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.

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

After 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.

Public Comment

Residents and others have the ability to provide comments under the audience participation section of the agenda during the meeting. Those wishing to speak should come to the podium when called upon and clearly state your name when called upon for meeting minutes purposes. Each person gets three minutes to speak per our policy. If you wish to speak, please sign in on the provided sign-in sheet at the front of the room.

Village of Lemont

VILLAGE BOARD MEETING
May 13, 2024 – 6:30 PM
Village Hall - Village Board Room
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 Extension of Recommendation from Planning & Zoning Commission for Preliminary Planned Unit Development (PUD) for State Express

III.D Extension of Recommendation from Planning & Zoning Commission for Final Planned Unit Development (PUD) for Ozinga

III.E A Resolution Approving the Renewal of an Environmental Insurance Policy on Property Leased from the Metropolitan Water Reclamation District of Greater Chicago.

III.F A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Stephen Street Retaining Wall Construction Engineering

III.G A Resolution Authorizing the Purchase and Installation of a Security

Camera System for the Public Works Facility

III.H A Resolution Authorizing the Purchase of Water Meters from Water Resources Inc

III.I A Resolution Authorizing the Purchase of Softener Salt from Compass Minerals and Midwest Salt LLC

III.J A Resolution Authorizing the Order and Purchase of 2025 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment through Sourcewell Purchasing Cooperative

IV. Mayor's Report

IV.A A Public Hearing for an Annexation Agreement for 14447 131st Street (DJK Custom Homes)

V. Clerk's Report

V.A An Ordinance Approving an Annexation Agreement for 14447 131st Street in Lemont, IL (DJK Custom Homes)

V.B An Ordinance Annexing 5.1 Acres at 14447 131st Street in Lemont, IL (DJK Custom Homes)

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 asked to speak when it is your turn.
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

(1) Acquisition of Real Estate
(2) Pending, Probable, or Imminent Litigation

(3) Personnel
(4) Collective Bargaining
(5) Sale or Lease of Real Estate

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: May 13, 2024

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Minutes

BOARD ACTION REQUESTED
Approval of Minutes

ATTACHMENTS
COW 4-15-22.pdf
VB 4-22-24.pdf

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

Village Hall

418 Main Street, Lemont, IL

April 15, 2024 – 6:30 PM

II. Roll Call

III. Discussion Items

III.A Discussion of Case 2024-04 814 State Street Parking Variation

The applicant, Samer Akkawi, is requesting relief from the Village's minimum parking requirements to open a restaurant in the vacant space at 814 State Street, formerly occupied by Celina's Deli many years ago. The property is zoned B-1 Office/Retail Transitional District, and a restaurant is allowed in this district. Parking lot does not have the minimum stalls required by the Unified Development Ordinance (UDO) for the proposed use. The current parking lot has 24 parking stalls, as striped.

At the public hearing the following primary concerns were: traffic will get worse on State Street; "Trouble" will increase; Increased garbage; Concern with late hours; Liquor; Access; Small size of parking lot; Deliveries; Patrons parking in neighbor's yards.

Jason Berry noted half the building has already been re-developed for a title company. There is an agreement between Petr's deli and the applicant to share the parking lot. The P&Z has approved based on approved variations. Mayor Egofske asked applicant how many more spots he may need. Four more parking spots are needed. If there is no parking, people would have to park across State Street or a block away. Hours would be 11 a.m. – 11 p.m. Trustee McClafferty asked for a description of the business. Applicant said it is more of a restaurant that has a bar. Applicant Samer is more than willing to work with concerned residents and the Village. Closing one entrance to the site would add more parking but Jason does not recommend it. Jason did note that shared parking would be till Petr's closes which is at 7 p.m. Trustee Shaughnessy said the alley way has created issues in the past with the neighbors directly behind this building. Mayor Egofske said the only variation is the four parking stalls and this is zoned for business.

Attendee's:

- Woman is concerned with the liquor and gambling so close to a playground and the historic area of Lemont. Liquor is allowed 11 a.m. to 2 a.m. in Lemont said Jason Berry.
- Woman is concerned with large number of TV's for sporting events and overload of patrons. Can't deliver product through the front door if it is a restaurant in Cook County. Where would the grease trap be stored. No room in the alley. Cars would be left overnight if there is a drunk driver. What is the noise ordinance in Lemont. Concerned about over populating the small streets near this building with truck deliveries. She would prefer an in-out business rather than a customer staying 2 – 3 hours.
- Man said the business was presented as a bar/gambling/restaurant. The parking and traffic on State Street is a disaster. Concerned about overflow parking which will go on Short Street. No

resident wants the overflow parking. The owner of the lab has not been in touch with applicant for parking.

- Man is concerned with the 6 – 8 workers parking. Will they be parking on Short Street.
- Man wanted the trustee's to also consider those patrons standing at the bar watching sports. He is pro-business but parking is an issue for employee's and patrons.
- Woman asked about the handicapped parking. Jason noted there is one spot.
- Man said he lives close by but did not get any notice in the mail regarding the PUD and variations.

Jason Berry noted that Samer has always been honest with him. This license is for a restaurant with liquor and food profits must be over 50% of sales. Trustee Kittridge did note the applicant is taking a risk as well. Attorney Stillman reminded all that the only issue before this board is the four parking spots and there is no voting at this COW meeting. Liquor license can limit the hours on a new restaurant. Trustee Shaughnessy is against adding more spots. Trustee Sniegowski is against the location as well. Board feels that there is not enough parking and patrons will not park and walk from other streets. Board thanked all residents for their comments.

III.B GPWC Memo of Understanding

Pulled from agenda. No response from petitioner on Village's red line changes to agreement.

III.C Discussion of Potential Second Amendment to Redevelopment Agreement

The Village approved a Redevelopment Agreement (RDA) with Bluestone Single Tenant Properties (BSTP) in August 2022. With the assignment of the Purchase and Sale Agreements to Lenny's Lemont, a new RDA was needed to replace the August 2022 agreement with BSTP. That redevelopment agreement amendment was approved in June 2023. Since then, the first phase of the overall site has been under construction (Gas n' Wash) and is nearing completion. Phase 2 of the of the project is behind schedule due to market and other related issues and proposed uses and revenue streams may be different than planned. In addition, the developer has proposed new ideas for retail instead of industrial on the western side of the development along with an area for larger trucks to park while visiting the convenience store and restaurant. These changes will necessitate additional entitlements. A new redevelopment agreement amendment may be necessary to reflect changing conditions and continue redevelopment activities.

Alex and Mike are present from Gas n Wash. George welcomed them and noted they are working at a fast pace and is looking for an update on the rest of the site, 16 acres total. Mayor Egofske is asking for any information regarding the next phase. Currently they only develop the Gas n Wash said Alex. The current plan is to get the site open and share the success and numbers to encourage new interest. There is a main convenience store with the diesel activity in the back. The out lot needs a future tenant such as Kane's Chicken. Alex handed out marketing plans that will be used for interested businesses. Mayor Egofske said the original project was signed off with hopes of the OTB. Within the first sixty days they will have a good feel regarding sales. Trustee Sniegowski asked for an updated flow of the traffic pattern. Three percent add on per gallon tax is in place. Trustee Shaughnessy confirmed there will be a Dunkin Donut drive thru. Mike Stillman confirmed they do have a liquor license and six gaming machines. Opening day is April 26. Board thanked all for coming in.

Unfinished Business

Jason Berry mentioned at 127th and State Street, nearby Fifth Third Bank will be closing their State Street location for a smaller footprint. A broker did mention that a quick service retailer may be interested on this corner. Jason said they would require a sales tax share. It is a large number and the two properties are valued around one million. Would the board consider a tax share for this site. Mayor Egofske said this could be a decent drive thru retailer with a small walk in. They would combine the two properties with a double drive thru. Jason mentioned that the site would have to be cleaned up thoroughly being a former gas station. Trustee McClafferty is ok if it is a reputable business. Trustee Sniegowski wants to make sure there is a tax rebate with a time line to recoup any potential loss. Trustee Kittridge would like the bank on the corner and the retailer on the former bank spot. Trustee Shaughnessy said the light can be altered for better traffic control. Jason will continue conversations with interested parties.

New Business

514 McCarthy Road next to Central School. Owner has passed away and there are violations. Jason Berry believes the school board might be interested in this property. It's in foreclosure. The village can buy it and then sell to the school district. Trustee Maher would like a conversation with the school district first.

Downtown valet program is being considered. The downtown businesses want the village to pay for this service at a cost of $1K per Friday or Saturday night. The parking stubs can be validated and the village can monitor where the cars are traveling in from. George said we can come up with a downtown tax and roll in different services, such as flowers. Trustee Kittridge would like to try it for one summer.

Adjourned at 8:27 pm

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
April 22, 2024
6:30 p.m.
The regular meeting of the Lemont Village Board was held on Monday, April 22, 2024 at 6:30 p.m. with Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

VB 4-8-24.pdf

III.B) Approval of Disbursements

Cover Page

04-09 thru -04-24-24.pdf

III.C) A Resolution R-25-24 Providing for the Destruction of certain Verbatim Recordings of Closed Session Meetings.

Cover Page

Approval_and_Destruction_Closed_Session 4-24 .pdf

III.D) A Resolution R-26-24 Reviewing the need for Confidentiality of Closed Session Meetings

Cover Page

resolution Executive Session Minutes 2024.pdf

III.E) A Resolution R-27-24 Approving a Professional Services Agreement Between Kristian Gist Creative, LLC and the Village of Lemont, Illinois

Cover Page

Resolution for Professional Services Kristian Gist Creative LLC_0524.pdf

III.F) A Resolution R-28-24 Accepting IDOT Documentation Review No. 64 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period of January 1, 2023 to December 31, 2023

Cover Page

A Resolution Accepting IDOT Documentation Review No. 64 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period Januar 1, 2023 to December 31, 2023.pdf

III.G) A Resolution R-29-24 for Maintenance Under the Illinois Highway Code

Cover Page

A Resolution for Maintenance Under the Illinois Highway Code.pdf

III.H) A Resolution R-30-24 Ratifying and Approving the Purchase of Water Meters from Water Resources Inc FY24

Cover Page

A Resolution Ratifying and Approving the Purchase of Water Meters from Water Resources Inc FY24.pdf

III.I) A Resolution R-31-24 Amending Resolution R-02-22 Approving a Retainer Agreement with All Together, LLC

Cover Page

A Resolution Amending Resolution R-02-22 Approving a Retainer Agreement with All Together, LLC

Motion by Rick Sniegowski, seconded by Ronald Stapleton, to approve the Consent Agenda.

Roll Call: Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton; 5 ayes. ; 0 nays. Motion Carried.

IV) Mayor's Report

Troop 149 was welcomed and recognized at the meeting by Mayor Egofske.

Mayor's Mention – April 22, 2024
The Lemont Community Garage Sale will be held this weekend, April 26 through the 28, from 8:00 am to 1:00 pm. The address directory will be listed on the Park District website, social media and online advertisements in the next few days.
Senator John Curran and Representative Nicole La Ha will hold a Community Recycling Event on Saturday, May 4, from 8:30 – 11:30 am, at Bambrick Park, 1330 Smith Road. Please visit our websites Meetings & Events calendar at, lemont . il . us for more information.
Market on Canal takes place on Sunday, May 5, with over 45 vendors. This popular event is held in downtown Lemont on Canal Street, from 9:00 a.m. – 3:00 p.m. For more information and to purchase the $5 entrance fee, visit, the "event" page at, Mabel's Market . com.
Sign up to run in the Quarryman Challenge on Saturday, May 11. Prices increase after May 1. There is a Quarryman Course Preview Run this Sunday, April 28, from 8 – 11 am. Meet at 7:30 am in the Talcott Avenue parking lot. Registration is not required to join in the preview run. Volunteers are needed for Course Marshals for the Quarryman race to direct and cheer on runners throughout the race course. Sign up to run or volunteer at, quarry man challenge . com.
The Lemont Garden Club holds their annual Plants on Parade plant sale on Saturday, May 11, from 9:00 am – 12:00 pm, at Lemont Park District's front parking lot. The Lemont Garden Club does much of the planting in the downtown's mosaic tiled pots and the planter along the sidewalks, and other areas in town. This year, they will be creating hanging flower baskets which Public Works will install in specific downtown areas.
Also on May 11, Lemont High School's National Honor Society is holding a Meal Packing Event with a goal to donate 100,000 meals to local west suburban food pantries. They are in need of volunteers for meal packing. Volunteer shifts will run from 11 am- 1 pm and from 1:30 pm to 3:30 pm. They also need our communities help to reach this goal to purchase 100,000 meals at 35 cents per meal. They are seeking sponsorships and online donations to reach a fundraising target of $35,000. Visit, L H S 210 . net, and select the "About" tab, and arrow through the News Releases for more information.
Lemont Downtown gift cards are now available to purchase online. They can be used at participating businesses in downtown Lemont, including restaurants, retail shops, spas and more. Visit the "News" section at, lemont downtown . com, for all the details along with participating businesses.

V) Clerk's Report

V.A A Resolution R-32-24 Authorizing the Order and Purchase of 2023 Monroe Truck Equipment Peterbilt 548 Body with Certain Specifications and Equipment through Sourcewell Purchasing Cooperative

Cover Page

A Resolution Authorizing the Order and Purchase of 2023 Monroe Truck Equipment Peterbilt 548 Body with Certain Specifications and Equipment through Sourcewell Purchasing Cooperative.pdf

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

George Schafer this piece of equipment was ordered and budgeted last year.

Roll Call: Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton; 5 ayes. ; 0 nays. Motion Carried.

V.B A Resolution R-33-24 Accepting Change Order Number Two (2) New 1.5MG Elevated Water Storage Tank

Cover Page

A Resolution Accepting Change Order Number Two (2) New 1.5MG Elevated Water Storage Tank.pdf

Motion by Rick Sniegowski, seconded by Dave Maher, to approve said resolution.

Final change order for our water tower. All parts should be here within two weeks and service within the next three weeks noted George Schafer. Trustee Stapleton questioned the price and would like Ralph to reach out to him.

Roll Call: Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton; 5 ayes. ; 0 nays. Motion Carried.

VI) Village Attorney Report

VII) Village Administrator Report

VIII) Board Reports

Trustee Shaughnessy wanted to thank all police departments who responded and assisted in an unfortunate situation at a local motel.

IX) Staff Reports

X) Unfinished Business

XI) New Business

XII) Audience Participation

Elizabeth has a question regarding Waste Management services. She lives by herself and would like the Board to recognize the seniors with the next contract negotiations and offer a lower fee.

XIII) Executive Session Discussion Under Chapter 5 ILCS

Motion by Ronald Stapleton, seconded by Dave Maher, to enter closed session regarding:

2(c)(2): Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

Roll Call: Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton; 5 ayes. ; 0 nays. Motion Carried.

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

Motion by Ken McClafferty, seconded by Rick Sniegowski, to adjourn meeting at 8:19 p.m.

Roll Call: Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton; 5 ayes. ; 0 nays. Motion Carried.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH:
SUBJECT: Approval of Disbursements
DATE: May 13, 2024

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Disbursements

BOARD ACTION REQUESTED
Approval of Disbursements

ATTACHMENTS
Board Packet for 5.13.24.pdf

Village of Lemont

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
25213	04/25/2024	Reconciled		05/02/2024	Accounts Payable	ILLINOIS DEPARTMENT OF PUBLIC HEALTH	$150.00	$150.00	$0.00
	Invoice		Date	Description			Amount		
	24-04-25 JF		04/25/2024	LICENSE RENEWAL UNTIL 4/30/25			$150.00		
25214	04/25/2024	Reconciled		05/01/2024	Utility Management Refund	MENDOZA, JOSELITO & SUE	$130.53	$130.53	$0.00
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		102709-002	refund duplicate payment		04/25/2024	Refund		
25215	05/03/2024	Open			Accounts Payable	UNITED STATES POSTAL SERVICE	$4,392.50		
	Invoice		Date	Description			Amount		
	24-05-03 USPS		05/03/2024	1ST VEHICLE STICKER - MAILING FY 24/25			$4,392.50		
25216	05/13/2024	Open			Accounts Payable	A&W AUTO TRUCK & TRAILER	$677.50		
	Invoice		Date	Description			Amount		
	9620		04/29/2024	parts			$127.50		
	9605		04/26/2024	tool box			$550.00		
25217	05/13/2024	Open			Accounts Payable	A. BLOCK MARKETING, INC	$720.00		
	Invoice		Date	Description			Amount		
	GA00000472		04/12/2024	mulch			$240.00		
	JA00008544		04/12/2024	mulch			$240.00		
	JA00008603		04/12/2024	mulch			$240.00		
25218	05/13/2024	Open			Accounts Payable	AIRGAS USA, LLC	$57.88		
	Invoice		Date	Description			Amount		
	5507437877		04/30/2024	welding tank rental			$57.88		
25219	05/13/2024	Open			Accounts Payable	AIRGAS USA, LLC	$59.05		
	Invoice		Date	Description			Amount		
	5506715191		03/31/2024	welding tank rental			$59.05		
25220	05/13/2024	Open			Accounts Payable	ANTHONY JOSEPH REYNA	$1,000.00		
	Invoice		Date	Description			Amount		
	24-05-06 AJR		04/25/2024	LHS SCHOLARSHIP WINNER			$1,000.00		
25221	05/13/2024	Open			Accounts Payable	AT&T MOBILITY	$3,761.89		
	Invoice		Date	Description			Amount		
	05032024		04/25/2024	Cell usage April 2024			$3,761.89		
25222	05/13/2024	Open			Accounts Payable	AT&T MOBILITY	$598.41		
	Invoice		Date	Description			Amount		
	VIO042024		05/04/2024	plate readers 4/5/24-5/4/24			$598.41		
25223	05/13/2024	Open			Accounts Payable	BATTERY SERVICE CORP.	$293.69		
	Invoice		Date	Description			Amount		
	0108878		04/16/2024	parts			$179.95		
	0109157		04/24/2024	parts			$113.74		
25224	05/13/2024	Open			Accounts Payable	BRANIFF COMMUNCATIONS, INC	$6,800.00		
	Invoice		Date	Description			Amount		
	0035335		04/01/2024	annual siren maintenance			$6,800.00		

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25225	05/13/2024	Open			Accounts Payable	CCP INDUSTRIES, INC.	$2,022.45		

Invoice	Date	Description	Amount
IN03537236	04/25/2024	can liners	$69.74
IN05000067	04/30/2024	can liners	$1,654.24
IN03516072	03/27/2024	uniforms	$170.98
IN03537941	04/25/2024	absorbent pads	$127.49

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25226	05/13/2024	Open			Accounts Payable	CHICAGO TRIBUNE MEDIA GROUP	$248.16		

Invoice	Date	Description	Amount
090524445000	04/25/2024	LEGAL NOTICES PLANNING/FY25 BUDGET	$248.16

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25227	05/13/2024	Open			Accounts Payable	CINTAS CORPORATION	$180.10		

Invoice	Date	Description	Amount
5209005399	04/25/2024	0010696710 - First Aid cabinet service - V.H.	$40.33
5209090371	04/30/2024	safety supplies	$139.77

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25228	05/13/2024	Open			Accounts Payable	CINTAS CORPORATION	$178.23		

Invoice	Date	Description	Amount
4190041775	04/18/2024	floor mats	$178.23

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25229	05/13/2024	Open			Accounts Payable	COMED	$402.44		

Invoice	Date	Description	Amount
24-04-7570	04/25/2024	7570714000 - Street lights - 0 12701 Tre, 171 Lemont	$35.72
24-04-8611A	04/25/2024	8611032222 - Street lights - Talcott, E of Stephen	$185.19
24-04-1305A	04/25/2024	1305761222 - Street lights - Stephen St 1 S River	$153.90
2024-00000870	04/30/2024	4935873000 - Street lights - Illinois, E of Stephen	$27.63

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25230	05/13/2024	Open			Accounts Payable	CONSERV FS INC	$350.50		

Invoice	Date	Description	Amount
6431516	04/26/2024	restoration supplies	$350.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25231	05/13/2024	Open			Accounts Payable	DUPAGE TOPSOIL INC	$225.00		

Invoice	Date	Description	Amount
056795	04/22/2024	dirt	$225.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25232	05/13/2024	Open			Accounts Payable	EMERGENCY SERVICES MARKETING CORP INC	$305.00		

Invoice	Date	Description	Amount
24-03-06 ESM	04/25/2024	SUBSCRIPTION - IAMRESPONDING.COM	$305.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25233	05/13/2024	Open			Accounts Payable	ETP LABS INC/ENVIRO TEST/PERRY LABORATORIES INC	$1,440.00		

Invoice	Date	Description	Amount
24-137151	03/29/2024	sample testing	$486.00
24-137204	04/24/2024	sample testing	$954.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25234	05/13/2024	Open			Accounts Payable	GRAINGER	$603.68		

Invoice	Date	Description	Amount
9093368331	04/22/2024	hydrant paint	$603.68

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25235	05/13/2024	Open			Accounts Payable	GUARANTEED TECHNICAL SVCS & CONSULTING INC	$8,458.90		

Invoice	Date	Description	Amount
2024-184	04/25/2024	2/29/24 I.T. Support	$108.90
2024-183	04/25/2024	3/20/24-4/9/24 I.T. Support	$720.00
2024-190	04/25/2024	4/25/2024 - I.T. Support	$630.00

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2024-193		04/25/2024	MARCH 2024 & APRIL 2025 MANAGED SERVICES		$7,000.00			
25236	05/13/2024	Open			Accounts Payable	HOLIDAY OUTDOOR DECOR	$8,586.70		
	Invoice		Date	Description		Amount			
	INV13763A		04/25/2024	LIGHTING UP LEMONT HOLIDAY DISPLAYS		$7,206.75			
	14581		04/25/2024	LIGHTING UP LEMONT HOLIDAY DECORATIONS		$1,379.95			
25237	05/13/2024	Open			Accounts Payable	I-PAC	$100.00		
	Invoice		Date	Description		Amount			
	2024-410		04/30/2024	MEMBERSHIP DUES		$100.00			
25238	05/13/2024	Open			Accounts Payable	ILLINOIS TOLLWAY	$49.25		
	Invoice		Date	Description		Amount			
	G123000006326		04/05/2024	tolls 1/1/24-3/31/24		$49.25			
25239	05/13/2024	Open			Accounts Payable	INTERNATIONAL CONF OF POLICE CHAPLAINS	$125.00		
	Invoice		Date	Description		Amount			
	202304035081		04/25/2024	MEMBERSHIP -T. O'NEILL		$125.00			
25240	05/13/2024	Open			Accounts Payable	INTERSTATE POWER SYSTEMS, INC.	$1,727.13		
	Invoice		Date	Description		Amount			
	R042047337:01		04/23/2024	aerial lift inspection		$1,727.13			
25241	05/13/2024	Open			Accounts Payable	KIMBALL MIDWEST	$272.06		
	Invoice		Date	Description		Amount			
	102162771		04/25/2024	supplies		$272.06			
25242	05/13/2024	Open			Accounts Payable	LANGE'S WOODLAND FLOWERS	$110.00		
	Invoice		Date	Description		Amount			
	64265		04/25/2024	J. SCHATZ		$110.00			
25243	05/13/2024	Open			Accounts Payable	LEMONT FIRE PROTECTION DISTRICT	$1,000.00		
	Invoice		Date	Description		Amount			
	24-04-30 FPD		04/25/2024	APRIL '24 LAND CASH PAYMENT		$1,000.00			
25244	05/13/2024	Open			Accounts Payable	LEMONT HARDWARE LLC	$303.74		
	Invoice		Date	Description		Amount			
	323955		04/25/2024	OPERATING SUPPLIES		$13.00			
	April 2024		04/22/2024	various supplies		$290.74			
25245	05/13/2024	Open			Accounts Payable	LEMONT HIGH SCHOOL DIST 210	$9,536.00		
	Invoice		Date	Description		Amount			
	24-04-30 D210		04/25/2024	APRIL '24 LAND CASH PAYOUT		$9,536.00			
25246	05/13/2024	Open			Accounts Payable	LEMONT PARK DISTRICT	$5,970.00		
	Invoice		Date	Description		Amount			
	24-04-30 PkD		04/25/2024	APRIL '24 LAND CASH PAYOUT		$5,970.00			
25247	05/13/2024	Open			Accounts Payable	LEMONT POLICE DEPT - PETTY CASH	$369.76		
	Invoice		Date	Description		Amount			
	24-04-30 LPD		04/25/2024	PETTY CASH FOR APRIL 2024		$369.76			

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25248	05/13/2024	Open			Accounts Payable	LEMONT-BROMBEREK COMBINED SCHOOL DIST 113A	$19,508.36		
	Invoice		Date	Description			Amount		
	24-04-30 113A		04/25/2024	APRIL'24 LAND CASH PAYOUT			$19,508.36		
25249	05/13/2024	Open			Accounts Payable	MAILFINANCE	$1,463.22		
	Invoice		Date	Description			Amount		
	Q1279290		04/02/2024	folder and postage machine 2/5/24-5/4/24			$1,463.22		
25250	05/13/2024	Open			Accounts Payable	MARKET ON STATE INC	$15,000.00		
	Invoice		Date	Description			Amount		
	24-04-30 PMS		04/25/2024	FEB- APRIL SALES TAX REBATE			$15,000.00		
25251	05/13/2024	Open			Accounts Payable	MENARDS	$83.69		
	Invoice		Date	Description			Amount		
	39674		04/22/2024	memorial sprinkler parts			$11.44		
	39485		04/17/2024	supplies			$32.72		
	39514		04/18/2024	lights			$39.53		
25252	05/13/2024	Open			Accounts Payable	METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION	$6,500.00		
	Invoice		Date	Description			Amount		
	24-03-15 MER		04/30/2024	TASK FORCE DUES 24/25			$6,500.00		
25253	05/13/2024	Open			Accounts Payable	MIKE'S TREE SERVICE	$700.00		
	Invoice		Date	Description			Amount		
	3804		04/16/2024	tree trimming			$700.00		
25254	05/13/2024	Open			Accounts Payable	NAPERVILLE CONSTRUCTION FENCE RENTAL LLC	$274.03		
	Invoice		Date	Description			Amount		
	INV-007715		04/09/2024	construction fencing Lemont & Canal			$274.03		
25255	05/13/2024	Open			Accounts Payable	NORTH EAST MULTI-REGIONAL TRAINING, INC.	$2,755.00		
	Invoice		Date	Description			Amount		
	349547		04/30/2024	POLICE TRAINING 7/1/21-7/1/25			$2,755.00		
25256	05/13/2024	Open			Accounts Payable	ORKIN.COM	$942.96		
	Invoice		Date	Description			Amount		
	259169178		03/27/2024	pest control			$257.99		
	260538374		04/10/2024	pest control			$326.99		
	260539275		04/10/2024	pest control			$99.99		
	260538034		04/29/2024	pest control			$257.99		
25257	05/13/2024	Open			Accounts Payable	POELLOT, JOSHUA, J	$500.00		
	Invoice		Date	Description			Amount		
	50124		04/25/2024	APRIL 2024			$500.00		
25258	05/13/2024	Open			Accounts Payable	RC PAINTING, INC	$9,600.00		
	Invoice		Date	Description			Amount		
	315		05/06/2024	office painting			$8,600.00		
	317		05/07/2024	old pd painting			$500.00		
	316		05/07/2024	vh upstairs painting			$500.00		

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25259	05/13/2024	Open			Accounts Payable	RELIABLE EQUIPMENT & SERVICE CO., INC.	$1,713.33		
	Invoice		Date	Description			Amount		
	INV026377		04/16/2024	pump w-hose			$1,713.33		
25260	05/13/2024	Open			Accounts Payable	RIEKE INTERIORS	$6,093.00		
	Invoice		Date	Description			Amount		
	0070479		04/25/2024	30 BOARD ROOM CHAIRS			$6,093.00		
25261	05/13/2024	Open			Accounts Payable	ROYAL PLUMBING, INC	$190.00		
	Invoice		Date	Description			Amount		
	28608		04/30/2024	valve repair			$190.00		
25262	05/13/2024	Open			Accounts Payable	SALYER LAW OFFICES, LLC	$3,263.50		
	Invoice		Date	Description			Amount		
	24-04-17 SLO		04/25/2024	TAX DEED FOR 13 W. NEW AVE.			$3,263.50		
25263	05/13/2024	Open			Accounts Payable	SHAW MEDIA	$205.08		
	Invoice		Date	Description			Amount		
	042410074590		04/30/2024	public notice 131st St			$205.08		
25264	05/13/2024	Open			Accounts Payable	SOSIN, ARNOLD & SCHOENBECK LTD	$1,000.00		
	Invoice		Date	Description			Amount		
	134293		04/25/2024	APRIL 2024			$1,000.00		
25265	05/13/2024	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	$50.00		
	Invoice		Date	Description			Amount		
	05-24-06ma		04/30/2024	MAY 2024 Plotter Maintenance Agreement			$50.00		
25266	05/13/2024	Open			Accounts Payable	SPRING GREEN	$1,157.70		
	Invoice		Date	Description			Amount		
	9136165		04/25/2024	lawn weed service			$1,157.70		
25267	05/13/2024	Open			Accounts Payable	SUREFIRE AUTO PARTS	$3,963.14		
	Invoice		Date	Description			Amount		
	803138		04/03/2024	supplies			$53.48		
	805204		04/23/2024	tires			$301.34		
	803187		04/03/2024	parts			$193.90		
	805560		04/25/2024	parts			$23.70		
	803830		04/10/2024	supplies			$279.99		
	804594		04/17/2024	supplies			$229.92		
	804607		04/17/2024	supplies			$90.83		
	804720		04/18/2024	parts			$91.96		
	804762		04/18/2024	safety cans			$800.38		
	5804761		04/18/2024	safety cans			$755.18		
	804639		04/17/2024	tools			$397.14		
	804638		04/17/2024	tools			$299.99		
	804635		04/17/2024	tools			$399.99		
	803949		04/11/2024	tire fee			$12.00		
	803325		04/04/2024	parts			$33.34		

