Agreement. The
22 parties to this Agreement reserve a right to cure any default hereunder within fifteen (15) days
23 from written notice of such default.

24
25
26 **XXV**

27 **CONFLICT BETWEEN THE TEXT AND EXHIBITS**

28
29
30 In the event of a conflict in the provisions of the text of this Agreement and the Exhibits
31 attached hereto, the text of the Agreement shall control and govern.

32
33
34 **XXVI**

35 **SEVERABILITY**

36
37
38 If any provision of this Agreement is held invalid by a court of competent jurisdiction or
39 in the event such court shall determine that the VILLAGE does not have the power to perform
40 any such provisions, such provision shall be deemed to be excised here from and the invalidity
41 thereof shall not affect any of the other provisions contained herein, and such judgment or decree
42 shall relieve the VILLAGE from performance under such invalidity thereof shall not affect any of
43 the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE
44 from performance under such invalid provision of this Agreement.

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XXVII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

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

all attorney's fees incurred by the VILLAGE; and

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

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

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

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

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

The OWNER/DEVELOPER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the

1 approval of the VILLAGE, which approval shall not be unreasonable withheld; and
2

3 If the Village, in its sole discretion, determines there is or may probably be, a
4 conflict of interest between the VILLAGE and the OWNER/DEVELOPER, on an issue of
5 importance to the VILLAGE having a potentially substantial adverse affect on the VILLAGE,
6 then the VILLAGE shall have the option of being represented by its own legal counsel. In the
7 event the VILLAGE exercises such option, then the OWNER/DEVELOPER shall reimburse the
8 VILLAGE from time to time on written demand from the President of the VILLAGE and notice
9 of the amount due for any expenses, including but not limited to court costs, reasonable
10 attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in
11 connection therewith. The obligation of the OWNER/DEVELOPER to reimburse the VILLAGE
12 under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought
13 within one (1) year from the date of the annexation of the TERRITORY and further, such
14 obligation of reimbursement shall not apply if such legal proceedings are based upon alleged
15 errors, omissions or unlawful conduct of the VILLAGE and not the OWNER/DEVELOPER.
16

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

LENDER CONSENT

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

By: _____

DRAFT

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XXIX

EXECUTION OF AGREEMENT

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

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

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER/DEVELOPER
Preferred-Palos, LLC

By: _____

NOTARY CERTIFICATES

1
2
3 **STATE OF ILLINOIS)**

4) SS

5 **COUNTY OF COOK)**
6

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

17
18 GIVEN under my hand and official seal, this _____ day of _____, 20____

19
20
21 _____
22 Notary Public
23

24
25 My commission expires on _____, 20____.
26
27

28 **STATE OF _____)**

29) SS

30 **COUNTY OF _____)**
31

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

37
38 GIVEN under my hand and official seal, this _____ day of _____, 20____

39
40 My commission expires on _____, 20____.
41
42

43 _____
44 Notary Public
45

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(Preferred Development)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ____ DAY OF _____, 2010**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this ____ day of
_____, 2010.**

ORDINANCE NO. _____

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

(Preferred Development)

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

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

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

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

SECTION 1: That the subject property (PIN 22-26-401-032-000), being accurately described and depicted on the map attached hereto as Exhibit "A" is hereby annexed to the Village of Lemont, county of Cook, DuPage, and Will, Illinois.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS, on this ____ day of _____, 2010.

	<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 ____ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

PLAT OF ANNEXATION

Unavailable at this time – to be provided.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(Preferred Development)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ____ DAY OF _____, 2010**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this ____ day of _____, 2010.**

ORDINANCE NO. _____

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

(Preferred Development)

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this ____ day of _____, 2010.

	<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 ____ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Plat of Survey

Unavailable at this time – to be provided.

Exhibit B

Findings of Fact

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

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(Preferred Development)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ____ DAY OF _____, 2010**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this ____ day of _____, 2010.**

ORDINANCE NO. _____

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

(Preferred Development)

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this ____ day of _____, 2010.

	<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 ____ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Plat of Survey

Unavailable at this time – to be provided.

Exhibit B

Findings of Fact

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



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #124-10
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

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

DATE: October 20, 2010

SUMMARY

Rich Rymek, agent acting on behalf of the owners of the subject properties, has requested annexation to the Village, rezoning to the B-3, Arterial Commercial zoning district for an approximately 1.7 acre portion of the subject property immediately adjacent to the intersection of McCarthy & Bell Road, and rezoning to the R-4, Single-Family Detached Residential zoning district for the remainder of the subject property. The Committee of the Whole reviewed this request on October 18, 2010.

ANNEXATION AGREEMENT

Village staff employs a template annexation agreement that contains the Village's usual standards for such agreements. The applicant in this case requested some amendments to the standard language. Staff worked with the applicant to include changes that address the applicant's concerns, while protecting the Village's interests. Below is a summary of the deviations from the standard annexation agreement:

- *Zoning guarantees.* Typically, zoning is required to revert to R-1 after one year if no final plan has been approved. This clause has been deleted, based on the understanding that the property will not be developed for several years. Additionally, a clause has been added that the Village will not seek rezoning of the property without the owner's consent for a period of 10 years.
- *Financing of utility extensions.* The site is currently not served by Village utilities and will require an extension of infrastructure. Typically, the annexation agreement template includes a broad statement that all utility extension costs shall be borne by the petitioner. In this case, the Village has agreed to coordinate the payment of the utility extension costs by all the properties that would be benefited by the utility extension, not just this petitioner.

BOARD ACTION

Conduct a public hearing on the proposed annexation agreement, and if prepared, vote on the attached ordinances.

ATTACHMENTS

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

ORDINANCE NO. _____

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

(R/J Rymek & Co.)

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

THIS ___ DAY OF _____, 2010

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this ___
day of _____, 2010.**

ORDINANCE NO. _____

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

(R/J Rymek & Co.)

WHEREAS, _____ (hereinafter referred to as the "Petitioner") are the owners of property covering approximately 8.7 acres located at the northwest corner of the intersection of McCarthy Road and Bell Road (PINs# 22-26-201-006 and 22-26-201-011) hereinafter referred to as "the subject property"; and

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

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

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

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

Section 1. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "NW Corner of McCarthy & Bell Annexation Agreement," a copy of which is attached hereto and made a part hereof.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS ____ DAY OF _____, 2010.

	<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 ____ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

1 **NW CORNER McCARTHY & BELL ANNEXATION AGREEMENT**

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

1	XIV	Security Interests
2		
3	XV	Warranties and Representations
4		
5	XVI	Continuity of Obligations
6		
7	XVII	No Waiver or Relinquishment of Right to Enforce Agreement
8		
9		
10	XVIII	Village Approval or Direction
11		
12	XIX	Singular and Plural
13		
14	XX	Section Headings and Subheadings
15		
16	XXI	Recording
17		
18	XXII	Authorization to Execute
19		
20	XXIII	Amendment
21		
22	XXIV	Counterparts
23		
24	XXV	Curing Default
25		
26	XXVI	Conflicts between the Text and Exhibits
27		
28	XXVII	Severability
29		
30	XXVIII	Reimbursement to Village for Legal and Other Fees / Expenses
31		
32		▪ To Effective Date of Agreement
33		▪ From and After Effective Date of Agreement
34		
35	XXIX	Lender Consent
36		
37	XXX	Execution of Agreement
38		
39		
40	<u>EXHIBIT</u>	<u>TITLE</u>
41		
42	A	Legal Description
43		
44	B	Plat of Annexation, prepared by _____ and dated
45		_____
46		

1 ANNEXATION AGREEMENT

2
3 **THIS ANNEXATION AGREEMENT**, is made and entered into this ___ day of ____,
4 2010, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage
5 and Will, in the State of Illinois (hereinafter referred to as "the VILLAGE") and
6 _____ (hereinafter referred to as
7 "OWNER/DEVELOPER"). The Village and OWNER/DEVELOPER are hereinafter sometimes
8 referred to individually as a "Party" and collectively as the "Parties"; and,
9

10 **WHEREAS**, OWNER/DEVELOPER is the owner of record of the real estate
11 (hereinafter referred to as the "TERRITORY "), the legal description of which is attached hereto
12 as Exhibit A and by this reference made a part hereof; and,
13

14 **WHEREAS**, the OWNER/DEVELOPER filed a Petition for Annexation of the
15 TERRITORY to the VILLAGE (hereinafter, the "Petition") that requested annexation of the
16 TERRITORY subject to execution of an annexation agreement acceptable to the
17 OWNER/DEVELOPER and the VILLAGE; and,
18

19 **WHEREAS**, the TERRITORY has not been annexed to any municipality; and,
20

21 **WHEREAS**, the TERRITORY constitutes an area that is contiguous to and may be
22 annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et.
23 seq.; and,
24

25 **WHEREAS**, the OWNER/DEVELOPER and VILLAGE agree that they will be bound
26 by the terms of this Annexation Agreement; and,
27

28 **WHEREAS**, the VILLAGE would extend its zoning, building, health and other
29 municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE
30 from possible undesirable or inharmonious use and development of unincorporated areas
31 surrounding the VILLAGE; and,
32

33 **WHEREAS**, the new boundaries of the VILLAGE, resulting from this Annexation shall
34 extend to the far side of every highway and shall include all of every highway not already
35 annexed; and,
36

37 **WHEREAS**, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the
38 Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the
39 TERRITORY and various other matters; and,
40

41 **WHEREAS**, pursuant to the provisions of the Statute, the corporate authority of the
42 VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has
43 given notice of said hearing; and,
44

4 II

5 ANNEXATION
6
7

8 Subject to the provisions of Chapter 65, Article 5 Section 7 of the Illinois Municipal
9 Code, the parties hereto respectively agree to do all things necessary or appropriate to cause the
10 TERRITORY to be validly annexed to the VILLAGE as promptly as possible after execution of
11 this agreement.
12

13 The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "B". Said Plat
14 extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already
15 annexed and includes all of every highway within the TERRITORY so annexed. Upon adoption
16 of an ordinance annexing the TERRITORY to the VILLAGE, the Village Clerk shall cause a
17 copy of said ordinance and said Plat to be duly recorded with the Cook County Recorder, and
18 duly filed with the Cook County Clerk. The Village Clerk shall also send notice of annexation of
19 the TERRITORY to the Cook County Elections Department and the U.S. Post Office branch
20 serving the TERRITORY by certified or registered mail.
21

22 III

23 ZONING AND LAND USE RESTRICTIONS
24

25 Zoning & Development Plans. Upon the Annexation of the TERRITORY to the
26 VILLAGE, the parcel(s) shown on the Plat of Annexation attached as Exhibit "B" shall be
27 classified under the existing zoning ordinance, as amended, as R-4 Single-Family Detached
28 Residential District, except for approximately 1.72 acres (250 ft. by 300 ft.) immediately adjacent
29 to the intersection which shall be designated as B-3 Arterial Commercial District. Prior to the
30 date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to
31 grant said zoning classification as to the TERRITORY have been conducted upon proper notice,
32 and no further action need be taken by the OWNER/DEVELOPER to cause the TERRITORY to
33 be rezoned as R-4 and B-3 once the TERRITORY is annexed to the VILLAGE.
34
35

36 Zoning Guarantee. The VILLAGE agrees that it will not seek to change the zoning of the
37 TERRITORY without the OWNER/DEVELOPER's consent for a period of ten (10) years.
38
39

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

1 applicable standards that do not conflict with the above standards, the standards of the Unified
2 Development Ordinance shall govern with respect to the development of the TERRITORY.
3

4 It is understood and agreed, except as otherwise provided for herein, the Unified
5 Development Ordinance, Building Code and all other ordinances including all fees and charges
6 of the VILLAGE, shall not be frozen during the term of this Agreement, and such ordinances, as
7 the same may from time to time be amended and enforced throughout the VILLAGE, shall apply
8 to the TERRITORY. In the case of a comprehensive amendment to the VILLAGE'S Zoning
9 Ordinance, the TERRITORY shall be designated the zoning district most comparable to the R-4
10 or B-3 zoning district, as applicable.
11

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13 **IV**
14 **REQUIRED IMPROVEMENTS**
15

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

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

37 Detention Areas. Unless otherwise approved as part of this agreement, the
38 OWNER/DEVELOPER agrees to construct and install at their expense detention basin(s) and
39 appurtenant structures such as drains, inlets, and outlets in accordance with the Unified
40 Development Ordinance of the VILLAGE and final engineering plans approved by the
41 VILLAGE. The stormwater detention basin(s) and appurtenant structures is/are to be conveyed
42 to and owned by _____.
43

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

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

3
4 Financing of Utility Extensions. The OWNER/DEVELOPER shall be responsible for
5 any necessary extension of water and sewer facilities to service the TERRITORY. However, the
6 VILLAGE agrees to coordinate and subsequently adopt measures to ensure that the cost of the
7 utility extensions is shared among properties that will be served by such extensions (e.g. special
8 assessment, recapture, connection and user fees). At the request of the OWNER/DEVELOPER,
9 VILLAGE agrees to construct such improvement(s), provided the OWNER/DEVELOPER posts
10 sufficient funds with the VILLAGE for completion of such improvement(s). The VILLAGE is
11 not obligated to proceed with construction of water and sewer improvements without appropriate
12 financial securities in place to fund the entirety of the improvements.

13
14 V

15
16 **DEDICATION AND CONSTRUCTION OF STREETS**

17
18 Dedication and Acceptance of Streets. The OWNER/DEVELOPER shall design streets
19 within the TERRITORY in compliance with the standards of the VILLAGE Unified
20 Development Ordinance for local streets. All interior streets within the TERRITORY when
21 developed shall be _____ . Said streets
22 shall be constructed in accordance with the final engineering plans approved by the Village.

23
24 The OWNER shall provide access to each residential unit. Any street right-of-way not
25 already dedicated at the time of annexation shall be dedicated at the time of final plat, PUD final
26 plan/plat, or other final engineering approval. The Village shall accept the dedication of said
27 street right-of-way and approve or accept the construction of streets and sidewalks upon the
28 completion by the OWNER/DEVELOPER of said improvements in accordance with the
29 Village's construction standards and Unified Development Ordinance, as modified by the
30 Agreement. Acceptance of public streets and sidewalks by the Village shall be evidenced by a
31 corporate resolution. All private streets and walkways shall be approved by the Village Engineer
32 and shall remain the property of the OWNER/DEVELOPER or an owner's association, as
33 applicable.

