Village Board Meeting

Village Board Meeting

The Village Board will be meeting in their regular capacity in the Village Hall Boardroom. The agenda can be accessed from our website's Agenda and Minutes Center, https://www.lemont.il.us/government/village-clerk/agendas-and-minutes-center.

No Zoom meeting will be available. Residents can attend the meeting in the Village Hall Boardroom, or view the board meeting live on the following channels:

- Comcast Cable Community TV – Channel 6
- AT&T U-verse Community TV – Channel 99
- YouTube – Village of Lemont - https://bit.ly/30QizNb

Comment prior to Meeting

Residents and others have the option of submitting questions and/or comments prior to the meeting to be read into the record or commenting in person.

You may submit written comments through the mail, through placing them in the drop box located inside the Village Hall main entrance vestibule, or by emailing vlemont@lemont.il.us. Comments submitted by the deadline will be given to the Village Board prior to the meeting and will become part of the meeting record. Comments must be received prior to the start of the meeting. Mailed comments can be sent to:

Public Comment
c/o Deputy Village Clerk
418 Main Street
Lemont, IL 60439

Viewing the Meeting

Lemont residents and others can watch the meeting live as it streams or in archive on the Village's YouTube channel found at, https://bit.ly/30QizNb.

After the meeting, the recorded meeting will be published for viewing in the Village website's Agendas and Minutes Center at, https://www.lemont.il.us/government/village-clerk/agendas-and-minutes-center.

Replay of the meeting is also shown on our community TV channels, Comcast Cable Channel 6 and U-Verse Channel 99. Check the station for scheduled programs.

Village of Lemont

VILLAGE BOARD MEETING
October 24, 2022 – 6:30 PM
418 Main Street
Lemont, IL 60439
AGENDA

Please view the agenda under "upcoming Events" for directions for public comment, registering for the meeting, and how to view the meeting.

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

III.A Approval of Minutes

III.B Approval of Disbursements

III.C An Ordinance Authorizing the Acquisition of Real Estate for a Public Purpose (494 Senon Drive)

III.D An Ordinance Approving a License Agreement (Bottles)

III.E An Ordinance Approving a License Agreement (Matt's Barbecue)

III.F An Ordinance Approving a License Agreement (Pollyanna)

III.G An Ordinance Approving a License Agreement (Digs on Canal)

III.H A Resolution Approving Business District Improvement Grants for the September 2022 Cycle in Lemont, IL

III.I A Resolution approving Amendment #2 to Professional Services Agreement between HR Green, Inc. and the Village of Lemont, IL (Water

Supply Alternatives)

IV. Mayor's Report

IV.A Recognition OAN

IV.B Lemont High School District 210 Referendum Information Presentation

V. Clerk's Report

V.A An Ordinance Authorizing a Real Estate Exchange Agreement Between the Village of Lemont and Marbella of Lemont, LLC

V.B An Ordinance Annexing to The Village of Lemont Approximately 3.1958 Acres Located at 13855 Main Street in Lemont, IL

V.C An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to M-3 Heavy Manufacturing District for 2.565 Acres Located at 13855 Main Street In Lemont, IL

V.D A Resolution Approving a Final Plat of Subdivision of 13769 Main Street in Lemont, IL

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Audience Participation

1. Please "Raise Your Hand" to speak and you will be called up when it is your turn to speak.
2. Mention your first and last name clearly for meeting minutes purposes.
3. Each person gets maximum 3 minutes to speak.

XIII. Executive Session Discussion Under Chapter 5 ILCS

- *Litigation: Pending or Imminent 120/2(c)11;*
- *Real Estate: Setting Price for Sale 120/2(c)(6)*

XIV. Action on Closed Session Item(s)

XV. Motion to Adjourn

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: Approval of Minutes
DATE: October 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Minutes

BOARD ACTION REQUESTED
Approval of Minutes

ATTACHMENTS
VB 9-26-22 minutes.pdf

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
September 26, 2022
6:30 p.m.
The regular meeting of the Lemont Village Board was held on Monday, September 25, 2022 at 6:30 p.m. with Mayor Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; present.

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

VB 9-12-22.pdf

III.B) Approval of Disbursements

Cover Page

9-13 thru 9-26-22.pdf

III.C) Resolution R-58-22 Reducing the Letter of Credit for the Villas of Equestrian Meadows

Cover Page

A Resolution Authorizing the Reduction of a Letter of Credit for Villas of Equestrian Meadows (Castletown Homes)

III.D) Resolution R-59-22 Approving Proposal from Artistic Holiday Designs

Cover Page

Resolution Approving Proposal for Artistic Holiday Designs 2022.pdf

III.E) Resolution R-60-22 Authorizing Approval of a Property License Agreement with Route 83 Properties II, LLC 13011 Grant Road

Cover Page

Resolution Authorizing Approval of a Property License Agreement with Route 83 Properties II, LLC 13011 Grant Road.pdf

Motion by Ken McClafferty, seconded by Kevin Shaughnessy, to approve the consent agenda.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; 6 ayes.; 0 nays. Motion Passed.

IV) Mayor's Report

IV.A Presentation of Annual Comprehensive Financial Report for the year ending April 30, 2022

Cover Page

Village of Lemont AUD ACFR FINAL 04-30-22.pdf

Village of Lemont Downtown Canal TIF AUD FS FINAL 04-30-22.pdf

Village of Lemont Gateway TIF AUD FS FINAL 04-30-22.pdf

Village of Lemont Illinois & Michigan (I&M) TIF AUD FS FINAL 04-30-22.pdf

Village of Lemont Main-Archer TIF AUD FS FINAL 04-30-22.pdf

Village of Lemont Transit-Oriented Development (TOD) TIF AUD FS FINAL 04-30-22.pdf

Village of Lemont Audit Results FINAL 04-30-22.pdf

Village of Lemont GAS Opinion FINAL 04-30-22.pdf

Mayor’s Mention

1. We do not have a Village Board meeting on October 10 due to Columbus Day. There are a number of events taking place through the entire month of October during Lemont-ster Days. Some do require pre-registration and fill up quick. We encourage you to visit our dedicated webpage at, Lemontster Days . com for detailed event information.

Throughout the month:
-Lemont Public Library hosts a Hallow-Read Challenge for all ages.
-Hope and Friendship Foundation is doing a special "Treat or Treat" food collection for the food pantries. You can find the much needed items list and drop off locations on the website.
-Zombie Apocalypse laser tag is available every Friday through Sunday during October at The Forge.
-Sign up to enter the Lemontster Manor Home Decorating Contest sponsored by Lemont Park District.
-Vote for your favorite scarecrow through October 17 from the Trail of Scarecrows Competition at Lemont Township Community Center.
-The Lemont Park District is hosting a Halloween Blood Drive on Saturday, October 1.
-The Lemont Fire District will hold an Open House at Fire Station One on New Avenue on Saturday, October 1.
-Our Halloween Hoedown is on October 22.
-Trick-or-Treating in the Village is from 3:00 p.m. to 6:30 p.m. on October 31.
-And again, there is so much more going on throughout the month, so please visit the dedicated website at, Lemont-ster Days . com .

2. We attended three ribbon cuttings last week:
223 Main events opened during the pandemic. They are located next to Nick's Tavern. If you are in need for an event venue, check them out, as they go out of their way to make sure your event goes perfect. Spira Farms at 228 Main Street sells healthy microgreens to both consumers and restaurants to add to meals, smoothies and more. They are located across the street from Nick's Tavern, and are open to the public on Tuesdays and Thursdays from 11 am – 5 pm.
Max Physical Therapy and Performance opened at 182 E. Wend Street, which is behind McDonalds. With a culmination of 20 years of outpatient orthopedics and a focus on providing the most high standards for their patients, they are another great addition to our town.

3. As a reminder, if you have not yet viewed our 2022 State of the Village Address, it is available on our Village of Lemont YouTube page. I really encourage you to watch it, as it contains a significant amount of information in under 20 minutes about everything going on in town.

V) Clerk's Report

V.A Ordinance O-44-22 Authorizing a Redevelopment and Economic Incentive Agreement Between the Village of Lemont and Marbella of Lemont, LLC for Marbella of Lemont

Cover Page

Ordinance Authorizing RDA for Marbella of Lemont

Village RDA - Final.pdf

Motion by Ronald Stapleton, seconded by Ken McClafferty, to approve ordinance.

George Schafer Village Administrator reported that Marbella is seeking a redevelopment agreement to finalized finance with their bank. The next step is the final PUD to be presented later in October to the board. A land exchange agreement for two parcels is included. Attorneys have been working on all aspects with Marbella. Any costs reimbursed to the developer must be TIFF eligible. Improvements will be made by Marbella for parking lot and yield green space. There will be some contributions from the Village with a capped dollar figure. Trustee Maher does not agree with the invoicing, payment plan and reimbursements. George Schaffer noted the time table reimbursement was implemented so the project itself moves forward. Mayor Egofske is fine with the agreement.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge; 5 ayes. Dave Maher; 1 nays. Motion Passed.

V.B Resolution R-61-22 Approving Award of Contract for 2022 Sanitary Sewer Lining Project

Cover Page

Resolution Approving Award of Contract for 2022 Sanitary Sewer Lining Project.pdf

Motion by Rick Sniegowski, seconded by Ken McClafferty, to approve resolution

Ralph Pukula commented that three quotes were sought for the 2000 feet of sanitary sewer lining. National Power Rod came in at the lowest bid at $89353.00.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; 6 ayes.; 0 nays. Motion Passed.

V.C Resolution R-62-22 Authorizing the Order and Purchase of Police Vehicles

Cover Page

Resolution.VehiclePurchase.09.26.22.pdf

Willowbrook Ford Pricing.09.26.22.pdf

Motion by Kevin Shaughnessy, seconded by Ken McClafferty, to approve resolution.

Chief Maton stated that each year the deadline for ordering vehicles moves up. Chief would like to order now for delivery in 2024. Government pricing is the same from Ford. Trustee Shaughnessy said Ford has the corner on the market for police vehicles and we should commit to an order.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; 6 ayes.; 0 nays. Motion Passed.

V.D Resolution R-63-22 Approving Professional Services Agreement between HR Green, Inc. and the Village of Lemont for Water and Sewer Rate Study

Cover Page

Resolution HR Green for Water & Sewer Rate Study.pdf

HR Green - Water & Sewer Rate Study Agreement.pdf

Motion by Janelle Kittridge, seconded by Dave Maher, to approve resolution.

Finance Director Darshana Prakash would like the costs and capital expenditures analyzed for our water rate structure. HR Green will accumulate all costs and compare surrounding communities for the study. They will give us three rate structures and consider the other water options for our future.. Trustee Sniegowski noted that our flat rate up to 4000 gallons is not helping conservation of water. The senior rate discounted at 50 percent needs to be analyzed as well. Staff recommends this study at a cost of $43K.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; 6 ayes.; 0 nays. Motion Passed.

VI) Village Attorney Report

VII) Village Administrator Report

VIII) Board Reports

Trustee Sniegowski would like to have the standard vehicle and equipment policy to automatically be included in the budget.

IX) Staff Reports

Ralph Pukula noted there will be resurfacing construction starting on October 3. Please drive slow. Chief Maton said hunting season starts October 1 in unincorporated area's of the local counties. Jerry Lehmacher was thanked for racing and raising over $9K for Special Olympics and donating his time. Chief said theft crews were in Lemont but our officers were notified by our LPR camera's. Oak Tree Lane and Archer Avenue was the targeted area. Trustee Shaughnessy congratulated the police department on great work. Mayor Egofske would like to consider adding more LPRs to the budget

X) Unfinished Business

XI) New Business

XII) Audience Participation

XIII) Executive Session Discussion Under Chapter 5 ILCS

Motion by Ronald Stapleton, seconded by Dave Maher, to move into Executive Session.

Real Estate: Purchase or Lease 120/2(c)(5);
Real Estate: Setting Price for Sale 120/2(c)(6);
Litigation: Pending or Imminent 120/2(c)11

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; 6 ayes.; 0 nays. Motion Passed.

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

There being no further business, a motion was made by Ronald Stapleton, seconded by Ken McClafferty, to adjourn the meeting at 8:26 p.m.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher; 6 ayes.; 0 nays. Motion Passed.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH:
SUBJECT: Approval of Disbursements
DATE: October 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Disbursements

BOARD ACTION REQUESTED
Approval of Disbursements

ATTACHMENTS
9-27 - 10-10-22.pdf
10-11 - 10-24-22.pdf

Village of Lemont

Payment Register

From Payment Date: 9/27/2022 - To Payment Date: 10/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
23627	09/28/2022	Reconciled		10/04/2022	Utility Management Refund	JAMIESON, ROBERT	$6.44	$6.44	$0.00
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Senior		201427-001	final balance refund		09/27/2022	Refund		
23628	09/28/2022	Open			Utility Management Refund	MOLIS, BRIAN	$3.58		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		204374-006	refund final balance		09/27/2022	Refund		
23629	10/10/2022	Open			Accounts Payable	AMERICAN PUBLIC WORKS ASSOCIATION	$1,450.00		
	Invoice		Date	Description			Amount		
	IPSI 2023-JH		10/05/2022	IPSI Spring 2023 Jim			$725.00		
	IPSI 2023-BW		10/05/2022	IPSI Spring 2023 Brian			$725.00		
23630	10/10/2022	Open			Accounts Payable	ASHBURY WOODS DEVELOPMENT LLC	$1,000.00		
	Invoice		Date	Description			Amount		
	2014-00000776		09/27/2022	REFUND - 624 WOODGLEN CT			$1,000.00		
23631	10/10/2022	Open			Accounts Payable	BLACK DIRT INC.	$190.00		
	Invoice		Date	Description			Amount		
	2418		09/15/2022	dirt			$190.00		
23632	10/10/2022	Open			Accounts Payable	CASTLETOWN HOMES, INC.	$6,500.00		
	Invoice		Date	Description			Amount		
	2013-00010270L		09/22/2022	REFUND-1339 KRYSTYNA XING			$5,000.00		
	2013-00010270T		09/22/2022	REFUND - 1339 KRYSYNA XING			$500.00		
	2013-00010270		09/22/2022	REFUND - 1339 KRYSYNA XING			$1,000.00		
23633	10/10/2022	Open			Accounts Payable	CLEAR CHANNEL OUTDOOR INC	$2,200.00		
	Invoice		Date	Description			Amount		
	25151596		09/26/2022	ARCHER BILLBOARD 9/26/22-10/23/2022			$1,100.00		
	25150939		09/27/2022	ARCHER BILLBOARD 8/29/22-9/25/2022			$1,100.00		
23634	10/10/2022	Open			Accounts Payable	COMED	$461.25		
	Invoice		Date	Description			Amount		
	22-09-8014		09/23/2022	3909078014 - street lights - illinois, e of stephen			$25.82		
	22-09-0007		09/23/2022	1173160007 - street lights - talcott, e of stephen			$172.07		
	22-09-4052		09/23/2022	2163104052 - street lights - stephen st 1 S river			$45.15		
	22-09-2285		09/23/2022	1389012285 - 0 W State St, 1N Canal*Festival Lemont			$30.24		
	22-09-8029		09/27/2022	0615008029 - EDBOSSERT DR METR 0 E STATE ST			$18.03		
	22-10-1019		09/29/2022	0515251019 - 322 Main St Lemont			$24.41		
	22-10-9011		09/29/2022	6534089011 - street lights - 411 Singer Ave Rear			$145.53		
23635	10/10/2022	Open			Accounts Payable	CONSERV FS INC	$162.00		
	Invoice		Date	Description			Amount		
	6418722		09/29/2022	restoration supplies			$162.00		
23636	10/10/2022	Open			Accounts Payable	GARY R. WEBER ASSOCIATES INC	$1,100.00		
	Invoice		Date	Description			Amount		
	14599		09/30/2022	BASIN REVIEW			$1,100.00		

Payment Register

From Payment Date: 9/27/2022 - To Payment Date: 10/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23637	10/10/2022	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	$962.50		
	Invoice		Date	Description			Amount		
	2022-0495		09/27/2022	I.T. Support			$962.50		
23638	10/10/2022	Open			Accounts Payable	HAWTHORNE, JEFFREY, J	$150.00		
	Invoice		Date	Description			Amount		
	0388		09/27/2022	HALLOWEEN HOEDOWN 22			$150.00		
23639	10/10/2022	Open			Accounts Payable	HELBLING, JIM	$375.00		
	Invoice		Date	Description			Amount		
	22-09-19-JH		09/13/2022	HALLOWEEN HOEDOWN 22			$375.00		
23640	10/10/2022	Open			Accounts Payable	I-PAC	$100.00		
	Invoice		Date	Description			Amount		
	410		05/13/2022	MEMBERSHIP DUES 22-23			$100.00		
23641	10/10/2022	Open			Accounts Payable	INTERSTATE POWER SYSTEMS, INC.	$1,631.44		
	Invoice		Date	Description			Amount		
	R042039081		09/29/2022	boom truck inspection			$1,631.44		
23642	10/10/2022	Open			Accounts Payable	JX TRUCK CENTER - BOLINGBROOK	$100,716.21		
	Invoice		Date	Description			Amount		
	DE-04015		09/29/2022	2023 Peterbilt 348			$100,716.21		
23643	10/10/2022	Open			Accounts Payable	KIMBALL MIDWEST	$490.63		
	Invoice		Date	Description			Amount		
	100316965		09/21/2022	supplies			$490.63		
23644	10/10/2022	Open			Accounts Payable	LAWSON PRODUCTS	$103.75		
	Invoice		Date	Description			Amount		
	9309920349		09/12/2022	supplies/parts			$103.75		
23645	10/10/2022	Open			Accounts Payable	MENARDS	$300.68		
	Invoice		Date	Description			Amount		
	13350		09/20/2022	transfer pump			$64.99		
	13344		09/20/2022	supplies			$106.34		
	13349		09/20/2022	cm return			($54.99)		
	13487		09/23/2022	tools			$39.96		
	13055		09/13/2022	tools/supplies			$72.74		
	13088		09/14/2022	supplies			$71.64		
23646	10/10/2022	Open			Accounts Payable	MORGAN HOMES LLC	$1,500.00		
	Invoice		Date	Description			Amount		
	2018-00000778		10/04/2022	REFUND - 705 EAST ST			$1,000.00		
	2018-00000778T		10/04/2022	REFUND - 705 EAST ST.			$500.00		
23647	10/10/2022	Open			Accounts Payable	NORTH EAST MULTI-REGIONAL TRAINING, INC.	$50.00		
	Invoice		Date	Description			Amount		
	310416		09/20/2022	TRAINING/LAWS OF ARREST, SEARCH & SEIZURE			$50.00		
23648	10/10/2022	Open			Accounts Payable	O'HARE TOWING SERVICE, INC.	$403.50		
	Invoice		Date	Description			Amount		
	259889-1		09/26/2022	AS/VEH. MAINT. GENERAL			$195.00		

Payment Register

From Payment Date: 9/27/2022 - To Payment Date: 10/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	259676-1		09/13/2022	towing pd 20-1			$208.50		
23649	10/10/2022	Open			Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF ILLINOIS, P.C.	$372.00		
	Invoice		Date	Description			Amount		
	1014236277		09/13/2022	RANDOM CDL TESTS			$73.00		
	1014251754		09/20/2022	PRE-EMPLOYMENT AND DRUG SCREENS			$299.00		
23650	10/10/2022	Open			Accounts Payable	ODELSON, STERK, MURPHEY, FRAZIER & MCGRATH LTD	$154.00		
	Invoice		Date	Description			Amount		
	080922-082322		09/28/2022	TRANSCRIBING SVCS FOR 8/9, 8/23			$154.00		
23651	10/10/2022	Open			Accounts Payable	POELLOT, JOSHUA, J	$500.00		
	Invoice		Date	Description			Amount		
	100122		10/01/2022	SEPT 2022 A/V Support Services			$500.00		
23652	10/10/2022	Open			Accounts Payable	PUKULA, RALPH	$500.00		
	Invoice		Date	Description			Amount		
	TOOLS 2022		09/26/2022	MISC TOOLS FOR PW ANNEX			$500.00		
23653	10/10/2022	Open			Accounts Payable	ROYAL PLUMBING, INC	$109.95		
	Invoice		Date	Description			Amount		
	26213		06/20/2022	rpz testing monument			$109.95		
23654	10/10/2022	Open			Accounts Payable	SHAW MEDIA	$1,260.26		
	Invoice		Date	Description			Amount		
	092210074590		09/30/2022	FY22 TREASURER REPORT & PUBLIC NOTICE			$1,260.26		
23655	10/10/2022	Open			Accounts Payable	SOUTH SUBURBAN ENVIRONMENTAL HEALTH COUNCIL	$500.00		
	Invoice		Date	Description			Amount		
	22-10-05 JG		10/05/2022	HEALTH INSPECTION MEMBERSHIP JG			$250.00		
	22-10-05 TM		10/05/2022	HEALTH INSPECTION MEMBERSHIP TM			$250.00		
23656	10/10/2022	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	$50.00		
	Invoice		Date	Description			Amount		
	10-22-04ma		10/01/2022	Plotter Maintenance Agreement			$50.00		
23657	10/10/2022	Open			Accounts Payable	SPARKLES ENTERTAINMENT, INC.	$450.00		
	Invoice		Date	Description			Amount		
	22-09-08 SE		09/08/2022	HALLOWEEN HOEDOWN 22			$450.00		
23658	10/10/2022	Open			Accounts Payable	SUBURBAN FAMILY MAGAZINE	$975.00		
	Invoice		Date	Description			Amount		
	9785		09/01/2022	LEMONT DOWNTOWN AD			$975.00		
23659	10/10/2022	Open			Accounts Payable	UNDERGROUND PIPE & VALVE CO INC	$994.00		
	Invoice		Date	Description			Amount		
	057063		09/20/2022	b-box & supplies			$994.00		
23660	10/10/2022	Open			Accounts Payable	UNIFIRST CORPORATION	$80.18		
	Invoice		Date	Description			Amount		
	0620526399		10/03/2022	1658751 - Village Hall carpet mats			$80.18		

