



Village Board Meeting

Village Board Meeting

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

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

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

Comment prior to Meeting

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

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

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

Viewing the Meeting

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

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

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

Village of Lemont



VILLAGE BOARD MEETING
February 13, 2023 – 6:30 PM
418 Main Street
Lemont, IL 60439
AGENDA

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

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - III.A [Approval of Minutes](#)
 - III.B [Approval of Disbursements](#)
 - III.C [An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060.B: Alcoholic Beverages \(Decreasing the Number of Class A-3 Liquor Licenses - Chicago Restaurant Concepts Inc. – Gelsosomo's Pizza\).](#)
 - III.D [An Ordinance Authorizing Sale, Donation, and or Disposal of Surplus Village Property](#)
 - III.E [A Resolution Providing for the Destruction of certain Verbatim Recordings of Closed Session Meetings.](#)
 - III.F [A Resolution Reviewing the need for Confidentiality of Closed Session Meetings](#)
 - III.G [A Resolution Approving An IDOT Lease Agreement Non-Highway Use Right-Of-Way](#)

- III.H A Resolution Appointing Stacy Patrianakos as Delegate to the Intergovernmental Risk Management Agency (IRMA)
- III.I A Resolution to Appoint Stacy Patrianakos as Illinois Municipal Retirement Fund (IMRF) Authorized Agent
- IV. Mayor's Report
- V. Clerk's Report
 - V.A An Ordinance Annexing to the Village of Lemont Approximately 2.49-Acres Located at 15368 129th Street in Lemont, IL (Martinez Property)
 - V.B An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to R-5A Single-Family Detached and Attached Residential District for 2.49-Acres Located at 15368 129th Street in Lemont, IL
 - V.C An Ordinance Amending the Zoning Map of the Village of Lemont From R-4 Single-Family Detached Residential District to R-5A Single-Family Detached and Attached Residential District for 5.208-Acres Located at 3 W Roberta Street in Lemont, IL (Mary Ellen Woods)
 - V.D A Resolution Approving a Final Plat of Subdivision for 9 Detached Single-Family Residential Lots at 3 W Roberta Street in Lemont, IL (Mary Ellen Woods Subdivision)
 - V.E A Resolution Approving a Final Plat of Subdivision for 15368 129th Street in Lemont, IL (Martinez Subdivision)
 - V.F A Resolution Authorizing the Purchase of an Elgin RegenX Street Sweeper with Certain Specifications, Equipment, and Trade-in Through Sourcewell Purchasing Cooperative
 - V.G A Resolution Authorizing the Replacement of the Ion Exchange Softening System Tanks at Well Number 3
- 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
 - 5 ILCS 120/2(c)11: *Pending Litigation*
 - 5 ILCS 120/2(c)5: *Real Estate: Purchase or Lease*
- 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: February 13, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Approval of

BOARD ACTION REQUESTED

Approval of Minutes

ATTACHMENTS

[1-9-23 VB minutes.pdf](#)

[1-23-23 COW minutes.pdf](#)

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
January 9, 2023

6:30 p.m.

**The regular meeting of the Lemont Village Board was held on
January 9, 2023 at
6:30 p.m. with Mayor John Egofske presiding.**

I) Pledge of Allegiance

II) Roll Call

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

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

COW 11-21-22_approved.pdf

VB 12-12-22 Minutes.pdf

COW 12-19-22_approved.pdf

III.B) Approval of Disbursements

Cover Page

12-13-22 - 12-26-22.pdf

12-27 - 1-9-23.pdf

III.C) Ordinance O-01-23 Authorizing Sale and Disposal of Surplus Village Property

Cover Page

Title Squad 15.4 Taurus.pdf

Ordinance Authorizing_disposal_of_surplus_property.01.09.23.pdf

III.D) Resolution R-01-23 Authorizing the Purchase of an Administrative Police Vehicle

Cover Page

Resolution.AuthorizingAdminVehiclePurchase.01.09.23.pdf

Village of Lemont Kia Buyers Order.pdf

III.E) Resolution R-02-23 Approving Voluntary Separation Agreement and Release for Kay Argo

Cover Page

Resolution Approving Kay Argo Voluntary Separation Agreement 1-9-2023.pdf

Argo signed Separation and Release Agreement.pdf

III.F) Resolution R-03-23 Authorizing the Release of the Letter of Credit for Covington Knolls Unit 7

Cover Page

A Resolution Authorizing the Release of the Letter of Credit for Covington Knolls Unit 7

III.G) Resolution R-04-23 Authorizing the Purchase of Rock Salt 2022-2023

Cover Page

Resolution Authorizing the Purchase of Rock Salt 2022-2023.pdf

III.H) Resolution R-05-23 Approving Tria Architecture Proposals for Architectural Professional Services

Cover Page

A Resolution Approving Tria Architecture Proposals for Architectural Professional Services

A motion was made by Rick Sniegowski seconded by Dave Maher to approve the items on the consent agenda by omnibus vote. 5 ayes, 0 naves.

IV) Mayor's Report

Mayor Egofske stated legal council advised that both public hearings concerning Village property in the I&M Canal Reserve Strip can be conducted simultaneously.

A motion to open the public hearing was made by Sniegowski, seconded by Stapleton at 6:35 p.m. VV, 5 ayes, 0 naves.

IV.A A Public Hearing under TIF Act on proposals to transfer a parcel of the Illinois & Michigan Canal property

Cover Page

Public Hearing TIF RFP Certificate 7341222

A motion to open the public hearing was made by McClafferty, seconded by Sniegowski at 6:36 p.m. VV, 5 ayes, 0 naves.

IV.B Public Hearing under Public Act 102-0915 to exchange a parcel of property for a privately-owned parcel of property to accommodate the Marbella Residential Project

Cover Page

Public Hearing Public Act Certificate 7341256

General Fry's Subdivision

Marbella of Lemont Subdivision

Jason Berry reported this Public Hearing is part of a RFP concerning 9500 square feet of property on a reserve strip valued at \$190K that the Village owns. The Village will acquire a parcel of land approximately 34,500 square feet, valued at \$620K from Marbella. Two appraisals were conducted on the exchange of property. The property is adjunct to the I&M reserve strip and refers to ordinance O-50-22. A request from Trustee Maher was made to have a vote to close the hearing and one to approve the transfer of parcels.

A motion to close the public hearing was made by Sniegowski, seconded by Maher at 6:39 p.m.

Roll call: Dave Maher, Ken McClafferty, Rick Sniegowski, Ronald Stapleton, and Kevin Shaughnessy. 5 ayes, 0 naves. Motion approved.

A motion to proceed with the exchange of property for Ordinance O-50-22 was made by McClafferty, seconded by Sniegowski.

Roll call: Dave Maher, nay; Ken McClafferty, Rick Sniegowski, Ronald Stapleton, and Kevin Shaughnessy, 4 ayes; 1 nay. Motion approved.

Mayor's Mention

1. Happy New Year everyone! We are looking forward to a fantastic 2023!
2. 2023 marks the year of the Village's 150th Anniversary of our incorporation which was on June 9, 1873! We are kicking off the celebration with our Lights & Ice Fest on Saturday, January 21, from 3:30-6:30 p.m. in downtown Lemont. There will be over 20 business-sponsored ice sculptures around the downtown, a LIVE ice carving taking place, character visits, a Dance Party, and much more. Please visit our website, lemont.il.us slash holiday.
3. A 150th Anniversary website is being created to keep you informed of everything related to the anniversary going on throughout the year. We will let you know when that is launched.
4. Lighting Up Lemont continues through the month of January, so make sure you head to our downtown and check out the wonderful lighting displays and Candy Cane Lane.

V) Clerk's Report

VI) Village Attorney Report

VII) Village Administrator Report

George Schafer stated there will not be a meeting on January 16 in honor of Martin Luther King day. The Committee of the Whole will be moved to January 23, 2023 with no Village Board Meeting until February.

VIII) Board Reports

Trustee Shaughnessy thanked public works for the fabulous holiday lights in downtown Lemont. He also noted that today is National Law Enforcement Appreciation Day and encouraged the public to show appreciation to our officers.

IX) Staff Reports

Chief Maton noted the snowfall restrictions for parking. If it is more than 2 inches of snow, residents must park on one side of the street noting odd and even days. Ralph Pukula updated the new water tower site will be receiving steel this week and it will be fairly busy moving forward.

X) Unfinished Business

XI) New Business

XII) Audience Participation

Jeanette DeBaris expressed concern that the public hearing published in the Chicago Tribune had a letter point size that is too small for reading. This does not help the general public and get's bypass by concerned citizens. Requesting that future notices are large enough that people can read.

XIII) Executive Session Discussion Under Chapter 5 ILCS

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

A motion to adjourn made by Dave Maher and seconded by Rick Sniegowski

Roll call: Dave Maher, Ken McClafferty, Rick Sniegowski, Ronald Stapleton, and Kevin Shaughnessy. 5 ayes, 0 naves. Meeting adjourned at 6:53 p.m.

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

January 23, 2023 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439

Roll Call – Trustees: Ken McClafferty, Ron Stapleton, Janelle Kittridge, Rick Sniegowski, Dave Maher (Zoom) and Mayor John Egofske; Kevin Shaughnessy – absent. Staff: George Schafer, Darshana Prakash, Chief Maton, Ralph Pukula, and Janet Schatz; Jamie Tate, Bruce Hill (Zoom).

Art & Culture Commission Facility Update and Discussion of Commission Request

Randy Vick from the Art & Culture Commission gave a brief presentation and history of the group. Began as a volunteer group and became a commission of the Village in 2005. Known for public art in Lemont, fall arts festival, mosaic and the 1885 strike of the quarry workers mural. Other school projects not as visible. From 2010 till August 2022 the group had a store front up by Aldi's. The location was great for the commission since there was no rent.

The Art and Culture group would like to be located in downtown Lemont for more resident exposure. Future plans include classes, adding drama and dance, inviting other artists for shows to expose Lemont to the arts. Space at 208 Stephen Street has great potential. Mr. Vick and volunteers created a budget of 150K for two years of expenses. This covers utilities, rent, part-time employee and build out of the space. The group would also like to become a non-profit entity. Currently have \$40K saved toward project.

Mayor Egofske asked of projected earnings for first year. Mr. Vick expectations are high they will succeed. The group has investigated other like minded business in surrounding towns and as a non profit they can raise additional funds. Trustee McClafferty recommended the space next door to Village Hall. Randy said they are open to this possibility but hard to visualize with smaller rooms. Trustee Kittridge is concerned of the low amount of money raised over the last ten years. The volunteer staff feels that after two years they will be able to support themselves.

Mayor Egofske asked Randy to seek financial figures from a comparable non-profit art group for one year. Randy & group see future potential art projects on the new bridge and viaduct along Stephens. George Schafer would like have feedback from the public. Trustee Maher would like the ACC to become a non-profit and also wait until the old police station is built out. Trustee Sniegowski asked if they have reached out to the library and park district for space. George will have information concerning old police dept. space in a month or two after consulting with architect. Communication will remain open.

Discussion of Case 2021-04 Mary Ellen Woods

The property under discussion is near the corner of Roberta and Walter Street. The Johnsons are present along with developer Phil Cullen. Nine detached homes are in the plans and two public hearings have been held for this five acre area. These homes will be zoned as R5A which is smaller than R4. Surrounding homes are a mixture of both. The PZC has approved the plat after an extension study by the Army Corps of Engineer for storm drainage. Issues to be discussed are sewer extension, ComEd line and landscape. Developer Phil Cullen is seeking reimbursement of 25K to extend the sewer line. Mayor

Egofske commented that developer should have known about the lack of sewer lines when the land was purchased. Mr. Johnson wants to be reassured that his \$9.8K landscaping near a man hole in his yard, will be put back in place at no cost to him. The current sewer extension will be coming from the north. It needs to go under Johnson's sidewalk and bored under a pipeline on property.

Homeowner Johnson says the scope of the work keeps changing according to the developer, Mr. Cullen. ComEd service line recently surfaced on Johnson property causing concern. Trustee Sniegowski asked if the developer Mr. Cullen could come in from the east to avoid damage. Engineer Bruce Hill said the area near the man hole will have to be dug up either way. Mr. Johnson offered granting an easement on the north side of 1101 Walter to avoid digging.

Ralph Pukula said both parties are at fault. Mayor Egofske told Mr. Cullen landscaping you remove, you need to put back in for the Johnsons. ComEd may grant an easement from across the road. The board asked for more information and other solutions from Mr. Cullen concerning the utilities, exactly how much sidewalk to be removed with verification from ComEd.

Special Event Reimbursement Discussion

Numerous events are being planned for 2023 in the Village. Events are held by the Village and Park District. Others are hosted by local volunteer groups. George Schafer is concerned with overloading police department for security and residents who may be affected by noise and traffic. Mr. Schafer would like fee's and policy put in to place. SS. Cyril's are planning a carnival August 17-20, Keepataw Days would like a parade plus a 4 day carnival and the Village's 150th anniversary will be June 9 weekend. Trustee Sniegowski does not believe there are enough people in town on a holiday weekend to attend a 4 day carnival. Recommends putting money into the fourth of July event with the Park District for our 150th anniversary. He would also like closure of streets for a parade to start 1 hour before, not six hours. The board agreed and would like policy made and followed.

Other

Jerry Kulhanek from The Bridge venue would like to expand and will be discussed at the P&Z February 1. Trustee Maher wants guests to have offsite parking. Trustee Sniegowski said owner should provide valet. Bridge attendees are now taking up parking spaces from downtown businesses. Caterers are staging food on the sidewalk which takes up pedestrian space.

The Forge wants to host a Boy Scout Jamboree from 9/29/23 – 10/1/23. It will be on the Forge property and the larger quarry. Concerns are the backside of Consumers Quarry for portable restrooms. George Schafer will ask them for another rider for their insurance to cover all liabilities.

Ralph Pukula advised the board that the service replacement lines in the village will be completed by HR Green Engineering. HR Green has completed work concerning our water issues which will help with this project.

The old gas station on 127th and State did receive their NFR last week. They need to monitor the wells moving forward.

Meeting adjourned at 8:55 p.m.



418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Administration
THROUGH:
SUBJECT: Approval of Disbursements
DATE: February 13, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Approval of Disbursements

BOARD ACTION REQUESTED

Approval of Disbursements

ATTACHMENTS

[1-10 thru 1-23-23.pdf](#)

[1-24 thru 2-13-23.pdf](#)

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
23946	01/23/2023	Open			Accounts Payable	A TOUCH OF GREEN INC	\$1,000.00		
	Invoice		Date	Description		Amount			
	2021-00000048		01/17/2023	REFUND - 12928 BELMONT PKWY		\$1,000.00			
23947	01/23/2023	Open			Accounts Payable	AMOONJUMP4U INC	\$961.88		
	Invoice		Date	Description		Amount			
	12538457		01/17/2023	ICE & LIGHTS FEST 2023/150TH ANNIVERSARY		\$961.88			
23948	01/23/2023	Open			Accounts Payable	ANDERSON PROCESS	\$1,635.19		
	Invoice		Date	Description		Amount			
	5492630		11/14/2022	brine pump		\$1,635.19			
23949	01/23/2023	Open			Accounts Payable	AT&T MOBILITY	\$594.91		
	Invoice		Date	Description		Amount			
	VIO122022		01/04/2023	plate readers 12/5-1/4/23		\$594.91			
23950	01/23/2023	Open			Accounts Payable	BURR, KATRINA	\$664.14		
	Invoice		Date	Description		Amount			
	23-01-10 KB		01/11/2023	2021 PROPERTY TAX REBATE		\$664.14			
23951	01/23/2023	Open			Accounts Payable	CARGILL, INC	\$44,984.71		
	Invoice		Date	Description		Amount			
	2907805810		12/20/2022	22GM road salt		\$5,643.06			
	2907805809		01/20/2022	22GM road salt		\$5,540.69			
	2907807343		12/20/2022	22GM road salt		\$1,892.81			
	2907807342		12/20/2022	22GM road salt		\$7,524.09			
	2907807340		12/20/2022	22GM road salt		\$1,881.76			
	2907815576		12/22/2022	22GM road salt		\$7,351.75			
	2907836918		12/30/2022	22GM road salt		\$7,548.40			
	2907843436		01/03/2023	23GM road salt		\$7,602.15			
23952	01/23/2023	Open			Accounts Payable	COMED	\$1,286.00		
	Invoice		Date	Description		Amount			
	22-12-0007		12/27/2022	1173160007 - street lights - talcott, e of stephen		\$231.96			
	22-12-2285		01/11/2023	1389012285 - 0 W State St, 1N Canal*Festival Lemont		\$28.80			
	22-12-4052		12/27/2022	2163104052 - street lights - stephen st 1 S river		\$80.38			
	22-12-8014		12/27/2022	3909078014 - street lights - illinois, e of stephen		\$43.00			
	23-01-0155		01/05/2023	1515080155 - street lights - 451 Talcott		\$15.17			
	23-03-1019		01/03/2023	0515251019 - 322 Main St Lemont		\$68.44			
	23-01-2063		01/11/2023	1443022063 - street lights - KA Steel path		\$23.50			
	23-01-3015		01/05/2023	0432203015 - street lights - 44 Stephen St		\$181.50			
	23-01-3016		01/05/2023	9338003016 - street lights - houston 1N schultz		\$21.74			
	23-01-4009		01/05/2023	0348764009 - street lights - 47 Stevens St		\$47.34			
	23-01-7033		01/05/2023	2213017033 - Main St lift station - bell rd, main st		\$147.74			
	23-01-8029		01/03/2023	0615008029 - EDBOSSERT DR METR 0 E STATE ST		\$38.89			
	23-01-9011		01/03/2023	6534089011 - street lights - 411 Singer Ave Rear		\$284.06			
	23-01-0181		01/03/2023	4668100181 - Charging Station 1001 Main St		\$73.48			
23953	01/23/2023	Open			Accounts Payable	CONSERV FS INC	\$1,644.50		
	Invoice		Date	Description		Amount			
	6420712		12/19/2022	calcium chloride		\$1,644.50			

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23954	01/23/2023	Open			Accounts Payable	COOK COUNTY TREASURER	\$859.50		
	Invoice		Date	Description		Amount			
	2022-4		01/03/2023	22GM traffic signal maintenance		\$859.50			
23955	01/23/2023	Open			Accounts Payable	CYLINDERS, INC.	\$766.08		
	Invoice		Date	Description		Amount			
	12437		01/04/2023	plow cylinders		\$766.08			
23956	01/23/2023	Open			Accounts Payable	DENZIN SOLTANZADEH LLC	\$322.50		
	Invoice		Date	Description		Amount			
	23-01-08 DS		01/08/2023	MAIN ST. PROPERTIES		\$322.50			
23957	01/23/2023	Open			Accounts Payable	ENTERTAINMENT INDUSTRIES LLC	\$375.00		
	Invoice		Date	Description		Amount			
	1172023-1		01/17/2023	ICE & LIGHTS FEST 2023/150TH ANNIVERSARY		\$375.00			
23958	01/23/2023	Open			Accounts Payable	GASVODA & ASSOCIATES, INC.	\$2,160.00		
	Invoice		Date	Description		Amount			
	INV22MSR0914CHF		01/04/2023	vacuum regulator		\$2,160.00			
23959	01/23/2023	Open			Accounts Payable	GREATER COOK COUNTY COUNCIL CHIEFS OF POLICE	\$50.00		
	Invoice		Date	Description		Amount			
	23-01-11 PC		01/11/2023	2023 DUES		\$50.00			
23960	01/23/2023	Open			Accounts Payable	GT MECHANICAL INC	\$3,758.96		
	Invoice		Date	Description		Amount			
	2200015758		12/30/2022	hvac repair		\$345.25			
	2200015422		12/30/2022	heater repair		\$345.25			
	2200015423		12/30/2022	heater repair		\$384.63			
	2200015760		12/30/2022	hvac repair		\$286.19			
	2200015355		12/30/2022	hvac repair		\$1,056.00			
	2200015425		12/30/2022	heating maintenance		\$651.13			
	2200015421		12/30/2022	heater maintenance		\$424.00			
	2200015759		12/30/2022	heater repair		\$266.51			
23961	01/23/2023	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	\$2,235.00		
	Invoice		Date	Description		Amount			
	2022-0712		01/11/2023	I.T. Support		\$2,235.00			
23962	01/23/2023	Open			Accounts Payable	HARKNESS, PATRICK, J	\$668.84		
	Invoice		Date	Description		Amount			
	23-01-19 PH		01/19/2023	2021 PROPERTY TAX REBATE		\$668.84			
23963	01/23/2023	Open			Accounts Payable	ILLINOIS PUBLIC SAFETY AGENCY NETWORK	\$132.00		
	Invoice		Date	Description		Amount			
	0046898		01/11/2023	SUBSCRIPTION RENEWAL 6 MONTHS		\$132.00			
23964	01/23/2023	Open			Accounts Payable	ILLINOIS STATE POLICE	\$28.25		
	Invoice		Date	Description		Amount			
	22-12-31 ISP		12/31/2022	FINGERPRINTING		\$28.25			

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23965	01/23/2023	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	\$190.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0239847		12/19/2022		2023 MEMBERSHIP DUES		\$190.00		
23966	01/23/2023	Open			Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS	\$1,290.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	38344445		01/07/2023		alarm monitoring		\$161.25		
	38344438		01/07/2023		alarm monitoring		\$161.25		
	38344440		01/07/2023		alarm monitoring		\$161.25		
	38344441		01/07/2023		alarm monitoring		\$161.25		
	38344442		01/07/2023		alarm monitoring		\$161.25		
	38344443		01/07/2023		alarm monitoring		\$161.25		
	38344446		01/07/2023		alarm monitoring		\$161.25		
	38344444		01/07/2023		alarm monitoring		\$161.25		
23967	01/23/2023	Open			Accounts Payable	JULIE, INC.	\$4,329.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2023-0986		01/06/2023		Julie locate tickets		\$4,329.96		
23968	01/23/2023	Open			Accounts Payable	K BROTHERS FENCE, INC	\$1,875.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-4-1		01/04/2023		railing repair		\$1,875.00		
23969	01/23/2023	Open			Accounts Payable	KEVIN A JESSEN DBA MATCO TOOLS	\$303.95		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	60619		01/10/2023		tools		\$303.95		
23970	01/23/2023	Open			Accounts Payable	LAW OFFICE OF KATHLEEN FIELD ORR	\$990.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	17064		01/11/2023		MAIN/ARCHER TIF LEGAL		\$990.00		
23971	01/23/2023	Open			Accounts Payable	MARKET ON STATE INC	\$17,695.57		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23.01.18 PM		01/18/2023		SEP-NOV 2022 SALES TAX REBATE		\$17,695.57		
23972	01/23/2023	Open			Accounts Payable	MASNY, JACLYN, L	\$542.84		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-01-10 JM		01/11/2023		2021 PROPERTY TAX REBATE		\$542.84		
23973	01/23/2023	Open			Accounts Payable	MENARDS	\$235.44		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18392		01/06/2023		clock		\$36.54		
	18027		12/28/2022		supplies		\$20.91		
	18384		01/06/2023		mailbox post		\$60.99		
	18048		12/28/2022		bldg repair / tools		\$101.02		
	18051		12/28/2022		bldg repair		\$15.98		
23974	01/23/2023	Open			Accounts Payable	METRO POWER INC	\$7,050.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	13896		01/02/2023		lift station repair		\$7,050.00		

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23975	01/23/2023	Open			Accounts Payable	MIDWEST PAVING EQUIPMENT INC	\$693.35		
	Invoice		Date	Description		Amount			
	2425		01/05/2023	equipment repair		\$693.35			
23976	01/23/2023	Open			Accounts Payable	MONROE TRUCK EQUIPMENT	\$3,754.23		
	Invoice		Date	Description		Amount			
	337623		11/16/2022	parts		\$1,163.81			
	339614		12/20/2022	parts		\$2,590.42			
23977	01/23/2023	Open			Accounts Payable	MORGAN HOMES LLC	\$500.00		
	Invoice		Date	Description		Amount			
	2021-00000380T		01/17/2023	REFUND - 125 RUFFLED FEATHERS DR.		\$500.00			
23978	01/23/2023	Open			Accounts Payable	RAZOR IMAGE	\$630.00		
	Invoice		Date	Description		Amount			
	23-01-17 RI		01/17/2023	ICE & LIGHTS FEST 2023/150TH ANNIVERSARY		\$630.00			
23979	01/23/2023	Open			Accounts Payable	SECRETARY OF STATE	\$500.00		
	Invoice		Date	Description		Amount			
	23-01-06 ILSOS		01/17/2023	SOS DATA FOR 2023 VEHICLE STICKER SEASON		\$500.00			
23980	01/23/2023	Open			Accounts Payable	SHAW MEDIA	\$399.00		
	Invoice		Date	Description		Amount			
	399.00		12/30/2022	LEMONT DOWNTOWN AD		\$399.00			
23981	01/23/2023	Open			Accounts Payable	SOSIN, ARNOLD & SCHOENBECK LTD	\$500.00		
	Invoice		Date	Description		Amount			
	127442		12/31/2022	DEC. 2022 ADJUDICATION HEARINGS		\$500.00			
23982	01/23/2023	Open			Accounts Payable	SOUTH SUBURBAN ASSOCIATION OF CHIEFS OF POLICE	\$225.00		
	Invoice		Date	Description		Amount			
	22-12-31 MM		01/11/2023	DUES FOR 2023		\$75.00			
	23-01-12 TM		01/11/2023	DUES FOR 2023		\$75.00			
	23-01-12 DD		01/11/2023	DUES FOR 2023		\$75.00			
23983	01/23/2023	Open			Accounts Payable	SPARKLES ENTERTAINMENT, INC.	\$1,620.00		
	Invoice		Date	Description		Amount			
	230121		01/17/2023	ICE & LIGHTS FEST/150TH ANNIVERSARY		\$1,620.00			
23984	01/23/2023	Open			Accounts Payable	UNIFIRST CORPORATION	\$79.43		
	Invoice		Date	Description		Amount			
	0620542195		01/09/2023	1658751 - Village Hall carpet mats		\$79.43			
23985	01/23/2023	Open			Accounts Payable	VILLAGE OF HOMER GLEN	\$14,003.72		
	Invoice		Date	Description		Amount			
	23-01-18 HG		01/18/2023	SEP-NOV 2022 SALES TAX REBATE		\$14,003.72			
23986	01/23/2023	Open			Accounts Payable	VULCAN MATERIALS	\$1,318.68		
	Invoice		Date	Description		Amount			
	33143770		01/17/2023	23GM gravel		\$1,318.68			
23987	01/23/2023	Open			Accounts Payable	WILLOWBROOK FORD INC	\$23,081.00		
	Invoice		Date	Description		Amount			
	203626		12/22/2022	PD VEHICLE - 2023 KIA		\$23,081.00			