34
35 It is understood that in constructing the streets and sidewalks the OWNER/DEVELOPER shall
36 post a letter of credit after which the OWNER/DEVELOPER may proceed to construct said
37 streets. The final wearing surface shall not be installed until a period of nine (9) months after
38 installation of the base or until construction traffic has generally ceased on any street, whichever
39 is later. Upon installation of the base, the letter of credit may be reduced to an amount sufficient
40 to cover the work yet to be performed (with applicable multiplier), plus the amount of the
41 maintenance bond. Upon completion of all public improvements, and after acceptance by the
42 Village Board, the letter of credit shall be released; however, the OWNER/DEVELOPER shall
43 be responsible for correcting deficiencies in material and equipment for a period of two (2) years
44 after acceptance to secure that obligation. The OWNER/DEVELOPER shall post for a period of
45 two (2) years thereafter, a maintenance bond or other security to cover possible repairs to said

1 streets. After completion of the construction and acceptance of any street, and if construction
2 traffic of the OWNER/DEVELOPER continues to utilize that street, the OWNER/DEVELOPER
3 shall be responsible for keeping the street free from construction debris and for repair of damages
4 to the street caused by the OWNER/DEVELOPER's construction traffic. Except as otherwise
5 provided herein, after dedication of any street right-of-way, the VILLAGE shall enforce traffic
6 and other regulations as to the street right-of-way. Except as otherwise provided herein, after
7 acceptance of the construction of any public street within the TERRITORY, the VILLAGE shall
8 provide for street cleaning, snow removal, refuse collection, and other maintenance thereon. All
9 deliveries of construction supplies or materials shall be restricted to certain streets or temporary
10 haul roads designated by the VILLAGE.

11
12 Snow Plowing of Streets before Acceptance. The OWNER and the VILLAGE
13 acknowledge that until the streets in any platted subdivision of the TERRITORY are accepted by
14 the VILLAGE, the VILLAGE shall have no obligation to keep the streets plowed of ice and snow
15 (snowplowed). It is agreed, however that for any platted subdivision that shall be or is likely to
16 be occupied in whole or in part for a winter season, the VILLAGE, at its option, may keep the
17 streets snowplowed for that season.

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

32
33 Debris. The OWNER/DEVELOPER shall be required to keep all streets within and
34 adjoining the TERRITORY free from mud and debris generated by any new construction activity
35 on the TERRITORY.

36
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38 VI

39
40 CONSTRUCTION OF OTHER IMPROVEMENTS

41
42 The construction and installation of the public improvements to be done by
43 OWNER/DEVELOPER may be commenced at any time after the OWNER/DEVELOPER
44 received a site development permit from the VILLAGE and has delivered to the VILLAGE an
45 irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution

1 approved by, the VILLAGE in the amount of 115% of the OWNER/DEVELOPER Engineer's
2 estimate of the cost of construction and installation of all such public improvements as approved
3 by the VILLAGE Engineer, including all required lighting, sidewalks, landscaping, street trees,
4 sewer and water lines and storm water management facilities, . At no time shall the Letter of
5 Credit funds be utilized by the OWNER/DEVELOPER for the future payment of contractors,
6 materials, salaries and wages, and the like. The VILLAGE makes no guarantees regarding the
7 timely reduction of said Letter of Credit and therefore should not be used for time-sensitive
8 payment purposes; however, the VILLAGE agrees to release or reduce such Letter of Credit
9 within a reasonable time period following OWNER/DEVELOPER's request. At the
10 OWNER/DEVELOPER's request the VILLAGE shall specify any basis for delay in such release
11 or reduction. The VILLAGE Engineer may, in his/her discretion, recommend the amount of said
12 letter of credit to be reduced, from time to time, as major public improvements are completed,
13 upon approval of the VILLAGE Board.
14

15 After the execution of this agreement and prior to final plan and/or final subdivision
16 approval for any phase of development, the OWNER/DEVELOPER, at its option and sole risk,
17 may commence extension of utilities and mass grading. Prior to any grading of the Property, the
18 OWNER/DEVELOPER shall submit for VILLAGE approval a mass grading plan and soil
19 erosion and sediment control plan that adhere to the provisions of Article IV (Site Development)
20 of the Unified Development Ordinance. OWNER/DEVELOPER waives any and all claims it
21 may have to assert a "vested rights" claim or lawsuit against the VILLAGE as a result of
22 expenditures made in the performance of grading or other improvements to the Property allowed
23 hereunder prior to final engineering approval in the event final engineering requires revision to
24 work already performed. Any such work and expenditures are done at the risk of the
25 OWNER/DEVELOPER knowing that final plan and/or final plat of subdivision approval may be
26 delayed or change final grading and utility plans. In conjunction with the VILLAGE'S approval
27 of any mass grading, OWNER/DEVELOPER shall file with the VILLAGE a letter of credit to
28 secure seeding and restoration of the site in accordance with the mass grading plan.
29

30
31 The OWNER/DEVELOPER, at the OWNER/DEVELOPER's own cost, agrees to
32 provide the VILLAGE "as built", engineering plans and specifications upon substantial
33 completion of the public improvements or at the request of the VILLAGE Engineer but in no
34 event later than the time required by the Unified Development Ordinance as amended.
35

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

1
2 The OWNER/DEVELOPER agrees not to let debris or excessive construction waste
3 accumulate on the TERRITORY.
4

5
6 **VII**
7

8 **MAINTENANCE OF PUBLIC IMPROVEMENTS & COMMON AREAS**
9

10 Owners Guarantee. The OWNER/DEVELOPER hereby guarantees the prompt and
11 satisfactory correction of all defects and deficiencies in the improvements that occur or become
12 evident within two years after approval and any approval or acceptance of the improvements by
13 the VILLAGE pursuant to this agreement. If any defect or deficiency occurs or becomes evident
14 during the two year period, then the OWNER/DEVELOPER shall, after ten days' prior written
15 notice from the VILLAGE (subject to Force Majeure) correct it or cause it to be corrected. In
16 the event any improvement is repaired or replaced pursuant to the demand of the VILLAGE, the
17 Guarantee provided in this Section VII shall be extended, as to the repair or replacement, for two
18 full years from the date of the repair or replacement.
19

20 If any public improvements or common areas within the TERRITORY are to be privately
21 owned and maintained, then the OWNER/DEVELOPER shall, at its sole cost and expense,
22 maintain the improvements and areas within the TERRITORY without any modification, except
23 as specifically approved by the VILLAGE, in a first-rate condition at all times unless an owners'
24 association is established and assumes responsibility for improvements or areas. In the event the
25 VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the
26 OWNER/DEVELOPER is not adequately maintaining, or has not adequately maintained, any
27 improvement or area to the standard set by generally applicable VILLAGE ordinances, the
28 VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the
29 OWNER/DEVELOPER, to enter on any or all of the TERRITORY for the purpose of
30 performing maintenance work on any affected improvement or area. In the event that The
31 VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall
32 have the right to draw from the performance securities deposited pursuant to this Section of the
33 agreement, or the right to demand immediate payment directly from the OWNER/DEVELOPER
34 based on costs actually incurred or on the VILLAGE'S reasonable estimates of costs to be
35 incurred, an amount of money sufficient to defray the entire costs of the work, including without
36 limitation legal fees and administrative expenses. The OWNER/DEVELOPER shall, after
37 demand the VILLAGE, pay the required amount to the VILLAGE.
38

39 If an owners' association is established and assumes responsibility for any public
40 improvements and/or common areas within the TERRITORY, the owners' association shall, at
41 its sole cost and expense, maintain the improvements and areas without any modification, except
42 as specifically approved by the VILLAGE, in a first-rate condition at all times. In the event the
43 VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the owners'
44 association is not adequately maintaining, or has not adequately maintained, any improvement or
45 area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have

1 the right, but not the obligation, after ten days' prior written notice to the owners' association, to
2 enter on any or all of the TERRITORY for the purpose of performing maintenance work on any
3 affected improvement or area. In the event that the VILLAGE shall cause to be performed any
4 work pursuant to this Section VII the VILLAGE shall have the right (i) to assess the membership
5 of the owners' association for that work, (ii) to file a lien against the property of the owners'
6 association or the property of any member failing to pay the assessment, and (iii) to enforce the
7 lien in the manner provided by law for mortgage foreclosure proceedings.
8

9 Maintenance Bond. At the time or times of approval or acceptance by the VILLAGE of
10 the installation of any part, component, or all of any public improvement in accordance with this
11 Section, or any other section of the Agreement, the OWNER/DEVELOPER shall deposit with
12 the VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the
13 installation of the public improvement accepted by VILLAGE. This bond shall be deposited
14 with the VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months
15 after completion and acceptance of all improvements. In the event of a defect in material and/or
16 workmanship within said period, then said security shall not be returned until correction of said
17 defect and acceptance by the VILLAGE of said corrections.
18
19

20 VIII

21 DAMAGE TO PUBLIC IMPROVEMENTS

22 The OWNER/DEVELOPER shall replace and repair any damage to public improvements
23 installed within, under or upon the subject realty resulting from construction activities by
24 OWNER/DEVELOPER, their successors or assigns and their employees, agents, contractors or
25 subcontractors during the term of this Agreement. The OWNER/DEVELOPER shall have no
26 obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.
27
28
29

30 IX

31 CONTRIBUTIONS

32 The OWNER/DEVELOPER shall make cash contributions at the time a PUD Final
33 Plan/Plat or final plat of subdivision application is filed with the VILLAGE, in accordance with
34 the ordinances of the VILLAGE. In addition to the applicable donations required per the Lemont
35 Unified Development Ordinance for park and school facilities, the OWNER/DEVELOPER shall
36 be required to contribute the following:
37
38
39

- 40
41 • **Lemont Fire Protection District** – OWNER/DEVELOPER shall pay \$100 per dwelling
42 unit to the VILLAGE for the benefit of the Lemont Fire Protection District. If the
43 TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based
44 upon the number of lots in the phase for which the Final Plan/Plat is being recorded.

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

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15
16
17 **EASEMENTS AND UTILITIES**

18
19 The OWNER/DEVELOPER agrees to grant to the VILLAGE, and/or obtain grants to the
20 VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities,
21 including cable television, or for other improvements, subject to the provisions of the Unified
22 Development Ordinance which may serve not only the TERRITORY, but other TERRITORY in
23 the general area, if requested by the VILLAGE in the future.

24
25 All such easements to be granted shall name the VILLAGE and/or other appropriate
26 entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the
27 OWNER/DEVELOPER to obtain all easements, both on site and off site, necessary to serve the
28 TERRITORY.

29
30 The OWNER/DEVELOPER shall provide evidence of easement or right of way
31 necessary for the utility extension to the TERRITORY prior to PUD final plan/plat approval.
32 The OWNER/DEVELOPER shall submit a title commitment from Chicago Title Insurance
33 Company, or any other licensed title company, naming the VILLAGE as party to insured to
34 guarantee an easement for public utilities from the existing point of connection to the
35 TERRITORY.

36
37 All electricity, telephone, cable television and gas lines shall be installed underground,
38 the location of which underground utilities shall be at the OWNER/DEVELOPER's option, upon
39 approval of the respective utility company.

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APPROVAL OF PLANS

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

XII

BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND

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

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

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

XIII

NOTICES

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

For the VILLAGE:

Village President
418 Main Street
Lemont, IL 60439

1
2 and

3
4 Village Clerk
5 418 Main Street
6 Lemont, IL 60439
7

8 and

9
10 Village Administrator
11 418 Main Street
12 Lemont, IL 60439
13

14 For OWNER/DEVELOPER:

15 _____
16 _____
17 _____
18 _____
19

20 Or such other addresses that any party hereto may designate in writing to the other parties
21 pursuant to the provisions of this Section.
22

23
24 **XIV**

25
26 **SECURITY INTERESTS**

27
28 The OWNER/DEVELOPER shall provide the VILLAGE with written approval(s)
29 satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest,
30 affecting title to the TERRITORY or any part thereof so that this agreement shall be superior to
31 any such mortgage, lien, or other security interest and the OWNER/DEVELOPER shall provide
32 same to the VILLAGE prior to execution and recording of this agreement; and
33

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

38
39 **XV**

40
41 **WARRANTIES AND REPRESENTATIONS**

42
43 The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:
44

1 That _____ identified on page 1 hereof is the OWNER/DEVELOPER as legal
2 title holder; and
3

4 That the OWNER/DEVELOPER proposes to develop the TERRITORY in the manner
5 contemplated under this Agreement; and
6

7 That other than the OWNER/DEVELOPER, no other entity or person has any interest in
8 the TERRITORY or its development as herein proposed; and
9

10 That the OWNER/DEVELOPER has provided the legal description of the TERRITORY
11 set forth in this Agreement and the attached exhibits and that said legal description and exhibits
12 are accurate and correct.
13

14
15 **XVI**

16
17 **CONTINUITY OF OBLIGATIONS**
18

19 Notwithstanding any provisions of this Agreement to the contrary, including but not
20 limited to the sale and/or conveyance of all or any part of the TERRITORY by the
21 OWNER/DEVELOPER, the OWNER/DEVELOPER shall at all times during the term of this
22 Agreement remain liable to VILLAGE for the faithful performance of all obligations imposed
23 upon them by this Agreement until such obligations have been fully performed or until
24 VILLAGE, at its sole option, has otherwise released OWNER/DEVELOPER and from any or all
25 of such obligations.
26

27 **XVII**

28
29 **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT**
30

31 Failure of any party to this Agreement to insist upon the strict and prompt performance of
32 the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other
33 party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's
34 right thereafter to enforce any such term, covenant, agreement or condition, but the same shall
35 continue in full force and effect.
36

37
38 **XVIII**
39

40 **VILLAGE APPROVAL OR DIRECTION**
41

42 Where VILLAGE approval or direction is required by this Agreement, such approval or
43 direction means the approval or direction of the Corporate Authorities of the VILLAGE unless
44 otherwise expressly provided or required by law, and any such approval may be required to be

1 given only after and if all requirements for granting such approval have been met, unless such
2 requirements are inconsistent with this Agreement.
3

4
5 **XIX**

6
7 **SINGULAR AND PLURAL**

8
9 Wherever appropriate in this Agreement, the singular shall include the plural, and the
10 plural shall include the singular.
11

12
13 **XX**

14
15 **SECTION HEADINGS AND SUBHEADINGS**

16
17 All section headings or other headings in this Agreement are for general aid of the reader
18 and shall not limit the plain meaning or application of any of the provisions thereunder whether
19 covered or relevant to such heading or not.
20

21
22 **XXI**

23
24 **RECORDING**

25
26 A copy of this Agreement and any amendments thereto shall be recorded by the
27 VILLAGE at the expense of the OWNER/DEVELOPER within 30 days after the execution
28 hereof.
29

30
31 **XXII**

32
33 **AUTHORIZATION TO EXECUTE**

34
35 The President and Clerk of the VILLAGE hereby warrant that they have been lawfully
36 authorized by the VILLAGE Board of the VILLAGE to execute this Agreement. The
37 OWNER/DEVELOPER and VILLAGE shall, upon request, deliver to each other at the
38 respective time such entities cause their authorized agents to affix their signatures hereto copies
39 of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other
40 documents required to legally evidence the authority to so execute this Agreement on behalf of
41 the respective parties.
42

43
44 **XXIII**

1 AMENDMENT

2
3 This Agreement sets forth all the promises, inducements, agreements, conditions and
4 understandings between the parties hereto relative to the subject matter thereof, and there are no
5 promises, agreements, conditions or understandings, either oral or written, express or implied,
6 between them, other than are herein set forth. Except as herein otherwise provided, no
7 subsequent alteration, amendment, change or addition to this Agreement shall be binding upon
8 the parties hereto unless authorized in accordance with law and reduced in writing and signed by
9 them.