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25268	05/13/2024	Open			Accounts Payable	TERRA ENGINEERING LTD.	$30,810.43		
	Invoice		Date	Description			Amount		
	9-22551		04/25/2024	CANAL BANK ROAD			$30,810.43		
25269	05/13/2024	Open			Accounts Payable	VEENSTRA & KIMM, INC.	$11,177.04		
	Invoice		Date	Description			Amount		
	1 VK		04/25/2024	LEMONT STEPHEN HOLMES RAIL IMPROVEMENTS			$10,640.04		
	6761015		04/25/2024	SERVICES FROM 1/21/24 TO 2/17/24			$537.00		
25270	05/13/2024	Open			Accounts Payable	VELAN SOLUTIONS, LLC	$810.00		
	Invoice		Date	Description			Amount		
	645 VS		04/30/2024	POLICE PEER SUPPORT NETWORK			$810.00		
25271	05/13/2024	Open			Accounts Payable	VILLAGE OF HOMER GLEN	$10,500.00		
	Invoice		Date	Description			Amount		
	24-04-30 HG		04/25/2024	FEB - APRIL SALES TAX REBATE			$10,500.00		
25272	05/13/2024	Open			Accounts Payable	WILL COUNTY TREASURER	$8,547.70		
	Invoice		Date	Description			Amount		
	24-05-07 WC		04/30/2024	1ST INSTALLMENT MWRD-12.02.26.400.002.0000			$4,524.59		
	24-05-17 WC2		04/30/2024	1ST INSTALLMENT MWRD - 12.02.25.100.004			$4,023.11		
25273	05/13/2024	Open			Accounts Payable	CHUBASCO SPRINKLER	$1,000.00		
	Invoice		Date	Description			Amount		
	IRRI-24-3		04/25/2024	REFUND - 13932 AMELIA DR			$1,000.00		
25274	05/13/2024	Open			Accounts Payable	FLAVIA MITRACHE	$1,000.00		
	Invoice		Date	Description			Amount		
	ACOM-23-28		04/25/2024	REFUND - 15543 E. 127TH STREET, UNIT #3			$1,000.00		
25275	05/13/2024	Open			Accounts Payable	TIFCO INDUSTRIES	$231.55		
	Invoice		Date	Description			Amount		
	71969719		04/15/2024	safety supplies			$231.55		
25276	05/13/2024	Open			Accounts Payable	FOREMOST PROMOTIONS	$710.00		
	Invoice		Date	Description			Amount		
	2036262		04/25/2024	YO-YO'S FOR PUBLIC RELATIONS			$710.00		
25277	05/13/2024	Open			Accounts Payable	LOTUS DEVELOPMENT 1873, LLC	$175,000.00		
	Invoice		Date	Description			Amount		
	101 LOTUS		04/30/2024	2ND INSTALLMENT - MARABELLA PARK & PARKING LOT			$175,000.00		
25278	05/13/2024	Open			Accounts Payable	MIDWEST EQUIPMENT SPECIALISTS	$10,889.07		
	Invoice		Date	Description			Amount		
	28863		04/30/2024	mobile column cylinder leak repairs			$10,889.07		
25279	05/13/2024	Open			Accounts Payable	INSIGHT PUBLIC SECTOR, INC.	$5,286.00		
	Invoice		Date	Description			Amount		
	1101159109		04/25/2024	CISCO ETHERNET SWITCHES - EXTENDED SERVICE			$546.00		
	1101158333		04/25/2024	CISCO ETHERNET SWITCHES			$4,740.00		
Type Check Totals:					67 Transactions		$392,130.35	$280.53	$0.00

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
3101	04/30/2024	Reconciled		05/02/2024	Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	$40,978.74	$40,978.74	$0.00
	Invoice		Date	Description			Amount		
	24-04-30 IMRF		04/23/2024	APRIL 2024 IMRF CONTRIBUTIONS			$40,978.74		
3102	04/29/2024	Reconciled		04/29/2024	Accounts Payable	FM BANKCARD PROCESSING CENTER	$143,567.11	$143,567.11	$0.00
	Invoice		Date	Description			Amount		
	2024-00000856		04/29/2024	MARCH 2024 PROCUREMENT CARD			$143,567.11		
3103	04/30/2024	Open			Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	$1,000.00		
	Invoice		Date	Description			Amount		
	24-04-26 PB		04/25/2024	Outside Services			$1,000.00		
3104	04/30/2024	Open			Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	$1,000.00		
	Invoice		Date	Description			Amount		
	24-04-29 PB		04/25/2024	POSTAGE			$1,000.00		
3105	04/30/2024	Open			Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	$1,000.00		
	Invoice		Date	Description			Amount		
	24-04-30 PB		04/25/2024	POSTAGE			$1,000.00		
3106	05/13/2024	Open			Accounts Payable	ALL TOGETHER LLC	$6,921.76		
	Invoice		Date	Description			Amount		
	21451		04/25/2024	APRIL 2024 SERVICES			$6,921.76		
3107	05/13/2024	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERVICES INC	$4,391.36		
	Invoice		Date	Description			Amount		
	22944 VL		04/30/2024	MAY 2024 CLEANING SERVICES			$4,391.36		
3108	05/13/2024	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	$1,147.49		
	Invoice		Date	Description			Amount		
	24-05-01 EA		04/30/2024	May 2024 payment			$1,147.49		
3109	05/13/2024	Open			Accounts Payable	ARIZA RESOURCE CENTER	$550.00		
	Invoice		Date	Description			Amount		
	240322PBEM		04/25/2024	A. BEMBENEK			$550.00		
3110	05/13/2024	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$10,321.69		
	Invoice		Date	Description			Amount		
	007874		04/11/2024	1522 gallons regular			$5,379.98		
	007015		04/24/2024	1424 gallons regular			$4,941.71		
3111	05/13/2024	Open			Accounts Payable	B&R REPAIR INC	$1,855.94		
	Invoice		Date	Description			Amount		
	WI004620		04/26/2024	repair 1137			$1,855.94		
3112	05/13/2024	Open			Accounts Payable	BEECHEN & DILL HOMES INC	$26,000.00		
	Invoice		Date	Description			Amount		
	NRES-23-75A		05/08/2024	REFUND - 12208 COPPER RIDGE DR			$1,000.00		
	NRES-23-86		05/08/2024	REFUND - 12291 COPPER RIDGE CT			$1,000.00		

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	NRES-23-76A		05/08/2024	REFUND - 12204 COPPER RIDGE DR			$1,000.00			
	NRES-23-94		05/08/2024	REFUND - 12283 COPPER RIDGE CT			$1,000.00			
	NRES-23-75L		05/08/2024	REFUND 12208 COPPER RD. LANDSCAPE & TEMP			$5,500.00			
	NRES-23-86L		05/08/2024	REFUND - 12291 COPPER RIDGE CT-LAND & TEMP			$5,500.00			
	NRES-23-94L		05/08/2024	REFUND- 12283 COPPER RIDGE CT.-LAND & TEMP			$5,500.00			
	NRES-23-76L		05/08/2024	REFUND 12204 COPPER RIDGE DR.-LAND & TEMP			$5,500.00			
3113	05/13/2024	Open			Accounts Payable	BRUNO'S TUCKPOINTING, INC.		$6,730.60		
	Invoice		Date	Description			Amount			
	24-0099		04/09/2024	pillars on Main St			$3,495.00			
	24-0276		04/30/2024	stone caps			$985.60			
	24-0263		05/06/2024	flower box repair 207 Stephen St			$2,250.00			
3114	05/13/2024	Open			Accounts Payable	CDW GOVERNMENT		$413.90		
	Invoice		Date	Description			Amount			
	QT29681		04/25/2024	BATTERY BACKUP FOR VILLAGE HALL			$413.90			
3115	05/13/2024	Open			Accounts Payable	CLARIS INTERNATIONAL INC		$1,665.00		
	Invoice		Date	Description			Amount			
	41602909		04/30/2024	MAINT. CONTRACT SOFTWARE			$1,665.00			
3116	05/13/2024	Open			Accounts Payable	CLEARGOV INC		$18,661.67		
	Invoice		Date	Description			Amount			
	2024-14682		04/30/2024	CAPITAL BUDGET MODULE FOR 5/1/24-4/30/25			$5,640.00			
	2024-14716		04/30/2024	DIGITAL BUDGET & TRANSPARENCY SUITE RENEWAL FOR 5/1/24- 4/30/25			$13,021.67			
3117	05/13/2024	Open			Accounts Payable	FOODY AND DRINKY INSPECTIONS		$950.00		
	Invoice		Date	Description			Amount			
	2024-5		04/25/2024	HEALTH INSPECTIONS 4/28/24			$950.00			
3118	05/13/2024	Open			Accounts Payable	GORDON FLESCH COMPANY, INC.		$277.68		
	Invoice		Date	Description			Amount			
	IN 14661308		04/25/2024	COPIES 3/21-4/21/24			$277.68			
3119	05/13/2024	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC		$3,000.00		
	Invoice		Date	Description			Amount			
	6478		04/30/2024	MAY 2024			$3,000.00			
3120	05/13/2024	Open			Accounts Payable	HR GREEN, INC.		$39,772.65		
	Invoice		Date	Description			Amount			
	174073		04/25/2024	WEST SHORE PIPELINE 8/26/23-3/29/24			$1,239.00			
	174083		04/25/2024	SERVICES FROM 12/16/23-3/29/24			$3,105.75			
	174086		04/25/2024	SERVICES FROM 1/6/24-3/29/24			$3,441.00			
	174087		04/25/2024	2/17/24-3/29/24			$4,147.00			
	174482		04/25/2024	3/30/24-4/26/24			$260.00			
	174077		04/25/2024	FEB 17 - MARCH 29			$3,004.94			
	174485		04/25/2024	3/30/24-4/26/24			$756.50			
	174483		04/25/2024	3/30/24-4/26/24			$2,280.90			
	174484		04/25/2024	3/30/24-4/26/24			$413.00			
	174486		04/25/2024	3/30/24-4/26/24			$300.00			
	174493		04/25/2024	3/30/24-4/26/24			$1,520.00			
	174497		04/25/2024	2/17/24-4/26/24			$911.00			
	174498		04/25/2024	3/30/24-4/26/24			$550.00			

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	174489		04/22/2024	2023 sanitary sewer lining		$195.00			
	174490		04/26/2024	15368 129th St-2303241		$130.00			
	174491		04/26/2024	127th & Briarcliffe PED-2303243		$1,280.50			
	174492		04/26/2024	Engg-NPDES Phase II reporting		$200.00			
	174481		04/26/2024	1.5 Million Gallon elevated tank-2303340		$1,060.00			
	174480		04/26/2024	2024 CDBG application-2402295		$850.00			
	174487		04/26/2024	23RS MFT/RBI resurfacing		$100.00			
	174488		04/26/2024	2023 sidewalk replacement engineering		$440.00			
	174066		04/16/2024	Holmes St Ped Bridge 2303326.01		$3,320.14			
	174496		04/26/2024	Holmes St Ped Bridge 2303326.01		$6,045.42			
	172877		04/25/2024	DEC 16/23-FEB 16/24		$1,000.00			
	172855		04/25/2024	11/18/23-2/16/24		$3,222.50			
3121	05/13/2024	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	$15,548.95		
	Invoice		Date	Description		Amount			
	300074		04/25/2024	AD&D VOLUNTEER COVERAGE		$850.00			
	300029		04/25/2024	FEBRUARY 2024 DEDUCTABLE		$14,698.95			
3122	05/13/2024	Open			Accounts Payable	K BROTHERS FENCE, INC	$3,580.00		
	Invoice		Date	Description		Amount			
	112567		04/25/2024	guardrail NE corner Illinois & Lemont		$3,580.00			
3123	05/13/2024	Open			Accounts Payable	KLEIN THORPE AND JENKINS LTD	$19.95		
	Invoice		Date	Description		Amount			
	241112		04/25/2024	Tax Objections thru 3/31/24		$19.95			
3124	05/13/2024	Open			Accounts Payable	KRISTIAN GIST CREATIVE	$2,800.00		
	Invoice		Date	Description		Amount			
	133 4/4/24		04/25/2024	APRIL 2024 SERVICES		$2,800.00			
3125	05/13/2024	Open			Accounts Payable	LEMONT PUBLIC LIBRARY DISTRICT	$1,618.65		
	Invoice		Date	Description		Amount			
	24-04-30 LIB		04/25/2024	APRIL '24 LAND CASH PAYOUT		$1,618.65			
3126	05/13/2024	Open			Accounts Payable	LEXIPOL LLC	$6,187.16		
	Invoice		Date	Description		Amount			
	INVLEX11234202		04/25/2024	POLICY MANUAL & ANNUAL SUBSCRIPTION		$6,187.16			
3127	05/13/2024	Open			Accounts Payable	LYONS ELECTRIC CO	$735.00		
	Invoice		Date	Description		Amount			
	18977		04/30/2024	24GM traffic signal maintenance		$735.00			
3128	05/13/2024	Open			Accounts Payable	MAILHIOT, THOMAS	$600.00		
	Invoice		Date	Description		Amount			
	28 TM		04/25/2024	APRIL 2024 HEALTH INSPECTIONS		$600.00			
3129	05/13/2024	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$1,770.00		
	Invoice		Date	Description		Amount			
	INV061475		04/17/2024	flowmeter repair		$780.00			
	INV061213		04/22/2024	data connection fee		$990.00			
3130	05/13/2024	Open			Accounts Payable	MORRIS ENGINEERING, INC.	$4,800.00		
	Invoice		Date	Description		Amount			
	24-09987		04/25/2024	FEB & MARCH 2024 BUILDING DEPT REVIEWS		$4,800.00			

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3131	05/13/2024	Open			Accounts Payable	MUNICIPAL GIS PARTNERS, INC	$5,075.00		
	Invoice		Date	Description			Amount		
	7140		04/25/2024	APRIL 2024 GIS SERVICES			$5,075.00		
3132	05/13/2024	Open			Accounts Payable	NEOPOST #6083457	$3,000.00		
	Invoice		Date	Description			Amount		
	24-05-08 NP		05/08/2024	MAY 24 via ACH - POC # 6083457			$3,000.00		
3133	05/13/2024	Open			Accounts Payable	NORTHERN ILLINOIS REAL ESTATE MAGAZINE	$100.00		
	Invoice		Date	Description			Amount		
	04302024		04/25/2024	APRIL 2024 ADVERTISEMENT			$100.00		
3134	05/13/2024	Open			Accounts Payable	QUICKET SOLUTIONS INC	$20,020.02		
	Invoice		Date	Description			Amount		
	1277 QS		04/25/2024	DECEMBER 2023			$3,336.67		
	2040 QS		04/25/2024	JANUARY 2024			$3,336.67		
	2053 QS		04/25/2024	FEBRUARY 2024			$3,336.67		
	2068 QS		04/25/2024	MARCH 2023			$3,336.67		
	2090 QS		04/25/2024	APRIL 2024			$3,336.67		
	2110 QS		04/30/2024	MAY 2024			$3,336.67		
3135	05/13/2024	Open			Accounts Payable	QUINLAN SECURITY SYSTEMS	$226.25		
	Invoice		Date	Description			Amount		
	20184		04/19/2024	lock repair			$226.25		
3136	05/13/2024	Open			Accounts Payable	RAG'S ELECTRIC	$2,000.00		
	Invoice		Date	Description			Amount		
	4827-April		04/01/2024	24GM Street light maintenance			$1,000.00		
	4827-March		03/01/2024	24GM street light maintenance			$1,000.00		
3137	05/13/2024	Open			Accounts Payable	RAINBOW PRINTING	$412.05		
	Invoice		Date	Description			Amount		
	415731		04/25/2024	150th ANNIVESARY			$35.00		
	415747		04/24/2024	#10 window utility bill envelopes			$377.05		
3138	05/13/2024	Open			Accounts Payable	RAY O'HERRON CO., INC.	$999.40		
	Invoice		Date	Description			Amount		
	2338968		04/25/2024	D. DYKSHORN			$670.00		
	2339225		04/25/2024	A. BEMBENEK - UNIFORM			$39.47		
	2338863		04/25/2024	T. BARNACLE - UNIFORM			$289.93		
3139	05/13/2024	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY	$2,086.93		
	Invoice		Date	Description			Amount		
	55331		04/22/2024	24GM blacktop			$608.31		
	55626		04/24/2024	24GM blacktop			$62.92		
	55619		04/23/2024	24GM blacktop			$1,007.93		
	55636		04/25/2024	24GM blacktop			$407.77		
3140	05/13/2024	Open			Accounts Payable	RUSSO POWER EQUIPMENT	$35.97		
	Invoice		Date	Description			Amount		
	SPI20605539		04/22/2024	saw belt			$35.97		
3141	05/13/2024	Open			Accounts Payable	SHOREWOOD HOME & AUTO, INC.	$37.99		
	Invoice		Date	Description			Amount		
	03-412520		04/29/2024	parts			$37.99		

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3142	05/13/2024	Open			Accounts Payable	SHRED-IT USA, LLC	$95.44		
	Invoice		Date	Description		Amount			
	8006901259		04/25/2024	SHREDDING		$95.44			
3143	05/13/2024	Open			Accounts Payable	SOUTHWEST CENTRAL DISPATCH	$27,854.78		
	Invoice		Date	Description		Amount			
	24-04-18 SCD		04/30/2024	MAY 2024		$27,854.78			
3144	05/13/2024	Open			Accounts Payable	TAI GINSBERG & ASSOCIATES LLC	$7,000.00		
	Invoice		Date	Description		Amount			
	3043		04/25/2024	APRIL 2024		$7,000.00			
3145	05/13/2024	Open			Accounts Payable	TATE, JAMIE, M	$16,190.80		
	Invoice		Date	Description		Amount			
	24-06		04/25/2024	3/4/24-3/17/24 planning services		$4,201.00			
	24-07		04/25/2024	3/18/24-3/31/24 planning services		$3,010.80			
	24-08		04/25/2024	4/1/24-4/14/24 planning services		$4,028.60			
	24-09		04/25/2024	4/15/24-4/30/24 planning services		$4,950.40			
3146	05/13/2024	Open			Accounts Payable	TERMINAL SUPPLY CO.	$484.99		
	Invoice		Date	Description		Amount			
	30311-00		04/16/2024	supplies		$484.99			
3147	05/13/2024	Open			Accounts Payable	TRUE BLUE CAR WASH	$371.00		
	Invoice		Date	Description		Amount			
	INV-APR		04/25/2024	APRIL 2024 VEHICLE MAIN./VEHICLE WASH		$371.00			
3148	05/13/2024	Open			Accounts Payable	UNIFIRST CORPORATION	$100.26		
	Invoice		Date	Description		Amount			
	1201076193		04/25/2024	1658751 - Village Hall carpet mats		$100.26			
3149	05/13/2024	Open			Accounts Payable	VIGILANT SOLUTIONS LLC	$1,872.00		
	Invoice		Date	Description		Amount			
	56981 RI		04/25/2024	SUBSCRIPTION RENEWAL		$1,872.00			
3150	05/13/2024	Open			Accounts Payable	WENTWORTH TIRE SERVICE, INC.	$949.08		
	Invoice		Date	Description		Amount			
	40077657		04/25/2024	tires		$939.08			
	40077658		04/25/2024	tire fee		$10.00			
3151	05/13/2024	Open			Accounts Payable	WILLOWBROOK FORD INC	$881.51		
	Invoice		Date	Description		Amount			
	6419004		04/30/2024	repair		$881.51			
3157	05/13/2024	Open			Accounts Payable	KNIGHT NICASTRO MACKAY LLC.	$16,112.77		
	Invoice		Date	Description		Amount			
	41726		05/09/2024	APRIL 2024 SERVICES		$16,112.77			
Type EFT Totals:					52 Transactions		$453,771.54	$184,545.85	$0.00

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	$391,849.82	$0.00
	Reconciled	2	$280.53	$280.53
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	67	$392,130.35	$280.53

Village of Lemont

Payment Register

From Payment Date: 4/25/2024 - To Payment Date: 5/15/2024

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

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	$269,225.69	$0.00
	Reconciled	2	$184,545.85	$184,545.85
	Voided	0	$0.00	$0.00
	Total	52	$453,771.54	$184,545.85

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	$661,075.51	$0.00
	Reconciled	4	$184,826.38	$184,826.38
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	119	$845,901.89	$184,826.38

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**65**	**$391,849.82**	**$0.00**
	Reconciled	**2**	**$280.53**	**$280.53**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**67**	**$392,130.35**	**$280.53**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**50**	**$269,225.69**	**$0.00**
	Reconciled	**2**	**$184,545.85**	**$184,545.85**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**52**	**$453,771.54**	**$184,545.85**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**115**	**$661,075.51**	**$0.00**
	Reconciled	**4**	**$184,826.38**	**$184,826.38**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**119**	**$845,901.89**	**$184,826.38**

Village of Lemont

Refunds in OpenGov

Building Permits/Contractor Licenses

April 13-May 6

Date Paid	Permit #	Permit Type	Applicant Name	Amount	Refund Method
4/24/2024	HVAC 24-11	HVAC Permit	Permit Group	$ 1,000.00	Credit Card
4/29/2024	ROOF 24-14	Roof Permit	David Scott	$ 1,000.00	Credit Card
4/30/2024	DECK 24-3	Deck Permit	Danielle Scaccia	$ 1,000.00	Credit Card
4/30/2024	DECK 24-7	Deck Permit	Kyle Remblake	$ 1,000.00	E-Check
4/29/2024	ROOF 24-17	Roof Permit	Richie Zieba	$ 1,000.00	Credit Card
5/6/2024	Sign 23-21	Sign Permit	Micah Can Bruggen	$ 1,000.00	Credit Card
5/6/2024	NRES 23-106	Residential Construction	Beechen & Dill	$ 5,000.00	Echeck

Total Refunds $ 11,000.00

NOTE: These are refunds processed in the online permitting software, OpenGov.

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:	Extension of Recommendation from Planning & Zoning Commission for Preliminary Planned Unit Development (PUD) for State Express
DATE:	May 13, 2024

SUMMARY/BACKGROUND
State Express appeared before the PZC for a public hearing on January 10, 2024 for approval of a Preliminary PUD at 10800 Route 83. They received a recommendation from the PZC with many conditions that they have been working toward remediating and addressing. According to Section 17.04.040 E., the 'Village Board shall act on the application within 90 days following the receipt of the recommendation of the hearing body or person, unless the petitioner agrees to an extension.' The request is to extend the PZC's recommendation 90 days from the date of this meeting and following a motion.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending a motion to approve.

BOARD ACTION REQUESTED
A motion to approve extension.

ATTACHMENTS

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:	Extension of Recommendation from Planning & Zoning Commission for Final Planned Unit Development (PUD) for Ozinga
DATE:	May 13, 2024

SUMMARY/BACKGROUND

Ozinga appeared before the PZC for a public hearing on January 10, 2024 for approval of a Final PUD at 11400 Old Lemont Road. According to Section 17.04.040 E., the 'Village Board shall act on the application within 90 days following the receipt of the recommendation of the hearing body or person, unless the petitioner agrees to an extension.' The request is to extend the PZC's recommendation 90 days from the date of this meeting and following a motion.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending a motion to approve the extension.

BOARD ACTION REQUESTED

A motion to approve the extension.

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Stacy Patrianakos, Administration
THROUGH:	George Schafer, Village Administrator
SUBJECT:	A Resolution Approving the Renewal of an Environmental Insurance Policy on Property Leased from the Metropolitan Water Reclamation District of Greater Chicago.
DATE:	May 13, 2024

SUMMARY/BACKGROUND
The Village of Lemont Board of Trustees approved a lease agreement between the Village and the Metropolitan Water Reclamation District (MWRD) of Greater Chicago on November 16, 2000, and amended on October 4, 2012. The Village secured the property for long-range recreational plans. The property is located south of the Chicago Sanitary & Ship Canal, east of the Lemont Heritage Quarry in Lemont, IL and known as Main Channel Parcels 24.05, 25.02 and 25.01. Total leasehold area of 99.50 acres.

ANALYSIS
A condition of the land-use is the usual MWRD requirement that the Village provide proof of environmental insurance coverage on the leased property. After discussion and analysis there doesn't appear to be any significant environmental issues on the site. However, the insurance is a standard requirement of MWRD's legal department to be in place during the term of the lease to cover any future environmental issues that may arise. The renewal cost of policy including fees: $20,625.00.

Consistency with Village Policy

STAFF RECOMMENDATION
Staff recommends approval of the renewal of three-year insurance policy as it is a more economical cost per year and the term provides necessary insurance coverage for a longer period of time.

BOARD ACTION REQUESTED
Motion to approve resolution.

ATTACHMENTS
MWRD_Lease_Insurance_Resolution.pdf 2024.docx
Revised - Village-of-Lemont-Beazley-ECLIPSE-Quote-06-May-2024.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING AN ENVIRONMENTAL INSURANCE POLICY ON PROPERTY LEASED FROM THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

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 May 13, 2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING AN ENVIRONMENTAL INSURANCE POLICY ON PROPERTY LEASED FROM THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

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

SECTION 1: Approval. The President and Board of Trustees hereby approve an environmental insurance policy on property leased by the Lemont which is owned by the Metropolitan Water Reclamation District (MWRD) of Greater Chicago. The property is located south of the Chicago Sanitary & Ship Canal, east of the Lemont Heritage Quarry in Lemont, IL and known as Main Channel Parcels 24.05, 25.02 and 25.01. Total leasehold area of 99.50 acres.

SECTION 2: The Village of Lemont Board of Trustees approved the lease agreement between the Village and the MWRD on August 9, 2021. The Village secured the property for long-range recreational plans. A condition of the land-use is the usual MWRD requirement that the Village provide proof of environmental insurance coverage on the leased property.

SECTION 3: A proposal for a three-year environmental insurance policy was submitted by Beazley Insurance Company. The renewal cost of policy including fees: $20,625.00.

SECTION 4: Authorization. The Village Board approves the purchase of the three-year environmental insurance policy. Village staff is hereby authorized and directed to secure the required insurance policy pursuant to the lease agreement with the MWRD.

SECTION 4: Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS_____DAY OF_____2024.

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 1

QUOTE ISSUED: 06-May-2024 12:52 PM This Quote will remain in effect until 05-Jun-2024.

Victor Insurance Managers Inc. - Houston, TX
Ann Ruot
3100 Wilcrest Dr.
Houston, TX 77042

QUOTE

Renewal of: W2E36B210101

Re: Village of Lemont
Beazley ECLIPSE
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)
Covered Location Pollution Liability Quotation #1

Dear Ann,

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following quote, subject to receipt, review and written acceptance of the following information:

1. Signed and dated Beazley environmental application.
2. A completed, signed and dated TRIA Endorsement

We are a specialist insurer with more than three decades of experience in providing clients with the highest standards of underwriting and claims service worldwide. All our insurance businesses are rated A (Excellent) by A.M. Best.

Insurer:	Syndicate 3623 at Lloyd's. (Non-Admitted)
Policy Form:	Beazley ECLIPSE - F00738 102019 ed.
First Named Insured:	Village of Lemont
Address:	418 Main Street Lemont, IL 60439
Policy Period:	From: TBD To: TBD Both dates at 12:01 AM Local Time at the First Named Insured's Address

This quote is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to discovery of any pollution condition, notice of any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and underwriting approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

INSURED: Village of Lemont

This quote will remain in effect until 05-Jun-2024.

1-Year: $15,000 + $525 (surplus lines tax 3.5%) + $12 (filing fee .08%) = $15,537

3-Year: $19,912 + $697 (surplus lines tax 3.5%) + $16 (filing fee .08%) = $20,625

Each Pollution Condition Limit	Aggregate Limit for the Policy Period	Each Pollution Condition Deductible	Premium	Term (Years)
$4,000,000	$4,000,000	$25,000	$15,000	1
$4,000,000	$4,000,000	$25,000	$19,912	3

Policyholder Disclosure Notice of Terrorism Insurance Coverage (Endorsement Attached):
This policy provides coverage for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. This optional coverage may be elected at an additional charge at the time of binding as outlined in the Terms and Conditions. If this coverage is elected, an additional premium will be charged and an endorsement providing this coverage will be added to the policy. If this coverage is rejected, an endorsement rejecting this coverage will be added to the policy.

Coverage	Coverage Provided?
I.A.1. New Pollution Conditions – (BI/PD and Cleanup)	Yes
I.A.2. New Pollution Conditions – 1st Party Discovery	Yes
I.B.1. Existing Pollution Conditions – (BI/PD and Cleanup)	Yes
I.B.2. Existing Pollution Conditions – 1st Party Discovery	Yes
I.C. Transportation	Yes
I.D. Non-Owned Location	Yes
I.E. Crisis and Reputation Management Expense	Yes
I.F. Business Interruption Costs	Yes

Terms and Conditions:

Period of Restoration:	365 Days
I.F. Deductible Period:	5 Days
Retroactive Date – I.B.:	Specific Date: 15-Jul-2017
Retroactive Date – I.C.:	Specific Date: 15-Jul-2017
Retroactive Date – I.D.:	Specific Date: 15-Jul-2017
Additional Claims Expenses Limit:	$250,000
Crisis and Reputation Expenses Coverage Each Pollution Condition Sublimit:	$250,000
Length of Optional Extension Period:	36 Months
Premium for Optional Extension Period:	200% of the premium for the Policy Period
TRIA - (if elected):	3% (not included in quoted Premium)
Choice of Law:	New York

INSURED: Village of Lemont

This quote will remain in effect until 05-Jun-2024.

Scheduled Covered Location(s):

This quote provides coverage for the following scheduled Covered Location(s):

Address	City	State	Zip Code	Use
Approximately 99.5 acres of vacant land consisting of: 1) approximately 85 acres commonly known as District Main Channel Atlas Parcels No. 24.05 (Lat 41.685380/Long -87.977228); and 25.02 (Lat 41.688008/Long -87.966757) located south and adjacent to the Chicago Sanitary and Ship Canal, east of Consumer's Quarry (a/k/a Turning Basin) and 2) approximately 14.50 acres know as Main Channel Parcel 25.01 (Lat 41.691630/Long -87.959375).	in or around Village of Lemont	IL		Undeveloped vacant land

Endorsements Effective At Inception:

1.	SCHEDULE	Lloyd’s Security Schedule
2.	NMA 2868 (Env)	Lloyd's Certificate
3.	NMA1256	Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
4.	NMA1477	Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
5.	NMA2918	War and Terrorism Exclusion Endorsement
6.	E06694 082020 ed.	U.S. Terrorism Risk Insurance Act of 2002 As Amended - Not Purchased Clause
7.	E06671 082020 ed.	Policyholder Disclosure Notice of Terrorism Insurance Coverage
8.	E14455 122020 ed.	Cyber Acts Clarification Endorsement
9.	E12412 012019 ed.	Minimum Earned Premium
10.	E13659 012020 ed.	Microbial Matter Exclusion
11.	E12462 012019 ed.	Additional Insured

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:

LLOYD'S SECURITY SCHEDULE

Syndicate 3623 100%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

SPECIMEN

CERTIFICATE PROVISIONS

Lloyd's Insurance

SPECIMEN

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.