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23988	01/23/2023	Open			Accounts Payable	SOUTH SUBURBAN WATER WORKS ASSN.	\$135.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2023		01/01/2023		SSWWA membership renewal		\$135.00		
23989	01/23/2023	Open			Accounts Payable	ADVANCED FIRE PROTECTION CO.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00000130		01/11/2023		REFUND - 14911 127TH ST		\$1,000.00		
23990	01/23/2023	Open			Accounts Payable	ERIC BAETZ & NICOLE LAMBROS	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2021-00000380		01/17/2023		REFUND - 125 RUFFLED FEATHERS DR		\$1,000.00		
23991	01/23/2023	Open			Accounts Payable	JOSEPH J. DUFFY CO.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2013-00010621		01/11/2023		REFUND - 11500 THERESA DR.		\$1,000.00		
23992	01/23/2023	Open			Accounts Payable	NAPERVILLE POOL & SPA	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2014-00000130		01/11/2023		REFUND - 26 PINE NEEDLES DR.		\$1,000.00		
23993	01/23/2023	Open			Accounts Payable	PETER MICHAEL REALTY	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2018-00001015		01/11/2023		REFUND- 1100 STATE ST.		\$1,000.00		
23994	01/23/2023	Open			Accounts Payable	REVIVED EXTERIORS INC.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00000968		01/11/2023		REFUND - 16700 PASTURE DR.		\$1,000.00		
23995	01/23/2023	Open			Accounts Payable	RUSSO'S POOL INSTALLATION & SERVICE	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2015-00000907		01/11/2023		REFUND - 16714 WILLSHIRE CT.		\$1,000.00		
23996	01/23/2023	Open			Accounts Payable	RUSSO'S POOL INSTALLATION & SERVICE	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2018-00000298		01/17/2023		REFUND - 12624 THORNBERRY DR.		\$1,000.00		
23997	01/23/2023	Open			Accounts Payable	SULLIVAN, ASHLEY	\$10.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-01-04 AS		01/11/2023		VEHICLE STICKER REFUND - LATE FEE		\$10.00		
23998	01/23/2023	Open			Accounts Payable	THE COZY INN	\$8.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-01-09 CI		01/09/2023		OVERPAYMENT NOV 2022		\$8.11		
23999	01/23/2023	Open			Accounts Payable	ODELSON, STERK, MURPHEY, FRAZIER & MCGRATH LTD	\$40,458.67		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	34848		01/11/2023		AUG LEGAL FEES		\$17,959.10		
	35744		01/17/2023		DEC 2022 ELECTORAL BOARD PROCEEDINGS		\$4,425.00		
	35743		01/11/2023		DEC 2022 SERVICES		\$18,074.57		
24000	01/23/2023	Open			Accounts Payable	B&R REPAIR INC	\$4,004.53		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	WI088652		12/20/2022		1136 suspension repair		\$4,004.53		

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					55 Transactions		\$198,550.94		
<u>EFT</u>									
2124	01/11/2023	Reconciled		01/17/2023	Accounts Payable	FM BANKCARD PROCESSING CENTER	\$152,711.14	\$152,711.14	\$0.00
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2023-00000544		01/11/2023	NOVEMBER PROCUREMENT CARD		\$152,711.14			
2125	01/23/2023	Open			Accounts Payable	ALL TOGETHER LLC	\$4,629.23		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	21268		01/02/2023	LEMONT DOWNTOWN		\$4,629.23			
2126	01/23/2023	Open			Accounts Payable	AVALON PETROLEUM COMPANY	\$5,158.82		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	580806		01/03/2023	1700 gallons regular		\$5,158.82			
2127	01/23/2023	Open			Accounts Payable	BEECHEN & DILL HOMES INC	\$11,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2021-00001249LT		01/11/2023	REFUND - 1410 NOTTING HILL DR.		\$5,500.00			
	2021-00001248LT		01/11/2023	REFUND-1408 NOTTING HILL DR.		\$5,500.00			
2128	01/23/2023	Open			Accounts Payable	BILLIG, PEGGY	\$190.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0143		01/16/2023	PZC HEARING		\$190.00			
2129	01/23/2023	Open			Accounts Payable	BUCKEYE POWER SALES CO., INC.	\$922.99		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	PSV308362		01/22/2023	generator repair		\$922.99			
2130	01/23/2023	Open			Accounts Payable	BURNS MECHANICAL INC	\$315.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	15876		01/04/2023	plumbing repair		\$315.00			
2131	01/23/2023	Open			Accounts Payable	CROSS POINTS SALES, INC	\$305.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	P80305		12/30/2022	alarm service		\$305.00			
2132	01/23/2023	Open			Accounts Payable	GOVTEMPS USA LLC	\$1,120.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	4111428		01/12/2023	PLAN REVIEWER		\$1,120.00			
2133	01/23/2023	Open			Accounts Payable	HOPPY'S LANDSCAPING, INC	\$127,224.90		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	21534-PE1		01/14/2023	PW annex storm sewers & drainage		\$127,224.90			
2134	01/23/2023	Open			Accounts Payable	HR GREEN, INC.	\$4,067.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	159272		01/10/2023	water supply study		\$2,417.00			
	159273		01/10/2023	source water protection plan		\$1,650.50			
2135	01/23/2023	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	\$219,808.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	202336		01/03/2023	2023 ANNUAL CONTRIBUTION		\$219,808.00			
2136	01/23/2023	Open			Accounts Payable	LOOK NU, LLC	\$6.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	965		01/01/2023	PD CAR WASHES 12/27/22		\$6.00			

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2137	01/23/2023	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	\$350.00		
	Invoice		Date	Description			Amount		
	INV046635		01/15/2023	data connection fee			\$350.00		
2138	01/23/2023	Open			Accounts Payable	NORTHERN ILLINOIS REAL ESTATE MAGAZINE	\$100.00		
	Invoice		Date	Description			Amount		
	12312022		12/31/2022	LEMONT EC. DEV. AD			\$100.00		
2139	01/23/2023	Open			Accounts Payable	OPENGOV INC	\$39,942.00		
	Invoice		Date	Description			Amount		
	INV00009584		01/09/2023	SOFTWARE			\$39,942.00		
2140	01/23/2023	Open			Accounts Payable	PACE ANALYTICAL SERVICES, LLC	\$255.00		
	Invoice		Date	Description			Amount		
	I9542568		01/09/2023	sample testing			\$255.00		
2141	01/23/2023	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	\$771.72		
	Invoice		Date	Description			Amount		
	S701228057.001		01/09/2023	23GM street light parts			\$771.72		
2142	01/23/2023	Open			Accounts Payable	PROVEN BUSINESS SYSTEMS, LLC	\$825.79		
	Invoice		Date	Description			Amount		
	993694		01/03/2023	3250-08 - 10/08/22 to 01/07/23 - V.H. Copier			\$825.79		
2143	01/23/2023	Open			Accounts Payable	QUENCH USA INC	\$41.50		
	Invoice		Date	Description			Amount		
	INV05244462		01/03/2023	146998 - coffee service supplies			\$41.50		
2144	01/23/2023	Open			Accounts Payable	RAG'S ELECTRIC	\$310.00		
	Invoice		Date	Description			Amount		
	23542		12/09/2022	electric repair			\$310.00		
2145	01/23/2023	Open			Accounts Payable	RAY O'HERRON CO., INC.	\$82.00		
	Invoice		Date	Description			Amount		
	2244706		01/10/2023	JASON BOYER - UNIFORM PANTS			\$82.00		
2146	01/23/2023	Open			Accounts Payable	TAI GINSBERG & ASSOCIATES LLC	\$7,041.97		
	Invoice		Date	Description			Amount		
	2475		01/06/2023	DEC. 2022			\$7,041.97		
2147	01/23/2023	Open			Accounts Payable	TATE, JAMIE, M	\$6,320.80		
	Invoice		Date	Description			Amount		
	22-24		01/17/2023	11/14/2022-11/27/2022 planning services			\$1,386.20		
	22-25		01/17/2023	11/28/22-12/11/22 planning services			\$2,503.00		
	22-26		01/17/2023	12/12/22-12/25/22 planning services			\$2,431.60		
2148	01/23/2023	Open			Accounts Payable	TRUE BLUE CAR WASH	\$155.00		
	Invoice		Date	Description			Amount		
	INV-4566		12/31/2022	DEC POLICE VEHICLE WASH			\$120.00		
	INV-4546		01/11/2023	LEMA CAR WASH - DEC.			\$35.00		
Type EFT Totals:					25 Transactions		\$583,654.36	\$152,711.14	\$0.00
FM-Clearing - Accounts Payable Totals									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	55	\$198,550.94	\$0.00

Payment Register

From Payment Date: 1/10/2023 - To Payment Date: 1/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	55	\$198,550.94	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	24	\$430,943.22	\$0.00
						Reconciled	1	\$152,711.14	\$152,711.14
						Voided	0	\$0.00	\$0.00
						Total	25	\$583,654.36	\$152,711.14
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	79	\$629,494.16	\$0.00
						Reconciled	1	\$152,711.14	\$152,711.14
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	80	\$782,205.30	\$152,711.14
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	55	\$198,550.94	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	55	\$198,550.94	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	24	\$430,943.22	\$0.00
						Reconciled	1	\$152,711.14	\$152,711.14
						Voided	0	\$0.00	\$0.00
						Total	25	\$583,654.36	\$152,711.14
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	79	\$629,494.16	\$0.00
						Reconciled	1	\$152,711.14	\$152,711.14
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	80	\$782,205.30	\$152,711.14

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
24010	02/13/2023	Open			Accounts Payable	AMALGAMATED BANK OF CHICAGO	\$475.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	23-02-01 5003		02/01/2023	1857785003 Series 2022 Fees		\$475.00			
24011	02/13/2023	Open			Accounts Payable	AT&T MOBILITY	\$599.05		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	VIO012023		02/04/2023	plate readers 1/5/23-2/4/23		\$599.05			
24012	02/13/2023	Open			Accounts Payable	CARGILL, INC	\$15,138.77		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2907914040		01/25/2023	23GM road salt		\$7,540.30			
	2907910328		01/24/2023	23GM road salt		\$3,790.77			
	2907909803		01/24/2023	23GM road salt		\$3,807.70			
24013	02/13/2023	Open			Accounts Payable	CHICAGO TRIBUNE MEDIA GROUP	\$493.32		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	065598961000		12/31/2022	PUBLIC HEARING NOTICE		\$493.32			
24014	02/13/2023	Open			Accounts Payable	CLEAR CHANNEL OUTDOOR INC	\$550.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	25154317		01/16/2023	ARCHER BILLBOARD LEMONT DOWNTOWN		\$550.00			
24015	02/13/2023	Open			Accounts Payable	COMED	\$17,484.85		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	23-01-6057		01/23/2023	1763156057 - street lights - 0 WS Rolling Mdw Dr		\$16,828.24			
	23-01-4054		01/11/2023	4161134054 - street lights - 0 12701 TRE, 171 LEMONT		\$22.76			
	23-01-2285A		01/26/2023	1389012285 - 0 W State St, 1N Canal*Festival Lemont		\$28.23			
	23-01-0007A		01/26/2023	1173160007 - street lights - talcott, e of stephen		\$363.78			
	23-01-4052A		01/27/2023	2163104052 - street lights - stephen st 1 S river		\$122.77			
	23-01-8014A		01/27/2023	3909078014 - street lights - illinois, e of stephen		\$70.45			
	23-01-8029A		01/30/2023	0615008029 - EDBOSSERT DR METR 0 E STATE ST		\$48.62			
24016	02/13/2023	Open			Accounts Payable	CREAMERY CATERING AND EVENTS	\$2,400.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	000004		01/24/2023	FOOD TRUCK AT ICEFEST/ FREE HOT CHOCOLATE		\$2,400.00			
24017	02/13/2023	Open			Accounts Payable	ELINEUP LLC	\$600.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1210		01/22/2023	SOFTWARE		\$600.00			
24018	02/13/2023	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	\$3,995.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2023-005		01/26/2023	JANUARY MANAGED SERVICES MONTHLY FEE		\$3,995.00			
24019	02/13/2023	Open			Accounts Payable	HELBLING, JIM	\$2,850.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	23-01-21 JH		01/24/2023	ICE & LIGHTS 2023 - 150TH ANNIVERSARY		\$450.00			
	22-12-25 JH		01/25/2023	ADDITIONAL DECEMBER HAYRIDES - LIGHTING UP LEMONT		\$2,400.00			

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24020	02/13/2023	Open			Accounts Payable	ILLINOIS CITY COUNTY MANAGEMENT ASSOCIATION (ILCMA)	\$50.00		
	Invoice		Date	Description		Amount			
	4198		01/27/2023	JOB POSTING		\$50.00			
24021	02/13/2023	Open			Accounts Payable	ILLINOIS PLUMBING INSPECTORS ASSOCIATION	\$125.00		
	Invoice		Date	Description		Amount			
	23-05-12 MH		01/27/2023	PLUMBER LICENSE		\$125.00			
24022	02/13/2023	Open			Accounts Payable	ILLINOIS TOLLWAY	\$30.05		
	Invoice		Date	Description		Amount			
	G123000004060		01/11/2023	TOLLS FROM 10/01/22-12/31/22		\$30.05			
24023	02/13/2023	Open			Accounts Payable	JEFFERY D. GREENSPAN	\$1,200.00		
	Invoice		Date	Description		Amount			
	LEMONT-1-23		01/17/2023	ELECTION HEARING		\$1,200.00			
24024	02/13/2023	Open			Accounts Payable	JX TRUCK CENTER - BOLINGBROOK	\$399.48		
	Invoice		Date	Description		Amount			
	22227664P		01/23/2023	parts		\$399.48			
24025	02/13/2023	Open			Accounts Payable	KIMBALL MIDWEST	\$784.78		
	Invoice		Date	Description		Amount			
	100715971		02/01/2023	supplies		\$784.78			
24026	02/13/2023	Open			Accounts Payable	LECH, RAYMOND, R	\$571.85		
	Invoice		Date	Description		Amount			
	23-01-30 RRL		01/30/2023	2021 PROPERTY TAX REBATE		\$571.85			
24027	02/13/2023	Open			Accounts Payable	LEMONT FIRE PROTECTION DISTRICT	\$1,700.00		
	Invoice		Date	Description		Amount			
	23-02-13 FPD		01/27/2023	land cash contribution		\$1,700.00			
24028	02/13/2023	Open			Accounts Payable	LEMONT HIGH SCHOOL DIST 210	\$7,571.84		
	Invoice		Date	Description		Amount			
	23-02-13 D210		02/06/2023	land cash contribution		\$7,571.84			
24029	02/13/2023	Open			Accounts Payable	LEMONT PARK DISTRICT	\$66,939.02		
	Invoice		Date	Description		Amount			
	23-02-13 PkD		02/06/2023	land cash contribution		\$66,939.02			
24030	02/13/2023	Open			Accounts Payable	LEMONT-BROMBEREK COMBINED SCHOOL DIST 113A	\$20,819.42		
	Invoice		Date	Description		Amount			
	23-02-13 113A		02/06/2023	land cash contribution		\$20,819.42			
24031	02/13/2023	Open			Accounts Payable	LOCIS	\$1,596.00		
	Invoice		Date	Description		Amount			
	44687		01/02/2023	MEMBERSHIP RENEWAL - 2023		\$1,596.00			
24032	02/13/2023	Open			Accounts Payable	LOOP CLERKING SERVICE INC	\$1,078.40		
	Invoice		Date	Description		Amount			
	88309		10/11/2022	COPPER RIDGE RECORDING FEE		\$377.00			
	88165		10/04/2022	COPPER RIDGE RECORDING FEE		\$353.00			

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	87086		09/17/2022		HARTZ HOMES RECORDING FEE		\$348.40		
24033	02/13/2023	Open			Accounts Payable	LYNNE R. OSTFELD	\$1,500.00		
	Invoice		Date	Description		Amount			
	23-01-30 LRO		01/30/2023	ELECTION HEARING		\$1,500.00			
24034	02/13/2023	Open			Accounts Payable	MENARDS	\$234.67		
	Invoice		Date	Description		Amount			
	18547		01/10/2023	supplies		\$129.48			
	18638		01/12/2023	supplies		\$105.19			
24035	02/13/2023	Open			Accounts Payable	METROPOLITAN FIRE PROTECTION	\$3,335.00		
	Invoice		Date	Description		Amount			
	54825		10/19/2022	compressor for sprinkler system		\$3,335.00			
24036	02/13/2023	Open			Accounts Payable	MONROE TRUCK EQUIPMENT	\$5,000.39		
	Invoice		Date	Description		Amount			
	340320		01/25/2023	parts		\$387.54			
	339870		01/25/2023	parts		\$620.88			
	5481354		01/27/2023	parts		\$239.91			
	340356		01/27/2023	parts		\$194.13			
	339853		01/04/2023	parts		\$79.86			
	340018		01/05/2023	parts		\$3,252.47			
	339847		01/16/2023	parts		\$225.60			
24037	02/13/2023	Open			Accounts Payable	MOTOROLA SOLUTIONS INC	\$220.42		
	Invoice		Date	Description		Amount			
	8281549524		01/12/2023	CHARGER - FOR PD		\$220.42			
24038	02/13/2023	Open			Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF ILLINOIS, P.C.	\$675.00		
	Invoice		Date	Description		Amount			
	1014492578		01/23/2023	CDL RANDOM DRY TESTING		\$514.00			
	1014507759		01/20/2023	PHYSICAL EXAM/DRUG SCREEN		\$161.00			
24039	02/13/2023	Open			Accounts Payable	POELLOT, JOSHUA, J	\$500.00		
	Invoice		Date	Description		Amount			
	20123		02/01/2023	A/V SERVICES		\$500.00			
24040	02/13/2023	Open			Accounts Payable	POLIMORPHIC, INC	\$8,814.50		
	Invoice		Date	Description		Amount			
	16		02/01/2023	CONSTITUENT REQUESTS WORKFLOW - ENDS JUNE 30, 2023		\$8,814.50			
24041	02/13/2023	Open			Accounts Payable	PRESECKY, BRIGID	\$500.00		
	Invoice		Date	Description		Amount			
	0000330		01/22/2023	PHOTOGRAPHY FOR ICE & LIGHTS FEST		\$500.00			
24042	02/13/2023	Open			Accounts Payable	ROBERT W. BERTUCCI	\$950.00		
	Invoice		Date	Description		Amount			
	23-01-17 RWB		01/17/2023	ELECTION HEARING		\$950.00			
24043	02/13/2023	Open			Accounts Payable	ROD BAKER FORD	\$137.04		
	Invoice		Date	Description		Amount			
	23151		01/12/2023	parts		\$137.04			

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24044	02/13/2023	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	\$50.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	02-23-04ma		02/01/2023		Plotter Maintenance Agreement		\$50.00		
24045	02/13/2023	Open			Accounts Payable	STANDARD EQUIPMENT COMPANY	\$9,529.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	W09637		01/25/2023		sweeper repair		\$9,529.16		
24046	02/13/2023	Open			Accounts Payable	UNDERGROUND PIPE & VALVE CO INC	\$1,318.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	058895		01/16/2023		repair clamps		\$1,318.00		
24047	02/13/2023	Open			Accounts Payable	UNIFIRST CORPORATION	\$79.43		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0620544511		01/23/2023		1658751 - Village Hall carpet mats		\$79.43		
24048	02/13/2023	Open			Accounts Payable	VEENSTRA & KIMM, INC.	\$1,393.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6761004		01/27/2023		DOWNTOWN - COM ED UTILITIES		\$1,393.00		
24049	02/13/2023	Open			Accounts Payable	VILLAGE OF LEMONT -UTILITY BILL	\$1,917.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-02-5047		01/31/2023		165047-001 - 16680 NEW AVE		\$204.27		
	23-02-5045		01/31/2023		165045-001 - 14600 127TH ST		\$319.46		
	23-02-6800		01/31/2023		166800-002 - 16680 NEW AVE		\$1,034.30		
	23-02-2214		01/31/2023		162214-001 - 418 MAIN ST		\$234.77		
	23-02-2213		01/31/2023		162213-001 - 418 MAIN ST		\$82.59		
	23-02-2215		01/31/2023		162215-001 - 418 MAIN ST		\$42.59		
24050	02/13/2023	Open			Accounts Payable	WESTERN REMAC, INC.	\$905.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	63774		01/24/2023		23GM sign materials		\$905.00		
24051	02/13/2023	Open			Accounts Payable	WEX FLEET UNIVERSAL	\$27.99		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	86990562		01/31/2023		January 2023 retail fuel		\$27.99		
24052	02/13/2023	Open			Accounts Payable	BEARY LANDSCAPING	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2013-00010426		02/06/2023		CLEAN UP BOND-13026 KLAPPA DR		\$1,000.00		
24053	02/13/2023	Open			Accounts Payable	CAVALLO, RUTH & GINO	\$140.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-01-27 RGC		01/27/2023		VEHICLE STICKER REFUND - LATE FEE		\$140.00		
24054	02/13/2023	Open			Accounts Payable	CONSTRUCTION MANAGEMENT DBA BRIGGS	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019-00001203		02/06/2023		CLEAN UP BOND-15900 127TH ST		\$1,000.00		
24055	02/13/2023	Open			Accounts Payable	CONSTRUCTION MANAGEMENT DBA BRIGGS	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00000359		02/06/2023		CLEAN UP BOND-15900 127TH ST		\$1,000.00		

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24056	02/13/2023	Open			Accounts Payable	COUNTRY LANDSCAPE & SUPPLY, INC	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019-0000030		02/06/2023		CLEAN UP BOND-15185 MAIN ST		\$1,000.00		
24057	02/13/2023	Open			Accounts Payable	DOWNES SWIMMING POOL CO.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2014-00000406		02/06/2023		Bond Refund		\$1,000.00		
24058	02/13/2023	Open			Accounts Payable	EAGLE SECURITY FIRE & LIFE SAFETY, INC	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00000129		02/06/2023		CLEAN UP BOND-12450 WALKER RD		\$1,000.00		
24059	02/13/2023	Open			Accounts Payable	FOX VALLEY FIRE & SAFETY	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2016-00000094		02/06/2023		CLEAN UP BOND-2016-00000094		\$1,000.00		
24060	02/13/2023	Open			Accounts Payable	GK DEVELOPMENT	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019-00000851		02/06/2023		CLEAN UP BOND-1100 STATE ST		\$1,000.00		
24061	02/13/2023	Open			Accounts Payable	HERNANDEZ, JOSEPH	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2018-00000579		01/27/2023		REFUND - 206 MAIN ST.		\$1,000.00		
24062	02/13/2023	Open			Accounts Payable	JUREVICIUS, INGA	\$10.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-01-26 IJ		01/27/2023		VEHICLE STICKER LATE FEE REFUND		\$10.00		
24063	02/13/2023	Open			Accounts Payable	MACH 1, INC.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2016-00000520		02/06/2023		CLEAN UP BOND-2016-00000520		\$1,000.00		
24064	02/13/2023	Open			Accounts Payable	MARGALUS, JEFF	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2021-00000180		02/06/2023		CLEAN UP BOND-16515 CHRISTOPHER DR		\$1,000.00		
24065	02/13/2023	Open			Accounts Payable	POOL & SPA WORKS, INC	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2020-00000251		02/06/2023		CLEAN UP BOND-11151 TUSCANY CT		\$1,000.00		
24066	02/13/2023	Open			Accounts Payable	PROFESSIONAL PAVING & CONCRETE COMPANY	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2013-00010180		02/06/2023		CLEAN UP BOND-13440 ARCHER AVE		\$1,000.00		
24067	02/13/2023	Open			Accounts Payable	RAM FIRE PROTECTION INC.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2015-00000198		02/06/2023		CLEAN UP BOND-2015-00000198		\$1,000.00		
24068	02/13/2023	Open			Accounts Payable	ROOF OPTIONS, LLC	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2014-00000117		02/06/2023		CLEAN UP BOND-1151 STATE ST		\$1,000.00		
24069	02/13/2023	Open			Accounts Payable	SIMPLEX GRINNELL/MEANY	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2015-00000815		02/06/2023		CLEAN UP BOND-1270 FRANCISCAN DR		\$1,000.00		