10
11 **XXIV**

12 COUNTERPARTS

13
14 This Agreement may be executed in two or more counterparts, each of which taken
15 together, shall constitute one and the same instrument.

16
17
18
19 **XXV**

20 CURING DEFAULT

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

24
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27
28 **XXVI**

29 CONFLICT BETWEEN THE TEXT AND EXHIBITS

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

32
33
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35
36 **XXVII**

37 SEVERABILITY

38
39 If any provision of this Agreement is held invalid by a court of competent jurisdiction or
40 in the event such court shall determine that the VILLAGE does not have the power to perform
41 any such provisions, such provision shall be deemed to be excised here from and the invalidity
42 thereof shall not affect any of the other provisions contained herein, and such judgment or decree
43 shall relieve the VILLAGE from performance under such invalidity thereof shall not affect any of
44

1 the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE
2 from performance under such invalid provision of this Agreement.

3
4
5 **XXVIII**

6
7 **REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES**

8
9 To Effective Date of Agreement. The OWNER/DEVELOPER, concurrently with
10 annexation and zoning of the TERRITORY or so much thereof as required, shall reimburse the
11 VILLAGE for the following expenses incurred in the preparation and review of this Agreement,
12 and any ordinances, letters of credits, plats, easements or other documents relating to the
13 TERRITORY:

14
15 all attorney's fees incurred by the VILLAGE; and

16
17 Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and
18 copying expenses; and

19
20 From and After Effective Date of Agreement. Except as provided in the paragraph
21 immediately following this paragraph, upon demand by VILLAGE made by and through its
22 President, the OWNER/DEVELOPER from time to time shall promptly reimburse VILLAGE,
23 for all enumerated reasonable expenses and costs incurred by VILLAGE in the administration of
24 the Agreement, including and limited to engineering fees, cost of any easements, attorney's fees
25 and out of pocket expenses involving various and sundry matters such as, but not limited to,
26 preparation and publication, if any, of all notices, resolutions, ordinances, and other documents
27 required hereunder, and the negotiation and preparation of letters of credit and escrow
28 agreements to be entered into as security for the completion of land improvements.

29
30 Such costs and expenses incurred by the VILLAGE in the administration of the
31 Agreement shall be evidence to the OWNER/DEVELOPER upon its request, by a sworn
32 statement of the VILLAGE; and such costs and expenses may be further confirmed by the
33 OWNER/DEVELOPER at its option from additional documents relevant to determining such
34 costs and expenses as designated from time to time by the OWNER/DEVELOPER.

35
36 Notwithstanding the immediately preceding paragraph, OWNER/DEVELOPER shall in
37 no event be required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as
38 aforesaid more than once, whether such are reimbursed or paid through special assessment
39 proceedings, through fees established by VILLAGE ordinances or otherwise.

40
41 In the event that any third party or parties institute any legal proceedings against the
42 OWNER/DEVELOPER and/or the VILLAGE, which relate to the validity or any terms of this
43 Agreement, then, in that event, the OWNER/DEVELOPER, upon written notice from
44 VILLAGE, shall assume, fully and vigorously, the entire defense of such lawsuit and the
45 expenses of whatever nature relating thereto, provided, however:

1
2 The OWNER/DEVELOPER shall not make any settlement or compromise of the
3 lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the
4 approval of the VILLAGE, which approval shall not be unreasonable withheld; and
5

6 If the Village, in its sole discretion, determines there is or may probably be, a
7 conflict of interest between the VILLAGE and the OWNER/DEVELOPER, on an issue of
8 importance to the VILLAGE having a potentially substantial adverse affect on the VILLAGE,
9 then the VILLAGE shall have the option of being represented by its own legal counsel. In the
10 event the VILLAGE exercises such option, then the OWNER/DEVELOPER shall reimburse the
11 VILLAGE from time to time on written demand from the President of the VILLAGE and notice
12 of the amount due for any expenses, including but not limited to court costs, reasonable
13 attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in
14 connection therewith. The obligation of the OWNER/DEVELOPER to reimburse the VILLAGE
15 under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought
16 within one (1) year from the date of the annexation of the TERRITORY and, further, such
17 obligation of reimbursement shall not apply if such legal proceedings are based upon alleged
18 errors, omissions or unlawful conduct of the VILLAGE and not the OWNER/DEVELOPER.
19

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

DRAFT

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XXIX

LENDER CONSENT

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

By: _____

DRAFT

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XXX

EXECUTION OF AGREEMENT

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

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

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER/DEVELOPER

By: _____

NOTARY CERTIFICATES

1
2
3 **STATE OF ILLINOIS)**

4) SS

5 **COUNTY OF COOK)**

6
7 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY
8 CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village
9 of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village clerk of
10 said municipal corporation, and personally known to me to be the same persons whose names are
11 subscribed to the foregoing instrument, appeared before me this day in person and severally
12 acknowledged that as such President and Village Clerk, they signed and delivered the said
13 instrument and caused the corporate seal of said municipal corporation to be affixed thereto,
14 pursuant to authority given by the Board of Trustees of said municipal corporation, as their free
15 and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for
16 the uses and purposes therein set forth.

17
18 GIVEN under my hand and official seal, this _____ day of _____, 20____

19
20
21 _____
22 Notary Public

23
24
25 My commission expires on _____, 20____.

26
27
28 **STATE OF _____)**

29) SS

30 **COUNTY OF _____)**

31
32 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
33 CERTIFY that the above-named _____, personally known to me
34 to be the same persons whose names are subscribed to the foregoing instrument appeared before
35 me this day in person and acknowledged that they signed and delivered the said instrument as
36 their own free and voluntary act for the uses and purposes therein set forth.

37
38 GIVEN under my hand and official seal, this _____ day of _____, 20____

39
40 My commission expires on _____, 20____.
41
42
43 _____
44 Notary Public

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(R/J Rymek & Co.)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS _____ DAY OF _____, 2010**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this ___ day of
_____, 2010.**

ORDINANCE NO. _____

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

(R/J Rymek & Co.)

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

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

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

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

SECTION 1: That the subject property (PINs# 22-26-201-006 and 22-26-201-011), being accurately described and depicted on the map attached hereto as Exhibit "A" is hereby annexed to the Village of Lemont, county of Cook, DuPage, and Will, Illinois.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS, on this ____ day of _____, 2010.

	<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 ____ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

PLAT OF ANNEXATION

Unavailable at this time – to be provided.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(R/J Rymek & Co.)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 2010**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this ___ day of _____, 2010**

ORDINANCE NO. _____

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

(R/J Rymek & Co.)

WHEREAS, _____, hereinafter referred to as the "Petitioner," are the owners of property covering approximately 22.67 acres located at the southwest corner of the intersection of McCarthy Road and Bell Road (PINs# 22-26-201-006 and 22-26-201-011) hereinafter referred to as "the subject property," and legally described and depicted in Exhibit "A"; and

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

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this ___ day of _____, 2010.

	<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 ___ day of _____, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Plat of Survey

Unavailable at this time – to be provided.

Exhibit B

Findings of Fact

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

Exhibit C

Map of B-3 Zoning

Unavailable at this time – to be provided.



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #126-10
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 10-15 – Maksimovic Disconnection

DATE: October 20, 2010

SUMMARY

Mr. Paul Maksimovic, owner of property at 13020 Archer Avenue, has requested disconnection from the Village of Lemont for a portion of his property. Mr. Maksimovic owns two parcels; PIN 22-33-102-003 is approximately 8.7 acres and PIN 22-33-102-006 is approximately .75 acres. The smaller of the two parcels (PIN 22-33-102-006) is approximately 28 feet wide and is located within the Village of Lemont. The larger parcel is more regularly shaped and is unincorporated.

Mr. Maksimovic's home and garage straddle the line between the two parcels. For tax purposes, Mr. Maksimovic would like to consolidate the two parcels but currently he cannot because one parcel is incorporated and the other is not. Therefore, he is requesting to disconnect PIN 22-33-102-006.

The Committee of the Whole reviewed this request on September 20th and expressed no concerns with Mr. Maksimovic's petition.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Disconnecting Property at 13020 Archer Avenue in Lemont, IL.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE DISCONNECTING PROPERTY AT 13020 ARCHER AVENUE
IN LEMONT, IL**

(Maksimovic Disconnection)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 25th DAY OF OCTOBER, 2010**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 25th day of
October, 2010.**

ORDINANCE NO. _____

**AN ORDINANCE DISCONNECTING PROPERTY AT 13020 ARCHER AVENUE
IN LEMONT, IL**

(Maksimovic Disconnection)

WHEREAS, the Clerk of Village of Lemont has received a petition dated September 14, 2010 for disconnection pursuant to Chapter 65, Act 5, Section 7-3-4 of the Illinois Compiled Statutes; and

WHEREAS, the territory described in the petition is located on the border of the Village of Lemont; and

WHEREAS, the Petitioner has submitted a certificate from the Cook County Clerk certifying that all taxes and/or assessments are fully paid; and

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

SECTION 1: That the subject property (PIN 22-33-102-006-0000), being accurately described in Exhibit "A" is hereby disconnected from the Village of Lemont, county of Cook, DuPage, and Will, Illinois.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate description of the territory disconnected appended to this Ordinance.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS, on this 25th day of October, 2010.

	<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 October, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Legal Description

THE EAST 28.48 FEET OF LOT 25 IN COUNTY CLERK'S DIVISION OF SECTION 33,
TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY ILLINOIS.

(PIN 22-33-102-006-0000)

Village Board
Agenda Memorandum

Item #

to: Mayor & Village Board

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

Subject: Amendment to Redevelopment Agreement- 230 River Street

date: October 25th, 2010

BACKGROUND/HISTORY

Staff has been in discussion over the course of several years concerning municipal owned property adjacent to 230 River, which is excess and by itself is unbuildable. In 2007, the Village had proceeded with the first amendment to the redevelopment agreement for this parcel. This agreement was not full executed. The Townbuilder has subsequently submitted a second proposal to acquire this piece so it can be adjoined with the existing parcel. This plan will include the remediation of the site which will include the tear down of the existing brown pole barn building, fencing and grading of the property with green space being established. This will be maintained in this fashion until a future development plan is presented to the Village as required within the Unified Development Ordinance. Upon development of this parcel or within 5 years, additional payments will be required. A full notice was published in the Southtown concerning this project which included seeking alternative proposals for this site. As of October 21st, no alternatives had been proposed.

ATTACHMENTS (IF APPLICABLE)

Ordinance Authorizing 2nd Amendment to Redevelopment Agreement
2nd Amendment to Redevelopment Agreement

VILLAGE OF LEMONT

ORDINANCE _____

**ORDINANCE APPROVING THE SECOND AMENDMENT TO A
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF LEMONT, ILLINOIS AND MARQUETTE PROPERTY INVESTMENTS, INC.
IN CONNECTION WITH DOWNTOWN CANAL DISTRICT I REDEVELOPMENT
PROJECT AREA, AND RELATED MATTERS**

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

This 25th day of October, 2010

**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 October, 2010**

ORDINANCE _____

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE MUNICIPALITY OF LEMONT, ILLINOIS AND MARQUETTE PROPERTY INVESTMENTS, INC., IN CONNECTION WITH DOWNTOWN CANAL DISTRICT I REDEVELOPMENT PROJECT AREA, AND RELATED MATTERS

WHEREAS, MP Lemont, LLC (the "Townbuilder"), and the Village of Lemont, Illinois (the "Municipality"), in connection with the redevelopment of a part of the Municipality's Downtown Canal District I Redevelopment Project Area (the "Redevelopment Project Area") entered into a Redevelopment Agreement dated as of May 15, 2006 (including all exhibits and attachments in connection therewith, as supplemented and amended, including as herein provided, the "Redevelopment Agreement," with respect to which undefined terms herein shall have the meaning therein) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area; and

WHEREAS, the Municipality and the Townbuilder have previously entered into a First Amendment to Redevelopment Agreement (the "First Amendment"); and,

WHEREAS, as a result of economic conditions, the provisions of the First Amendment are no longer capable of being implemented in the manner and schedule set forth in the First Amendment; and,

WHEREAS, the Municipality and the Townbuilder have agreed to delete all provisions of the First Amendment and have negotiated and now desire to enter into a Second Amendment to the Redevelopment Agreement (the "Second Amendment"); and,

WHEREAS, the Municipality and the published in the South Town Star the Notice of Intent to Sell Real Estate and to request alternative proposals related to the proposed disposition of municipally owned property under Section 11-74.4-4(c) of the Tax Increment Allocation Redevelopment Act.

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

Section 1 - Approval. The Second Amendment, in substantially the form thereof presented before the meeting of the President and Board of Trustees at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Village President and Village Clerk are authorized to execute and deliver the Amendment for and on behalf of the Municipality, with such modifications and revisions therein as the Municipality's officers executing the Second Amendment shall approve, such approval to be conclusively evidenced by execution and delivery, with no further authorization required other than this ordinance; and

upon the execution thereof by the Municipality and the Townbuilder, the appropriate officers, agents, attorneys and employees of the Municipality are authorized to take all supplemental actions, including (i) the issuance from time to time of TIF Notes and/or Refunding TIF Notes under the Redevelopment Agreement and related Authenticating Orders from time to time, and (ii) the execution and delivery of related supplements and amendments and related supplemental approvals and consents, obligations (including TIF Notes, Refunding TIF Notes and Authenticating Orders) opinions, certificates, agreements (including Parking Agreements), instruments not inconsistent with the Redevelopment Agreement and the Amendment, desirable or necessary to implement and otherwise give full effect to the Redevelopment Agreement and the Amendment (and including without limitation the TIF Notes, and/or Refunding TIF Notes, as the case may be, and related Authenticating Orders). Upon full execution thereof, the Second Amendment shall be attached as an exhibit to this ordinance, but any failure to so attach shall not abrogate, diminish or impair the effect of the Redevelopment Agreement as fully executed.