2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.

3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.

5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

6. It is hereby understood and agreed that wherever the word ‘Policy’ appears herein it shall be deemed to read ‘Certificate.’

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

BEAZLEY ECLIPSE

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:

(a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or

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possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. any act of terrorism.

   For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for any amounts insured by this Insurance directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for any amounts insured by this Insurance directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

All other terms, exclusions and conditions of the policy remain unchanged.

(LMA 5390)

Authorized Representative

SPECIMEN

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80%; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of .
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

_____ _____

Policyholder/Applicant’s Signature

_____ _____

Print Name Policy Number

_____

Date

(LMA 9184)

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CYBER ACTS CLARIFICATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

It is hereby understood and agreed that this Policy does not contain a specific exclusion for cyber acts or cyber incidents.

Subject to all the terms and conditions of this Policy, coverage shall be provided under this Policy for any **Pollution Condition** in connection with a cyber act or cyber incident, whether involving malicious or non-malicious events.

Nothing in this Endorsement creates coverage not otherwise provided under this Policy.

Authorized Representative

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that in the event of cancellation pursuant to Cause **XV. CANCELLATION**, this Policy shall be subject to a minimum earned premium pursuant to the schedule below:

25% at the Inception Date of the Policy;
100% at the end of Year 1

All percentages above are percentages of the amount shown in Item 5. of the Declarations.

However, in the event a **Claim** or a **Pollution Condition** has been reported to the Underwriters pursuant to the terms of this Policy, then the Policy will be subject to a minimum earned premium of 100% at the Inception Date of the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

MICROBIAL MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following is added to Clause **VI. EXCLUSIONS**:

   Microbial Matter

   arising out of or resulting from the existence, exposure to, required removal or abatement of any **Microbial Matter**, regardless of the cause of such **Microbial Matter**.

2. The words **Microbial Matter** are deemed deleted from Clause **III. DEFINITIONS,** G. "**Cleanup Costs**", O. "**Indoor Air Quality Clean-Up Standards**" and Z. "**Pollution Condition**".

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement: 06-May-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **III. DEFINITIONS**, P. "**Insured**" is amended to include the following person(s) or entity(ies):

The Metropolitan Water Reclamation District of Greater Chicago, its Commissioners, officers, agents, and employees

but only:

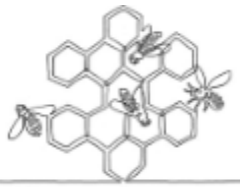
1. to the extent of liability arising out of the **Named Insured's** ownership, operation, maintenance or use of a **Covered Location** not otherwise excluded under this Policy, and excluding any liability arising from any act, error, omission or negligence of the entity(ies) scheduled under this Endorsement; and

2. if the entity(ies) scheduled under this Endorsement is/are named in a **Claim** as a co-defendant with the **Named Insured**, alleging that such entity(ies) is/are liable on the basis described in paragraph 1. above.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN



BEAZLEY ECLIPSE
ENVIRO **C**OVERED **L**OCATION **I**NSURANCE **P**OLICY (**S**ITE **E**NVIRONMENTAL)

NOTICE: This Policy provides coverage on a Discovery and/or Claims Made and Reported Basis and the payment of **Claims Expenses** reduces the applicable Limits of Liability. Please review the coverage afforded under this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of the premium and reliance upon the statements in the **Application**, which is deemed a part of this Insurance Policy and subject to the Limit of Liability, Deductible, Exclusions, conditions and other terms of this Insurance, the Underwriters agree with the **First Named Insured** as follows:

I. INSURING CLAUSE

THE FOLLOWING COVERAGES ARE IN EFFECT ONLY IF INDICATED WITH A "YES" IN ITEM 13. OF THE DECLARATIONS.

A. **Covered Location Pollution Liability Coverage - New Pollution Conditions**

To pay on behalf of the **Insured**:

1. **Cleanup Costs**, **Damages** and **Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable; and/or

2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable;

provided that, such **Pollution Condition**:

a. first commenced on or after the Inception Date stated in Item 2. of the Declarations and before the end of the **Policy Period**; and

b. is on, at, under or migrated from a **Covered Location.**

B. **Covered Location Pollution Liability Coverage - Existing Pollution Conditions**

To pay on behalf of the **Insured**:

1. **Cleanup Costs**, **Damages** and **Claims Expenses**, in excess of the Deductible which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable; and/or

2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable;

provided that, such **Pollution Condition**:

a. first commenced on or after the Retroactive Date, if any, set forth in Item 6.(a) of the Declarations and before the Inception Date stated in Item 2. of the Declarations; and

b. is on, at, under or migrated from a **Covered Location**.

C. **Transportation Pollution Liability Coverage**

To pay on behalf of the **Insured**:

Cleanup Costs, **Damages** and **Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**, or within the Extended Reporting Period, if applicable, wholly occurring during and resulting solely from **Transportation**; provided that such **Pollution Condition** first commenced on or after the Retroactive Date set forth in Item 6.(b) of the Declarations and before the end of the **Policy Period**.

This Insuring Clause shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

D. **Non-Owned Location Pollution Liability Coverage**

To pay on behalf of the **Insured**:

Cleanup Costs, **Damages** and **Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**, or within the Extended Reporting Period, if applicable, provided that such **Pollution Condition**:

1. first commenced on or after the Retroactive Date stated in Item 6.(c) of the Declarations and before the end of the **Policy Period**; and

2. is on, at, under or migrated from a **Non-Owned Location**.

E. **Crisis and Reputation Management Expenses Coverage**

To pay the **Named Insured Crisis Management Expenses** and/or **Reputation Management Expenses** in excess of the Deductible because of a **Pollution Condition** that is on, at, under or migrated from a **Covered Location** that:

1. is the subject of material adverse regional or national news media coverage for the **Named Insured**;

2. results in **Cleanup Costs** and/or **Damages** for a **Pollution Condition** that is reported to the Underwriters and covered under Insuring Clause I.A or I.B of the Policy; and

3. the **Crisis Management Expenses** and/or **Reputation Management Expenses** are reported, in writing, to the Underwriters during the **Policy Period** and within seventy-two (72) hours after the **Named Insured** incurs or assumes **Reputation Management Expenses** and/or **Crisis Management Expenses** during the **Policy Period**.

In the event that **Crisis Management Expenses** and/or **Reputation Management Expenses** are caused by a **Pollution Condition** and some other cause(s), the Underwriters shall only provide coverage for that portion of **Crisis Management Expenses** and/or **Reputation Management Expenses** caused solely by the **Pollution Condition**.

F. **Business Interruption Costs Coverage**

To pay the **Named Insured Business Interruption Costs** caused directly by a **Pollution Condition** on, at or under a **Covered Location**, provided that:

1. such **Pollution Condition** results in **Cleanup Costs** covered under Insuring Clause I.A or I.B of this Policy; and

2. the **Business Interruption Costs** are reported, in writing, to the Underwriters during the **Policy Period**.

In the event that **Business Interruption Costs** are caused by a **Pollution Condition** and some other cause(s), the Underwriters shall only provide coverage for that portion of **Business Interruption Costs** caused solely by the **Pollution Condition**.

II. SUPPLEMENTARY PAYMENTS

Supplementary Payments made under this Clause are not subject to the Deductible set forth in Item 4. of the Declarations and are payable by the Underwriters in addition to the Limits of Liability as set forth in Clause VII.

Defendants Reimbursement

Upon the Underwriters' request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. Beginning on the fourth day of attendance, the Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses that result from such attendance. The maximum aggregate amount that the Underwriters shall reimburse is $500 total per day for all **Insureds**, subject to a maximum aggregate amount of $10,000 for each **Claim**.

III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

A. "**Application**" means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted prior to the date the Policy, or as applicable, a post binding **Covered Location**, was bound, in connection with the underwriting of this Policy, including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.

B. "**Bodily Injury**" means physical injury, sickness or disease, including death resulting therefrom, and any accompanying mental anguish, emotional distress or shock sustained by any person.

C. "**Business Interruption Costs**" means the sum of the following:

1. the **Named Insured**'s net income, which is calculated as net profit, if any, that would have been earned before taxes (or if there is a net loss before taxes, the net loss is deducted);

2. the **Named Insured**'s continuing normal operating expenses incurred excluding payroll not deducted in 1. above;

3. **Extra Expense**; and

4. **Rental Value**

due to the reasonable and necessary suspension of the **Named Insured's** business operations during the **Period of Restoration** at a **Covered Location**. These sums will be reduced to the extent that the **Named Insured** can resume business operations, in whole or in part, at the **Covered Location**, or by making use of other location(s).

Business Interruption Costs shall not include any costs associated with: 1) costs incurred as a result of unfavorable business conditions, 2) loss of market or any other consequential loss, 3) costs associated with crisis management or reputational damage, 4) revoked or modified licenses, permits or, similar types of authorizations from a governmental agency, 5) legal costs or legal expenses, or 6) any costs associated with preventing any **Pollution Condition**.

D. "**Cargo**" means waste, materials, goods or products transported by automobile, aircraft, watercraft or rolling stock for delivery by a **Named Insured**, or a third party carrier on the **Named Insured's** behalf, provided that the **Named Insured** or third party carrier is properly licensed to transport such waste, materials, goods or products.

E. "**Claim**" means:

1. a written demand received by an **Insured** for money or services or alleging liability or responsibility, including, but not limited to, the service of suit or institution of arbitration proceedings; or

2. a court or government agency order or government or regulatory action filed against the **Insured**.

F. "**Claims Expenses**" means:

1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed;

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed; and

3. premiums for appeal bonds for judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a **Pollution Condition** to which this Insurance applies, provided, however, that the Underwriters shall have no obligation to appeal the underlying judgment or to obtain such bonds.

Except as set forth in Clause II., **Claims Expenses** do not include any goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of a **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**.

G. "**Cleanup Costs**" means:

1. reasonable and necessary costs, charges and expenses incurred (if by an **Insured**, then only with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed) in the investigation, assessment, removal, disposal, containment, treatment, remediation (including the associated testing and monitoring) or neutralization of a **Pollution Condition**, to the extent required by **Environmental Laws**, required by a **Licensed Site Professional** or required to satisfy the **Insured's** obligations under a federal or state voluntary cleanup program, or with respect to **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories, and legionella pneumophilia, reasonable and necessary costs, charges and expenses required by **Indoor Air Quality Clean-Up Standards**;

2. payments for civil fines, civil penalties, punitive damages, exemplary damages or any damages which are a multiple of compensatory damages, to the extent insurable by law, but only in connection with a **Claim** for **Cleanup Costs** covered under subparagraph 1. above;

3. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed, incurred in connection with any such **Cleanup Costs**;

4. reasonable and necessary **Restoration Costs**; and

5. reasonable and necessary expenses incurred to respond to an imminent and substantial endangerment to the public health or welfare or to the environment because of a **Pollution Condition**; provided that, the **Named Insured** shall forward written notice to the Underwriters of any action taken and expense incurred pursuant to this section as soon as practicable, but in no event later than seventy-two (72) hours after any such **Cleanup Costs** have been incurred or assumed.

H. "**Covered Location**" means any location specified in Item 9. of the Declarations or in a Covered Location Endorsement attached to this Policy.

I. "**Crisis Management Expenses**" means the following reasonable fees, costs, charges and expenses of a qualified and licensed crisis management firm incurred by the **Named Insured** during a **Period of Crisis** for:

1. medical expenses;
2. funeral expenses;
3. psychological counseling;
4. travel expenses;
5. temporary living expenses; and
6. security expenses;

Crisis Management Expenses do not include **Reputation Management Expenses**, **Damages**, **Cleanup Costs**, **Business Interruption Costs** or any **Claims Expenses**.

J. "**Damages**" means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon, incurred for **Property Damage** and/or **Bodily Injury**, including any required medical monitoring when accompanied by such **Bodily Injury**.

The term **Damages** shall not include or mean:

1. taxes or loss of tax benefits;

2. criminal fines, sanctions or criminal penalties assessed against the **Insured**;

3. civil fines, civil penalties punitive damages, exemplary damages or any damages which are a multiple of compensatory damages assessed against the **Insured**, unless insurable by law and assessed in connection with a **Claim** for **Property Damage** and/or **Bodily Injury**;

4. liquidated damages;

5. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;

6. matters deemed uninsurable under the law pursuant to which this Policy is construed; or

7. goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters and in accordance with Clause II.

K. "**Engineering Controls**" means physical modifications to a **Covered Location** to reduce or eliminate the potential for exposure to **Pollution Conditions**.

L. "**Environmental Laws**" means any federal, state, provincial or local laws, including but not limited to statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to **Pollution Conditions** to which this Insurance applies.

M. "**Extra Expense**" means the reasonable and necessary expenses incurred by the **Named Insured**, over and above the **Named Insured**'s continuing normal operating expenses, during the **Period of Restoration**, that the **Named Insured** would not have incurred had there been no suspension of business operations, provided that the expenses are incurred to avoid or minimize the suspension of business and to continue business operations:

1. at the **Covered Location**, or

2. at replacement or temporary location(s), including:

   i. relocation expenses; and

   ii. cost to equip and operate the replacement or temporary location(s).

Extra Expense shall be reduced by any salvage value of property obtained for temporary use during the **Period of Restoration** that remains after resumption of normal business operations. **Extra Expense** shall not include any amounts associated with: 1) costs, fees or expenses incurred as a result of unfavorable business conditions, 2) loss of market or any other consequential loss, 3) crisis management or reputational damage, 4) revoked or modified licenses, permits or, similar types of authorizations from a governmental agency, 5) legal and accounting costs, fees or expenses, including but not limited to any such amounts incurred in connection with defending or pursuing any litigation or in preparation for any litigation, 6) interest, including but not limited to the interest on money borrowed to finance any construction; 7) taxes, including but not limited to realty taxes and other, similar assessments; 8) advertising and promotional costs, fees or expenses; and 9) commissions and any other costs, fees or expenses resulting from the renegotiation of leases; 10) costs arising from any delay, lost opportunity, or additional overhead incurred by the contractor, 11) architect, engineering, design and consultant costs, fees and expenses and/or 12) preventing any **Pollution Condition**. Subject to the terms and conditions of this Policy, the Underwriters will pay no more for **Extra Expense** than the percentage shown below multiplied by the Limit of Liability stated in Item 3(a) of the Declarations. If the **Period of Restoration** is:

1. 30 days or less, the percentage applied to the Limit of Liability shall be 40%.

2. 31-60 days, the percentage applied to the Limit of Liability shall be 80%.

3. 61 days or more, the percentage applied to the Limit of Liability shall be 100%.

N. "**First Named Insured**" means the person or entity specified in Item 1. of the Declarations.

O. "**Indoor Air Quality Clean-Up Standards**" means standards for the investigation and remediation of **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories, and legionella pneumophilia, imposed by a federal, state, local or provincial governmental authority pursuant to a law or regulation governing the investigation and remediation of **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories and/or legionella pneumophilia. If no standards have been imposed by such authority, then the standards for investigation and remediation shall be those necessary to protect human health at the **Covered Location** which shall be determined as follows:

1. With respect to **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories, by a Certified Industrial

Hygienist, or similarly qualified health and safety professional, retained with the prior written consent of the Underwriters and experienced in performing investigation and remediation of **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories.

2. With respect to legionella pneumophilia, to the extent required in writing by the Centers for Disease Control or local health department.

The applicable standards shall be those which applied to the use of the **Covered Location** identified by the **Insured** in the statements and information contained in the **Application** submitted to the Underwriters prior to the date the Policy is bound, or prior to adding such locations as a **Covered Location** specified in Item 9 of the Declarations.

P. "**Insured**" means:

1. the **Named Insured**;

2. any other entity added as an additional **Insured** by Endorsement to the policy;

3. a present or former director or officer, or, in the case of a limited liability company, a member or manager of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

4. a present or former employee of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business;

5. a present or former principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**; and

6. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be entitled to coverage under this Insurance.

Q. "**Institutional Controls**" means legal and administrative restrictions on the use of or access to a **Covered Location**, which are designed to reduce or eliminate the potential for exposure to **Pollution Conditions**.

R. "**Licensed Site Professional**" means a licensed environmental scientist or engineer that is in good standing with, and acting under the authority of federal, state, provincial or local laws for the purpose of addressing **Pollution Conditions** at a **Covered Location**.

S. "**Material Change in Use**" means any change in use or operations at a **Covered Location** from the use or operations identified by the **Insured**:

1. in the **Application** submitted to the Underwriters prior to the date the Policy was bound, or

2. prior to adding such location as a **Covered Location** specified in Item 9. of the Declarations

that materially increases the likelihood or severity of a **Pollution Condition**, or results in the imposition of more stringent remediation standards than those applicable to the **Covered Location** as of the date the Policy was bound or the date the **Covered Location** was added to the Policy, whichever is later.

T. "**Microbial Matter**" means fungi, mold or mildew.

U. "**Named Insured**" means:

1. the **First Named Insured**;

2. any other entity added as an additional **Named Insured** by endorsement to the policy; and

3. any corporations, partnerships, companies or other entities which, at the Inception Date of the Policy, or for such time during the **Policy Period,** the **First Named Insured** has at least 50% ownership interest, but solely with respect to liability arising out of the ownership, operation, maintenance or use of a **Covered Location**.

V. "**Natural Resource Damage**" means physical injury to, or destruction of, and the resulting loss of use and loss of value (and the cost for assessment and replacement as a result of such injury, destruction or loss required by law to restore the natural resources to their baseline conditions as they existed immediately prior to the **Pollution Condition**) of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et. seq.), any state, local or provincial government, any foreign government, any Native American Tribe or if such resources are subject to a trust restriction on alienation, any member of a Native American Tribe.

W. "**Non-Owned Location**" means any location in the United States, its territories or possessions, which is not managed, operated, owned or leased by any **Insured** or an affiliate of any **Insured** and is used by an **Insured**:

1. for the storage, warehousing or distribution of goods or products owned by an **Insured** and which originate from a **Covered Location**, or

2. for the treatment, storage or disposal of waste or materials generated at a **Covered Location**, provided that such location:

   a. is properly permitted and/or licensed by the applicable federal, state, local or provincial authorities to accept such waste or materials as of the date the waste or materials are treated, stored or disposed of at such location; and

   b. is not listed on a proposed or final Federal National Priorities List and/or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at such location; and

   c. is not owned or operated by a bankrupt or financially insolvent entity as of the date the waste or materials are treated, stored or disposed of at such location.

X. "**Period of Restoration**" means the period of time that begins after the Deductible Period set forth in Item 4.(b) of the Declarations and ends with the earliest of:

1. the date the **Named Insured** may reasonably resume its normal business operations at the **Covered Location**;

2. the date the **Named Insured** should have resumed its normal business operations at the **Covered Location** had it used reasonable skill, speed, and effort to do so;

3. the date the **Named Insured** may reasonably resume its normal business operations at a new location; or

4. when the number of days shown in Item 3.(e) **Period of Restoration** Sublimit have elapsed.

The **Period of Restoration** does not include any delay in time caused by the interference by a **Named Insured** with restoring the property or with the resumption or continuation of business operations. The expiration date of this Policy will not reduce the **Period of Restoration**, nor shall the Extended Reporting Period extend it.

Y. "**Policy Period**" means the period of time between the Inception Date stated in Item 2. of the Declarations and earlier of the Expiration Date stated in Item 2. of the Declarations, or any termination, expiration or cancellation of this Insurance, if applicable, and specifically excludes any Extended Reporting Period or any prior policy period or renewal period.

Z. "**Pollution Condition**" means the

1. actual or alleged discharge, dispersal, release, escape, migration, seepage, or

   illicit abandonment on or after the Inception Date shown in Item 2. of the Declarations, by a third party without an **Insured's** consent,

   of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, chemicals, toxic or hazardous substances, waste materials, including medical infectious and pathological waste, low-level radioactive waste and material into or upon land or structures thereupon, the atmosphere or any watercourse, body of water or groundwater, in concentrations or amounts in excess of those naturally occurring or present in the environment, which results in **Bodily Injury**, **Property Damage** or **Cleanup Costs** to which this Insurance applies; and

2. presence of legionella pneumophilia, methamphetamines or other chemicals associated with methamphetamine laboratories, and **Microbial Matter** on, at or within any structures or buildings on or at the **Covered Location**;

Pollution Condition does not include any exposure to infected humans or animals, or contact with bodily fluids or infected humans or animals.

AA. "**Property Damage**" means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof;

2. loss of use of tangible property that has not been physically injured or destroyed;

3. diminished value of property owned by third parties, but only where there is physical injury to or destruction of such tangible property; or

4. **Natural Resource Damage**.

Property Damage does not include **Cleanup Costs**.

BB. "**Rental Value**" means the loss of any anticipated rental income the **Named Insured** would have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location**(s) to a third party not owned by, affiliated with, or connected in any way to any **Named Insured**, less any rental income the **Named Insured** actually earned or could have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location**(s) or by making use of other property. **Rental Value** does not apply to any loss included in subparagraphs (1)-(3) of the definition of **Business Interruption Costs**.

CC. "**Reputation Management Expenses**" means reasonable fees, costs, charges and expenses of, or at the direction of, a qualified public relations firm incurred by the **Named Insured** during a **Period of Crisis** to mitigate material adverse effects upon the **Named Insured's** reputation and to maintain and/or restore public confidence in the **Named Insured**, including but not limited to amounts for advising, printing, advertising, mailing of materials, or travel by the **Named Insured's** directors, officers, employees, or agents, or the public relations firm to the extent incurred at the direction of the public relations firm. **Reputation Management Expenses** do not include **Crisis Management Expenses**, **Damages, Cleanup Costs, Business Interruption Costs** or any **Claim Expenses**.

DD. "**Restoration Costs**" means costs incurred by an **Insured**, in order to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during the course of investigating, assessing, removing, disposing, containing, treating, remediating or neutralizing a covered **Pollution Condition**. Such costs shall not exceed the actual cash value of such real or personal property immediately prior to such damage, or include costs associated with improvements or betterments. Actual cash value shall be calculated by taking the cost to replace such real or personal property, immediately prior to such damage, minus the accumulated depreciation of the real or personal property.

EE. **Period of Crisis** means the period of time that begins on the date that a **Pollution Condition** covered under Insuring Clause I.A. or I.B. of this Policy results in material adverse regional or national news media coverage for the **Named Insured** and ends the earlier of the date: (1) the Underwriters, in their sole discretion, determine that there is no reasonable basis that the **Pollution Condition** has or will continue to result in material adverse regional or national news media coverage against the **Named Insured**; or (2) when the applicable Sublimits of Liability set forth in Item 3(d) of the Declarations have been exhausted.

FF. "**Responsible Insured**" means:

1. any director, officer, principal, partner, or, in the case of a limited liability company, member or manager of the **Named Insured**;

2. any manager or supervisor of the **Named Insured** responsible for environmental health and safety affairs, control or compliance;

3. any insurance manager or any member of the risk management or legal department of the **Named Insured**; and/or

4. any manager of a **Covered Location**.

GG. "**Transportation**" means the movement of **Cargo** to or from (i) a **Covered Location**, and/or (ii) any location qualifying as a **Non-Owned Location** under Clause III, **DEFINITION** X.1. only, and includes the loading and unloading of **Cargo** onto or from an automobile, aircraft, watercraft or rolling stock provided that the loading and unloading is performed by or on behalf of the **Insured**. **Transportation** does not include **Cargo** that has been unloaded from the automobile, aircraft, watercraft or rolling stock transporting it.

HH. "**Underground Storage Tank**" means any stationary container or vessel, including the associated piping and ancillary equipment connected thereto, which is:

1. ten percent (10%) or more beneath the surface of the ground;

2. constructed primarily of non-earthen materials; and

3. designated to contain any substance.

IV. DEFENSE, SETTLEMENT AND INVESTIGATION

A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Cleanup Costs** and/or **Damages** to which this Insurance applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the **Application,** statements made in the **Application** and with respect to coverage.

C. If the **Insured** refuses to consent to any settlement or compromise of a **Claim** recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability associated with such **Claim** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of the defense to the **Insured**.

D. The Underwriters shall not be obligated to pay any **Cleanup Costs**, **Damages**, **Claims Expenses**, **Business Interruption Costs**, **Crisis Management Expenses** or **Reputation Management Expenses** or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Cleanup Costs**, **Damages**, **Claims Expenses**, **Business Interruption Costs**, **Crisis Management Expenses** and/or **Reputation Management Expenses**.

E. If an **Insured** and the Underwriters jointly agree to utilize mediation as a means to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved as a direct result of the mediation, the applicable Each **Pollution Condition** deductible shall be reduced by 50% subject to a maximum reduction of $50,000. Mediation means a formal alternative dispute resolution process involving a neutral third party.

V. TERRITORY

Subject to Clause III.W., this Policy applies to any **Claim** made and any **Pollution Condition** arising anywhere in the world where permitted by applicable law.

VI. EXCLUSIONS

The coverage under this Insurance does not apply to any amounts:

A. **Intentional Acts**

arising out of or resulting from any actual or alleged **Pollution Condition** that results from a **Responsible Insured's** intentional disregard of, or wilful, deliberate, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, order or instruction by or on behalf of any governmental agency or representative.

B. **Prior Knowledge**

arising out of or resulting from any actual or alleged **Pollution Condition** existing prior to the Inception Date stated in Item 2. of the Declarations, or the date on which a post binding **Covered Location** was added by Endorsement, if applicable, and known by a **Responsible Insured**, except to the extent specifically disclosed in the **Application** for this Policy or specifically disclosed in a document listed on a Disclosed Document Endorsement scheduled to this Policy. Any **Pollution Condition** disclosed and not otherwise excluded under this Policy or by endorsement shall be deemed to have been first discovered as of the date the **Covered Location** was added to this Policy.

C. **Insured Versus Insured**

arising out of or resulting from a **Claim** made by or on behalf of any **Insured** against any other person or entity who is also an **Insured**. This exclusion does not apply to:

1. any **Claim** involving a **Named Insured** and any other person or entity who is also an **Insured**, in which the underlying action is initiated by a third party who is not an **Insured**, such as an action for contribution or cross claim; or

2. any **Claim** that arises out of an indemnification given by one **Insured** to another **Insured** as specified in a contract approved by the Underwriters and identified on a Schedule of Insured Contracts Endorsement attached to this Policy.

D. **Assumption of Contractual Liability of Others**

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except to the extent:

1. the **Insured** would have been liable in the absence of such contract or agreement; or

2. provided under contracts approved by the Underwriters and identified on a Schedule of Insured Contracts Endorsement attached to this Policy.

E. **Asbestos / Lead**

arising out of or resulting from asbestos or lead; provided, that this exclusion does not apply to:

1. any **Claim** for **Damages**, except for **Natural Resource Damages**, and **Claims Expenses** arising therefrom, under Insuring Clause I.A. or I.B. of this Policy;

2. Insuring Clause I.A. or I.B. of this Policy to the extent of asbestos or lead, or any materials containing asbestos or lead, in soil or in any surface water or in groundwater; or

3. Insuring Clause I.C. or I.D. of this Policy.

F. **Employers Liability and Workers Compensation**

arising out of or resulting from:

1. **Bodily Injury** to any employee of any **Insured** arising out of and in the course of:

   a. employment by an **Insured**; or

   b. performing duties related to the conduct of an **Insured's** business; or

2. **Bodily Injury** to any spouse (or person living together as spouse), child, parent, brother, sister or dependent of the employee as a consequence of 1. above; or

3. any **Insured's** employment obligations, decisions, practices or policies as an employer; or

4. any obligation for which the **Insured** or its insurance carrier(s) may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

G. **Products Liability**

arising out of or resulting from any goods or products designed, manufactured, sold, handled, distributed, installed, altered or repaired, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, by (i) the **Insured**, (ii) others trading under the **Insured's** name; or (iii) a person or organization whose business or assets an **Insured** has acquired.

This exclusion only applies to the extent the **Pollution Condition** took place away from a **Covered Location** and after physical possession of such goods or products has been relinquished by the **Insured** to others.

This exclusion shall not apply to **Non-Owned Locations** under subparagraph X.1. provided that the **Insured** has retained uninterrupted ownership of such goods or products, or to Insuring Clause I.C. of this Policy.

H. **Property Damage to an Insured's Property**

arising out of or resulting from, any **Property Damage** to any property owned, leased or operated by, or in the care, custody or control of an **Insured**, even if such **Property Damage** is incurred to avoid or mitigate **Damages**, **Cleanup Costs**, **Business Interruption Costs**, **Crisis Management Expenses** or **Reputation Management Expenses**, to which this Insurance applies.

I. **New Pollution Conditions at Divested Property**

arising out of or resulting from a **Pollution Condition** on, at, under or migrating from a **Covered Location**, where such **Pollution Condition** first commences after such **Covered Location** was sold, given away or abandoned by the **Insured** or condemned during the **Policy Period**.

J. **Aircraft, Auto or Watercraft**

arising out of or resulting from the ownership, operation, maintenance, use, loading and unloading, or entrustment to others of any aircraft, automobile or watercraft beyond the boundaries of a **Covered Location**.

This exclusion shall not apply to Insuring Clause I.C. of this Policy.

K. **Material Change In Use**

arising out of or resulting from a **Material Change In Use**.

L. **Failure to Maintain Institutional Controls or Engineering Controls**

arising out of or resulting from:

1. the failure to monitor, maintain or enforce the **Institutional Controls** or **Engineering Controls** for a **Covered Location**; or

2. costs associated with implementing, designing, installing, operating, monitoring, maintaining or enforcing the existing **Institutional Controls** or **Engineering Controls** in place on or before the Inception Date stated in Item 2. of the Declarations.