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24070	02/13/2023	Open			Accounts Payable	TCL ELECTRICAL & LIGHTING	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000287		02/06/2023	CLEAN UP BOND-1270 FRANCISCAN DR		\$1,000.00			
24071	02/13/2023	Open			Accounts Payable	THD AT-HOME SERVICES	\$1,000.00		
	Invoice		Date	Description		Amount			
	2013-00010687		02/06/2023	CLEAN UP BOND-1180 CAMELOT LN		\$1,000.00			
24072	02/13/2023	Open			Accounts Payable	CRAWFORD, MURPHY, TILLY, INC.	\$2,073.00		
	Invoice		Date	Description		Amount			
	0226284		01/22/2023	Logan St dam inpection		\$1,132.50			
	0226285		01/22/2023	Derby Road bridge inspection		\$940.50			
24073	02/13/2023	Open			Accounts Payable	SOUTHWEST CENTRAL DISPATCH	\$23,331.08		
	Invoice		Date	Description		Amount			
	23-01-19 SWD		01/19/2023	FEB 2023 MONTHLY DISPATCH		\$23,331.08			
24074	02/13/2023	Open			Accounts Payable	ALTORFER INDUSTRIES, INC.	\$83.95		
	Invoice		Date	Description		Amount			
	P58C0023824		01/16/2023	parts		\$83.95			
24075	02/13/2023	Open			Accounts Payable	CYLINDERS, INC.	\$1,453.00		
	Invoice		Date	Description		Amount			
	12462		01/10/2023	plow cylinders		\$447.26			
	12492		01/17/2023	plow cylinders		\$1,005.74			
24076	02/13/2023	Open			Accounts Payable	CHRISTINA SMITH	\$1,155.00		
	Invoice		Date	Description		Amount			
	23-02-02 CS		01/27/2023	DEC & JAN CONSULTING		\$1,155.00			
Type Check Totals:						67 Transactions	\$230,785.44		
<u>EFT</u>									
2153	01/31/2023	Reconciled		01/31/2023	Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	\$39,950.12	\$39,950.12	\$0.00
	Invoice		Date	Description		Amount			
	JAN 2023 IMRF		01/31/2023	JAN 2023 CONTRIBUTIONS		\$39,950.12			
2154	02/13/2023	Open			Accounts Payable	ACCURATE EMPLOYMENT SCREENING, LLC	\$85.09		
	Invoice		Date	Description		Amount			
	AUR2148215		02/01/2023	Background checks		\$85.09			
2155	02/13/2023	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	\$1,147.49		
	Invoice		Date	Description		Amount			
	23-01-25 EA		01/25/2023	Feb 2023 payment		\$1,147.49			
2156	02/13/2023	Open			Accounts Payable	AVALON PETROLEUM COMPANY	\$16,965.18		
	Invoice		Date	Description		Amount			
	580875		01/17/2023	1612 gallons regular		\$4,961.26			
	580888		01/30/2023	1600 gallons regular		\$4,961.76			
	027788		01/24/2023	1606 gallons diesel		\$7,042.16			
2157	02/13/2023	Open			Accounts Payable	BEECHEN & DILL HOMES INC	\$19,500.00		
	Invoice		Date	Description		Amount			
	2021-00000593		02/06/2023	CLEAN UP BOND-1423 NOTTING HILL DR		\$1,000.00			
	2021-00000593LT		02/06/2023	LANDSCAPE AND TEMP OCC		\$5,500.00			

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2021-00000594		02/07/2023		REFUND - 1421 NOTTING HILL DR		\$1,000.00		
	2021-00000594LT		01/27/2023		REFUND 1421 NOTTING HILL DR		\$5,500.00		
	2021-00000595		02/06/2023		REFUND - 1419 NOTTING HILL DR.		\$1,000.00		
	2021-00000595LT		01/27/2023		REFUND - 1419 NOTTING HILL DR		\$5,500.00		
2158	02/13/2023	Open			Accounts Payable	CB&I STORAGE TANK SOLUTIONS LLC	\$629,013.54		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18151-PE2		01/14/2023		elevated water storage tank		\$629,013.54		
2159	02/13/2023	Open			Accounts Payable	CDW GOVERNMENT	\$977.87		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	GM44824		01/31/2023		CONFERENCE ROOM CAMERA		\$977.87		
2160	02/13/2023	Open			Accounts Payable	FOODY AND DRINKY INSPECTIONS	\$800.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2023-1		11/29/2022		HEALTH INSPECTION		\$800.00		
2161	02/13/2023	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC	\$3,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6062		02/01/2023		LOBBYIST CONSULTING		\$3,000.00		
2162	02/13/2023	Open			Accounts Payable	HR GREEN, INC.	\$2,250.56		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	160017		01/27/2023		source water protection plan		\$2,250.56		
2163	02/13/2023	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	\$8,872.73		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SALES0020609		01/31/2023		DECEMBER DEDUCTIBLE		\$8,872.73		
2164	02/13/2023	Open			Accounts Payable	KLEIN THORPE AND JENKINS LTD	\$76.06		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	230660		01/31/2023		TAX OBLIGATION THRU NOV 2022		\$58.31		
	231076		01/12/2023		TAX OBLIGATION THRU DEC 2022		\$17.75		
2165	02/13/2023	Open			Accounts Payable	LEMONT PUBLIC LIBRARY DISTRICT	\$3,060.56		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23.02.13 LIB		02/06/2023		land cash contribution		\$3,060.56		
2166	02/13/2023	Open			Accounts Payable	LOUIS F. CAINKAR, LTD.	\$3,025.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23-01-25 LC1		01/25/2023		ANNUAL TAX PARCEL REVIEW		\$1,650.00		
	23-01-25 LC2		01/25/2023		ANNUAL TAX PARCEL REVIEW		\$1,375.00		
2167	02/13/2023	Open			Accounts Payable	LYONS ELECTRIC CO	\$735.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18494		01/31/2023		23GM traffic signal maintenance		\$735.00		
2168	02/13/2023	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	\$8,258.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV047127		01/31/2023		l/s pump repair		\$8,258.00		

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2169	02/13/2023	Open			Accounts Payable	NEOPOST #6083457	\$3,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	23-02-03 NP		02/03/2023	via ACH - POC # 6083457		\$3,000.00			
2170	02/13/2023	Open			Accounts Payable	NOVOTNY ENGINEERING	\$91,581.28		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	21205-3		08/09/2022	I&M TIFF		\$50,775.60			
	18151-22		02/02/2023	Design & Construction services elevated water storage tank		\$10,975.67			
	02275-14		02/02/2023	Fitness Park		\$1,043.00			
	02123-14		02/02/2023	Covington Knolls 7		\$615.00			
	22052-4		02/02/2023	13389 McCarthy Rd		\$640.00			
	22173-3		02/02/2023	2022 sanitary sewer lining		\$1,314.00			
	22270-5		02/02/2023	PW annex access roadway and storage yard paving		\$451.00			
	22477-2		02/02/2023	Central School IDOT permit		\$1,620.00			
	21534-5		02/02/2023	PW annex storm sewer and drainage work		\$1,847.00			
	21543-4		02/02/2023	22GM MFT resurfacing		\$5,614.51			
	21173-13		02/02/2023	Copper Ridge PUD		\$6,559.00			
	21197-15		02/02/2023	Gleneagles PUD		\$3,865.00			
	20256-14		02/02/2023	Reillys Meadow PUD		\$943.00			
	18435-26		02/02/2023	Notting Hill Subdivision		\$886.00			
	18302-20		02/02/2023	Covington Knolls phase 8		\$451.00			
	16344-39		02/02/2023	Marble Landing PUD		\$656.00			
	02115-117		02/02/2023	NPDES phase 2 cso flow monitoring		\$328.00			
	15135-42		02/02/2023	Seven Oaks Townhomes		\$935.00			
	12387-66		02/02/2023	Kettering phase 2		\$492.00			
	21210-14		02/02/2023	I&M Canal water regulation hydraulic study		\$1,242.50			
	22542-1		01/31/2023	LEAD SERVICE LINE - REVIEW CONTRACT		\$328.00			
2171	02/13/2023	Open			Accounts Payable	OVERDOORS OF ILLINOIS	\$275.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	27845		01/20/2023	gate repair		\$275.00			
2172	02/13/2023	Open			Accounts Payable	PACE ANALYTICAL SERVICES, LLC	\$250.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	I9544829		01/31/2023	sample testing		\$250.00			
2173	02/13/2023	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	\$817.38		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	S701222890.001		12/19/2022	lights		\$34.58			
	S701222558.001		12/15/2022	22GM street light parts		\$782.80			
2174	02/13/2023	Open			Accounts Payable	PARENT PETROLEUM INC	\$1,636.05		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1543802		01/19/2023	supplies		\$472.55			
	1543800		01/17/2023	supplies		\$1,163.50			
2175	02/13/2023	Open			Accounts Payable	PROSHRED SECURITY	\$55.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1102706		01/27/2023	VH SHREDDING		\$55.00			

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
2176	02/13/2023	Open			Accounts Payable	QUENCH USA INC	\$7.47			
	Invoice		Date	Description		Amount				
	INV05368203		02/02/2023	146998 - coffee service supplies		\$7.47				
2177	02/13/2023	Open			Accounts Payable	QUICKET SOLUTIONS INC	\$3,336.67			
	Invoice		Date	Description		Amount				
	0001168		01/31/2023	JAN 23 SERVICES		\$3,336.67				
2178	02/13/2023	Open			Accounts Payable	QUINLAN SECURITY SYSTEMS	\$1,017.93			
	Invoice		Date	Description		Amount				
	31990		02/01/2023	door access		\$394.23				
	32046		02/01/2023	door access		\$416.85				
	32045		02/01/2023	door access		\$206.85				
2179	02/13/2023	Open			Accounts Payable	RAG'S ELECTRIC	\$10,050.44			
	Invoice		Date	Description		Amount				
	23598		01/12/2023	Parker & Dixon Way light repair		\$263.00				
	4827-2212		01/01/2023	22GM street light maintenance		\$1,000.00				
	4827-2211		12/01/2022	22GM street light maintenance		\$1,000.00				
	4827-2210		11/01/2022	22GM street light maintenance		\$1,000.00				
	23441		12/31/2022	council room under desk lighting		\$5,787.44				
	4827-2301		02/01/2023	23GM street light maintenance		\$1,000.00				
2180	02/13/2023	Open			Accounts Payable	RAINBOW PRINTING	\$1,977.90			
	Invoice		Date	Description		Amount				
	415283		01/20/2023	#10 window utility bill envelopes and perf stock		\$1,977.90				
2181	02/13/2023	Open			Accounts Payable	RCM DATA CORPORATION	\$6,762.00			
	Invoice		Date	Description		Amount				
	IN81813		01/25/2023	design jet scanner printer		\$6,762.00				
2182	02/13/2023	Open			Accounts Payable	TRUE BLUE CAR WASH	\$140.00			
	Invoice		Date	Description		Amount				
	INV-4599		01/31/2023	LEMA CAR WAS-DEC.		\$5.00				
	INV-4620		01/31/2023	DEC. POLICE VEHICLE WASH		\$135.00				
2183	02/13/2023	Open			Accounts Payable	WEST SIDE TRACTOR SALES	\$112,510.89			
	Invoice		Date	Description		Amount				
	I04265		01/23/2023	John Deere 85G Ft4 excavator		\$111,852.34				
	N33396		01/23/2023	parts		\$658.55				
Type EFT Totals:										
FM-Clearing - Accounts Payable Totals										
							31 Transactions	\$971,135.21	\$39,950.12	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	67	\$230,785.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	67	\$230,785.44	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	30	\$931,185.09	\$0.00
	Reconciled	1	\$39,950.12	\$39,950.12
	Voided	0	\$0.00	\$0.00
	Total	31	\$971,135.21	\$39,950.12

Payment Register

From Payment Date: 1/24/2023 - To Payment Date: 2/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	97	\$1,161,970.53	\$0.00	
					Reconciled	1	\$39,950.12	\$39,950.12	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	98	\$1,201,920.65	\$39,950.12	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	67	\$230,785.44	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	67	\$230,785.44	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	30	\$931,185.09	\$0.00	
					Reconciled	1	\$39,950.12	\$39,950.12	
					Voided	0	\$0.00	\$0.00	
					Total	31	\$971,135.21	\$39,950.12	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	97	\$1,161,970.53	\$0.00	
					Reconciled	1	\$39,950.12	\$39,950.12	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	98	\$1,201,920.65	\$39,950.12	



TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060.B: Alcoholic Beverages (Decreasing the Number of Class A-3 Liquor Licenses - Chicago Restaurant Concepts Inc. – Gelsosomo’s Pizza).

DATE: February 13, 2023

SUMMARY/BACKGROUND

Chicago Restaurant Concepts Inc. – Gelsosomo’s Pizza at 113 Stephen Street, was operating with a class A-3 liquor license issued by the Village of Lemont. The restaurant is currently not operating and is closed, and therefore, the A-3 classification will decrease by one with the removal of Chicago Restaurant Concepts Inc. – Gelsosomo’s Pizza liquor license

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Staff recommends approval of said Ordinance.

BOARD ACTION REQUESTED

Approval of Ordinance

ATTACHMENTS

[Removing Class_A-3 Liquor_License_.pdf](#)

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.060.B: ALCOHOLIC BEVERAGES
(Decreasing Number of Class A-3 Liquor Licenses)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF FEBRUARY 2023**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 13th day of February 2023**

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.060.B: ALCOHOLIC BEVERAGES
(Decreasing Number of Class A-3 Liquor Licenses)**

WHEREAS, the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and,

WHEREAS, Chicago Restaurant Concepts, Inc. d/b/a/ Gelsosomo’s Pizzeria operated at 113 Stephen Street, was operating with a Class A-3 Liquor License issued by the Village; and

WHEREAS, Chicago Restaurant Concepts, Inc. d/b/a/ Gelsosomo’s Pizzeria is now closed; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to decrease the number of Class A-3 liquor licenses granted.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Lemont, Illinois:

SECTION 1: The above recitals are incorporated in this ordinance as is fully set forth.

SECTION 2: The number of Class A-3 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060.B is hereby amended to read as follow in the manner and form shown in strikethrough type below and inserting therein and therefore such new text in the manner and form and shown in underlined bold type below, so that said Section 5.04.060.B shall hereafter provide as follows:

5.04.060 Classes of Licenses, Number of Licenses and License Fees.

Class	Number of Licenses	License Fee
A-1	8	\$2,200.00
A-2	1	\$2,200.00
A-2-x	1	\$2,200.00
A-3	22 <u>21</u>	\$2,100.00
A-3-1	0	\$200.00
A-4	5	\$1,500.00
A-5	1	\$2,000.00
A-6	1	\$1,500.00
A-7	1	\$2,100.00
A-8	1	\$1,500.00
A-9	1	\$2,200.00
B-1	2	\$1,100.00
B-2	As authorized by the Liquor Control Commissioner	\$25.00
B-3	As authorized by the Liquor Control Commissioner	\$25.00
C-1	9	\$2,000.00
C-2	0	\$1,500.00
C-3	1	\$1,500.00
C-4	0	\$1,500.00
C-5	2	\$200.00
D-1	3	\$250.00
E-1-x	1	\$650.00

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

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

SECTION 5: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 13th DAY OF FEBRUARY 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: An Ordinance Authorizing Sale, Donation, and or Disposal of Surplus Village Property
DATE: February 13, 2023

SUMMARY/BACKGROUND

The Public Works Department is requesting to dispose of surplus property that has outlived its usefulness. The following property has outlived its useful life and will be utilized as trade-in towards the purchase of new replacement equipment. The equipment is a 2006 model year with 2,183 hours. The trade-in value of the equipment is \$33,000.00.

- 2006 Caterpillar 304C Mini Excavator #CAT0304CEFPK00947, Village asset tag #0106000785

ANALYSIS

Consistency with Village Policy

5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION

Pass Ordinance Authorizing the Sale and Disposal of Surplus Property.

BOARD ACTION REQUESTED

Pass Ordinance Authorizing the Sale and Disposal of Surplus Property.

ATTACHMENTS

[Ordinance Authorizing Sale, Donation, and or Disposal of Surplus Village Property.pdf](#)

VILLAGE OF LEMONT

**ORDINANCE
NUMBER O-__-23**

**ORDINANCE AUTHORIZING THE SALE, DONATION, AND OR DISPOSAL OF
SURPLUS VILLAGE PROPERTY**

**JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk**

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

**ORDINANCE AUTHORIZING THE SALE, DONATION, AND OR DISPOSAL OF
SURPLUS VILLAGE PROPERTY**

WHEREAS the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the Village has determined according to law that there exists certain personal property owned by the Village that is no longer necessary or useful to the Village and is hereby declared to be surplus property; 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 forgoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2:

That pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4 (the “Code”), the President and Board of Trustees find the following property to be no longer necessary or useful to the Village and is hereby declared surplus property:

- 2006 Caterpillar 304C #CAT0304CEFPK00947

SECTION 3:

That pursuant to the authority of the Code, the President and Board of Trustees hereby authorize and direct the Village Administrator or his designee to dispose of said surplus property in any manner he sees fit which may include sale of the above property by public auction, trade, donation, or any other lawful means.

SECTION 4:

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS,
ON THIS _____ DAY OF _____ 2023.

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

Vehicle Listing

- **2006 Caterpillar 304C #CAT0304CEFPK00947**
 - **Village Asset Tag #0106000785**



TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: A Resolution Providing for the Destruction of certain Verbatim Recordings of Closed Session Meetings.
DATE: February 13, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Staff recommends approval

BOARD ACTION REQUESTED

Motion and Approval requested

ATTACHMENTS

[2023 Approval_and_Destruction_Closed_Session .pdf](#)

RESOLUTION NO. _____

**A RESOLUTION PROVIDING FOR THE DESTRUCTION
OF CERTAIN VERBATIM RECORDINGS OF CLOSED SESSION MEETINGS**

WHEREAS, the President and Board of Trustees of the Village of Lemont have maintained verbatim recordings of all closed session meetings of the Village of Lemont in accordance with and as required by Section 2.06 the Open Meetings Act (5 ILCS 120/1 *et seq.*) (the “Act”); and

WHEREAS, the Act allows verbatim records of closed meetings or closed sessions of open meetings (“Closed Session Meetings”) to be destroyed without notification to, or the approval of, a records commission under the Local Records Act, no less than 18 months after the completion of the meeting recorded, but only after:

1. The President and Board of Trustees approve the destruction of a particular recording; and
2. The President and Board of Trustees approve minutes of the closed session meeting that meet the written minutes requirements of subsection 2.06 (a) of the Act; and

WHEREAS, the Village of Lemont wishes to destroy certain verbatim recordings of Closed Session Meetings as permitted under the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The President and Board of Trustees hereby approve the minutes for all of the Closed Session Meetings set forth in Exhibit A, attached hereto and incorporated by reference herein.

SECTION 3: The President and Board of Trustees hereby authorize the destruction of all verbatim recordings of the Closed Session Meetings identified in Exhibit A, and hereby direct Village of Lemont staff to destroy said verbatim recordings on the destruction dates set forth in Exhibit A, or as soon thereafter as practicable.

SECTION 4: This Resolution shall be in full force and effect from and after its passage as provided by law. All prior resolutions, motions and orders 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 13 day of February 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	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

Closed Session Verbatim Recordings Destruction Schedule

Meeting Date	Minutes Approved Date	Destruction Date
05/17/21	02/13/23	11/17/22
05/24/21	02/13/23	11/24/22
06/14/21	02/13/23	12/14/22
07/12/21	02/13/23	01/12/23
07/19/21	02/13/23	01/19/23
07/26/21	02/13/23	01/26/23
08/09/21	02/13/23	02/09/23
08/23/21	02/13/23	02/23/23
10/25/21	02/13/23	04/25/23
11/08/21	02/13/23	05/08/23
01/10/22	02/13/23	07/10/23
01/24/22	02/13/23	07/24/23
02/28/22	02/13/23	08/28/23
05/23/22	02/13/23	11/23/23
06/13/22	02/13/23	12/13/23
06/27/22	02/13/23	12/27/23
08/08/22	02/13/23	02/08/24
08/29/22	02/13/23	02/29/24
09/26/22	02/13/23	03/26/24
11/28/22	02/13/23	05/28/24
12/12/22	02/13/23	06/12/24



TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: A Resolution Reviewing the need for Confidentiality of Closed Session Meetings
DATE: February 13, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Staff recommends Approval

BOARD ACTION REQUESTED

Motion and Approval requested

ATTACHMENTS

[resolution Executive Session Minutes 2023.pdf](#)

RESOLUTION NO. _____

A RESOLUTION REVIEWING THE NEED FOR CONFIDENTIALITY OF CLOSED SESSION MEETINGS

WHEREAS, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires all public bodies to keep written minutes of all of their meetings, whether open or closed, and specifies the minimum contents thereof; and

WHEREAS, the Open Meetings Act requires each public body to periodically, but no less than semi-annually, meet to review minutes of all closed meetings to determine (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The President and Board of Trustees hereby determine that the need for confidentiality still exists with respect to the minutes of the closed session previously approved, and nothing contained herein shall be construed as or constitute a waiver of said confidentiality.

SECTION 3: This Resolution shall be in full force and effect from and after its passage 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 13 day of February 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

John Egofske
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving An IDOT Lease Agreement Non-Highway Use Right-Of-Way
DATE: February 13, 2023

SUMMARY/BACKGROUND

For the last several years, the Village has leased the area owned by IDOT under the Lemont Road Bridge for the purpose of additional parking for its Metra commuters. The new lease agreement would be from August 1, 2022 through July 31, 2027 and the rental rate will be \$2,940.00 per year.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Pass Resolution Approving Lease Agreement with IDOT for Non-Highway Use Right-of-Way..

BOARD ACTION REQUESTED

Pass Resolution Approving Lease Agreement with IDOT for Non-Highway Use Right-of-Way.

ATTACHMENTS

[Resolution Approving an IDOT Lease Agreement Non-Highway Use Right-of-Way.pdf](#)

VILLAGE OF LEMONT

**RESOLUTION
NUMBER R-__-23**

**RESOLUTION APPROVING AN IDOT LEASE AGREEMENT NON-HIGHWAY USE
RIGHT-OF-WAY**

**JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk**

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

RESOLUTION NO. R-_____-23

**RESOLUTION APPROVING AN IDOT LEASE AGREEMENT NON-HIGHWAY USE
RIGHT-OF-WAY**

WHEREAS, the Village of Lemont utilizes IDOT property for commuter parking purposes; and

WHEREAS, The Village has requested a lease agreement with IDOT for use of the property for commuter parking purposes; and

WHEREAS, IDOT has agreed to lease property for the period August 1, 2022, through July 31, 2027, at the lease rate of \$2,940.00 annually.

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 President, Village Administrator, or his Designee are authorized to negotiate and enter into an agreement for the lease of IDOT property and execute the Agreement attached hereto as Exhibit A, at a total price not to exceed \$2,940.00 annually, and to execute any other documents and take any other steps necessary to carry out this resolution.

SECTION 3:

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 _____ 2023.

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

IDOT Lease Agreement Non-Highway Use Right-of-Way

File



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

BUREAU OF LAND ACQUISITION

Property Management

Route: Lemont Road Bridge

Location: Beneath and adjacent to the S end of the Lemont Road Bridge,
Lemont

County: Cook

Parcel: OLP0041

July 12, 2022

Mr. George Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439-3788

Dear Mr. Schafer:

Enclosed are two (2) copies of your new lease agreement with the Illinois Department of Transportation for the above mentioned parcel.

The lease period is from August 1, 2022 through and including July 31, 2027 and the rental rate is \$2,940.00 per year.

Please execute both copies of the lease agreement and have both copies witnessed before returning them to the department.

A fully executed copy will be forwarded to you when the proper signatures have been obtained from our Springfield headquarters.

If you have any questions or need additional information, please contact Chris Mueller at (847) 705-4294.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By: 
Omolara Johnson
Bureau Chief of Land Acquisition



Route	<u>Lemont Road Bridge</u>	Project	<u></u>
Section	<u>Beneath Lemont Rd Bridge – S end</u>	Job No.	<u>R-90-999-90</u>
County	<u>Cook – Lemont</u>	Parcel	<u>OLP0041</u> Unit <u>1</u>

This agreement is made on **August 1, 2022**, between the state of Illinois, Department of Transportation, LESSOR, and **Village of Lemont** whose address is **418 Main Street** of the **Village of Lemont** and the state of **Illinois**, LESSEE.

The LESSOR currently owns property located at **Beneath and adjacent to the south end of Lemont High Rise bridge, Lemont** and LESSEE desires to lease **this space** for the sole purpose of **commuter parking** and not otherwise.