Section 2. Conveyance of Real Estate. The Municipality is authorized to convey real estate (i.e. that part of the Canal District I Redevelopment Project Area north of Front Street, west of Stephens Street, east of Ed Bossert Street and south of River Street, as legally described on the attached Exhibit A, the “Real Estate” constituting “Phase 1C Property”), in connection with and as provided in the Redevelopment Agreement and the Second Amendment.

Section 3 -Reimbursements. The Municipality reserves the right, and intends to, reimburse itself from incremental property taxes (not pledged under the Redevelopment Agreement) for redevelopment project costs paid from the Municipality's local improvement fund or from general funds. Further, the Municipality reserves the right, but is not obligated, to reimburse itself from proceeds of tax-exempt obligations up to the amount of its contribution to redevelopment project costs as set forth in the Redevelopment Agreement, under Section 1.150-2 of the Income Tax Regulations.

Section 4 - Conflict. If any section of this Ordinance and or the Second Amendment are found to be in conflict with Lemont Resolution R-22-10 – Repayment Agreement with MP Lemont, LLC, the provisions of Resolution R-22-10 shall prevail

Section 5 - Effective. This ordinance shall be in full force and effect in the manner provided by law.

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

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

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ronald Stapleton

Jeanette Virgilio

Approved by me this 25th day of October, 2010

BRIAN REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Real Estate Legal Description

Phase 1C Development Property / 240 River Road

(south of the new south line of River Street)

That part of the West 400.50 feet (as measured on the South line thereof) of that part of Lot 9 in County Clerk's Division of unsubdivided lands in Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, lying South of the new right-of-way of the Atchison, Topeka and Santa Fe Railroad Company and lying East of the East right-of-way for the new FAU Route 2612 as referred to in case 79L 11586, in Cook County, Illinois.

Also, a tract of land in the Southwest $\frac{1}{4}$ of Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at a point on the south line of River Street 350.96 feet (356.7 feet, record) west of the west line of Stephen Street, said point being the northwest corner of Lot 10 of the County Clerk's Division of unsubdivided lands in said Section 20, said point also described in a Quit Claim Deed dated May 17, 1967 having a deed file number of 44618, said deed returned to the Secretary of the Atchison, Topeka and Santa Fe Railway Company; thence on an assumed bearing of South 75 degrees 38 minutes 21 seconds West, 116.00 feet; thence South 68 degrees 51 minutes 51 seconds West, 75.31 feet (78.00 feet, record) to the east line of the west 400.50 feet of Lot 9 in County Clerk's Division (as measured along the south line of Lot 9), said point being the point of beginning; thence South 00 degrees 34 minutes 56 seconds West along the aforesaid east line, 90.00 feet; thence North 88 degrees 43 minutes 12 seconds West along a line that is 60 feet north of and parallel with the north line of the Illinois and Michigan Canal Reserve,

219.22 feet to a point on a curve; thence northeast 107.30 feet along a curve to the left having a radius of 435.00 feet and a chord bearing North 72 degrees 25 minutes 47 seconds East, 107.03 feet; thence North 65 degrees 54 minutes 19 seconds East, 129.31 feet to the east line of the west 400.50 feet of Lot 9 in County Clerk's Division (as measured along the south line of Lot 9); thence South 00 degrees 34 minutes 56 seconds West along the aforesaid line, 1.35 feet to the point of beginning, excepting therefrom that part lying west of the East right-of-way for the new FAU Route 2612 as referred to in case 79L 11586, in Cook County, Illinois.

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the meeting and proceedings of the Municipality's Corporate Authorities held on October 25, 2010, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE MUNICIPALITY OF LEMONT, ILLINOIS AND MARQUETTE PROPERTY INVESTMENTS, INC., IN CONNECTION WITH DOWNTOWN CANAL DISTRICT I REDEVELOPMENT PROJECT AREA, AND RELATED MATTERS,

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the Agenda for the meeting was duly posted at the Village Hall at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Illinois, this 25th day of October, 2010.

Village Clerk

(SEAL)

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

by and between the

VILLAGE OF LEMONT, ILLINOIS,

And

MARQUETTE PROPERTY INVESTMENTS, INC.,

**as Townbuilder
dated as of
____, 2010**

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (this "*Second Amendment*", (which together with the Redevelopment Agreement dated May 15, 2006 (the "*Initial Agreement*") and the First Amendment to the Redevelopment Agreement dated _____ (the "*First Amendment*") are collectively the "*Agreement*", is made and entered into as of this ___ day of _____, 2010, by and between the Village of Lemont, ILLINOIS, a municipal corporation of the State of Illinois (the "*Municipality*"), and MARQUETTE PROPERTY INVESTMENTS, INC" an Illinois corporation (the "*Townbuilder*"). (Certain capitalized terms used herein shall have the meanings ascribed to them in the Initial Agreement, except as they may be defined elsewhere in this Amendment.)

RECITALS

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, Chapter 65, Sections 5/1 1-74.4-1 through 5/1 1-74.4-11 of the Illinois Compiled Statutes, as supplemented and amended (the "*Act*"), the President and Board of Trustees, by Ordinance Nos. 0-37-05, 0-38-05, and 0-39-05 adopted and approved on April 18, 2005 (as supplemented and amended, including by Ordinance No, 0-33-05, adopted April 11, 2005, collectively, the "*Approving Ordinances*"), (i) approved a redevelopment plan and project titled "Downtown Canal District [Redevelopment Plan and Project" (the "*Redevelopment Plan*," and includes the related "*Redevelopment Project*"), (ii) designated the "Downtown Canal District I Redevelopment Project Area" within the Municipality (the "*Redevelopment Area*"), and (iii) adopted tax increment allocation finance ("TIF") for the Redevelopment Area, all as set forth in the Approving Ordinances and in accordance with the requirements of the Act; and

WHEREAS, in furtherance of the redevelopment of a part of the Redevelopment Area, the Townbuilder commenced part of the first Phase ("*Phase IA*") of the Redevelopment Area, such Phase IA constituting a part of the Redevelopment Area to be owned, acquired, or otherwise controlled by the Townbuilder and developed and redeveloped as provided in the Agreement (the "*Phase 1 Development Property*," as described in Exhibit A to the Agreement, as supplemented and amended under the Agreement); and

WHEREAS, under the Agreement the Townbuilder agrees to redevelop the Development Property and make certain infrastructure improvements as set forth in the Agreement, consistent with the Redevelopment Plan; and

WHEREAS, pursuant to provisions of the Act, the Municipality is authorized to make and enter into all contracts necessary or incidental to the implementation and furtherance of the Redevelopment Plan, to pay directly or to issue one or more TIF Notes (each a "*TIF Note*") or Refunding TIF Notes (each a "Refunding TIF Note") as evidence of the Municipality's special and limited obligation to pay certain redevelopment project costs incurred in furtherance of the Redevelopment Plan (the "*Redevelopment Project Costs*"), and/or to apply Incremental Taxes and/or to pledge certain Incremental Taxes to the payment of the TIF Notes and/or the Refunding TIF Notes; and

WHEREAS, in accordance with the Redevelopment Plan and the Act, the President and Board of Trustees adopted Ordinance No. 0-28-06 on May 15, 2006, authorizing the Initial Agreement; and,

WHEREAS, the President and Board of Trustees adopted Ordinance No. 0-88-07 on October 22, 2007 authorizing a First Amendment to Redevelopment Agreement dated October 22, 2007 (the "First Amendment"); and,

WHEREAS, as a result of economic conditions, the provisions of the First Amendment are no longer capable of being implemented in the manner and schedule set forth in the First Amendment; and,

WHEREAS, the Municipality and the Townbuilder have agreed to delete all provisions of the First Amendment and have negotiated and now desire to enter into a Second Amendment to the Redevelopment Agreement (the "Second Amendment"); and,

WHEREAS, the President and Board of Trustees adopted Ordinance No. 0- -10 on October 25, 2010 authorizing a Second Amendment to Redevelopment Agreement (the "Second Amendment"); and,

WHEREAS, the President and Board of Trustees hereby ratifies and affirms its determination that the approval of the Redevelopment Plan and the fulfillment generally of the Agreement (which includes the First Amendment and this Second Amendment) are in the best interests of the Municipality, and the health, safety, morals and welfare of its residents, and in accordance with the public purposes set forth in the Redevelopment Plan and the Act.

AGREEMENTS

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, EACH PARTY HERETO HEREBY AGREES AS FOLLOWS:

Section 1. First Amendment: The First Amendment shall be deleted in its entirety.

Section 2. Second Amendment. The Initial Agreement is hereby amended by adding as a new part Phase 1C, the following:

On or before December 1, 2010, the Municipality shall the convey real estate (i.e. that part of the Canal District I Redevelopment Project Area north of Front Street, west of Stephens Street, east of Ed Bossert Street and south of River Street, as legally described on the attached Exhibit A, the "Real Estate" constituting "Phase 1C Property"). In consideration thereof the Townbuilder shall:

1. Remediate the Phase 1C Property and adjoining property as required by the Municipality which will include but is not limited to demolition of existing structures, grading and drainage improvement, and landscaping. Provided, the total not to exceed budget for such remediation work shall not exceed \$30,000.
2. At time of future development Townbuilder or October 25, 2015, whichever is sooner, Townbuilder or its successors and assignees shall pay \$30,000 to the Municipality. This commitment shall run with the land until obligation has been fulfilled to the Municipality.

The property adjacent to the Phase 1C Property:

It is understood that the Phase 1C development includes the Phase 1C Property and adjacent parcels. The Phase 1C development is to include mixed use development consistent with the Unified Development Ordinance – Downtown District, with commercial development on the first floor. Not less than 15' of the east property line of Phase 1C will be dedicated to the Municipality for purposes of finishing a sidewalk. The purchaser will be responsible for streetscape work adjacent to project site consistent with established plans. In addition, the purchaser will be responsible for finishing required streetscape on the southern property line and for any cost overruns.

Section 3. Agreement. This Second Amendment incorporates by reference all of the terms and provisions of the Initial Agreement, which together with this Second Amendment constitute, collectively, the Agreement.

[The remainder of this page is intentionally blank.]

EXHIBIT A

Real Estate Legal Description

Phase 1C Development Property / 240 River Road

(south of the new south line of River Street)

That part of the West 400.50 feet (as measured on the South line thereof) of that part of Lot 9 in County Clerk's Division of unsubdivided lands in Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, lying South of the new right-of-way of the Atchison, Topeka and Santa Fe Railroad Company and lying East of the East right-of-way for the new FAU Route 2612 as referred to in case 79L 11586, in Cook County, Illinois.

Also, a tract of land in the Southwest $\frac{1}{4}$ of Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at a point on the south line of River Street 350.96 feet (356.7 feet, record) west of the west line of Stephen Street, said point being the northwest corner of Lot 10 of the County Clerk's Division of unsubdivided lands in said Section 20, said point also described in a Quit Claim Deed dated May 17, 1967 having a deed file number of 44618, said deed returned to the Secretary of the Atchison, Topeka and Santa Fe Railway Company; thence on an assumed bearing of South 75 degrees 38 minutes 21 seconds West, 116.00 feet; thence South 68 degrees 51 minutes 51 seconds West, 75.31 feet (78.00 feet, record) to the east line of the west 400.50 feet of Lot 9 in County Clerk's Division (as measured along the south line of Lot 9), said point being the point of beginning; thence South 00 degrees 34 minutes 56 seconds West along the aforesaid east line, 90.00 feet; thence North 88 degrees 43 minutes 12 seconds West along a line that is 60 feet north of and parallel with the north line of the Illinois and Michigan Canal Reserve,

219.22 feet to a point on a curve; thence northeast 107.30 feet along a curve to the left having a radius of 435.00 feet and a chord bearing North 72 degrees 25 minutes 47 seconds East, 107.03 feet; thence North 65 degrees 54 minutes 19 seconds East, 129.31 feet to the east line of the west 400.50 feet of Lot 9 in County Clerk's Division (as measured along the south line of Lot 9); thence South 00 degrees 34 minutes 56 seconds West along the aforesaid line, 1.35 feet to the point of beginning, excepting therefrom that part lying west of the East right-of-way for the new FAU Route 2612 as referred to in case 79L 11586, in Cook County, Illinois.

IN WITNESS WHEREOF, the Municipality and the Townbuilder have caused this

Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested as to the date first above written. This may be executed in counterparts.

"MUNICIPALITY":

VILLAGE OF LEMONT, ILLINOIS

(SEAL)

By _____
Village President

Attest:

Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this day _____ of _____ 2010, before me, the undersigned, a Notary Public, appeared Brian K. Reaves and Charlene M. Smollen, to me personally known, who, being by me duly sworn, did say that they are the Village President and the Village Clerk, respectively, of the VILLAGE OF LEMONT, ILLINOIS, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of such Municipality, and that such instrument was signed and sealed in behalf of the Municipality by authority of its President and Board of Trustees, and said officials acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of such Municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

(SEAL)

"TOWNBUILDER":

MP Lemont, LLC

By _____
Its President, Nicholas M. Ryan

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this day _____ of _____ 2010, before me, the undersigned, a Notary Public, appeared Nicholas M. Ryan, to me personally known, who, being by me duly sworn, did say that (s)he is President of MP Lemont, LLC duly authorized, established and existing under and by virtue of the laws of the State of Illinois, and that such instrument was signed and sealed in behalf of such limited liability company by authority of its board of directors, and such officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said limited company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

(SEAL)



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 #125-10
Village Board of Trustees

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

THRU

SUBJECT: **Façade Grant Program Applications – 115 Stephen and 221 Main**

DATE: 20 October 2010

The Village received two applications for the downtown façade, sign, and site improvement grant program: 115 Stephen Street (the Nail Academy) and 221 Main Street (Nick's Tavern)

I have reviewed both applications and found all proposed work to be eligible for grants. See the attached worksheets.

Thirty thousand dollars are available for façade grants this fiscal year. The committee made one previous recommendation for a grant of \$10,000. That amount was deemed appropriate by the Village Board, hence a total of \$20,000 remains available for grants this fiscal year. Upon the award of these two grants, approximately \$10,000 would remain.

Attachments:

1. Ordinance Approving Façade Grant for 115 Stephen St
2. Ordinance Approving Façade Grant for 221 Main St

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 115 STEPHEN STREET IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 25TH DAY OF OCTOBER, 2010**

**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 October, 2010.**

AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 115 STEPHEN STREET IN LEMONT, IL

ORDINANCE NO. _____

WHEREAS, the Village Board of Trustees approved Ordinance O-51-10 creating a Downtown Façade, Sign, and Site Improvement Grant Program (the "Façade Grant Program") on the 26th of July, 2010; and

WHEREAS, the Owner of the property at 115 Stephen Street in Lemont has applied for a grant under this program to add one awning to the building; and

WHEREAS, the application was reviewed per O-51-10 by the grant review committee, and the proposed work was found to be eligible for a grant under the Façade Grant Program; and

WHEREAS, the review committee recommends a grant of \$1,068.00.