M. **Underground Storage Tank**

arising out of or resulting from the existence of any **Underground Storage Tank** at a **Covered Location**. This exclusion shall not apply to:

1. an **Underground Storage Tank** at a **Covered Location** that is closed, abandoned in place or removed prior to the Inception Date stated in Item 2. of the Declarations, in accordance with all applicable federal, state, local or provincial regulations in effect at the time of closure, abandonment or removal;

2. an **Underground Storage Tank** identified and described in a Schedule of Underground Storage Tank Endorsement attached to the Policy;

3. an **Underground Storage Tank** at a **Covered Location**, the existence of which is not known to any **Responsible Insured** as of the Inception Date stated in Item 2. of the Declarations or the date on which a post binding **Covered Location** was added by Endorsement, if applicable;

4. a flow-through process tank, including oil/water separators and/or septic tanks at a **Covered Location**; or

5. a storage tank situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) at a **Covered Location** if the storage tank is situated upon or above the surface of the floor.

VII. LIMIT OF LIABILITY

A. The Each **Pollution Condition** Limit of Liability stated in Item 3.(a) of the Declarations is the limit of the Underwriters' liability for all covered amounts arising out of any single **Pollution Condition,** except as set forth in Paragraph G. below.

B. The Aggregate Limit of Liability for the **Policy Period** stated in Item 3.(b) of the Declarations is the Underwriters' total Limit of Liability for all covered amounts arising out of all **Pollution Conditions** covered by this Policy**,** except as set forth in Paragraph F. below.

C. The Limit of Liability available to pay **Damages**, **Cleanup Costs, Business Interruption Costs, Crisis Management Expenses** and **Reputation Management Expenses** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Cleanup Costs**, **Damages**, **Claims Expenses Business Interruption Costs, Crisis Management Expenses** and **Reputation Management Expenses** shall be applied against the applicable Deductible.

D. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the applicable Limit of Liability.

E. The **Crisis and Reputation Management Expenses Coverage** Aggregate **Pollution Condition** Sublimit stated in Item 3.(d) of the Declarations, if any, is the limit of the Underwriters' liability for all **Crisis Management Expenses** and/or **Reputation Management Expenses** under the Policy.

The Sublimit of Liability stated in Item 3.(d) is part of, reduces and is subject to the Limit of Liability stated in Item 3.(a) and (b) of the Declarations.

If the remaining Limit of Liability stated in Item 3.(a) and (b) is less than the applicable Sublimit of Liability, the remaining Each **Pollution Condition** Limit or Aggregate for the **Policy Period** Limit is the most that will be available for payment of coverage provided under the Policy subject to the Sublimit of Liability.

F. The Limit of Liability for the Extended Reporting Period shall be part of, and not be in addition to, the Limit of Liability of the Underwriters for the **Policy Period**.

G. The Additional **Claims Expenses** Limit of Liability stated in Item 3.(c) of the Declarations, if any, is separate and in addition to the Each **Pollution Condition** Limit of Liability.

Payments of **Claims Expenses** by Underwriters shall first reduce the Additional **Claims Expenses** Limit of Liability in Item 3.(c) of the Declarations, if applicable. If the Additional **Claims Expenses** Limit of Liability is fully eroded, then any additional payments of **Claims Expenses** shall reduce the applicable Each **Pollution Condition** and Aggregate Limits of Liability. The Underwriter's total liability for all **Pollution Conditions** under this Policy, inclusive of **Claims Expenses**, shall not exceed the sum of the aggregate limit amounts shown in in Items 3.(b) and 3.(c) of the Declarations.

VIII. RELATED POLLUTION CONDITIONS

A. The same, continuous repeated or related **Pollution Conditions** shall be considered a single **Pollution Condition**, irrespective of the number of claimants or **Insureds** involved in the **Claim** or the number of **Claims** made, subject to the Limit of Liability applicable in the Policy Period when the first such **Pollution Condition** was reported to the Underwriters.

B. If an **Insured**:

1. first discovered a **Pollution Condition** during the policy period of a policy issued by the Underwriters prior to the Inception Date stated in Item 2. of the

Declarations, and reported it to the Underwriters in accordance with the terms of that prior policy; and/or

2. reported a **Claim** to the Underwriters during the policy period of a policy issued by the Underwriters prior to the Inception Date stated in Item 2. of the Declarations, in accordance with the terms of that prior policy,

and this Policy provides coverage on substantially the same basis as such prior policy, then all of the same, continuous repeated or related **Pollution Conditions**, and/or all **Claims** arising from the same, continuous, repeated or related **Pollution Conditions**, shall be subject only to the applicable Limits of Liability under the first such policy issued by the Underwriters.

IX. DEDUCTIBLE

A. Except with respect to Insuring Clause I.F., the Deductible stated in Item 4.(a) of the Declarations applies separately to each **Pollution Condition** and one Deductible shall apply to all coverage under the Policy arising from the same, continuous, repeated or related **Pollution Conditions**.

The **First Named Insured** shall satisfy the Deductible by payment of amounts covered by this Policy to third parties designated by the Underwriters, with Underwriters' prior written consent (not to be unreasonably withheld). Payments of any amounts not covered by this Policy or without Underwriters' prior written consent shall not satisfy the applicable Deductible. Payments made by any **Insured** in satisfaction of deductible obligations under any other insurance shall not satisfy the applicable Deductible under this Policy.

B. With respect to Insuring Clause I.F, the Deductible stated in Item 4.(b) of the Declarations applies separately to each **Pollution Condition** with respect to all **Business Interruption Costs** covered under the Policy arising from the same, continuous, repeated or related **Pollution Conditions**.

C. Full payment of the Deductible is a condition precedent to the payment by the Underwriters of any amounts under the Policy. Underwriters shall be liable only for the amounts in excess of the Deductible, subject to the Underwriters total liability not exceeding the applicable Limits of Liability. The Deductible amount does not reduce the Limit of Liability.

X. NOTICE OF CLAIM AND DISCOVERY OF POLLUTION CONDITION

A. With respect to Insuring Clauses I.A.1., I.B.1., I.C. and I.D., if any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under Section XI. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

B. With respect to Insuring Clauses I.A.2. and I.B.2., the **Insured** shall forward written notice to the Underwriters as soon as practicable after a **Responsible Insured** becomes aware of any **Pollution Condition**, but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under section XI. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Notice shall include, at a minimum, information

sufficient to identify the **Insured**, the **Covered Location** affected, the names of persons with knowledge of the **Pollution Condition**, and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Condition**, and any resulting injuries or damages and remedial steps proposed to be undertaken by the **Insured**.

C. With respect to Insuring Clause I.E., the **Named Insured** shall forward written notice to the Underwriters of any action taken and expenses incurred as soon as practicable, but in no event later than seventy-two (72) hours after the **Named Insured** incurs or assumes **Reputation Management Expenses** and/or **Crisis Management Expenses**. The **Underwriters** reserve the right in their sole discretion after the first seventy-two (72) hours following the commencement of the **Pollution Condition** to determine (1) if the **Pollution Condition** has or will result in material adverse regional or national news media coverage against the **Named Insured**, or (2) the reasonable type and scope of services, and rates and charges associated with **Crisis Management Expenses** and/or **Reputation Management Expenses** and thereafter the **Named Insured** shall not incur or assume any further or additional **Crisis Management Expenses** and/or **Reputation Management Expenses** without the written consent of the Underwriters.

Written notice of a **Pollution Condition** that gives rise to **Reputation Management Expenses** and/or **Crisis Management Expenses** shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include:

1. a description of the **Pollution Condition**;

2. the **Named Insured**'s basis for a good faith opinion of material adverse regional or national news media coverage;

3. reasonably obtainable and available information regarding any **Claim** or requests for **Cleanup Costs**; and

4. a description of any **Crisis Management Expenses** and/or **Reputation Management Expenses** incurred or planned to be incurred including identification of service providers.

Any payment under Insuring Clause I.E. shall not determine or waive any of the Underwriters' rights or obligations or create a duty to defend any **Claim** or to pay any **Cleanup Costs** under any other provision of the Policy; nor shall it waive the **Insured's** obligations to provide notice of **Claim** and/or discovery of **Pollution Condition** under the Policy as set forth in Clause X.A or X.B. of the Policy.

D. With respect to Insuring Clause I.F., the **Named Insured** shall forward written notice to the Underwriters as soon as practicable after the **Named Insured** becomes aware of any **Business Interruption Costs** loss but in no event shall such notice be provided after the expiration of the **Policy Period**. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations.

Notice shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Covered Location** affected, the **Pollution Condition** covered under Insuring Clause I.A or I.B associated with the **Business Interruption Costs**, the type and amount of **Business Interruption Costs**, and all known and reasonably obtainable information regarding the time, place, cause, nature and itemization of and other circumstances of the **Business Interruption Costs**.

E. A **Claim** or **Pollution Condition** shall be considered to be reported to the Underwriters when written notice is first received by any of the recipients identified in Item 8.(a) of the Declarations.

XI. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

1. If this Policy is cancelled or non-renewed by the Underwriters or by the **First Named Insured**, then the **First Named Insured** shall have the right to an Automatic Extended Reporting Period, commencing on the last day of the **Policy Period**, with respect to:

   a. any **Claim** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the ninety (90) day Automatic Extended Reporting Period, and otherwise covered by this Policy;

   b. any **Claim** first made against any **Insured** during the ninety (90) day Automatic Extended Reporting Period, resulting from a **Pollution Condition** first discovered and reported in writing to the Underwriters during the **Policy Period**, and otherwise covered by this Policy;

   c. any **Pollution Condition** first discovered by any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the Automatic Extended Reporting Period, and otherwise covered by this Policy.

The above Automatic Extended Reporting Period shall not apply if the Policy is canceled by the Underwriters due to fraud or non-payment of premium, or if the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

B. Optional Extended Reporting Period

1. If this Policy is cancelled or non-renewed by the Underwriters or by the **First Named Insured**, then the **First Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the total premium for this Policy, to an Optional Extended Reporting Period with respect to any **Claim** first made against any **Insured** and reported during the period of time set forth in Item 7.(b) of the Declarations following the end of the **Policy Period**, but only with respect to any **Pollution Condition** first discovered and reported in writing to the Underwriters during the **Policy Period,** which is otherwise covered by this Policy.

2. If the Optional Extended Reporting Period is purchased, the ninety (90) day Automatic Extended Reporting Period referred to in Clause XI.A. above shall form part of, and not be in addition to the Optional Extended Reporting Period.

3. As a condition precedent to the right to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid and that cancelation by the Underwriters, if applicable, was not due to fraud. The right to purchase such extension of coverage shall terminate unless written notice together with full payment of the premium for such extension of coverage is given to the Underwriters within sixty (60) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase such extension of coverage.

4. In the event of the purchase of the Optional Extended Reporting Period, the entire premium for the Optional Extension Period shall be deemed earned at its commencement.

5. The exercise of the Optional Extended Reporting Period shall not in any way increase the Limits of Liability set forth in Item 3. of the Declarations.

6. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XI.

XII. REPRESENTATIONS

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that such statements shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

This entire Policy shall be void if, whether before or after a **Claim** or **Pollution Condition** is first reported to the Underwriters, any **Insured** has concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy.

XIII. OTHER INSURANCE

A. Except as set forth in Clause XIII.C and D. below, this Insurance is primary, and the Underwriters' obligations are not affected unless any other insurance is also primary. In that case, the Underwriters will share with all such other insurance by the method described in Clause XIII.C. below.

B. When this Insurance is excess, the Underwriters will pay only its share of the amounts covered under the Policy, if any, that exceeds the total amount of such other insurance.

C. When both this Insurance and other insurance apply to amounts covered under the Policy on the same basis, whether primary or excess, the Underwriters shall not be liable under this Policy for a greater proportion of any amounts covered by this Policy than the amount resulting from the following contribution methods, whichever is lesser:

1. contribution by equal shares where each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the amounts covered by this Policy remains, whichever occurs first; or

2. contribution by limits where each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

D. Solely with respect to a **Pollution Condition** due to **Microbial Matter** Legionella pneumophilia and/or methamphetamines, this insurance is excess of any other valid and collectable insurance. The Underwriters will pay only its share of the amounts covered by this Policy, if any, that exceeds the total amount of such other valid and collectible insurance. Where other insurance may be available for amounts covered by this Policy as noted above, the **Insured** shall promptly, upon request, provide the Underwriters with copies of all such policies.

XIV. ASSIGNMENT

This Policy may be assigned by the **First Named Insured** with the prior written consent of the Underwriters, which shall not be unreasonably withheld or delayed. Assignment of the Policy shall not be effective until such assignment is endorsed to the Policy. Notwithstanding the foregoing, if an **Insured** shall die or be adjudged incompetent, such insurance shall cover that **Insured's** legal representative to the extent that the **Insured** would be covered by this Policy.

XV. CANCELLATION

This Insurance may be cancelled by the **First Named Insured** by surrender of this Policy to the Underwriters or by mailing to the Underwriters written notice stating when thereafter cancellation shall be effective.

This Insurance may be cancelled by the Underwriters by mailing the **First Named Insured** at the address set forth in Item 1. of the Declarations, a notice stating when thereafter such cancellation shall be effective. The Underwriters may only cancel this Insurance for the following reasons:

1. fraud on the part of the **Named Insured** in the **Application**; or

2. any **Insured's** material failure to comply with the terms, conditions or contractual obligations under this Policy, including the failure to pay any premium or Deductible when due, however, the **Insured** shall have the ability, within the first sixty (60) days (ten (10) days for failure to pay any premium when due) of the ninety (90) day notice period, to cure such failure to comply with the material terms, conditions or contractual obligations under this Policy to the satisfaction of the Underwriters.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be the equivalent of mailing. Notice of pending cancellation will be provided not less than: (a) ninety (90) days prior to the effective date of cancellation for any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the Deductible when due; (b) thirty (30) days prior to the effective date of cancellation for fraud; or (c) ten (10) days prior to the effective date of cancellation for non-payment of premium.

If the Underwriters cancel, subject to any minimum earned premium that may apply, the return premium will be calculated on a pro rata basis. If the **First Named Insured** cancels, subject to any minimum earned premium that may apply, the return premium will be calculated in accordance with the customary short rate table and procedure.

XVI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters and provide all reasonable assistance in the investigation and defense of any **Claim**, **Pollution Condition,** the **Application**, **Business Interruption Cost**, **Crisis Management Expense**, **Reputation Management Expense**, and any other matters relating to coverage under this Policy.

The **Insured** shall execute or cause to be executed all papers and render all assistance as is reasonably requested by the Underwriters and related to the defense of any **Claim,** the cleanup of any **Pollution Condition**, **Business Interruption Cost**, **Crisis Management Expense** and **Reputation Management Expense**. The Underwriters may require that the **Insured** submit to examination under oath, attend hearings, depositions and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in connection with the defense of any **Claim**, cleanup of **Pollution Condition**, **Business Interruption Cost**, **Crisis Management Expense** and **Reputation Management Expense**. In the course of investigation or defense of any **Claim**,

the Underwriters may require written statements or the **Insured's** attendance at meetings with the Underwriters.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of any **Pollution Condition** covered under this Policy.

The **Insured** shall not admit liability, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim**, or, except as provided in Clause I.E. and/or III.G.5, make any payment, assume any obligations, incur any expense (including, but not limited to, any **Claims Expenses** or **Cleanup Costs**), without the written consent of the Underwriters, such consent not to be unreasonably withheld or delayed. Except as provided for in Clause II., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under this Policy.

XVII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

XVIII. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to amounts covered by this Policy and paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

XIX. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XX. VALUATION AND CURRENCY

All premiums, limits, deductibles, and any amounts covered by this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated, or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if any other amounts covered by this Policy are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date on which a relevant final judgment becomes incapable of appeal or payment of the settlement or other element of **Damages** is due or the date such other amounts covered by this Policy are paid.

XXI. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of its obligations nor deprive the Underwriters of its rights or defenses under this Policy.

XXII. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXIII. RIGHT OF ACCESS AND INSPECTION

The **Named Insured** agrees to provide the Underwriters with access to any information developed or discovered by an **Insured** concerning a **Claim**, **Pollution Condition**, **Business Interruption Costs**, **Crisis Management Expenses** or **Reputation Management Expenses** to which this Insurance applies, whether or not deemed by an **Insured** to be relevant and to provide the Underwriters with access to interview any **Insured** and review any documents of an **Insured**. Further, to the extent that an **Insured** has such rights, any of the Underwriters representatives shall have the right and opportunity but not the obligation to inspect at any reasonable time, during the **Policy Period** or thereafter, a **Covered Location** associated with a **Claim**, **Pollution Condition**, **Business Interruption Costs**, **Crisis Management Expenses**, or **Reputation Management Expenses** reported to the Underwriters. Neither the Underwriters nor its representatives shall assume any responsibility or duty to the **Insured** or to any other person or entity, by reason of such right of inspection. Neither the Underwriters right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that the property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Underwriters' representatives during any inspection.

XXIV. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXV. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due under this Insurance, the Underwriters, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Underwriters representative, designated in Item 11. of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Underwriters' representative designated in Item 11. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the Underwriters representative, designated in Item 11. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXVI. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in Item 12. of the Declarations.

XXVII. SOLE AGENT

The **First Named Insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment of Deductible amounts, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal and the exercise of the rights stated in Clause XI.

XXVIII. SANCTION LIMITATIONS

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

XXIX. SEVERABILITY OF INTEREST

Except with respect to the Limit of Liability, Clause XII. and any rights and duties assigned in this Policy to the **First Named Insured**, this Insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Stephen Street Retaining Wall Construction Engineering
DATE: May 13, 2024

SUMMARY/BACKGROUND
HR Green is assisting the Village with Construction Engineering Serivces for the Stephen Street Retaining Wall Project.

As outlined in the Agreement, the following tasks are included:

- Notice to Proceed
- Final Documents
- Client bid opening
- Client Council award contract
- Contractor Start
- Project Completion

The proposed agreement authorized HR Green, Inc. and the Village of Lemont to move forward with this project. The total not to exceed fees for the project are $65,000.00.

ANALYSIS

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution authorizing professional services agreement between HR Green, Inc. and Village of Lemont for Stephen Street retaining wall construction engineering services

BOARD ACTION REQUESTED
Pass Resolution authorizing professional services agreement between HR Green, Inc. and Village of Lemont for Stephen Street retaining wall construction engineering services

ATTACHMENTS
A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Stephen Street Retaining Wall Construction Engineering.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING PROFESSIONAL SERIVCES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR STEPHEN STREET RETAINING WALL CONTRUCTION ENGINEERING

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 __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING PROFESSIONAL SERIVCES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR STEPHEN STREET RETAINING WALL CONTRUCTION ENGINEERING

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 benefits of the residents of the Village; and

WHEREAS, the Village and HR Green, Inc. wish to enter a professional services agreement for Stephen Street Retaining Wall Construction Engineering Services as further outlined in the professional services agreement attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement attached hereto as Exhibit A.

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:

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 Agreement with HR Green, Inc. in substantially the same form as attached hereto as **Exhibit A**, subject to attorney review.

SECTION 3:

The Mayor and Clerk are hereby authorized, respectively, to execute the Agreement with HR Green, Inc.

SECTION 4:

This Resolution, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Resolution that is declared invalid such decision shall not affect the validity of any other portion of this Resolution, which shall remain in full force and effect.

SECTION 5:

All Resolutions and Ordinances in conflict herewith are hereby repealed to the extent of

such conflict.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

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

Stephen Street Retaining Wall Construction Engineering Services Agreement

PROFESSIONAL SERVICES AGREEMENT

For

Lemont, IL – Stephen Street Retaining Wall
(Construction Only)

Village of Lemont
Mr. George Schafer
Village Administrator
418 Main Street
Lemont, IL 60439
Ph: 815.385.6023

Bruce A. Hill, PE
Municipal Executive – Governmental Services Engineering
HR Green, Inc. 323 Alana Drive
New Lenox, IL 60451
Ph: 815.462.9324

Project No. 2303238.01

April 19, 2024

TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the Village of Posen (hereafter “CLIENT”) and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT had a portion of the retaining wall under the BNSF rail line on Stephen Street collapse last year. The CLIENT wants to replace all of the retaining walls on Stephen Street (east & west sides of the roadway) to prevent any further portions of the wall from collapsing. Tentative totals of retaining wall replacement are ≈300’ on the west side of Stephen Street and ≈280’ on the east side.

80-85% of the proposed retaining wall falls on BNSF property so a permit from BNSF will be required.

The CLIENT wants the proposed retaining wall to match the existing retaining wall that the MWRD put up at their entrance on the east side of Stephen Street.

With the replacement of the existing retaining wall, the CLIENT will also be able to widen the roadway to provide a safer pedestrian pathway to get to the proposed park on the west side of Stephen Street north of the BNSF crossing.

1.2 Design Criteria/Assumptions

- IDOT Standard Specifications for Road & Bridge Construction
- Village of Lemont UDO
- BNSF Guidelines

2.0 Scope of Services

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

2.1 Provide Construction Layout services.

2.2 Provide Construction Observation services.

2.3 Provide Structural Inspection services.

2.4 Provide Monthly Pay Estimates according to IDOT/CLIENT specifications.

2.5 Provide a Final Inspection and prepare a Final Punchlist before closing out the project.

3.0 Deliverables and Schedules Included in this Agreement

1. Notice to Proceed – NTP ..... May 2024
2. Contractor Start (Anticipated – T.B.D.) ..... May 6, 2024
3. Project Completion Date ..... August 30, 2024

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:

N/A

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

5.0 Services by Others

Seeco Consultants Inc. – QA HMA Testing Services

6.0 Client Responsibilities

Provide COMPANY with list of addresses to be addressed with this project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of $65,000.00.

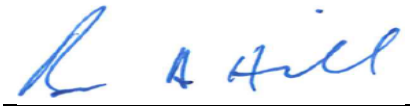
8.0 Terms and Conditions

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.

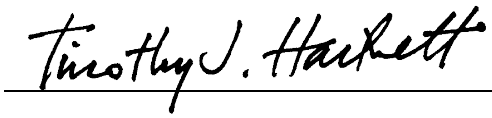
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Bruce A. Hill
Municipal Executive – Governmental Services – Engineering
Title: Date: April 19, 2024

Approved by: 

Printed/Typed Name: Timothy J. Hartnett
President – Governmental Services/Principal
Title: Date: April 19, 2024

VILLAGE OF POSEN

Accepted by: _____

Printed/Typed Name: George Schafer

Title: Village Administrator Date: _____

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418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Purchase and Installation of a Security Camera System for the Public Works Facility
DATE: May 13, 2024

SUMMARY/BACKGROUND
It has become necessary to replace an aging security camera system at the Public Works Facility. The security cameras were installed in 2006 with the construction of the building, with updates performed a few years later. The system is at the end of its useful life and needs replacement.

Staff obtained pricing from the contractor that has replaced cameras at other Village of Lemont facilities. The scope of the work entails the following:

- Furnish and installation of eight (8) cameras and mounts along the exterior of the building.
- Furnish and install one (1) dome camera in the vestibule.
- Furnish and install one (1) Axis POE switch and server with up to Sixteen (16) licenses.
- Furnish and install all category six cabling and J hook pathways.
- Furnish and install cable patch panels and wire managers as required within the existing rack.
- Furnish and install internal conduit stubs where required.
- Demo all existing cameras and old cabling.
- Provide camera station on-site training once the new system is installed and working.

The proposal provided by Lombardi Electric Inc. is in the amount of $52,762.00.

ANALYSIS

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution Waiving the Bid Requirement and Authorizing the Purchase and Installation of a Security Camera System for the Public Works Facility

BOARD ACTION REQUESTED
Pass Resolution Waiving the Bid Requirement and Authorizing the Purchase and Installation of a Security Camera System for the Public Works Facility

ATTACHMENTS

A Resolution Authorizing the Purchase and Installation of a Security Camera System for the Public Works Facility.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A SECURITY CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY

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 __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A SECURITY CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY

WHEREAS, it has become necessary for the Village of Lemont ("Village") to upgrade the Security Camera System at the Public Works Facility; and

WHEREAS, the proposal was submitted by Lombardi Electric, Inc. for the Security Camera System; and

WHEREAS, the proposal submitted has been reviewed and recommended for approval by Village staff; and

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 of Lemont ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, the President and Village Board have determined that it is advisable, necessary, and in the best interests of the Village to waive the formal necessities of competitive bidding and authorize the Purchase and Installation of a Security Camera System for the Public Works Facility from Lombardi Electric, Inc., a copy of which is attached hereto as Exhibit A, at a price not to exceed $52,762.00.

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:

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 2:

Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to the Purchase and Installation of a Security Camera System for the Public Works Facility from Lombardi Electric, Inc. at a priced not to exceed of $52,762.00, attached hereto as Exhibit A.

SECTION 3:

The Village President, Village Administrator, or his Designee are authorized to execute any documents and take any other steps necessary to purchase and installation of a security camera system for the Public Works facility with Lombardi Electric, Inc. at a price not to exceed $52,762.00, and to otherwise carry out this Resolution.

SECTION 4:

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 _____ DAY OF _____ 2024.

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

Security Camera System for Public Works Facility Proposal

LOMBARDI ELECTRIC, INC.

May 7, 2024

Randy Earnest
Operations Superintendent
Village of Lemont Public Works

RE: Security Camera System Upgrade REV 1:

Dear Randy:

We are pleased to submit our lump sum pricing for the above-referenced project. Our price is based on the scope of work provided to us.

Budget Base Bid Pricing-$52,762

Scope of Work

Proposal includes labor, supervision, materials, tools, and equipment necessary to furnish and install the scope of work.

1. Furnish and install (8) Axis P32 dome cameras and mounts along the exterior of the building.
2. Furnish and install (1) Axis M32 dome camera in the vestibule of the building entrance.
3. Furnish and install (1) Axis POE switch and (1) Axis server with up to 16 licenses.
4. Furnish and install all category 6 cabling and open routed J hook pathways back to the existing rack in the server room.
5. Furnish and install cable patch panels and wire managers required within the existing rack.
6. Furnish and install internal conduit stubs where required. We will use existing exterior pathways to feed new cameras.
7. Demo all existing cameras and old cabling.
8. Provide camera station on-site training once the new system is installed and working.

Clarifications:

- No premium time is included in this pricing.
- IBEW local union 134 labor will be provided for the installation.

LOMBARDI
ELECTRIC, INC.

- All old camera components are being replaced, including cabling.
- Permit pricing included.
- Cameras are 4K.

Thank you for giving us the opportunity to bid on this project. If you have any questions, please let us know.

Sincerely,
Jim Gagliardi
Lombardi Electric, Inc.
jim@lombardielectric.com

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Purchase of Water Meters from Water Resources Inc
DATE: May 13, 2024

SUMMARY/BACKGROUND
Water Resources, Inc. has been supplying the Village with water meters for approximately 28 years. For Fiscal Year 2024-2025 the Village anticipates approximately $150,000.00 of new construction and water meter replacements. Due to the Village's history with Water Resources Inc. and the technology integration that the meters have with the Village's systems, staff recommends that bids be waived and the Board approves the purchase of water meters from Water Resources Inc.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Staff recommends that bids be waived, and the Village Board approves the purchase of water meters from Water Resources Inc. for a total amount not to exceed $150,000.00

BOARD ACTION REQUESTED
Staff recommends that bids be waived, and the Village Board approves the purchase of water meters from Water Resources Inc. for a total amount not to exceed $150,000.00

ATTACHMENTS
A Resolution Authorizing the Purchase of Water Meters from Water Resources Inc.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING THE PURCHASE OF WATER METERS FROM WATER RESOURCES INC

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 __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING THE PURCHASE OF WATER METERS FROM WATER RESOURCES INC

WHEREAS, it has become necessary for the Village of Lemont "Village" to replace certain water meters throughout the Village; and

WHEREAS, the Village has purchased water meters from Water Resources Inc. for approximately 28 years; and

WHEREAS, the relationship between the Village and Water Resources Inc. has been satisfactory to the Village; and

WHEREAS, the water meters to be provided by Water Resources Inc. are compatible with the Village's existing systems and infrastructure; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65ILCS 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 interest of the Village to waive competitive bidding and authorized the purchase of water meters from Water Resources Inc. at a price not to exceed $150,000.00.

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:

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 2:

Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of water meters from Water Resources Inc. at a price not to exceed $150,000.00.

SECTION 3:

The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase water meters from Water Resources Inc. at a price not to exceed $150,000.00, and to otherwise conduct this resolution.

SECTION 4:

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 _____ DAY OF _____ 2024.

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley
THROUGH:
SUBJECT: A Resolution Authorizing the Purchase of Softener Salt from Compass Minerals and Midwest Salt LLC
DATE: May 13, 2024

SUMMARY/BACKGROUND
The Village of Lemont purchases softener salt for use in treating the water system. The Village has historically waived the formal bidding process and purchased from Compass Minerals; however, staff would like the ability to purchase from more than one vendor. Midwest Salt LLC can deliver the same product with similar lead time, cost, and quality. This gives Lemont flexibility to purchase if inventories become too low, or unavailable.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Staff recommends that bids be waived and the Village Board approves the purchase of softener salt from Compass Minerals and Midwest Salt LLC for a total amount not to exceed $170,000.00

BOARD ACTION REQUESTED
Pass Resolution authorizing the purchase of softener salt from Compass Minerals and Midwest Salt LLC for a total amount not to exceed $170,000.00

ATTACHMENTS
A Resolution Approving the Purchase of Softener Salt from Compass Minerals and Midwest Salt LLC.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING THE PURCHASE OF SOFTENER SALT FROM COMPASS MINERALS AND MIDWEST SALT 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 __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING THE PURCHASE OF SOFTENER SALT FROM COMPASS MINERALS AND MIDWEST SALT LLC

WHEREAS, it has become necessary for the Village of Lemont "Village" to purchase softener salt for its Water Service System; and

WHEREAS, the Village has purchased softener salt from Compass Minerals and is satisfied with its relationship with Compass Minerals; and

WHEREAS, the Village desires to contract with an additional softener salt provider, Midwest Salt LLC, and believes that contracting with both Compass Minerals and Midwest Salt LLC will ensure flexibility and availability during emergencies; and

WHEREAS, the salt sold by Compass Minerals and Midwest Salt LLC complies with the Village's expectations in terms of quality, delivery, and packaging; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65ILCS 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 interest of the Village to waive competitive bidding and authorized the purchase of softener salt from Compass Minerals and Midwest Salt LLC at a combined price not to exceed $170,000.00.