In consideration of the premises and of the mutual covenants and agreements hereinafter contained, LESSOR and LESSEE mutually agree that:

LESSOR, for and in consideration of the sum of **Fourteen thousand seven hundred and 00/100 dollars (\$14,700.00)**, which amount shall be divided into equal **yearly** payments of **\$2,940.00** over the term of the lease, with the first payment being on the effective date of the lease agreement and each **year** thereafter on the **1st** day, and the covenants and agreements hereinafter set forth leases to LESSEE for a period of **five (5) years** not exceeding five (5) years from the **1st** day of **August, 2022**, to and including the **31st** day of **July, 2027**. The LESSOR acknowledges receipt of the sum of **Two thousand nine hundred forty and 00/100 dollars (\$2,940.00)**, from the LESSEE, as advanced payment for the first **year** of said term. The premises being more particularly described as follows and shown on Exhibit A attached.

The above described property, as delineated on said Exhibit A, constitutes the entire property leased and is herein referred to as the "Premises."

LESSEE, further understands, covenants and agrees with the LESSOR as follows:

1. No representations as to the condition, repair or suitability of premises have been made by LESSOR, its agents or employees, to LESSEE prior to or at the execution of this lease agreement that are not herein expressed or endorsed hereon.
2. LESSEE intends to develop, occupy and use said premises as follows: **Commuter parking** according to a plan of operation specifically detailing the intended development, occupation and use of said premises, including the installation and location of any improvements to be situated thereon. The plan of operation or any subsequent revised plans of operation shall be prepared by and at the sole cost and expense of LESSEE and must be approved by the regional engineer of **District One** of the Department of Transportation at **201 W Center Court, Schaumburg, Illinois 60196-1096** who is the authorized representative of LESSOR. Such approval shall be subject to concurrence of the Federal Highway Administration. Any and all approved development and/or improvements shall be made at the sole cost and expense of LESSEE. LESSOR will not approve the construction of any permanent structures in, on or over said premises except as may hereinafter be provided.

The premises shall not be occupied or used by LESSEE for other than the purposes specified in the approved plan of operation without further written approval of LESSOR and concurred in by the Federal Highway Administration.

3. Payment set forth above shall be by certified check, bank draft or U.S. postal money order payable to the Treasurer, State of Illinois, at such place as will be designated by the LESSOR.
4. Signs, displays or devices shall be subject to regulation by the LESSOR, shall be restricted in size, location and design to those necessary as required for the occupation and use of the leased premises and shall not be visible from the travel lanes of the highway facility, unless it or they conform to all applicable state and local regulations.

5. LESSEE shall obtain at its own expense any permits, licenses and/or certificates of either a temporary or a permanent nature as may be required for the use, occupancy, control of, or the conduct of business on the premises and shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the use, occupation, control of, or conduct of business on said premises.
6. The leased premises shall not be used for the manufacture or storage of flammable material, nor for the conduct of any business or occupation causing the emission of fumes, vapors, odors, or discharges which may be deemed by the LESSOR to adversely affect the highway facility or the use thereof.
7. LESSEE shall keep said premises and appurtenances in a neat, clean and orderly condition at all times, and not cause, permit or suffer rubbish, junk cars, tin cans, garbage, chemical compounds, petroleum products or any other refuse to accumulate thereon; or permit or allow the sale or dispensing of spirituous, brewed or vinous beverages on said premises; or to make or suffer any unlawful, improper or offensive use of the premises contrary to any law of the United States of America or the State of Illinois or any ordinance of the **Village of Lemont** or county of **Cook** now or hereinafter made, or which shall be injurious and/or offensive to any person or property.
8. LESSEE shall promptly pay when due, all gas, light, water and other utility bills applicable to said premises and appurtenances, and LESSEE further agrees to save harmless the LESSOR, its officers, agents and employees from any and all liability for the furnishing of gas, light, water and other utilities.
9. The LESSEE agrees:
 - A. That, LESSEE accepts sole responsibility for any property, waste, residue or discharge containing or contaminated with petroleum, or any fraction thereof, hazardous substances or hazardous wastes which LESSEE has not removed from the premises of the State as of the termination of the Lease; and
 - B. That, LESSEE will indemnify and hold the State of Illinois harmless from and against any and all claims, obligations and liabilities and all costs, expenses and attorneys' fees incurred, based upon or arising out of the matters above; and
 - C. That, the obligation of the LESSEE to indemnify and hold the State of Illinois harmless shall survive the Lease and shall be a continuing, unconditional obligation and not subject to any limitations as to duration or amount.
10. LESSEE assumes liability for all losses, expenses, costs, actions, cause of action, demands, damages and claims in connection with or arising out of any injuries, or claimed or alleged (including, but not being limited to, death) to any person, or any damage or claimed or alleged damage, to any property of any person (including, but not being limited to, LESSOR) sustained, or claimed, or alleged to have been sustained in connection with, or to have arisen out of or to have resulted from, whether directly or indirectly, the occupation and use of the premises by LESSEE, or by any one or more of its contractors, agents, servants or employees, and even though caused, occasioned or contributed to by the negligence, sole or concurrent, of LESSOR, its agents, servants or employees including, but not being limited to, losses, costs, expenses or damages sustained by LESSOR itself; and LESSEE agrees to indemnify and hold harmless LESSOR, its agents, servants and employees, from any and all such losses, expenses, costs, actions, causes of action, demands, damages and claims and agrees to defend any suit or action brought against any one or more of them based on any such alleged injury or damage, and to pay all damages, costs, losses and expenses incurred, including but not limited to, attorney's fees, in connection therewith or resulting therefrom.
11. LESSEE shall not assign this Lease and shall not sublet the whole or any portion of the leased premises without the prior written consent of the LESSOR, subject to concurrence of the Federal Highway Administration.

12. LESSOR reserves to itself and its employees the right to enter, inspect and view the premises at all times and when required for the protection and maintenance of highway facilities, and LESSOR further reserves the right of immediate entry on leased premises and the right to take possession thereof in case of national or other emergency.
13. The LESSEE, at LESSEE'S own cost and expense shall maintain said premises, including all driveways, fences, guardrails and drainage facilities heretofore, or hereafter erected, provided that the LESSEE may at its expense install and maintain such additional entrances as may be required by its use of said premises, subject to permit requirements of, and the approval by the LESSOR and concurrence by the Federal Highway Administration. The LESSEE shall take all steps necessary to effectively protect and maintain fences, guardrails, drainage facilities and the piers and columns of the viaducts from damage incident to the LESSEE'S use of such premises, all without expense to the LESSOR. The LESSEE shall be liable to and shall reimburse the LESSOR for any damage to state owned fences, guardrails, drainage facilities and piers, or columns resulting from or attributable to the use and occupancy of said premises by the LESSEE or any person entering upon the same with the expressed or implied consent of the LESSEE. LESSOR, by the terms of this agreement, or otherwise, shall not be bound to do or cause to be done any maintenance, repair, replacements or improving of said premises or appurtenances thereto.
14. Under no circumstances shall direct ingress or egress be allowed from, to or over the premises described herein from or to any freeway highway facility.
15. The LESSEE shall, at its own expense, take out and keep in force during its tenancy (a) public liability insurance, in a company or companies to be approved by the LESSOR, to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about the premises, in the amount of not less than **\$2,000,000.00** to indemnify against claim of one person, and in the amount of not less than **\$5,000,000.00** against the claims of two or more persons resulting from any one accident, and (b) property damage or other insurance, in a company or companies to be approved by the LESSOR, to protect LESSEE and any and every cause occurring in, or about, the premises, including any and all liability of the LESSEE and LESSOR for damage to vehicles parked on the premises, and to any damage caused to the highway facility by the LESSEE or anyone using the leased area as a permittee or licensee, by fire, or any item insurable under extended coverage insurance in the amount of not less than **\$5,000,000.00**. Said policies shall inure to the contingent liabilities, if any, of the LESSEE and LESSOR and shall obligate the insurance carriers to notify LESSEE and LESSOR, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the LESSOR. In the event use of these premises should ever be approved for subleasing to private persons or firms, sublessee shall be obligated to obtain the aforesaid insurance. LESSEE shall furnish to the LESSOR a certified copy of each and every such policy within not more than ten (10) days prior to the effective date of the lease. LESSEE agrees that, if any approved SUBLESSEE does not keep such insurance in full force and effect, the LESSEE shall take out insurance and pay the premiums thereon. In the event the LESSEE or an approved SUBLESSEE is unable to obtain the insurance required herein, this lease shall become null and void.

16. This Lease may be canceled and terminated by either party thereto giving ninety (90) days advance notice in writing to the other and may also be canceled and terminated by LESSOR without notice, for any default by LESSEE in any of the covenants and agreements herein contained and upon any such termination and cancellation LESSOR may enter and repossess the premises at any time. Furthermore, upon such cancellation and termination or upon expiration of this Lease, LESSEE agrees to immediately yield possession of said premises to LESSOR and, at its sole cost and expense, to restore said premises to a condition satisfactory to LESSOR and to remove from the above described premises, all improvements, and appurtenances thereto, or any other property of any name or nature, utilized, owned or controlled by said LESSEE or anyone claiming under it, except the surfacing and column guards. Any such property not removed from premises within thirty (30) days after cancellation and/or termination of said Lease, may be removed and disposed of by the State of Illinois, its agents, employees, or contractors, in any manner it sees fit, at the sole cost and expense of the LESSEE, or the LESSOR, in its absolute discretion, may elect to declare the same the property of the LESSOR whereupon all rights, title and interest of the LESSEE therein shall terminate immediately.
17. No holding over by LESSEE shall operate to renew this agreement without the written consent of the LESSOR endorsed thereon. Should the LESSEE hold over after the expiration of the term of this Lease, with the consent of the LESSOR, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this agreement so far as applicable.
18. LESSEE agrees to abide by such other rules and regulations as may be initiated by the Regional Engineer for the Department of Transportation.
19. The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of any approved successor of the LESSEE.
20. The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree that:
 - (1) No person, on the ground of race, color, gender or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
 - (2) That in connection with the construction of any improvement on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first tier subcontractors in the selection and retention of second tier subcontractors
 - (3) That such discrimination shall not be practiced against the public in their access to and use of the facilities and services constructed or operated on, over, or under the premises
 - (4) That the LESSEE shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle "A," Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The LESSEE understands that the Federal Fair Housing Act prohibits discrimination against individuals with disability with regard to residential housing. This act further prohibits discrimination based upon race, color, religion, national origin, ancestry, age, sex, marital status, familiar status or handicap.

That in the event of breach of any of the above non-discrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

21. LESSEE agrees and is hereby informed that under the provisions of 35 ILCS 200/15.10 and 200/15.55, property leased, subleased, or rented from the state of Illinois may be assessed to the LESSEE by the assessor of the county where the property is located, and the taxes thereon extended and billed to the LESSEE and collected in the same manner as though the property were not exempt.

22. LESSEE is responsible for maintaining or renovating subject parcel or facility to conform to all applicable requirements of the Americans with Disabilities Act (A.D.A). All renovations required will be approved by the department prior to initiation of the project.

The parties have signed this Lease Agreement in two counterparts, each of which shall be deemed to be an original, and such counterpart shall constitute one and the same instrument.

Village of Lemont
Village Administrator
George Schafer

Witness

Date

Date

Address

City, State, Zip Code

STATE OF ILLINOIS, DEPARTMENT
OF TRANSPORTATION

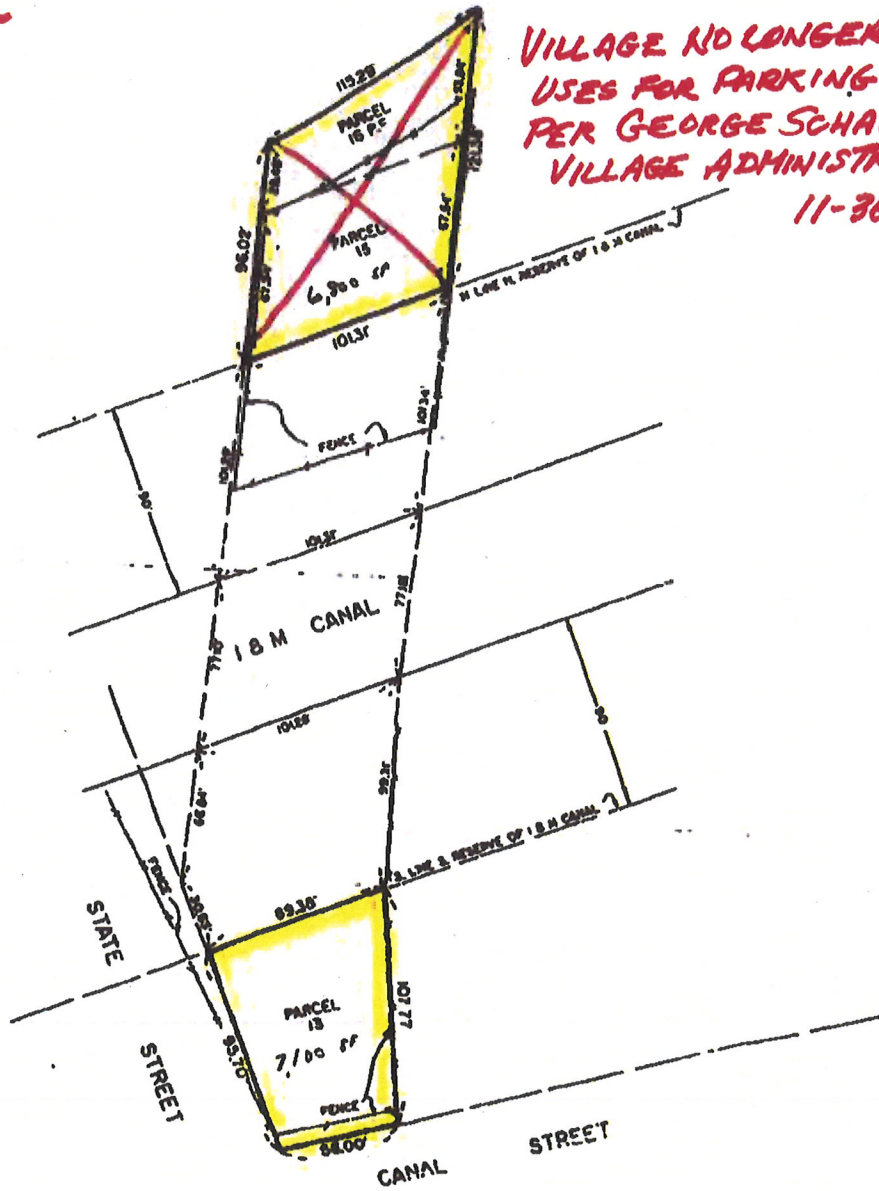
By:

Secretary

Date

EXHIBIT "A"

VILLAGE NO LONGER
USES FOR PARKING
PER GEORGE SCHAFER
VILLAGE ADMINISTRATOR
11-30-21



JOB NO. P90-439-73
COOK COUNTY

A handwritten signature in black ink.



TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: A Resolution Appointing Stacy Patrianakos as Delegate to the Intergovernmental Risk Management Agency (IRMA)
DATE: February 13, 2023

SUMMARY/BACKGROUND

The Village of Lemont is required per the contract with IRMA to appoint via resolution delegate and alternative representation to the Intergovernmental Risk Management Agency. Village staff is recommending Stacy Patrianakos, Human Resources Manager, to be the new delegate for the Village of Lemont. George Schafer will remain as an alternate representative.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Motion to approve the resolution appointing Stacy Patrianakos as the delegate to the Intergovernmental Risk Management Agency.

BOARD ACTION REQUESTED

Approve the Resolution Appointing Stacy Patrianakos as the delegate to the Intergovernmental Risk Management Agency.

ATTACHMENTS

[IRMA delegate SPatrianakos 02132023.docx](#)

RESOLUTION NO. _____

RESOLUTION APPOINTING STACY PATRIANAKOS AS DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

WHEREAS, the Village of Lemont adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1: That Stacy Patrianakos, Human Resources Manager, of the Village of Lemont is hereby appointed to represent the Village of Lemont on the Board of Directors of said Intergovernmental Risk Agency commencing February 13, 2023.

SECTION 2: That George J. Schafer, Village Administrator, of the Village of Lemont will serve as alternative representative if Stacy Patrianakos - Delegate is unable to carry out her aforesaid duties as the representative of the Village of Lemont to said Intergovernmental Agency.

SECTION 3: **CONFLICTS:** All prior Resolutions and Resolutions, or parts thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 4: **REPEALER:** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet forth, 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 FEBRUARY 2023

PRESIDENT AND VILLAGE BOARD MEMBERS

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Janelle Kittridge				
David Maher				
Ken McClafferty				
Kevin Shaughnessy				
Rick Sniegowski				
Ron Stapleton				

Approved by me this 13th day of February 2023

JOHN EGOFSKE
President

Attest:

CHARLENE M. SMOLLEN, Village Clerk



TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: A Resolution to Appoint Stacy Patrianakos as Illinois Municipal Retirement Fund (IMRF) Authorized Agent
DATE: February 13, 2023

SUMMARY/BACKGROUND

The Village of Lemont is required to appoint via resolution an authorized agent for the Village's participation in IMRF. Village staff is recommending Stacy Patrianakos, Human Resources Manager, to be the new authorized agent for the Village of Lemont.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Appointment of Stacy Patrianakos as Illinois Municipal Retirement Fund (IMRF) Authorized Agent.

BOARD ACTION REQUESTED

Approve appointment of Stacy Patrianakos as Illinois Municipal Retirement Fund (IMRF) Authorized Agent.

ATTACHMENTS

[IMRF AUTHORIZED AGENT RESOLUTION 02132023.docx](#)

RESOLUTION _____

RESOLUTION APPOINTING STACY PATRIANAKOS AS ILLINOIS MUNICIPAL RETIRMENT FUND (IMRF) AUTHORIZED AGENT FOR THE VILLAGE OF LEMONT

WHEREAS, the Village of Lemont participates in the Illinois Municipal Retirement Fund

WHEREAS, participants in the fund are required to appoint an authorized agent for its organization;

WHEREAS, appointment of an Authorized Agent; is to be made by adoption of a resolution by the governing body

NOW, THEREFORE, BE IT RESOLVED by the PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1: That Stacy Patrianakos, Human Resources Manager of the Village of Lemont is hereby appointed to be the authorized agent for the Village of Lemont.

SECTION 2: CONFLICTS: All prior Ordinances and Resolutions, or parts of thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 3: REPEALER: All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed.

SECTION 4: This Resolution 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 FEBRUARY 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS

AYES

NAYS

ABSENT

ABSTAIN

Janelle Kittridge
David Maher
Ken McClafferty
Kevin Shaughnessy
Rick Sniegowski
Ron Stapleton

Approved by me this 13th day of February 2023

JOHN EGOSKE
PRESIDENT

Attest:

CHARLENE M. SMOLLEN, Village Clerk



TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: An Ordinance Annexing to the Village of Lemont Approximately 2.49-Acres Located at 15368 129th Street in Lemont, IL (Martinez Property)
DATE: February 13, 2023

SUMMARY/BACKGROUND

Bertha Martinez, represented by John Antonopoulous, is the owner of the property located at 15368 129th Street and is requesting annexation, rezoning to R-5A and a Final Plat of Subdivision for the purpose of subdividing one 2.49-acre lot into 2 equal lots to construct a detached single-family home on each of the new lots. The new homes will connect to Village utilities and adhere to all UDO standards and the R-5A zoning district.

ANALYSIS

Comprehensive Plan

The Lemont 2030 Comprehensive Plan identifies the future land use of this area as Contemporary Neighborhood (CTP). The annexation is in agreement with the plan.

Planning & Zoning Commission (PZC)

A public hearing was held at the PZC meeting on December 7, 2022. The PZC recommended (4-0) in favor to approve the annexation, rezoning and final plat of subdivision with a condition that has been incorporated into the forthcoming rezoning ordinance.

Committee of the Whole (COW)

The Committee of the Whole discussed the proposal at the December 19, 2022 COW meeting.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

[An Ordinance Annexing to the Village of Lemont Approximately 2.49-Acres Located at 15368 129th Street in Lemont, IL](#)

VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 2.49-ACRES LOCATED AT 15368 129th STREET
IN LEMONT, IL**

(Martinez Property)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF FEBRUARY, 2023**

**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 February, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY 2.49-ACRES LOCATED AT 15368 129th STREET
IN LEMONT, IL**

(Martinez Property)

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

WHEREAS, the Territory (PIN# 22-32-203-002) is described on the Plat of Annexation attached hereto as Exhibit B; and

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

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

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

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

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

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

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

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

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 13th DAY OF FEBRUARY, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

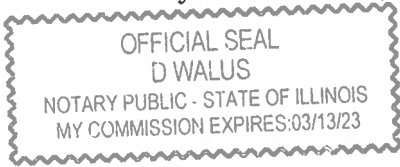
Exhibit A

Petition for Annexation

STATE OF ILLINOIS)
)
COUNTY OF _____)

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

GIVEN under my hand and official seal this 15th day of September, 20 22.



[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____)

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

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

Notary Public

Exhibit B

Plat of Annexation

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to R-5A Single-Family Detached and Attached Residential District for 2.49-Acres Located at 15368 129th Street in Lemont, IL
DATE: February 13, 2023

SUMMARY/BACKGROUND

Bertha Martinez, represented by John Antonopoulous, is the owner of the property located at 15368 129th Street and is requesting annexation, rezoning to R-5A and a Final Plat of Subdivision for the purpose of subdividing one 2.49-acre lot into 2 equal lots to construct a detached single-family home on each of the new lots. The new homes will connect to Village utilities and adhere to all UDO standards and the R-5A zoning district.

ANALYSIS

Comprehensive Plan

The Lemont 2030 Comprehensive Plan identifies the future land use of this area as Contemporary Neighborhood (CTP). The rezoning for the purpose of constructing 2 detached single-family homes is in agreement with the plan.

Planning & Zoning Commission (PZC)

A public hearing was held at the PZC meeting on December 7, 2022. The PZC recommended (4-0) in favor to approve the annexation, rezoning and final plat of subdivision with a condition that has been incorporated into the annexation ordinance.

Committee of the Whole (COW)

The Committee of the Whole discussed the proposal at the December 19, 2022 COW meeting.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED

Approval of the attached ordinance.

ATTACHMENTS

[An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 to R-5A for 2.49-Acres Located at 15368 129th Street in Lemont, IL](#)

VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT
FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO R-5A
SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT FOR
2.49-ACRES LOCATED AT 15368 129th STREET IN LEMONT, IL**

(Martinez Property)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF FEBRUARY, 2023**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 13th day of February, 2023.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO R-5A SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT FOR 2.49-ACRES LOCATED AT 15368 129th STREET IN LEMONT, IL

(Martinez Property)

WHEREAS, Bertha Martinez, represented by Attorney John Antonopoulos, (hereinafter referred to as the “Petitioner”), is the owner of the property covering approximately 2.49-acres located at 15368 129th Street (PIN# 22-32-203-002), legally described and depicted in Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from R-1, Single-Family Detached Residential District (the default zoning after annexation) to R-5A, Single-Family Detached and Attached Residential District for the Subject Property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on December 6, 2022 for the rezoning request and voted 4-0 to recommend approval of the requested rezoning with a condition incorporated into this ordinance; and

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

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

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

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

SECTION TWO: Zoning Map Amendment Approved. That the Subject Property described in Exhibit A is hereby rezoned from its current R-1 Single-Family Detached Residential zoning district to R-5A Single-Family Detached and Attached Residential District. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION THREE: The rezoning shall have the following conditions:

- 1. General Conditions.** Unless otherwise approved by the Village Board, the Subject Property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.
- 2. Specific Conditions.** The development of the detached single-family home lots depicted in Exhibit A shall have no waivers to the Village of Lemont subdivision regulations in the Unified Development Ordinance. The applicant may pay-in-lieu and to be kept in escrow for the future installation of curb, gutter and sidewalk.

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

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 13th day of February, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Legal Description of Subject Property

PARCEL IDENTIFICATION NUMBER

22-32-203-002-0000

BASIS OF BEARING

THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

AREA DATA (EXISTING)

GROSS AREA: 108,641 SQUARE FEET OR 2.49 ACRES
129TH STREET: 5,456 SQUARE FEET
NET AREA: 103,185 SQUARE FEET

APPROVED ZONING

ZONING: R-5A SINGLE FAMILY LOTS: 2
SETBACK: R-5A REQ. ORDINANCE
REAR YARD: 25'
SIDEYARD: 10'

ADDRESS

15368 129th Street
Lemont, Illinois 60439

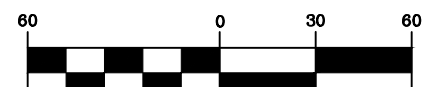
LEGEND

- FIP FOUND IRON PIPE
SIP SET 1" x 24" IRON PIPE
SCM CONCRETE MONUMENT
BOUNDARY LINE
LOT LINE
RIGHT-OF-WAY LINE
SECTION LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE

ABBREVIATIONS

- FD. FOUND
FIR. FOUND IRON REBAR
FIP. FOUND IRON PIPE
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
S.F. SQUARE FEET
N. NORTH
S. SOUTH
E. EAST
W. WEST

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

FINAL PLAT OF MARTINEZ SUBDIVISION

BEING A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

RESERVED FOR THE COOK COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

DO HEREBY CERTIFY THAT (I/WE) AM/ARE THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER(S) (I/WE) HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS AS HEREON SHOWN, AS (MY/OUR) OWN FREE AND VOLUNTARY ACT AND DEED.