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

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as "Downtown Façade, Sign, and Site Improvement Grant Agreement" for 115 Stephen Street, a copy of which is attached hereto and made a part hereof.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 25th day of October, 2010.

	<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 October, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A
Site Plan

Exhibit B

Findings of Fact

1. The proposed special use does not involve any combustible or hazardous material and therefore will not create any excessive demands on Village services.
2. The proposed special use is consistent with the existing land uses on surrounding property and will not have a negative impact on nearby properties.

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VILLAGE OF LEMONT

**DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT
GRANT PROGRAM AGREEMENT, 115 STEPHEN STREET**

6 **THIS AGREEMENT**, entered into this _____ day of _____, 2010, between the
7 Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following
8 designated OWNER/LESSEE, to wit:

9
10 Owner's/Lessee's Name: Loren D. Jahn

11
12 Address: _____

13
14 City: _____ State: _____ Zip Code: _____

15
16
17 Name of Business: Nail Academy

18
19 Project Address(es): 115 Stephen Street, Lemont

20
21 **WITNESSETH**

22 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site
23 Improvement Grant Program for application within certain designated commercial
24 rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and

25
26 **Whereas**, said Downtown Facade, Sign, and Site Improvement Grant Program is
27 administered by the VILLAGE and is funded from District Revenues for purposes of control
28 and prevention of blight, dilapidation and deterioration of designated areas within the
29 District, and

30
31 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject
32 to its sole discretion, in sharing the costs of downtown building, sign, and site improvements
33 to commercial establishments within the District; and

1 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment
2 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE
3 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program
4 pursuant to the terms and provisions of this agreement.
5

6 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
7 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:
8

9 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit C, to the
11 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
12 **property improvements shall not exceed \$1,068.00.** The maximum amount of
13 reimbursement for sign installation/improvements shall not exceed \$750.00, and the
14 maximum amount of reimbursement for architectural fees shall not exceed \$1,000.00. .
15

16 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be
17 undertaken until the building, sign, and/or site plans have been submitted to and approved by
18 the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such
19 improvements to be completed within 180 days of the date of the approval of this
20 Agreement.
21

22 **Section 3.** REVIEW OF PROJECT. The Planning & Economic Development
23 Director shall periodically review the progress of the contractor's work on the building, sign,
24 and site improvements pursuant to this Agreement. Such inspections shall not replace any
25 required permit inspection by Village Inspectors. All work which is not in conformance with
26 the approved drawings and specifications shall be immediately remedied by the
27 OWNER/LESSEE and deficient or improper work shall be replaced and made to comply
28 with the approved drawings, specifications, and terms of this Agreement.
29

30 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the
31 building and site improvement/historic preservation and upon its final inspection and
32 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
33 a properly executed and notarized contractor statement and architect fee statement showing
34 the full cost of the work as well as each separate component amount due to the contractor
35 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
36 work.

1 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the
2 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall,
3 within sixty days of receipt of the contractor's statement and proof of payment issue a
4 check to the OWNER/LESSEE. In no case shall the amount paid to the
5 OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or
6 architect's statements. At the time of reimbursement and throughout the term of this
7 agreement, the land use and signage under the control of the OWNER/LESSEE shall be in
8 conformance with zoning and sign code provisions.

9
10 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his
11 contractor fails to complete the building, sign, or site improvements in conformity with the
12 plans provided for in Exhibit A and in conformity with the provisions of this Agreement, this
13 Agreement shall terminate and the financial obligation on the part of the VILLAGE shall
14 cease and become null and void.

15
16 **Section 6.** FILING OF LIEN/MAINTENANCE OF IMPROVEMENT. Upon
17 completion of the building and site improvement work pursuant to this Agreement and for a
18 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly
19 maintaining such building and site improvement/historic preservation in its finished form and
20 without change or alteration thereto, as provided in this Agreement, and for the said period of
21 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall
22 not enter into any Agreement or contract or take any other steps to alter, change or remove
23 such improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any
24 other changes, by contract or otherwise, to the improvement provided for in this Agreement
25 unless such changes are first submitted to the Planning & Economic Development Director,
26 and any additional review body or commission for approval; which approval shall not be
27 unreasonably withheld if the proposed changes do not substantially alter the original design
28 concept of the building and site improvements as specified in the drawings and plans
29 approved pursuant to this Agreement. In addition to this section, a lien on the
30 OWNER/LESSEE property shall be filed prior to the final payout of the program
31 reimbursement.

32
33 **Section 7.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
34 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
35 subject premises which is unrelated to the building, sign, and site improvement provided for
36 in this Agreement.

37
38 **Section 8.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This
39 Agreement shall be binding upon the VILLAGE OF LEMONT and upon the
40 OWNER/LESSEE and its successors, to said property for a period of three years from and
41 after the date of completion and approval of the improvements provided for herein. It shall be
42 the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of
43 **Section 7** of this Agreement.

1 **Section 9.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION.

2 The owner of the subject property agree to defend and hold harmless the Village from any
3 and all claims which may arise out of said owners' construction activities under this
4 Agreement.
5

6 **Section 10.** GENERAL INDEMNIFICATION. In the event that, as a result of this

7 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant
8 in any litigation arising by reason of this Agreement, and development activities
9 contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the
10 mayor, trustees, officers and agents thereof, individually and collectively, from any
11 suits and from any claims, demands, setoff or other action including but not limited to
12 judgments arising therefrom. The obligation of the owners hereunder shall include and
13 extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and
14 its officers and agents in such litigation and includes expenses, court costs and fees; it
15 being understood that the owners where there shall be no applicable standards provided
16 therein, shall have the right to employ all such attorneys to represent the VILLAGE and its
17 officers and agents in such litigation, subject to the approval of the corporate authorities of
18 the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have
19 the right to appeal to courts of appellate jurisdiction any judgment taken against the
20 VILLAGE or its officers or agents in this respect, and the Village shall join in any such
21 appeal taken by the owners.
22

23 **Section 11.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto

24 may in law or in equity, by suit, action, mandamus, or any other proceeding, including
25 specific performance, enforce or compel the performance of this Agreement, which shall
26 include the right of the parties to recover a judgment for monetary damages against each
27 other, provided, however, that the owners shall not have a right to recover a judgment for
28 monetary damages against any elected or appointed official of the VILLAGE for any breach
29 of any of the terms of this Agreement. The VILLAGE reserves the right to maintain
30 an action to recover damages or any sums which owners have agreed to pay pursuant to this
31 Agreement and which have become due and remained unpaid.
32

33 **Section 12.** EXHIBITS. It is agreed that Exhibits I through VII shall be considered
34 part of this agreement.
35

36 **Section 13.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.

37 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the
38 property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site
39 Improvement Grant Program. The sign will be provided by the VILLAGE and shall be
40 displayed upon approval of this Agreement to no less than thirty days after final approval
41 and reimbursement is made.
42
43
44

1 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
2 first appearing above.

3
4
5 **OWNERS/LESSEE**

VILLAGE OF LEMONT

6
7
8 _____
9 **Property OWNER**

_____ **Village President**

10
11
12 **Date:** _____

Date: _____

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14
15 _____
16 **LESSEE**

17
18 **Date:** _____

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26 **ATTEST:**

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29 **By:** _____
30 **Village Clerk**

EXHIBITS

EXHIBIT A

PROOF OF OWNERSHIP IN FORM OF DEED OR
TITLE INSURANCE POLICY (TAX BILL IS NOT
ACCEPTABLE).

EXHIBIT B

SAMPLE LIEN SIGNED AND NOTARIZED

EXHIBIT C

DESCRIPTION OF WORK FOR WHICH
GRANT IS AWARDED

1 **AGREEMENT CREATING LIEN ON REAL ESTATE**

2 The undersigned, _____, owner(s) of
3 _____, Lemont, Illinois, having applied for
4 Downtown Facade, Sign, and Site Improvement Grant Program from the Village of Lemont
5 through TIF Financing District do hereby grant a lien to the Village of Lemont, a Municipal
6 Corporation, in the amount of _____ Dollars
7 (\$ _____) on the property commonly known as _____
8 Lemont, Illinois 60439, and legally described as follows:

9
10 Permanent Index Number:

11 The undersigned acknowledges that the aforesaid lien shall exist from the date of this
12 instrument, and shall become due if any facade alterations occur less than three years after
13 grant work completion. If this condition occurs, then the lien shall be payable to the Village
14 of Lemont. If this condition does not occur, then the lien shall be removed.

15 The undersigned grants to the Village of Lemont the right to assign, transfer or set over
16 to any other municipal corporation or any part thereof all of the right, title and interest in and
17 to said lien without reservations.

18 DATED this _____ day of _____

1 STATE OF ILLINOIS }
2 } SS:
3 COUNTY OF COOK }

4 I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
5 HEREBY CERTIFY that _____ is known to
6 me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,
7 appeared before me this day in person, and acknowledged that he/she/they signed, sealed, and
8 delivered the said instrument as a free and voluntary act for the uses and purposes therein set
9 forth.

10 _____
11 Notary Public

12 This instrument was prepared by:
13 VILLAGE OF LEMONT
14 418 Main Street
15 Lemont, Illinois 60439

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1 EXHIBIT C

2

3 DESCRIPTION OF WORK FOR WHICH GRANT IS AWARDED:

4

5 Add one awning, black with white lettering/trim, to façade as approved by the Historic

6 Preservation Commission's Certificate of Appropriateness

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 221MAIN STREET IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 25TH DAY OF OCTOBER, 2010**

**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 October, 2010.**

AN ORDINANCE APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 221 MAIN STREET IN LEMONT, IL

ORDINANCE NO. _____

WHEREAS, the Village Board of Trustees approved Ordinance O-51-10 creating a Downtown Façade, Sign, and Site Improvement Grant Program (the "Façade Grant Program") on the 26th of July, 2010; and

WHEREAS, the Owner of the property at 221 Main Street in Lemont has applied for a grant under this program to add one awning to the building; and

WHEREAS, the application was reviewed per O-51-10 by the grant review committee, and the proposed work was found to be eligible for a grant under the Façade Grant Program; and

WHEREAS, the review committee recommends a grant of \$8,422.27.

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

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as "Downtown Façade, Sign, and Site Improvement Grant Agreement" for 221 Stephen Street, a copy of which is attached hereto and made a part hereof.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 25th day of October, 2010.

	<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 October, 2010

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A
Site Plan

Exhibit B

Findings of Fact

1. The proposed special use does not involve any combustible or hazardous material and therefore will not create any excessive demands on Village services.
2. The proposed special use is consistent with the existing land uses on surrounding property and will not have a negative impact on nearby properties.

1 **VILLAGE OF LEMONT**

2
3 **DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT**
4 **GRANT PROGRAM AGREEMENT, 221 MAIN STREET**
5

6 **THIS AGREEMENT**, entered into this _____ day of _____, 2010, between the
7 Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following
8 designated OWNER/LESSEE, to wit:

9
10 Owner's/Lessee's Name:

11
12 Address: _____

13
14 City: _____ State: _____ Zip Code: _____

15
16
17 Name of Business: Nick's Tavern

18
19 Project Address(es): 221 Main Street, Lemont

20
21 **WITNESSETH**

22 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site
23 Improvement Grant Program for application within certain designated commercial
24 rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and

25
26 **Whereas**, said Downtown Facade, Sign, and Site Improvement Grant Program is
27 administered by the VILLAGE and is funded from District Revenues for purposes of control
28 and prevention of blight, dilapidation and deterioration of designated areas within the
29 District, and

30
31 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject
32 to its sole discretion, in sharing the costs of downtown building, sign, and site improvements
33 to commercial establishments within the District; and

1 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment
2 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE
3 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program
4 pursuant to the terms and provisions of this agreement.
5

6 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
7 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:
8

9 **Section 1.** **COST SHARING.** The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit C, to the
11 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
12 **property improvements shall not exceed \$8,422.27.** The maximum amount of
13 reimbursement for sign installation/improvements shall not exceed \$750.00, and the
14 maximum amount of reimbursement for architectural fees shall not exceed \$1,000.00. .
15

16 **Section 2.** **PLAN APPROVAL.** No building, sign, or site improvement shall be
17 undertaken until the building, sign, and/or site plans have been submitted to and approved by
18 the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such
19 improvements to be completed within 180 days of the date of the approval of this
20 Agreement.
21

22 **Section 3.** **REVIEW OF PROJECT.** The Planning & Economic Development
23 Director shall periodically review the progress of the contractor's work on the building, sign,
24 and site improvements pursuant to this Agreement. Such inspections shall not replace any
25 required permit inspection by Village Inspectors. All work which is not in conformance with
26 the approved drawings and specifications shall be immediately remedied by the
27 OWNER/LESSEE and deficient or improper work shall be replaced and made to comply
28 with the approved drawings, specifications, and terms of this Agreement.
29

30 **Section 4.** **DOCUMENTATION REQUIREMENTS.** Upon completion of the
31 building and site improvement/historic preservation and upon its final inspection and
32 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
33 a properly executed and notarized contractor statement and architect fee statement showing
34 the full cost of the work as well as each separate component amount due to the contractor
35 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
36 work.

1 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the
2 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall,
3 within sixty days of receipt of the contractor's statement and proof of payment issue a
4 check to the OWNER/LESSEE. In no case shall the amount paid to the
5 OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or
6 architect's statements. At the time of reimbursement and throughout the term of this
7 agreement, the land use and signage under the control of the OWNER/LESSEE shall be in
8 conformance with zoning and sign code provisions.
9

10 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his
11 contractor fails to complete the building, sign, or site improvements in conformity with the
12 plans provided for in Exhibit A and in conformity with the provisions of this Agreement, this
13 Agreement shall terminate and the financial obligation on the part of the VILLAGE shall
14 cease and become null and void.
15

16 **Section 6.** FILING OF LIEN/MAINTENANCE OF IMPROVEMENT. Upon
17 completion of the building and site improvement work pursuant to this Agreement and for a
18 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly
19 maintaining such building and site improvement/historic preservation in its finished form and
20 without change or alteration thereto, as provided in this Agreement, and for the said period of
21 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall
22 not enter into any Agreement or contract or take any other steps to alter, change or remove
23 such improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any
24 other changes, by contract or otherwise, to the improvement provided for in this Agreement
25 unless such changes are first submitted to the Planning & Economic Development Director,
26 and any additional review body or commission for approval; which approval shall not be
27 unreasonably withheld if the proposed changes do not substantially alter the original design
28 concept of the building and site improvements as specified in the drawings and plans
29 approved pursuant to this Agreement. In addition to this section, a lien on the
30 OWNER/LESSEE property shall be filed prior to the final payout of the program
31 reimbursement.
32

33 **Section 7.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
34 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
35 subject premises which is unrelated to the building, sign, and site improvement provided for
36 in this Agreement.
37

38 **Section 8.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This
39 Agreement shall be binding upon the VILLAGE OF LEMONT and upon the
40 OWNER/LESSEE and its successors, to said property for a period of three years from and
41 after the date of completion and approval of the improvements provided for herein. It shall be
42 the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of
43 Section 7 of this Agreement.
44

1 **Section 9. VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION.**

2 The owner of the subject property agree to defend and hold harmless the Village from any
3 and all claims which may arise out of said owners' construction activities under this
4 Agreement.