Payment Register

From Payment Date: 9/27/2022 - To Payment Date: 10/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23661	10/10/2022	Open			Accounts Payable	WEST SIDE TRACTOR SALES	$1,460.10		
	Invoice		Date	Description		Amount			
	N28451		09/20/2022	parts		$1,460.10			
23662	10/10/2022	Open			Accounts Payable	WEST SUBURBAN LIVING MAGAZINE	$1,575.00		
	Invoice		Date	Description		Amount			
	14249		09/01/2022	LEMONT AD.		$1,575.00			
23663	10/10/2022	Open			Accounts Payable	WEX FLEET UNIVERSAL	$128.64		
	Invoice		Date	Description		Amount			
	84066647		09/30/2022	September 2022 retail fuel		$128.64			
23664	10/10/2022	Open			Accounts Payable	WILLOWBROOK FORD INC	$136,035.31		
	Invoice		Date	Description		Amount			
	22-08-01-01		08/01/2022	POLICE VEHICLE		$35,266.00			
	22-08-01-02		08/01/2022	POLICE VEHICLE		$33,266.00			
	22-08-01-03		08/01/2022	POLICE VEHICLE		$33,266.00			
	22-08-01-04		08/01/2022	POLICE VEHICLE		$33,266.00			
	6379376		09/14/2022	Lema 1382 repair		$871.31			
	6379453		09/19/2022	pd 20-1 warranty repair		$100.00			
23665	10/10/2022	Open			Accounts Payable	WILLOWBROOK FORD INC	$48,148.00		
	Invoice		Date	Description		Amount			
	NF91126		09/13/2022	2022 Ford F250		$48,148.00			
23666	10/10/2022	Open			Accounts Payable	WILLOWBROOK FORD INC	$48,148.00		
	Invoice		Date	Description		Amount			
	NF91128		09/13/2022	2022 Ford F250		$48,148.00			
23667	10/10/2022	Open			Accounts Payable	ALL AMERICAN RECYLING	$1,000.00		
	Invoice		Date	Description		Amount			
	2021-00000508		09/27/2022	REFUND - 16510 KAYLA DR.		$1,000.00			
23668	10/10/2022	Open			Accounts Payable	DUTCH BAND LANDSCAPING	$1,000.00		
	Invoice		Date	Description		Amount			
	2020-00001454		09/16/2022	REFUND - 13389 ADELINE CIR		$1,000.00			
23669	10/10/2022	Open			Accounts Payable	EHI CONSTRUCTION, INC.	$1,000.00		
	Invoice		Date	Description		Amount			
	2021-00000318		09/27/2022	REFUND - 1150 STATE ST.		$1,000.00			
23670	10/10/2022	Open			Accounts Payable	FIDELITY NATIONAL TITTLE COMPANY	$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00001403		09/26/2022	REFUND - 15907 127TH ST		$1,000.00			
23671	10/10/2022	Open			Accounts Payable	LAKEVIEW HOMES, LLC	$5,500.00		
	Invoice		Date	Description		Amount			
	2020-00000112LT		09/27/2022	REFUND - 11259 TUSCANY LN		$5,500.00			
23672	10/10/2022	Open			Accounts Payable	LTS MANAGED TECHNICAL SERVICES	$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000009		09/21/2022	REFUND - 1131 MCCARTHY RD		$1,000.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23673	10/10/2022	Open			Accounts Payable	MATON, MARC	$357.48		
	Invoice		Date	Description		Amount			
	REIMB 22-09-16		09/27/2022	REIMB FOR HOTEL/PARKING AT IML CONFERENCE		$357.48			
23674	10/10/2022	Open			Accounts Payable	MUD TURTLE POOLS	$1,000.00		
	Invoice		Date	Description		Amount			
	2021-00000204		10/05/2022	REFUND - 12786 TULLAMORE LN.		$1,000.00			
23675	10/10/2022	Open			Accounts Payable	MURAWSKI CONSTRUCTION	$1,000.00		
	Invoice		Date	Description		Amount			
	2022-00000748		09/22/2022	REFUND - 12791 ROSA LN		$1,000.00			
23676	10/10/2022	Open			Accounts Payable	OSMAN CONSTRUCTION CORP.	$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000786		09/29/2022	REFUND - 1202 STATE ST.		$1,000.00			
23677	10/10/2022	Open			Accounts Payable	ZEN DOG PROPERTIES LLC	$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000109		09/19/2022	REFUND - 509 PORTER ST		$1,000.00			
23678	10/10/2022	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERVICES INC	$3,697.00		
	Invoice		Date	Description		Amount			
	21744 VL		09/27/2022	SEPT ADD'L CLEANING		$1,199.00			
	21743 VL		09/01/2022	SEPT CLEANING		$2,498.00			
23679	10/10/2022	Open			Accounts Payable	MUNICIPAL GIS PARTNERS, INC	$6,166.66		
	Invoice		Date	Description		Amount			
	6524		09/30/2022	AUGUST SERVICES 2022		$6,166.66			
Type Check Totals:					53 Transactions		$386,018.56	$6.44	$0.00
EFT									
1923	09/30/2022	Reconciled		09/30/2022	Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	$43,239.25	$43,239.25	$0.00
	Invoice		Date	Description		Amount			
	SEPT 2022 IMRF		09/30/2022	SEPT 2022 CONTRIBUTIONS		$43,239.25			
1924	09/30/2022	Reconciled		09/30/2022	Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	$9,803.34	$9,803.34	$0.00
	Invoice		Date	Description		Amount			
	IMRF AP C.SMITH		09/30/2022	IMRF ACCELERATED PAYMENT FOR C.SMITH		$9,803.34			
1925	09/28/2022	Reconciled		09/29/2022	Accounts Payable	WHEATLAND TITLE COMPANY	$5,863.00	$5,863.00	$0.00
	Invoice		Date	Description		Amount			
	KEA-2020CO-18633		09/28/2022	SW CORNER ROUTE 83/BELL ROAD (0.04 ACRES)		$5,863.00			
1926	10/10/2022	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	$1,147.49		
	Invoice		Date	Description		Amount			
	22-09-25 EA		09/25/2022	SEPTEMBER 2022 payment		$1,147.49			
1927	10/10/2022	Open			Accounts Payable	AUTOMATIC CONTROL SERVICES	$191.80		
	Invoice		Date	Description		Amount			
	5178		09/20/2022	scada repair		$191.80			
1928	10/10/2022	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$16,248.71		
	Invoice		Date	Description		Amount			
	029811		09/16/2022	1500 gallons diesel		$6,109.95			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	469033		09/20/2022	1850 gallons regular			$6,350.31		
	467836		09/13/2022	1136 gallons regular			$3,788.45		
1929	10/10/2022	Open			Accounts Payable	BAKER TILLY VIRCHOW KRAUSE, LLP	$3,420.00		
	Invoice		Date	Description			Amount		
	BT2199143		09/30/2022	FY 22 AUDIT			$3,420.00		
1930	10/10/2022	Open			Accounts Payable	BEECHEN & DILL HOMES INC	$1,500.00		
	Invoice		Date	Description			Amount		
	2021-00000403		09/22/2022	REFUND - 1429 NOTTING HILL DR			$1,000.00		
	2020-00001388T		09/27/2022	REFUND - 1534 128TH ST			$500.00		
1931	10/10/2022	Open			Accounts Payable	CAR REFLECTIONS	$125.00		
	Invoice		Date	Description			Amount		
	22-202		09/20/2022	INSTALL OF UNIT NUMBER 21-3 ON BUMPER			$125.00		
1932	10/10/2022	Open			Accounts Payable	CDW GOVERNMENT	$1,170.64		
	Invoice		Date	Description			Amount		
	CX49462		09/22/2022	BLUEBEAM SOFTWARE			$1,170.64		
1933	10/10/2022	Open			Accounts Payable	CHICAGO STREET CCDD, LLC	$605.00		
	Invoice		Date	Description			Amount		
	23044		09/26/2022	dump fees			$605.00		
1934	10/10/2022	Open			Accounts Payable	CROSS POINTS SALES, INC	$680.00		
	Invoice		Date	Description			Amount		
	P79982		09/29/2022	garage elevator alarm repair			$430.00		
	P79981		09/29/2022	garage elevator alarm repair			$250.00		
1935	10/10/2022	Open			Accounts Payable	ENCAP INC	$275.00		
	Invoice		Date	Description			Amount		
	8437		08/26/2022	GLENEAGLES			$275.00		
1936	10/10/2022	Open			Accounts Payable	FOODY AND DRINKY INSPECTIONS	$1,900.00		
	Invoice		Date	Description			Amount		
	2022-7		10/03/2022	HEALTH INSPECTION			$900.00		
	2022-8		10/03/2022	HEALTH INSPECTION			$1,000.00		
1937	10/10/2022	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC	$3,000.00		
	Invoice		Date	Description			Amount		
	5963		10/01/2022	OCT 2022			$3,000.00		
1938	10/10/2022	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	$10,632.16		
	Invoice		Date	Description			Amount		
	CREDT0003293		06/30/2022	JUNE DEDUCTIBLE			($2,502.25)		
	SALES0020349		07/31/2022	JULY DEDUCTIBLE			$13,134.41		
1939	10/10/2022	Open			Accounts Payable	LYONS ELECTRIC CO	$735.00		
	Invoice		Date	Description			Amount		
	18420		09/30/2022	22GM traffic signal maintenance			$735.00		
1940	10/10/2022	Open			Accounts Payable	MAILHIOT, THOMAS	$1,400.00		
	Invoice		Date	Description			Amount		
	17		10/03/2022	HEALTH INSP.			$1,400.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1941	10/10/2022	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$12,205.00		
	Invoice		Date	Description			Amount		
	INV043310		09/29/2022	Harpers Grove l/s controller upgrade to Metrocloud			$12,205.00		
1942	10/10/2022	Open			Accounts Payable	NEOPOST #6083457	$2,000.00		
	Invoice		Date	Description			Amount		
	22-09-30 PW		09/30/2022	PW POSTAGE			$2,000.00		
1943	10/10/2022	Open			Accounts Payable	NORTHERN ILLINOIS REAL ESTATE MAGAZINE	$100.00		
	Invoice		Date	Description			Amount		
	08312022		10/04/2022	EC. DEV. AD			$100.00		
1944	10/10/2022	Open			Accounts Payable	NOVOTNY ENGINEERING	$3,544.50		
	Invoice		Date	Description			Amount		
	22382-1		08/26/2022	13591 CAMBRIDGE DR. EASEMENT			$205.00		
	22347-1		08/26/2022	13908 AMELIA DR. EASEMENT			$164.00		
	22340-1		08/26/2022	366 4TH STR			$41.00		
	19080-2		08/26/2022	534-538 MCCARTHY ST			$123.00		
	21197-11		08/26/2022	GLENEAGLES PUD			$2,568.50		
	22359-1		08/26/2022	OPEN GOV SOFTWARE TRAINING			$328.00		
	21212-8		08/26/2022	CENTRAL SCHOOL RENOVATIONS			$115.00		
1945	10/10/2022	Open			Accounts Payable	PACE ANALYTICAL SERVICES, LLC	$1,240.76		
	Invoice		Date	Description			Amount		
	I9528782		09/08/2022	sample testing			$217.20		
	I9529028		09/23/2022	sample testing			$17.92		
	I9528517		09/21/2022	sample testing			$1,005.64		
1946	10/10/2022	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	$1,209.57		
	Invoice		Date	Description			Amount		
	S701195966.001		10/03/2022	22GM street light parts			$1,209.57		
1947	10/10/2022	Open			Accounts Payable	PROSHRED SECURITY	$50.00		
	Invoice		Date	Description			Amount		
	1049693		09/29/2022	VH SHREDDING			$50.00		
1948	10/10/2022	Open			Accounts Payable	QUENCH USA INC	$203.45		
	Invoice		Date	Description			Amount		
	INV04351702		09/21/2022	146998 - coffee service supplies			$203.45		
1949	10/10/2022	Open			Accounts Payable	QUICKET SOLUTIONS INC	$3,336.67		
	Invoice		Date	Description			Amount		
	0001104		09/30/2022	OCT 22 SERVICES			$3,336.67		
1950	10/10/2022	Open			Accounts Payable	QUINLAN SECURITY SYSTEMS	$281.85		
	Invoice		Date	Description			Amount		
	31339		10/01/2022	vh door access			$281.85		
1951	10/10/2022	Open			Accounts Payable	RAG'S ELECTRIC	$6,081.24		
	Invoice		Date	Description			Amount		
	23474		09/29/2022	Equestrian Meadows, Notting Hill, Seven Oaks inspections			$1,026.00		
	4827-2209		10/01/2022	22GM street light maintenance			$1,000.00		
	23228		09/13/2022	1009 Walter St pole taken down for water leak			$4,055.24		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1952	10/10/2022	Open			Accounts Payable	RAINBOW PRINTING	$877.85		
	Invoice		Date	Description		Amount			
	415147		09/15/2022	GENL OFFICE SUPPLIES - BLANK STOCK		$175.95			
	415154		09/22/2022	HALLOWEEN HOEDOWN 22		$355.95			
	415162		09/26/2022	#10 utility bill window envelopes		$345.95			
1953	10/10/2022	Open			Accounts Payable	RAY O'HERRON CO., INC.	$676.92		
	Invoice		Date	Description		Amount			
	2223425		09/28/2022	JANOSKI, NICHOLAS - UNIFORM		$59.99			
	2223429		09/28/2022	BARNACLE 70 - UNIFORM		$134.97			
	2224716		10/04/2022	MEZYK/UNIFORM		$481.96			
1954	10/10/2022	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY	$294.64		
	Invoice		Date	Description		Amount			
	42224		09/15/2022	22GM blacktop		$70.00			
	42762		09/28/2022	22GM blacktop		$224.64			
1955	10/10/2022	Open			Accounts Payable	RUSH TRUCK CENTERS	$1,449.14		
	Invoice		Date	Description		Amount			
	3029466454		09/23/2022	parts		$1,449.14			
1956	10/10/2022	Open			Accounts Payable	TAI GINSBERG & ASSOCIATES LLC	$7,013.00		
	Invoice		Date	Description		Amount			
	2341		10/03/2022	SEPT 2022		$7,013.00			
Type EFT Totals:					34 Transactions		$142,500.98	$58,905.59	$0.00

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$386,012.12	$0.00
	Reconciled	1	$6.44	$6.44
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	53	$386,018.56	$6.44

Village of Lemont

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$83,595.39	$0.00
	Reconciled	3	$58,905.59	$58,905.59
	Voided	0	$0.00	$0.00
	Total	34	$142,500.98	$58,905.59

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	$469,607.51	$0.00
	Reconciled	4	$58,912.03	$58,912.03
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	87	$528,519.54	$58,912.03

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**52**	**$386,012.12**	**$0.00**
	Reconciled	**1**	**$6.44**	**$6.44**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**53**	**$386,018.56**	**$6.44**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**31**	**$83,595.39**	**$0.00**
	Reconciled	**3**	**$58,905.59**	**$58,905.59**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**34**	**$142,500.98**	**$58,905.59**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**83**	**$469,607.51**	**$0.00**
	Reconciled	**4**	**$58,912.03**	**$58,912.03**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**87**	**$528,519.54**	**$58,912.03**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
23680	10/24/2022	Open			Accounts Payable	5TH AVENUE CONSTRUCTION / INSPIRED BY DESIGN	$2,500.00		
	Invoice		Date	Description			Amount		
	2018-00000026		10/06/2022	REFUND - 12754 TULLAMORE LN			$1,000.00		
	2018-00000026T		10/06/2022	REFUND-12754 TULLAMORE LN			$500.00		
	2021-00001070		10/18/2022	REFUND - 11140 TUSCANY CT			$1,000.00		
23681	10/24/2022	Open			Accounts Payable	ADOBE SYSTEMS INC	$6,875.28		
	Invoice		Date	Description			Amount		
	2278381793		10/03/2022	JASON/LINDA/DARSHANA/JANET/DONNA/DIANE			$6,875.28		
23682	10/24/2022	Open			Accounts Payable	AHEAD OF OUR TIME PUBLISHING, INC.	$500.00		
	Invoice		Date	Description			Amount		
	15137		09/08/2022	SUBSCRIPTION			$500.00		
23683	10/24/2022	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	$668.00		
	Invoice		Date	Description			Amount		
	278745-2273		07/06/2022	APA DUES			$668.00		
23684	10/24/2022	Open			Accounts Payable	AT&T MOBILITY	$556.26		
	Invoice		Date	Description			Amount		
	VIO092022		10/04/2022	plate readers 9/5-10/4			$556.26		
23685	10/24/2022	Open			Accounts Payable	CASTLETOWN HOMES, INC.	$1,000.00		
	Invoice		Date	Description			Amount		
	2021-00000918		10/06/2022	REFUND - 12883 FAIRMONT LN			$1,000.00		
23686	10/24/2022	Open			Accounts Payable	COMED	$418.92		
	Invoice		Date	Description			Amount		
	22-10-2063		09/30/2022	1443022063 - street lights - KA Steel path			$23.34		
	22-10-3015		09/30/2022	0432203015 - street lights - 44 Stephen St			$127.83		
	22-10-7033		09/30/2022	2213017033 - Main St lift station - bell rd, main st			$84.21		
	22-10-4009		10/03/2022	0348764009 - street lights - 47 Stevens St			$135.12		
	22-10-0155		10/03/2022	1515080155 - street lights - 451 Talcott			$11.68		
	22-10-3016		10/03/2022	9338003016 - street lights - houston 1N schultz			$20.45		
	22-10-4054		10/07/2022	4161134054 - street lights - 0 12701 TRE, 171 LEMONT			$16.29		
23687	10/24/2022	Open			Accounts Payable	COUNTRY LANDSCAPE & SUPPLY	$24,111.36		
	Invoice		Date	Description			Amount		
	092922-01		09/29/2022	manhole, storm sewer pipe, and supplies			$8,113.46		
	100522-02		10/05/2022	Ledo Street project			$15,997.90		
23688	10/24/2022	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	$4,770.00		
	Invoice		Date	Description			Amount		
	2022-0555		10/13/2022	I.T. Support			$640.00		
	2022-0521		10/06/2022	IT SUPPORT			$4,130.00		
23689	10/24/2022	Open			Accounts Payable	ILLINOIS STATE POLICE	$60.00		
	Invoice		Date	Description			Amount		
	2022135697		10/12/2022	M. FEZEKAS			$30.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2022136158		10/12/2022	T. SHOEMAKER		$30.00			
23690	10/24/2022	Open			Accounts Payable	ILLINOIS TOLLWAY	$7.60		
	Invoice		Date	Description		Amount			
	G121000006121		09/30/2022	TOLLS FROM 7/01/22 TO 09/30/22		$7.60			
23691	10/24/2022	Open			Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS	$322.50		
	Invoice		Date	Description		Amount			
	37986970		10/08/2022	alarm monitoring		$161.25			
	37986968		10/08/2022	alarm monitoring		$161.25			
23692	10/24/2022	Open			Accounts Payable	JX TRUCK CENTER - BOLINGBROOK	$4,468.67		
	Invoice		Date	Description		Amount			
	2241469S		10/06/2022	repair 1890		$4,468.67			
23693	10/24/2022	Open			Accounts Payable	KANE MCKENNA AND ASSOCIATES INC	$14,912.50		
	Invoice		Date	Description		Amount			
	18871		08/31/2022	TIF CONSULTING		$10,450.00			
	18872		08/31/2022	I&M TIF CONSULTING		$1,593.75			
	18939		09/30/2022	I&M TIF - MARBELLA		$2,868.75			
23694	10/24/2022	Open			Accounts Payable	KIMBALL MIDWEST	$718.86		
	Invoice		Date	Description		Amount			
	100382488		10/12/2022	supplies		$652.50			
	100382485		10/12/2022	safety supplies		$66.36			
23695	10/24/2022	Open			Accounts Payable	LEMONT FIRE PROTECTION DISTRICT	$200.00		
	Invoice		Date	Description		Amount			
	22-10-07 FPD		10/06/2022	AUG - SEPT IMPACT FEES		$200.00			
23696	10/24/2022	Open			Accounts Payable	LEMONT HIGH SCHOOL DIST 210	$4,624.00		
	Invoice		Date	Description		Amount			
	22-10-07 D210		10/07/2022	AUG - SEPT IMPACT FEES		$4,624.00			
23697	10/24/2022	Open			Accounts Payable	LEMONT PARK DISTRICT	$22,993.00		
	Invoice		Date	Description		Amount			
	22-10-07 PkD		10/06/2022	AUG-SEPT IMPACT FEES		$22,993.00			
23698	10/24/2022	Open			Accounts Payable	LEMONT-BROMBEREK COMBINED SCHOOL DIST 113A	$9,206.85		
	Invoice		Date	Description		Amount			
	22-10-07 113A		10/07/2022	AUG-SEPT IMPACT FEES		$9,206.85			
23699	10/24/2022	Open			Accounts Payable	LOOP CLERKING SERVICE INC	$138.00		
	Invoice		Date	Description		Amount			
	88087		10/03/2022	RECORDING FEES - 512 SIXTH ST.		$138.00			
23700	10/24/2022	Open			Accounts Payable	M&M AUTO GLASS & UPHOLSTERY SERVICE	$775.00		
	Invoice		Date	Description		Amount			
	520733		09/26/2022	windshield tint vh1001		$325.00			
	520900		10/07/2022	windshield tint 21-3		$450.00			

Payment Register

From Payment Date: 10/11/2022 - To Payment Date: 10/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23701	10/24/2022	Open			Accounts Payable	MONROE TRUCK EQUIPMENT	$578.65		
	Invoice		Date	Description			Amount		
	338263		10/03/2022	parts			$578.65		
23702	10/24/2022	Open			Accounts Payable	MORGAN HOMES LLC	$1,500.00		
	Invoice		Date	Description			Amount		
	2018-00000777		10/06/2022	REFUND - 703 EAST ST			$1,000.00		
	2018-00000777T		10/06/2022	REFUND - 703 EAST ST			$500.00		
23703	10/24/2022	Open			Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF ILLINOIS, P.C.	$216.50		
	Invoice		Date	Description			Amount		
	1014298234		10/06/2022	PRE-EMPLOYMENT EXAM/SCREENING			$216.50		
23704	10/24/2022	Open			Accounts Payable	OFFICE OF THE ILLINOIS ATTORNEY GENERAL	$60.00		
	Invoice		Date	Description			Amount		
	2022135697-3		10/12/2022	M. FEZEKAS			$30.00		
	2022136158-3		10/12/2022	T. SHOEMAKER			$30.00		
23705	10/24/2022	Open			Accounts Payable	PUCKERVILLE FARMS	$347.15		
	Invoice		Date	Description			Amount		
	07982921		10/12/2022	HALH-22 DECORATIONS			$347.15		
23706	10/24/2022	Open			Accounts Payable	RADAR MAN INC.	$740.00		
	Invoice		Date	Description			Amount		
	5510		08/22/2022	RADAR CERTIFICATIONS			$740.00		
23707	10/24/2022	Open			Accounts Payable	RECORD-A-HIT ENTERTAINMENT	$695.00		
	Invoice		Date	Description			Amount		
	222266		10/14/2022	HALH 22 ENTERTAINMENT			$695.00		
23708	10/24/2022	Open			Accounts Payable	SOSIN, ARNOLD & SCHOENBECK LTD	$1,000.00		
	Invoice		Date	Description			Amount		
	126206		09/30/2022	SEPTEMBER 22, ADJUDICATION			$1,000.00		
23709	10/24/2022	Open			Accounts Payable	STAPLETON, RONALD	$772.74		
	Invoice		Date	Description			Amount		
	22-10-13 RS		10/13/2022	IML CONF. RON STAPLETON			$772.74		
23710	10/24/2022	Open			Accounts Payable	THE CARROLL-KELLER GROUP LTD	$765.00		
	Invoice		Date	Description			Amount		
	12588		10/13/2022	EMPLOYEE TRAINING			$175.00		
	12586		10/13/2022	EMPLOYYE TRAINING			$590.00		
23711	10/24/2022	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$2,394.12		
	Invoice		Date	Description			Amount		
	62942		10/17/2022	22GM traffic signal maintenance			$2,394.12		
23712	10/24/2022	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$10.00		
	Invoice		Date	Description			Amount		
	2022135697-2		10/06/2022	M. FEZEKAS			$5.00		
	2022136158-2		10/12/2022	T. SHOEMAKER			$5.00		

Payment Register

From Payment Date: 10/11/2022 - To Payment Date: 10/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23713	10/24/2022	Open			Accounts Payable	UNIFIRST CORPORATION	$80.18		
	Invoice		Date	Description			Amount		
	0620528618		10/17/2022	1658751 - Village Hall carpet mats			$80.18		
23714	10/24/2022	Open			Accounts Payable	VILLAGE OF LEMONT - PETTY CASH	$419.87		
	Invoice		Date	Description			Amount		
	22-10-31 PC		10/06/2022	REPLENISH PETTY CASH			$419.87		
23715	10/24/2022	Open			Accounts Payable	VILLAGE OF LEMONT -UTILITY BILL	$1,571.70		
	Invoice		Date	Description			Amount		
	22-10-2214		10/01/2022	162214-001 - 418 MAIN ST			$390.17		
	22-10-2213		10/01/2022	162213-001 - 418 MAIN ST			$82.59		
	22-10-5047		10/06/2022	165047-001 - 16680 NEW AVE			$74.17		
	22-10-6800		10/01/2022	166800-002 - 16680 NEW AVE			$816.74		
	22-10-2215		10/01/2022	162215-001 - 418 MAIN ST			$208.03		
23716	10/24/2022	Open			Accounts Payable	VILLAGE OF WOODRIDGE	$63.80		
	Invoice		Date	Description			Amount		
	3324		10/12/2022	NWCWA SHARE			$63.80		
23717	10/24/2022	Open			Accounts Payable	WATER RESOURCES INC	$19,345.00		
	Invoice		Date	Description			Amount		
	35966		10/04/2022	batteries			$251.00		
	35987		10/10/2022	gaskets			$10.00		
	35988		10/10/2022	water meters			$19,084.00		
23718	10/24/2022	Open			Accounts Payable	WILL COUNTY CENTER FOR ECONOMIC DEVELOPMENT	$2,500.00		
	Invoice		Date	Description			Amount		
	22-10-06 WCCED		10/06/2022	ANNUAL MEMBERSHIP			$2,500.00		
23719	10/24/2022	Open			Accounts Payable	MITKUS, JUSTIN	$1,000.00		
	Invoice		Date	Description			Amount		
	2022-00000694		10/17/2022	REFUND - 1 RIDGE ROAD			$1,000.00		
23720	10/24/2022	Open			Accounts Payable	POLMASTER LLC	$1,000.00		
	Invoice		Date	Description			Amount		
	2022-00000491		10/06/2022	REFUND - 16412 PASTURE DR.			$1,000.00		
23721	10/24/2022	Open			Accounts Payable	PUKULA, LINDA	$500.00		
	Invoice		Date	Description			Amount		
	22-09-26 LP		09/26/2022	TOOLS FOR PW ANNEX			$500.00		
23722	10/24/2022	Open			Accounts Payable	VYAS, AASHISH	$10.00		
	Invoice		Date	Description			Amount		
	22-10-13 AV		10/13/2022	Miscellaneous Refund			$10.00		
Type Check Totals:					43 Transactions		$135,396.51		
EFT									
1959	10/24/2022	Open			Accounts Payable	ACCURATE EMPLOYMENT SCREENING, LLC	$143.90		
	Invoice		Date	Description			Amount		
	AUR2126420		10/01/2022	BACKGROUND SEARCH			$143.90		