(I/WE) HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES; GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT.

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

DATED THIS ___ DAY OF ___, A.D. 20___

OWNER(S): NAME/NAMES

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE UNDERSIGNED AS OWNER OF THE PROPERTY, WHICH WILL BE KNOWN AS THE FINAL PLAT OF MARTINEZ SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT ___ HIGH SCHOOL DISTRICT ___ JUNIOR COLLEGE DISTRICT ___ IN ___ COUNTY, ILLINOIS.

DATED THIS ___ DAY OF ___, A.D. 20___

BY: OWNER

OWNER'S & SCHOOL DISTRICT NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL:

THIS ___ DAY OF ___, A.D., 20___

BY: NOTARY PUBLIC

PRESIDENT & BOARD TO TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

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

THIS ___ DAY OF ___, A.D., 20___

BY: VILLAGE PRESIDENT ATTEST: VILLAGE CLERK

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

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

DATED AT LEMONT, COUNTY, ILLINOIS, THIS ___ DAY OF ___, A.D., 20___

VILLAGE TREASURER

SURFACE WATER STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF. OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE 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 PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS ___ DAY OF ___, A.D. 2020.

BY: OWNER'S ATTORNEY OR ENGINEER

Original mylar submitted by and return to:

The Village of Lemont
418 Main Street
Lemont, Illinois 60439

Send all future tax bills to:

Bertha Martinez
15368 129th Street
Lemont, Illinois 60439

ALL EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT, ILLINOIS.

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

I, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS,

HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS ___ DAY OF ___, A.D. 20___

BY: VILLAGE ENGINEER

COMED COMPANY AND AT & T CORPORATION

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to COMED COMPANY and AT & T CORPORATION, their respective licensees, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked Public Utility & Drainage Easement, or "P.U. & D.E." designation, the property designated in the Declaration of Condominium and/or on this plat as "Common Elements"; and the property designated on the plat as "common area or areas"; and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2, as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "allotments", "common elements", "open spaces", "open areas", "common ground", "parking" and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment. Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.

NICOR CORPORATION / NICOR GAS COMPANY PROVISIONS

An easement is hereby reserved for and granted to NICOR GAS COMPANY OF ILLINOIS, its successors and assigns, in all platted "easement" areas, streets, alleys, other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not contiguous thereto. No buildings or other structures shall be constructed or erected in any such "easement" areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement and those areas designated "P.U. & D.E." on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary to serve the Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work.

The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Lemont and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Lemont and other governmental authorities having jurisdiction of the land, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

COMCAST COMMUNICATIONS PROVISIONS

An easement is hereby reserved and granted to COMCAST COMMUNICATIONS CORPORATION, operating within the Village of Lemont, its successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of communication and broadcast signal systems in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "P.U. & D.E." and the property designated on the plat for streets and alleys as required to provide the planned unit development and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstructions shall be constructed or erected in any such "Public Utility and Drainage Easement" or "P.U. & D.E." areas, without the prior written consent of Grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

STORM WATER DETENTION EASEMENT

Declarant hereby reserves easements in, over, under, through and upon those areas designated on the Plat as "Storm Water Detention Easement" for purposes of providing adequate storm water drainage control together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon the declarant, its successors, heirs, executors and assigns. The common area or areas reserved for storm water detention easement. To ensure the integrity of the storm water facilities, no obstruction shall be placed, nor alterations made, including alterations in the final topographic grading plan which in any manner impeded or diminish storm water drainage of detention in, over, under, through or upon said easement areas. In the event such obstruction or alterations are found to exist, the Village shall, upon seventy-two (72) hours prior notice to the property owner, have the right, but not the duty, to perform, or have performed, at the sole expense of the current owner(s) of said Lots 1 & 2, the removal of said obstruction or alterations or to perform other repair, alteration or replacement as may reasonably be necessary to ensure that adequate storm water storage, storm drainage, detention and retention facilities and appurtenances therein remain fully operational and that the condition of said drainage easement complies with all applicable Village codes. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner.

In the event the Village shall perform, or have performed on its behalf, removal of any obstruction or alteration to or upon the storm water facilities drainage easement, as set forth in this easement, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of Cook County, Illinois, constitute a lien against the assets of the property owner which caused such obstruction or alteration.

The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WILL }

THIS IS TO CERTIFY THAT I, STEVEN J. LAUB, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003160, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF LOT 2 IN COUNTY CLERK'S DIVISION OF SAID SECTION 32, ALL IN THE TOWNSHIP OF LEMONT, COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE VILLAGE LIMITS OF THE CORPORATE LIMITS OF THE VILLAGE OF LEMONT, ILLINOIS, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW AND HEREAFTER AMENDED AND THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF LEMONT RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

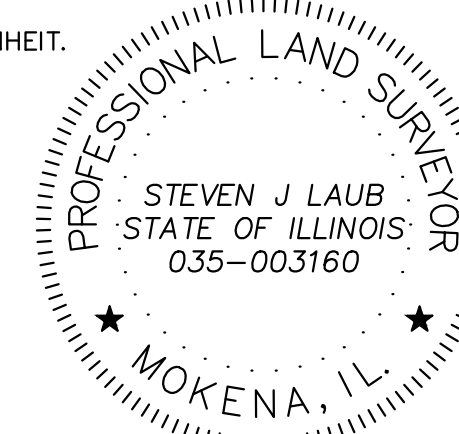
I FURTHER CERTIFY THAT 1" X 24" IRON PIPES WILL BE SET AT ALL LOT CORNERS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, UPON THE COMPLETION OF THE FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS OF MINIMAL FLOODING) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) OF COOK COUNTY AND INCORPORATED AREAS, MAP NUMBER 17031C0588J, EFFECTIVE DATE ON AUGUST 19, 2008.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL AT MOKENA, ILLINOIS, THIS 25TH DAY OF JANUARY, A.D., 2023.

STEVEN J. LAUB
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. #035-003160
LICENSE EXPIRES ON NOVEMBER, 30, 2024



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Table with columns: REVISIONS, NO., DATE, DESCRIPTION

BERTHA MARTINEZ
15368 129TH STREET
LEMONT, ILLINOIS 60439

MARTINEZ SUBDIVISION
LEMONT, ILLINOIS 60439

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4692



PROJECT INFORMATION
Project No.: 21-0024
Scale: 1" = 60'
Date: 01/26/2023
Field Date: 08/16/2022
Drawn By: SJL
Checked By: SDS

1 OF 1

FINAL PLAT

U:\Projects\2021\21-0024\Survey\Drawings\Subdivision\Final_Plat\21-0024_Final_Plat_Survey.dwg, Plot Date: 1/26/2023, 4:10:29 PM, g.jaynes

EXHIBIT B

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

1. The Lemont 2030 Comprehensive Plan designates the subject property as Contemporary Neighborhood (CTP).
2. The rezoning is in support of the Lemont 2030 Comprehensive Plan.
3. The rezoning to R-5A will allow the two new homes on each of the lots to be constructed in compliance of the R-5A's bulk and dimensional standards.



TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: An Ordinance Amending the Zoning Map of the Village of Lemont From R-4 Single-Family Detached Residential District to R-5A Single-Family Detached and Attached Residential District for 5.208-Acres Located at 3 W Roberta Street in Lemont, IL (Mary Ellen Woods)
DATE: February 13, 2023

SUMMARY/BACKGROUND

Phil Cullen representing Amy Ellen Group LLC, is requesting rezoning from R-4 Single-Family Detached Residential District to R-5A Single-Family Detached and Attached Residential District for the purpose to allow construction of 9 detached single-family homes on 5.208-acres at the northwest corner of Watler and Roberta Streets.

ANALYSIS

Comprehensive Plan

The future land use of the subject property is designated Infill Residential (INF) and the proposal satisfies the goals and objectives of the Lemont 2030 Comprehensive Plan.

Planning & Zoning Commission (PZC)

The PZC held a public hearing to discuss the rezoning and final plat of subdivision for Mary Ellen Woods on January 11, 2023. The PZC voted (4-0) to recommend approval of the rezoning and final plat of subdivision with conditions that have been remediated or incorporated into the ordinance.

Committee of the Whole (COW)

The Committee of the Whole discussed the proposal at the January 23, 2023 COW meeting. The applicant has agreed to restore the neighboring property at 1090 Walter Street for any damage and removal of landscaping and a decorative seat wall with the extension of the sanitary sewer. The applicant shall continue to work with the neighboring property owner through the Site Development permit and process.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Amending the Zoning Map of the Village of Lemont from R-4 to R-5A for 5.208-Acres Located at 3 W Roberta Street in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT
FROM R-4 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO R-5A
SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT FOR
5.208-ACRES LOCATED AT 3 W ROBERTA STREET IN LEMONT, IL**

(Mary Ellen Woods Subdivision)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF FEBRUARY, 2023**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 13th day of
February, 2023.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-4 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO R-5A SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT FOR 5.208-ACRES LOCATED AT 3 W ROBERTA STREET IN LEMONT, IL

(Mary Ellen Woods Subdivision)

WHEREAS, Amy Ellen Group, LLC, represented by Philip J Cullen of PC Realty, Inc., (hereinafter referred to as the “Petitioner”), is the owner of the property covering approximately 5.208-acres located at the northwest corner of Roberta Street and Walter Street (PIN# 22-29-300-009), legally described and depicted in Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from R-4, Single-Family Detached Residential District to R-5A, Single-Family Detached and Attached Residential District for the Subject Property; and

WHEREAS, the Planning and Zoning Commission (PZC) of the Village of Lemont, Illinois conducted a public hearing on January 11, 2023 for the rezoning request and voted 4-0 to recommend approval of the requested rezoning with conditions remediated or incorporated into this ordinance; and

WHEREAS, the Final Plat of Subdivision for Mary Ellen Woods to allow for a 9-lot detached single-family home subdivision depicted in Exhibit A to be adopted by a separate Resolution, was included in the rezoning recommendation by the PZC; and

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

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

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

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

SECTION TWO: Zoning Map Amendment Approved. That the Subject Property described in Exhibit A is hereby rezoned from its current R-4 Single-Family Detached Residential

zoning district to R-5A Single-Family Detached and Attached Residential District. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION THREE: The rezoning shall have the following conditions:

- 1. General Conditions.** Unless otherwise approved by the Village Board, the Subject Property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.
- 2. Specific Conditions.** The restoration cost for damage to off-site property for the purpose of the subdivision demonstrated in Exhibit A shall be included in the Engineer’s Probable Opinion of Cost required for the Site Development Permit.

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

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 13th day of February, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Legal Description of Subject Property on Final Plat



LOCATION MAP
N.T.S.

LEGEND

	SUBJECT BOUNDARY LINE
	PROPOSED LOT / R.O.W. LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	SETBACK LINE
	F.I.P.
	S.I.P.

SEND ALL FUTURE TAX BILLS TO:
 AMY ELLEN GROUP, LLC
 P.O. BOX 156
 LEMONT, ILLINOIS 60439

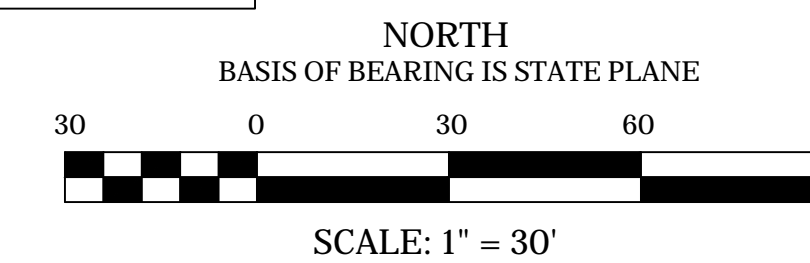
ORIGINAL MYLAR SUBMITTED BY AND RETURN :
 THE VILLAGE OF LEMONT
 418 MAIN STREET
 LEMONT, ILLINOIS 60439

FINAL PLAT OF SUBDIVISION
 FOR
"MARY ELLEN WOODS"
 3 W. ROBERTA STREET
 LEMONT, ILLINOIS

COMMON ADDRESS
 LOT 23 : 3 W. ROBERTA STREET, LEMONT, IL. 60439

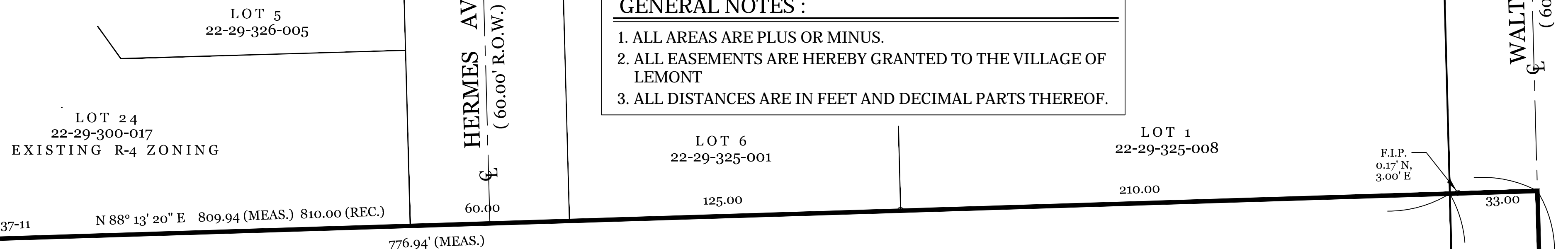
PARCEL IDENTIFICATION NUMBER
 PIN NUMBER : 22-29-300-009-0000

BASIS OF BEARING
 THE BASIS OF BEARINGS IS : THE N. LINE OF THE S. HALF OF THE N.W. 1/4 OF SECTION 29-37-11 BEING N. 88° 13' 20" E.

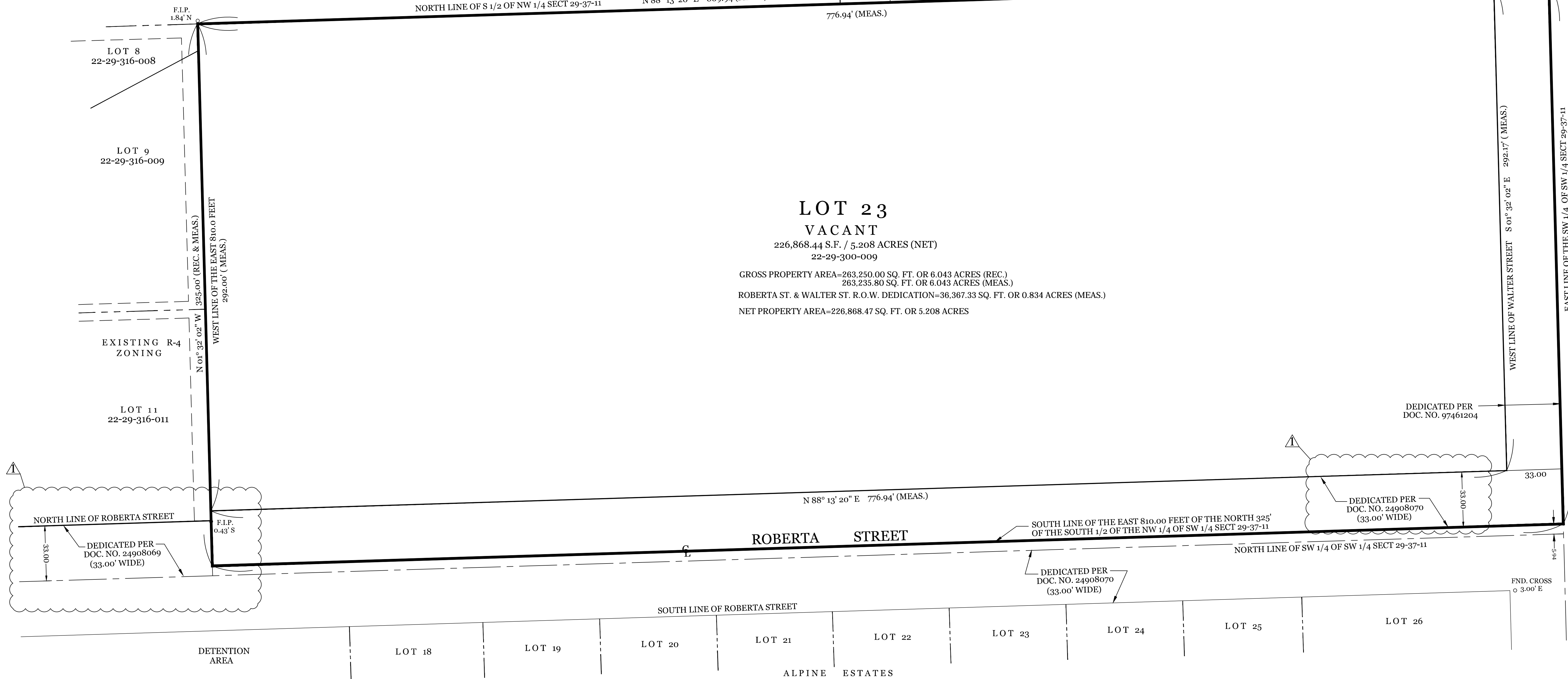


LEGAL DESCRIPTION :
 THE EAST 810.00 FEET OF THE NORTH 325.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THERE FROM THESE PORTIONS DEDICATED FOR PUBLIC ROADWAY PER DOCUMENTS 97461204 AND 24908070.

- GENERAL NOTES :**
1. ALL AREAS ARE PLUS OR MINUS.
 2. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT
 3. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.



LOT 23
VACANT
 226,868.44 S.F. / 5.208 ACRES (NET)
 22-29-300-009
 GROSS PROPERTY AREA=263,250.00 SQ. FT. OR 6.043 ACRES (REC.)
 263,235.80 SQ. FT. OR 6.043 ACRES (MEAS.)
 ROBERTA ST. & WALTER ST. R.O.W. DEDICATION=36,367.33 SQ. FT. OR 0.834 ACRES (MEAS.)
 NET PROPERTY AREA=226,868.47 SQ. FT. OR 5.208 ACRES



REVISIONS:				DRAWN BY: DJ DATE: 01-01-21		CLIENT: AMY ELLEN GROUP, LLC P.O. BOX 156 LEMONT, ILLINOIS 60439		TITLE: FINAL PLAT OF SUBDIVISION EXISTING CONDITIONS MARY ELLEN WOODS LEMONT, ILLINOIS		SCALE: 1" = 30'	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	DATE:	DATE:	DATE:	DATE:	DATE:
01-01-20	D.J.	PER REVIEW	09-07-21	D.J.	PER REVIEW	WDJ	01-01-21	01-01-21	01-01-21	01-01-21	01-01-21
02-18-21	D.J.	PER REVIEW	03-25-22	D.J.	PER REVIEW	WDJ	01-01-21	01-01-21	01-01-21	01-01-21	01-01-21
03-08-21	D.J.	PER REVIEW	11-21-22	D.J.	PER REVIEW	WDJ	01-01-21	01-01-21	01-01-21	01-01-21	01-01-21
05-21-21	D.J.	PER REVIEW	12-16-22	D.J.	PER REVIEW	WDJ	01-01-21	01-01-21	01-01-21	01-01-21	01-01-21

LEGEND

	SUBJECT BOUNDARY LINE
	PROPOSED LOT / R.O.W. LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	SETBACK LINE
	F.I.P.
	S.I.P.

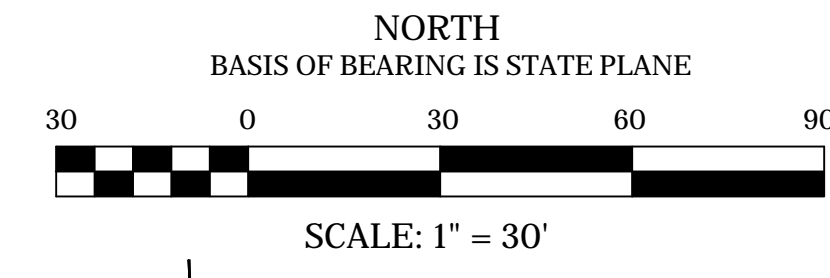
FINAL PLAT OF SUBDIVISION
FOR
"MARY ELLEN WOODS"
ROBERTA STREET & WALTER STREET
LEMONT, ILLINOIS

PARCEL IDENTIFICATION NUMBER
PIN NUMBER : 22-29-300-009-0000

BASIS OF BEARING
THE BASIS OF BEARINGS IS : THE N. LINE OF THE S. HALF OF THE N.W. 1/4 OF SECTION 29-37-11 BEING N. 88° 13' 20" E.

DATA :
TOTAL SITE AREA: 217,192.51 S.F. / 4.986 ACRES
AREA TO BE DEVELOPED (LOTS 1 THRU 9) - 92,297.26 S.F. - 43.73%
AREA TO BE LEFT UNDEVELOPED - 134,522.71 S.F. - 56.27%

LEGAL DESCRIPTION :
THE EAST 810.00 FEET OF THE NORTH 325.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS EXCEPTING THERE FROM THESE PORTIONS DEDICATED FOR PUBLIC ROADWAY PER DOCUMENTS 97461204 AND 24908070.



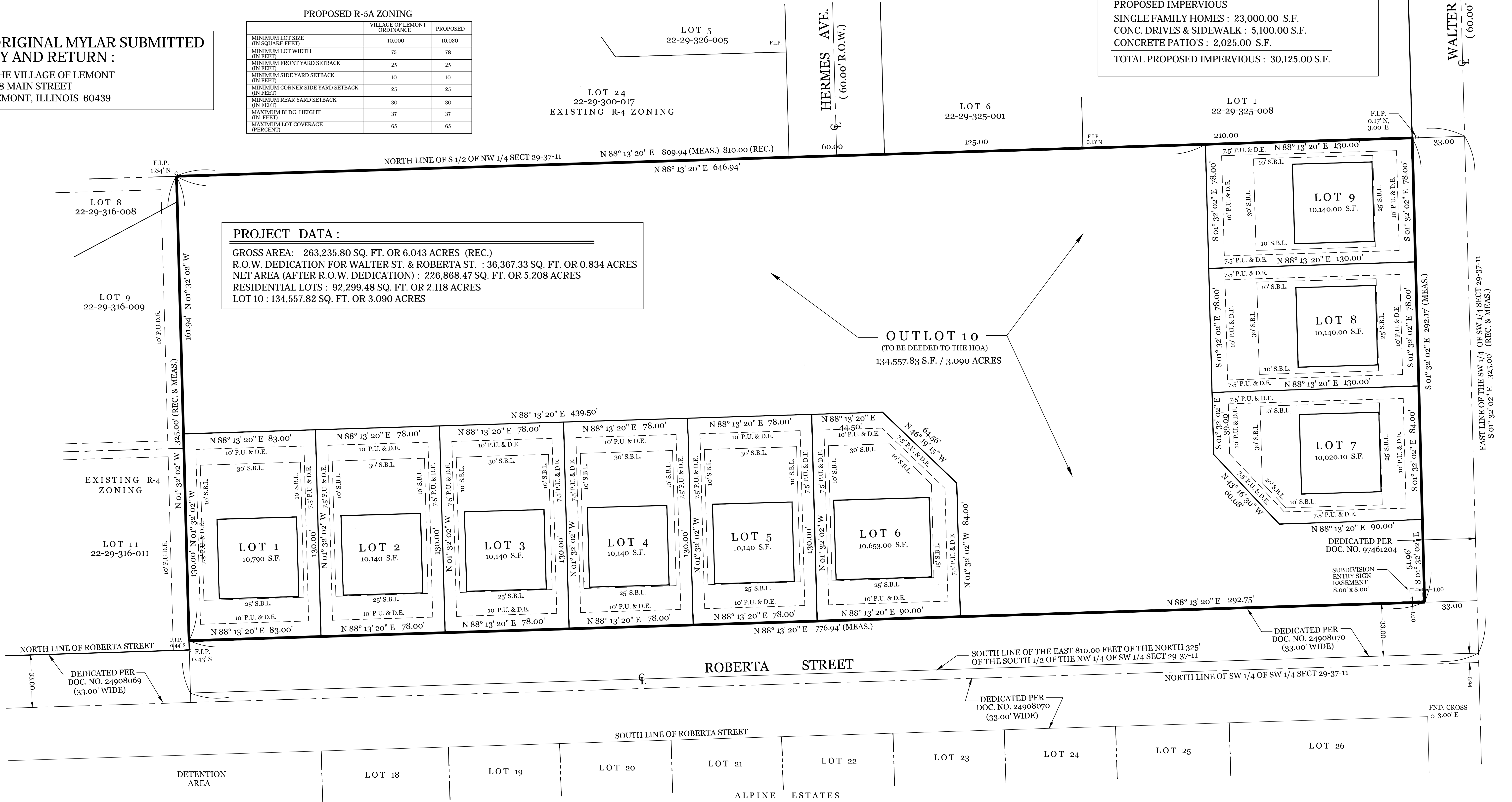
PROPOSED SITE DATA :
SITE : 226,868.47 S.F. / 5.208 ACRES
PROPOSED IMPERVIOUS
SINGLE FAMILY HOMES : 23,000.00 S.F.
CONC. DRIVES & SIDEWALK : 5,100.00 S.F.
CONCRETE PATIO'S : 2,025.00 S.F.
TOTAL PROPOSED IMPERVIOUS : 30,125.00 S.F.