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:

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 2:

Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of softener salt from Compass Minerals and Midwest Salt LLC at a combined price not to exceed $170,000.00.

SECTION 3:

The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase softener salt from Compass Minerals and Midwest Salt LLC at a combined price not to exceed $170,000.00, and to otherwise conduct this resolution.

SECTION 4:

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 _____ DAY OF _____ 2024.

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Order and Purchase of 2025 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment through Sourcewell Purchasing Cooperative
DATE: May 13, 2024

SUMMARY/BACKGROUND
Purchase One (1) 2025 Peterbilt 548 Single Axle Truck with certain specifications and equipment using quotes obtained by Sourcewell. The chassis and cab will be purchased through JX Enterprises (Peterbilt Illinois) for the price of $138,329.71, while the body and equipment will be built and added by Monroe Truck Equipment, Inc. for the price of $118,263.00, totaling $256,591.71. This vehicle is a replacement vehicle, not an additional vehicle added to the fleet. A trade-in will be identified closer to the build date.

ANALYSIS
Pricing was obtained for the 2025 Peterbilt 548 single axle truck with certain specifications and equipment through Sourcewell, contract numbers 060920-PMC and 062222-AEB-1.

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Pass Resolution authorizing the order and purchase of 2025 Peterbilt 548 single axle truck with certain specifications and equipment through Sourcewell Purchasing Cooperative

BOARD ACTION REQUESTED
Pass Resolution authorizing the order and purchase of 2025 Peterbilt 548 single axle truck with certain specifications and equipment through Sourcewell Purchasing Cooperative

ATTACHMENTS
A Resolution Authorizing the Order and Purchase of 2025 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment Through Sourcewell Purchasing Cooperative.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION AUTHORIZING THE ORDER AND PURCHASE OF 2025 PETERBILT 548 SINGLE AXLE TRUCK WITH CERTAIN SPECIFICATIONS AND EQUIPMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE

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 __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION AUTHORIZING THE ORDER AND PURCHASE OF 2025 PETERBILT 548 SINGLE AXLE TRUCK WITH CERTAIN SPECIFICATIONS AND EQUIPMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE

WHEREAS, it has become necessary for the Village of Lemont ("Village") to purchase a 2024 Peterbilt 548 Single Axle Truck chassis and cab with certain specifications and equipment; and

WHEREAS, Sourcewell Purchasing Cooperative has on behalf of local governments bid for the purchase of Peterbilt 548 Single Axle Trucks to cooperative contracts 060920-PMC and 062222-AEB-1; and

WHEREAS, the quotes were provided by the qualified vendors JX Truck Center Peterbilt Illinois for $138,329.71, and Monroe Truck Equipment for $118,263.00; and

WHEREAS, Sourcewell Purchasing Cooperative is a public agency authorized to participate in the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq;* as is the Village of Lemont.; and

WHEREAS, upon receipt and review of the quotes submitted, the President and Village Board have determined that it is advisable, necessary, and in the best interests of the Village to participate in the Sourcewell Purchasing Cooperative contract for the purchase of one (1) 2025 Peterbilt 548 Single Axle Truck with certain specifications and equipment at a price not to exceed $256,592.71; and

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:

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 2:

The Village shall participate in the Sourcewell Purchasing Cooperative Contract 060920-PMC and 062222-AEB-1, and hereby approves the quote for a 2025 Peterbilt 548 Single Axle Truck with certain specifications and equipment from JX Truck Center Peterbilt Illinois and Monroe Truck Equipment. for the purchase of necessary equipment at a price not to exceed $256,592.71.

SECTION 3:

The Village President, Village Administrator, or his designee are also hereby authorized to execute any documents and take any other steps to order and purchase the 2025 Peterbilt 548 Single Axle Truck chassis and cab with certain specifications and equipment in accordance with the quotes submitted by JX Truck Center Peterbilt Illinois and Monroe Truck Equipment. and take any other steps necessary to carry out this Resolution.

SECTION 4:

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 _____ DAY OF _____ 2024.

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

JX Truck Center Peterbilt Illinois Quote

PURCHASE CONTRACT

Peterbilt Illinois Joliet, Inc dba JX Truck Center
535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

Date: 4/9/24
Quote #: DE-01733
Type: Cash
Salesperson: Darren Simon
PO #:

Bill To: PROS-006404
Village of Lemont
418 South Main Street
Lemont IL 60439
P:(630) 257-2532

Ship To:
Village of Lemont
418 South Main Street
Lemont, IL 60439

Stock#: TBD **VIN:2nd TRUCK** **2025 PETERBILT 548**
PDI & DELIVERY - SOURCED GOODS

Price:	**$137,436.71**
	$420.00
Per Unit:	**$137,856.71**

2ND TRUCK - SAME SPECS AS THE FIRST

Total Price	**$137,856.71**
Documentation Fee	$300.00
Title Fee	$165.00
Plate Fee	$8.00
Total	**$138,329.71**

****** Peterbilt Motors Company Sourcewell Contract #060920-PMC. ******

Order Requirements:
- Signed specs w/ each page initialed
- Signed Purchase Contract
- Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the body builder.
(body will be invoiced separately when delivered complete)

Price is not protected.
Delivery timeframe is not guaranteed.
Trade values subject to change depending on usage/condition.

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.

2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.

3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.

4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.

_____ _____
Purchaser's Initials Date

BUYER'S REPRESENTATIONS

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

_____ _____
Purchaser's Initials Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. DEFINITIONS AND RELATIONSHIP: As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c)
"Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES: Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. TRADE-IN REAPPRAISAL: If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE: Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. TRADE-IN ALLOWANCE. The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. TRADE IN PAYOFF. Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. BUYER INDEMNITY. Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. BUYER DEFAULT PRIOR TO DELIVERY; LIQUIDATED DAMAGES: Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may, at its sole option and discretion cancel the Order and either: a) assess against Buyer liquidated damages of the greater of (i) 5% of the total price which would have been chargeable to Buyer at delivery, or (ii) the actual amount of any cash deposit made by Buyer; or b) decline such liquidated damages and to reserve its claims against Buyer for actual damages and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including consequential damages and lost profits. On either election, Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult, and that as such the above stated liquidated damages are reasonable and appropriate for this transaction. Buyer further acknowledges and agrees that based on market conditions, such liquidated damages may prove insufficient to compensate Dealer for Buyer's failure to take delivery or other breach and that as such, Buyer has agreed to the above election of remedies as additional consideration to Dealer in agreeing to the Order.

9. DESIGN CHANGES: Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. DELIVERY LIABILITY LIMITATION: Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER:

A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection.

E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE:

A. NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in . Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. PROMISSORY NOTE/ADDITIONAL CHARGES. Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of $100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. SUCCESSION. This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. REBATE. If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. OTHER DOCUMENTS; CORRECTION. The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. REPOSSESSION. In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.
30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, then only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Village of Lemont
Purchaser's Name

Sales Represntative

Purchaser's Signature

Date

Manager

AGREEMENT AND ACKNOWLEDGMENT REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-01733

Buyer: Village of Lemont

Dealer: Peterbilt Illinois Joliet, Inc dba JX Truck Center

Date: 4/9/24

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

Peterbilt Illinois Joliet, Inc dba JX Truck Center
535 E. South Frontage Road
Bolingbrook IL 60440

By: _____
Print: _____

BUYER:

Village of Lemont
418 South Main Street
Lemont, IL 60439

By: _____
Print: _____

Exhibit B
Monroe Truck Equipment Quote

monroe
a brand of aebi schmidt

812 Draper Ave
Joliet, IL 60432
Sales Rep: Jerry LaCorte
Ph: (708) 968-8288
www.MonroeTruck.com

J.O. #
Quotation ID: 4JB1000304
Date: 3/19/2024
Valid thru: 4/18/2024
Terms: NET 30
Quoted by: Jaclyn Bojovic
Ph/Fax: 815-714-8940 /

Quoted to:
LEMONT, VILLAGE OF (ATTN: RANDY EARNST)
16680 NEW AVENUE
LEMONT, IL 60439
Ph: 630-257-2532 / Fax: 630-257-3068
Email:

SINGLE AXLE PATROL UNIT

Chassis Information

Year:	*Make:* PETERBILT		*Model:*		*Chassis Color:*	*Cab Type:*
Single/Dual: DRW	*CA:*	*CT:*	*Wheelbase:*	*Engine:* DIESEL	*F.O. Number #:*	*Vin:*

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description **Amount**

DUMP:
- 10' CRYSTEEL SELECT SS DUMP BODY BUILT OF STAINLESS STEEL
- SIDES: 26", 7GA STAINLESS STEEL
- FRONT: 48", 7GA STAINLESS STEEL
- REAR : 36", 7GA STAINLESS STEEL
- FLOOR: 1/4" AR450
- WESTERN UNDERSTRUCTURE
- IL STYLE CAB SHIELD, SINGLE, 100% WELDED, STAINLESS STEEL
- 3/8" X 1 1/2" FLAT WALK RAIL BOTH SIDES
- 3-RUNG SLIDE-OUT, FOLD-DOWN STAINLESS STEEL DRIVER SIDE
- REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- RUBBER REAR FLAPS
- AIR TAILGATE
- STEEL SPLASH GUARDS IN FRONT OF REAR WHEELS - FRAME MOUNTED
- 12" X 7 GA. BOLT-ON SPILL SHIELD STAINLESS STEEL
- UNDER DUMP BODY VIBRATOR

CRYSTEEL RC750 HOIST W/SUBFRAME
- 2000 P.S.I
- DOUBLE ACTING

TARP:
- GALVANIZED PROTECTOR PLUS HOUSING
- MANUAL PULL WITH AUTOMATIC RETRACT
- 10 ASPHALT TARP

REAR HITCH:
- 1" PINTLE PLATE
- PINTLE HOOKW/MOUNTING, 50TON

PLOW HITCH:
- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER

PLOW:
- MP41R10-ISCT - ISCT, 10' X 41" FULL MOLDBOARD TRIP REVERSIBLE PLOW INTEGRAL SHIELD
- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
- HORIZONTAL MOLDBOARD BRACE ANGLES
- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE
- DUAL COMPRESSION TRIP SPRING ASSEMBLIES
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE

Description	Amount

- (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- 10' RUBBER SNOW DEFLECTOR
- 36" FLUORESCENT ORANGE FLEXIBLE PLASTIC MARKERS
- JACK STAND
- ADDITIONAL 5/8" CUTTING EDGE
- MONROE MC6000 QUICK HITCVH, PLOW SIDE

HYDRAULICS PACKAGE:
- PARKER SECTIONAL VALVE, V20 LOAD SENSE
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- STAINLESS STEEL 30 GALLON CAPACITY HYDRAULIC RESERVOIR WITH INTERNAL FILTER
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- ENCLOSURE WITH WEATHER TIGHT COVER
- STAINLESS STEEL HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- MANUAL LEVER CONTROLS
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- CUSTOM 6 SWITCH PANEL MOUNTED IN DASH

PRE-WET:
- (2) TWPO 120 GALLON POLY PRE-WET TANKS MOUNTED BEHIND THE CAB
- STAINLESS STEEL TANK HOUSING
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL KIT
- CAMLOCK DISCONNECT FOR SPINNER
- 3 GALLON FLUSH KIT

SPREADER:
- MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER
- MODEL: (MS966-CD-DD)
- BUILT OF 201 STAINLESS STEEL
- 6" DIA. AUGER W/ FLIGHTING FOR CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- INNER TAILGATE SHIELDS
- SELF LEVELING SPINNER

LIGHTS & ELECTRICAL:
- 72" WHELEN JUSTICE L.E.D. LIGHT BAR MOUNTED ON ROOF
- L.E.D. STOP/TAIL/TURN MOUNTED IN REAR POSTS, PINTLE PLATE & ON TOP OF CAB SHIELD
- L.E.D. BACKUP LIGHTS MOUNTED IN REAR POSTS
- (2) TWO AMBER & (1) ONE CLEAR WARNING LIGHT MOUNTED ON OUTSIDE REAR CORNER POSTS IN STAINLESS STEEL BOXES
- WHELEN L.E.D. WARNING LIGHTS MOUNTED ON REAR OF CAB SHIELD (1) ONE AMBER (1) ONE CLEAR
- 2-YEAR WARRANTY
- 7-WAY CONNECTOR, ROUND SOCKET, FLAT PIN
- ELECTRIC BRAKE CONTROLLER
- SELF ADJUSTABLE 87-107DB BACKUP ALARM
- STAINLESS STEEL PLOW LIGHT BRAKCETS, HOOD MOUNTED
- L.E.D. PLOW LIGHTS (ABL) PLASTIC HOUSING, BLACK
  INCLUDES AMBER L.E.D. TURN SIGNAL
- (1) ONE CLEAR L.E.D. SPREADER LIGHT W/ MTE LOGO (3" X 3")

Quote Total: $118,263.00

***Due to current market conditions, pricing is subject to change at time of upfit.*

Additional Options:

Description	Amount	Add to quote? Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:				Date of Acceptance:	

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of $40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1, and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Costumer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.
11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.
11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.
11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.
14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.
14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.
14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.
14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.
16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

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 Public Hearing for an Annexation Agreement for 14447 131st Street (DJK Custom Homes)
DATE:	May 13, 2024

SUMMARY/BACKGROUND

The proposed Annexation Agreement between the Village of Lemont and the property owner, DJK Custom Homes, will allow for the construction of one detached single-family home on the 5.1-acre vacant land accessed from 130th Street via Magdalena Drive. The annexation agreement addresses access and maintenance, possible future utility easements and other typical development expectations.

ANALYSIS

The potential annexation of the 5.1-acre property at 14447 131st Street for the purpose of a detached single-family home was discussed at the Commitee of the Whole meeting on August 21, 2023. The annexation of the property was recommended by the Planning & Zoning Committee (6-0) on May 1, 2024.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending discussion of the annexation agreement.

BOARD ACTION REQUESTED

A motion to open the public hearing.

ATTACHMENTS

Draft Annexation Agreement for 14447 131st Street Lemont IL

PROPERTY ADDRESS:
14447 131ST STREET
LEMONT, IL 60439

P.I.N.
22-33-203-020-0000

RETURN TO:
VILLAGE OF LEMONT
VILLAGE CLERK'S OFFICE/
COMMUNITY DEVELOPMENT DEPT.
418 MAIN STREET
LEMONT, IL 60439

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2024 (*"***EFFECTIVE DATE***"*), between the VILLAGE OF LEMONT, Illinois ("**VILLAGE**") and DJK Custom Homes, Inc., an Illinois corporation ("**OWNER AND DEVELOPER**") individually "Party" and collectively "Parties".

RECITALS

1. **WHEREAS**, OWNER AND DEVELOPER is the owner of record of the real property described in **EXHIBIT A** attached hereto, consisting of approximately 5.1 acres which is contiguous to the VILLAGE and not within the corporate limits of any municipality ("**SUBJECT PROPERTY**"); and

2. **WHEREAS,** OWNER AND DEVELOPER has signed and filed a Petition for Annexation with the Village of Lemont Village Clerk for the SUBJECT PROPERTY; and

3. **WHEREAS**, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation, have been given, held or performed as required by statute and the VILLAGE'S ordinances, regulations, and procedures; and

4. **WHEREAS**, the VILLAGE'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation to be in order; and

5. **WHEREAS**, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification specified in the VILLAGE'S Zoning Ordinance, and the terms and conditions set forth and referenced herein; and

6. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R-1 Single-Family Detached Residential District of the VILLAGE'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit of the VILLAGE and its residents, will promote the VILLAGE'S sound planning and development, and will otherwise enhance and promote the general welfare of the VILLAGE'S residents; and

7. **WHEREAS**, the VILLAGE and OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the VILLAGE, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

GENERAL CONDITIONS FOR

THE ANNEXATION OF THE SUBJECT PROPERTY

1.0 RECITALS.

1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated herein by reference.

2.0 ANNEXATION, ZONING AND DEVELOPMENT.

2.1 The SUBJECT PROPERTY shall be zoned R-1 Single-Family Detached Residential District.

2.2 A plat of annexation in conformance with the statutory requirements and prepared by Engineering Resource Associates, Inc., dated November 2, 2023 is attached hereto as **EXHIBIT B** and incorporated herein by reference**.**

2.3 If this Agreement and the ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the VILLAGE concurrently with this Agreement, are not recorded with the Cook County Recorder of Deeds within the timeframe set forth in said ordinances, said ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the VILLAGE.

2.4 Any future development of or construction on the SUBJECT PROPERTY shall be in full compliance with the VILLAGE'S Unified Development Ordinance, Zoning Ordinance, Subdivision Regulations, Building Code and other ordinances, codes, rules and regulations of the VILLAGE pertaining to the development of the SUBJECT PROPERTY, except as may be specifically amended pursuant to the terms of this Agreement.

2.5 The Subject Property shall be developed with one (1) single family detached residence.

3.0 ANNEXATION FEES.

3.1 The Annexation Fee calculated in accordance with Chapter 17.29 Appendix A of the Lemont Municipal Code for the SUBJECT PROPERTY is $225.00 which shall be paid at the first building permit issued.

4.0 PARK DISTRICT ANNEXATION AND DONATION FEE.

4.1 The SUBJECT PROPERTY is currently within the boundary of the Lemont Park District and annexation to the Park District is not required.

4.2 Pursuant to Section 17.18.080 of the Lemont Municipal Code, the park donation fee shall be $4,348.50 and payable at the time the first building permit is issued.

5.0 SCHOOL DISTRICT DONATION FEE.

5.1 The SUBJECT PROPERTY is currently within the boundary of Lemont High School District 210, Lemont- Bromberek Comb. SD 113A;

5.2 Pursuant to Section 17.18.080, the school donation fee shall be $2,553.93 and payable at the time of the first building permit is issued.

5.3 School District fee is based upon construction of a detached 3-bedroom single-family home according to Section 17.18.090 and if the number of bedrooms shall change prior to building permit issuance, the fees shall adjust according to Section 17.18.090 and Table 17-18-03.

6.0 LIBRARY DISTRICT DONATION FEE.

6.1 The SUBJECT PROPERTY is currently within the boundary of the Lemont Public Library District;

6.2 Pursuant to Section 17.18.080, the library donation fee shall be $132.22 and payable at the time the first building permit is issued.

7.0 PUBLIC SAFETY DONATION FEE.

7.1 Pursuant to Section 17.18.140, the public safety donation fee shall be $1,000 and payable at the time the first building permit is issued.

8.0 UTILITY LINES AND EASEMENTS.

8.1 OWNER AND DEVELOPER shall grant to the VILLAGE, at no cost to the VILLAGE, any easements within the SUBJECT PROPERTY which the VILLAGE may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

8.2 The VILLAGE shall allow OWNER AND DEVELOPER to use existing and future easements obtained by the VILLAGE from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

9.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.

9.1 OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the VILLAGE'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY.

9.2 The VILLAGE shall permit the connection of the one (1) single family detached residence to be built on the SUBJECT PROPERTY to the VILLAGE'S water supply and sanitary sewer systems said connections at the Owner and Developer's sole cost and expense.

9.3 OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

9.4 OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the VILLAGE'S water distribution system and sanitary sewer system as set forth in the VILLAGE'S ordinances, rules, and regulations.

10.0 WASTEWATER TREATMENT PLANT CAPACITY.

10.1 The VILLAGE represents and warrants that at the time building permit are requested, sufficient wastewater treatment capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection 8.2 of this Agreement.

10.2 OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 13 of the Lemont Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 13.

11.0 UTILITY OVERSIZING.

11.1 OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved building permit plans submitted for the development of the SUBJECT PROPERTY.

11.2 The VILLAGE shall pay for oversized water or sanitary sewer lines constructed as required by the VILLAGE in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

11.3 Upon installation and acceptance by the VILLAGE of said oversized lines, for residential lines, the VILLAGE shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct the VILLAGE's standard line and the cost to construct the oversized line.

12.0 ROAD IMPROVEMENT.

12.1 Except as otherwise provided herein this Paragraph 10, the VILLAGE and OWNER AND DEVELOPER agree that no improvements to the 130th Street hammerhead shall be required.

12.2 OWNER AND DEVELOPER shall not be required to extend the 130th Street hammerhead to the Subject Property.

12.3 OWNER AND DEVELOPER shall install a driveway at OWNER AND DEVELOPER's sole cost and expense from the 130th Street hammerhead to the Subject Property as depicted on the plans attached hereto as Exhibit C (the "Driveway Improvement").

12.4 The VILLAGE shall grant all temporary construction and ingress/egress easements necessary for construction and use of the Driveway Improvement.

12.5 The VILLAGE shall be responsible for maintenance and repair of the 130th Street hammerhead.

12.6 OWNER AND DEVELOPER shall be responsible for maintenance and repair of the Driveway Improvement.

12.7 OWNER AND DEVELOPER shall construct a new water service tap to the existing main located in Magdalena Drive.

12.8 OWNER AND DEVELOPER shall provide water service to the Subject Property via connection to the newly installed water main tap along Magdelena Drive.

12.9 OWNER AND DEVELOPER, its successors, designees, or assignees shall be responsible for maintenance and repair of the water line between the Subject Property and the b-box located at Magdalena Drive.

12.10 OWNER AND DEVELOPER, its successors, designees, or assignees agree to provide a future 10-foot utility easement in the event there would ever be the need to extend the water main to an adjacent property, so long as the easement complies with the public utility and drainage easement provisions of the Lemont Municipal Code and does not impair the use and enjoyment of the Subject Property.

13.0 SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

13.1 The VILLAGE represents and warrants that there are no outstanding recapture agreements, utility rebates, special connection fees, special assessment, or special service area taxes applicable to the Subject Property.

14.0 EMERGENCY ACCESS.

14.1 OWNER AND DEVELOPER agrees to maintain, at OWNER AND DEVELOPER'S cost, access for emergency vehicles throughout the construction on the SUBJECT PROPERTY, which access shall be subject to the Fire District's approval.

15.0 REFUSE AND WEED CONTROL.

15.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the SUBJECT PROPERTY.

15.2 OWNER AND DEVELOPER shall prevent the said dumpsters from overflowing and shall prevent debris from blowing from the SUBJECT PROPERTY by having the containers emptied as soon as reasonably possible once they are filled.

15.3 OWNER and DEVELOPER shall be responsible for the management of all vegetation on the SUBJECT PROPERTY in accordance with the applicable provisions of the Lemont Municipal Code.

16.0 CHANGES TO ORDINANCES AND REGULATIONS.

16.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Lemont Zoning Ordinance as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such changes are agreed to by the Parties. This provision shall not apply to amendments to the Lemont Municipal Code related to conditional uses other than those conditional uses already approved by the Lemont Planning and Zoning Commission for the SUBJECT PROPERTY.

16.2 If during the first two (2) years of the term of this Agreement, the provisions of Lemont Municipal Code or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the

SUBJECT PROPERTY than were in effect as of the Effective Date, which improvements are specified in the submitted and approved plans under OWNER AND DEVELOPER's Building Permit application on file with the VILLAGE, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the Parties or such amendments are adopted to protect the public health, safety and welfare.

16.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the VILLAGE, then the benefit of such less restrictive requirements shall inure to the benefit of OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, OWNER AND DEVELOPER may proceed with development or construction on the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the VILLAGE.

17.0 EFFECT OF THIS AGREEMENT.

17.1 Except as provided in Section 15 of this Agreement, if any relevant existing VILLAGE resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

18.0 NO DISCONNECTION OR DEANNEXATION.

18.1 Neither OWNER and DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the VILLAGE during the term of this Agreement.

19.0 MODIFICATIONS TO THIS AGREEMENT.

19.1 If OWNER AND DEVELOPER or the VILLAGE wish to modify this Agreement, the VILLAGE shall hold the necessary public hearings.

19.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

19.3 This Section shall not be construed to require the VILLAGE to modify this Agreement.

19.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be made without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

20.0 BINDING EFFECT AND TERM.

20.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the SUBJECT PROPERTY with the Cook County Recorder of Deeds, and shall be binding upon and inure to the benefit of the Parties their grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), for a period of twenty (20) years from the EFFECTIVE DATE.

20.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

21.0 CONTINUING RESPONSIBILITY.

21.1 If OWNER AND DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and OWNER AND DEVELOPER shall be released from such obligations, provided the conditions of subsection 20.2 of this Agreement have been met.

21.2 No sale or conveyance shall be effective to release OWNER AND DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined in the sole discretion by the VILLAGE, to secure the performance of all of OWNER AND DEVELOPER'S obligations contained in this Agreement and as required by VILLAGE ordinance, policy, or regulation.

22.0 SEVERABILITY.

22.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such

adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

22.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the VILLAGE pursuant to the provisions of the VILLAGE'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

23.0 NOTICES.

23.1 Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be personally delivered or delivered to the Party or the Party's attorney by (i) email, (ii) prepaid same day or overnight delivery services (such as Federal Express or UPS), with proof of delivery requested, or (iii) United States registered or certified mail, return receipt requested, postage prepaid, or (iv) personally, in each case addressed as follows:

To the Village:	Village of Lemont 418 Main Street Lemont, IL 60439 Attn: George Schafer Email: gschafer@lemont.il.us
With a copy to:	Michael B. Stillman Knight Nicastro MacKay LLC 4544 West 103rd Street, Unit 2NE Oak Lawn, Illinois 60453 Email: stillman@knightnicastro.com
To Owner & Developer:	D.J.K. Custom Homes, Inc. 532 South Webster Street Naperville, Illinois 60540 Email:_____
With a copy to:	Eric Prechtel Rosanova & Whitaker, Ltd. 445 Jackson Avenue, Suite 200 Naperville, Illinois 60540 Email: Email: eric@rw-attorneys.com

or such address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice set as hereinabove provided shall be deemed to

have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email; (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

24.0 GOVERNING LAW AND VENUE.

24.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

25.0 FORCE MAJEURE.

25.1 Whenever a period of time is provided for in this Agreement for either the VILLAGE or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

25.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER AND DEVELOPER'S control" if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

26.0 ENFORCEABILITY.

26.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

27.0 CHALLENGE TO ANNEXATION.

27.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the Parties agree to cooperate to defend the validity of said annexation. OWNER AND DEVELOPER agrees to hold the VILLAGE harmless and to reimburse the

VILLAGE for any and all expenses incurred by the VILLAGE for said defense including but not limited to reimbursement for any attorneys' fees. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the VILLAGE shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the VILLAGE shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

28.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

28.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the VILLAGE is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

28.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

29.0 NON-WAIVER OF RIGHTS.

29.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either Party's right to demand compliance with the terms of this Agreement.

30.0 CAPTIONS AND PARAGRAPH HEADINGS.

30.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

31.0 ENTIRE AGREEMENT.

31.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

32.0 AUTHORIZATIONS.

32.1 The OWNER AND DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by OWNER AND DEVELOPER to execute this Agreement on its behalf. The Mayor and Village Clerk warrant that they have been lawfully authorized to execute this Agreement.

33.0 SURETY.

33.1 All public improvements required to be done by OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the Village Attorney, in an amount approved by the Village Engineer, and in compliance with the Lemont Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the VILLAGE for public improvements related to development of the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees that: (1) at no time shall the VILLAGE be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the VILLAGE'S reasonable attorneys' fees and costs in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the VILLAGE to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the VILLAGE, OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or at the VILLAGE'S sole discretion\ pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment.

34.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.

34.1 Subject to approval by the Village Engineer, the VILLAGE shall accept public improvements installed by OWNER AND DEVELOPER on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Chapter 17.23 of the Lemont Municipal Code.

35.0 EXHIBITS INCORPORATED.

35.1 All exhibits attached or referenced herein are incorporated herein by reference and made part hereof.

36.0 AMBIGUITY.

36.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

37.0 RECAPTURE AGREEMENTS.

37.1 If, pursuant to the terms of this Agreement, OWNER AND DEVELOPER installs improvements, including but not limited to the water distribution system improvements, sanitary sewer system improvements, storm sewer system improvements, roadway improvements, or other improvements ("Improvements") which OWNER AND DEVELOPER and the VILLAGE reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the Village for the Village to enter into a recapture agreement ("Recapture Agreement"). OWNER AND DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the Village, clearly demonstrating the "as built" costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the Village. Subject to approval of the proposed Recapture Agreement by the Village, approval of the form of the Recapture Agreement by the Village, and any notice to be given to the benefiting property owners, the matter shall be scheduled for consideration by the Lemont Village Board. If an ordinance approving the Recapture Agreement is passed by Village Board, the Recapture Agreement shall be recorded against the title of the benefiting properties identified in the Recapture Agreement.

37.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the Village Engineer within twelve (12) months from completion of the Improvements by OWNER AND DEVELOPER and approval of said Improvements by the Village or within such other timeframe as may be agreed to in writing by the Village, the VILLAGE shall no longer have any obligation to enter into a recapture agreement for Improvements hereunder.

38.0 DESIGNEES INCLUDED.

38.1 Whenever the title of a position of a Village employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator, Village Engineer, Director of Department of Public Utilities), the individual's designee shall be automatically included therein.

39.0 NO PERSONAL LIABILITY OF VILLAGE OFFICIALS.

39.1 No covenant, agreement or undertaking of Village contained in this Agreement shall be deemed to be a personal covenant, agreement or undertaking of any officer, employee or agent of the Village and no officer, employee or agent of the Village shall be personally liable under this Agreement or be subject to any personal liability in connection with or arising out of the execution, delivery and performance or nonperformance of this Agreement.

/SIGNATURES ON FOLLOWING PAGE/

IN WITNESS WHEREOF, the parties set their hands and seals as of the EFFECTIVE DATE.

VILLAGE OF LEMONT

By: _____
John Egofske
Mayor

Attest
By: _____
Charlene Smollen
Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by John Egofske, Mayor, and Charlene Smollen, Village Clerk, this _____ day of _____, 20___.