Payment Register

From Payment Date: 10/11/2022 - To Payment Date: 10/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1960	10/24/2022	Open			Accounts Payable	AMALGAMATED BANK OF CHICAGO	$475.00		
	Invoice		Date	Description			Amount		
	22-10-01 3003		10/01/2022	1857413003 Series 2020 Fees			$475.00		
1961	10/24/2022	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$7,735.85		
	Invoice		Date	Description			Amount		
	572298		10/03/2022	1900 gallons regular			$7,735.85		
1962	10/24/2022	Open			Accounts Payable	CDW GOVERNMENT	$2,506.72		
	Invoice		Date	Description			Amount		
	DG52975		10/05/2022	COMPUTERS			$2,173.58		
	DH87803		10/09/2022	COMPUTERS			$333.14		
1963	10/24/2022	Open			Accounts Payable	CRAIG RAPP, LLC	$3,005.00		
	Invoice		Date	Description			Amount		
	LPD-09.06.22.1		09/06/2022	PD TRAINING			$3,005.00		
1964	10/24/2022	Open			Accounts Payable	ELLIOTT ELECTRIC INC.	$1,696.75		
	Invoice		Date	Description			Amount		
	27100		10/06/2022	well 6 electric testing			$1,696.75		
1965	10/24/2022	Open			Accounts Payable	EVT TECH	$47,245.10		
	Invoice		Date	Description			Amount		
	6116		08/31/2022	POLICE INTERCEPTORS			$11,961.30		
	6137		09/16/2022	POLICE INTERCEPTORS			$11,661.35		
	6154		09/27/2022	POLICE INTERCEPTORS			$11,661.35		
	6163		10/04/2022	POLICE INTERCEPTORS			$11,801.30		
	6164		10/05/2022	LED DOME LIGHTS			$159.80		
1966	10/24/2022	Open			Accounts Payable	GRANICUS LLC	$7,785.90		
	Invoice		Date	Description			Amount		
	156786		09/29/2022	FOIA & CRM 11/1/22-10/31/23			$7,785.90		
1967	10/24/2022	Open			Accounts Payable	HR GREEN, INC.	$10,540.00		
	Invoice		Date	Description			Amount		
	155737		09/19/2022	CBO SERVICES AUGUST			$10,540.00		
1968	10/24/2022	Open			Accounts Payable	HY-TEST SAFETY SHOE SERVICE	$429.97		
	Invoice		Date	Description			Amount		
	5017995		09/30/2022	uniforms			$429.97		
1969	10/24/2022	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	$2,548.34		
	Invoice		Date	Description			Amount		
	SALES0020383		08/31/2022	AUGUST DEDUCTIBLE			$2,548.34		
1970	10/24/2022	Open			Accounts Payable	KLEIN THORPE AND JENKINS LTD	$2.53		
	Invoice		Date	Description			Amount		
	228461		09/15/2022	TAX OBJECTIONS THRUAUG '22			$2.53		
1971	10/24/2022	Open			Accounts Payable	LEMONT PUBLIC LIBRARY DISTRICT	$696.56		
	Invoice		Date	Description			Amount		
	22-10-07 LIB		10/06/2022	AUG - SEPT IMPACT FEES			$696.56		

Payment Register

From Payment Date: 10/11/2022 - To Payment Date: 10/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1972	10/24/2022	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$8,774.00		
	Invoice		Date	Description			Amount		
	INV043556		10/07/2022	l/s pump repair			$8,774.00		
1973	10/24/2022	Open			Accounts Payable	MORRIS ENGINEERING, INC.	$6,360.00		
	Invoice		Date	Description			Amount		
	22-09104		10/04/2022	JULY & AUGUST BUILDING DEPT. REVIEWS			$6,360.00		
1974	10/24/2022	Open			Accounts Payable	NOVOTNY ENGINEERING	$77,798.22		
	Invoice		Date	Description			Amount		
	22426-1		10/06/2022	NW CORNER OF 131ST & BELL			$169.00		
	22414-1		10/06/2022	CANAL BANK ROAD ACCIDENT			$676.00		
	21232-7		10/05/2022	LAKE MICHIGAN WATER SUPPLY FROM JOLIET WATER AGENCY			$365.00		
	21210-11		10/05/2022	I&M CANAL WATER REGULATION HYDRAULIC STUDY			$453.50		
	20407-12		10/06/2022	LAKE MICHIGAN WATER ALLOCATION APPLICATION			$374.00		
	20053-11		10/05/2022	STATE STR. RESUFACING STP APP.			$205.00		
	22427-1		10/06/2022	PERMIT 707-709 EAST STREET DRIVEWAYS			$84.50		
	22422-1		10/05/2022	1201 PLEASANT PLACE EASEMENT ENCROACHMENT REVIEW			$123.00		
	22401-1		10/05/2022	DOVILLE SUBDIVION (131ST STREET TO ARCHER AVENUE)			$169.00		
	22239-1		10/05/2022	13767 MAIN STREET STORAGE YARD			$422.50		
	16155-4		10/05/2022	13511 & 13467 MAIN STREET			$422.50		
	02115-114		10/05/2022	NPDES phase 2 CSO flow monitoring			$164.00		
	04108-18		10/05/2022	Limestone subdivision			$287.00		
	21197-12		10/05/2022	GLENEAGLES PUD			$2,319.50		
	20306-9		10/05/2022	MARBELLA PUD (ON CANAL STREET)			$1,248.00		
	12387-64		10/05/2022	Kettering Phase 2			$1,271.00		
	15135-40		10/05/2022	Seven Oaks townhomes			$246.00		
	15202-20		10/05/2022	Equestrian Meadows phase 1			$1,576.50		
	16344-36		10/05/2022	Marble Landing PUD			$2,166.00		
	20406-13		10/05/2022	VIllas of Equestrian Meadows			$1,409.00		
	21049-4		10/05/2022	utility atlas revisions for GIS			$8,185.00		
	21173-11		10/05/2022	Copper Ridge PUD			$255.50		
	18435-23		10/05/2022	Notting Hill Subdivision			$1,009.00		
	18302-17		10/05/2022	Covington Knolls phase 8			$197.00		
	18433-8		10/05/2022	Equestrian Meadows phase 2			$205.00		
	21543-1		10/05/2022	2022GM MFT Resurfacing Engineering			$23,768.29		
	18151-19		10/05/2022	Design & Construction services elevated water storage tank			$2,875.00		
	21404-2		10/05/2022	2022 Water Main Replacement Engineering			$1,886.00		
	22273-1		10/05/2022	Public Works annex site salt dome			$760.50		
	20354-12		10/05/2022	Stephen St water main replacement DCEO			$13,930.00		
	20275-11		10/05/2022	Fitness Park			$2,730.00		
	19397-22		10/05/2022	Main Street water main extension USACOE			$164.00		
	22050-3		10/05/2022	Ruffled Feathers water main			$1,189.00		
	17416-21		10/05/2022	Ruffled Feathers drainage			$760.50		
	22246-3		10/05/2022	1344 Gordon Ln			$82.00		
	22052-2		10/05/2022	13389 McCarthy Rd			$721.00		

Payment Register

From Payment Date: 10/11/2022 - To Payment Date: 10/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	22047-1		10/05/2022	132nd St water main & sanitary sewer extension West of State St			$4,929.43			
1975	10/24/2022	Open			Accounts Payable	PACE ANALYTICAL SERVICES, LLC		$1,107.72		
	Invoice		Date	Description			Amount			
	72-101897		10/12/2022	sample testing			$1,107.72			
1976	10/24/2022	Open			Accounts Payable	PROVEN BUSINESS SYSTEMS, LLC		$833.05		
	Invoice		Date	Description			Amount			
	961486		10/04/2022	3250-08 - 07?08/22 to 10/07/2022 - V.H. Copier			$833.05			
1977	10/24/2022	Open			Accounts Payable	RAG'S ELECTRIC		$13,138.22		
	Invoice		Date	Description			Amount			
	23491		10/10/2022	sprinkler maintenance			$775.00			
	23306		09/26/2022	VH roof electrical work			$12,363.22			
1978	10/24/2022	Open			Accounts Payable	RCM DATA CORPORATION		$5,269.18		
	Invoice		Date	Description			Amount			
	IN80655		08/24/2022	COLOR PRINTER			$1,188.00			
	IN80574		08/22/2022	COLOR PRINTOR ACCESSORORIES			$4,360.00			
	IN8080989		10/05/2022	CREDIT FOR EARLY REMOVAL			($278.82)			
1979	10/24/2022	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY		$1,642.92		
	Invoice		Date	Description			Amount			
	42953		10/03/2022	blacktop			$201.00			
	43196		10/06/2022	blacktop			$509.25			
	43130		10/04/2022	blacktop			$804.67			
	43259		10/07/2022	blacktop			$128.00			
1980	10/24/2022	Open			Accounts Payable	RUSH TRUCK CENTERS		$200.00		
	Invoice		Date	Description			Amount			
	3029711500		10/14/2022	parts			$200.00			
1981	10/24/2022	Open			Accounts Payable	TATE, JAMIE, M		$5,276.40		
	Invoice		Date	Description			Amount			
	22-17		10/14/2022	08/08/22-08/21/22 planning services			$1,144.80			
	22-18		10/18/2022	8/22/22-9/4/22 planning services			$2,081.00			
	22-19		10/18/2022	9/5/22-9/18/22 planning services			$2,050.60			
1982	10/24/2022	Open			Accounts Payable	TRUE BLUE CAR WASH		$220.00		
	Invoice		Date	Description			Amount			
	INV-4391		09/30/2022	CAR WASH			$50.00			
	INV-4410		09/30/2022	POLICE VEHICLE WASH			$170.00			
Type EFT Totals:					24 Transactions			$205,431.33		

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	$135,396.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	43	$135,396.51	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	24	$205,431.33	$0.00

Payment Register

From Payment Date: 10/11/2022 - To Payment Date: 10/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	24	$205,431.33		$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	67	$340,827.84	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	0	$0.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	67	$340,827.84	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**43**	**$135,396.51**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**43**	**$135,396.51**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**24**	**$205,431.33**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**24**	**$205,431.33**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**67**	**$340,827.84**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**67**	**$340,827.84**	**$0.00**

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: An Ordinance Authorizing the Acquisition of Real Estate for a Public Purpose (494 Senon Drive)
DATE: October 24, 2022

SUMMARY/BACKGROUND
The property at 494 Senon Drive was included as part of the drainage plan for the Hirsekorn Ridge Subdivision (platted as Carriage Ridge III). Since then the property was owned by the developer, Janas. The property was deeded to the Village by the owner in October 2021.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the ordinance.

BOARD ACTION REQUESTED
Motion to Approve the ordinance.

ATTACHMENTS
An Ordinance Authorizing the Acquisition of Real Estate for a Public Purpose (494 Senon Drive)

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL ESTATE FOR A PUBLIC PURPOSE (494 SENON DRIVE)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2022

ORDINANCE NO. O-_____-22

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL ESTATE FOR A PUBLIC PURPOSE (494 SENON DRIVE)

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village desires to acquire real estate within the corporate limits of the Village and located at 494 Senon Drive as further described on the attached Exhibit A, (herein "the Subject Premises") for a public purpose; and

WHEREAS, the President and Board of Trustees deem it advisable and in the best interests of the residents of the Village to acquire the Subject Premises through a quit claim deed;

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

SECTION 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

SECTION 2. Subject to attorney review, the Village hereby accepts and approves the Quit Claim Deed for the Subject Premises attached hereto as Exhibit A and authorizes the Village Attorney to take any necessary action to finalize and record the Quit Claim Deed.

SECTION 3: The President is authorized to execute any such documents as may be necessary to carry out the acquisition of the Subject Premises.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED 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 _____ 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Doc#. 2135506230 Fee: $98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/21/2021 08:58 AM Pg: 1 of 3

Dec ID 20211201675285

Instrument prepared by:
John P. Antonopoulos
Antonopoulos & Vintel, P.C.
15419 127th Street – Suite 100
Lemont, IL 60439

Mail recorded document
and tax bills to:
Village of Lemont
418 Main Street
Lemont, IL 60439

QUIT CLAIM DEED

The Grantor, JOSEPH J. JANAS, a single person, of the Village of Lemont, State of Illinois, for and in consideration of Ten ($10.00) Dollars, in hand paid, CONVEYS and QUIT CLAIMS to VILLAGE OF LEMONT, 418 Main St., Lemont, IL 60439, the following described real estate situated in Cook County, State of Illinois, to wit:

See Legal Description Attached

Address: Portion of 14700 Main Street, Lemont, IL 60439 Pin#22-21-400-009-0000

Exempt under Paragraph B, Section 4 of the Real Estate Transfer Tax Act.

Dated: October 29, 2021 By:

Dated this 29th day of October, 2021.

JOSEPH J. JANAS

State of Illinois, County of Cook)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH J. JANAS, a single person, personally known 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. Given under my hand and official seal this 29th day of October, 2021.

OFFICIAL SEAL
D WALUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/13/23

Notary Public

Property of Cook County Clerk's Office
Not for Resale

EXHIBIT A

PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21 AND RUNNING THENCE NORTH 1 DEGREES 34 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID 1/4 SECTION, 280.00 FEET; THENCE SOUTH 36 DEGREES 42 MINUTES 24 SECONDS EAST, 304.08 FEET, TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 59 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 175.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF CARRIAGE RIDGE ESTATES, BEING A SUBDIVISION IN PART OF SAID SECTION 21 AND RUNNING THENCE NORTH 1 DEGREES 37 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 30 ACRES OF LOT 45 IN COUNTY CLERK'S DIVISION OF SAID SECTION 21, A DISTANCE OF 523.38 FEET, TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 59 MINUTES 17 SECONDS EAST, 196.51 FEET; THENCE SOUTH 1 DEGREES 37 MINUTES 46 SECONDS EAST, 523.64 FEET, THE NORTH LINE OF SAID CARRIAGE RIDGE ESTATES; THENCE SOUTH 88 DEGREES 03 MINUTES 51 SECONDS WEST, ALONG SAID NORTH LINE 196.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Copy Provided by Cook County Clerk - Not for Resale

STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire to hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: October 29, 2021

Signature: _____
Grantor or Agent

Subscribed and sworn to
before me this 29th day
of October, 2021.

OFFICIAL SEAL
D WALUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/13/23

Notary Public

The Grantee or his agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire to hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: October 29, 2021

Signature: _____
Grantee or Agent

Subscribed and sworn to
before me this 29th day
of October, 2021.

OFFICIAL SEAL
D WALUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/13/23

Notary Public

NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses.

(Attach to a Deed or Assignment of Beneficial Interest to be recorded in Cook County, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Property of Cook County Clerk's Office
Copy Provided by Cook County Clerk's Office Not for Resale

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: An Ordinance Approving a License Agreement (Bottles)
DATE: October 24, 2022

SUMMARY/BACKGROUND
License agreement for the use of unimproved Village-owned property. License fee will be inclusive of the sidewalk cafe license.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the License Agreement.

BOARD ACTION REQUESTED
Motion to Approve the License Agreement.

ATTACHMENTS
An Ordinance Approving a License Agreement (Bottles)
License Agreement Bottles
EXHIBIT A BOTTLES

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (BOTTLES)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2022

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (DIGS ON CANAL)

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village desires to enter into a License Agreement with Zakulhanek LLC a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the President and Board of Trustees deem it advisable and in the best interests of the residents of the Village to approve the Agreement as further provided below;

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

SECTION 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

SECTION 2. Subject to attorney review, the Agreement is approved and the Mayor and Village Administrator are authorized to execute the Agreement attached hereto as Exhibit A, to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Ordinance.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

ADOPTED 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 _____ 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

WHEREAS, Zakulhanek LLC, an Illinois corporation d/b/a Bottles, (hereinafter referred to as "**Grantee**"), has requested permission of the Corporate Authorities of the VILLAGE OF LEMONT, Illinois (hereinafter referred to as "**Grantor**" or "**Village**") to place a patio (approx. 25' x 20') (hereinafter referred to as "**Patio**") on the public property (Talcott Parking Lot) directly west of an existing sidewalk cafe connected to the commercial business known as Bottles at the property located at 439 Talcott Avenue, Lemont, Illinois; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Grantor** hereby grants a License, without Warranty of Title and without grant of any possessory estate or interest or rights in the land described below, unto the **Grantee**, to install, construct, and operate the Patio with seating area and related restaurant items located on the public property (Talcott Parking Lot) directly connected to the commercial business known as Bottles at the property located at 439 Talcott Avenue, Lemont, Illinois, and further described as follows:

See location map attached as Exhibit A

PIN: 22-20-405-014

Address: 101 Stephen Street, Lemont, Illinois

which license if granted, however, subject to the following terms, covenants, and conditions:

1. **Grantee** shall pay grantor a Village/Grantor's unimproved public property yearly license fee that the **Grantor** will set and publish by May of each fiscal year. Increases in said fee will be limited to consumer price index unless **Grantor** finds the need to appraise or conduct a relevant study for license property fee. **Grantor** will give Grantee appropriate notice if appraisal or survey is done.

2. **Grantee** agrees to use licensed land only in matter specified in this license. **Grantee** also agrees to follow all **Grantor's** requests regarding maintenance, upkeep and set up. No outdoor advertising is allowed by **Grantee** on license premises absent of amendment to license.

3. At any future time after the date hereof, the **Grantor** may revoke this license contained herein at will and without notice to the **Grantee** and without cost to either **Grantor** or its successors or assigns.

4. Upon such revocation of this license by the **Grantor**, the **Grantee** shall remove the **Patio** installed and constructed by it pursuant to the terms of this license, and all other items located on the public property, unless otherwise directed by the **Grantor**. In the event the **Grantor** requests removal of the **Patio**, the **Grantee** shall undertake such removal within thirty (30) days of such request and accomplish same within fourteen (14) days after commencing such removal. Further, **Grantor** may ask for temporary removal of items from the public property (I&M Canal

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Reserve Strip) from time to time if needed for public use. In these occasions, any non-permanent items associated with the **Patio** shall be moved out of the public property within two (2) days of said request.

5. Upon completion or termination of this License Agreement the **Grantee** shall remove from the public property the Patio and all other materials and shall ensure that the public property is in a neat and workmanlike manner. **Grantee** shall at all times, and under all circumstances, indemnify, protect, and hold harmless the **Grantor**, its grantees, licensees, agents, lessees and invitees, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand, or action asserted be meritorious, and which results from or is alleged to arise out of or in connection with the License Agreement including but not limited to the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the **Patio** upon the public property, or the existence of the license granted **Grantee** herein; provided, however, that in the event any such claim, damage, loss, demand, or cause of action is asserted against the **Grantor**, or its agents, **Grantor** shall furnish **Grantee** with written notification thereof and **Grantee** shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action against **Grantor** shall be made unless agreed to by **Grantor**.

6. **Grantee** agrees to pay grantor, its grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) or person(s) or property or any expense which they, or any of them, may sustain from or arising out of or in connection with this License Agreement including but not limited to, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, or existence of the **Patio** upon public property, or the existence of the license granted **Grantee** hereunder. The **Grantee** shall, at its own expense, within fifteen (15) days of the date hereof, and not less than thirty (30) days prior to the end of each year hereafter, procure and deliver to the Village Clerk of the **Grantor** an insurance policy issued by an insurance carrier acceptable to the **Grantor**, naming the **Grantor** as the insured, having limits of coverage for public liability including death in the amount of not less than Five Hundred Thousand Dollars ($500,000) per person and not less than One Million Dollars ($1,000,000) per occurrence, and having limits of coverage for property damage in the amount of not less than One Hundred Thousand Dollars ($100,000) – all as approved by the Village Attorney of the **Grantor**. Proof of insurance shall be given yearly to **Grantor's** Village Attorney on or before January 1 of each year. Violation of same may constitute a breach of duties of license and may constitute a termination of same at **Grantor's** request. Further, required policy limits may be requested to be changed by **Grantor** to **Grantee**. **Grantor** must provide **Grantee** one-hundred and twenty (120) day notice of insurance policy limit changes. The delivery of such policy shall be made prior to the exercise of the privilege of the license granted hereby and not less than thirty (30) days prior to the expiration of any preceding policy certificate.

7. **Grantor** shall not be liable to **Grantee**, its grantees, licensees, agents, lessees, or invitees for any damage or injuries (including death) to any person or to any of their properties

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except to the extent that injuries or damages are caused by the negligent, willful, or malicious misconduct of **Grantor**. **Grantee** shall indemnify and hold harmless the Village, its officers, agents and employees to the fullest extent permitted by law due to any claim arising out of, or in any way related to the letting, use of the public property and/or the execution or implementation of this Agreement.

8. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally or mailed to the **Grantor** c/o Village Administrator with a copy to the Village Clerk at 418 Main Street, Lemont, IL 60439, or to the **Grantee** at 431 Talcott Avenue, Lemont, IL 60439, or to such other person or addresses as the parties hereto may from time to time designate upon written notice.

9. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

10. The **Grantor** and **Grantee** certify hereby that they are not barred from entering into this License Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their proper officers, thereunto duly authorized and their respective seals to be hereto affixed, this _____ day of _____, 2022.

Zakulhanek LLC,
an Illinois corporation d/b/a
Bottles

By: _____

Its _____

ATTEST:

_____

Its_____

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VILLAGE OF LEMONT

By: _____
Village Administrator

ATTEST:

_____
Village Clerk

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EXHIBIT A

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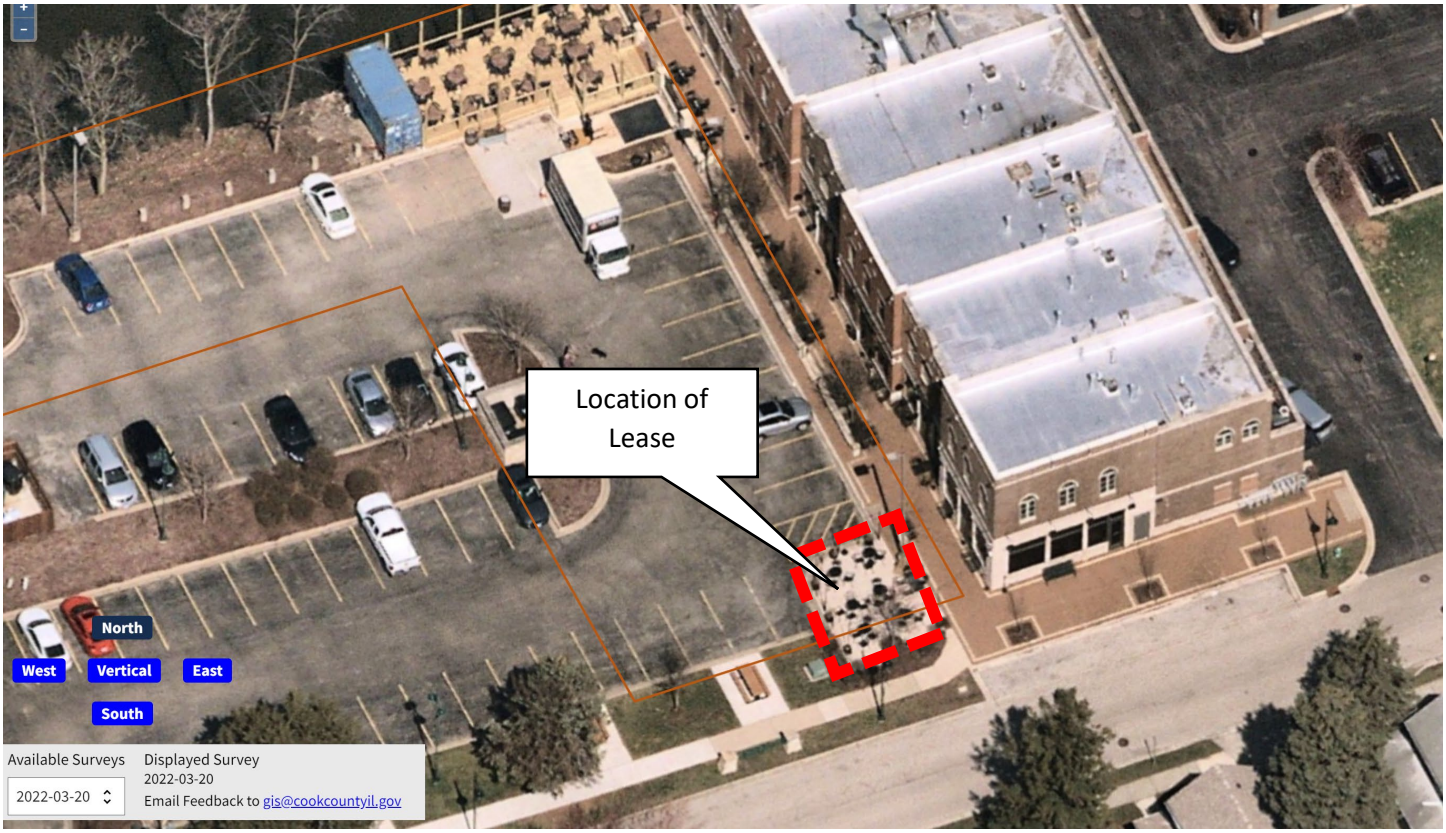
EXHIBIT A


Location of Lease
North
West
Vertical
East
South
Available Surveys
2022-03-20
Displayed Survey
2022-03-20
Email Feedback to gis@cookcountyil.gov

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: An Ordinance Approving a License Agreement (Matt's Barbecue)
DATE: October 24, 2022

SUMMARY/BACKGROUND
License agreement for the use of improved Village-owned property. License does not permit the use of a sidewalk cafe license.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the License Agreement.