ORIGINAL MYLAR SUBMITTED BY AND RETURN :
THE VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

PROPOSED R-5A ZONING

MINIMUM LOT SIZE (IN SQUARE FEET)	VILLAGE OF LEMONT ORDINANCE	PROPOSED
10,000	10,000	10,020
MINIMUM LOT WIDTH (IN FEET)	75	78
MINIMUM FRONT YARD SETBACK (IN FEET)	25	25
MINIMUM SIDE YARD SETBACK (IN FEET)	10	10
MINIMUM CORNER SIDE YARD SETBACK (IN FEET)	25	25
MINIMUM REAR YARD SETBACK (IN FEET)	30	30
MAXIMUM BLDG. HEIGHT (IN FEET)	37	37
MAXIMUM LOT COVERAGE (PERCENT)	65	65

PROJECT DATA :
GROSS AREA: 263,235.80 SQ. FT. OR 6.043 ACRES (REC.)
R.O.W. DEDICATION FOR WALTER ST. & ROBERTA ST. : 36,367.33 SQ. FT. OR 0.834 ACRES
NET AREA (AFTER R.O.W. DEDICATION) : 226,868.47 SQ. FT. OR 5.208 ACRES
RESIDENTIAL LOTS : 92,299.48 SQ. FT. OR 2.118 ACRES
LOT 10 : 134,557.82 SQ. FT. OR 3.090 ACRES



REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-01-20	D.J.	PER REVIEW	09-07-21	D.J.	PER REVIEW
02-18-21	D.J.	PER REVIEW	03-25-22	D.J.	PER REVIEW
03-08-21	D.J.	PER REVIEW	11-21-22	D.J.	PER REVIEW
05-21-21	D.J.	PER REVIEW			

DRAWN BY: DJ DATE: 01-01-21
CHECKED BY: WDJ DATE: 01-01-21
APPROVED BY: WDJ DATE: 01-01-21

DJA
DAVE JOHNSON
CIVIL ENGINEER & SURVEYOR
1568 Holiday Drive Sandwich, IL 60548
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT:
AMY ELLEN GROUP, LLC
P.O. BOX 156
LEMONT, ILLINOIS 60439

TITLE:
FINAL PLAT OF SUBDIVISION
PROPOSED CONDITIONS
MARY ELLEN WOODS
LEMONT, ILLINOIS

FINAL PLAT OF SUBDIVISION FOR "MARY ELLEN WOODS" ROBERTA STREET & WALTER STREET LEMONT, ILLINOIS CERTIFICATES

RESERVED FOR : COOK COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

DO HEREBY CERTIFY THAT _____ ARE THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND SUCH OWNER(S) HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS HEREON SHOWN, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

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

WE FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS EFFECTING THE LAND DESCRIBED AND SHOWN ON THIS FINAL PLAT.

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

OWNER(S): _____

PRINTED NAME(S): _____

OWNER'S SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, _____ THE UNDERSIGNED AS OWNER OF THE PROPERTY KNOWN AS MARY ELLEN WOODS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT 113A HIGH SCHOOL DISTRICT 210 JUNIOR COLLEGE DISTRICT 525

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

OWNER(S): _____

PRINTED NAME(S): _____

OWNER'S & SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE, ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THE SAID INDIVIDUALS APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT DELIVERED SAID INSTRUMENT AS FREE AND ACKNOWLEDGE THAT THEY ARE THE CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, OWNERS, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

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

NOTARY PUBLIC _____ AFFIX SEAL:
PRINTED NAME _____

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

VILLAGE PRESIDENT: _____

ATTEST:

VILLAGE CLERK: _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

VILLAGE TREASURER: _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

VILLAGE ENGINEER: _____

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR OF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE 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 PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

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

OWNER / ENGINEER: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, WARREN D. JOHNSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-002971, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 810.00 FEET OF THE NORTH 325.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE VILLAGE LIMITS OR WITHIN 1.5 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF LEMONT, ILLINOIS, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW AND HEREAFTER AMENDED AND THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF LEMONT RELATIVE TO PLATS AND SUBDIVISIONS COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT IRON REBAR 4" X 24" WILL BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT AND BEND POINTS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED UPON THE COMPLETION OF FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THE PROPERTY LIES WITHIN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) OF COOK COUNTY AND INCORPORATED AREAS, MAP NUMBER 17051C0588J, EFFECTIVE DATE AUGUST 19, 2008.

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

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68.7 DEGREES FAHRENHEIT. ALL CURVE LENGTHS SHOWN ARE ARC DIMENSIONS.

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

WARREN D. JOHNSON
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002974
LICENSE EXPIRES NOVEMBER 30, 2022



PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

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

COM ED COMPANY AND AT&T CORPORATION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS REQUIRED TO PROVIDE THE (SUBDIVISION/PLANNED UNIT DEVELOPMENT) AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES.

NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY, AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

NICOR CORPORATION/NICOR GAS COMPANY

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE (SUBDIVISION/PLANNED UNIT DEVELOPMENT) AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COMCAST COMMUNICATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE (SUBDIVISION/PLANNED UNIT DEVELOPMENT) AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

DRAINAGE AND STORMWATER DETENTION EASEMENT

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LEMONT EASEMENTS IN, OVER, UNDER, THROUGH, AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS "DRAINAGE AND STORMWATER DETENTION EASEMENT" OR "D.E." FOR PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BOUND UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS, TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDED OR DIMINISH STORMWATER DRAINAGE OF DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, THE REMOVAL OF SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID DRAINAGE EASEMENT COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, REMOVAL OF ANY OBSTRUCTION OR ALTERATION TO OR UPON THE STORMWATER FACILITIES DRAINAGE EASEMENT, AS SET FORTH IN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER WHICH CAUSED SUCH OBSTRUCTION OR ALTERATION.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK (THE DRAINAGE AND STORM SEWER MAINTENANCE AND OWNERSHIP OF LOT TO SHALL BE THE RESPONSIBILITY OF THE HOA)

SUBDIVISION ENTRY SIGN EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED FOR A SUBDIVISION ENTRY SIGN EASEMENT FOR THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND THE VILLAGE OF LEMONT (THE "VILLAGE") AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER, THROUGH, AND ALONG ALL AREAS MARKED "SUBDIVISION ENTRY SIGN EASEMENT" ON THE PLAT. SAID EASEMENT SHALL BE FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, INSPECT, TRIM, CUT DOWN, REMOVE, AND MAINTAIN A SUBDIVISION ENTRY SIGN AND LANDSCAPING APPURTENANT THERETO AS MAY BE DETERMINED NECESSARY BY THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND IN A MANNER CONSISTENT WITH PLANS TENDERED TO AND APPROVED BY THE VILLAGE. NO ALTERATION, PERMANENT STRUCTURES, LANDSCAPING, GRADING, OR APPURTENANCES THEREIN SHALL BE ALLOWED IN THIS EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND THE VILLAGE.

THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) SHALL MAINTAIN THE SUBDIVISION ENTRY SIGN AND LANDSCAPING APPURTENANT THERETO IN A MANNER CONSISTENT WITH THE PLANS APPROVED BY THE VILLAGE AND THE STANDARDS TYPICAL OF PRIVATE PROPERTY MAINTENANCE THROUGHOUT THE COMMUNITY. IN THE EVENT THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) FAILS TO PROPERLY MAINTAIN THIS EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION), HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE SUBDIVISION ENTRY SIGN AND ITS APPURTENANT STRUCTURES AND LANDSCAPING, IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION).

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK WITHIN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND AGAINST EACH AND EVERY LOT WITHIN THE SUBDIVISION.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

REVISIONS:						DRAWN BY:		DATE:		TITLE:		SCALE:	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DJ	01-01-21	AMY ELLEN GROUP, LLC		FINAL PLAT OF SUBDIVISION		NONE	
01-01-20	D.J.	PER REVIEW	09-07-21	D.J.	PER REVIEW	WDJ	01-01-21	P.O. BOX 156		MARY ELLEN WOODS		01-01-21	
02-18-21	D.J.	PER REVIEW	03-25-22	D.J.	PER REVIEW	WDJ	01-01-21	LEMONT, ILLINOIS 60439		LEMONT, ILLINOIS		JOB NO: 0000	
03-08-21	D.J.	PER REVIEW	11-21-22	D.J.	PER REVIEW	WDJ	01-01-21					SHEET 3 OF 4	
05-21-21	D.J.	PER REVIEW	12-18-22	D.J.	PER REVIEW								

DJA
DAVE JOHNSON
CIVIL ENGINEER & SURVEYOR
1568 Holiday Drive Sandwich, IL 60548
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT:

AMY ELLEN GROUP, LLC
P.O. BOX 156
LEMONT, ILLINOIS 60439

TITLE:

FINAL PLAT OF SUBDIVISION
MARY ELLEN WOODS
LEMONT, ILLINOIS

SCALE: NONE

DATE: 01-01-21

JOB NO: 0000

SHEET 3 OF 4

FINAL PLAT OF SUBDIVISION
FOR
"MARY ELLEN WOODS"
ROBERTA STREET & WALTER STREET
LEMONT, ILLINOIS
CERTIFICATES

RESERVED FOR : COOK COUNTY RECORDER

WETLAND AND STORMWATER MANAGEMENT DEED RESTRICTION
MARY ELLEN WOODS DEVELOPMENT, LEMONT, IL

WHEREAS, The Mary Ellen Woods Owners Association, hereinafter called the Owner, is the owner in fee simple of certain real property, hereinafter called "Restricted Property", which is legally described as follows:

Legal boundaries to be updated upon final platting. Restricted property is limited to wooded open space, wetlands and Waters of the U.S., Naturalize Stormwater Best Management Practices (BMPs), and all associated buffers, within OUTLOT A of the Mary Ellen Woods Development as identified on Restoration and Enhancement Plan (prepared by Gary R Weber Associates).

WHEREAS, the Restricted Property contains Waters of the United States under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344) and:

WHEREAS, the Owner is the beneficiary of a Corps of Engineers permit number LRC-2020-403 ("Permit") attached hereto as Exhibit A, to place fill in wetlands contained on the Restricted Property, to create restored wetland area on the Restricted Property, and to install naturalized stormwater BMPs on the Restricted Property, in accordance with plans which form a part of the Permit and:

WHEREAS, the Restoration Plan, herein called the Plan, provides all specifications for construction of the created/preserved/enhanced wetland areas, naturalized stormwater BMPs, and preserved woodland within the limits of OUTLOT A of the Property:

WHEREAS, in consideration for the Owner to comply with the USACE Regional Permit Program, the Owner will preserve/create/enhance wetlands, WOUS, and associated buffers, provide naturalized stormwater BMPs, and preserve open space woodland within the above restricted areas and dedicate the Restricted Property for the perpetual use as a conservancy area in accordance with the terms and conditions of this document, the Permit, and the Real Property Conservation Rights Act, 765 ILCS 120, or other applicable Illinois law:

WHEREAS, a permit to place fill in wetlands contained on the Restricted Property would not have been granted but for the dedication of the Restricted Property for conservation purposes and naturalized stormwater BMPs provided, and the Owner specifically acknowledges as fact that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein:

WHEREAS, the Owner acknowledges that these land use restrictions and other terms of this deed restriction may only be changed, modified, amended or revoked upon express written approval for the change, modification, amendment or revocation of this deed restriction from the U.S. Army Corps of Engineers that is witnessed, authenticated, and recorded pursuant to the law of the State of Illinois with such amendment, modification, or revocation instrument:

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs and assigns:

1. These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon express written approval of the U.S. Army Corps of Engineers that is witnessed, authenticated, and recorded pursuant to the law of the State of Illinois;
2. The U. S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;
3. Employees of the U. S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein;
4. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no dredged or fill material placed on Restricted Property except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number LRC-2020-403
5. The naturalized stormwater BMPs shall be constructed by the Owner in accordance with the plans and specifications identified in the Plan
6. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on Restricted Property;
7. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number LRC-2020-403 and the associated special conditions;
8. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number LRC-2020-403;
9. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no application of insecticides or herbicides except as specified by U. S. Army Corps of Engineers permit number [Permit Number];
10. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property;
11. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers;
12. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures;
13. The Owner shall provide adequate long-term maintenance and continuation of the wetlands, and naturalized stormwater control measures as described in the Approved Plan and/or plat to ensure the facility continues to operate in accordance with the approved design, performance, rules, and regulations. Minimum maintenance of the said facilities, shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.
14. The Owner shall ensure all routine maintenance in wetlands, naturalized stormwater control areas, and woodland open space is conducted by an experienced native contractor and that maintenance is limited to preserving the natural area through the treatment of invasives, necessary repairs, supplemental native planting, removal of trees that pose a health and safety concern, and general clean-up.
15. The terms and conditions of these deed restrictions and covenants shall bind the Owner, his heirs and assigns to the extent of their legal and/or equitable interest in Restricted Property, and these deed restrictions and covenants shall run with the land in perpetuity and be binding on the Restricted Property and its owner(s) forever;
16. The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or encumbrance of Restricted Property or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document; and
17. If any provision of this Deed Restriction, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed Restriction, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, said Owner has caused its [corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary.] OR [name to be signed] this ____ day of _____, 2021.

By:

[Impress Corporate Seal Here]

Grantor Name [or Grantor Corporation PRESIDENT Name]

[Name of Corporation]

ATTEST:

[Corporation SECRETARY Name]

REVISIONS:		DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-01-20	D.J.		PER REVIEW		09-07-21	D.J.	PER REVIEW
02-18-21	D.J.		PER REVIEW		03-21-22	D.J.	PER REVIEW
03-08-21	D.J.		PER REVIEW		11-21-22	D.J.	PER REVIEW
05-21-21	D.J.		PER REVIEW				

DRAWN BY:	DJ	DATE:	01-01-21
CHECKED BY:	WDJ	DATE:	01-01-21
APPROVED BY:	WDJ	DATE:	01-01-21

DJA
DAVE JOHNSON
CIVIL ENGINEER & SURVEYOR
1568 Holiday Drive Sandwich, IL 60548
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT:
AMY ELLEN GROUP, LLC
P.O. BOX 156
LEMONT, ILLINOIS 60439

TITLE:
FINAL PLAT OF SUBDIVISION
MARY ELLEN WOODS
LEMONT, ILLINOIS

SCALE: NONE
DATE: 01-01-21
JOB NO: 0000
SHEET **4** OF **4**

EXHIBIT B

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

1. The Lemont 2030 Comprehensive Plan designates the subject property as Infill Residential (INF) and the proposal meets the goals and objectives of the plan.
2. The rezoning to R-5A allows for detached single-family home lots to meet the bulk and dimensional standards of the district.
3. The proposed subdivision will follow all the requirements of the Village's Unified Development Ordinance.

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving a Final Plat of Subdivision for 9 Detached Single-Family Residential Lots at 3 W Roberta Street in Lemont, IL (Mary Ellen Woods Subdivision)
DATE: February 13, 2023

SUMMARY/BACKGROUND

Phil Cullen representing Amy Ellen Group LLC, is requesting a Final Plat of Subdivision of Mary Ellen Woods for the purpose to allow construction of 9 detached single-family homes on 5.208-acres at the northwest corner of Watler and Roberta Streets.

ANALYSIS

Comprehensive Plan

The future land use of the subject property is designated Infill Residential (INF) and the proposal satisfies the goals and objectives of the Lemont 2030 Comprehensive Plan.

Planning & Zoning Commission (PZC)

The PZC held a public hearing to discuss the rezoning and final plat of subdivision for Mary Ellen Woods on January 11, 2023. The PZC voted (4-0) to recommend approval of the rezoning and final plat of subdivision with conditions that have been remediated or incorporated into the rezoning ordinance.

Committee of the Whole (COW)

The Committee of the Whole discussed the proposal at the January 23, 2023 COW meeting. The applicant has agreed to restore the neighboring property at 1090 Walter Street for any damage and removal of landscaping and a decorative seat wall with the extension of the sanitary sewer for the purpose of this subdivision.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff is recommending approval of the attached resolution.

BOARD ACTION REQUESTED

A motion to approve the attached resolution.

ATTACHMENTS

[A Resolution Approving a Final Plat of Subdivision for 9 Detached Single Family Residential Lots at 3 W Roberta Street in Lemont, IL](#)

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 9
DETACHED SINGLE FAMILY RESIDENTIAL LOTS AT 3 W ROBERTA STREET
IN LEMONT, IL**

(Mary Ellen Woods Subdivision)

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF FEBRUARY, 2023**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 13th day of
February, 2023.**

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 9
DETACHED SINGLE FAMILY RESIDENTIAL LOTS AT 3 W ROBERTA STREET
IN LEMONT, IL**

(Mary Ellen Woods Subdivision)

WHEREAS, Amy Ellen Group, LLC, represented by Philip J Cullen of PC Realty, Inc., (hereinafter referred to as the “Petitioner”), is the owner of the property covering approximately 5.208-acres located at the northwest corner of Roberta Street and Walter Street (PIN# 22-29-300-009), legally described and depicted in Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Petitioner submitted the Final Plat of Subdivision of Mary Ellen Woods dated 1/1/2021 with a final revision date of 11/21/2022 drafted by DJA Civil Engineer & Surveyor, (hereinafter referred to as “Final Plat of Subdivision”) for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Petitioner has filed an application with the Village of Lemont on April 13, 2021 for Final Plat of Subdivision to create nine detached residential home lots; and

WHEREAS, the Planning & Zoning Commission (PZC) recommended to approve the Final Plat of Subdivision at the PZC meeting on January 11, 2023; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (4-0) at this meeting to recommend rezoning and the Final Plat of Subdivision with conditions either remediated or incorporated into this Resolution; and

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

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

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

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

SECTION TWO: The Final Plat of Subdivision of Mary Ellen Woods, drafted by DJA dated 1/1/2021 with a final revision date of 11/21/2022, be and is hereby approved in substantially the form attached hereto as Exhibit A.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 13th DAY OF FEBRUARY, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Final Plat of Subdivision of Mary Ellen Woods



LOCATION MAP
N.T.S.

LEGEND

	SUBJECT BOUNDARY LINE
	PROPOSED LOT / R.O.W. LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	SETBACK LINE
	F.I.P.
	S.I.P.

SEND ALL FUTURE TAX BILLS TO:
 AMY ELLEN GROUP, LLC
 P.O. BOX 156
 LEMONT, ILLINOIS 60439

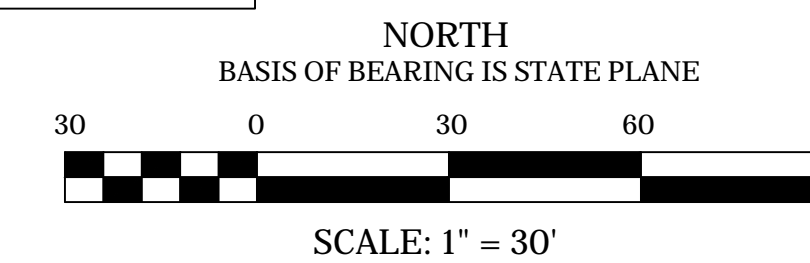
ORIGINAL MYLAR SUBMITTED BY AND RETURN :
 THE VILLAGE OF LEMONT
 418 MAIN STREET
 LEMONT, ILLINOIS 60439

FINAL PLAT OF SUBDIVISION
 FOR
"MARY ELLEN WOODS"
 3 W. ROBERTA STREET
 LEMONT, ILLINOIS

COMMON ADDRESS
 LOT 23 : 3 W. ROBERTA STREET, LEMONT, IL. 60439

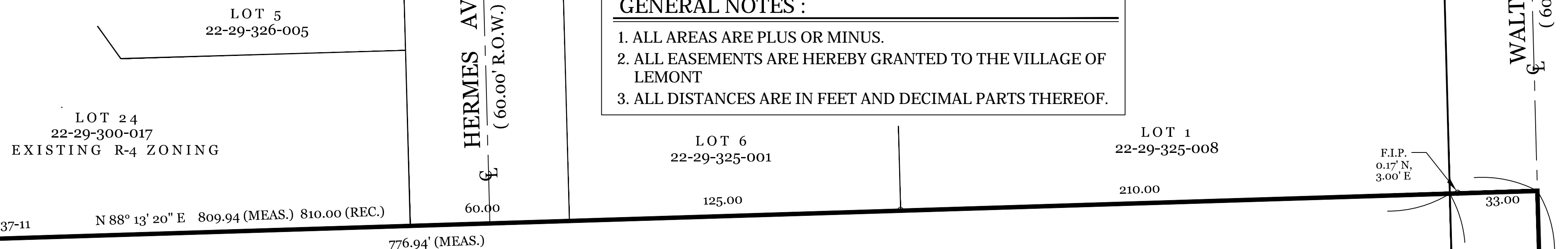
PARCEL IDENTIFICATION NUMBER
 PIN NUMBER : 22-29-300-009-0000

BASIS OF BEARING
 THE BASIS OF BEARINGS IS : THE N. LINE OF THE S. HALF OF THE N.W. 1/4 OF SECTION 29-37-11 BEING N. 88° 13' 20" E.

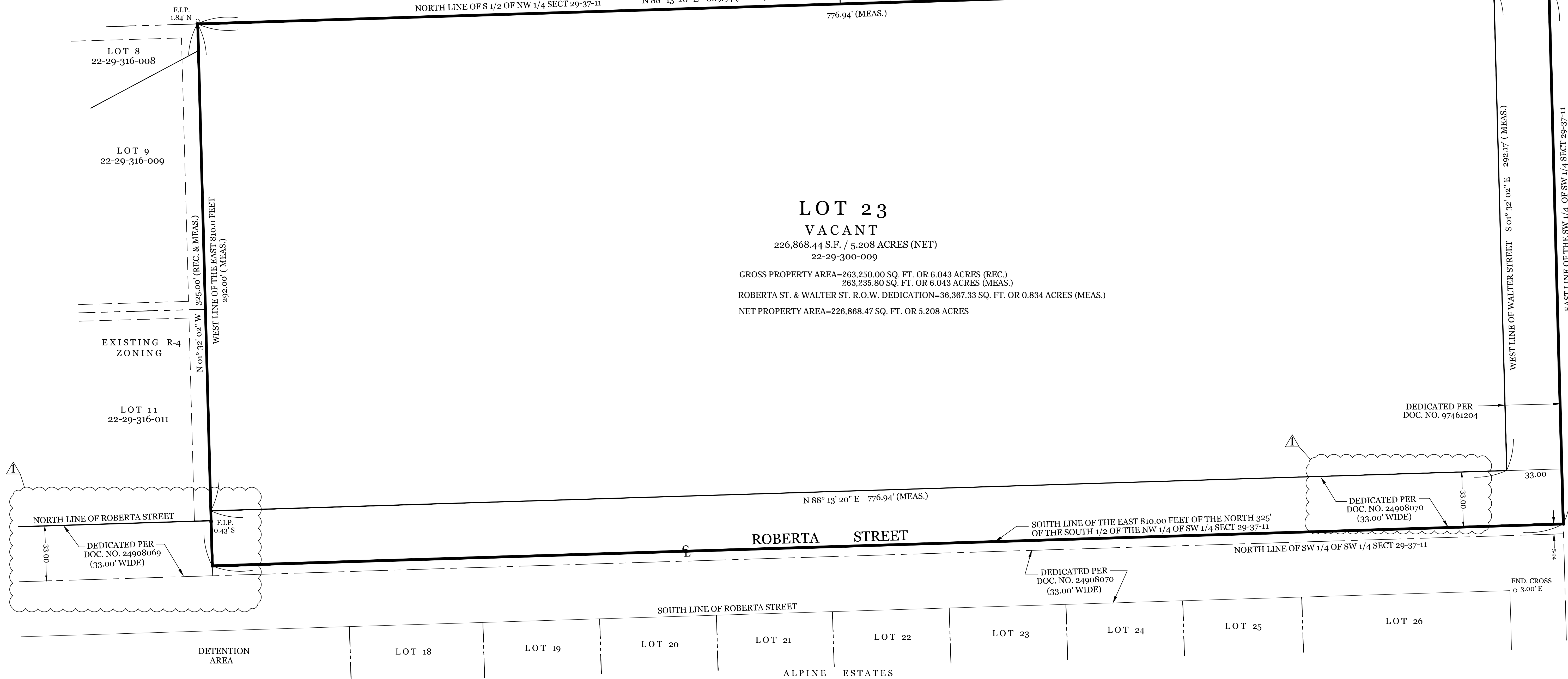


LEGAL DESCRIPTION :
 THE EAST 810.00 FEET OF THE NORTH 325.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THERE FROM THESE PORTIONS DEDICATED FOR PUBLIC ROADWAY PER DOCUMENTS 97461204 AND 24908070.

- GENERAL NOTES :**
1. ALL AREAS ARE PLUS OR MINUS.
 2. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT
 3. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.