5
6 **Section 10. GENERAL INDEMNIFICATION.** In the event that, as a result of this
7 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant
8 in any litigation arising by reason of this Agreement, and development activities
9 contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the
10 mayor, trustees, officers and agents thereof, individually and collectively, from any
11 suits and from any claims, demands, setoff or other action including but not limited to
12 judgments arising therefrom. The obligation of the owners hereunder shall include and
13 extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and
14 its officers and agents in such litigation and includes expenses, court costs and fees; it
15 being understood that the owners where there shall be no applicable standards provided
16 therein, shall have the right to employ all such attorneys to represent the VILLAGE and its
17 officers and agents in such litigation, subject to the approval of the corporate authorities of
18 the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have
19 the right to appeal to courts of appellate jurisdiction any judgment taken against the
20 VILLAGE or its officers or agents in this respect, and the Village shall join in any such
21 appeal taken by the owners.

22
23 **Section 11. PERFORMANCE OF AGREEMENT.** It is agreed that the parties hereto
24 may in law or in equity, by suit, action, mandamus, or any other proceeding, including
25 specific performance, enforce or compel the performance of this Agreement, which shall
26 include the right of the parties to recover a judgment for monetary damages against each
27 other, provided, however, that the owners shall not have a right to recover a judgment for
28 monetary damages against any elected or appointed official of the VILLAGE for any breach
29 of any of the terms of this Agreement. The VILLAGE reserves the right to maintain
30 an action to recover damages or any sums which owners have agreed to pay pursuant to this
31 Agreement and which have become due and remained unpaid.

32
33 **Section 12. EXHIBITS.** It is agreed that Exhibits I through VII shall be considered
34 part of this agreement.

35
36 **Section 13. DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.**
37 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the
38 property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site
39 Improvement Grant Program. The sign will be provided by the VILLAGE and shall be
40 displayed upon approval of this Agreement to no less than thirty days after final approval
41 and reimbursement is made.

1 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
2 first appearing above.

3
4
5 **OWNERS/LESSEE**

VILLAGE OF LEMONT

6
7
8 _____
9 **Property OWNER**

_____ **Village President**

10
11
12 **Date:** _____

Date: _____

13
14
15 _____
16 **LESSEE**

17
18 **Date:** _____

19
20
21
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24
25
26 **ATTEST:**

27
28
29 **By:** _____
30 Village Clerk

EXHIBITS

EXHIBIT A

PROOF OF OWNERSHIP IN FORM OF DEED OR
TITLE INSURANCE POLICY (TAX BILL IS NOT
ACCEPTABLE).

EXHIBIT B

SAMPLE LIEN SIGNED AND NOTARIZED

EXHIBIT C

DESCRIPTION OF WORK FOR WHICH
GRANT IS AWARDED

1 **AGREEMENT CREATING LIEN ON REAL ESTATE**

2 The undersigned, _____, owner(s) of
3 _____, Lemont, Illinois, having applied for
4 Downtown Facade, Sign, and Site Improvement Grant Program from the Village of Lemont
5 through TIF Financing District do hereby grant a lien to the Village of Lemont, a Municipal
6 Corporation, in the amount of _____ Dollars
7 (\$ _____) on the property commonly known as _____
8 Lemont, Illinois 60439, and legally described as follows:

9
10 Permanent Index Number:

11 The undersigned acknowledges that the aforesaid lien shall exist from the date of this
12 instrument, and shall become due if any facade alterations occur less than three years after
13 grant work completion. If this condition occurs, then the lien shall be payable to the Village
14 of Lemont. If this condition does not occur, then the lien shall be removed.

15 The undersigned grants to the Village of Lemont the right to assign, transfer or set over
16 to any other municipal corporation or any part thereof all of the right, title and interest in and
17 to said lien without reservations.

18
 DATED this _____ day of _____

1 STATE OF ILLINOIS }
2 } SS:
3 COUNTY OF COOK }

4 I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
5 HEREBY CERTIFY that _____ is known to
6 me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,
7 appeared before me this day in person, and acknowledged that he/she/they signed, sealed, and
8 delivered the said instrument as a free and voluntary act for the uses and purposes therein set
9 forth.

10 _____
11 Notary Public

12 This instrument was prepared by:
13 VILLAGE OF LEMONT
14 418 Main Street
15 Lemont, Illinois 60439

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31

1 EXHIBIT C

2

3 DESCRIPTION OF WORK FOR WHICH GRANT IS AWARDED:

4

5 1. Repair roof

6 2. Repair/replace wood on elevations

7 3. Repaint elevations

Village Board
Agenda Memorandum

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Resolution Appointing IMRF Authorized Agent
date: October 20, 2010

BACKGROUND/HISTORY

The Village is required by the Illinois Municipal Retirement Fund (IMRF) to have an appointed authorized agent. The attached resolution appoints Ted Friedley as the Village's authorized agent.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

RECOMMENDATION

Approval of the Attached Resolution

ATTACHMENTS (IF APPLICABLE)

A. Resolution Appointing Ted Friedley as the IMRF Authorized Agent

SPECIFIC VILLAGE BOARD ACTION REQUIRED

A. Motion to Approve Resolution

RESOLUTION _____

A RESOLUTION APPOINTING IMRF AUTHORIZED AGENT

WHEREAS, the Village of Lemont is required by the Illinois Municipal Retirement Fund (IMRF) to appoint an authorized agent for said fund.

NOW, THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont that Ted Friedley, Account Analyst, shall be appointed as the Illinois Municipal Retirement Fund (IMRF) authorized agent for the Village of Lemont.

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, COOK, WILL AND DU PAGE COUNTIES ILLINOIS
on this _____ Day of _____, 2010.

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 04/2010)

INSTRUCTIONS

- Appointment of an Authorized Agent is to be made by adoption of a resolution by the governing body.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- If you have an Employer Access account through IMRF *Online*, the new Authorized Agent will need to register for a new User ID and update the account profile to reflect this change.

Employer Name Village of Lemont	Employer IMRF I.D. Number			
Authorized Agent's First Name Mr./Mrs. Dr./Ms. Theodore	Middle Initial F.	Last Friedley	Jr., Sr., II, etc.	Social Security Number _____
Type of governing body Municipal				
Date appointment made 10/25/2010	Effective date of appointment 11/1/2010	Position Title Senior Fiscal Assistant		
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (the Authorized Agent must be a participant in IMRF to file a petition or cast a ballot):				
To file Petition for Nominations of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No				
To cast a Ballot for Election of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No				
X Signature of Authorized Agent			Date	
Certification				
I, Charlene Smollen , do hereby certify that I am Clerk				
(Name) (Clerk or Secretary)				
of the Village of Lemont				
(Name of Employer)				
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.				
SEAL			Signature of Clerk or Secretary	
Business Address				
All correspondence and communications with the Authorized Agent are to be addressed as follows:				
Name (if different from above)				
Mr./Mrs./Dr./Ms. Theodore F. Friedley				
Business Address				
Village of Lemont 418 Main Street				
City State and Zip + 4				
Lemont, IL 60439				
Telephone (w/area code and extension)			Alternate telephone number (w/area code and extension)	
(630) 257-1550			(630) 243-2708	
FAX (w/area code)			Email address	
(630) 257- 1598			tfriedley@lemont.il.us	

Illinois Municipal Retirement Fund
 2211 York Road Suite 500 Oak Brook, IL 60523-2337
 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) • www.imrf.org

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Temporary Construction Easement
State Street Water Main Replacement: Cass Street to Illinois Street
Community Development Block Grant No. 09-017

date: October 13, 2010

BACKGROUND

In order for the State Street Water Main Replacement Project, from Cass Street to Illinois Street, to proceed, the Village needs a Temporary Construction Easement from the Catholic Bishop of Chicago, for the removal and replacement of the fence and guardrail, and for operation of construction equipment, at St. Patrick's Church.

PROS/CONS/ALTERNATIVES

Granting of the easement is necessary to allow for the State Street Water Main Replacement project, from Cass Street to Illinois Street, in order to proceed with the water main replacement work in a timely manner.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

- Resolution Accepting a Temporary Construction Easement; and
- Proposed "Temporary Construction Easement".

VILLAGE BOARD ACTION REQUIRED

Approval of the attached Resolution.

RESOLUTION _____

**RESOLUTION ACCEPTING A
TEMPORARY CONSTRUCTION EASEMENT**

P.I.N. 22-20-315-001

P.I.N. 22-20-315-009

P.I.N. 22-20-315-008

WHEREAS, the Village of Lemont needs to be granted a Temporary Construction Easement for fence and guardrail removal and replacement, as well as for operation of construction equipment, from the Catholic Bishop of Chicago (St. Patrick's Church); and

WHEREAS, said Temporary Construction Easement allows for the installation and construction of a 12-inch water main within the adjacent right-of-way of State Street, for the benefit of other parties.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the Temporary Construction Easement attached hereto 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 October, 2010.

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this 25th day of October, 2010.

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: _____

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor, **the Catholic Bishop of Chicago, an Illinois Corporation sole**, of the County of Cook, and State of Illinois for and in consideration of the sum of **ten dollar (\$10.00)**, in hand paid, the receipt of which is hereby acknowledged, hereby represent that it owns the fee simple title to and do by these presents grant the right, easement and privilege to enter upon the following described land, the Temporary Easement area, unto the Village of Lemont, for the use of the Village of Lemont, Grantee, for the purpose of removal and replacement of a fence and guard rail, and for operation of construction equipment, to allow for the construction of a 12-inch water main within the adjacent right-of-way of State Street. The Grantee's temporary construction work in the Temporary Easement Area shall be performed using due care in performing any such temporary construction work so as not to (i) damage any of Grantor's improvements near the Temporary Easement Area, or (ii) interfere with or adversely affect any of Grantor's activities conducted on the balance of Grantor's property at St. Patrick's Parish in Lemont, IL. All temporary construction work performed by or on behalf of the Grantee on and/or within the Temporary Easement Area shall be performed free of liens so that Grantor's property shall be remain free from any claim by way of lien or encumbrance caused by or arising out any such work or repairs performed or contracted for by Grantee. If any such lien or claim for lien shall be filed against Grantor's property arising out of any such temporary construction work, Grantee shall immediately cause the release of any such lien or claim for lien or bond over such lien or claim for lien in a manner satisfactory to Grantor. The Grantee shall conduct all activity on the Temporary Easement Area in compliance with all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and interpretations thereof, and all present and future requirements of common law, including, but not limited to, laws relating to safety, health and environmental concerns.

The Grantee hereby undertakes and agrees to indemnify, defend, save and keep harmless the Grantor and its guests, invitees, employees, tenants, subtenants and licensees, (collectively, the "Indemnified Parties") from and against any loss, cost, damage, liability, claim or expense, including attorneys' fees, which any of the Indemnified Parties may suffer, incur or sustain from or arising out of (a) any injuries to or death of any person or persons, or damage to or loss of any real or personal property, resulting from the Grantee's (or Grantee's officers', employees', agents', contractors', subcontractors' and their respective authorized persons') entry upon Grantor's property and their presence thereon, and/or operation(s) and/or activity(ies) related to the temporary construction work, in, on, upon, over, under, along, across and through the Temporary Easement Area; (b) any acts or omissions of the Grantee (or Grantee's officers, employees, agents, contractors, subcontractors and their respective authorized persons); and (c) any breach, default or other failure of the Grantee to perform its covenants and obligations under this Temporary Construction Easement; provided, however, that nothing herein contained shall obligate the Grantee to indemnify the Grantor from any liability arising out of any grossly negligent acts of Grantor or Grantor's agents.

Prior to commencement of any work, the Grantee or its contractor shall provide to Grantor a Certificate of Insurance naming the Grantor (which shall be designated on said Certificate as "The Catholic Bishop of Chicago, an Illinois corporation sole"), the Grantee, and their respective officers, employees, agents, and volunteers as additional insured evidencing coverages providing the following: comprehensive general liability and auto liability coverage in statutory amounts in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; workers' compensation coverage in statutory amounts; and \$3,000,000 in excess coverage.

Promptly following the performance of temporary construction work on the Temporary Easement Area, the Grantee, at the Grantee's sole cost and expense, shall promptly repair, replace and restore such area and/or improvements disturbed by such work to a condition that is equal or better than that which existed prior to the start of construction work within the Easement Area. Grantee's foregoing obligation expressly includes replanting grass, reinstalling the guard rail, and paying labor and installations costs and expenses for a new fence to be selected by St. Patrick's Parish (it being understood that St. Patrick's parish shall pay for the fence itself).

Legal Description of Temporary Easement Area

The west 10-feet of Lots 6 and 7, in Block 8, in the "Village of Lemont", Recorded August 8, 1874, as Document 184242 in Cook County, Illinois.

The right, easement and privilege granted here it shall terminate on the 15th day of December, 2010, or on the completion of the water main project, whichever is the sooner.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this ____ day of _____, 2010.

THE CATHOLIC BISHOP OF CHICAGO

Signature: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____ } ss

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my and notarial seal this ____ day of _____ A. D., 2010

Notary Public

(SEAL)

MY COMMISSION EXPIRES _____, 2010.

VILLAGE OF LEMONT

STATE OF ILLINOIS
COUNTY OF COOK, DU PAGE & WILL] ss

Approved by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois, at a meeting held on the 25th day of October, A.D., 2010.

By: _____
Village President (Brian K. Reaves)

Attest: _____
Village Clerk (Charlene M. Smollen)

VILLAGE BOARD NOTARY CERTIFICATION

STATE OF _____]
COUNTY OF _____] ss

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian K. Reaves and Charlene M. Smollen, 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 he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes set forth.