_____
Notary Public

-seal-

OWNER

By:_____
[name]
[title]

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by _____, _____, and _____,_____, this _____ day of _____, 20___.

_____
Notary Public

-seal-

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE EAST 331.50 FEET OF THE WEST 994.50 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF TE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

PIN: 22-33-203-020-0000

EXHIBIT B
PLAT OF ANNEXATION

P.I.N.: 22-33-203-020

PLAT OF ANNEXATION

TO THE VILLAGE OF LEMONT, ILLINOIS

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: VACANT PARCEL NEAR 131ST STREET AND ROUTE 171 (ARCHER AVENUE), LEMONT, ILLINOIS

N

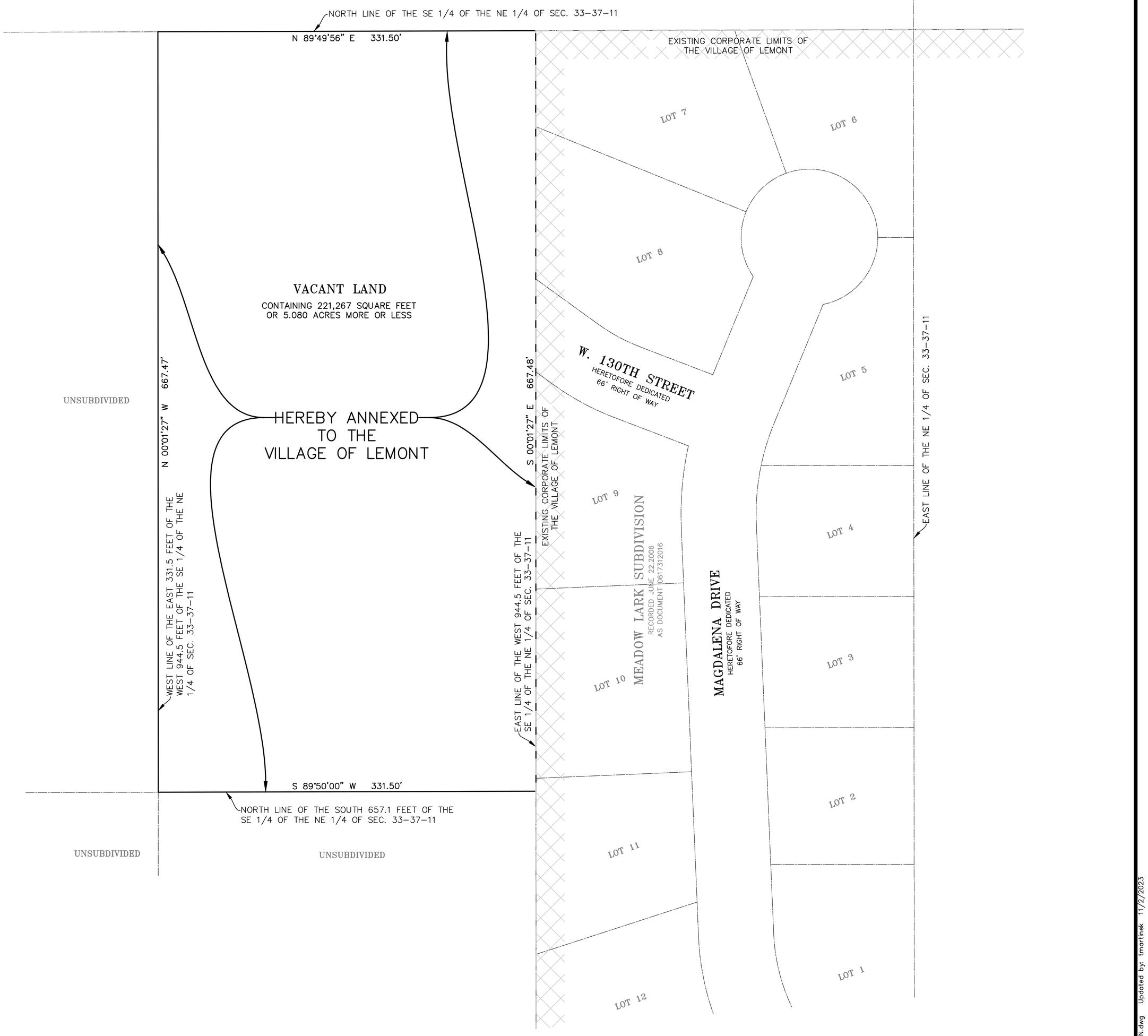
0 50' 100'
SCALE: 1"=50'

BASIS OF BEARING

EAST LINE OF THE WEST 944.50 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33-37-11 PER PLAT OF MEADOW LARK SUBDIVISION RECORDED JUNE 22, 2006 AS DOCUMENT NUMBER 0617312016.

S 00°01'27" E

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



IRREVOCABLE PETITION REQUESTING ANNEXATION TO THE VILLAGE OF LEMONT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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 THE 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:
   THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
2. THAT THE DESCRIBED TERRITORY IS NOT WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY BUT IS CONTIGUOUS WITH 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 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.

1. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)
2. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)

NOTARY'S CERTIFICATE

STATE OF _____ } SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
PRINT NAME

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____,
PRINT NAME

AND _____,
PRINT NAME

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING PETITION OF ANNEXATION APPEARED BEFORE ME THIS DAY IN PERSON AND BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED THE SAID PETITION FOR ANNEXATION AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES ON _____ _____, 20___.
MONTH DATE

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

THIS_____ DAY OF _____, A.D., 20_____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE DRAWN FROM RECORDS THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

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

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

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

DRAWN BY: TBM
CHECKED BY: TBM
APPROVED BY: TBM

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR: DJK CUSTOM HOMES

TITLE: PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

SCALE: 1"=50'
DATE: 11/2/2023
JOB NO: W23273.00
SHEET 1 OF 1

G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St St, UnInc\CookCo Lemont, Quad\Survey (Z5)\W23276.00 PLAT OF ANNEXATION.dwg Updated by: tmartinek 11/2/2023

EXHIBIT C
SITE PLAN

EXISTING CONDITIONS PLAN

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: 14447 131ST STREET, LEMONT, ILLINOIS



LEGEND

- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE
- = BUILDING SETBACK LINE
- = EX. SANITARY LINE
- = EX. STORM LINE
- = EX. WATER LINE
- = EX. UNDERGROUND CABLE
- = EX. UNDERGROUND ELECTRIC
- = EX. UNDERGROUND GAS
- = EX. UNDERGROUND TELEPHONE
- = EX. FENCE
- = EX. OVERHEAD WIRE
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. CONTOURS
- = EX. SANITARY MANHOLE
- = EX. STORM CATCH BASIN
- = EX. STORM FLARED END SECTION
- = EX. STORM INLET
- = EX. STORM MANHOLE
- = EX. VALVE VAULT
- = EX. FIRE HYDRANT
- + 7XX.X = EX. SPOT ELEVATION
- = EX. CONIFEROUS TREE W/TRUNK SIZE IN INCHES
- = EX. DECIDUOUS TREE W/TRUNK SIZE IN INCHES
- = EX. BUSH

ABBREVIATIONS

A	ARC LENGTH
AC	AIR CONDITIONER UNIT
BC	BACK OF CURB
BM	BENCHMARK
B/	BOTTOM OF
CH	CHORD
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
DS	DOWNSPOUT
E	EAST
ELEC	ELECTRIC
EM	ELECTRIC METER
EP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
GF	GARAGE FLOOR
GM	GAS METER
INV	INVERT
MB	MAILBOX
N	NORTH
PEDC	CABLE PEDESTAL
PEDE	ELECTRIC PEDESTAL
PEDT	TELEPHONE PEDESTAL
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
S	SOUTH
TF	TOP OF FOUNDATION
TRANS	TRANSFORMER
T/	TOP OF
TW	TOP OF WALL
UP	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
W	WEST
WW	WINDOW WELL
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

SITE BENCHMARK:
SET CUT CROSS ON SIDEWALK AT THE NORTHWEST CORNER OF MAGDALENA DRIVE AND W 130TH STREET.

ELEV: 717.61 (NAVD 88)

It's smart It's free It's the law

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM

Call before you dig 800.892.0123

PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY:	BA
CHECKED BY:	SDS
APPROVED BY:	JPG

ENGINEERING RESOURCE ASSOCIATES

3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

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FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

Jon P. Green, P.E.
IL. P.E. NO. 062-052108
Expires November 30, 2025

SITE PLAN REVISED: JANUARY 30, 2024
SITE PLAN DATED: JANUARY 18, 2024

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

G:\PROJECTS\DJK\CustomHomes\W23276.00 14447 131St St, Unit\nCad\Lemont, Quiet\CADD\\SHEET\\SITE DEVELOPMENT\W23276 Existing Conditions & Demo.dwg Updated by: kknoeppl 1/30/2024

EXISTING CONDITIONS PLAN



N

0 20' 40'

SCALE: 1"=20'

LEGEND

- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE
- = BUILDING SETBACK LINE
- = EX. SANITARY LINE
- = EX. STORM LINE
- = EX. WATER LINE
- = EX. UNDERGROUND CABLE
- = EX. UNDERGROUND ELECTRIC
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- = EX. BUSH

ABBREVIATIONS

A	ARC LENGTH
AC	AIR CONDITIONER UNIT
BC	BACK OF CURB
BM	BENCHMARK
B/	BOTTOM OF
CH	CHORD
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
DS	DOWNSPOUT
E	EAST
ELEC	ELECTRIC
EM	ELECTRIC METER
EP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
GF	GARAGE FLOOR
GM	GAS METER
INV	INVERT
MB	MAILBOX
N	NORTH
PEDC	CABLE PEDESTAL
PEDE	ELECTRIC PEDESTAL
PEDT	TELEPHONE PEDESTAL
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
S	SOUTH
TF	TOP OF FOUNDATION
TRANS	TRANSFORMER
T/	TOP OF
TW	TOP OF WALL
UP	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
W	WEST
WW	WINDOW WELL
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

It's smart It's free It's the law

Call Before You Dig

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PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY:	BA
CHECKED BY:	SDS
APPROVED BY:	JPG

ENGINEERING RESOURCE ASSOCIATES

3S701 WEST AVENUE, SUITE 150
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2416 GALEN DRIVE
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SITE PLAN REVISED: JANUARY 30, 2024
SITE PLAN DATED: JANUARY 18, 2024

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

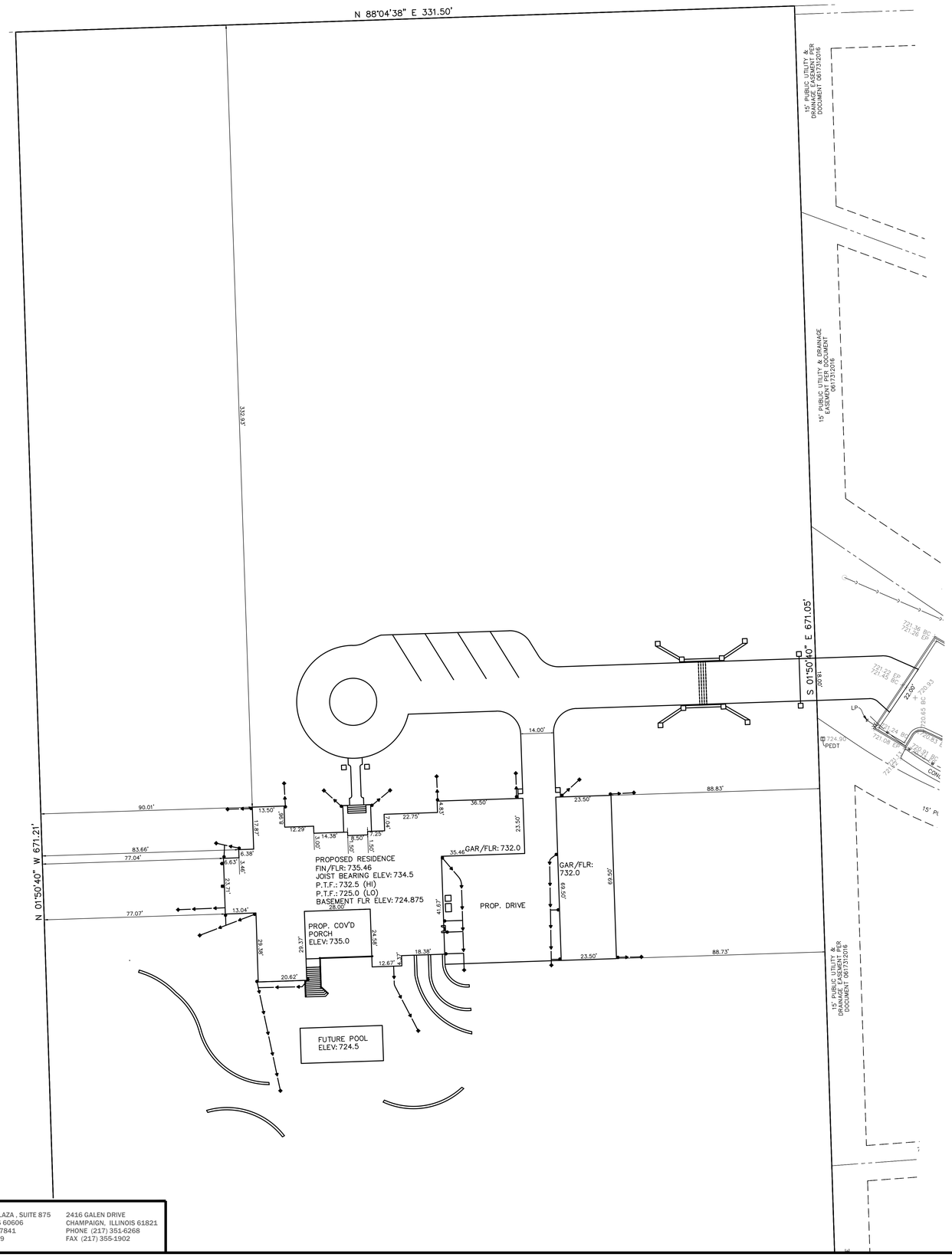
G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St, Ln\Inc\CookCo Lemont, Guild\CADD\[SHEET]SITE DEVELOPMENT\W23276 Existing Conditions & Demo.dwg Updated by: kknoppl 1/30/2024

GEOMETRY PLAN

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: 14447 131ST STREET, LEMONT, ILLINOIS


N 88°04'38" E 331.50'
331.23'
N 01°50'40" W 671.21'
S 01°50'40" E 671.05'
15' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOCUMENT 0617312016
15' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOCUMENT 0617312016
15' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOCUMENT 0617312016
PROPOSED RESIDENCE
FIN/FLR: 735.46
JOIST BEARING ELEV: 734.5
P.T.F.: 732.5 (HI)
P.T.F.: 725.0 (LO)
BASEMENT FLR ELEV: 724.875
GAR/FLR: 732.0
GAR/FLR: 732.0
PROP. DRIVE
PROP. COV'D PORCH ELEV: 735.0
FUTURE POOL ELEV: 724.5
90.01'
13.50'
8.98'
17.98'
12.29'
14.38'
8.50'
7.25'
22.75'
36.50'
23.50'
88.83'
83.66'
77.04'
6.38'
8.63'
5.48'
21.97'
77.07'
13.04'
29.98'
29.37'
24.98'
20.62'
28.00'
35.46'
44.67'
18.38'
12.67'
69.50'
69.90'
23.50'
88.73'
14.00'
LP
724.98 PEDT
721.36 BC
721.22 EP
721.46 BC
721.24 EP
721.05 EP
721.05 BC
721.05 EP
721.05 BC
721.05 EP
721.05 BC

TOPOGRAPHICAL SITE DEVELOPMENT PLAN

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: 14447 131ST STREET, LEMONT, ILLINOIS

To the best of our knowledge and belief, the drainage of the surface waters will not be changed by the construction of these lot improvements or any part thereof, or that if such water drainage will be changed, reasonable provisions have been made for the collection and diversion of such waters into public areas or drains which the owner 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 likelihood of damage to the adjoining properties because of the construction of these lot improvements.

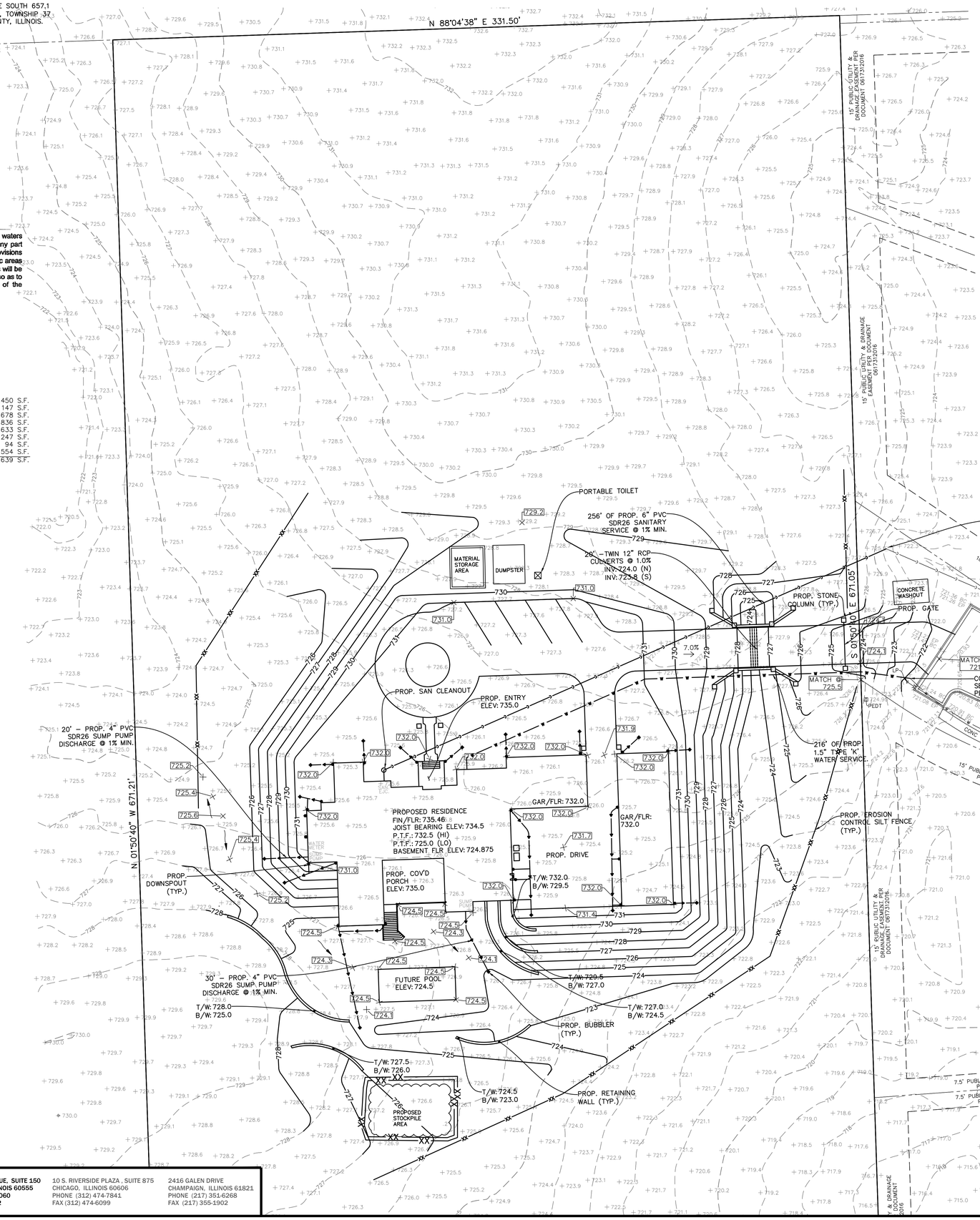
OWNER: _____

ENGINEER: _____

DATE: _____

IMPERVIOUS DATA TABLE

EXISTING IMPERVIOUS		PROPOSED IMPERVIOUS	
TOTAL:	0 S.F.	HOUSE:	5,450 S.F.
		ENTRY & STEPS:	147 S.F.
		COVERED PORCH & STEPS:	678 S.F.
		DRIVE:	8,836 S.F.
		DETACHED GARAGE:	1,633 S.F.
		WALLS:	247 S.F.
		FRONT WALK:	94 S.F.
		DRIVE APRON:	554 S.F.
		TOTAL:	17,639 S.F.



LEGEND

- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE
- = BUILDING SETBACK LINE
- = EX. SANITARY LINE
- = EX. STORM LINE
- = EX. WATER LINE
- = EX. UNDERGROUND CABLE
- = EX. UNDERGROUND ELECTRIC
- = EX. UNDERGROUND GAS
- = EX. UNDERGROUND TELEPHONE
- = EX. FENCE
- = EX. OVERHEAD WIRE
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. CONTOURS
- = EX. SANITARY MANHOLE
- = EX. STORM CATCH BASIN
- = EX. STORM FLARED END SECTION
- = EX. STORM INLET
- = EX. STORM MANHOLE
- = EX. VALVE VAULT
- = EX. FIRE HYDRANT
- = EX. SPOT ELEVATION
- = EX. CONIFEROUS TREE W/TRUNK SIZE IN INCHES
- = EX. DECIDUOUS TREE W/TRUNK SIZE IN INCHES
- = EX. BUSH

ABBREVIATIONS

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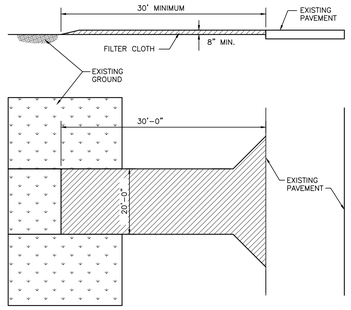
NOTES:

1. THE SITE MUST BE KEPT SAFE AND CLEAN. ALL CONSTRUCTION DEBRIS AND DEMOLITION MATERIAL MUST BE REMOVED AND/OR PLACED IN THE APPROPRIATE CONTAINERS.
2. DUST AND AIRBORNE PARTICLES SHALL BE CONTROLLED DURING DEMOLITION BY SPRAYING WATER ON STRUCTURES TO BE RAZED BY MEANS OF A WATER TRUCK AND SPRAYING EQUIPMENT.
3. GRAVEL MAT CONSTRUCTION ENTRANCE SHALL EXTEND INTO LOT TO PROVIDE SUFFICIENT AREA TO WASH DOWN VEHICLES. GRAVEL MAT SHALL BE 3 INCH AGGREGATE WITH A MINIMUM DEPTH OF 6 INCHES.
4. CONTRACTOR SHALL KEEP STREETS CLEAN.
5. ALL DISTURBED AREAS SHALL BE RESTORED WITH HYDROSEED, EXCEPT THE PARKWAY WHICH SHALL BE RESTORED WITH TOPSOIL AND SOD.
6. NO MATERIAL SHALL BE STORED WITHIN 10 FEET OF ANY LOT LINE.
7. AT TIME OF BACKFILL, SWALES WILL BE CONSTRUCTED TO PROTECT NEIGHBORING PROPERTY OWNERS.
8. THE PROPOSED PORTABLE TOILET SHALL NOT BE PLACED WITHIN 10 FEET OF ANY LOT LINE.
9. PROPOSED WATER SERVICE SHALL BE 1.5" TYPE K COPPER SIZE ACCORDING TO LOCAL REQUIREMENTS.
10. SANITARY SERVICE SHALL BE 6" PVC CONFORMING TO SDR 26, ASTM D3034 AND D3212, AT A MINIMUM 1.00% SLOPE. FLEXIBLE RUBBER COUPLINGS USED TO JOIN SEWER PIPE SHALL BE OF A NON-SHEAR TYPE.
11. MINIMUM HORIZONTAL SEPARATION OF 10.0 FEET SHALL BE MAINTAINED BETWEEN WATER AND SEWER SERVICES.
12. EXISTENCE OF UTILITY STUBS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION OF PROPOSED SERVICES.
13. WHEN PREPARING FOR CONSTRUCTION OF FOUNDATION, PUMPING OF STORMWATER OUT OF EXCAVATED AREAS MAY BE REQUIRED. DEWATERING DISCHARGE SHALL BE PUMPED TO THE FRONT TO EXISTING 130TH ST PARKWAY DITCH.
14. CONSTRUCTION SCHEDULE:
    A. SEDIMENT AND EROSION CONTROL AND TREE PROTECTION FACILITIES SHALL BE INSTALLED. – SPRING 2024
    B. CONSTRUCT PROPOSED RESIDENCE AND INSTALL DRIVEWAY. – FALL 2024
    C. PREPARE AND SUBMIT RECORD DRAWINGS. – SPRING 2025
    D. LANDSCAPING AND PLANT LAWN AND REMOVE TEMPORARY FENCING. – SPRING 2025
15. CONTACT PERSON FOR SITE:
    CONTACT PERSON
    DAN KITTLSEN
    (630) 369-1953
16. WASH DOWN AREA FOR CONSTRUCTION VEHICLES SHALL BE LOCATED ON SITE EAST OF CONSTRUCTION ENTRANCE (WITH SILT FENCE PROTECTION FOR RUN OFF).
17. ALL TRENCHES LOCATED BELOW OR WITHIN ONE FOOT OF A PAVEMENT SURFACE SHALL BE BACKFILLED WITH CRUSHED LIMESTONE OF IDOT GRADATION CA-6. THE TRENCH BACKFILL SHALL BE FULLY JETTED AND CONSOLIDATED BEFORE FINAL PAVEMENT RESTORATION. TEMPORARY PATCHING SHALL BE PROVIDED WHEN NECESSARY. PERMANENT ROADWAY PAVEMENT RESTORATION FOLLOWING TRENCH CONSOLIDATION SHALL INCLUDE FOUR INCHES OF BITUMINOUS BINDER COURSE, AND TWO INCHES OF BITUMINOUS SURFACE COURSE. THE PERIMETER OF THE TRENCH PATCH SHALL BE SAW-CUT IN A UNIFORM RECTANGULAR SHAPE THAT IS TWO FEET WIDER THAN THE TRENCH WIDTH. THE PERIMETER OF THE TRENCH SHALL BE SEALED WITH RUBBERIZED CRACK SEALANT.
18. EXISTING SEPTIC SYSTEM, IF ANY, SHALL BE REMOVED IN ACCORDANCE WITH HEALTH DEPARTMENT REGULATIONS.

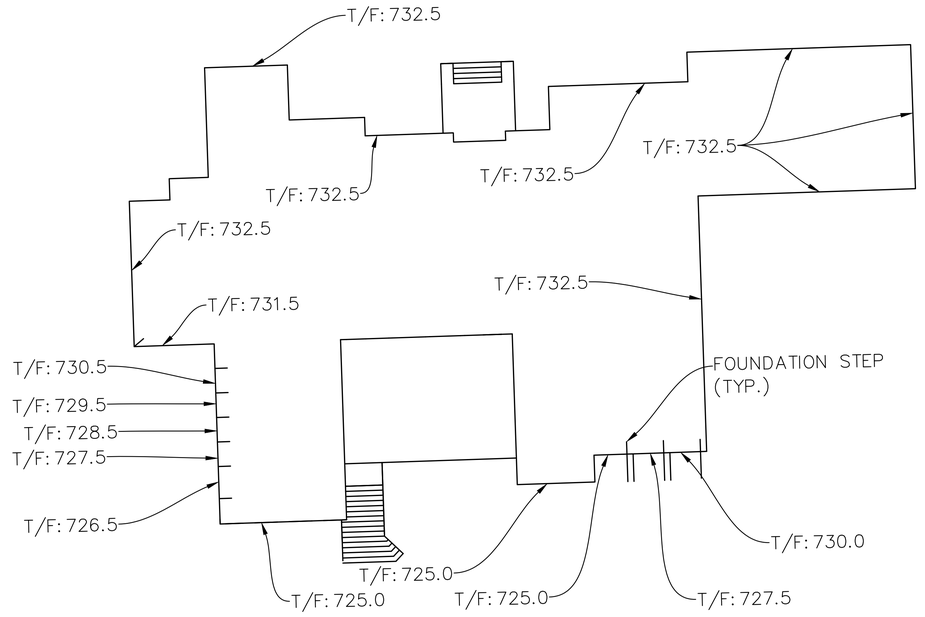


STABILIZED TEMPORARY CONSTRUCTION ENTRANCE

NOT TO SCALE

CONSTRUCTION ENTRANCE SPECIFICATIONS

1. THE ENTRANCE SHALL BE IN PLACE PRIOR TO ANY SITE GRADING ACTIVITIES.
2. STONE SIZE – USE 2" STONE, OR RECYCLE CONCRETE EQUIVALENT.
3. THICKNESS – NOT LESS THAN 8".
4. FILTER FABRIC – SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
5. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED INTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
6. WASHING – WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE INTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
7. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
8. THE ENTRANCE SHALL BE UTILIZED BY ALL CONSTRUCTION TRAFFIC UNTIL PERMANENT PAVEMENTS ARE IN PLACE.

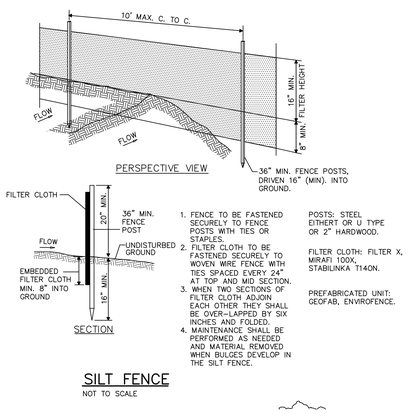


FOUNDATION STEP DETAIL

SCALE – 1:10

E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.
2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.
3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
   a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
   b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.
9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.
10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.
12. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.
13. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).
14. VOLUME FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
15. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.
16. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.
17. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.
18. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.
19. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.
21. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.
22. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.
23. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.
24. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR.



1. FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN BULGES DEVELOP IN THE SILT FENCE.

POSTS: STEEL EITHERT OR U TYPE OR 2" HARDWOOD.

FILTER CLOTH: FILTER X, MIRAFI 100X, STABILINKA T140N.

PREFABRICATED UNIT: GEOFAB, ENVIROFENCE.