LOT 23
VACANT
 226,868.44 S.F. / 5.208 ACRES (NET)
 22-29-300-009
 GROSS PROPERTY AREA=263,250.00 SQ. FT. OR 6.043 ACRES (REC.)
 263,235.80 SQ. FT. OR 6.043 ACRES (MEAS.)
 ROBERTA ST. & WALTER ST. R.O.W. DEDICATION=36,367.33 SQ. FT. OR 0.834 ACRES (MEAS.)
 NET PROPERTY AREA=226,868.47 SQ. FT. OR 5.208 ACRES



REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-01-20	D.J.	PER REVIEW	09-07-21	D.J.	PER REVIEW
02-18-21	D.J.	PER REVIEW	03-25-22	D.J.	PER REVIEW
03-08-21	D.J.	PER REVIEW	11-21-22	D.J.	PER REVIEW
05-21-21	D.J.	PER REVIEW	12-16-22	D.J.	PER REVIEW

DRAWN BY: DJ DATE: 01-01-21
CHECKED BY: WDJ DATE: 01-01-21
APPROVED BY: WDJ DATE: 01-01-21

DJA
 DAVID JOHNSON
 CIVIL ENGINEER & SURVEYOR
 1568 Holiday Drive Sandwich, IL 60548
 ph. 630 752 8600 fax. 630 752 9556
 e-mail: DJA@DJAonline.net

CLIENT: AMY ELLEN GROUP, LLC
 P.O. BOX 156
 LEMONT, ILLINOIS 60439

TITLE: FINAL PLAT OF SUBDIVISION
 EXISTING CONDITIONS
 MARY ELLEN WOODS
 LEMONT, ILLINOIS

LEGEND

—	SUBJECT BOUNDARY LINE
- - -	PROPOSED LOT / R.O.W. LINE
- - - -	EXISTING PROPERTY LINE
- - - - -	EASEMENT LINE
- - - - -	SETBACK LINE
○	F.I.P.
●	S.I.P.

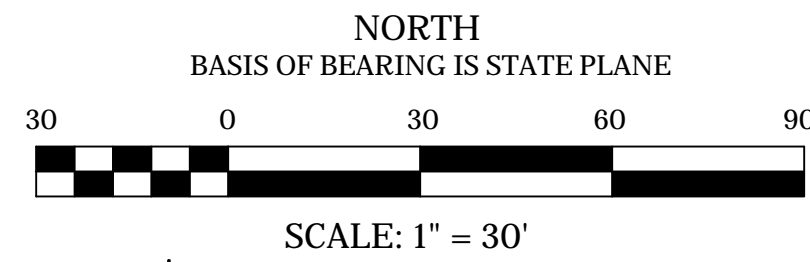
FINAL PLAT OF SUBDIVISION
FOR
"MARY ELLEN WOODS"
ROBERTA STREET & WALTER STREET
LEMONT, ILLINOIS

PARCEL IDENTIFICATION NUMBER
PIN NUMBER : 22-29-300-009-0000

BASIS OF BEARING
THE BASIS OF BEARINGS IS : THE N. LINE OF THE S. HALF OF THE N.W. 1/4 OF SECTION 29-37-11 BEING N. 88° 13' 20" E.

DATA :
TOTAL SITE AREA: 217,192.51 S.F. / 4.986 ACRES
AREA TO BE DEVELOPED (LOTS 1 THRU 9) - 92,297.26 S.F. - 43.73%
AREA TO BE LEFT UNDEVELOPED - 134,522.71 S.F. - 56.27%

LEGAL DESCRIPTION :
THE EAST 810.00 FEET OF THE NORTH 325.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS EXCEPTING THERE FROM THESE PORTIONS DEDICATED FOR PUBLIC ROADWAY PER DOCUMENTS 97461204 AND 24908070.



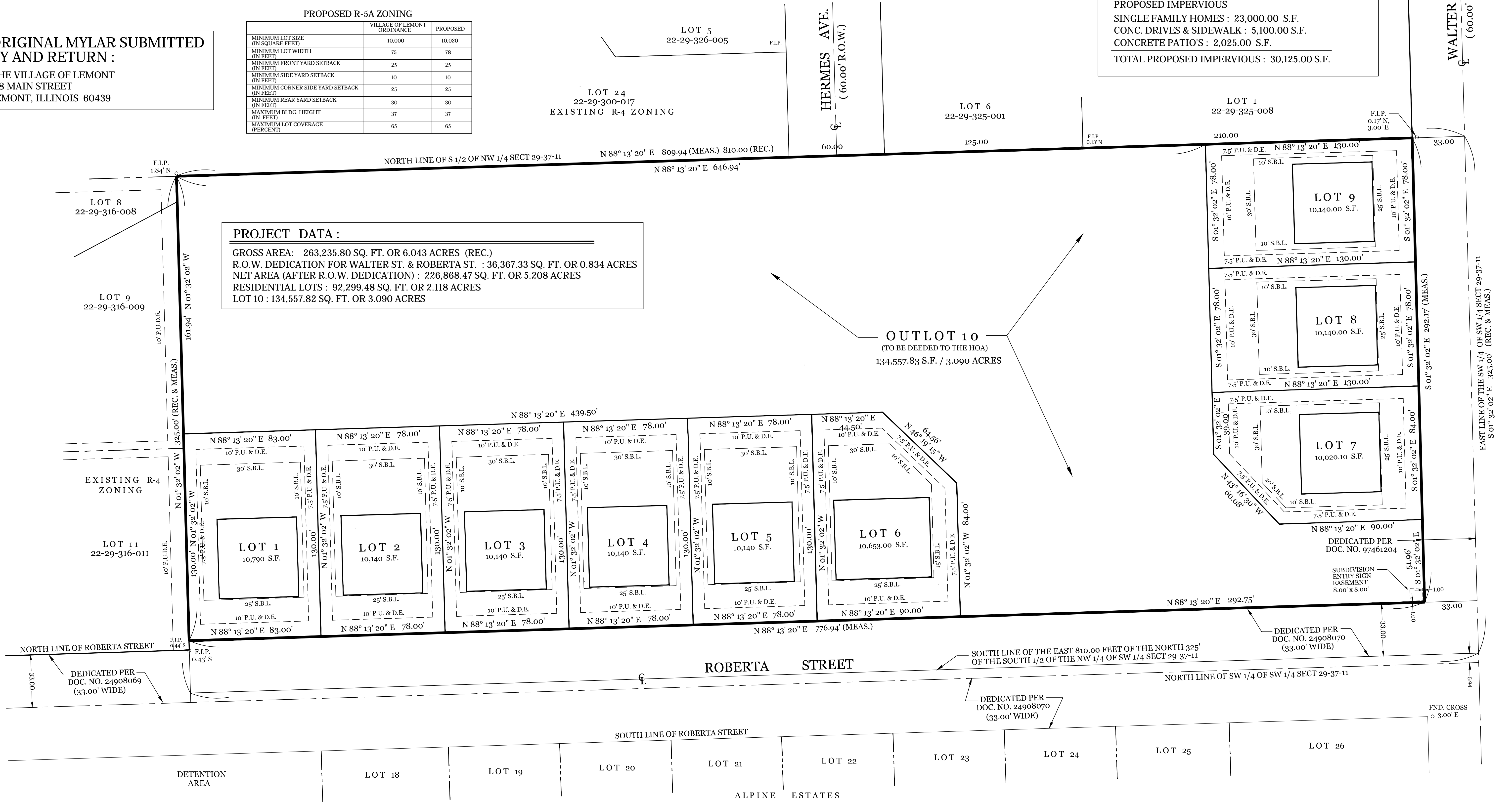
PROPOSED SITE DATA :
SITE : 226,868.47 S.F. / 5.208 ACRES
PROPOSED IMPERVIOUS
SINGLE FAMILY HOMES : 23,000.00 S.F.
CONC. DRIVES & SIDEWALK : 5,100.00 S.F.
CONCRETE PATIO'S : 2,025.00 S.F.
TOTAL PROPOSED IMPERVIOUS : 30,125.00 S.F.

ORIGINAL MYLAR SUBMITTED BY AND RETURN :
THE VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

PROPOSED R-5A ZONING

	VILLAGE OF LEMONT ORDINANCE	PROPOSED
MINIMUM LOT SIZE (IN SQUARE FEET)	10,000	10,020
MINIMUM LOT WIDTH (IN FEET)	75	78
MINIMUM FRONT YARD SETBACK (IN FEET)	25	25
MINIMUM SIDE YARD SETBACK (IN FEET)	10	10
MINIMUM CORNER SIDE YARD SETBACK (IN FEET)	25	25
MINIMUM REAR YARD SETBACK (IN FEET)	30	30
MAXIMUM BLDG. HEIGHT (IN FEET)	37	37
MAXIMUM LOT COVERAGE (PERCENT)	65	65

PROJECT DATA :
GROSS AREA: 263,235.80 SQ. FT. OR 6.043 ACRES (REC.)
R.O.W. DEDICATION FOR WALTER ST. & ROBERTA ST. : 36,367.33 SQ. FT. OR 0.834 ACRES
NET AREA (AFTER R.O.W. DEDICATION) : 226,868.47 SQ. FT. OR 5.208 ACRES
RESIDENTIAL LOTS : 92,299.48 SQ. FT. OR 2.118 ACRES
LOT 10 : 134,557.82 SQ. FT. OR 3.090 ACRES



REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-01-20	D.J.	PER REVIEW	09-07-21	D.J.	PER REVIEW
02-18-21	D.J.	PER REVIEW	03-25-22	D.J.	PER REVIEW
03-08-21	D.J.	PER REVIEW	11-21-22	D.J.	PER REVIEW
05-21-21	D.J.	PER REVIEW			

DRAWN BY: DJ DATE: 01-01-21
CHECKED BY: WDJ DATE: 01-01-21
APPROVED BY: WDJ DATE: 01-01-21

DJA
DAVE JOHNSON
CIVIL ENGINEER & SURVEYOR
1568 Holiday Drive Sandwich, IL 60548
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT:
AMY ELLEN GROUP, LLC
P.O. BOX 156
LEMONT, ILLINOIS 60439

TITLE:
FINAL PLAT OF SUBDIVISION
PROPOSED CONDITIONS
MARY ELLEN WOODS
LEMONT, ILLINOIS

SCALE: 1" = 30'
DATE: 01-01-21
JOB NO: 0000
SHEET 2 **OF** 4

FINAL PLAT OF SUBDIVISION FOR "MARY ELLEN WOODS" ROBERTA STREET & WALTER STREET LEMONT, ILLINOIS CERTIFICATES

RESERVED FOR : COOK COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

DO HEREBY CERTIFY THAT _____ ARE THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND SUCH OWNER(S) HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS HEREON SHOWN, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

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

WE FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS EFFECTING THE LAND DESCRIBED AND SHOWN ON THIS FINAL PLAT.

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

OWNER(S): _____

PRINTED NAME(S): _____

OWNER'S SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, _____ THE UNDERSIGNED AS OWNER OF THE PROPERTY KNOWN AS MARY ELLEN WOODS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT 113A HIGH SCHOOL DISTRICT 210 JUNIOR COLLEGE DISTRICT 525

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

OWNER(S): _____

PRINTED NAME(S): _____

OWNER'S & SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE, ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THE SAID INDIVIDUALS APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT DELIVERED SAID INSTRUMENT AS FREE AND ACKNOWLEDGE THAT THEY ARE THE CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, OWNERS, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

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

NOTARY PUBLIC _____ AFFIX SEAL:
PRINTED NAME _____

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

VILLAGE PRESIDENT: _____

ATTEST:

VILLAGE CLERK: _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

VILLAGE TREASURER: _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

VILLAGE ENGINEER: _____

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR OF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE 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 PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

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

OWNER / ENGINEER: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, WARREN D. JOHNSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-002971, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 810.00 FEET OF THE NORTH 325.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE VILLAGE LIMITS OR WITHIN 1.5 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF LEMONT, ILLINOIS, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW AND HEREAFTER AMENDED AND THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF LEMONT RELATIVE TO PLATS AND SUBDIVISIONS COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT IRON REBAR 4" X 24" WILL BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT AND BEND POINTS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED UPON THE COMPLETION OF FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THE PROPERTY LIES WITHIN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) OF COOK COUNTY AND INCORPORATED AREAS, MAP NUMBER 17051C0588J, EFFECTIVE DATE AUGUST 19, 2008.

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

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68.7 DEGREES FAHRENHEIT. ALL CURVE LENGTHS SHOWN ARE ARC DIMENSIONS.

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

WARREN D. JOHNSON
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002974
LICENSE EXPIRES NOVEMBER 30, 2022



PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

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

COM ED COMPANY AND AT&T CORPORATION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS REQUIRED TO PROVIDE THE (SUBDIVISION/PLANNED UNIT DEVELOPMENT) AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES.

NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY, AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

NICOR CORPORATION/NICOR GAS COMPANY

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE (SUBDIVISION/PLANNED UNIT DEVELOPMENT) AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COMCAST COMMUNICATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE (SUBDIVISION/PLANNED UNIT DEVELOPMENT) AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

DRAINAGE AND STORMWATER DETENTION EASEMENT

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LEMONT EASEMENTS IN, OVER, UNDER, THROUGH, AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS "DRAINAGE AND STORMWATER DETENTION EASEMENT" OR "D.E." FOR PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BOUND UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS, TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDED OR DIMINISH STORMWATER DRAINAGE OF DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, THE REMOVAL OF SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID DRAINAGE EASEMENT COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, REMOVAL OF ANY OBSTRUCTION OR ALTERATION TO OR UPON THE STORMWATER FACILITIES DRAINAGE EASEMENT, AS SET FORTH IN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER WHICH CAUSED SUCH OBSTRUCTION OR ALTERATION.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK (THE DRAINAGE AND STORM SEWER MAINTENANCE AND OWNERSHIP OF LOT TO SHALL BE THE RESPONSIBILITY OF THE HOA)

SUBDIVISION ENTRY SIGN EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED FOR A SUBDIVISION ENTRY SIGN EASEMENT FOR THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND THE VILLAGE OF LEMONT (THE "VILLAGE") AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER, THROUGH, AND ALONG ALL AREAS MARKED "SUBDIVISION ENTRY SIGN EASEMENT" ON THE PLAT. SAID EASEMENT SHALL BE FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, INSPECT, TRIM, CUT DOWN, REMOVE, AND MAINTAIN A SUBDIVISION ENTRY SIGN AND LANDSCAPING APPURTENANT THERETO AS MAY BE DETERMINED NECESSARY BY THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND IN A MANNER CONSISTENT WITH PLANS TENDERED TO AND APPROVED BY THE VILLAGE. NO ALTERATION, PERMANENT STRUCTURES, LANDSCAPING, GRADING, OR APPURTENANCES THEREIN SHALL BE ALLOWED IN THIS EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND THE VILLAGE.

THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) SHALL MAINTAIN THE SUBDIVISION ENTRY SIGN AND LANDSCAPING APPURTENANT THERETO IN A MANNER CONSISTENT WITH THE PLANS APPROVED BY THE VILLAGE AND THE STANDARDS TYPICAL OF PRIVATE PROPERTY MAINTENANCE THROUGHOUT THE COMMUNITY. IN THE EVENT THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) FAILS TO PROPERLY MAINTAIN THIS EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION), HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE SUBDIVISION ENTRY SIGN AND ITS APPURTENANT STRUCTURES AND LANDSCAPING, IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION).

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK WITHIN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE (PROPERTY OWNER(S)/HOMEOWNER'S ASSOCIATION) AND AGAINST EACH AND EVERY LOT WITHIN THE SUBDIVISION.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

REVISIONS:						DRAWN BY: DJ DATE: 01-01-21			CLIENT: AMY ELLEN GROUP, LLC P.O. BOX 156 LEMONT, ILLINOIS 60439	TITLE: FINAL PLAT OF SUBDIVISION MARY ELLEN WOODS LEMONT, ILLINOIS	SCALE: NONE
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY: WDJ DATE: 01-01-21	DATE: 01-01-21				
01-01-20	D.J.	PER REVIEW	09-07-21	D.J.	PER REVIEW	APPROVED BY: WDJ DATE: 01-01-21	JOB NO: 0000				
02-18-21	D.J.	PER REVIEW	03-25-22	D.J.	PER REVIEW		SHEET 3 OF 4				
03-08-21	D.J.	PER REVIEW	11-21-22	D.J.	PER REVIEW						
05-21-21	D.J.	PER REVIEW	12-18-22	D.J.	PER REVIEW						

FINAL PLAT OF SUBDIVISION
FOR
"MARY ELLEN WOODS"
ROBERTA STREET & WALTER STREET
LEMONT, ILLINOIS
CERTIFICATES

RESERVED FOR : COOK COUNTY RECORDER

WETLAND AND STORMWATER MANAGEMENT DEED RESTRICTION
MARY ELLEN WOODS DEVELOPMENT, LEMONT, IL

WHEREAS, The Mary Ellen Woods Owners Association, hereinafter called the Owner, is the owner in fee simple of certain real property, hereinafter called "Restricted Property", which is legally described as follows:

Legal boundaries to be updated upon final platting. Restricted property is limited to wooded open space, wetlands and Waters of the U.S., Naturalize Stormwater Best Management Practices (BMPs), and all associated buffers, within OUTLOT A of the Mary Ellen Woods Development as identified on Restoration and Enhancement Plan (prepared by Gary R Weber Associates).

WHEREAS, the Restricted Property contains Waters of the United States under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344) and:

WHEREAS, the Owner is the beneficiary of a Corps of Engineers permit number LRC-2020-403 ("Permit") attached hereto as Exhibit A, to place fill in wetlands contained on the Restricted Property, to create restored wetland area on the Restricted Property, and to install naturalized stormwater BMPs on the Restricted Property, in accordance with plans which form a part of the Permit and;

WHEREAS, the Restoration Plan, herein called the Plan, provides all specifications for construction of the created/preserved/enhanced wetland areas, naturalized stormwater BMPs, and preserved woodland within the limits of OUTLOT A of the Property;

WHEREAS, in consideration for the Owner to comply with the USACE Regional Permit Program, the Owner will preserve/create/enhance wetlands, WOUS, and associated buffers, provide naturalized stormwater BMPs, and preserve open space woodland within the above restricted areas and dedicate the Restricted Property for the perpetual use as a conservancy area in accordance with the terms and conditions of this document, the Permit, and the Real Property Conservation Rights Act, 765 ILCS 120, or other applicable Illinois law;

WHEREAS, a permit to place fill in wetlands contained on the Restricted Property would not have been granted but for the dedication of the Restricted Property for conservation purposes and naturalized stormwater BMPs provided, and the Owner specifically acknowledges as fact that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein;

WHEREAS, the Owner acknowledges that these land use restrictions and other terms of this deed restriction may only be changed, modified, amended or revoked upon express written approval for the change, modification, amendment or revocation of this deed restriction from the U.S. Army Corps of Engineers that is witnessed, authenticated, and recorded pursuant to the law of the State of Illinois with such amendment, modification, or revocation instrument;

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs and assigns:

1. These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon express written approval of the U.S. Army Corps of Engineers that is witnessed, authenticated, and recorded pursuant to the law of the State of Illinois;
2. The U. S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;
3. Employees of the U. S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein;
4. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no dredged or fill material placed on Restricted Property except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number LRC-2020-403
5. The naturalized stormwater BMPs shall be constructed by the Owner in accordance with the plans and specifications identified in the Plan
6. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on Restricted Property;
7. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number LRC-2020-403 and the associated special conditions;
8. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number LRC-2020-403;
9. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no application of insecticides or herbicides except as specified by U. S. Army Corps of Engineers permit number [Permit Number];
10. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property;
11. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers;
12. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures;
13. The Owner shall provide adequate long-term maintenance and continuation of the wetlands, and naturalized stormwater control measures as described in the Approved Plan and/or plat to ensure the facility continues to operate in accordance with the approved design, performance, rules, and regulations. Minimum maintenance of the said facilities, shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.
14. The Owner shall ensure all routine maintenance in wetlands, naturalized stormwater control areas, and woodland open space is conducted by an experienced native contractor and that maintenance is limited to preserving the natural area through the treatment of invasives, necessary repairs, supplemental native planting, removal of trees that pose a health and safety concern, and general clean-up.
15. The terms and conditions of these deed restrictions and covenants shall bind the Owner, his heirs and assigns to the extent of their legal and/or equitable interest in Restricted Property, and these deed restrictions and covenants shall run with the land in perpetuity and be binding on the Restricted Property and its owner(s) forever;
16. The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or encumbrance of Restricted Property or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document; and
17. If any provision of this Deed Restriction, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed Restriction, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, said Owner has caused its [corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary.] OR [name to be signed] this ____ day of _____, 2021.

By: _____ [Impress Corporate Seal Here]

Grantor Name [or Grantor Corporation PRESIDENT Name]
[Name of Corporation]

ATTEST:

[Corporation SECRETARY Name]

REVISIONS:		DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-01-20	D.J.		PER REVIEW		09-07-21	D.J.	PER REVIEW
02-18-21	D.J.		PER REVIEW		03-21-22	D.J.	PER REVIEW
03-08-21	D.J.		PER REVIEW		11-21-22	D.J.	PER REVIEW
05-21-21	D.J.		PER REVIEW				

DRAWN BY:	DJ	DATE:	01-01-21
CHECKED BY:	WDJ	DATE:	01-01-21
APPROVED BY:	WDJ	DATE:	01-01-21

DJA
DAVE JOHNSON
CIVIL ENGINEER & SURVEYOR
1568 Holiday Drive Sandwich, IL 60548
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT: **AMY ELLEN GROUP, LLC**
P.O. BOX 156
LEMONT, ILLINOIS 60439

TITLE: **FINAL PLAT OF SUBDIVISION**
MARY ELLEN WOODS
LEMONT, ILLINOIS

SCALE:	NONE
DATE:	01-01-21
JOB NO:	0000
SHEET	4 OF 4



TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving a Final Plat of Subdivision for 15368 129th Street in Lemont, IL (Martinez Subdivision)
DATE: February 13, 2023

SUMMARY/BACKGROUND

Bertha Martinez, represented by John Antonopoulous, is the owner of the property located at 15368 129th Street and is requesting annexation, rezoning to R-5A and a Final Plat of Subdivision for the purpose of subdividing one 2.49-acre lot into 2 equal lots to construct a detached single-family home on each of the new lots. The new homes will connect to Village utilities and adhere to all UDO standards and the R-5A zoning district.

ANALYSIS

Comprehensive Plan

The Lemont 2030 Comprehensive Plan identifies the future land use of this area as Contemporary Neighborhood (CTP). The Final Plat of Subdivision is in agreement with the plan.

Planning & Zoning Commission (PZC)

A public hearing was held at the PZC meeting on December 7, 2022. The PZC recommended (4-0) in favor to approve the annexation, rezoning and final plat of subdivision with a condition that has been incorporated into the annexation ordinance.

Committee of the Whole (COW)

The Committee of the Whole discussed the proposal at the December 19, 2022 COW meeting.

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

[A Resolution Approving a Final Plat of Subdivision for 15368 129th Street in Lemont, IL](#)

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 15368 129th
STREET IN LEMONT, IL**

(Martinez Subdivision)

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF FEBRUARY, 2023**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 13th day of
February, 2023.**

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 15368 129th STREET IN LEMONT, IL

(Martinez Subdivision)

WHEREAS, Bertha Martinez, represented by Attorney John Antonopoulos, (hereinafter referred to as the “Petitioner”), is the owner of the property covering approximately 2.49-acres located at 15368 129th Street (PIN# 22-32-203-002), legally described and depicted in Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Petitioner submitted the Final Plat of Martinez Subdivision dated 1/26/2023 by DesignTek Engineering, Inc., (hereinafter referred to as “Final Plat of Subdivision”) for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Petitioner has filed an application with the Village of Lemont on October 20, 2022 for Final Plat of Subdivision to create two residential home lots; and

WHEREAS, the Planning & Zoning Commission (PZC) recommended to approve the Final Plat of Subdivision at the regularly scheduled PZC meeting on December 6, 2022; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (4-0) at this meeting to recommend annexation, rezoning and the Final Plat of Subdivision provided in Exhibit A; and

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

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

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

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

SECTION TWO: The Final Plat of Martinez Subdivision for 15368 129th Street, Inc., drafted by DesignTek Engineering, Inc dated 1/25/2023, be and is hereby approved in substantially the form attached hereto as Exhibit A.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 13th DAY OF FEBRUARY, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Final Plat of Martinez Subdivision for 15368 129th Street

PARCEL IDENTIFICATION NUMBER

22-32-203-002-0000

BASIS OF BEARING

THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

AREA DATA (EXISTING)

GROSS AREA: 108,641 SQUARE FEET OR 2.49 ACRES
129TH STREET: 5,456 SQUARE FEET
RIGHT OF WAY DEDICATION
NET AREA: 103,185 SQUARE FEET

APPROVED ZONING

ZONING: R-5A
SINGLE FAMILY LOTS: 2
SETBACK: R-5A REQ. ORDINANCE
FRONT: 25'
REAR YARD: 30'
SIDEYARD: 10'
MIN. LOT SIZE: 10,000 S.F.
MIN. LOT WIDTH: 75'

ADDRESS

15368 129th Street
Lemont, Illinois 60439

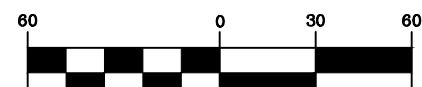
LEGEND

- FIP FOUND IRON PIPE
SIP SET 1" x 24" IRON PIPE
SCM CONCRETE MONUMENT
BOUNDARY LINE
LOT LINE
RIGHT-OF-WAY LINE
SECTION LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE

ABBREVIATIONS

- FD. FOUND
FIR. FOUND IRON REBAR
FIP. FOUND IRON PIPE
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
S.F. SQUARE FEET
N. NORTH
S. SOUTH
E. EAST
W. WEST

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

FINAL PLAT OF MARTINEZ SUBDIVISION

BEING A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

DO HEREBY CERTIFY THAT (I/WE) AM/ARE THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER(S) (I/WE) HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS AS HEREON SHOWN, AS (MY/OUR) OWN FREE AND VOLUNTARY ACT AND DEED.