BOARD ACTION REQUESTED
Motion to Approve the License Agreement.

ATTACHMENTS
An Ordinance Approving a License Agreement (Matt's Barbecue)
License Agreement Matt's Barbecue
EXHIBIT A MATT'S

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

**AN ORDINANCE APPROVING A LICENSE AGREEMENT
(MATT'S BARBECUE, LLC)**

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2022

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (DIGS ON CANAL)

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village desires to enter into a License Agreement with Matt's Barbecue, LLC a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the President and Board of Trustees deem it advisable and in the best interests of the residents of the Village to approve the Agreement as further provided below;

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

SECTION 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

SECTION 2. Subject to attorney review, the Agreement is approved and the Mayor and Village Administrator are authorized to execute the Agreement attached hereto as Exhibit A, to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Ordinance.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

ADOPTED 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 _____ 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

WHEREAS, MATT'S BARBECUE, LLC, an Illinois Limited Liability Company d/b/a MATT'S BARBECUE, (hereinafter referred to as "**Grantee**"), has requested permission of the Corporate Authorities of the VILLAGE OF LEMONT, Illinois (hereinafter referred to as "**Grantor**" or "**Village**") to place **Restaurant Items** (make, model number) (hereinafter referred to as "**Restaurant Items**") on the public property (parking lot) directly connected to the commercial business known as Matt's Barbecue at the property located at 308 Canal Street, Illinois; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Grantor** hereby grants a License, without Warranty of Title and without grant of any possessory estate or interest pr rights in the land described below, unto the **Grantee**, to install, construct, and operate seating area and related restaurant items located on the public property directly connected to the commercial business known as Matt's Barbecue at the property located at 308 Canal Street, Illinois, legally described as follows:

See location map attached as Exhibit A

PIN: 22-20-418-001

Address: 304 Canal Street, Lemont, Illinois

which license if granted, however, subject to the following terms, covenants, and conditions:

1. **Grantee** shall pay grantor a Village/Grantor's improved public property yearly license fee that the **Grantor** will set and publish by May of each fiscal year. Increases in said fee will be limited to consumer price index unless **Grantor** finds the need to appraise or conduct a relevant study for license property fee. **Grantor** will give Grantee appropriate notice if appraisal or survey is done.

2. **Grantee** agrees to use licensed land only in matter specified in this license. **Grantee** also agrees to follow all **Grantor's** requests regarding upkeep and set up. No outdoor advertising is allowed by **Grantee** on license premises absent of amendment to license.

3. At any future time after the date hereof, the **Grantor** may revoke this license contained herein at will and without notice to the **Grantee** and without cost to either **Grantor** or its successors or assigns.

4. Upon such revocation of this license by the **Grantor**, the **Grantee** shall remove the **Restaurant Items** installed and constructed by it pursuant to the terms of this license, unless requested to do so by the **Grantor**. In the event the **Grantor** requests removal of such **Restaurant Items**, the **Grantee** shall undertake such removal within thirty (30) days of such request and accomplish same within fourteen (14) days after commencing such removal. Further, **Grantor** may ask for temporary removal of items from parking lot from time to time if temporary parking

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needs are necessary. In these occasions, **Restaurant Items** shall be moved out of the parking spots within two (2) days of said request.

5. Upon completion of its work (installation, construction, maintenance, repair, or removal, as the case may be) the **Grantee** shall remove from the public property all other materials and shall replace all remaining unused public property in a neat and workmanlike manner. **Grantee** shall at all times, and under all circumstances, indemnify, protect, and hold harmless the **Grantor**, its grantees, licensees, agents, lessees and invitees, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand, or action asserted be meritorious, and which results from or is alleged to arise out of or in connection with, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the **Restaurant Items** upon the public property, or the existence of the license granted **Grantee** herein; provided, however, that in the event any such claim, damage, loss, demand, or cause of action is asserted against the **Grantor**, or its agents, **Grantor** shall furnish **Grantee** with written notification thereof and **Grantee** shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action against **Grantor** shall be made unless agreed to by **Grantor**.

6. **Grantee** agrees to pay grantor, its grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) or person(s) or property or any expense which they, or any of them, may sustain from or arising out of or in connection with, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, or existence of the **Restaurant Items** upon public property, or the existence of the license granted **Grantee** hereunder. The **Grantee** shall, at its own expense, within fifteen (15) days of the date hereof, and not less than thirty (30) days prior to the end of each year hereafter, procure and deliver to the Village Clerk of the **Grantor** an insurance policy issued by an insurance carrier acceptable to the **Grantor**, naming the **Grantor** as the insured, having limits of coverage for public liability including death in the amount of not less than Five Hundred Thousand Dollars ($500,000) per person and not less than One Million Dollars ($1,000,000) per occurrence, and having limits of coverage for property damage in the amount of not less than One Hundred Thousand Dollars ($100,000) – all as approved by the Village Attorney of the **Grantor**. Proof of insurance shall be given yearly to **Grantor's** Village Attorney on or before January 1 of each year. Violation of same may constitute a breach of duties of license and may constitute a termination of same at **Grantor's** request. Further, required policy limits may be requested to be changed by **Grantor** to **Grantee**. **Grantor** must provide **Grantee** one-hundred and twenty (120) day notice of insurance policy limit changes. The delivery of such policy shall be made prior to the exercise of the privilege of the license granted hereby and not less than thirty (30) days prior to the expiration of any preceding policy certificate.

7. **Grantor** shall not be liable to **Grantee**, its grantees, licensees, agents, lessees, or invitees for any damage or injuries (including death) to any person or to any of their properties except to the extent that injuries or damages are caused by the negligent, willful, or malicious

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misconduct of **Grantor**. **Grantee** shall indemnify and hold harmless the Village, its officers, agents and employees to the fullest extent permitted by law due to any claim arising out of, or in any way related to the letting, use of the Premises and/or the execution or implementation of this Agreement.

8. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally or mailed to the **Grantor** c/o Village Administrator with a copy to the Village Clerk at 418 Main Street, Lemont, IL 60439, or to the **Grantee** at 308 Canal Street, Lemont, IL 60439, or to such other person or addresses as the parties hereto may from time to time designate upon written notice.

9. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

10. The **Grantor** and **Grantee** certify hereby that they are not barred from entering into this License Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their proper officers, thereunto duly authorized and their respective seals to be hereto affixed, this _____ day of _____, 2022.

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MATT'S BARBECUE, LLC,
an Illinois Limited Liability Company d/b/a
MATT'S BARBECUE

By: _____

Its _____

ATTEST:

_____

Its_____

VILLAGE OF LEMONT

By: _____
Village Administrator

ATTEST:

_____
Village Clerk

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EXHIBIT A

Legal Description

THE SOUTHERLY FIVE (5') FEET OF THE NORTHERLY TWENTY-THREE (23') FEET OF THE WESTERLY FIVE (5') FEET AND ALSO THE NORTHERLY FIVE (5') FEET OF THE EASTERLY FIVE (5') FEET OF THE GRANTOR'S FOLLOWING DESCRIBED PROPERTY:

LOT 3 AND 4 IN THE SUBDIVISION OF LOT 3 IN THE SUBDIVISION OF THAT PART OF LOTS 4 AND 5 IN BLOCK 34 LYING BETWEEN CANAL STREET AND THE RAILROAD AND THAT PART OF HINSDALE STREET AND LAND ADJOINING LYING BETWEEN CANAL STREET AND THE RAILROAD AND EAST OF LULL AND LEMONT STREET, IN KEEPATAW, A SUBDIVISION IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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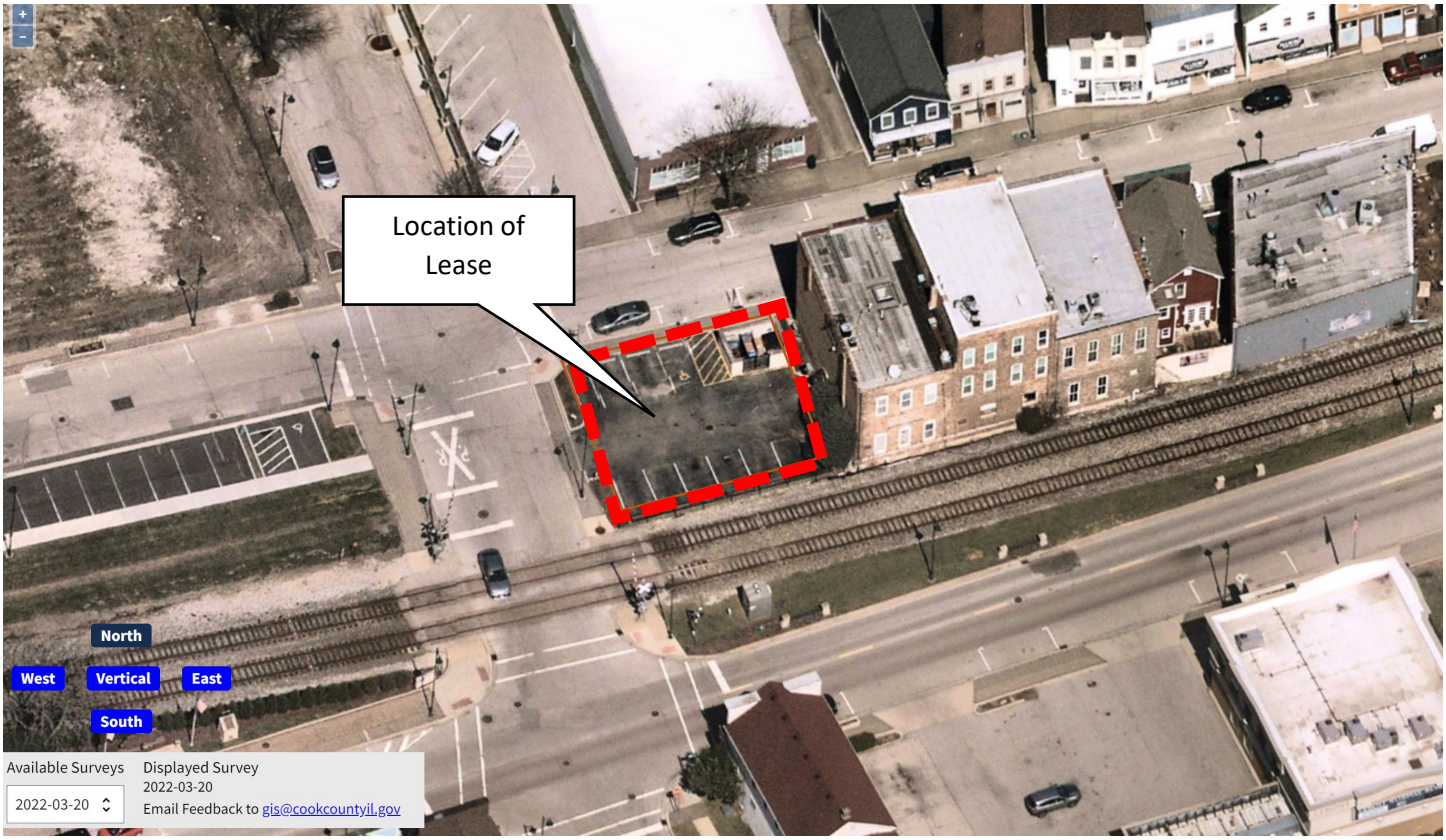
EXHIBIT A


Location of Lease
North
West
Vertical
East
South
Available Surveys
2022-03-20
Displayed Survey
2022-03-20
Email Feedback to gis@cookcountyil.gov

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: An Ordinance Approving a License Agreement (Pollyanna)
DATE: October 24, 2022

SUMMARY/BACKGROUND
License agreement for the use of unimproved Village-owned property. License fee will be inclusive of the sidewalk cafe license.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the License Agreement.

BOARD ACTION REQUESTED
Motion to Approve the License Agreement.

ATTACHMENTS
An Ordinance Approving a License Agreement (Pollyanna)
License Agreement Pollyanna
EXHIBIT A POLLYANNA

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (POLLYANNA)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2022

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (DIGS ON CANAL)

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village desires to enter into a License Agreement with Pollyanna Brewing Company a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the President and Board of Trustees deem it advisable and in the best interests of the residents of the Village to approve the Agreement as further provided below;

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

SECTION 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

SECTION 2. Subject to attorney review, the Agreement is approved and the Mayor and Village Administrator are authorized to execute the Agreement attached hereto as Exhibit A, to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Ordinance.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

ADOPTED 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 _____ 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

WHEREAS, Pollyanna Brewing Company, an _____, (hereinafter referred to as "**Grantee**"), has requested permission of the Corporate Authorities of the VILLAGE OF LEMONT, Illinois (hereinafter referred to as "**Grantor**" or "**Village**") to place a deck (approx. 56' x 20') (hereinafter referred to as "**Deck**") on the public property (I&M Canal Reserve Strip) directly west of an existing patio connected to the commercial business known as Pollyanna Brewing Company at the property located at 431 Talcott Avenue, Lemont, Illinois; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Grantor** hereby grants a License, without Warranty of Title and without grant of any possessory estate or interest or rights in the land described below, unto the **Grantee**, to install, construct, and operate the Deck with seating area and related restaurant items located on the public property (I&M Canal Reserve Strip) directly connected to the commercial business known as Pollyanna Brewing Company at the property located at 431 Talcott Avenue, Lemont, Illinois, and further described as follows:

See location map attached as Exhibit A

PIN: 22-20-405-014

Address: 101 Stephen Street, Lemont, Illinois

which license if granted, however, subject to the following terms, covenants, and conditions:

1. **Grantee** shall pay grantor a Village/Grantor's unimproved public property yearly license fee that the **Grantor** will set and publish by May of each fiscal year. Increases in said fee will be limited to consumer price index unless **Grantor** finds the need to appraise or conduct a relevant study for license property fee. **Grantor** will give Grantee appropriate notice if appraisal or survey is done.

2. **Grantee** agrees to use licensed land only in matter specified in this license. **Grantee** also agrees to follow all **Grantor's** requests regarding maintenance, upkeep and set up. No outdoor advertising is allowed by **Grantee** on license premises absent of amendment to license.

3. At any future time after the date hereof, the **Grantor** may revoke this license contained herein at will and without notice to the **Grantee** and without cost to either **Grantor** or its successors or assigns.

4. Upon such revocation of this license by the **Grantor**, the **Grantee** shall remove the **Deck** installed and constructed by it pursuant to the terms of this license, and all other items located on the public property, unless otherwise directed by the **Grantor**. In the event the **Grantor** requests removal of the **Deck**, the **Grantee** shall undertake such removal within thirty (30) days of such request and accomplish same within fourteen (14) days after commencing such removal. Further, **Grantor** may ask for temporary removal of items from the public property (I&M Canal

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Reserve Strip) from time to time if needed for public use. In these occasions, any non-permanent items associated with the **Deck** shall be moved out of the public property within two (2) days of said request.

5. Upon completion or termination of this License Agreement the **Grantee** shall remove from the public property the Deck and all other materials and shall ensure that the public property is in a neat and workmanlike manner. **Grantee** shall at all times, and under all circumstances, indemnify, protect, and hold harmless the **Grantor**, its grantees, licensees, agents, lessees and invitees, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand, or action asserted be meritorious, and which results from or is alleged to arise out of or in connection with the License Agreement including but not limited to the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the **Deck** upon the public property, or the existence of the license granted **Grantee** herein; provided, however, that in the event any such claim, damage, loss, demand, or cause of action is asserted against the **Grantor**, or its agents, **Grantor** shall furnish **Grantee** with written notification thereof and **Grantee** shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action against **Grantor** shall be made unless agreed to by **Grantor**.

6. **Grantee** agrees to pay grantor, its grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) or person(s) or property or any expense which they, or any of them, may sustain from or arising out of or in connection with this License Agreement including but not limited to, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, or existence of the **Deck** upon public property, or the existence of the license granted **Grantee** hereunder. The **Grantee** shall, at its own expense, within fifteen (15) days of the date hereof, and not less than thirty (30) days prior to the end of each year hereafter, procure and deliver to the Village Clerk of the **Grantor** an insurance policy issued by an insurance carrier acceptable to the **Grantor**, naming the **Grantor** as the insured, having limits of coverage for public liability including death in the amount of not less than Five Hundred Thousand Dollars ($500,000) per person and not less than One Million Dollars ($1,000,000) per occurrence, and having limits of coverage for property damage in the amount of not less than One Hundred Thousand Dollars ($100,000) – all as approved by the Village Attorney of the **Grantor**. Proof of insurance shall be given yearly to **Grantor's** Village Attorney on or before January 1 of each year. Violation of same may constitute a breach of duties of license and may constitute a termination of same at **Grantor's** request. Further, required policy limits may be requested to be changed by **Grantor** to **Grantee**. **Grantor** must provide **Grantee** one-hundred and twenty (120) day notice of insurance policy limit changes. The delivery of such policy shall be made prior to the exercise of the privilege of the license granted hereby and not less than thirty (30) days prior to the expiration of any preceding policy certificate.

7. **Grantor** shall not be liable to **Grantee**, its grantees, licensees, agents, lessees, or invitees for any damage or injuries (including death) to any person or to any of their properties

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except to the extent that injuries or damages are caused by the negligent, willful, or malicious misconduct of **Grantor**. **Grantee** shall indemnify and hold harmless the Village, its officers, agents and employees to the fullest extent permitted by law due to any claim arising out of, or in any way related to the letting, use of the public property and/or the execution or implementation of this Agreement.

8. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally or mailed to the **Grantor** c/o Village Administrator with a copy to the Village Clerk at 418 Main Street, Lemont, IL 60439, or to the **Grantee** at 431 Talcott Avenue, Lemont, IL 60439, or to such other person or addresses as the parties hereto may from time to time designate upon written notice.

9. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

10. The **Grantor** and **Grantee** certify hereby that they are not barred from entering into this License Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their proper officers, thereunto duly authorized and their respective seals to be hereto affixed, this _____ day of _____, 2022.

Pollyanna Brewing Company,

By: _____

Its _____

ATTEST:

_____

Its_____

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VILLAGE OF LEMONT

By: _____
Village Administrator

ATTEST:

_____
Village Clerk

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EXHIBIT A

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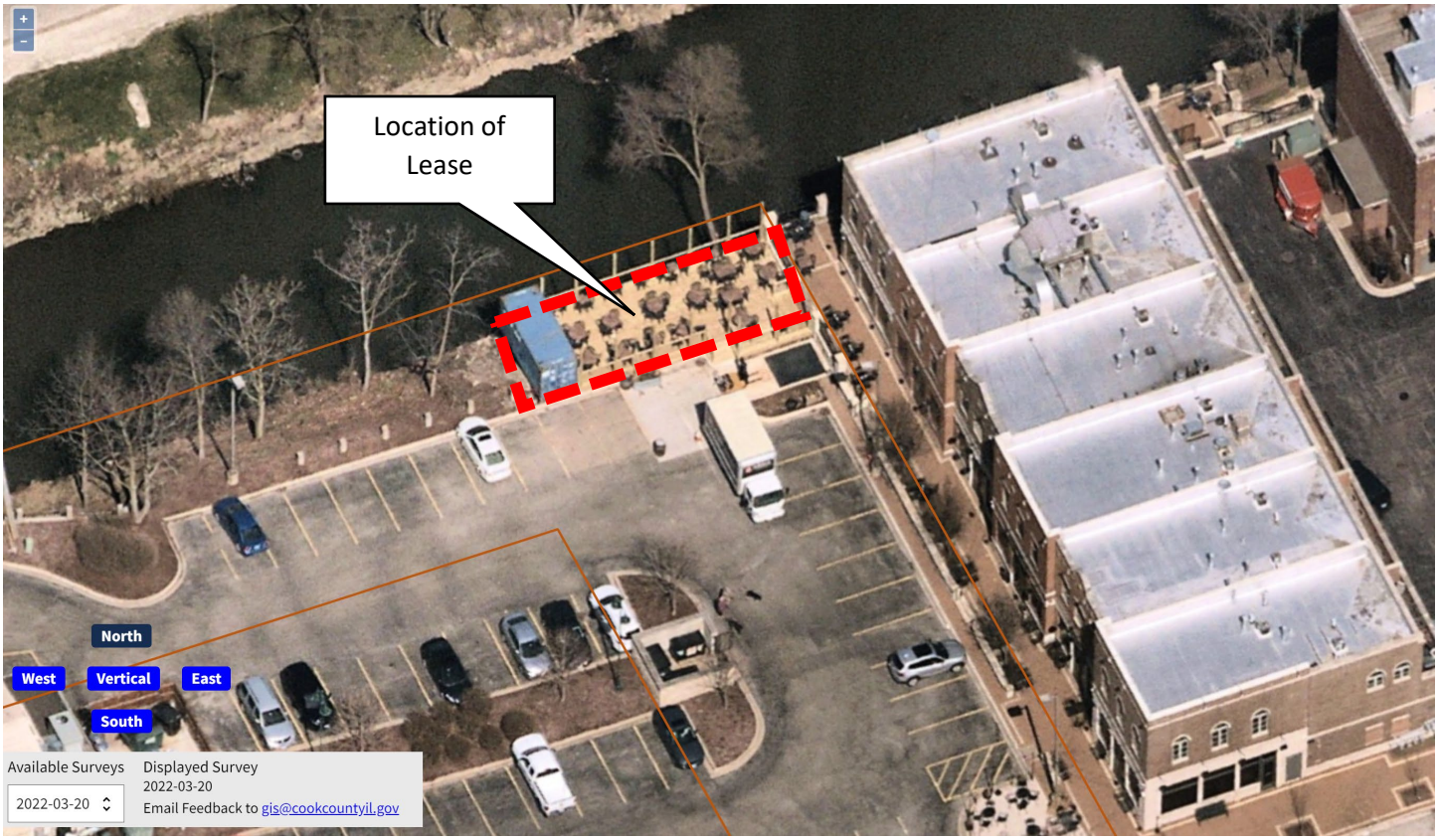
EXHIBIT A


Location of Lease
North
West
Vertical
East
South
Available Surveys
2022-03-20
Displayed Survey
2022-03-20
Email Feedback to gis@cookcountyil.gov

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: An Ordinance Approving a License Agreement (Digs on Canal)
DATE: October 24, 2022

SUMMARY/BACKGROUND
License agreement for the use of improved Village-owned property. License does not permit the use of a sidewalk cafe license.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the License Agreement.

BOARD ACTION REQUESTED
Motion to Approve the License Agreement.

ATTACHMENTS
An Ordinance Approving a License Agreement (Digs on Canal)
License Agreement Digs on Canal
EXHIBIT A DIGS ON CANAL;

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (DIGS ON CANAL)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2022

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING A LICENSE AGREEMENT (DIGS ON CANAL)

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village desires to enter into a License Agreement with Sweetwater Concepts Inc. a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the President and Board of Trustees deem it advisable and in the best interests of the residents of the Village to approve the Agreement as further provided below;

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

SECTION 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

SECTION 2. Subject to attorney review, the Agreement is approved and the Mayor and Village Administrator are authorized to execute the Agreement attached hereto as Exhibit A, to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Ordinance.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

ADOPTED 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 _____ 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

WHEREAS, Sweetwater Concepts Inc., an Illinois corporation d/b/a Digs on Canal, (hereinafter referred to as "**Grantee**"), has requested permission of the Corporate Authorities of the VILLAGE OF LEMONT, Illinois (hereinafter referred to as "**Grantor**" or "**Village**") to place **Restaurant Items** (make, model number) (hereinafter referred to as "**Restaurant Items**") on the public property (Budnik Plaza) directly east to the commercial business known as Digs on Canal at the property located at 316 Main Street, Lemont, Illinois; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Grantor** hereby grants a License, without Warranty of Title and without grant of any possessory estate or interest pr rights in the land described below, unto the **Grantee**, to install, construct, and operate seating area and related restaurant items located on the public property directly connected to the commercial business known as Digs on Canal at the property located at 316 Main Street, Lemont, Illinois, and further described as follows:

See location map attached as Exhibit A

318 Canal Street, Lemont, IL (22-20-418-007) and a portion of 320 Canal Street, Lemont, IL (22-40-418-008)

which license if granted, however, subject to the following terms, covenants, and conditions:

1. **Grantee** shall pay grantor a Village/Grantor's improved public property yearly license fee that the **Grantor** will set and publish by May of each fiscal year. Increases in said fee will be limited to consumer price index unless **Grantor** finds the need to appraise or conduct a relevant study for license property fee. **Grantor** will give Grantee appropriate notice if appraisal or survey is done.