Dated this ____ day of _____ A. D., 2010

Notary Public

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: Plat of Easement / Proposed Drainage & Detention Easement
Village of Lemont Parcel

date: October 1, 2010

BACKGROUND

In order for Aggreko Rental and Casey Equipment Company to hook-up to the sanitary sewer, stormwater detention must be provided. In order to encumber the detention basin in perpetuity, the MWRDGC requires that a "Drainage and Detention Easement" on a parcel of land owned by the Village of Lemont, located to the west of the Public Works Building be granted by the Village.

PROS/CONS/ALTERNATIVES

Granting of the easement is necessary to allow Aggreko Rental and Casey Equipment to receive a permit to hook-up to the sanitary sewer.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

- Resolution Accepting a Plat of Easement for drainage and detention.
- Proposed Drainage and Detention Easement document and Plat.

VILLAGE BOARD ACTION REQUIRED

Approval of the attached Resolution.

#08210

RESOLUTION _____

**RESOLUTION ACCEPTING A
PLAT OF DRAINAGE AND DETENTION EASEMENT**

P.I.N. 22-30-101-038

P.I.N. 22-30-101-045

WHEREAS, the Village of Lemont needs to grant a Plat of Easement for stormwater drainage and detention, on a Village-owned parcel located on New Avenue at I-355; and

WHEREAS, said Plat of Easement allows for the installation, construction, and maintenance of the drainage and detention facilities for the benefit of other parties.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the Plat of Easement attached hereto 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 October, 2010.

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 October, 2010.

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: _____

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Plat of Easement / Proposed Drainage & Detention Easement
Casey Equipment Parcel

date: October 1, 2010

BACKGROUND

In order for Aggreko Rental and Casey Equipment Company to receive a Permit to hook-up to the sanitary sewer, stormwater detention must be provided. In order to encumber the detention basin in perpetuity, the MWRDGC requires that a "Drainage and Detention Easement" on a parcel owned by Casey Equipment Company be granted. The easement is to be maintained by the Casey Equipment Company and/or Aggreko Rental, giving the Village the right, but not the obligation, to maintain the easement.

PROS/CONS/ALTERNATIVES

Granting of the easement is necessary to allow Aggreko Rental and Casey Equipment to receive an MWRDGC Permit and hook-up to the sanitary sewer.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

- Resolution Accepting a Plat of Easement for drainage and detention.
- Proposed Drainage and Detention Easement document and Plat.

VILLAGE BOARD ACTION REQUIRED

Approval of the attached Resolution.

RESOLUTION _____

**RESOLUTION ACCEPTING A
PLAT OF DRAINAGE AND DETENTION EASEMENT**

P.I.N. 22-30-101-039

WHEREAS, the Casey Equipment Company needs to grant a Plat of Easement for stormwater drainage and detention, on a parcel owned by the Donald H. Cox Trust and on New Avenue at I-355; and

WHEREAS, said Plat of Easement allows for the installation, construction, and maintenance of the drainage and detention facilities.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the Plat of Easement attached hereto is hereby accepted.

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 October, 2010.

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this 25th day of October, 2010.

Attest:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

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

Date: _____

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: SINGER LANDING CONDOMINIUM
MAINTENANCE AND EASEMENT AGREEMENT

date: October 19, 2010

BACKGROUND

In order to maintain certain Improvements, including retaining walls, slope landscaping and a bike path running perpendicular to the existing "Illinois & Michigan Canal Path" which have been constructed on the portion of the Village Property along the Canal, a "Maintenance and Easement Agreement" is necessary between the Village, Lennar Communities of Chicago, LLC, and the Singer Landing Condominium Association.

PROS/CONS/ALTERNATIVES

Granting of the easement is necessary to allow for the maintenance of improvements at the Singer Landing Condominium. The Singer Landing Condominium Association will maintain the landscape slope and retaining wall within the easement, and the Village will maintain the pathway.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

- Resolution Accepting a Maintenance & Easement Agreement.
- Proposed Maintenance & Easement Agreement.

VILLAGE BOARD ACTION REQUIRED

Approval of the attached Resolution.

#04263

RESOLUTION _____

**RESOLUTION ACCEPTING A
"MAINTENANCE & EASEMENT AGREEMENT"**

WHEREAS, the Village and the Singer Landing Condominium Association needs a "Maintenance & Easement Agreement" to outline maintenance of certain improvements, which have been constructed and exist on the portion of the Village Property, at the Singer Landing Condominiums; and

WHEREAS, said "Maintenance & Easement Agreement" allows for the maintenance of same, as stated above.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the "Maintenance & Easement Agreement" attached hereto is hereby accepted.

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 October, 2010.

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 October, 2010.

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: _____

*This instrument was prepared by
and after recording should be returned
to:*

*Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, IL 60173-5431*

MAINTENANCE AND EASEMENT AGREEMENT

Re: Easement Parcel North of Singer Landing Condominium

This Maintenance and Easement Agreement ("Agreement") is made by and between the Village of Lemont, an Illinois municipal corporation ("Village"), Lennar Communities of Chicago L.L.C., an Illinois limited liability company ("Developer"), and Singer Landing Condominium Association, an Illinois not for profit corporation ("Association").

RECITALS

Developer held title to all of the real estate legally described in Exhibit A hereto ("Singer Landing Subdivision"). Village is the owner of the real estate north of and adjoining Lot 1 in the Singer Landing Subdivision ("Village Property").

Developer recorded the Declaration of Condominium Ownership for Singer Landing Condominium in Cook County, Illinois, on February 23, 2007, as Document No. 0705415134 ("Declaration") with respect to a portion of the Singer Landing Subdivision. The Declaration has since been supplemented from time to time to add additional portions of the Singer Landing Subdivision to the terms of the Declaration. It is currently planned that all of the real estate in the Singer Landing Subdivision, other than Talcott Avenue and Grace Court, will be made subject to the Declaration, or to a separate, non-condominium declaration. The Association administers the real estate which is, from time to time, subject to the Declaration and is responsible for performing other responsibilities as required from time to time under the Declaration.

Certain improvements, including retaining walls, landscaping and a bike path running perpendicular to the existing "Illinois and Michigan Canal Path" ("Improvements") have been constructed and exist on the portion of the Village Property which is legally described and depicted on Exhibit B attached hereto ("Easement Parcel"). It was always intended that the Association would be responsible for the ongoing maintenance, repair and replacement of the Improvements located on the Easement Parcel.

The parties desire to establish and formalize their agreements concerning the obligation of the Association to maintain, repair and replace the Improvements located on the Easement Parcel and the right of the Association to come upon the Easement Parcel in order to do so.

ACCORDINGLY, the parties agree as follows:

1. The Village hereby grants to the Association a non-exclusive, perpetual easement for access over and across the Easement Parcel for the purpose of providing all necessary maintenance, repairs and replacements of the Improvements located on the Easement Parcel.
2. The Association shall be responsible for and shall furnish all maintenance, repair and replacement of the Improvements, in accordance with generally acceptable maintenance standards and any reasonable requirements established by the Village from time to time. The Developer shall amend the Declaration to provide for such maintenance, repairs and replacements to be performed by the Association.
3. If the Association fails to perform the maintenance, repairs or replacements required to be performed by the Association hereunder, then the Village shall have the right (but shall not be obligated) to give notice to the Association of its perform its obligations. If such notice is given, and the Association does not perform to the reasonable satisfaction of the Village within thirty (30) days after the giving of such notice, then the Village may (but shall not be obligated to) perform any and all work which it reasonably deems necessary and appropriate, either directly or through contractors engaged by the Village, and the Association shall, upon demand, reimburse the Village for the reasonable cost of such work. Any amount due by the Association to the Village hereunder which is not paid within thirty (30) days after payment is requested hereunder shall bear interest at the rate of four percent (4%) above the "prime rate" of interest as published from time to time in the Wall Street Journal from the due date to the date when paid. The Village may bring an action against the Association to recover any amount due to the Village hereunder (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount due to the Village and included in any judgment rendered in such action).
4. This Agreement shall be recorded in the public records of Cook County, Illinois to evidence the agreements made hereunder; which agreements shall be perpetual and shall run with and bind the Singer Landing Subdivision and the Easement Parcel, subject to the terms hereof.
5. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois.
6. This Agreement may be amended by the parties by an instrument executed by the Village and Association and, until such time as the Developer no longer holds or controls title to any portion of the Singer Landing Subdivision, the Developer. An amendment hereto shall only become effective when it is recorded with the Recorder of Deeds for Cook County, Illinois.

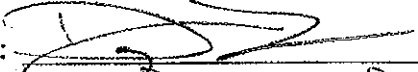
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2010.

VILLAGE OF LEMONT, an Illinois municipal corporation

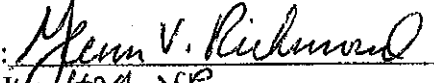
By: _____
Its: Mayor

ATTEST: _____
Its: Village Clerk

LENNAR COMMUNITIES OF CHICAGO L.L.C., an Illinois limited liability company

By: 
Its: DAVID A. ...

SINGER LANDING CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation

By: 
Its: HOA VP

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that _____, Village Mayor, and _____, Village Clerk, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged, signed and delivered the said instrument as such President and Village Clerk, respectively, as their free and voluntary act and as the free and voluntary act of the Village of Lemont, for the purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2010.

Notary Public

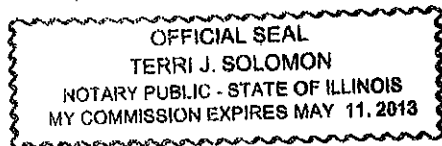
STATE OF ILLINOIS)
)
COUNTY OF Lake)

I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that Doug Boben, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged, signed and delivered the said instrument as the authorized signatory for Lennar Communities of Chicago L.L.C., and Illinois limited liability company ("Company"), as his free and voluntary act and as the free and voluntary act of the Company, for the purposes therein set forth.

Given under my hand and official seal this 15th day of October, 2010.

Terr J. Solomon
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Lake)



I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that Glenn Richmond, the Vice President of Singer Landing Condominium Association, an Illinois not for profit corporation ("Association"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged, signed and delivered the foregoing instrument, as his free and voluntary act and as the free and voluntary act of the Association, for the purposes therein set forth.

Given under my hand and official seal this 15th day of October, 2010.

Terr J. Solomon
Notary Public

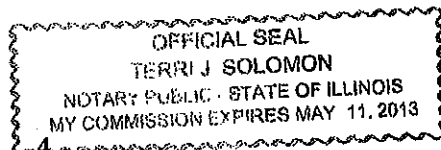


EXHIBIT A

Legal Description of Singer Landing Subdivision

All Lots in Singer Landing, being a subdivision in the East ½ of the Southeast ¼ of Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois, as Document No. 0504627061.

PINs:

22-20-409-010

22-20-409-011

22-20-414-013

22-20-416-002

22-20-416-004

EXHIBIT B

Legal Description and Depiction of Easement Parcel

[See attached]

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: BIKE PATH EASEMENT / 12857 Dunmoor Drive (Lot 69)
GLENS OF CONNEMARA SUBDIVISION

date: October 14, 2010

BACKGROUND

In order to avoid construction in a wetland area, a 15-foot bike path easement over and through Lot 69 (12857 Dunmoor) needs to be granted by the developer of the Glens of Connemara for the installation and construction of a bicycle path, to be used by the general public, in the Glens of Connemara Subdivision. The maintenance of the 15-foot easement will be the responsibility of the Village of Lemont, or its assignee.

PROS/CONS/ALTERNATIVES

Granting of the easement is necessary to allow for the installation and construction of a bicycle path in the Glens of Connemara.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

- Resolution Accepting a 15-Foot Bike Path Easement.
- Proposed "15-Foot Bike Path Easement" Plat.

VILLAGE BOARD ACTION REQUIRED

Approval of the attached Resolution.

#05382

RESOLUTION _____

**RESOLUTION ACCEPTING A
"15-FOOT BIKE PATH EASEMENT"
P.I.N. 22-35-205-001**

WHEREAS, the Owner(s) of the property at 12957 Dunmoor Drive (Lot 69) needs to grant a "15-Foot Bike Path Easement" for the Installation and construction of a bicycle path in the Glens of Connemara Subdivision; and

WHEREAS, said "15-Foot Bike Path Easement" allows for the installation, construction, and maintenance of the bicycle path.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the "15-Foot Bike Path Easement" attached hereto is hereby accepted.

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 October, 2010.

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

CHARLENE SMOLLEN, Village Clerk

Approved by me this 25th day of October, 2010.

Attest:

BRIAN K. REAVES, Village President

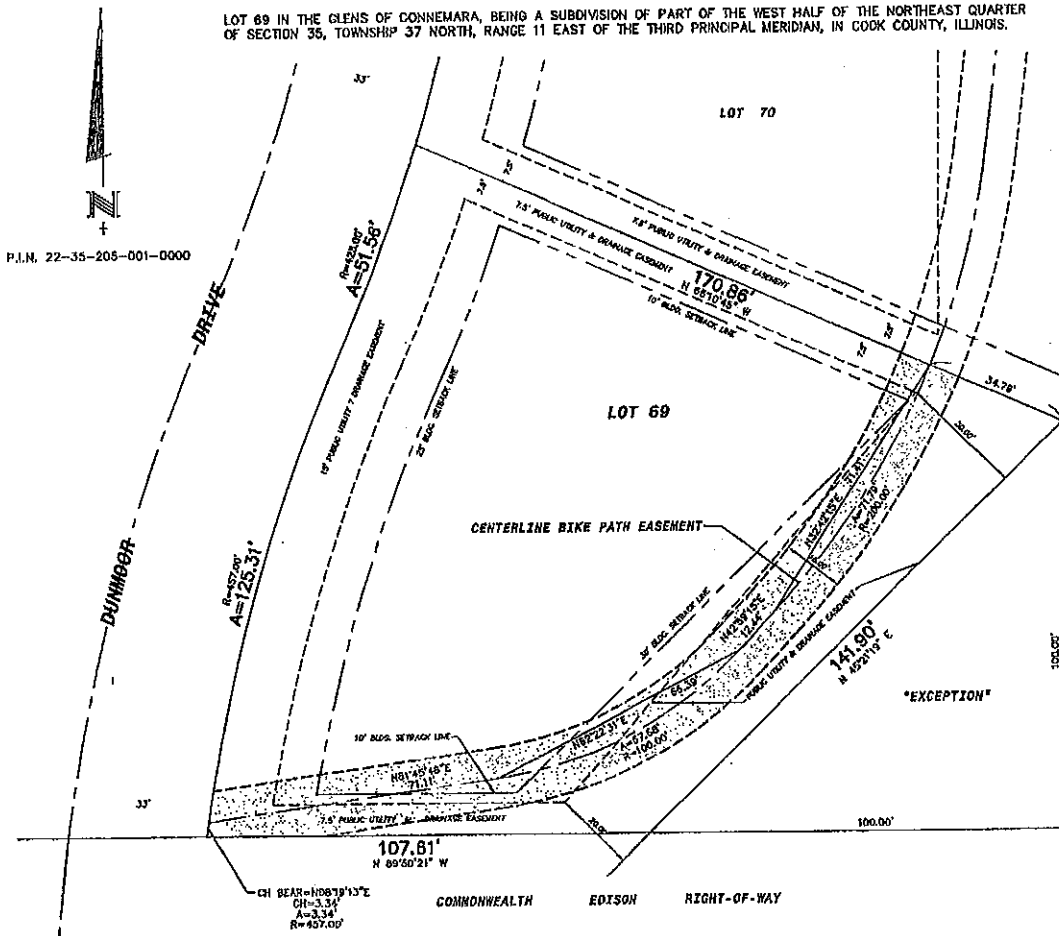
CHARLENE SMOLLEN, Village Clerk

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

Date: _____

15-FOOT BIKE PATH EASEMENT OVER AND THROUGH

LOT 69 IN THE GLENS OF CONNEMARA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VILLAGE OF LEMONT
EASEMENT PROVISIONS FOR BIKE PATH EASEMENT

A perpetual easement is hereby reserved for and granted to the Village of Lemont, (GRANTEE) an Illinois municipal corporation, and its successors and assigns for the installation, construction, reconstruction, replacement, alteration, enlargement, operation, inspection, repair, maintenance, relocation, removal and removal of a bike path upon, along, across and over the areas described herein and hereon (identified as "Bike Path Easement") for the use and enjoyment of the general public together with the right to enter upon the property with such personnel and equipment as may be deemed necessary for all such uses and purposes.