SILT FENCE

NOT TO SCALE

PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY:	KDK
CHECKED BY:	JPG
APPROVED BY:	JPG

ENGINEERING RESOURCE ASSOCIATES

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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 Approving an Annexation Agreement for 14447 131st Street in Lemont, IL (DJK Custom Homes)
DATE:	May 13, 2024

SUMMARY/BACKGROUND

The proposed Annexation Agreement between the Village of Lemont and the property owner, DJK Custom Homes, will allow for the construction of one detached single-family home on the 5.1-acre vacant land accessed from 130th Street via Magdalena Drive. The annexation agreement addresses access and maintenance, possible future utility easements and other typical development expectations.

ANALYSIS

The public hearing for the annexation agreement was held on May 13, 2024.

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

Ordinance Approving Annexation Agreement for 14447 131st St for DJK Custom Homes

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR 5.1-ACRES LOCATED AT 14447 131st STREET IN LEMONT, ILLINOIS

(DJK Custom Homes)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF MAY, 2024

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Lemont, Cook, DuPage, and Will Counties, Illinois, this 13th day of May, 2024.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR 5.1-ACRES LOCATED AT 14447 131st STREET IN LEMONT, ILLINOIS

(DJK Custom Homes)

WHEREAS, the Village of Lemont desires to enter into an Annexation Agreement with DJK Custom Homes, Inc. (hereinafter referred to as "Developer" or "Owner") for the subject property described and depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Developer is the owner of record of real estate (hereinafter referred to as the "Territory"), comprising of 5.1 acres and subject to said Annexation Agreement and is ready, willing and able to enter into said Annexation Agreement and to perform the obligations required hereunder; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the approval and execution of said Annexation Agreement have been fully complied with, including but not limited to, the holding of a public hearing on May 13, 2024 before the corporate authorities of the Village of Lemont and the passage of this ordinance by a 2/3 affirmative vote.

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: That the President be and is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, to a document known as The Annexation Agreement for 14447 131st Street, a copy of which is attached hereto as Exhibit B and made a part hereof.

SECTION TWO: The Village Clerk is authorized and directed to record a certified copy of the Annexation Agreement for 14447 131st Street in the office of the Cook County Recorder of Deeds after its execution and the attachment of all appropriate exhibits.

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.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 13th day of May, 2024.

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

Plat of Annexation

P.I.N.: 22-33-203-020

PLAT OF ANNEXATION

TO THE VILLAGE OF LEMONT, ILLINOIS

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: VACANT PARCEL NEAR 131ST STREET AND ROUTE 171 (ARCHER AVENUE), LEMONT, ILLINOIS

N

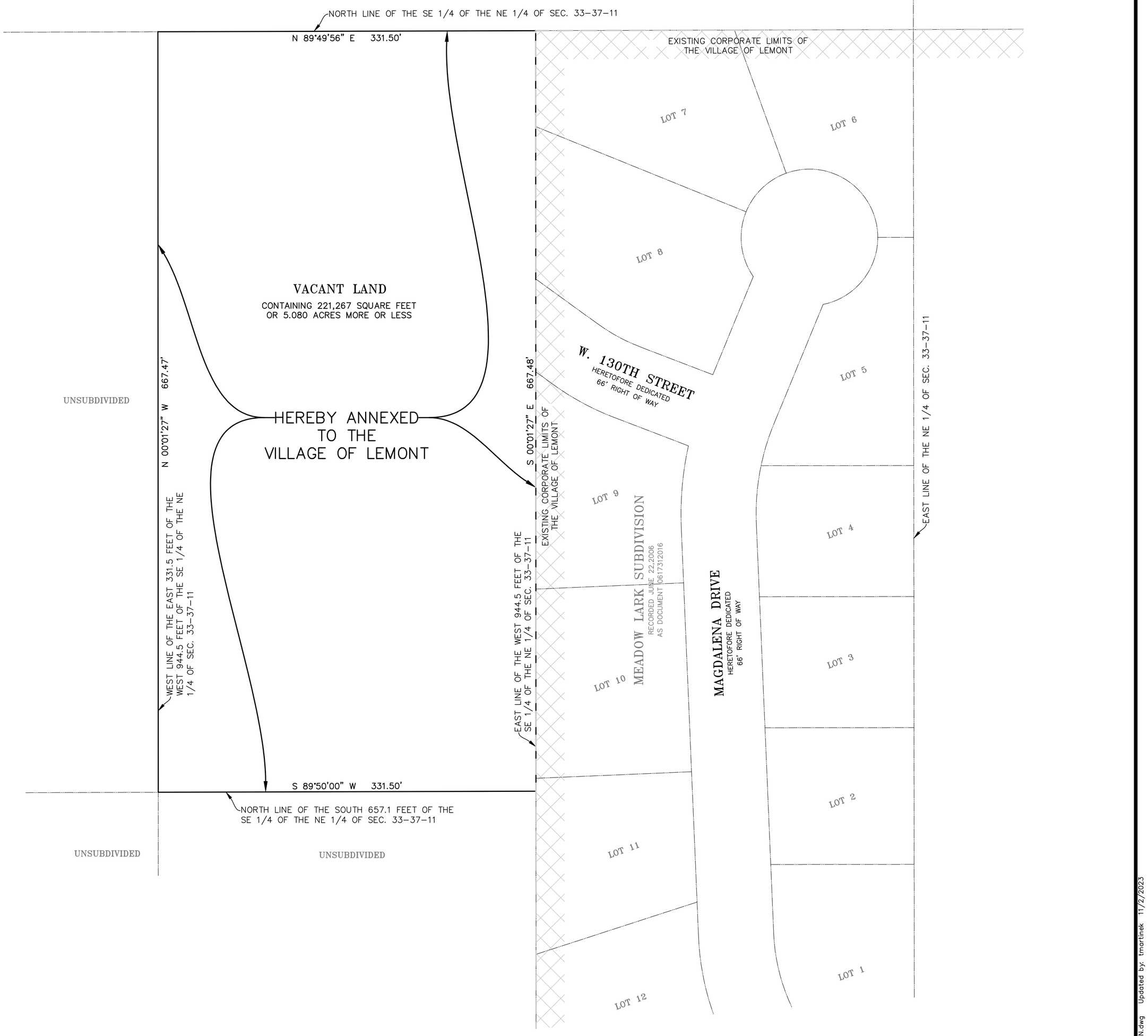
0 50' 100'
SCALE: 1"=50'

BASIS OF BEARING

EAST LINE OF THE WEST 944.50 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33-37-11 PER PLAT OF MEADOW LARK SUBDIVISION RECORDED JUNE 22, 2006 AS DOCUMENT NUMBER 0617312016.

S 00°01'27" E

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



IRREVOCABLE PETITION REQUESTING ANNEXATION TO THE VILLAGE OF LEMONT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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 THE 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:
   THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
2. THAT THE DESCRIBED TERRITORY IS NOT WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY BUT IS CONTIGUOUS WITH 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 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.

1. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)
2. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)

NOTARY'S CERTIFICATE

STATE OF _____ } SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
PRINT NAME

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____,
PRINT NAME

AND _____,
PRINT NAME

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING PETITION OF ANNEXATION APPEARED BEFORE ME THIS DAY IN PERSON AND BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED THE SAID PETITION FOR ANNEXATION AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES ON _____ _____, 20___.
MONTH DATE

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

THIS_____ DAY OF _____, A.D., 20_____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE DRAWN FROM RECORDS THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

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

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

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

DRAWN BY: TBM
CHECKED BY: TBM
APPROVED BY: TBM

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR: DJK CUSTOM HOMES

TITLE: PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

SCALE: 1"=50'
DATE: 11/2/2023
JOB NO: W23273.00
SHEET 1 OF 1

G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St St, UnInc\CookCo Lemont, Quad\Survey (Z5)\W23276.00 PLAT OF ANNEXATION.dwg Updated by: tmartinek 11/2/2023

Exhibit B

Annexation Agreement

PROPERTY ADDRESS:
14447 131ST STREET
LEMONT, IL 60439

P.I.N.
22-33-203-020-0000

RETURN TO:
VILLAGE OF LEMONT
VILLAGE CLERK'S OFFICE/
COMMUNITY DEVELOPMENT DEPT.
418 MAIN STREET
LEMONT, IL 60439

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2024 (*"***EFFECTIVE DATE***"*), between the VILLAGE OF LEMONT, Illinois ("**VILLAGE**") and DJK Custom Homes, Inc., an Illinois corporation ("**OWNER AND DEVELOPER**") individually "Party" and collectively "Parties".

RECITALS

1. **WHEREAS**, OWNER AND DEVELOPER is the owner of record of the real property described in **EXHIBIT A** attached hereto, consisting of approximately 5.1 acres which is contiguous to the VILLAGE and not within the corporate limits of any municipality ("**SUBJECT PROPERTY**"); and

2. **WHEREAS,** OWNER AND DEVELOPER has signed and filed a Petition for Annexation with the Village of Lemont Village Clerk for the SUBJECT PROPERTY; and

3. **WHEREAS**, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation, have been given, held or performed as required by statute and the VILLAGE'S ordinances, regulations, and procedures; and

4. **WHEREAS**, the VILLAGE'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation to be in order; and

5. **WHEREAS**, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification specified in the VILLAGE'S Zoning Ordinance, and the terms and conditions set forth and referenced herein; and

6. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R-1 Single-Family Detached Residential District of the VILLAGE'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit of the VILLAGE and its residents, will promote the VILLAGE'S sound planning and development, and will otherwise enhance and promote the general welfare of the VILLAGE'S residents; and

7. **WHEREAS**, the VILLAGE and OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the VILLAGE, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

GENERAL CONDITIONS FOR

THE ANNEXATION OF THE SUBJECT PROPERTY

1.0 RECITALS.

1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated herein by reference.

2.0 ANNEXATION, ZONING AND DEVELOPMENT.

2.1 The SUBJECT PROPERTY shall be zoned R-1 Single-Family Detached Residential District.

2.2 A plat of annexation in conformance with the statutory requirements and prepared by Engineering Resource Associates, Inc., dated November 2, 2023 is attached hereto as **EXHIBIT B** and incorporated herein by reference**.**

2.3 If this Agreement and the ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the VILLAGE concurrently with this Agreement, are not recorded with the Cook County Recorder of Deeds within the timeframe set forth in said ordinances, said ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the VILLAGE.

2.4 Any future development of or construction on the SUBJECT PROPERTY shall be in full compliance with the VILLAGE'S Unified Development Ordinance, Zoning Ordinance, Subdivision Regulations, Building Code and other ordinances, codes, rules and regulations of the VILLAGE pertaining to the development of the SUBJECT PROPERTY, except as may be specifically amended pursuant to the terms of this Agreement.

2.5 The Subject Property shall be developed with one (1) single family detached residence.

3.0 ANNEXATION FEES.

3.1 The Annexation Fee calculated in accordance with Chapter 17.29 Appendix A of the Lemont Municipal Code for the SUBJECT PROPERTY is $225.00 which shall be paid at the first building permit issued.

4.0 PARK DISTRICT ANNEXATION AND DONATION FEE.

4.1 The SUBJECT PROPERTY is currently within the boundary of the Lemont Park District and annexation to the Park District is not required.

4.2 Pursuant to Section 17.18.080 of the Lemont Municipal Code, the park donation fee shall be $4,348.50 and payable at the time the first building permit is issued.

5.0 SCHOOL DISTRICT DONATION FEE.

5.1 The SUBJECT PROPERTY is currently within the boundary of Lemont High School District 210, Lemont- Bromberek Comb. SD 113A;

5.2 Pursuant to Section 17.18.080, the school donation fee shall be $2,553.93 and payable at the time of the first building permit is issued.

5.3 School District fee is based upon construction of a detached 3-bedroom single-family home according to Section 17.18.090 and if the number of bedrooms shall change prior to building permit issuance, the fees shall adjust according to Section 17.18.090 and Table 17-18-03.

6.0 LIBRARY DISTRICT DONATION FEE.

6.1 The SUBJECT PROPERTY is currently within the boundary of the Lemont Public Library District;

6.2 Pursuant to Section 17.18.080, the library donation fee shall be $132.22 and payable at the time the first building permit is issued.

7.0 PUBLIC SAFETY DONATION FEE.

7.1 Pursuant to Section 17.18.140, the public safety donation fee shall be $1,000 and payable at the time the first building permit is issued.

8.0 UTILITY LINES AND EASEMENTS.

8.1 OWNER AND DEVELOPER shall grant to the VILLAGE, at no cost to the VILLAGE, any easements within the SUBJECT PROPERTY which the VILLAGE may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

8.2 The VILLAGE shall allow OWNER AND DEVELOPER to use existing and future easements obtained by the VILLAGE from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

9.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.

9.1 OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the VILLAGE'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY.

9.2 The VILLAGE shall permit the connection of the one (1) single family detached residence to be built on the SUBJECT PROPERTY to the VILLAGE'S water supply and sanitary sewer systems said connections at the Owner and Developer's sole cost and expense.

9.3 OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

9.4 OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the VILLAGE'S water distribution system and sanitary sewer system as set forth in the VILLAGE'S ordinances, rules, and regulations.

10.0 WASTEWATER TREATMENT PLANT CAPACITY.

10.1 The VILLAGE represents and warrants that at the time building permit are requested, sufficient wastewater treatment capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection 8.2 of this Agreement.

10.2 OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 13 of the Lemont Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 13.

11.0 UTILITY OVERSIZING.

11.1 OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved building permit plans submitted for the development of the SUBJECT PROPERTY.

11.2 The VILLAGE shall pay for oversized water or sanitary sewer lines constructed as required by the VILLAGE in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

11.3 Upon installation and acceptance by the VILLAGE of said oversized lines, for residential lines, the VILLAGE shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct the VILLAGE's standard line and the cost to construct the oversized line.

12.0 ROAD IMPROVEMENT.

12.1 Except as otherwise provided herein this Paragraph 10, the VILLAGE and OWNER AND DEVELOPER agree that no improvements to the 130th Street hammerhead shall be required.

12.2 OWNER AND DEVELOPER shall not be required to extend the 130th Street hammerhead to the Subject Property.

12.3 OWNER AND DEVELOPER shall install a driveway at OWNER AND DEVELOPER's sole cost and expense from the 130th Street hammerhead to the Subject Property as depicted on the plans attached hereto as Exhibit C (the "Driveway Improvement").

12.4 The VILLAGE shall grant all temporary construction and ingress/egress easements necessary for construction and use of the Driveway Improvement.

12.5 The VILLAGE shall be responsible for maintenance and repair of the 130th Street hammerhead.

12.6 OWNER AND DEVELOPER shall be responsible for maintenance and repair of the Driveway Improvement.

12.7 OWNER AND DEVELOPER shall construct a new water service tap to the existing main located in Magdalena Drive.

12.8 OWNER AND DEVELOPER shall provide water service to the Subject Property via connection to the newly installed water main tap along Magdelena Drive.

12.9 OWNER AND DEVELOPER, its successors, designees, or assignees shall be responsible for maintenance and repair of the water line between the Subject Property and the b-box located at Magdalena Drive.

12.10 OWNER AND DEVELOPER, its successors, designees, or assignees agree to provide a future 10-foot utility easement in the event there would ever be the need to extend the water main to an adjacent property, so long as the easement complies with the public utility and drainage easement provisions of the Lemont Municipal Code and does not impair the use and enjoyment of the Subject Property.

13.0 SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

13.1 The VILLAGE represents and warrants that there are no outstanding recapture agreements, utility rebates, special connection fees, special assessment, or special service area taxes applicable to the Subject Property.

14.0 EMERGENCY ACCESS.

14.1 OWNER AND DEVELOPER agrees to maintain, at OWNER AND DEVELOPER'S cost, access for emergency vehicles throughout the construction on the SUBJECT PROPERTY, which access shall be subject to the Fire District's approval.

15.0 REFUSE AND WEED CONTROL.

15.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the SUBJECT PROPERTY.

15.2 OWNER AND DEVELOPER shall prevent the said dumpsters from overflowing and shall prevent debris from blowing from the SUBJECT PROPERTY by having the containers emptied as soon as reasonably possible once they are filled.

15.3 OWNER and DEVELOPER shall be responsible for the management of all vegetation on the SUBJECT PROPERTY in accordance with the applicable provisions of the Lemont Municipal Code.

16.0 CHANGES TO ORDINANCES AND REGULATIONS.

16.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Lemont Zoning Ordinance as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such changes are agreed to by the Parties. This provision shall not apply to amendments to the Lemont Municipal Code related to conditional uses other than those conditional uses already approved by the Lemont Planning and Zoning Commission for the SUBJECT PROPERTY.

16.2 If during the first two (2) years of the term of this Agreement, the provisions of Lemont Municipal Code or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the

SUBJECT PROPERTY than were in effect as of the Effective Date, which improvements are specified in the submitted and approved plans under OWNER AND DEVELOPER's Building Permit application on file with the VILLAGE, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the Parties or such amendments are adopted to protect the public health, safety and welfare.

16.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the VILLAGE, then the benefit of such less restrictive requirements shall inure to the benefit of OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, OWNER AND DEVELOPER may proceed with development or construction on the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the VILLAGE.

17.0 EFFECT OF THIS AGREEMENT.

17.1 Except as provided in Section 15 of this Agreement, if any relevant existing VILLAGE resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

18.0 NO DISCONNECTION OR DEANNEXATION.

18.1 Neither OWNER and DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the VILLAGE during the term of this Agreement.

19.0 MODIFICATIONS TO THIS AGREEMENT.

19.1 If OWNER AND DEVELOPER or the VILLAGE wish to modify this Agreement, the VILLAGE shall hold the necessary public hearings.

19.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

19.3 This Section shall not be construed to require the VILLAGE to modify this Agreement.

19.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be made without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

20.0 BINDING EFFECT AND TERM.

20.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the SUBJECT PROPERTY with the Cook County Recorder of Deeds, and shall be binding upon and inure to the benefit of the Parties their grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), for a period of twenty (20) years from the EFFECTIVE DATE.

20.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

21.0 CONTINUING RESPONSIBILITY.

21.1 If OWNER AND DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and OWNER AND DEVELOPER shall be released from such obligations, provided the conditions of subsection 20.2 of this Agreement have been met.

21.2 No sale or conveyance shall be effective to release OWNER AND DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined in the sole discretion by the VILLAGE, to secure the performance of all of OWNER AND DEVELOPER'S obligations contained in this Agreement and as required by VILLAGE ordinance, policy, or regulation.

22.0 SEVERABILITY.

22.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such

adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

22.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the VILLAGE pursuant to the provisions of the VILLAGE'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

23.0 NOTICES.

23.1 Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be personally delivered or delivered to the Party or the Party's attorney by (i) email, (ii) prepaid same day or overnight delivery services (such as Federal Express or UPS), with proof of delivery requested, or (iii) United States registered or certified mail, return receipt requested, postage prepaid, or (iv) personally, in each case addressed as follows:

To the Village:	Village of Lemont 418 Main Street Lemont, IL 60439 Attn: George Schafer Email: gschafer@lemont.il.us
With a copy to:	Michael B. Stillman Knight Nicastro MacKay LLC 4544 West 103rd Street, Unit 2NE Oak Lawn, Illinois 60453 Email: stillman@knightnicastro.com
To Owner & Developer:	D.J.K. Custom Homes, Inc. 532 South Webster Street Naperville, Illinois 60540 Email:_____
With a copy to:	Eric Prechtel Rosanova & Whitaker, Ltd. 445 Jackson Avenue, Suite 200 Naperville, Illinois 60540 Email: Email: eric@rw-attorneys.com

or such address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice set as hereinabove provided shall be deemed to

have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email; (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

24.0 GOVERNING LAW AND VENUE.

24.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

25.0 FORCE MAJEURE.

25.1 Whenever a period of time is provided for in this Agreement for either the VILLAGE or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

25.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER AND DEVELOPER'S control" if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

26.0 ENFORCEABILITY.

26.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

27.0 CHALLENGE TO ANNEXATION.

27.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the Parties agree to cooperate to defend the validity of said annexation. OWNER AND DEVELOPER agrees to hold the VILLAGE harmless and to reimburse the

VILLAGE for any and all expenses incurred by the VILLAGE for said defense including but not limited to reimbursement for any attorneys' fees. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the VILLAGE shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the VILLAGE shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

28.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

28.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the VILLAGE is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

28.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

29.0 NON-WAIVER OF RIGHTS.

29.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either Party's right to demand compliance with the terms of this Agreement.

30.0 CAPTIONS AND PARAGRAPH HEADINGS.

30.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

31.0 ENTIRE AGREEMENT.

31.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

32.0 AUTHORIZATIONS.

32.1 The OWNER AND DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by OWNER AND DEVELOPER to execute this Agreement on its behalf. The Mayor and Village Clerk warrant that they have been lawfully authorized to execute this Agreement.

33.0 SURETY.

33.1 All public improvements required to be done by OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the Village Attorney, in an amount approved by the Village Engineer, and in compliance with the Lemont Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the VILLAGE for public improvements related to development of the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees that: (1) at no time shall the VILLAGE be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the VILLAGE'S reasonable attorneys' fees and costs in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the VILLAGE to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the VILLAGE, OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or at the VILLAGE'S sole discretion\ pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment.

34.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.

34.1 Subject to approval by the Village Engineer, the VILLAGE shall accept public improvements installed by OWNER AND DEVELOPER on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Chapter 17.23 of the Lemont Municipal Code.

35.0 EXHIBITS INCORPORATED.

35.1 All exhibits attached or referenced herein are incorporated herein by reference and made part hereof.

36.0 AMBIGUITY.

36.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

37.0 RECAPTURE AGREEMENTS.

37.1 If, pursuant to the terms of this Agreement, OWNER AND DEVELOPER installs improvements, including but not limited to the water distribution system improvements, sanitary sewer system improvements, storm sewer system improvements, roadway improvements, or other improvements ("Improvements") which OWNER AND DEVELOPER and the VILLAGE reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the Village for the Village to enter into a recapture agreement ("Recapture Agreement"). OWNER AND DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the Village, clearly demonstrating the "as built" costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the Village. Subject to approval of the proposed Recapture Agreement by the Village, approval of the form of the Recapture Agreement by the Village, and any notice to be given to the benefiting property owners, the matter shall be scheduled for consideration by the Lemont Village Board. If an ordinance approving the Recapture Agreement is passed by Village Board, the Recapture Agreement shall be recorded against the title of the benefiting properties identified in the Recapture Agreement.

37.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the Village Engineer within twelve (12) months from completion of the Improvements by OWNER AND DEVELOPER and approval of said Improvements by the Village or within such other timeframe as may be agreed to in writing by the Village, the VILLAGE shall no longer have any obligation to enter into a recapture agreement for Improvements hereunder.

38.0 DESIGNEES INCLUDED.

38.1 Whenever the title of a position of a Village employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator, Village Engineer, Director of Department of Public Utilities), the individual's designee shall be automatically included therein.

39.0 NO PERSONAL LIABILITY OF VILLAGE OFFICIALS.

39.1 No covenant, agreement or undertaking of Village contained in this Agreement shall be deemed to be a personal covenant, agreement or undertaking of any officer, employee or agent of the Village and no officer, employee or agent of the Village shall be personally liable under this Agreement or be subject to any personal liability in connection with or arising out of the execution, delivery and performance or nonperformance of this Agreement.

/SIGNATURES ON FOLLOWING PAGE/

IN WITNESS WHEREOF, the parties set their hands and seals as of the EFFECTIVE DATE.

VILLAGE OF LEMONT

By: _____
John Egofske
Mayor

Attest
By: _____
Charlene Smollen
Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by John Egofske, Mayor, and Charlene Smollen, Village Clerk, this _____ day of _____, 20___.

_____
Notary Public

-seal-

OWNER

By:_____
[name]
[title]

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by _____, _____, and _____,_____, this _____ day of _____, 20___.

_____
Notary Public

-seal-

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE EAST 331.50 FEET OF THE WEST 994.50 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF TE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

PIN: 22-33-203-020-0000

EXHIBIT B
PLAT OF ANNEXATION

P.I.N.: 22-33-203-020

PLAT OF ANNEXATION

TO THE VILLAGE OF LEMONT, ILLINOIS

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: VACANT PARCEL NEAR 131ST STREET AND ROUTE 171 (ARCHER AVENUE), LEMONT, ILLINOIS

N

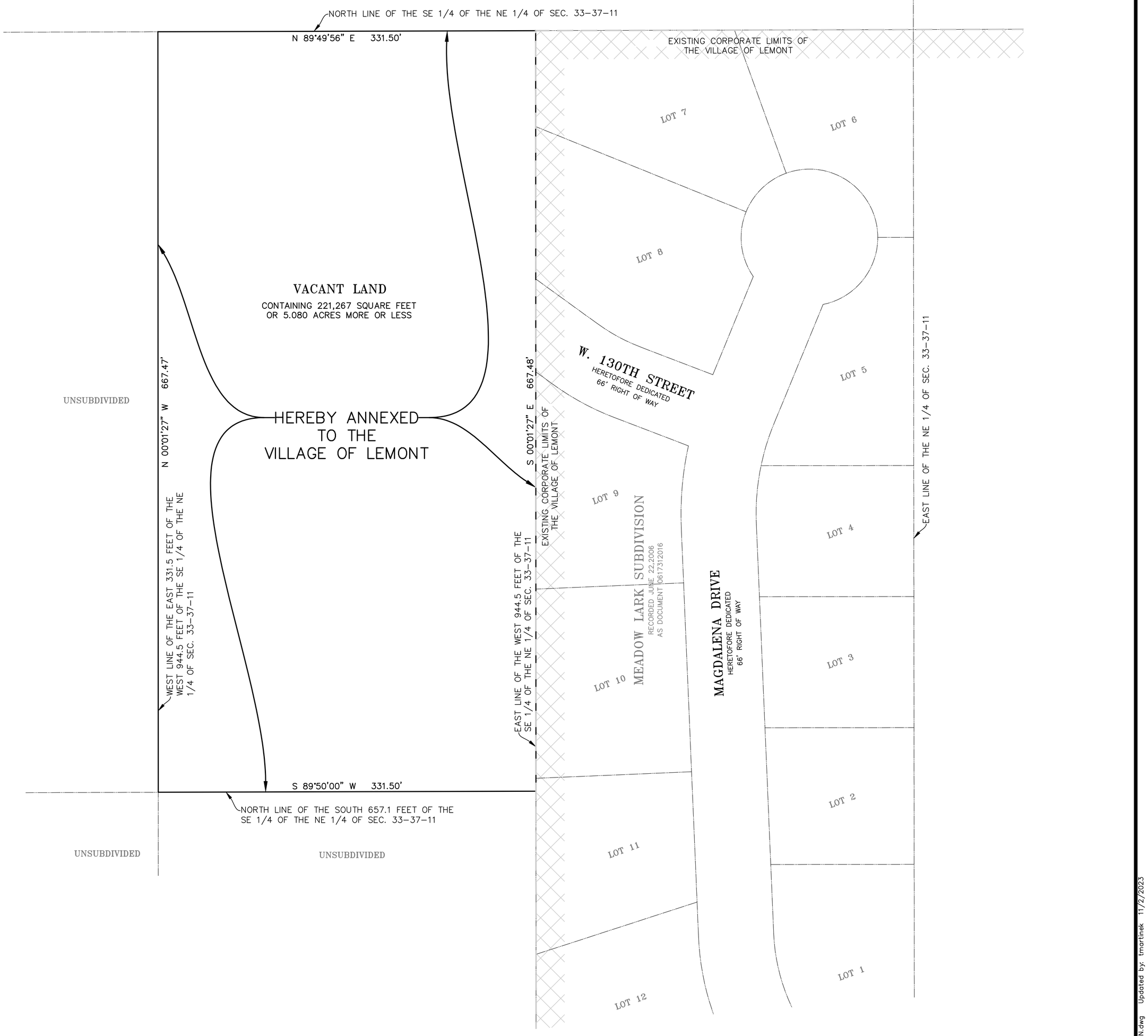
0 50' 100'
SCALE: 1"=50'

BASIS OF BEARING

EAST LINE OF THE WEST 944.50 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33-37-11 PER PLAT OF MEADOW LARK SUBDIVISION RECORDED JUNE 22, 2006 AS DOCUMENT NUMBER 0617312016.

S 00°01'27" E

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



IRREVOCABLE PETITION REQUESTING ANNEXATION TO THE VILLAGE OF LEMONT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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 THE 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:
   THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
2. THAT THE DESCRIBED TERRITORY IS NOT WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY BUT IS CONTIGUOUS WITH 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 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.

1. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)
2. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)

NOTARY'S CERTIFICATE

STATE OF _____ } SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
PRINT NAME

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____,
PRINT NAME

AND _____,
PRINT NAME

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING PETITION OF ANNEXATION APPEARED BEFORE ME THIS DAY IN PERSON AND BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED THE SAID PETITION FOR ANNEXATION AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES ON _____ _____, 20___.
MONTH DATE

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

THIS_____ DAY OF _____, A.D., 20_____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE DRAWN FROM RECORDS THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

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

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

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

DRAWN BY: TBM
CHECKED BY: TBM
APPROVED BY: TBM

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR: DJK CUSTOM HOMES

TITLE: PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

SCALE: 1"=50'
DATE: 11/2/2023
JOB NO: W23273.00
SHEET 1 OF 1

G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St St, UnInc\CookCo Lemont, Quad\Survey (Z5)\W23276.00 PLAT OF ANNEXATION.dwg Updated by: tmartinek 11/2/2023

EXHIBIT C
SITE PLAN

EXISTING CONDITIONS PLAN

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: 14447 131ST STREET, LEMONT, ILLINOIS



LEGEND

- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE
- = BUILDING SETBACK LINE
- = EX. SANITARY LINE
- = EX. STORM LINE
- = EX. WATER LINE
- = EX. UNDERGROUND CABLE
- = EX. UNDERGROUND ELECTRIC
- = EX. UNDERGROUND GAS
- = EX. UNDERGROUND TELEPHONE
- = EX. FENCE
- = EX. OVERHEAD WIRE
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. CONTOURS
- = EX. SANITARY MANHOLE
- = EX. STORM CATCH BASIN
- = EX. STORM FLARED END SECTION
- = EX. STORM INLET
- = EX. STORM MANHOLE
- = EX. VALVE VAULT
- = EX. FIRE HYDRANT
- + 7XX.X = EX. SPOT ELEVATION
- = EX. CONIFEROUS TREE W/TRUNK SIZE IN INCHES
- = EX. DECIDUOUS TREE W/TRUNK SIZE IN INCHES
- = EX. BUSH

ABBREVIATIONS

A	ARC LENGTH
AC	AIR CONDITIONER UNIT
BC	BACK OF CURB
BM	BENCHMARK
B/	BOTTOM OF
CH	CHORD
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
DS	DOWNSPOUT
E	EAST
ELEC	ELECTRIC
EM	ELECTRIC METER
EP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
GF	GARAGE FLOOR
GM	GAS METER
INV	INVERT
MB	MAILBOX
N	NORTH
PEDC	CABLE PEDESTAL
PEDE	ELECTRIC PEDESTAL
PEDT	TELEPHONE PEDESTAL
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
S	SOUTH
TF	TOP OF FOUNDATION
TRANS	TRANSFORMER
T/	TOP OF
TW	TOP OF WALL
UP	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
W	WEST
WW	WINDOW WELL
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

SITE BENCHMARK:
SET CUT CROSS ON SIDEWALK AT THE NORTHWEST CORNER OF MAGDALENA DRIVE AND W 130TH STREET.