2. **Grantee** agrees to use licensed land only in matter specified in this license. **Grantee** also agrees to follow all **Grantor's** requests regarding upkeep and set up. No outdoor advertising is allowed by **Grantee** on license premises absent of amendment to license.

3. At any future time after the date hereof, the **Grantor** may revoke this license contained herein at will and without notice to the **Grantee** and without cost to either **Grantor** or its successors or assigns.

4. Upon such revocation of this license by the **Grantor**, the **Grantee** shall remove the **Restaurant Items** installed and constructed by it pursuant to the terms of this license, unless otherwise directed by the **Grantor**. In the event the **Grantor** requests removal of such **Restaurant Items**, the **Grantee** shall undertake such removal within thirty (30) days of such request and accomplish same within fourteen (14) days after commencing such removal. Further, **Grantor** may ask for temporary removal of items from Budnik Plaza from time to time if temporary parking or other public use needs are necessary. In these occasions, **Restaurant Items** shall be moved out of Budnik Plaza within two (2) days of said request.

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5. Upon completion or termination of this License Agreement the **Grantee** shall remove from the public property all other materials and shall ensure that the public property is in a neat and workmanlike manner. **Grantee** shall at all times, and under all circumstances, indemnify, protect, and hold harmless the **Grantor**, its grantees, licensees, agents, lessees and invitees, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand, or action asserted be meritorious, and which results from or is alleged to arise out of or in connection with the License Agreement including but not limited to the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the **Restaurant Items** upon the public property, or the existence of the license granted **Grantee** herein; provided, however, that in the event any such claim, damage, loss, demand, or cause of action is asserted against the **Grantor**, or its agents, **Grantor** shall furnish **Grantee** with written notification thereof and **Grantee** shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action against **Grantor** shall be made unless agreed to by **Grantor**.

6. **Grantee** agrees to pay grantor, its grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) or person(s) or property or any expense which they, or any of them, may sustain from or arising out of or in connection withthis License Agreement including but not limited to, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, or existence of the **Restaurant Items** upon public property, or the existence of the license granted **Grantee** hereunder. The **Grantee** shall, at its own expense, within fifteen (15) days of the date hereof, and not less than thirty (30) days prior to the end of each year hereafter, procure and deliver to the Village Clerk of the **Grantor** an insurance policy issued by an insurance carrier acceptable to the **Grantor**, naming the **Grantor** as the insured, having limits of coverage for public liability including death in the amount of not less than Five Hundred Thousand Dollars ($500,000) per person and not less than One Million Dollars ($1,000,000) per occurrence, and having limits of coverage for property damage in the amount of not less than One Hundred Thousand Dollars ($100,000) – all as approved by the Village Attorney of the **Grantor**. Proof of insurance shall be given yearly to **Grantor's** Village Attorney on or before January 1 of each year. Violation of same may constitute a breach of duties of license and may constitute a termination of same at **Grantor's** request. Further, required policy limits may be requested to be changed by **Grantor** to **Grantee**. **Grantor** must provide **Grantee** one-hundred and twenty (120) day notice of insurance policy limit changes. The delivery of such policy shall be made prior to the exercise of the privilege of the license granted hereby and not less than thirty (30) days prior to the expiration of any preceding policy certificate.

7. **Grantor** shall not be liable to **Grantee**, its grantees, licensees, agents, lessees, or invitees for any damage or injuries (including death) to any person or to any of their properties except to the extent that injuries or damages are caused by the negligent, willful, or malicious misconduct of **Grantor**. **Grantee** shall indemnify and hold harmless the Village, its officers, agents and employees to the fullest extent permitted by law due to any claim arising out of, or in

any way related to the letting, use of the public property and/or the execution or implementation of this Agreement.

8. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally or mailed to the **Grantor** c/o Village Administrator with a copy to the Village Clerk at 418 Main Street, Lemont, IL 60439, or to the **Grantee** at 316 Main Street, Lemont, IL 60439, or to such other person or addresses as the parties hereto may from time to time designate upon written notice.

9. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

10. The **Grantor** and **Grantee** certify hereby that they are not barred from entering into this License Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their proper officers, thereunto duly authorized and their respective seals to be hereto affixed, this _____ day of _____, 2022.

Sweetwater Concepts Inc.,
an Illinois corporation d/b/a
Digs on Canal

By: _____

Its _____

ATTEST:

_____

Its_____

VILLAGE OF LEMONT

By: _____
Village Administrator

ATTEST:

_____
Village Clerk

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EXHIBIT A

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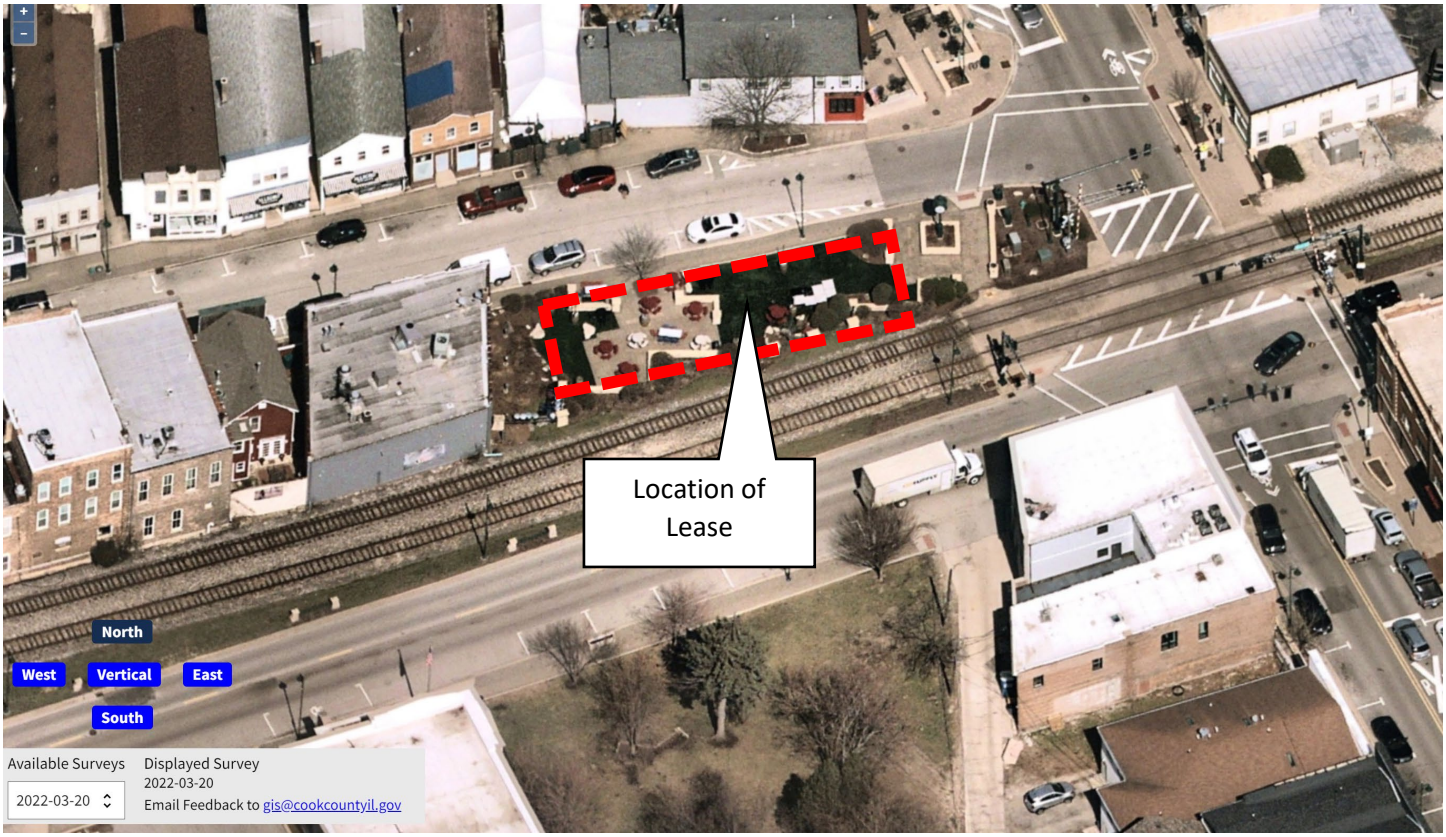
EXHIBIT A


Location of Lease
North
West
Vertical
East
South
Available Surveys
2022-03-20
Displayed Survey
2022-03-20
Email Feedback to gis@cookcountyil.gov

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: A Resolution Approving Business District Improvement Grants for the September 2022 Cycle in Lemont, IL
DATE: October 24, 2022

SUMMARY/BACKGROUND
The Village of Lemont continues to show success with its Business District Improvement Grant program. Thanks to the success of the program, there is a consistent queue of applications for support among businesses and property owners. Five projects were presented at the October 17, 2022 Committee of the Whole.

- New windows at 103 Stephen Street
- Roof repair, tuckpointing, facade upgrades, and new commercial doors at 308 Canal Street
- Accordion Door replacement for corner windows at 431 Talcott Street
- Excavation for a 6" water service for basement and first floor fire sprinkler system at 326 Main Street
- Double exterior door and trim at 310 Canal Street

Projects have been reviewed by staff. All projects have been completed and all reimbursement costs are eligible items under the grant program.

ANALYSIS
The Lemont 2030 Comprehensive Plan recommends implementing a comprehensive incentives policy. The current policy has remained consistent and was last reviewed in January, 2022. Eligibility can be reviewed on the grant and incentive web pages on the Village's site at: Business District Improvement Grant.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the resolution.

BOARD ACTION REQUESTED
Motion to Approve the resolution.

ATTACHMENTS
A Resolution Approving Business District Improvement Grants for the September 2022 Cycle

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-22

A RESOLUTION APPROVING BUSINESS DISTRICT IMPROVEMENT GRANTS FOR THE SEPTEMBER 2022 CYCLE IN LEMONT, IL

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 10-24-2022

RESOLUTION NO. R-_____-22

A RESOLUTION APPROVING BUSINESS DISTRICT IMPROVEMENT GRANTS FOR THE SEPTEMBER 2022 CYCLE IN LEMONT, IL

WHEREAS the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Lemont 2030 Comprehensive Plan recommends establishing a community-wide façade and site improvement program; and

WHEREAS, to support economic growth within Village's commercial districts the Board of Trustees has established a Business District Improvement Grant and Downtown Retail Recruitment Incentive programs (the "Program") and approved funding for applications within the Village in the FY2021-22 Budget; and

WHEREAS, said Program is administered by the Village and is funded from General Fund and TIF District Revenues for purposes of control and prevention of blight, dilapidation and deterioration of designated areas within the District; and

WHEREAS, pursuant to said Program the Village has agreed to participate, subject to its sole discretion, in sharing the costs of building, sign, and site improvements to commercial and institutional establishments within the Village; and

WHEREAS, applications were reviewed by the Historic Preservation Commission at the regular meeting of February 10, 2022 and the proposed work was found to meet the requirements for a certificate of appropriateness as necessary and as the grant review committee the proposed work was found to eligible for a grant under the criteria of the Program; and

WHEREAS, the Owner/Lessee desires to participate in the Program pursuant to the terms and provisions of the Village; and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize eleven Business District Improvement Grants totaling $79,051.00

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

SECTION 1: RECITALS.

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the following Business District Improvement Grant Agreements in substantially the same form as attached hereto as Exhibit A, subject to attorney review:

a) Red Shamrock LLC for 103 Stephen Street, in the amount of $25,000.00
b) JEM Holdings for 308 Canal Street, in the amount of $11,066.00
c) Pollyanna Brewing Company for 431 Talcott Avenue, in the amount of $14,507.00
d) Pollyanna Brewing Company for 326 Main Street, in the amount of $25,000.00
e) Canal Street Holdings LLC for 310 Canal Street, in the amount of $3,478.00

SECTION 3: EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 24th day of October 2022.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 24th DAY OF OCTOBER 2022

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

EXHIBIT A

Village of Lemont
Community and Economic Development
Department 418 Main Street, Lemont, IL 60439
Phone (630) 257-1595
Fax (630 257-1598

Lemont Business District Improvement Grant

USE OF FUNDS
VERIFICATION OF EXPENSES
FAILURE TO COMPLETE WORK
INDEMNIFICATION
ACCEPTANCE OF GRANT

1. **Use of Funds**
   The Village of Lemont ("the Village") shall reimburse the Owner/Lessee for the shared cost of property improvements, as described in the Business District Improvement Grant application ("Grant").

   The maximum amount of reimbursement shall not exceed $_____.

2. **Verification of Expenses**
   Within 90 days of the below acceptance date, applicants must submit verification in the form of receipts or other records of payments made for the approved eligible expenses.

3. **Failure to Complete Work**
   If the Owner/Lessee or their contractor fails to complete the building, sign, or site improvements in conformity with the plans provided for in application, this Grant shall terminate and the financial obligation on the part of the Village shall cease and become null and void.

4. **Village and General Indemnification**
   The Owner/Lessee agrees to defend and hold harmless the Village from all claims which may arise out of said owners' construction activities under this Grant. In the event that, as a result of this Grant, or actions taken as required hereunder, the Village is made a party defendant in any litigation arising by reason of this Grant, and development activities contemplated hereunder, the owners agree to defend and hold harmless the Village, the mayor, trustees, officers and agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom.

Certification: The undersigned certifies that to the best of my knowledge and belief, all information contained in the grant application is true, complete and correct. The undersigned agrees to provide the Village with verification of expenses and agrees to furnish any additional information to the Village as needed. Failure to comply with these conditions may require the return of funds.

_____ _____

Signature of Applicant Date

_____

Printed Name

_____

Business Name

_____

Business Address

_____

Corporation or Registered Agent

Please submit signed form to the Director of Community Development. E-mail is preferred; however, document can be placed in the Village drop box at 418 Main Street.

Jason Berry, AICP
Economic and Community Development
Director (630) 257-1581
jberry@lemont.il.us

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Darshana Prakash, Finance
THROUGH:	George Schafer, Village Administrator
SUBJECT:	A Resolution approving Amendment #2 to Professional Services Agreement between HR Green, Inc. and the Village of Lemont, IL (Water Supply Alternatives)
DATE:	October 24, 2022

SUMMARY/BACKGROUND
On September 27, 2021, the Village Board approved R-59-21, a Professional Services agreement between HR Green, Inc. and the Village to evaluate the Village's water supply alternatives. Subsequently, on April 11, 2022, R-11-22 was approved as an amendment to the original agreement to include HR Green Inc.'s assistance in securing the IDNR (Illinois Department of Natural Resources) Lake Michigan Water Allocation Permit. The amendment was approved for an amount not to exceed $40,000.

HR Green submitted the application on August 15, 2022. A pre-hearing was held on September 19th which was attended by HR Green, IDNR staff and Village staff. There were several items identified to ensure the application is complete and meets the criteria, including reducing the non revenue water consumption to below 10%, installation of water meters and an aggressive watermain replacement program. This required additional time and resources that were not originally planned for resulting from IDNR staff comments at the pre-hearing, for an amount not to exceed $22,669.

A pre-hearing is scheduled for December 15th for HR Green staff to present the updated application addressing the deficiencies noted on September 19th pre-hearing. The attached amendment includes HR Green staff participation at the Allocation hearing.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Staff recommends Board approval of attached Resolution and Agreement.

BOARD ACTION REQUESTED
Approve Resolution and Agreement.

ATTACHMENTS
resolution for HR Green-2nd Amendment-10.24.22.pdf
AMD2_HRG_Water_Supply_Study_092922-F.pdf

Resolution No. _____

A Resolution Approving Amendment #2 to the Professional Services Agreement between HR Green, Inc and the Village of Lemont, Illinois

WHEREAS, the Village of Lemont ("Village"), Counties of Cook, Will and DuPage, Illinois is a municipality in the State of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village and HR Green Inc wish to extend their professional agreement to include additional time and resources incurred in the Water Allocation permit application;

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, the Village Board has determined that it is advisable, necessary and in the best interests of the Village to waive competitive bidding and authorize the Village Administrator to take all necessary actions and execute all necessary documents to carry out this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS that:

SECTION ONE: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: The Mayor and Board of Trustees of the Village of Lemont hereby approve the amendment to the agreement with HR Green, Inc.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval 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 24th day of October, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ronald Stapleton	_____	_____	_____	_____

_____

John Egofske
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this _____ day of October, 2022 by and between, VILLAGE OF LEMONT the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Feasibility/Cost Study – Water Supply Alternatives

hereby amends the original Professional Services Agreement dated September 29, 2021 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

See Attachment A

COMPANY Project Number: 211371

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

☒ Per current rate schedule with an estimated fee to be increased by Twenty-Two Thousand Six Hundred and Sixty-Nine ($22,669.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

VILLAGE OF LEMONT	HR GREEN, INC.
By: George Schafer, Village Administrator	By: Heath Picken, PE, Vice-President

Feasibility/Cost Study – Water Supply Alternatives
Village of Lemont

Attachment A
Amendment No. 2

HR Green
October 2022

1.0 Project Understanding

1.1 General Understanding

The COMPANY has been assisting the CLIENT with preparing the permit application to the Illinois Department of Natural Resources (IDNR) for Lake Michigan Water Allocation. The intent of this application is to secure a Lake Michigan Allocation from the IDNR in case the Village of Lemont decides to switch its water source from groundwater to Lake Michigan water in the future. The COMPANY understands that the application preparation is a joint/collaborative effort between the CLIENT and COMPANY. The CLIENT will lead the effort in compiling the necessary data and calculations requested by the IDNR, with the COMPANY's guidance as needed. The COMPANY'S primary responsibility is to review the CLIENT's data/calculations and compile the provided documentation into a report that meets the IDNR's application requirements.

The CLIENT submitted an IDNR application on August 15th, 2022 for IDNR's review. On September 19th, 2022, the CLIENT had a Pre-Hearing with the IDNR to discuss the CLIENT's Lake Michigan allocation request. During this meeting, the IDNR highlighted that the CLIENT's existing non-revenue water equals 13.6%, which is above the IDNR's requirement of no more than 10%. The IDNR is requiring the CLIENT to implement additional measures in the CLIENT's Water System Improvement Plan to meet the 10% goal for non-revenue water. Requested actions include the installation of finished water meters and a more aggressive watermain replacement program. The COMPANY's responsibility is to work with the CLIENT to compile a revised report that meets the IDNR's additional requests.

1.2 Design Criteria/Assumptions

None

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

A. <u>Project Management and Meetings</u>

1. Provide project management services for the duration of the project.
2. Meet with CLIENT as needed to present interim status of the application and to obtain input.
3. Coordinate with CLIENT to collect required data for IDNR application.

4. Attend Pre-Hearing #3 on December 15th, 2022 to address IDNR questions and comments, assuming two COMPANY attendees and two hours per attendee (4 hours total).
5. Attend IDNR Allocation Hearing (date to be determined), assuming two COMPANY attendees and four hours per attendee (8 hours total).

B. Review and Guidance on Lake Michigan Water Allocation Application

1. COMPANY to review data, forms, and spreadsheets provided by CLIENT to be submitted to the IDNR. Scope will include review and guidance on the following:
    a. CLIENT's backup calculations, including the revenue loss worksheet and other backup data used to fill out the IDNR forms.
    b. CLIENT's completed Lake Michigan Water Allocation permit form
        i. COMPANY to check that the form is sufficiently filled out to meet IDNR requirements.
        ii. COMPANY to coordinate with the CLIENT to clarify questions that may arise during review and to provide suggestions to revise the forms as needed.

C. Preparation of Revised Report to be Submitted to IDNR

1. COMPANY to compile a report for the Lake Michigan Water Allocation Application that addresses comments from IDNR at the pre-hearing held on September 19, 2022 and as follows:
    a. Compile data, forms, and supporting documentation required for the IDNR application.
    b. Compile data from CLIENT on finished flowmeter installation (including costs and proposed installation date). Update the economic evaluation and relevant tables in the report to include finished flowmeter installation.
    c. Compile data from CLIENT to update the historical watermain replacement program data to be shown in water years (example: October 1st, 2020, to September 30th, 2021) rather than calendar years.
    d. Update the water system improvement plan to meet the goal of reducing the Non-Revenue Water from the CLIENT's current 13.6% to a goal of less than or equal to 10% by 2029. IDNR emphasized the implementation of a more aggressive watermain replacement program as soon as possible to address system losses.
    e. As requested by IDNR, include a table for the CLIENT'S proposed Non-Revenue Water Percentage Reduction Schedule which provides the proposed non-revenue water percentage that will be achieved each year. The non-revenue water must be at or below 10% by 2029, with the assumption that the CLIENT will begin using Lake Michigan water in 2030.
    f. Include other information relevant to the Lake Michigan allocation.
2. Revised Report
    a. Submit PDF copy to CLIENT for review.
    b. Incorporate changes pursuant to comments received from CLIENT.
    c. Submit 10 (ten) hard copies signed and sealed by an Engineer licensed in State of Illinois, plus one electronic copy. Eight copies of the ten are for CLIENT to forward to IDNR as part of the Lake Michigan allocation application.

3.0 Deliverables and Schedules Included in this Agreement

The revised report is due at IDNR by November 18, 2022. COMPANY to submit the final revised report to CLIENT no later than November 14, 2022.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Additional meetings beyond those included in the scope
- Rate study
- Hydraulic analysis of the water system
- Design of improvements
- IDNR application fees
- Public Meetings

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

The services to be provided by the CLIENT include, but are not necessarily limited to the following:

1. Furnish all reasonably available records and information requested by the IDNR, including backup calculation data for COMPANY's review.
2. Provide completed AWWA Water Audit Software Worksheet for COMPANY's review.
    a. Include all backup data that supports the numbers input into the worksheet.
3. Provide completed Lake Michigan Water Allocation permit application for COMPANY's review.
    a. Include all backup data that supports the numbers input into the application form.
4. Provide staff and engineering support and assistance as required and agreed to in advance of this contract, including meetings to answer clarification questions that the COMPANY may have during data review.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: Recognition OAN
DATE: October 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: Lemont High School District 210 Referendum Information Presentation
DATE: October 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Informational

BOARD ACTION REQUESTED
Informational

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator
SUBJECT:	An Ordinance Authorizing a Real Estate Exchange Agreement Between the Village of Lemont and Marbella of Lemont, LLC
DATE:	October 24, 2022

SUMMARY/BACKGROUND
As part of Marbella of Lemont, the Village and developer, Lotus Design Development (LDD), have agreed to exchange land in order to create a more cohesive development. The Village will provide a portion of land on the I&M Canal Reserve Strip north of the property LDD owns. In exchange, the Village will receive a tract of land of greater size and greater value adjacent to the reserve strip, west of the Marbella building.

ANALYSIS
Marbella of Lemont will utilize the Village's parcel for the completion of their mixed-use development. The Village will use Marbella's exchange parcel for the completion of public improvements, including Marbella Drive, open public space, and off-street parking.

In order to authorize the exchange of the Reserve Strip - which was part of the I&M Canal purchase by the Village in 1970 - the Illinois General Assembly passed Public Act 102-0195, which becomes effective January 1, 2023. The Village will be required to subdivide the exchange parcel of the Reserve Strip later this year.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the Ordinance.

BOARD ACTION REQUESTED
Motion to Approve the Ordinance.

ATTACHMENTS
An Ordinance Authorizing a Real Estate Exchange Agreement Between the Village of Lemont and Marbella of Lemont, LLC
Real Estate Exchange Agreement 1 with exhibits

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE AUTHORIZING THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND MARBELLA OF LEMONT, LLC

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 10-24-2022

ORDINANCE NO. O-_____-22

AN ORDINANCE AUTHORIZING THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND MARBELLA OF LEMONT, LLC

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois ("the Village"), is a municipality in the state of Illinois with full powers to pass ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, the Village has entered into a Redevelopment Agreement with Marbella of Lemont, LLC (the "Developer") as approved by Ordinance No. O-44-22, which requires the transfer of properties between the Village and the Developer; and

WHEREAS, the Village owns the Canal Exchange Parcel and the Developer owns the Marbella Exchange Parcel, both of which are located within the Village of Lemont I&M TIF District; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1) provides that the Village has the authority to convey or dispose of land located within the Village of Lemont I&M TIF District; and

WHEREAS, the President and Board of Trustees deem it advisable and in the best interests of the residents of the Village to exchange the Canal Exchange Parcel for the Marbella Exchange Property according to the terms and conditions as set forth in the Real Estate Exchange Agreement attached hereto ("Exchange Agreement"); and

WHEREAS, the Illinois General Assembly has passed Public Act 102-0195 which becomes effective January 1, 2023, authorizing such exchange of properties.