OWNER'S CERTIFICATION
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

I, _____ DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNER I HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D., 2010.
BY: _____
ATTEST: _____

PROPERTY ADDRESS:
12857 Dunmoor Drive
Lemont, Illinois

Scale: 1" = 20' Order Number: 6436-89
Ordered By: COOK ENGINEERING GROUP

OWNER'S NOTARY CERTIFICATION
STATE OF ILLINOIS) S.S.
COUNTY OF WILL)

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY, IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH.

DATED THIS _____ DAY OF _____ A.D., 2010.

NOTARY PUBLIC

VILLAGE BOARD APPROVAL
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS, AT A MEETING HELD ON THE _____ DAY OF _____ A.D., 2010.

BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK



Prepared By Area Survey Company, P.C.
Signed on the 13TH day of OCTOBER, 2010

Compare all points before building and all lines report any difference to the surveyor. For building lines, easements and other restrictions not shown hereon, refer to your abstract, deed, contract and zoning ordinances. No dimension shall be assumed by scale measurement upon this plat.

Circle at 1/8" Compound Plot are not valid without the Endorsed Seal of the Professional Land Surveyor.

Illinois Professional Design Firm No. 181-002818

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: BIKE PATH EASEMENT / 12841 Dunmoor Drive (Lot 70)
GLENS OF CONNEMARA SUBDIVISION

date: October 19, 2010

BACKGROUND

In order to avoid construction in a wetland area, a 15-foot bike path easement over and through Lot 70 (12841 Dunmoor) needs to be granted by the developer of the Glens of Connemara for the installation and construction of a bicycle path, to be used by the general public, in the Glens of Connemara Subdivision. The maintenance of the 15-foot easement will be the responsibility of the Village of Lemont, or its assignee.

PROS/CONS/ALTERNATIVES

Granting of the easement is necessary to allow for the installation and construction of a bicycle path in the Glens of Connemara.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

- Resolution Accepting a 15-Foot Bike Path Easement.
- Proposed "15-Foot Bike Path Easement" Plat.

VILLAGE BOARD ACTION REQUIRED

Approval of the attached Resolution.

#05382

RESOLUTION _____

**RESOLUTION ACCEPTING A
"15-FOOT BIKE PATH EASEMENT"
P.I.N. 22-35-205-002**

WHEREAS, the Owner(s) of the property at 12941 Dunmoor Drive (Lot 70) needs to grant a "15-Foot Bike Path Easement" for the installation and construction of a bicycle path in the Glens of Connemara Subdivision; and

WHEREAS, said "15-Foot Bike Path Easement" allows for the installation, construction, and maintenance of the bicycle path.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the "15-Foot Bike Path Easement" attached hereto is hereby accepted.

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 October, 2010.

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 October, 2010.

A t t e s t:

BRIAN K. REAVES, Village President

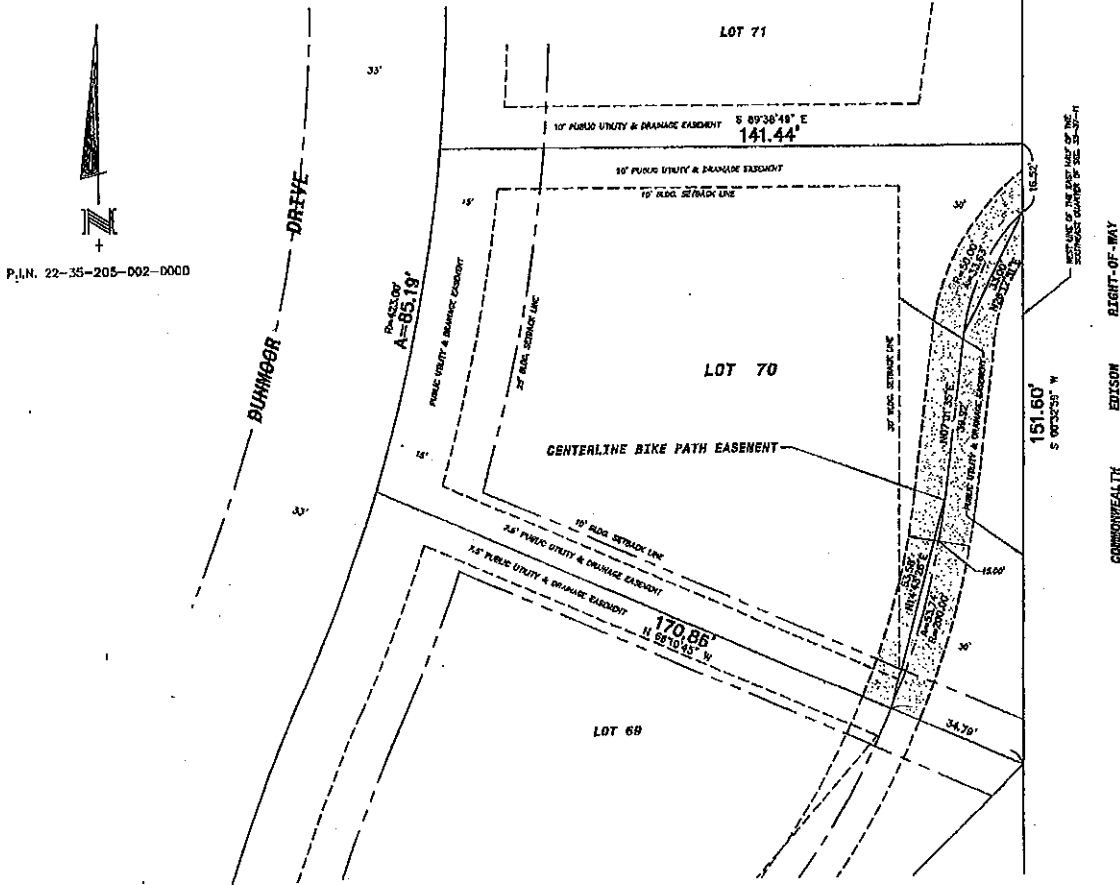
CHARLENE SMOLLEN, Village Clerk

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

Date: _____

15-FOOT BIKE PATH EASEMENT OVER AND THROUGH

LOT 70 IN THE GLENS OF CONNEMARA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



P.I.N. 22-35-205-002-0000

VILLAGE OF LEMONT
EASEMENT PROVISIONS FOR BIKE PATH EASEMENT
 A perpetual easement is hereby reserved for and granted to the Village of Lemont, (GRANTEE) an Illinois municipal corporation, and its successors and assigns for the installation, construction, reconstruction, replacement, alteration, enlargement, operation, inspection, repair, maintenance, relocation, removal and removal of a bike path upon, along, across and over the area described herein and hereon identified as "Bike Path Easement" for the use and enjoyment of the general public; together with the right to enter upon the property with such personnel and equipment as may be deemed necessary for all such uses and purposes.

OWNER'S NOTARY CERTIFICATION
 STATE OF ILLINOIS) S.S.
 COUNTY OF WILL)

VILLAGE BOARD APPROVAL
 STATE OF ILLINOIS) S.S.
 COUNTY OF COOK)

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWING TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY, IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS, AT A MEETING HELD ON THE _____ DAY OF _____ A.D., 2010.
 BY: _____ VILLAGE PRESIDENT
 ATTEST: _____ VILLAGE CLERK

OWNER'S CERTIFICATION
 STATE OF ILLINOIS) S.S.
 COUNTY OF COOK)

DATED THIS _____ DAY OF _____ A.D., 2010.

I, _____ DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNER I HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE PLATED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

DATED THIS _____ DAY OF _____ A.D., 2010.
 BY: _____
 ATTEST: _____

PROPERTY ADDRESS:
 12841 Dunmoor Drive
 Lemont, Illinois

Compare all points before building and at once report any differences to the surveyor. For building there, easements and other restrictions not shown hereon, refer to your abstract, deed, contract, and zoning ordinance. No distinction shall be assumed by scale measurement upon this plat.



Prepared By Area Survey Company, P.C.
 Signed on this 13TH day of OCTOBER, 2010

Scale: 1" = 20' Order Number: 6438-70
 Ordered By: COOK ENGINEERING GROUP

Illinois Professional Design Firm No. 184-002815

Village Board

AGENDA MEMORANDUM

Item #

To: Mayor & Village Board

From: Ben Wehmeier, Village Administrator
Jean Nona, Village Treasurer

Subject: 2010 Property Tax Levy Estimate

Date: October 21, 2010

BACKGROUND / HISTORY

As we prepare for the upcoming 2010 Tax Levy, we are required to administer the Property Tax Extension Limitation Law (PTELL), which is commonly referred to as "tax caps." The increase factor we must use is the lesser of the current Consumer Price Index or five percent. This year the CPI is .027. Because the state supplies the multiplier (a factor in the equation that produces the EAV), the EAV is not known until after the middle of the year in which the taxes are collected. The County Clerks then use a formula to compute a limiting rate that sets the upper limit of the Village's total tax rate. We can levy any amount of property taxes which would produce such a rate. If our levy exceeds the limiting rate, the county will reduce our levy.

The method we use to establish our levy is:

(Current aggregate extension) x (CPI factor) x (estimated new EAV as compared to prior EAV).

This would project as:	\$2,525,208	x	1.027	x	$\frac{704,747,146 + 15,646,977}{704,747,146}$	=	2010 Levy
	\$2,525,208	x	1.027	x	1.022	=	\$2,650,443

ATTACHMENTS

New EAV Calculation Estimate

Detail of the final 2009 Levy and suggestions for the 2010 Levy

TAX LEVY COMPARISON

	2009	2009	2009	RATE	2010	AMOUNT
	LEVY	PTELL	RATE	CEILING	ESTIMATED	CHANGE
		EXTENDED			LEVY	<extension
		LEVY				
Corporate	654,500	656,119	0.0931	0.4375	842,943	186,824
Garbage	5,500	5,637	0.0008	0.2000	5,500	(137)
Police Pension	500,000	501,075	0.0731		560,000	58,925
I.M.R.F.	300,000	300,222	0.0426		240,000	(60,222)
Street & Bridge	190,000	190,281	0.027	0.1400	190,000	(281)
Police Protection	180,000	180,415	0.0256	0.6000	180,000	(415)
Civil Devense	10,000	10,571	0.0015	0.0500	10,000	(571)
Social Security	300,000	300,222	0.0426		240,000	(60,222)
Auditing	32,000	32,418	0.0046		32,000	(418)
Liability Insurance	155,000	155,749	0.0221		155,000	(749)
Street Lighting	100,000	100,074	0.0142	0.0500	100,000	(74)
Crossing Guards	25,000	25,370	0.0036	0.0200	25,000	(370)
Working Cash	5,000	4,933	0.0099	0.0007	5,000	67
Worker's Compensation	65,000	64,836	0.0092		65,000	164
	2,522,000	2,527,922	0.370		2,650,443	122,521

NEW EAV CALCULATIONS

2010 OCCUPANCY PERMITS ISSUED

<u>COMMERCIAL</u>		
NEW BUSINESS		20,509,677
BUSINESS REMODEL		2,044,700
TOTAL COMMERCIAL PERMITS		22,554,377
ASSESSING FACTOR	X	0.25
TOTAL ASSESSED VALUE		5,638,594
 <u>RESIDENTIAL</u>		
TOWNHOME / CONDO		11,061,073
NEW HOME		8,653,100
REMODEL / ADDITIONS / FIN BSMNTS		369,655
TOTAL RESIDENTIAL PERMITS		20,083,828
ASSESSING FACTOR	X	0.10
TOTAL ASSESSED VALUE		2,008,383
 <u>OTHER</u>		
MISCELLANEOUS		8,000,000
TOTAL OTHER ASSESSED VALUE		8,000,000
 TOTAL ESTIMATED ADDITIONAL EAV		 15,646,977

Illinois Dept. of Revenue
History of CPI's Used for the PTELL
1/16/2010

<i>Year</i>	<i>December CPI-U</i>	<i>% Change From Previous December</i>	<i>% Use for PTELL</i>	<i>Levy Year</i>	<i>Year Taxes Paid</i>
1989	126.1	--			
1990	133.8	6.1	5.0 (5% Max)	1991	1992
1991	137.9	3.1	3.1	1992	1993
1992	141.9	2.9	2.9	1993	1994
1993	145.8	2.7	2.7 (5% for Cook)	1994	1995
1994	149.7	2.7	2.7	1995	1996
1995	153.5	2.5	2.5	1996	1997
1996	158.6	3.3	3.3	1997	1998
1997	161.3	1.7	1.7	1998	1999
1998	163.9	1.6	1.6	1999	2000
1999	168.3	2.7	2.7	2000	2001
2000	174.0	3.4	3.4	2001	2002
2001	176.7	1.6	1.6	2002	2003
2002	180.9	2.4	2.4	2003	2004
2003	184.3	1.9	1.9	2004	2005
2004	190.3	3.3	3.3	2005	2006
2005	196.8	3.4	3.4	2006	2007
2006	201.8	2.5	2.5	2007	2008
2007	210.036	4.08	4.1	2008	2009
2008	210.228	0.1	0.1	2009	2010
2009	215.949	2.7	2.7	2010	2011