ELEV: 717.61 (NAVD 88)

It's smart It's free It's the law

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM

Call before you dig 800.892.0123

PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY:	BA
CHECKED BY:	SDS
APPROVED BY:	JPG

ENGINEERING RESOURCE ASSOCIATES

3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

Jon P. Green, P.E.
IL. P.E. NO. 062-052108
Expires November 30, 2025

SITE PLAN REVISED: JANUARY 30, 2024
SITE PLAN DATED: JANUARY 18, 2024

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

G:\PROJECTS\DJK\CustomHomes\W23276.00 14447 131St St, Unit\nCad\Lemont, Quiet\CADD\\SHEET\\SITE DEVELOPMENT\W23276 Existing Conditions & Demo.dwg Updated by: kknoeppl 1/30/2024

EXISTING CONDITIONS PLAN



N

0 20' 40'

SCALE: 1"=20'

LEGEND

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W	WEST
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XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

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Call before you dig 800.892.0123

PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY:	BA
CHECKED BY:	SDS
APPROVED BY:	JPG

ENGINEERING RESOURCE ASSOCIATES

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SITE PLAN REVISED: JANUARY 30, 2024
SITE PLAN DATED: JANUARY 18, 2024

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

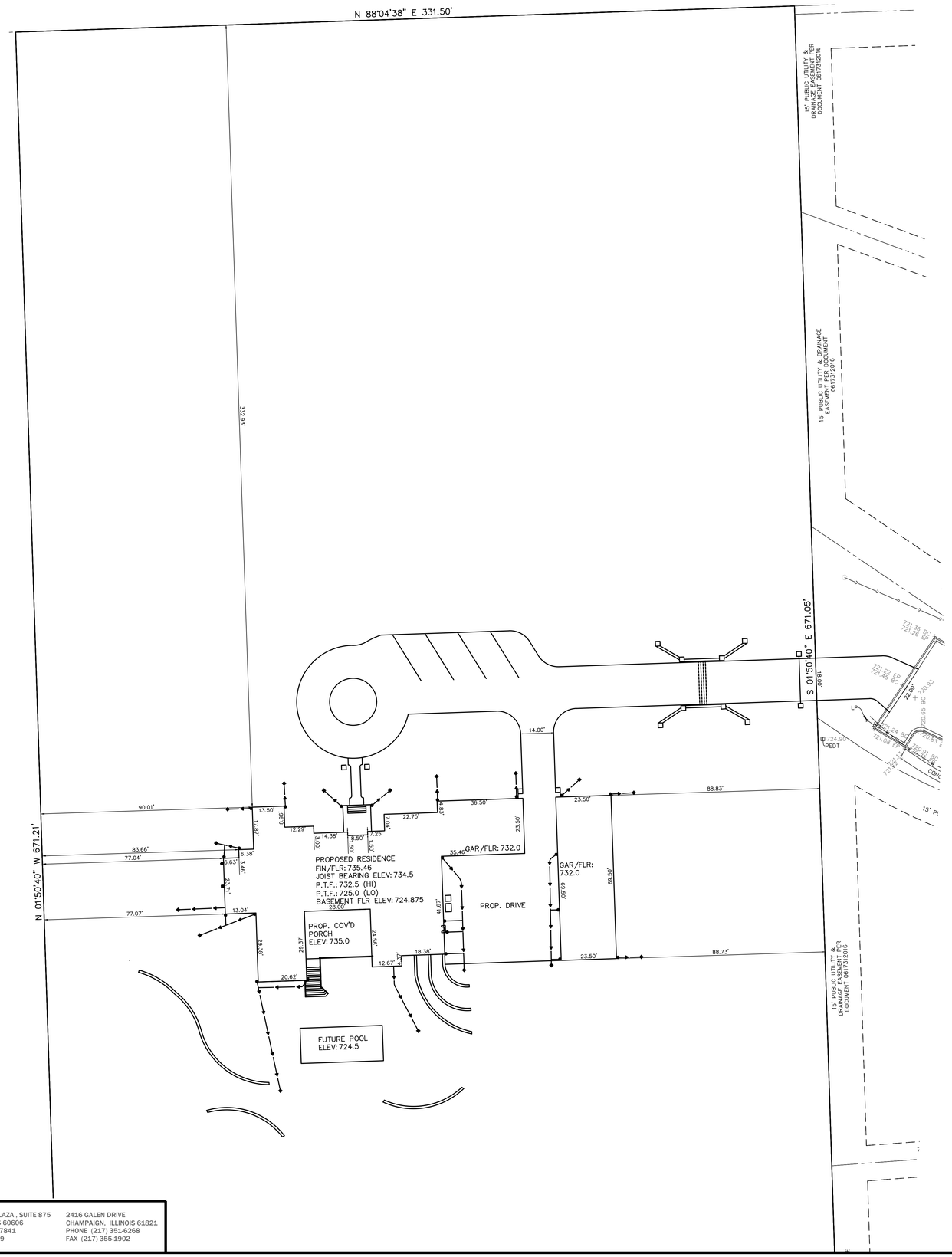
G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St, Ln\Inc\CookCo Lemont, Guild\CADD\[SHEET]SITE DEVELOPMENT\W23276 Existing Conditions & Demo.dwg Updated by: kknoppl 1/30/2024

GEOMETRY PLAN

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: 14447 131ST STREET, LEMONT, ILLINOIS


N 88°04'38" E 331.50'
331.23'
N 01°50'40" W 671.21'
S 01°50'40" E 671.05'
15' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOCUMENT 0617312016
15' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOCUMENT 0617312016
15' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOCUMENT 0617312016
PROPOSED RESIDENCE
FIN/FLR: 735.46
JOIST BEARING ELEV: 734.5
P.T.F.: 732.5 (HI)
P.T.F.: 725.0 (LO)
BASEMENT FLR ELEV: 724.875
GAR/FLR: 732.0
GAR/FLR: 732.0
PROP. DRIVE
PROP. COV'D PORCH ELEV: 735.0
FUTURE POOL ELEV: 724.5
90.01'
13.50'
8.98'
17.98'
12.29'
14.38'
8.50'
7.25'
22.75'
36.50'
23.50'
88.83'
83.66'
77.04'
6.38'
8.63'
5.48'
21.97'
77.07'
13.04'
29.98'
29.37'
24.98'
20.62'
28.00'
35.46'
44.67'
18.38'
12.67'
69.50'
69.90'
23.50'
88.73'
14.00'
LP
724.98 PEDT
721.36 BC
721.22 EP
721.46 BC
721.24 EP
721.05 EP
721.05 BC
721.05 EP
721.05 BC
721.05 EP
721.05 BC

TOPOGRAPHICAL SITE DEVELOPMENT PLAN

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: 14447 131ST STREET, LEMONT, ILLINOIS

To the best of our knowledge and belief, the drainage of the surface waters will not be changed by the construction of these lot improvements or any part thereof, or that if such water drainage will be changed, reasonable provisions have been made for the collection and diversion of such waters into public areas or drains which the owner 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 likelihood of damage to the adjoining properties because of the construction of these lot improvements.

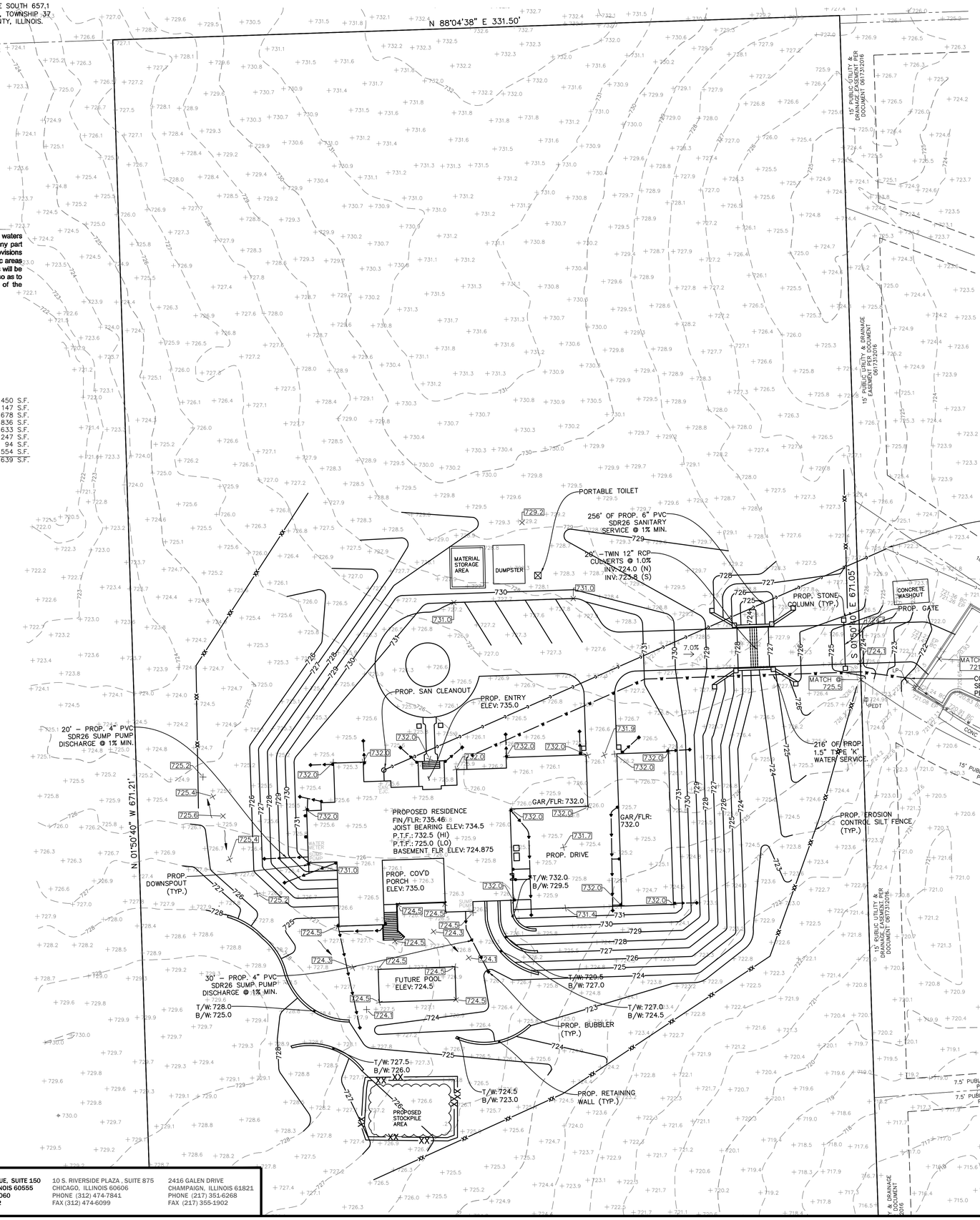
OWNER: _____

ENGINEER: _____

DATE: _____

IMPERVIOUS DATA TABLE

EXISTING IMPERVIOUS		PROPOSED IMPERVIOUS	
TOTAL:	0 S.F.	HOUSE:	5,450 S.F.
		ENTRY & STEPS:	147 S.F.
		COVERED PORCH & STEPS:	678 S.F.
		DRIVE:	8,836 S.F.
		DETACHED GARAGE:	1,633 S.F.
		WALLS:	247 S.F.
		FRONT WALK:	94 S.F.
		DRIVE APRON:	554 S.F.
		TOTAL:	17,639 S.F.



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XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

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Call Before You Dig JULIE ILLINOIS ONE-CALL SYSTEM

Call before you dig 800.892.0123

PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY: KDK
CHECKED BY: BS
APPROVED BY: JPG

ENGINEERING RESOURCE ASSOCIATES

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WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875
CHICAGO, ILLINOIS 60606
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FAX (312) 474-6099

2416 GALEN DRIVE
CchampaIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

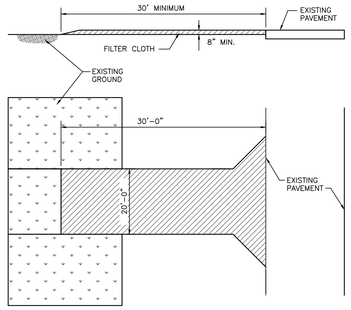
SITE PLAN REVISED: JANUARY 30, 2024
SITE PLAN DATED: JANUARY 18, 2024

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St, Lin\InCookCo Lemont, Quad\CADD\SHEET\SITE DEVELOPMENT\W23276 Site Development Plan.dwg Updated by kknoeppl 1/30/2024

NOTES:

1. THE SITE MUST BE KEPT SAFE AND CLEAN. ALL CONSTRUCTION DEBRIS AND DEMOLITION MATERIAL MUST BE REMOVED AND/OR PLACED IN THE APPROPRIATE CONTAINERS.
2. DUST AND AIRBORNE PARTICLES SHALL BE CONTROLLED DURING DEMOLITION BY SPRAYING WATER ON STRUCTURES TO BE RAZED BY MEANS OF A WATER TRUCK AND SPRAYING EQUIPMENT.
3. GRAVEL MAT CONSTRUCTION ENTRANCE SHALL EXTEND INTO LOT TO PROVIDE SUFFICIENT AREA TO WASH DOWN VEHICLES. GRAVEL MAT SHALL BE 3 INCH AGGREGATE WITH A MINIMUM DEPTH OF 6 INCHES.
4. CONTRACTOR SHALL KEEP STREETS CLEAN.
5. ALL DISTURBED AREAS SHALL BE RESTORED WITH HYDROSEED, EXCEPT THE PARKWAY WHICH SHALL BE RESTORED WITH TOPSOIL AND SOD.
6. NO MATERIAL SHALL BE STORED WITHIN 10 FEET OF ANY LOT LINE.
7. AT TIME OF BACKFILL, SWALES WILL BE CONSTRUCTED TO PROTECT NEIGHBORING PROPERTY OWNERS.
8. THE PROPOSED PORTABLE TOILET SHALL NOT BE PLACED WITHIN 10 FEET OF ANY LOT LINE.
9. PROPOSED WATER SERVICE SHALL BE 1.5" TYPE K COPPER SIZE ACCORDING TO LOCAL REQUIREMENTS.
10. SANITARY SERVICE SHALL BE 6" PVC CONFORMING TO SDR 26, ASTM D3034 AND D3212, AT A MINIMUM 1.00% SLOPE. FLEXIBLE RUBBER COUPLINGS USED TO JOIN SEWER PIPE SHALL BE OF A NON-SHEAR TYPE.
11. MINIMUM HORIZONTAL SEPARATION OF 10.0 FEET SHALL BE MAINTAINED BETWEEN WATER AND SEWER SERVICES.
12. EXISTENCE OF UTILITY STUBS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION OF PROPOSED SERVICES.
13. WHEN PREPARING FOR CONSTRUCTION OF FOUNDATION, PUMPING OF STORMWATER OUT OF EXCAVATED AREAS MAY BE REQUIRED. DEWATERING DISCHARGE SHALL BE PUMPED TO THE FRONT TO EXISTING 130TH ST PARKWAY DITCH.
14. CONSTRUCTION SCHEDULE:
    A. SEDIMENT AND EROSION CONTROL AND TREE PROTECTION FACILITIES SHALL BE INSTALLED. – SPRING 2024
    B. CONSTRUCT PROPOSED RESIDENCE AND INSTALL DRIVEWAY. – FALL 2024
    C. PREPARE AND SUBMIT RECORD DRAWINGS. – SPRING 2025
    D. LANDSCAPING AND PLANT LAWN AND REMOVE TEMPORARY FENCING. – SPRING 2025
15. CONTACT PERSON FOR SITE:
    CONTACT PERSON
    DAN KITTLSEN
    (630) 369-1953
16. WASH DOWN AREA FOR CONSTRUCTION VEHICLES SHALL BE LOCATED ON SITE EAST OF CONSTRUCTION ENTRANCE (WITH SILT FENCE PROTECTION FOR RUN OFF).
17. ALL TRENCHES LOCATED BELOW OR WITHIN ONE FOOT OF A PAVEMENT SURFACE SHALL BE BACKFILLED WITH CRUSHED LIMESTONE OF IDOT GRADATION CA-6. THE TRENCH BACKFILL SHALL BE FULLY JETTED AND CONSOLIDATED BEFORE FINAL PAVEMENT RESTORATION. TEMPORARY PATCHING SHALL BE PROVIDED WHEN NECESSARY. PERMANENT ROADWAY PAVEMENT RESTORATION FOLLOWING TRENCH CONSOLIDATION SHALL INCLUDE FOUR INCHES OF BITUMINOUS BINDER COURSE, AND TWO INCHES OF BITUMINOUS SURFACE COURSE. THE PERIMETER OF THE TRENCH PATCH SHALL BE SAW-CUT IN A UNIFORM RECTANGULAR SHAPE THAT IS TWO FEET WIDER THAN THE TRENCH WIDTH. THE PERIMETER OF THE TRENCH SHALL BE SEALED WITH RUBBERIZED CRACK SEALANT.
18. EXISTING SEPTIC SYSTEM, IF ANY, SHALL BE REMOVED IN ACCORDANCE WITH HEALTH DEPARTMENT REGULATIONS.

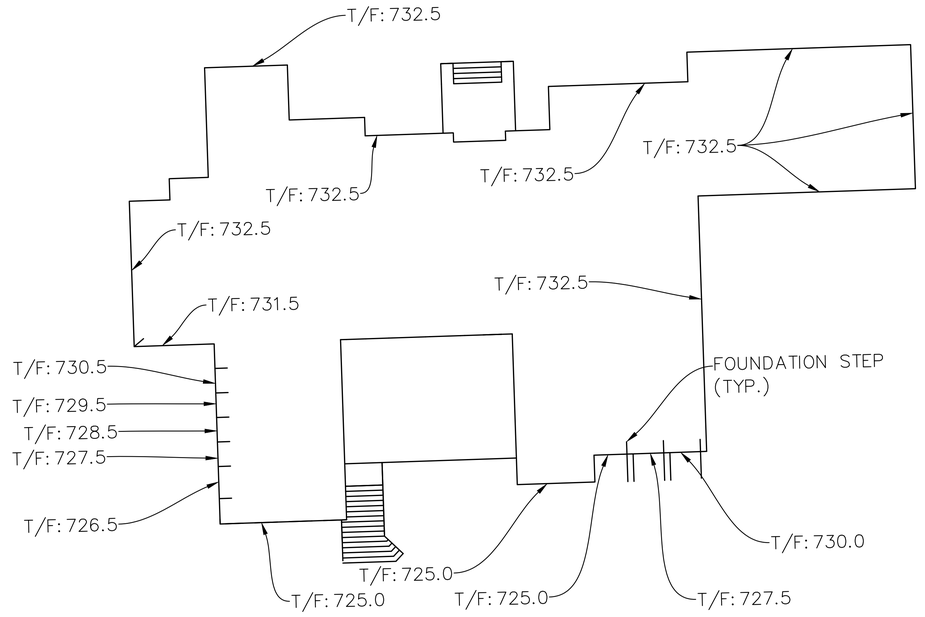


STABILIZED TEMPORARY CONSTRUCTION ENTRANCE

NOT TO SCALE

CONSTRUCTION ENTRANCE SPECIFICATIONS

1. THE ENTRANCE SHALL BE IN PLACE PRIOR TO ANY SITE GRADING ACTIVITIES.
2. STONE SIZE – USE 2" STONE, OR RECYCLE CONCRETE EQUIVALENT.
3. THICKNESS – NOT LESS THAN 8".
4. FILTER FABRIC – SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
5. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED INTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
6. WASHING – WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE INTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
7. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
8. THE ENTRANCE SHALL BE UTILIZED BY ALL CONSTRUCTION TRAFFIC UNTIL PERMANENT PAVEMENTS ARE IN PLACE.

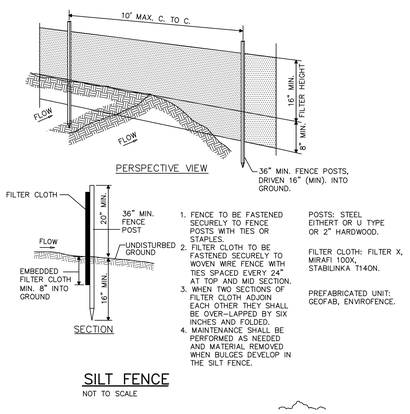


FOUNDATION STEP DETAIL

SCALE – 1:10

E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.
2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.
3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
   a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
   b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.
9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.
10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.
12. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.
13. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).
14. VOLUME FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
15. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.
16. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.
17. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.
18. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.
19. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.
21. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.
22. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.
23. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.
24. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR.



1. FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN BULGES DEVELOP IN THE SILT FENCE.

POSTS: STEEL EITHERT OR U TYPE OR 2" HARDWOOD.

FILTER CLOTH: FILTER X, MIRAFI 100X, STABILINKA T140N.

PREFABRICATED UNIT: GEOFAB, ENVIROFENCE.

SILT FENCE

NOT TO SCALE

PREPARED FOR: DJK CUSTOM HOMES

DRAWN BY:	KDK
CHECKED BY:	JPG
APPROVED BY:	JPG

ENGINEERING RESOURCE ASSOCIATES

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SITE PLAN REVISED: JANUARY 30, 2024
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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 5.1 Acres at 14447 131st Street in Lemont, IL (DJK Custom Homes)
DATE:	May 13, 2024

SUMMARY/BACKGROUND
DJK Custom Homes, property owner and applicant, has requested annexation into the Village of Lemont for the 5.1-acre vacant parcel accessed via 130th Street from Magdalena Drive. The property will remain the default zoning of R-1, Detached Single-Family Residential District, for the development of one single-family home. The annexation includes an annexation agreement that has been presented to the Village Board on May 13, 2024.

ANALYSIS
The potential annexation of the 5.1-acre property at 14447 131st Street for the purpose of a detached single-family home was discussed at the Commitee of the Whole meeting on August 21, 2023. The annexation of the property was recommended by the Planning & Zoning Committee (6-0) on May 1, 2024.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the annexation.

BOARD ACTION REQUESTED
A motion to approve the annexation.

ATTACHMENTS
An Ordinance Annexing 5.1 Acres Located at 14447 131st Street in Lemont, IL (DJK Custom Homes)

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 5.1 ACRES LOCATED AT 14447 131st STREET IN LEMONT, IL

(DJK Custom Homes)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 13th DAY OF MAY, 2024

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 13th day of May, 2024.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 5.1 ACRES LOCATED AT 14447 131st STREET IN LEMONT, IL

(DJK Custom Homes)

WHEREAS, the Clerk of the Village of Lemont has received an Application for Annexation of certain territory into the Village pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes; and

WHEREAS, the Territory (PIN: 22-33-203-020) is described on the Plat of Annexation by Engineering Resource Associates, dated 11/02/2023, attached hereto as Exhibit A; and

WHEREAS, the territory described in the Application 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 owner 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 "A") 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 13th DAY OF MAY, 2024.

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

Plat of Annexation

P.I.N.: 22-33-203-020

PLAT OF ANNEXATION

TO THE VILLAGE OF LEMONT, ILLINOIS

THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N.: 22-33-203-020

COMMONLY KNOWN AS: VACANT PARCEL NEAR 131ST STREET AND ROUTE 171 (ARCHER AVENUE), LEMONT, ILLINOIS

N

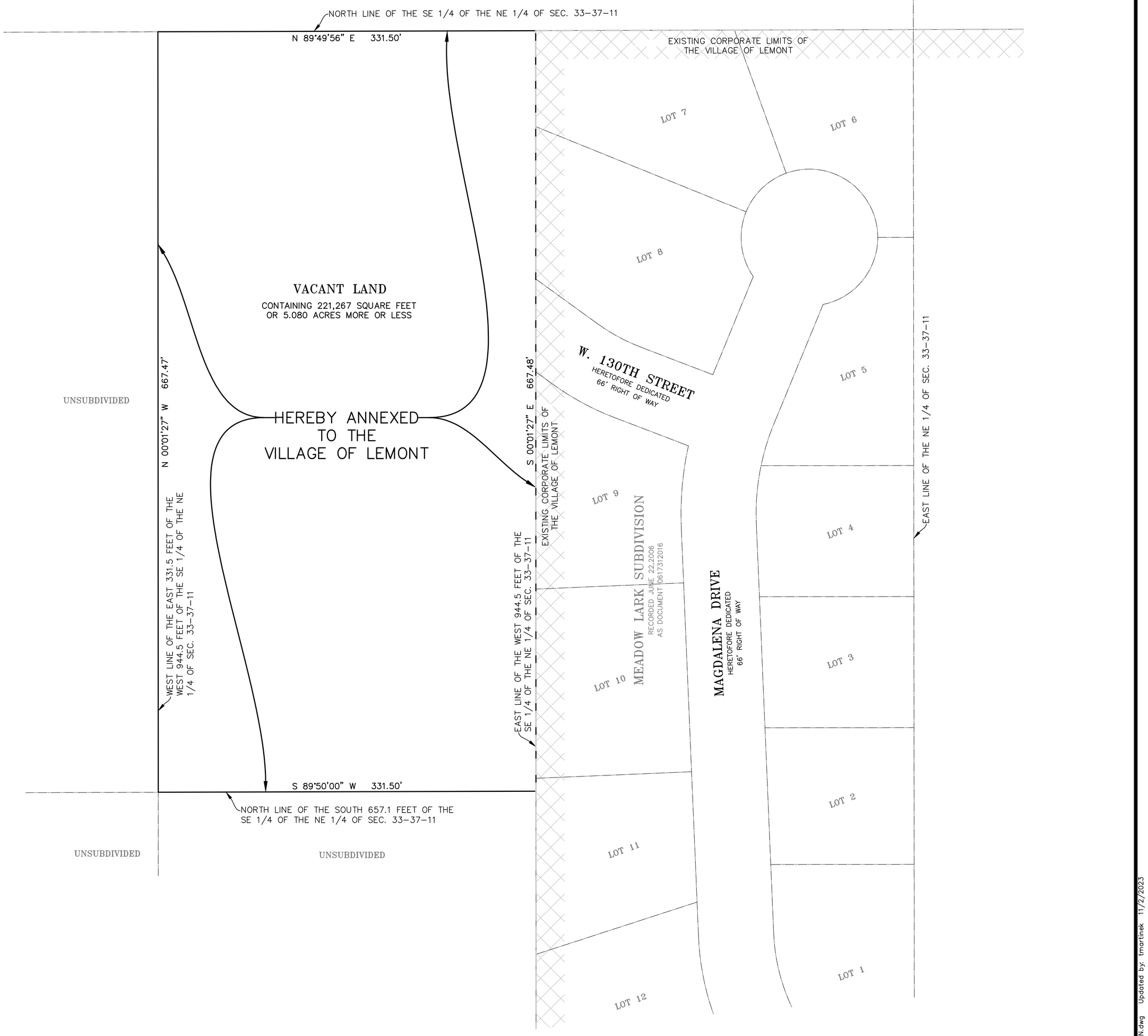
0 50' 100'
SCALE: 1"=50'

BASIS OF BEARING

EAST LINE OF THE WEST 944.50 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33-37-11 PER PLAT OF MEADOW LARK SUBDIVISION RECORDED JUNE 22, 2006 AS DOCUMENT NUMBER 0617312016.

S 00°01'27" E

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



IRREVOCABLE PETITION REQUESTING ANNEXATION TO THE VILLAGE OF LEMONT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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 THE 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:
   THE EAST 331.5 FEET OF THE WEST 994.5 FEET (EXCEPTING THEREFROM THE SOUTH 657.1 FEET) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
2. THAT THE DESCRIBED TERRITORY IS NOT WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY BUT IS CONTIGUOUS WITH 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 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.

1. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)
2. NAME
   (PRINTED): _____
   SIGNATURE: _____
   ADDRESS: _____
   CHECK ALL THAT APPLY: _____ OWNER _____ ELECTOR (RESIDING AT PROPERTY TO BE ANNEXED)

NOTARY'S CERTIFICATE

STATE OF _____ } SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
PRINT NAME

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____,
PRINT NAME

AND _____,
PRINT NAME

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING PETITION OF ANNEXATION APPEARED BEFORE ME THIS DAY IN PERSON AND BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED THE SAID PETITION FOR ANNEXATION AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES ON _____ _____, 20___.
MONTH DATE

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

THIS_____ DAY OF _____, A.D., 20_____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE DRAWN FROM RECORDS THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

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

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

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

DRAWN BY: TBM
CHECKED BY: TBM
APPROVED BY: TBM

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PREPARED FOR: DJK CUSTOM HOMES

TITLE: PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

SCALE: 1"=50'
DATE: 11/2/2023
JOB NO: W23273.00
SHEET 1 OF 1

G:\PROJECTS\DJKCustomHomes\W23276.00 14447 131St St, UnInc\CookCo Lemont, Quad\Survey (Z5)\W23276.00 PLAT OF ANNEXATION.dwg Updated by: tmartinek 11/2/2023