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

SECTION 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

SECTION 2. The Exchange Agreement between the Village and Marbella of Lemont, LLC (the "Developer"), in substantially the form attached hereto, is hereby approved on behalf of the Village. The President and Village Clerk are hereby authorized to execute the same on behalf of the Village with such changes as deemed necessary by the President.

SECTION 3: A subdivision by the Village of property owned by it, known as the Canal Exchange Parcel in the Exchange Agreement, is hereby approved. The President and Village Clerk are hereby authorized to execute the same on behalf of the Village, and to execute and deliver such documents as may be necessary to carry out the terms of the Exchange Agreement.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinance in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 24th DAY OF OCTOBER, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

REAL ESTATE EXCHANGE AGREEMENT

WHEREAS, the Village of Lemont (the "Village") and Marbella of Lemont, LLC, an Illinois limited liability company (the "Developer") have previously entered into an agreement entitled a "Redevelopment Agreement Between the Village of Lemont and Marbella of Lemont, LLC for a Mixed-Use Redevelopment Project at 225 Canal Street and 170 Lemont Street (Marbella of Lemont) in the Village of Lemont I&M TIF District" dated September 26, 2022 (the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement contemplates the exchange of parcels of property between the Village and the Developer as more fully provided in this Real Estate Exchange Agreement (the "Exchange Agreement"); and

WHEREAS, the Illinois General Assembly has passed Public Act 102-0195 which becomes effective January 1, 2023 (the "Public Act", which is attached hereto as Exhibit A) and authorizes the exchange of property under conditions therein by the Village to a non-governmental entity; and

WHEREAS, the Village and the Developer agree to abide by the conditions in the Public Act in order to exchange properties between them; and

WHEREAS, the Village is the owner of a parcel of property which is identified as Lot 3 (the "Canal Exchange Parcel") on the Marbella of Lemont Subdivision attached hereto as Exhibit B; and

WHEREAS, the Developer is the owner (or beneficial owner) of a parcel of property which is identified as Lot 2 (the "Marbella Exchange Parcel") on the Marbella of Lemont Subdivision attached hereto as Exhibit B; and

WHEREAS, the exchange of the Canal Exchange Parcel and the Marbella Exchange Parcel as provided for in this Exchange Agreement (the "Exchange") is authorized by the Public Act.

NOW, THEREFORE, this Exchange Agreement is entered into by and between the Village and Developer as follows:

1. **EXCHANGE.** The Village and the Developer agree to exchange the Canal Exchange Parcel for the Marbella Exchange Parcel without any other consideration.

2. TITLE/SURVEY.

A. *Canal Exchange Parcel*. By December 1, 2022, the Developer will cause to be prepared (i) a current, effective commitment for an ALTA owner's title insurance policy (the "Canal Title Commitment") issued by a title company chosen by the Developer (the "Title Company") for the Canal Exchange Parcel with agreement to issue an extended coverage endorsement over all general exceptions contained in said policy and with Developer, or Developer's designee, as the proposed insured; and (ii) an ALTA survey of the Canal Exchange Parcel (the "Canal Survey") issued by a registered land surveyor in the State of Illinois conforming to the most recent Minimum Standard Detail Requirements promulgated by ALTA/ACSM and including such Table A items as Developer may require. During the Investigation Period Developer will make such determinations regarding the Canal Title Commitment and Survey with respect to the acquisition of the Canal Exchange Parcel for the suitability of the Redevelopment Project, and will coordinate with the Village any revisions, modifications, or endorsements to the Canal Title Commitment or Canal Title Policy (as defined below) as Developer may require (collectively, "Village Title and Survey Matters"). If any such Village Title and Survey Matters require action from the Village to revise or modify the Canal Title Commitment to correct any unacceptable Village Title and Survey Matters or to provide endorsements to the Canal Title Policy, the Village will execute such instruments or take such actions as Developer, lender, or Title Company may require. The Village agrees that it will comply with the provisions of the Public Act. The Village also agrees to approve and record a subdivision of the Canal Exchange Parcel before December 1, 2022.

B. *Marbella Exchange Parcel*. By December 1, 2022, the Developer will, cause to be prepared (i) a current, effective commitment for an ALTA owner's title insurance policy (the "Marbella Title Commitment") issued by the Title Company for the Marbella Exchange Parcel with agreement to issue an extended coverage endorsement over all general exceptions contained in said policy and with Developer, or Developer's designee, as the proposed insured; and (ii) a ALTA survey of the Marbella Exchange Parcel (the "Marbella Survey") issued by a registered land surveyor in the State of Illinois conforming to the most recent Minimum Standard Detail Requirements promulgated by ALTA/ACSM and including such Table A items as Developer may require. During the Investigation Period Developer will make such determinations regarding the Marbella Title Commitment and Survey with respect to the acquisition of the Marbella Exchange Parcel for the suitability of the Redevelopment Project, and will coordinate with the Village any revisions, modifications, or endorsements to the Marbella Title Commitment or the Marbella Title Policy (as defined below) as Developer may require (collectively, "Developer Title and Survey Matters"). If any such Developer Title and Survey Matters require action from the Developer to revise or modify the Marbella Title Commitment to correct any unacceptable Developer Title and Survey Matters or to provide endorsements to the Marbella Title Policy, the Developer will execute such instruments or take such actions as the Village, lender, or Title Company may require. The

Developer shall provide for a subdivision of the Marbella Exchange Parcel and record the same before December 1, 2022.

3. TITLE POLICIES.

A. *Canal Exchange Parcel*. As a condition to Developer's obligation to accept a conveyance of the Canal Exchange Parcel, Title Company shall deliver to Developer at Closing an ALTA 2006 Owner's Policy of Title Insurance (the "Canal Title Policy") for the Canal Exchange Parcel, with extended coverage, issued by the Title Company as of the Closing Date, insuring the Developer as owner of good, marketable and indefeasible fee simple title to the Canal Exchange Parcel, and subject only to the Permitted Exceptions. The Canal Title Policy shall include the following endorsements: (i) REM endorsement 9; (ii) access; (iii) survey (accuracy of survey); (iv) location (survey legal matches title legal); (v) separate tax lot/tax parcel; (vi) legal lot; (vii) absence of environmental lien; (viii) zoning; and (ix) contiguity.

B. *Marbella Exchange Parcel.* As a condition to Village's obligation to accept a conveyance of the Marbella Exchange Parcel, Title Company shall deliver to the Village at Closing an ALTA 2006 Owner's Policy of Title Insurance (the "Marbella Title Policy") for the Marbella Exchange Parcel, with extended coverage, issued by the Title Company as of the Closing Date, insuring the Developer as owner of good, marketable and indefeasible fee simple title to the Marbella Exchange Parcel, and subject only to the Permitted Exceptions. The Marbella Title Policy shall include the following endorsements: (i) REM endorsement 9; (ii) access; (iii) survey (accuracy of survey); (iv) location (survey legal matches title legal); (v) separate tax lot/tax parcel; (vi) legal lot; (vii) absence of environmental lien; (viii) zoning; and (ix) contiguity. The Developer will convey the Marbella Exchange Parcel to the Village with a restrictive covenant that limits the use of the Marbella Exchange Parcel to open public open space and public subject to the Rule against Perpetuities.

4. CLOSING AND POSSESSION. No exchange between the Developer and Village for the Canal Exchange Parcel and Marbella Exchange Parcel will be scheduled unless and until the Developer and Village (i) have fully executed and recorded this Agreement in the Office of the Cook County Recorder, and (ii) have satisfactorily completed their respective Investigation Periods. Upon satisfactory completion of these requirements, the Parties will cooperate to establish a prompt closing date for the Canal Exchange Parcel and the Marbella Exchange Parcel by sending notice to the other Party not less than 30-days prior to the proposed Closing Date. In no event will the Closing Date be more than 60 days of each Party providing such notice, nor shall the Closing occur prior to January 10, 2023.

The Closing will take place in escrow through a so called "New York style closing." The Developer will pay all closing costs, including, without limitation, costs of recording its deed, any title endorsements, other title insurance charges and the cost of recording any releases of unpermitted exceptions, and its attorneys' fees related to the Closing on the Canal Exchange Parcel. The Village will pay all closing costs, including, without limitation, costs of recordings its deed, any title enforcements, other title insurance costs and the costs of recording any releases of unpermitted exceptions, and its attorneys' fees related to the Closing of the Marbella Exchange Parcel. In the event any tax is imposed by state or county law on the transfer of the title to the Marbella Exchange Parcel or Canal Exchange Parcel (transfer stamps), the Developer will pay transfer taxes imposed by the state and county related to the Canal Exchange Parcel, the Village will pay transfer taxes imposed by the state and county related to the Marbella Exchange Parcel. The Village of Lemont does not have a municipal transfer tax.

5. <u>REAL ESTATE TAXES</u>.

A. *Canal Exchange Parcel*. The Village will take such action as is reasonably necessary to ensure that the tax exemption for the Canal Exchange Parcel remains effective through the Closing Date. In the event the Canal Exchange Parcel, or any portion thereof, is not exempt from real estate taxation, general real estate taxes, assessments, utilities and other similar items, if any, shall be adjusted ratably as of the time of the closing(s). The Village will be responsible for the payment of all taxes and special assessments for the Canal Exchange Parcel up to the Closing Date. If after the Closing Date, any taxes become due and payable for the period of the Village's ownership of the Canal Exchange Parcel prior to the Closing Date, then the Village will reimburse the Developer for any such taxes due and owing prior to the Closing Date. The provisions of this paragraph will survive the Closing.

B. *Marbella Exchange Parcel*. The Developer will be responsible for the payment of all taxes and special assessments for the Marbella Exchange Parcel up to the Closing Date. If after the Closing Date, any taxes become due and payable for the period of the Developer's ownership of the Marbella Exchange Parcel prior to the Closing Date, then the Developer will reimburse the Village for any such taxes due and owing prior to the Closing Date. The provisions of this paragraph will survive the Closing.

6. <u>CLOSING DOCUMENTS</u>. At closing, Village and Developer will each execute and deliver or cause to be executed and delivered such documents, closing statements, affidavits, declarations, lien waivers, certificates, indemnities or deposits as shall be customary, necessary or appropriate to complete the transaction and cause the issuance of the Canal Title Policy and the Marbella Title Policy.

A. *Village's Closing Deposits*. The Village will also execute and deliver the following documents at Closing for the Canal Exchange Parcel:

a. a Warranty Deed;

b. The Title Company's form of ALTA Loan and Extended Coverage Statement and Gap Undertaking, each executed by the Village;

c. An affidavit of title;

d. The Village's counterpart of the closing and proration statement;

e. A counterpart of completed real estate transfer declarations or exemptions signed on behalf of the Village in the form required by the laws of the State of Illinois, County of Cook, and the Village;

f. All ordinances approvals, plats, development agreements and similar documentation fully executed by the Village and in a form and substance sufficient for recording against the Property.

g. A recorded plat of subdivision providing for a new legal description for the Canal Exchange Parcel.

B. *Developer's Closing Deposits*. The Developer will also execute and deliver the following documents at Closing for the Marbella Exchange Parcel:

a. a Warranty Deed or Trustee's Deed if the Marbella Exchange Parcel is owned by a land trust;

b. The Title Company's form of ALTA Loan and Extended Coverage Statement and Gap Undertaking, each executed by the Developer;

c. Affidavit of title;

d. The Developer's counterpart of closing and proration statement;

e. Counterparts of the State, County and Village real estate transfer declarations or exemptions described in this Agreement;

f. ALTA Loan and Extended Coverage Statement executed by the Developer;

g. A recorded plat of subdivision providing for a new legal description for the Marbella Exchange Parcel.

C. *Drafts of Closing Deposits*. Drafts of each of the documents listed in Subsections 6.A. and 6.B. shall be delivered to the other Party at least seven days prior to Closing for the other Party's approval, which approval shall not be unreasonably withheld.

7. CONDITION OF PROPERTY. The Village agrees to deliver possession of the Canal Exchange Parcel in the same condition as it is at the date of this Exchange Agreement, ordinary wear and tear excepted. The Developer agrees to deliver possession of the Marbella Exchange Parcel in the same condition as it is at the date of this Exchange Agreement, ordinary wear and tear excepted.

8. POSSESSION. Possession to both the Canal Exchange Parcel and the Marbella Exchange Parcel shall be delivered on the Closing Date.

9. DELAY. Time is of the essence of this Exchange Agreement.

10. NOTICE. Any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) e-mail; (c) overnight courier; or (d) certified mail:

IF TO VILLAGE:

Village of Lemont
Attention: Economic & Community Development Director
418 Main Street
Lemont, IL 60439
JBerry@lemont.il.us

and to:

Vincent Cainkar
Louis F. Cainkar, Ltd.
6215 West 79th Street, Suite 2A
Burbank, IL 60459
vcainkar@aol.com

IF TO DEVELOPER:

Robert Abbinante
Marbella of Lemont, LLC
220 E. Illinois Street, Unit 101
Lemont, IL 60439
rob@lotusdd.com

and to: David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603
dsilverman@ancelglink.com

11. WARRANTIES.

A. The Village hereby specifically disclaims any warranty (oral or written) concerning (i) the nature and condition of the Canal Exchange Parcel and the suitability thereof for any and all activities and uses that the Developer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair thereof; (iii) the compliance of the Canal Exchange Parcel with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by the Village. Except for the Village's representations and warranties contained in this Exchange Agreement, the Developer is relying solely upon its own, independent inspection, investigation and analysis of the Canal Exchange Parcel as it deems necessary or appropriate in so acquiring the Canal Exchange Parcel from the Village, including without limitation, an analysis of any and all matters concerning the condition of the Canal Exchange Parcel and its suitability for the Developer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Canal Exchange Parcel. EXCEPT FOR THE VILLAGE'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS EXCHANGE AGREEMENT, THE TRANSFER OF THE CANAL EXCHANGE PARCEL AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS" "WHERE IS" BASIS AS OF THE CLOSING DATE, AND THE VILLAGE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CANAL EXCHANGE PARCEL, OR ANY SOIL CONDITIONS RELATED THERETO.

B. The Developer hereby specifically disclaims any warranty (oral or written) concerning (i) the nature and condition of the Marbella Exchange Parcel and the suitability thereof for any and all activities and uses that the Village elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair thereof; (iii) the compliance of the Marbella Exchange Parcel with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by the Developer. Except for the Developer's representations and warranties contained in this Exchange Agreement, the Village is relying solely upon its own, independent inspection, investigation and analysis of the Marbella Exchange Parcel as it deems necessary or appropriate in so acquiring the

Marbella Exchange Parcel from the Developer, including without limitation, an analysis of any and all matters concerning the condition of the Marbella Exchange Parcel and its suitability for the Village's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Marbella Exchange Parcel. EXCEPT FOR THE DEVELOPER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS EXCHANGE AGREEMENT, THE TRANSFER OF THE MARBELLA EXCHANGE PARCEL AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS" "WHERE IS" BASIS AS OF THE CLOSING DATE, AND THE DEVELOPER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARBELLA EXCHANGE PARCEL, OR ANY SOIL CONDITIONS RELATED THERETO.

12. ENTIRE AGREEMENT. This Exchange Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior understandings and agreements, except as provided for in the Redevelopment Agreement. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, made by either Party to the other, shall be of any force or effect unless expressly stated herein or contained in the Redevelopment Agreement. All amendments and supplements hereto, if any, shall be in writing executed by both Parties.

13. STRICT COMPLIANCE. Any failure by either Party to insist upon strict performance by the other Party of any of the provisions of this Exchange Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and each Party, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the other of any and all of the provisions of this Exchange Agreement.

14. GOVERNING LAW. The provisions of this Exchange Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

15. APPROVALS. This Exchange Agreement is subject to the approval of the Village by the passage of an ordinance.

16. REAL ESTATE BROKERS. No real estate brokers have been employed with respect to the Exchange.

IN WITNESS HEREOF, the Parties hereto have executed and delivered this Exchange Agreement on this _____ day of _____, 2022.

VILLAGE OF LEMONT,
an Illinois municipal corporation

By:_____
John Egofske, Village President

By:_____
Charlene M. Smollen, Village Clerk

MARBELLA OF LEMONT, LLC,
an Illinois limited liability company

By:_____
Robert Abbinante, Manager

EXHIBIT A

Public Act 102-0915

HB2825 Enrolled LRB102 12121 LNS 17458 b

AN ACT concerning civil law.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Illinois and Michigan Canal Development Act is amended by adding Section 14.1 as follows:

(615 ILCS 45/14.1 new)

Sec. 14.1. Exchange of property.

(a) Notwithstanding any other provision of law or restriction on the property, including, but not limited to, any State rights, easements, or conveyance and reversion clauses restricting sale, the Village of Lemont may exchange with a nongovernmental entity the Illinois and Michigan Canal lands that were purchased from the State for other real property of substantially equal or greater value, as determined by 2 MAI appraisals of the properties, and of substantially the same or greater suitability for recreational, park, and parking purposes without additional cost to the Village. However, the property being transferred to the Village must be continuous to other Illinois and Michigan Canal lands owned by the Village.

(b) Prior to an exchange under subsection (a) with a nongovernmental entity, the Village board shall hold a public hearing in order to consider the proposed exchange. Notice of

such a meeting shall be published at least twice, with the first and last publication being at least 10 days apart, in a newspaper of general circulation within the Village.

(c) This Section applies only to the exchange of Parcel One owned by the Village for Parcel Two owned by a nongovernmental entity as follows:

PARCEL ONE:

THAT PART OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHERLY 90 FOOT RESERVE STRIP OF THE ILLINOIS AND MICHIGAN CANAL AND THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN THE PLAT OF THE VILLAGE OF LEMONT, RECORDED AUGUST 8, 1874 AS DOCUMENT 184242; THENCE ALONG A LINE 141 FEET SOUTHWESTERLY ALONG THE SOUTH LINE OF THE SOUTHERLY 90 FOOT RESERVE STRIP OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ALONG A LINE 79 FEET NORTHWESTERLY (AS MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EASTERLY LINE OF BLOCK 1 IN SAID VILLAGE OF LEMONT SUBDIVISION, EXTENDED NORTHWESTERLY; THENCE ALONG A LINE 139 FEET PARALLEL WITH CANAL STREET; THENCE ALONG A LINE 63 FEET SOUTHEASTERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, AND THAT PART OF LOT 20 LYING EAST OF THE LEMONT ROAD BRIDGE, ALL IN BLOCK 1 IN THE PLAT OF THE VILLAGE OF LEMONT, RECORDED AUGUST 8, 1874 AS DOCUMENT 184242; ALL IN COOK COUNTY, ILLINOIS.

PIN: 22-20-304-015; 22-20-304-18.

Approved by Governor on May 27, 2022.

Effective January 1, 2023.

MARBELLA OF LEMONT SUBDIVISION

OF

PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

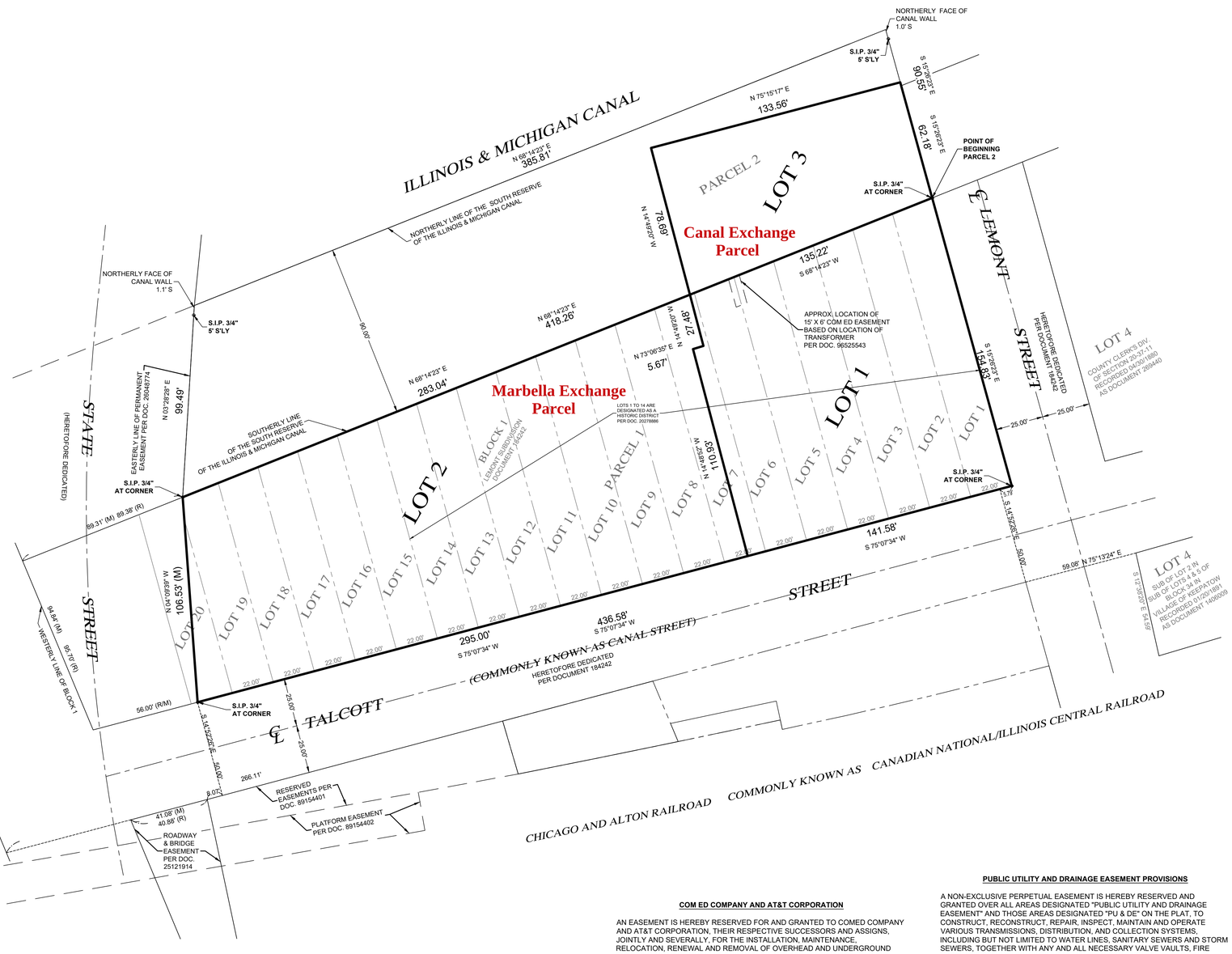
AFFECTS P.I.N.:
22-20-304-015
22-20-304-016
22-20-304-017
22-20-304-018
22-20-300-024

UPON RECORDING,
MAIL TO VILLAGE OF LEMONT
6680 NEW AVENUE
LEMONT, IL 60439

SEND TAX BILL TO

30' 15' 0 30'

BASIS OF BEARING:
NORTHERLY LINE OF TALCOTT STREET, COMMONLY KNOWN AS CANAL STREET, AS FOUND MONUMENTED AND OCCUPIED PER RECORD SUBDIVISION PLAT.
S 75°07'34" W



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT

_____ IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

TO THE BEST KNOWEDGE OF THE OWNER, THE PROPERTY IS LOCATED WITHIN
ELEMENTARY SCHOOL DISTRICT: COMBINED SCHOOL DISTRICT C.C. NO. 113A
HIGH SCHOOL DISTRICT: LEMONT TOWNSHIP HIGH SCHOOL 210
COMMUNITY COLLEGE DISTRICT: JOLIET COMMUNITY COLLEGE DISTRICT 525

DATED AT _____ DAY OF _____, 20____.

BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC DO HEREBY CERTIFY THAT DOVILE ZALANSKAS, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE FOREGOING PLAT OF SUBDIVISION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE, BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED SAID PLAT OF SUBDIVISION AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___

_____
NOTARY PUBLIC

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DU PAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS _____ DAY OF _____, 20____.

BY:_____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT,

DATED AT LEMONT,_____ COUNTY, ILLINOIS, THIS _____DAY

OF_____, A.D., 20____.

_____
VILLAGE TREASURER

PRESIDENT BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

THIS_____DAY OF_____, A.D., 20____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKEHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

BY:_____
OWNERS(S) TRUSTEE / OR DULY AUTHORIZED ATTORNEY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, THOMAS J. CESAL, HEREBY CERTIFY THAT I AM AN ILLINOIS REGISTERED LAND SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL 1:
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20 (EXCEPT THAT PART THEREOF TAKEN FOR ROAD PURPOSES), IN BLOCK 1 IN LEMONT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTH 90 FOOT RESERVE OF THE ILLINOIS & MICHIGAN CANAL IN THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN LEMONT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE S 68°14'23" W ALONG THE NORTHERLY LINE OF LOTS 1 THROUGH 7 IN SAID BLOCK 1 135.22 FEET; THENCE N 14°49'20" W 78.69 FEET; THENCE N 75°15'17" E 133.56 TO THE WEST LINE OF LEMONT STREET; THENCE S 15°26'23" E 62.18 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND THE HEREON DRAWN PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME, AND THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND MATERIALS ARE ACCURATELY SHOWN. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE VILLAGE OF LEMONT, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAPS, PANEL NUMBERS 17031C0567J & 17031C0586J, DATED AUGUST 19, 2008.

FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT, FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

IRON RODS WILL BE SET AT PROPERTY CORNERS UPON COMPLETION OF MASS GRADING.

DATED, THIS _____ DAY OF _____, A.D., 2022, AT LISLE, ILLINOIS.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2022.
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245

CLIENT:

THOMAS J. CESAL 2205 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LISLE, ILLINOIS

NICOR CORPORATION / NICOR GAS COMPANY

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT REQUIRED TO PROVIDE THE HERON DRAWN PROPERTY WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COMCAST COMMUNICATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT AS REQUIRED TO PROVIDE THE PROPERTY WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COM ED COMPANY AND AT&T CORPORATION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT REQUIRED TO PROVIDE THE HEREON DESCRIBED PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS. THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "PU & DE" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSIONS, DISTRIBUTION, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, OVER, UPON, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH LINES AND SEWERS. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, LANDSCAPE AREAS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES.

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com
BETTER INFRASTRUCTURE BETTER ENVIRONMENTS BETTER LIFE!

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Annexing to The Village of Lemont Approximately 3.1958 Acres Located at 13855 Main Street in Lemont, IL
DATE:	October 24, 2022

SUMMARY/BACKGROUND

Vic Dodevski of Main Street Lemont, LLC is requesting annexation and rezoning to M-3 Heavy Manufacturing District for the 2.565-acre parcel adjacent to his existing business at 13769 Main Street. The property will be improved with paving, stormwater detention and landscaping meeting all the Village's codes and ordinances.

ANALYSIS

Comprehensive Plan

The annexation is in agreement with the Comprehensive Plan achieving the goal to annex land that is adjacent to the Village when appropriate.

Planning & Zoning Commission (PZC)

The PZC reviewed the proposed annexation and rezoning for 13855 Main Street at the regularly scheduled meeting on May 4, 2022 and held a public hearing on the matter. The PZC voted 4-1 to recommend approval with conditions that have been addressed.

Commitee of the Whole

The COW reviewed the proposed annexation and rezoning at the regularly scheduled meeting held on May 16, 2022.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Annexing to the Village of Lemont Approximately 3.1958 Acres Located at 13855 Main Street in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 3.1958 ACRES LOCATED AT 13855 MAIN STREET IN LEMONT, IL

(Main Street Lemont, LLC)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24th DAY OF OCTOBER, 2022

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 on this 24th day of October, 2022.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 3.1958 ACRES LOCATED AT 13855 MAIN STREET IN LEMONT, IL

(Main Street Lemont, LLC)

WHEREAS, the Clerk of the Village of Lemont has received a Petition for Annexation of certain territory into the Village pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes attached here to as Exhibit A; and

WHEREAS, the Territory (PIN: 22-22-201-004-0000) is described on the Plat of Annexation, dated 12/13/2021 with a revision date of 10/20/2022, attached hereto as Exhibit B; and

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

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice; and

WHEREAS, the legal owners of record of said territories have submitted all required petitions and documents authorizing the annexation of the territory; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont.

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

SECTION ONE: That the following described Territory, being indicated on an accurate map of the annexed territory, (attached hereto as Exhibit "B") is hereby annexed to the Village of Lemont, Counties of Cook, DuPage, and Will, Illinois.

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 24th DAY OF OCTOBER, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Petition for Annexation

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

IRREVOCABLE PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF LEMONT

TO: THE VILLAGE CLERK, VILLAGE OF LEMONT, ILLINOIS

We, the undersigned Petitioners, owners of record of all of the land herein requesting to be annexed, respectfully represent, under oath, that all conditions required for annexation to the Village of Lemont pursuant to and in accordance with Illinois Municipal Code Chapter 65 Illinois Compiled Statutes Section 5/7-1-8 do hereby state under oath to wit:

1. That the territory requested to be annexed is described as follows:

(See legal description attached hereto on Exhibit A and made a part hereof)

2. That the described territory is not within the corporate limits of any municipality but is contiguous to the Village of Lemont, a municipality organized and existing under the laws of the State of Illinois.

3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition or will be provided prior to adoption of the Ordinance annexing said territory.

4. That this Petition is signed by all of the owners of record of all land in the described territory and at least 51% of the electors residing in the described territory.

5. That this Petition is irrevocable once signed and submitted to the Village of Lemont by the owner(s) of record.

WHEREFORE, your Petitioners respectfully request the Corporate Authorities of the Village of Lemont to annex the above described territory to the Village of Lemont.

NAME (Printed & Signed)	ADDRESS	OWNER (Check all that apply)	ELECTOR (Check all that apply)
Vic Dobrevski			
Vic Dobrevski	16W020 79th Street Burr Ridge, IL 60527	V	

STATE OF ILLINOIS)
)
COUNTY OF DuPage)

I, the undersigned, a Notary Public DO HEREBY CERTIFY that Vic Dodevski, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered said Petition for Annexation as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7TH day of March, 2022.

ANGELINA GAVATSKI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 04, 2024

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DU)

I, the undersigned, a Notary Public DO HEREBY CERTIFY that _____, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered said Petition for Annexation as his/her own free and voluntary act, for the uses and purposes therein set forth.

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

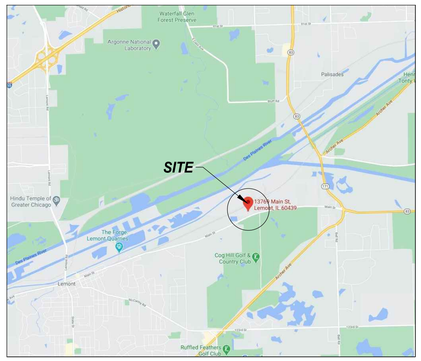
Notary Public

Exhibit B

Plat of Annexation

ANNEXATION PLAT
OF
13855 Main Street, Lemont

PART OF SECTION 15 AND PART OF SECTION 22, BOTH IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

(PART OF PARCEL 10 NORTH OF MAIN STREET)

THAT PART OF LOT 1 IN COUNTY CLERKS DIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE KNOWN AS THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION, LYING NORTH OF THE CENTERLINE OF MAIN STREET, EXCEPT THE FOLLOWING: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 22, WITH THE NORTHWESTERLY SIDE OF SAG AND LEMONT ROAD AS NOW FENCED, SAID POINT BEING 618.80 FEET WEST OF THE NORTHEAST CORNER OF SECTION 22; THENCE WEST ALONG SAID NORTH LINE OF SECTION 22, A DISTANCE OF 37 FEET TO A POINT WHICH IS 20 FEET NORTHWEST FROM CENTERLINE OF THE WESTERLY TRACK OF THE CHICAGO AND DES PLAINES VALLEY ELECTRIC RAILWAY (AS NOW THERE LOCATED) MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHWESTERLY IN A STRAIGHT LINE, PARALLEL WITH SAID WESTERLY TRACK AND 20 FEET NORTHWESTERLY AT RIGHT ANGLES THERETO A DISTANCE OF 741.48 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22; THENCE SOUTH ON SAID QUARTER-QUARTER LINE 22.50 FEET TO A POINT ON INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY SIDE OF SAG AND LEMONT ROAD (AS NOW FENCED) SAID POINT BEING 315.30 FEET SOUTH OF POINT 1332.65 FEET WEST OF NORTHEAST CORNER OF SECTION 22; THENCE NORTHEASTERLY ALONG SAID ROAD LINE 784.79 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(PARCEL 14)

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, MEASURED WESTERLY 618.8 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO A POINT FOR THE PLACE OF BEGINNING; THENCE CONTINUING THE LAST DESCRIBED COURSE MEASURED WESTERLY 37 FEET; THENCE DEFLECTING 23 DEGREES 52 MINUTES TO THE LEFT, MEASURED SOUTHWESTERLY 738.7 FEET, TO THE WEST LINE OF SAID QUARTER SECTION; THENCE DEFLECTING 66 DEGREES 08 MINUTES TO THE LEFT, MEASURED SOUTHERLY 22.5 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION, TO THE NORTHWESTERLY LINE OF ARCHER ROAD; THENCE DEFLECTING 113 DEGREES 52 MINUTES TO THE LEFT MEASURE NORTHEASTERLY 784.00 FEET ALONG SAID NORTHWESTERLY LINE OF ARCHER ROAD, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 41° 41' 11.13126" N
LONGITUDE 87° 57' 22.14107" W
ELLIPSOIDAL HEIGHT: 502.551 SFT
GROUND SCALE FACTOR 1.0000368511
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

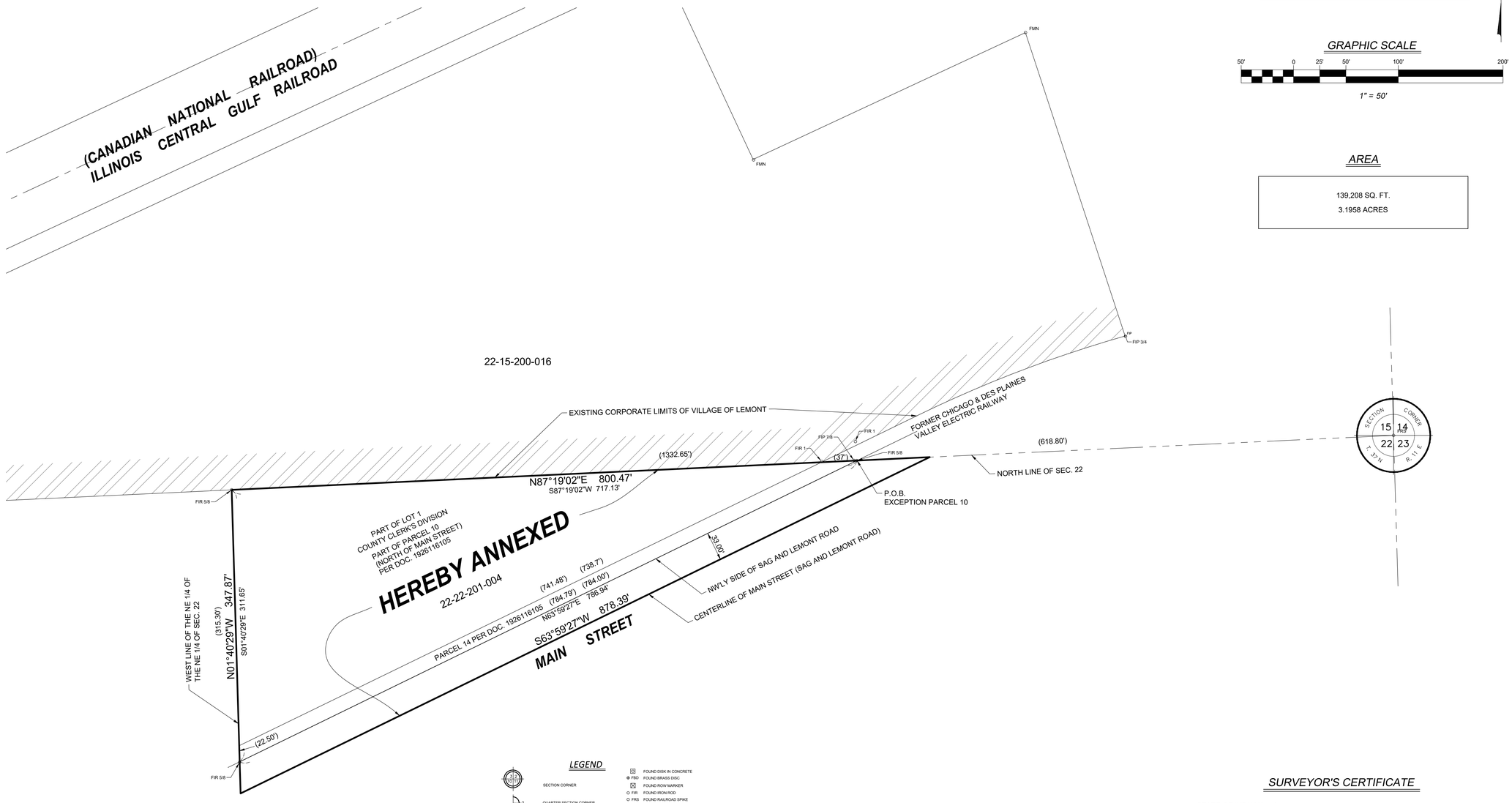
GRAPHIC SCALE

50' 0 25' 50' 100' 200'

1" = 50'

AREA

139,208 SQ. FT.
3.1958 ACRES



LEGEND

SECTION CORNER	FOUND DISK IN CONCRETE
QUARTER SECTION CORNER	FBD FOUND BRASS DISC
PROPERTY LINE	FOUND ROW MARKER
EXISTING RIGHT-OF-WAY LINE	FIR FOUND IRON ROD
PROPOSED RIGHT-OF-WAY LINE	FRS FOUND RAILROAD SPIKE
EXISTING LOT LINE	FPK FOUND PK NAIL
PROPOSED LOT LINE	FMG FOUND MAG NAIL
EX. & PRO. CENTERLINE	FCC FOUND CUT CROSS
EXISTING EASEMENT LINE	FIP FOUND IRON PIPE
PROPOSED EASEMENT LINE	FIB FOUND IRON BAR
EX. & PRO. BUILDING SETBACK LINE	TP SET TRAVERSE POINT
SECTION LINE	SPK SET PK NAIL
	SMG SET MAG NAIL
	SIP SET IRON PIPE
	SBM SET CONCRETE MONUMENT WITH BRASS DISC
	SCM SET CONCRETE MONUMENT WITH IRON PIPE

EXISTING CORPORATE LIMITS OF LEMONT

ABBREVIATIONS

N NORTH	PC POINT OF CURVATURE
S SOUTH	PCC POINT OF COMPOUND CURVATURE
E EAST	PRC POINT OF REVERSE CURVATURE
W WEST	PT POINT OF TANGENCY
CB CHORD BEARING	(REC) RECORD DATUM
A ARC LENGTH	MEAS. MEASURED DATUM
R RADIUS	[CALC] CALCULATED DATUM
U.E. UTILITY EASEMENT	<DEED> INFORMATION TAKEN FROM DEED
P.U.E. PUBLIC UTILITY EASEMENT	ETBE EXCEPTION TO BLANKET EASEMENT
D.E. DRAINAGE EASEMENT	M.U.E. MUNICIPAL UTILITY EASEMENT
EX. EXISTING	I.E. INGRESS & EGRESS EASEMENT
PRO. PROPOSED	

GENERAL NOTES

1. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.
2. DO NOT SCALE DIMENSIONS FROM THIS PLAT.
3. THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
4. BOUNDARY INFORMATION SHOWN HEREON PER PLAT OF SURVEY, PREPARED BY MCBRIDGE ENGINEERING, INC. DATED AUG. 16, 2019 AND RECORDED SEP. 18, 2019 AS DOC. 1926116105.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK, DUPAGE AND WILL)

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

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

_____
PRESIDENT

ATTEST:_____
CLERK

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14TH DAY OF DECEMBER, 2021.

ANTHONY J. STRICKLAND
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2021.

ANTHONY J. STRICKLAND 035-003437 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
Main Street Lemont LLC
13855 Main Street
Lemont, IL 60439
708.526.2135

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	10/20/22	REVISED PER VILLAGE REQUEST			

ANNEXATION PLAT
13855 Main Street, Lemont

Project No: 20555
Group No: VP02.A

DRAFTING COMPLETED: 12-13-21 | DRAWN BY: SPK | PROJECT MANAGER: AJS
FIELD WORK COMPLETED: N/A | CHECKED BY: AJS | SCALE: 1" = 50'

SHEET NO. 1 of 1

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to M-3 Heavy Manufacturing District for 2.565 Acres Located at 13855 Main Street In Lemont, IL
DATE:	October 24, 2022

SUMMARY/BACKGROUND

Vic Dodevski of Main Street Lemont, LLC is requesting annexation and rezoning to M-3 Heavy Manufacturing District for the 2.565-acre parcel located at 13855 Main Street, adjacent to his existing business at 13769 Main Street. The property will be improved with paving, stormwater detention and landscaping meeting all the Village's codes and ordinances.

ANALYSIS

Comprehensive Plan

The rezoning to M-3 is in conflict with the future land use of Contemporary Neighborhood at this location. Although there is a conflict, due to the intensity of the trucking business adjacent to the east and no access, a residential use on the 2.56 acre is not likely. The Comprehensive Plan does encourage annexing adjacent land to the Village limits.

Planning & Zoning Commission (PZC)

The PZC reviewed the proposed annexation and rezoning for 13855 Main Street at the regularly scheduled meeting on May 4, 2022 and held a public hearing on the matter. The PZC voted 4-1 to recommend approval with conditions that have been addressed.

Commitee of the Whole

The COW reviewed the proposed annexation and rezoning at the regularly scheduled meeting held on May 16, 2022.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED

Motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Amending the Zoning Map of the Village of Lemont From R-1 Single-Family Residential District to M-3 Heavy Manufacturing District for 2.565 Acres Located at 13855 Main Street in Lemont, IL

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 M-3 HEAVY MANUFACTURING DISTRICT FOR 2.565 ACRES LOCATED AT 13855 MAIN STREET IN LEMONT, IL

(Main Street Lemont, LLC)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24th DAY OF OCTOBER, 2022

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 24th day of October, 2022.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO M-3 HEAVY MANUFACTURING DISTRICT FOR 2.565 ACRES LOCATED AT 13855 MAIN STREET IN LEMONT, IL

(Main Street Lemont, LLC)

WHEREAS, Vic Dodevski of Main Street Lemont, LLC (hereinafter referred to as "the Petitioner") is the owner of record of the 2.565-acre property at 13855 Main Street (PIN# 22-22-201-004-0000) (hereinafter referred to as the "Subject Property"), legally described in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from R-1, Single-Family Detached Residential District (the default zoning after annexation) to M-3, Heavy Manufacturing District for the Subject Property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on May 4, 2022 for the rezoning request and voted 4-1 to recommend approval of the requested rezoning with conditions remediated or incorporated into this ordinance; and

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

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the zoning map amendment is in the best interest of public health, safety, and welfare of the residents of the Village of Lemont, and hereby adopts the finding of facts as set forth in Exhibit C.

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

SECTION ONE: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section One of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: Zoning Map Amendment Approved. That the Subject Property described in Exhibit A is hereby rezoned from its current R-1 Single-Family Detached Residential zoning district to M-3 Heavy Manufacturing District. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION THREE: The rezoning shall have the following conditions:

1. **General Conditions.** Unless otherwise approved by the Village Board, the Subject Property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.
2. **Specific Conditions.** The landscape plan provided in Exhibit B is conditioned in this ordinance.

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 24th day of October, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

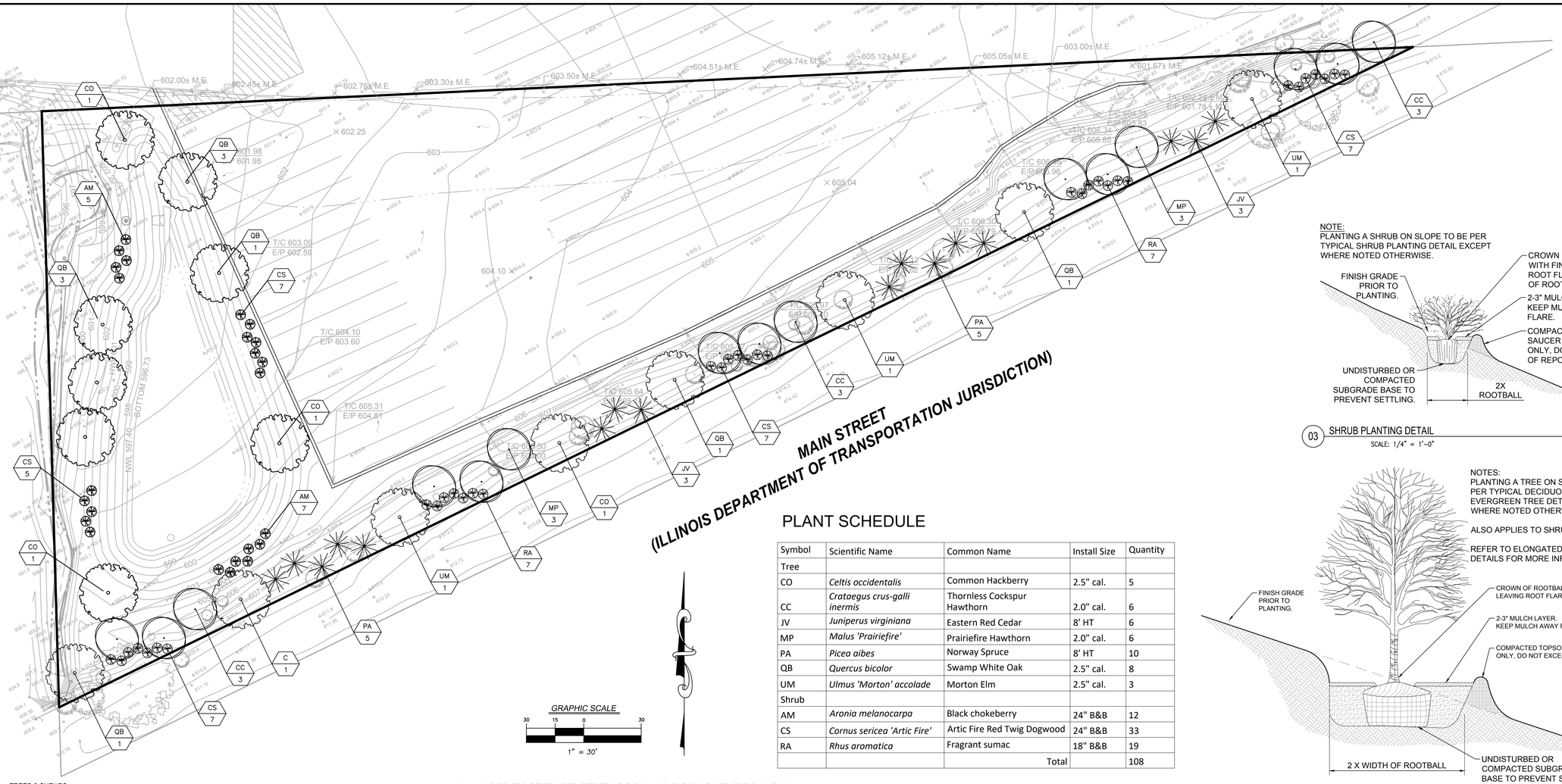
Legal Description of Subject Property

13855 Main Street, Lemont IL

THAT PART OF LOT 1 IN COUNTY CLERKS DIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE KNOWN AS THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 22, WITH THE NORTHWESTERLY SIDE OF SAG AND LEMONT ROAD AS NOW FENCED, SAID POINT BEING 618.80 FEET WEST OF THE NORTHEAST CORNER OF SECTION 22; THENCE SOUTH 87 DEGREES 19 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE OF SECTION 22, A DISTANCE OF 717.13 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22; THENCE SOUTH 01 DEGREES 40 MINUTES 29 SECONDS EAST ALONG SAID QUARTER-QUARTER LINE, 311.65 FEET TO THE NORTHWESTERLY SIDE OF SAG AND LEMONT ROAD (AS NOW FENCED); THENCE NORTH 63 DEGREES 59 MINUTES 27 SECONDS EAST ALONG SAID ROAD LINE 786.94 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Landscape Plan



PLANT SCHEDULE

Symbol	Scientific Name	Common Name	Install Size	Quantity
Tree				
CO	*Celtis occidentalis*	Common Hackberry	2.5" cal.	5
CC	*Crataegus crus-galli inermis*	Thornless Cockspur Hawthorn	2.0" cal.	6
JV	*Juniperus virginiana*	Eastern Red Cedar	8' HT	6
MP	*Malus 'Prairiefire'*	Prairiefire Hawthorn	2.0" cal.	6
PA	*Picea aibes*	Norway Spruce	8' HT	10
QB	*Quercus bicolor*	Swamp White Oak	2.5" cal.	8
UM	*Ulmus 'Morton' accolade*	Morton Elm	2.5" cal.	3
Shrub				
AM	*Aronia melanocarpa*	Black chokeberry	24" B&B	12
CS	*Cornus sericea 'Artic Fire'*	Artic Fire Red Twig Dogwood	24" B&B	33
RA	*Rhus aromatica*	Fragrant sumac	18" B&B	19
		Total		108

NOTE:
PLANTING A SHRUB ON SLOPE TO BE PER TYPICAL SHRUB PLANTING DETAIL EXCEPT WHERE NOTED OTHERWISE.

03 SHRUB PLANTING DETAIL
SCALE: 1/4" = 1'-0"

NOTES:
PLANTING A TREE ON SLOPE TO BE PER TYPICAL DECIDUOUS TREE OR EVERGREEN TREE DETAIL EXCEPT WHERE NOTED OTHERWISE.

ALSO APPLIES TO SHRUB PLANTING

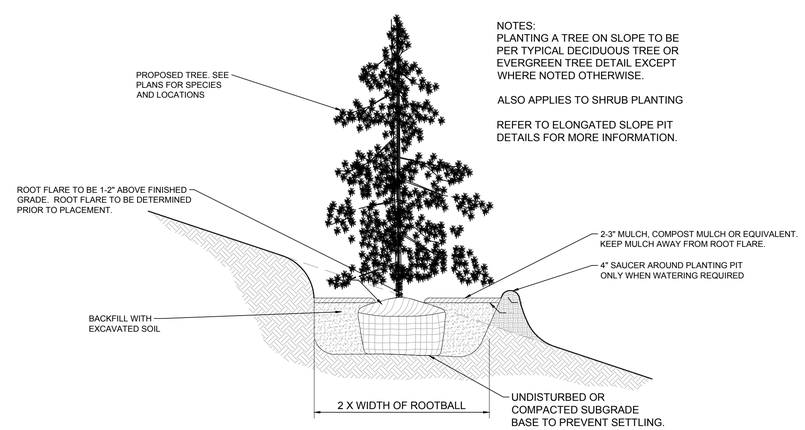
REFER TO ELONGATED SLOPE PIT DETAILS FOR MORE INFORMATION.

02 SHADE TREE PLANTING DETAIL
SCALE: 1/4" = 1'-0"

NOTES:
PLANTING A TREE ON SLOPE TO BE PER TYPICAL DECIDUOUS TREE OR EVERGREEN TREE DETAIL EXCEPT WHERE NOTED OTHERWISE.

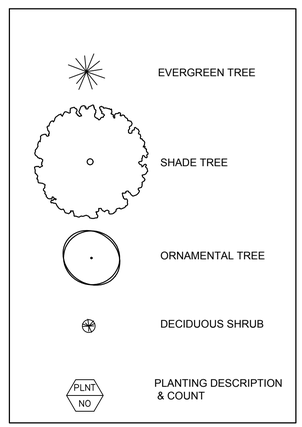
ALSO APPLIES TO SHRUB PLANTING

REFER TO ELONGATED SLOPE PIT DETAILS FOR MORE INFORMATION.



01 EVERGREEN TREE PLANTING DETAIL
SCALE: 1/4" = 1'-0"

LANDSCAPE LEGEND



LANDSCAPE NOTES

1. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN SHALL DICTATE.
2. ALL EVERGREEN TREES TO HAVE 8' MINIMUM MULCH RING, UNLESS OTHERWISE SHOWN.
3. ALL MULCH RINGS TO BE COVERED WITH 2-3" LAYER OF SHREDDED HARDWOOD BARK MULCH. ALL MULCH SHALL BE UNIFORM IN TEXTURE AND COLOR AND SHALL BE OBTAINED FROM SAWMILL OR LUMBERING OPERATION. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED.
4. AN APPROVED PRE-EMERGENT HERBICIDE SHALL BE APPLIED IN ALL PLANTING BEDS AT A RATE SPECIFIED BY MANUFACTURER FOR EACH PLANT VARIETY.
5. NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING. ALL PLANTS SHALL BE INSPECTED AND TAGGED WITH PROJECT I.D. AT NURSERY OR CONTRACTORS OPERATIONS PRIOR TO MOVING TO JOB SITE. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOB SITE BY THE LANDSCAPE ARCHITECT.
6. ALL PLANTS SHALL MEET OR EXCEED THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, AS SET FORTH BY AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
7. PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE PLACED WHERE THEY WILL NOT CONFLICT WITH CONSTRUCTION OPERATIONS AND AS DIRECTED BY THE LANDSCAPE ARCHITECT.
8. ALL LANDSCAPE PLANTINGS SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR FOR A PERIOD OF ONE YEAR FOLLOWING FINAL INSPECTION BY LANDSCAPE ARCHITECT. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY BY THE LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR.
9. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS/HER PORTION OF WORK.
10. LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO FID DATE OF ANY PLANTS HE/SHE FEELS MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
11. BACKFILL FOR TREE AND SHRUB PLANTING SHALL BE EXISTING EXCAVATED SOIL FROM THE TREE PIT. (OPTIONAL: A 5-10-5 ANALYSIS SLOW RELEASE FERTILIZER SHALL BE INCORPORATED INTO BACKFILL AT APPROVED RATES.)
12. TREE STAKING IS NOT REQUIRED AS PART OF INITIAL PLANTING. HOWEVER, STAKING WILL BE REQUIRED TO MAINTAIN ANY TREES WHICH BECOME OUT OF PLUMB.
13. ALL BED EDGES SHALL BE NATURAL SPADE EDGE, 4" IN DEPTH WITH UNIFORM LINES AND CURVES.
14. LANDSCAPE CONTRACTOR IS TO COORDINATE ALL WORK WITH OTHER TRADES TO MINIMIZE RISK OF DAMAGE TO SITE UTILITIES.
15. PRIOR TO THE INSTALLATION OF LANDSCAPING, LANDSCAPE CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CONSTRUCTION MANAGER, AND ANY OTHER AFFECTED PARTY TO DISCUSS PROPER SEPARATIONS FROM UTILITIES.

MAINTENANCE NOTES

TREES & SHRUBS

PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE PRACTICES TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS.

PROTECT PLANTS FROM DAMAGE DUE TO LANDSINITIAL MAINTENANCE SERVICE: PROVIDE MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLER. MAINTAIN AS REQUIRED IN BELOW. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTS ARE INSTALLED AND CONTINUE UNTIL PLANTINGS ARE ACCEPTABLY HEALTHY AND WELL ESTABLISHED BUT FOR NOT LESS THAN MAINTENANCE PERIOD BELOW.

MAINTENANCE PERIOD FOR TREES AND SHRUBS: ONE YEAR

MAINTAIN PLANTINGS BY PRUNING, WATERING, WEEDING, MULCHING, RESETTING TO PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.

PRUNE TREES, SHRUBS, AND VINES ACCORDING TO STANDARD PROFESSIONAL HORTICULTURAL AND ARBORICULTURAL PRACTICES. DO NOT CUT TREE LEADERS; REMOVE ONLY INJURED, DYING, OR DEAD BRANCHES FROM TREES AND SHRUBS; AND PRUNE TO RETAIN NATURAL CHARACTER.

IRRIGATE THE PLANTS AS NECESSARY TO MAINTAIN ROOTBALL MOISTURE THROUGHOUT THE FIRST GROWING SEASON. SURROUNDING SOIL MOISTURE IS NOT A SUITABLE SUBSTITUTE FOR ROOTBALL MOISTURE EVALUATION. USE OF RIVER WATER, WHERE AVAILABLE AND ALLOWED BY FEDERAL, STATE AND LOCAL AUTHORITIES, IS ACCEPTABLE FOR IRRIGATION PURPOSES.

FILL IN AS NECESSARY SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE OR WHERE MOVED BY STORMWATER FLOWS FROM LARGE RAINFALL EVENTS.

APPLY TREATMENTS AS REQUIRED TO KEEP CAPE OPERATIONS AND OPERATIONS OF OTHER CONTRACTORS AND TRADES. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.

AFTER THE FIRST GROWING SEASON, EVALUATE THE HEALTH AND STRUCTURE OF THE PLANT AND PROVIDE STRUCTURAL PRUNING ONLY AS NECESSARY.

REVISIONS

NO.	DATE	DESCRIPTION
1	-	DESCRIPTION
2	03-16-22	VILLAGE SUBMITTAL
3	06-06-22	REVISED PER VILLAGE COMMENTS
4	09-28-22	MAINTENANCE NOTES & DETAILS ADDED

ORIGINAL ISSUE DATE: DECEMBER 21, 2021

PROJECT NO: 20555
PROJECT MANAGER: SK
DESIGNED BY: EK
DRAWN BY: EP

LANDSCAPE PLAN

13769 MAIN STREET - PARKING EXPANSION
LEMONT ILLINOIS

S04

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
L1.0

N:\2020\20555\Drawings\ACAD\LD\S04\Sheet Drawings\L1.0 LndScPlan20555.dwg 9/26/2022

EXHIBIT C

FINDINGS. Based upon the evidence and testimony presented during the public hearing, the Lemont Village Board of Trustees finds the following:

1. The improvements to the property follow the Unified Development Ordinance (UDO).

2. The proposed use is satisfactory in the M-3 zoning district.

3. The rezoning to M-3 Heavy Manufacturing District will allow for the proper expansion of the adjacent use with improved screening and landscaping while meeting all Village codes and ordinances.

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	A Resolution Approving a Final Plat of Subdivision of 13769 Main Street in Lemont, IL
DATE:	October 24, 2022

SUMMARY/BACKGROUND

Vic Dodevski of Main Street Lemont, LLC is requesting annexation and rezoning to M-3 Heavy Manufacturing District for a 2.565-acre parcel adjacent to his existing business at 13769 Main Street. The property will be improved with paving, stormwater detention and landscaping meeting all the Village's codes and ordinances. The Final Plat of Subdivision for 13769 Main Street consolidates the three lots associated with the Main Street Lemont, LLC business, which includes the recently annexed 13855 Main Street. The business will be one contiguous parcel zoned M-3.

ANALYSIS

Comprehensive Plan

A Final Plat of Subdivision is out of the scope of the Comprehensive Plan but is in agreement with the Unified Development Ordinance (UDO).

Planning & Zoning Commission (PZC)

The PZC recommended approval of the annexation and rezoning of 13855 Main Street at the regularly scheduled PZC meeting on May 4, 2022. A condition of the recommendation was to provide a Plat of Subdivision in order to consolidate the lots associated with the applicant's business.

Committee of the Whole (COW)

The COW reviewed and discussed the proposal at the regularly scheduled meeting on May 16, 2022.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached resolution.

BOARD ACTION REQUESTED

A motion to approve the attached resolution.

ATTACHMENTS

A Resolution Approving a Final Plat of Subdivision of 13769 Main Street in Lemont, IL

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 13769 MAIN STREET IN LEMONT, IL

(Main Street Lemont, LLC)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 24th DAY OF OCTOBER, 2022

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 24th day of October, 2022.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 13769 MAIN STREET IN LEMONT, IL

(Main Street Lemont, LLC)

WHEREAS, Vic Dodevski of Main Street Lemont, LLC, represented by Steve Kranenborg of V3 Companies (hereinafter referred to as the "Petitioner"), is the owner of the property covering approximately 16.1983-acres located at 13769 Main Street –13855 Main Street (PIN# 22-15-200-003 and PIN#22-15-200-015 and PIN#22-22-201-003), legally described and depicted in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Petitioner submitted the Final Plat of Subdivision of 13769 Main Street dated 8/25/2022 with a final revision date of 9/27/2022 by V3 Companies, (hereinafter referred to as "Final Plat of Subdivision") for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Petitioner has filed an application with the Village of Lemont on October 20, 2022 for Final Plat of Subdivision to consolidate the 3 adjacent lots associated with Main Street Lemont, LLC business; and

WHEREAS, the Planning & Zoning Commission (PZC) recommended a Final Plat of Subdivision in order to consolidate the associated lots at the regularly scheduled PZC meeting on May 4, 2022; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (4-1) at this meeting to recommend annexation and rezoning of Parcel 3 in the Final Plat of Subdivision provided in Exhibit A; and

WHEREAS, the Final Plat of Subdivision is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

WHEREAS, the President and Board of Trustees have determined that the proposed plat of subdivision is in the best interest of the Village of Lemont.

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

SECTION ONE: The President and Board of Trustees hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby adopts same as part of this Resolution.

SECTION TWO: The Final Plat of Subdivision of 13769 Main Street, drafted by V3 Companies dated 8/25/2022 with a final revision date of 9/27/2022, be and is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION THREE: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 24th DAY OF OCTOBER, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE, Village President

Attest:

_____

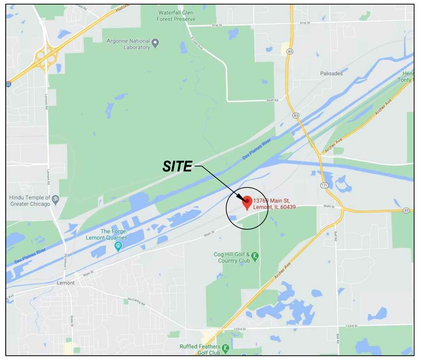
CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Final Plat of Subdivision of 13769 Main Street

FINAL PLAT OF SUBDIVISION
OF
13769 MAIN STREET
LEMONT, ILLINOIS

PART OF SECTION 15 AND PART OF SECTION 22, BOTH IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE

AREA

LOT 1 =	705,600 SQ. FT.	16.1983 ACRES
R.O.W. DEDICATED =	27,478 SQ. FT.	0.6308 ACRES
TOTAL =	733,078 SQ. FT.	16.8291 ACRES

BASIS OF BEARINGS

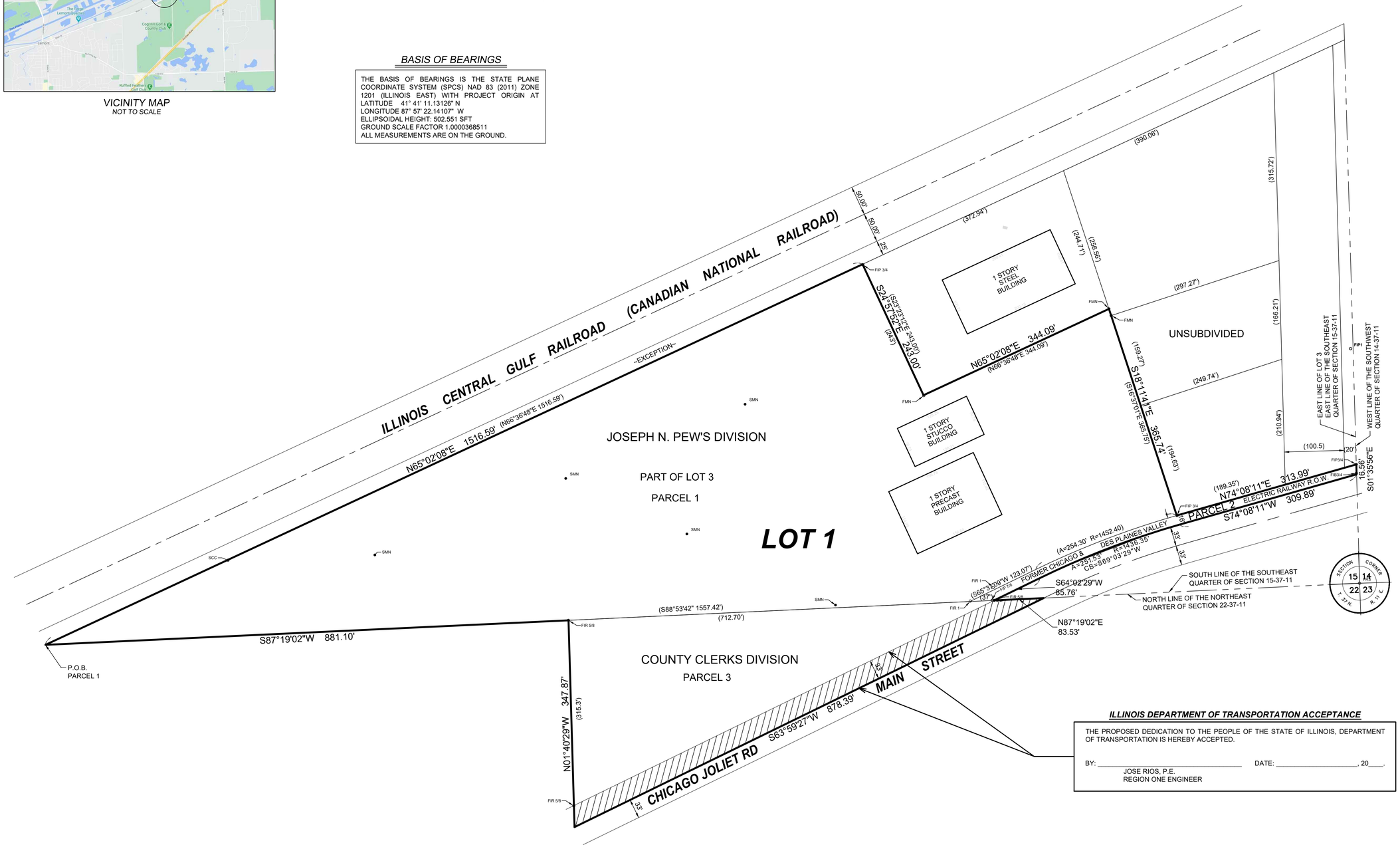
THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 41° 41' 11.13126" N
LONGITUDE 87° 57' 22.14107" W
ELLIPSOIDAL HEIGHT: 502.551 SFT
GROUND SCALE FACTOR 1.0000368511
ALL MEASUREMENTS ARE ON THE GROUND.

GRAPHIC SCALE

80' 0 40' 80' 160' 320'

1" = 80'

STATE PLANE MERIDIAN



LEGEND

- SECTION CORNER
- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- SECTION LINE
- N NORTH
- S SOUTH
- E EAST
- W WEST
- CB CHORD BEARING
- A ARC LENGTH
- R RADIUS
- (0.00') RECORD DATUM
- 0.00' CALCULATED DATUM
- HEREBY DEDICATED TO ILLINOIS DEPARTMENT OF TRANSPORTATION

ILLINOIS DEPARTMENT OF TRANSPORTATION ACCEPTANCE

THE PROPOSED DEDICATION TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IS HEREBY ACCEPTED.

BY: _____ DATE: _____, 20____.
JOSE RIOS, P.E.
REGION ONE ENGINEER

OWNER / DEVELOPER

Main Street Lemont, LLC
13769 Main Street
Lemont, IL 60439
708-526-2135

ENGINEER/SURVEYOR

V3 Companies, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: LEMONT VILLAGE CLERK
ADDRESS: 418 MAIN STREET
LEMONT, IL 60439

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
MAIN STREET LEMONT LLC
13769 MAIN STREET
LEMONT, IL 60439
708-526-2135

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	09/21/2022	REVISED PER COMMENTS			
2.	09/27/2022	REVISED PER COMMENTS			

FINAL PLAT OF SUBDIVISION
13769 MAIN STREET, LEMONT, ILLINOIS

DRAFTING COMPLETED:	08-25-2022	DRAWN BY: KAR	PROJECT MANAGER: AJS
FIELD WORK COMPLETED:	07-23-2022	CHECKED BY: AJS	SCALE: 1" = 80'

Project No: 20555
Group No: VP04.1
SHEET NO. 1 of 2

FINAL PLAT OF SUBDIVISION
OF
13769 MAIN STREET
LEMONT, ILLINOIS

PART OF SECTION 15 AND PART OF SECTION 22, BOTH IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-15-200-003
22-15-200-015
22-22-201-003

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

WE, _____, DO HEREBY CERTIFY THAT WE ARE THE OWNER) OF RECORD OF THE PROPERTY DESCRIBED HEREON, AND AS SUCH OWNERS WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THIS PLAT OF SUBDIVISION, FOR THE USES AND PURPOSES THEREIN SET FORTH, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

WE HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES; GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT; AND GRANT AND DECLARE THE STORM WATER DRAINAGE AND DETENTION RESTRICTIONS AND EASEMENTS AS STATED AND SHOWN ON THIS PLAT.

WE FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS SUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE SUBDIVISION AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THIS SUBDIVISION PLAT.

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

_____ _____
OWNER NAME (PRINT) OWNER NAME (SIGNATURE)

_____
OWNER ADDRESS

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE UNDERSIGNED AS OWNERS OF THE PROPERTY WHICH WILL BE KNOWN AS 13769 MAIN STREET IS LOCATED WITH THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: _____

HIGH SCHOOL DISTRICT: _____

JUNIOR COLLEGE DISTRICT: _____

IN _____ COUNTY, ILLINOIS.

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

_____ _____
OWNER NAME (PRINT) OWNER NAME (SIGNATURE)

SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ , 20___.

_____
NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVISION HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20___.

_____ _____
IL REGISTERED PROFESSIONAL ENGINEER OWNER

_____ BY: _____
STATE REGISTRATION NUMBER

ITS: _____

_____
REGISTRATION EXPIRATION DATE

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS _____ DAY OF _____, 20___.

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT LEMONT, _____ COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____.

_____
VILLAGE TREASURER

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, _____ COUNTY, ILLINOIS, AT PUBLIC MEETING HELD THIS _____ DAY OF _____, A.D., 20___.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID CURRENT SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT OF SUBDIVISION AND NO DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

GIVEN UNDER MY HAND AND SEAL AT _____, COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20 ___.

_____
COUNTY CLERK

PERMISSION TO RECORD

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, ANTHONY J. STRICKLAND, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK OF THE VILLAGE OF LEMONT TO RECORD THIS FINAL PLAT OF SUBDIVISION OF 13769 MAIN STREET WITH THE COOK COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES

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

_____
ANTHONY J. STRICKLAND
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.
tstrickland@v3co.com

ANTHONY J. STRICKLAND 035-003437 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ST. JOHN, INDIANA

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, ANTHONY J. STRICKLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3437, HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL I:

PART OF LOT 3 IN "JOSEPH N. PEW'S DIVISION" (EXCEPTING THE WEST 100.5 FEET OF THE EAST 120.5 FEET AND EXCEPT THE NORTHWESTERLY 25.0 FEET THEREOF) OF THAT PART OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1911 AS DOCUMENT NUMBER 4743736, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF MOBILE AND OHIO RAILROAD WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION I5, THENCE NORTH 66 DEGREES 36 MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID GULF MOBILE AND OHIO RAILROAD 1516.59 FEET; THENCE SOUTH 23 DEGREES 23 MINUTES 12 SECONDS EAST 243.00 FEET; THENCE NORTH 66 DEGREES 36 MINUTES 48 SECONDS EAST, 344.09 FEET; THENCE SOUTH 16 DEGREES 37 MINUTES 01 SECONDS EAST, 365.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAG LEMONT HIGHWAY; THENCE SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 1452.40 FEET AN ARC DISTANCE OF 254.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 65 DEGREES 37 MINUTES 09 SECONDS WEST, 123.07 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 88 DEGREES 53 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE, 1557.42 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND 37 FEET WIDE, IMMEDIATELY NORTH OF AND ADJACENT TO THE RIGHT-OF-WAY OF THE CHICAGO AND JOLIET ROAD, COMMENCING AT THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 AND EXTENDING SOUTHWESTERLY FOR A DISTANCE OF 707.215 FEET, BEING A PART OF LOT 3 IN JOSEPH N. PEW'S DIVISION OF PART OF THAT PART OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL, IN COUNTY CLERK'S DIVISION OF THE SOUTH FRACTION OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 SOUTH OF THE DES PLAINES RIVER, RECORDED ON APRIL 30, 1888 AS DOCUMENT 209443, SAID PARCEL BEING MORE ACCURATELY DESCRIBED AS THAT PART OF THE CHICAGO AND DES PLAINES VALLEY ELECTRIC RAILWAY COMPANY RIGHT-OF-WAY IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 3 IN JOSEPH N. PEW'S DIVISION, RECORDED APRIL 21, 1911 AS DOCUMENT 4743736, AND LYING NORTH OF AND ADJOINING THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO AND JOLIET ROAD, AND LYING WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AND LYING NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 15, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 1, IN COUNTY CLERKS DIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE KNOWN AS THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION, LYING NORTH OF THE CENTERLINE OF MAIN STREET.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THE ABOVE DESCRIBED PROPERTY IS IN AREA OF MINIMAL FLOODING (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF COOK COUNTY, ILLINOIS, PANEL NUMBERS 17031 C0579J AND 17031 C0587J BOTH WITH EFFECTIVE DATE AUGUST 19, 2008.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF SAID VILLAGE OF LEMONT OR WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF SAID VILLAGE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

GIVEN UNDER MY HAND AND SEAL AT WOODRIDGE, ILLINOIS THIS _____ DAY OF _____, A.D., 20_.

_____
ANTHONY J. STRICKLAND
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.
tstrickland@v3co.com

ANTHONY J. STRICKLAND 035-003437 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ST. JOHN, INDIANA

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
MAIN STREET LEMONT LLC
13769 MAIN STREET
LEMONT, IL 60439
708-526-2135

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	09/21/2022	REVISED PER COMMENTS			
2.	09/27/2022	REVISED PER COMMENTS			

FINAL PLAT OF SUBDIVISION
13769 MAIN STREET, LEMONT, ILLINOIS

DRAFTING COMPLETED:	08-25-2022	DRAWN BY:	KAR	PROJECT MANAGER:	AJS
FIELD WORK COMPLETED:	07-23-2022	CHECKED BY:	AJS	SCALE:	1" = 80'

Project No: 20555
Group No: VP04.1
SHEET NO. 2 of 2