(I/WE) HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES; GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT.

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

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

OWNER(S): _____ NAME/NAMES

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

THIS IS TO CERTIFY THAT TO THE BEST OF _____ KNOWLEDGE, _____ THE UNDERSIGNED AS OWNER OF THE PROPERTY, WHICH WILL BE KNOWN AS THE FINAL PLAT OF MARTINEZ SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT ____ HIGH SCHOOL DISTRICT ____ JUNIOR COLLEGE DISTRICT ____ IN _____ COUNTY, ILLINOIS.

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

BY: _____ OWNER

OWNER'S & SCHOOL DISTRICT NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL:

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

BY: _____ NOTARY PUBLIC

PRESIDENT & BOARD TO TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

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

BY: _____ VILLAGE PRESIDENT ATTEST: _____ VILLAGE CLERK

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

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

VILLAGE TREASURER

SURFACE WATER STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF. OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE 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 PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS ____ DAY OF _____, A.D. 2020.

BY: _____ OWNER'S ATTORNEY OR ENGINEER

Original mylar submitted by and return to:

The Village of Lemont
418 Main Street
Lemont, Illinois 60439

Send all future tax bills to:

Bertha Martinez
15368 129th Street
Lemont, Illinois 60439

ALL EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT, ILLINOIS.

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS,

HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

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

BY: _____ VILLAGE ENGINEER

COMED COMPANY AND AT & T CORPORATION

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to COMED COMPANY and AT & T CORPORATION, their respective licensees, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked Public Utility & Drainage Easement, or "P.U. & D.E." designation, the property designated in the Declaration of Condominium and/or on this plat as "Common Elements"; and the property designated on the plat as "common area or areas"; and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2, as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "allotments", "common elements", "open spaces", "open areas", "common ground", "parking" and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment. Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.

NICOR CORPORATION / NICOR GAS COMPANY PROVISIONS

An easement is hereby reserved for and granted to NICOR GAS COMPANY OF ILLINOIS, its successors and assigns, in all platted "easement" areas, streets, alleys, other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not contiguous thereto. No buildings or other structures shall be constructed or erected in any such "easement" areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement and those areas designated "P.U. & D.E." on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary to serve the Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work.

The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Lemont and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Lemont and other governmental authorities having jurisdiction of the land, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

COMCAST COMMUNICATIONS PROVISIONS

An easement is hereby reserved and granted to COMCAST COMMUNICATIONS CORPORATION, operating within the Village of Lemont, its successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of communication and broadcast signal systems in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "P.U. & D.E." and the property designated on the plat for streets and alleys as required to provide the planned unit development and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstructions shall be constructed or erected in any such "Public Utility and Drainage Easement" or "P.U. & D.E." areas, without the prior written consent of Grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

STORM WATER DETENTION EASEMENT

Declarant hereby reserves easements in, over, under, through and upon those areas designated on the Plat as "Storm Water Detention Easement" for purposes of providing adequate storm water drainage control together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon the declarant, its successors, heirs, executors and assigns. The common area or areas reserved for storm water detention easement. To ensure the integrity of the storm water facilities, no obstruction shall be placed, nor alterations made, including alterations in the final topographic grading plan which in any manner impeded or diminish storm water drainage of detention in, over, under, through or upon said easement areas. In the event such obstruction or alterations are found to exist, the Village shall, upon seventy-two (72) hours prior notice to the property owner, have the right, but not the duty, to perform, or have performed, at the sole expense of the current owner(s) of said Lots 1 & 2, the removal of said obstruction or alterations or to perform other repair, alteration or replacement as may reasonably be necessary to ensure that adequate storm water storage, storm drainage, detention and retention facilities and appurtenances therein remain fully operational and that the condition of said drainage easement complies with all applicable Village codes. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner.

In the event the Village shall perform, or have performed on its behalf, removal of any obstruction or alteration to or upon the storm water facilities drainage easement, as set forth in this easement, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of Cook County, Illinois, constitute a lien against the assets of the property owner which caused such obstruction or alteration.

The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF WILL }

THIS IS TO CERTIFY THAT I, STEVEN J. LAUB, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003160, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF LOT 2 IN COUNTY CLERK'S DIVISION OF SAID SECTION 32, ALL IN THE TOWNSHIP OF LEMONT, COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE VILLAGE LIMITS OF THE CORPORATE LIMITS OF THE VILLAGE OF LEMONT, ILLINOIS, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW AND HEREAFTER AMENDED AND THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF LEMONT RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT 1" X 24" IRON PIPES WILL BE SET AT ALL LOT CORNERS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, UPON THE COMPLETION OF THE FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS OF MINIMAL FLOODING) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) OF COOK COUNTY AND INCORPORATED AREAS, MAP NUMBER 17031C0588J, EFFECTIVE DATE ON AUGUST 19, 2008.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL AT MOKENA, ILLINOIS, THIS 25TH DAY OF _____ JANUARY _____, A.D., 2023.

STEVEN J. LAUB
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. #035-003160
LICENSE EXPIRES ON NOVEMBER, 30, 2024



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

RESERVED FOR THE COOK COUNTY RECORDER

Table with columns: NO., DATE, REVISIONS, DESCRIPTION

BERTHA MARTINEZ
15368 129TH STREET
LEMONT, ILLINOIS 60439

FINAL PLAT FOR MARTINEZ SUBDIVISION
LEMONT, ILLINOIS 60439

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4692
IL-PROF. LIC. NO.: 184-003740



PROJECT INFORMATION
Project No.: 21-0024
Scale: 1" = 60'
Date: 01/26/2023
Field Date: 08/16/2022
Drawn By: SJL
Checked By: SDS

1 OF 1

FINAL PLAT

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Purchase of an Elgin RegenX Street Sweeper with Certain Specifications, Equipment, and Trade-in Through Sourcewell Purchasing Cooperative
DATE: February 13, 2023

SUMMARY/BACKGROUND

It has become necessary to purchase a new Elgin RegenX street sweeper. Standard Equipment Company provided the quote through Sourcewell Purchasing Cooperative number 093021-ELG for the amount including trade-in of \$325,690.00. The current equipment is a 2010 Elgin Crosswind with 10,000 hours and 41,000 miles which will be utilized as a back-up to the new street sweeper. The equipment being traded in is a 1994 Elgin Pelican sweeper with a trade-in value of \$7,500.00. The purchase was budgeted in FY 2024, but moved to Fiscal Year 2023.

ANALYSIS

Consistency with Village Policy
Procurement Policy (if applicable)

STAFF RECOMMENDATION

Pass Resolution Authorizing the Purchase of an Elgin RegenX Street Sweeper with Certain Specifications, Equipment, and Trade-in Through Sourcewell Purchasing Cooperative.

BOARD ACTION REQUESTED

Pass Resolution Authorizing the Purchase of an Elgin RegenX Street Sweeper with Certain Specifications, Equipment, and Trade-in Through Sourcewell Purchasing Cooperative.

ATTACHMENTS

[A Resolution Authorizing the Purchase of an Elgin RegenX Street Sweeper with Certain Specifications, Equipment, and Trade-In Through Sourcewell Purchasing Cooperative.pdf](#)

VILLAGE OF LEMONT

**RESOLUTION
NUMBER R-__-23**

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN ELGIN REGENX STREET
SWEEPER WITH CERTAIN SPECIFICATIONS, EQUIPMENT, AND TRADE-IN
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

RESOLUTION NO. R-_____ -23

A RESOLUTION AUTHORIZING THE PURCHASE OF AN ELGIN REGENX STREET SWEEPER WITH CERTAIN SPECIFICATIONS, EQUIPMENT, AND TRADE-IN THROUGH SOURCEWELL PURCHASING COOPERATIVE

WHEREAS, it has become necessary for the Village of Lemont “Village” to purchase a 2023 Elgin RegenX Street Sweeper with certain specifications, equipment, and trade-in; and

WHEREAS, Sourcewell Purchasing Cooperative has on behalf of local governments bid for the purchase of Elgin Sweepers to cooperative contract #093021-ELG; and

WHEREAS, the quote provided by the qualified vendor Standard Equipment Company offered a fair trade-in value of \$7,500.00 for a 1994 Elgin Pelican Street Sweeper; 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 price quote submitted by Standard Equipment Company, 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 an Elgin RegenX Street Sweeper with certain specifications, equipment, and trade-in for an amount not to exceed \$325,690.00;

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:

The Village shall participate in the Sourcewell Purchasing Cooperative Contract 093021-ELG, and hereby approves the quote for a Elgin RegenX Street Sweeper with certain specifications, equipment, and trade-in from Standard Equipment Company, attached hereto as Exhibit A in an amount not to exceed \$325,690.00.

SECTION 3:

The Village President, Village Administrator, or his Designee are authorized to execute any documents and take any other steps necessary to purchase the Elgin RegenX Street Sweeper in accordance with the quote submitted by Standard Equipment Company, 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 _____ 2023.

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

Standard Equipment Company Elgin RegenX Street Sweeper Quote



Date:
2 – 8 – 2023

Offered By:
Mike O'Connor
Sales Representative
312.208.5012

Equipment Provided for:
The Village of Lemont
418 Main St,
Lemont, IL 60439

Equipment Quote



Standard Equipment is pleased to present The Village of Lemont the following quotation for a New Elgin RegenX Regenerative Air Street Sweeper on a Freightliner M2 Chassis with a Lifeline Hopper.



LEMONT



Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

Elgin sweepers have been cleaning roadways since 1914, and while products have grown and improved, the commitment to quality and performance the company was founded on has not changed.

Clean streets improve water quality, air quality, overall community health and help prevent water pollution. Elgin founder, John Murphy, recognized the health hazards caused by streets filled with filth and debris, and created the very first street sweeper. The sweepers we produce today aren't just any sweeper – they are the toughest, and most rugged sweepers on the market.

Elgin equipment utilizes all variations of today's sweeping technology — mechanical, pure vacuum sweepers, regenerative air, alternative fuel, waterless dust control — and now a single-engine technology — to offer customers the sweeper that matches their needs. From general street maintenance to special industrial and airport applications, Elgin puts its customers in the sweeper that best meets their needs.

Elgin RegenX

The Elgin Innovation Team traversed the country, speaking to hundreds of customers at all levels within the street sweeping industry, both municipal and contractor, in pursuit of true voice-of-the-customer insights. Extensive real-world prototype testing and feedback refined the sweeper design to provide customers with exactly what they want and need, while proving reliability and durability along the way. The input of service technicians, operators, and street sweeping supervisors shaped every detail of the new RegenX® mid-dump regenerative air street sweeper from Elgin Sweeper Company, a sweeper that is easy to use, easy to clean, and easy to maintain but still delivers the quality and proven technology that is the hallmark of Elgin Sweeper products.

Why RegenX?

Roll-Off Dump Height with 50° Dump Angle and 8-yard Hopper

- Avoid double-handling, driving back to the facility to dump, and environmental ground-dumping restrictions.

Incredibly Easy to Clean

- Simple hopper – rounded corners and external self-dumping dust separator.
- Easy-access washout doors for dust separator and pickup head.
- Cable-controlled drop-down screens standard.

Easy to Service

- Easy to access components with locations determined by experienced service technicians.
- Bolt-on wear parts wherever possible. (dust separator, hopper inlet, etc.)
- Simple design with no control modules for sweeper functions.

Reliable

- Better cleanout and easier serviceability leads to more reliability.
- Highly efficient dust separator and large screen surface area reduce carryover and sandblasting.
- Overall simple design – fewer moving parts, more uptime.

Non-CDL, 26K GVW Chassis Available

The new RegenX was built by Elgin but designed by you.

Product Description

Tier 4F emissions, John Deere 4045 turbocharged diesel engine, 8 cubic yard tilting hopper with 50-degree dump angle, right and left side brooms, sweeper powder-coated from powder coatings chart 2003/N with powder coated gray undercarriage.

Standard Features

- Chassis Painted Standard White
- Sweeper Parts Manual
- Sweeper Operators Manual
- John Deere Operators Manual
- John Deere Parts
- Broom measurement ruler
- 16' 8" Water fill hose
- Machine delivery packet
- Elgin safety manual
- Auto Shutdown, Aux. Engine: low oil pressure, high coolant temp, hydraulic oil level, fuel temp, intake manifold air temp, water-in-fuel, very high soot loading
- Backup Alarm, electric
- Brooms, hydraulic rotation
- Brooms, Dual
- Console, with rocker switches for all sweep functions
- Full gauge package including tachometer, engine hour meter, oil pressure indicator and coolant temperature.
- Engine speed control, side broom down pressure controls and automotive-style blade fuses.
- Standard indicators for full load, screen down, and hydraulic oil temp indicator lamps.
- Optional indicator lamps for hopper up, door open and/or hydraulic oil temp.
- Sweep resume/sweep transport/reverse pick-up
- Fuel Water Separator on Aux Engine
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls
- Hose, hydrant fill, 16' 8" (5080 mm) with coupling
- LED Clearance Lights
- Lights; rear clearance and rear identification
- 8" convex mirror
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 13" (324mm) inside diameter suction hose with quick disconnect on suction side
- Water system; one (1) rocker switch with HI / LOW setting, Spray nozzles: three (3) in the suction, nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Hydraulic Oil Cooler
- Vacuum enhancer, cable-controlled in cab, 5 settings available
- Water tank, molded polyethylene, 250 gallons
- Water pre-filter, hydrant fill hose

Standard Features Continued

- Functional control of the water system That dispenses water with the use of the sweeper function rocker switch. Water to pickup head on when water is turned on, water to side brooms on when brooms are deployed.
- Anti-Siphon 2-1/2" Air Gap
- Standard Electric Horns
- Sweeper Painted Standard White
- Red Logo
- 1-Year Parts and Labor Warranty

Additional Features

- LED Stop/Tail/Turn
- Right and Left-Hand Bostrom Air 905 Cloth Hi-Back
- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- **Lifeline Hopper System**
- Stainless Steel Screens
- Hydraulic Heavy Duty Wandering Hose
- Front Spray Bar
- In-Cab Hopper Dump
- Dual Sidebroom Scrubbing Position
- Extra 100 Gallon Water Tank
- High-Pressure Washdown
- Dual Sidebroom Lights-LED
- Auxiliary Hydraulic Pump
- Hydraulic Temperature Shutdown
- Sweeper Service Manual
- John Deere Service Manual
- Optional 5-Year Manufacturer Warranty
- 50' Retractable Hose Reel Supplied by Standard Equipment Service
- Chassis Make – Freightliner
- Chassis Model – M2

Trade-In Information

- Unit Year – 1994
- Unit Make – Elgin
- Unit Model – Pelican
- Unit Serial Number – P16580

Price Quote



Standard Equipment and Elgin Sweeper are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows for government agencies to control cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Sourcewell Delivered Cost
New Elgin RegenX Freightliner M2 Chassis	\$333,190.00

Sourcewell Contract # 093021-ELG

Terms and Conditions

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple-unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Manufacturer prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the final invoice. Comparable components may be substituted for those listed on any quote or specification. Any weights and dimensions are estimates and are provided for informational purposes only and are not guaranteed. Non factory approved Modifications may void the warranty in whole or in part. Due to the nature of specialty custom equipment, all sales are final. By acceptance of this quote by signature, letter of intent, or issuance of a purchase order the purchasing party understands that this agreement supersedes any conditions that the purchasing party may provide as terms of purchase.
5. This proposal incorporates, and is subject to, Elgin Manufacturing's standard terms and conditions attached hereto and made a part hereof.
6. The Village of Lemont has applied optional 5-Year warranty.
7. Price includes optional 5-Year warranty.
8. Price does not include state/local taxes.
9. Price includes title and plating fees.
10. Payment is due at the time of delivery.

Sourcewell Price:	\$333,190.00
Trade-In:	-\$7,500.00
Total Unit Price:	\$325,690.00

IN WITNESS WHEREOF, the parties hereto agree to enter into this purchase agreement.

The Village of Lemont

Standard Equipment Company

X

Signature

Name: _____

Date: _____

X

Signature

Name: Mike O'Connor

Date: 2/8/2023

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Replacement of the Ion Exchange Softening System Tanks at Well Number 3
DATE: February 13, 2023

SUMMARY/BACKGROUND

It has become necessary to replace the Ion Exchange Softening System Tanks at State Street Well Number 3. Staff has been making repairs to the tanks as necessary, but are now in need of replacement. Staff contacted the vendor that did the installation of the original tank, who are able to do the replacement to match the existing equipment with no additional modifications needed. Gasvoda & Associates Inc. and Kurita America Inc. (Tonka Water) will complete this work for a total of \$545,000.00. \$272,000.00 to Gasvoda & Associates for the installation, and \$272,300 to Kurita America Inc. for the equipment. The down payment of \$40,845 to Kurita America Inc. will be processed in Fiscal Year 2023 to get the project started, with work to be completed in FY2024 as there is an approximate 30-week lead time to order materials and build the equipment.

ANALYSIS***Consistency with Village Policy*****STAFF RECOMMENDATION**

Pass Resolution Authorizing the Replacement of the Ion Exchange Softening System Tanks at Well Number 3.

BOARD ACTION REQUESTED

Pass Resolution Authorizing the Replacement of the Ion Exchange Softening System Tanks at Well Number 3.

ATTACHMENTS

[A Resolution Authorizing the Replacement of the Ion Exchange Softening System Tanks at Well Number 3.pdf](#)

VILLAGE OF LEMONT

**RESOLUTION
NUMBER R-__-23**

**A RESOLUTION AUTHORIZING THE REPLACEMENT OF THE ION EXCHANGE
SOFTENING SYSTEM TANKS AT WELL NUMBER 3**

**JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk**

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

RESOLUTION NO. R-_____ -23

**A RESOLUTION AUTHORIZING THE REPLACEMENT OF THE ION EXCHANGE
SOFTENING SYSTEM TANKS AT WELL NUMBER 3**

WHEREAS, it has become necessary for the Village of Lemont to replace the Ion Exchange Softening System Tanks at Well Number 3; and

WHEREAS, Kurita America Inc. (Tonka Water) is the manufacturer of the direct replacement Ion Exchange softening system tanks; and

WHEREAS, Gasvoda & Associates Inc. is the local authorized vendor for Kurita America Inc. to install their equipment; and

WHEREAS, the Village has an existing and satisfactory relationship with Gasvoda & Associates Inc. and Kurita America Inc.; and

WHEREAS, the Village has received a proposal from Gasvoda & Associates Inc. hereto attached as Exhibit A for an amount not to exceed \$272,700.00; and

WHEREAS, the Village has received a proposal from Kurita America Inc. hereto attached as Exhibit B for an amount not to exceed \$272,300.00; and

WHEREAS, Kurita America Inc. requires a \$40,845.00 deposit to begin the process which will be recorded in Fiscal Year 2023. The balance of the project will be completed and recorded in Fiscal Year 2024; 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 accept the proposals from Kurita America Inc. and Gasvoda & Associates Inc. for the replacement of the Ion Exchange System Tanks at Well Number 3 in a combined amount not to exceed \$545,000.00 in accordance with the specifications contained in proposals attached hereto as Exhibit A and Exhibit B.

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 President, Village Administrator, or their Designee are authorized to negotiate and enter into an agreement for the replacement of the Ion Exchange Softening System Tanks at Well Number 3 to the terms and specifications set forth in Exhibits A and B, at a total price not to exceed \$545,000.00 and to execute any other documents and take any other steps necessary to carry out this resolution.

SECTION 3:

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 _____ 2023.

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

Gasvoda & Associates Inc. Proposal



GASVODA & ASSOCIATES, INC.
 An Employee Owned Company
 "Helping people use water efficiently"

PROPOSAL

TO: Village of Lemont
 16680 New Ave.
 Lemont, IL 60439

DATE: February 2, 2023

PROJECT: Tonka Vessel Replacement at the State St.
 Pump House – REV 2

ATTN: Gerald Turrise
 Email: gturrise@lemont.il.us

Phone # :
 Fax # :

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following equipment for your consideration on the above named project.

- | <u>Qty</u> | <u>Description</u> |
|------------|---|
| 1 | <p>Tonka Water RidION™ Ion Exchange System for Hardness Removal to include:
 Number of Vessels: 4 / Dimensions: 6'-0" diameter / Working Pressure: 100 psi / Test Pressure: 130 psi /
 Resin - Depth: 36 Inches / Gravel - Depth: 13 inches</p> <ul style="list-style-type: none"> • Each vertical pressure vessel is to be constructed of carbon steel, ASME code stamped, and will include: <ul style="list-style-type: none"> • Schedule 80 PVC header-lateral inlet distributor with upturned elbows • Schedule 80 PVC header-lateral brine distribution grid • Cation exchange resin -- NSF approved • Graded support gravels • Schedule 80 PVC header-lateral underdrain with Tonka Water non-metallic gravel retaining nozzles (concrete subfill required by installing contractor) • Full interior finish painting; exterior blasted and primed at factory (finish painting by others on site) • Additional components and services are included as follows: <ul style="list-style-type: none"> • Air vents • Drain valves • Freight • One trip, one day onsite for media installation supervision/instruction by Tonka <p>See attached Tonka Quote #23142</p> |
| 1 | <p>Removal and Replacement of Four (4) existing Tonka Filters at State St. Filter Building (1 Location) to include:</p> <ul style="list-style-type: none"> • Disconnect and remove existing face piping and valves and set aside for reinstallation (Two tanks will be removed and replaced at a time) • Remove approximately 4 cy of filter media from each tank.
 (NOTE: DISPOSAL BY THE VILLAGE. WE CAN EMPTY INTO DUMPSTER OR PLACE IN AREA DESIGNATED BY THE VILLAGE) • Remove from building and dispose of existing steel tanks • Offload and install new tanks in building in same location as existing • Install new filter media provided by Gasvoda |

- Reinstall face piping and valves and provide new bolts and gaskets at connection points
- Provide personnel to be present during startup

1 Paint filter tanks - 4 tanks

- Paint 4 filter tanks with epoxy coating - 2 - 5 mil thickness

1 Piping Modifications - 4 tanks

- Make modifications to existing piping to connect existing header to new tanks.

Total Investment including freight will be: \$ 545,000.00

Clarifications:

- Existing piping and valves to be reinstalled
- No taxes, licenses, bonds, fees, or permits included
- Shut down of existing valves to be verified by village before starting work
- Not responsible for operation of existing control panel
- No control panel work included

Submittals: Submittal data for review and approval is estimated at 6 – 8 weeks.

Delivery: Estimated at 26 – 30 weeks after submittal approval

Startup: Included per the attached Quote

Freight: Included to job site for unloading storage and care by contractor

Taxes: ***Not Included*** Any applicable to be added

Terms: In strict accordance of the terms and conditions noted herein

Pricing: Firm for acceptance within 30 Days from date of proposal

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

TERMS: 100% 30 days NET.
FREIGHT: F.O.B. factory, allowed to jobsite. Prepay and add to invoice
START-UP: See Above day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
TAXES: ALL applicable taxes must be added.
SUBMITTAL DATA: See Above weeks after receipt of order
DELIVERY: See Above weeks after approval and authorization to proceed.
DURATION: This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED:

(Authorized signature)

BY: E.J. Bukowski/Matt Jurjovec

Title: _____

E.J. Bukowski – Sales Engineer

ejbukowski@gasvoda.com

Date: _____

Matt Jurjovec – Sales Engineer

mjurjovec@gasvoda.com

1530 Huntington Drive / Calumet City, Illinois 60409 / Tel. 708-891-4400 / Fax: 708-891-5786

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required “Ship To” information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: _____

SHIP TO: _____

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE**TERMS**

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
 - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
 - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
 - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. **General**

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. **Warranty**

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. **Liability of Seller**

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. **Claim Period**

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. **Cancellation**

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. **Taxes**

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. **Storage**

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. **Drawings, Illustrations and Manuals**

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. **Insurance**

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. **Start Up**

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

Exhibit B

Kurita America Inc. Proposal (Tonka Water)



Quotation #23142

**Lemont, IL
IEX Replacement**

Tonka Water, a Kurita brand, is the basis of design for this project.

Addressee: City of Lemont
Engineer N/A
Quotation #: 23142
Quotation Date: 1/30/23
Bid Date: N/A

We are represented on this project by:

EJ Bukowski
Cell: (708) 701-1274
ejbukowski@gasvoda.com
Matt Jurjovec, PE
Cell: (708) 257-2213
MJurjovec@gasvoda.com

Tonka Water Contact:

Alan Schneider
6600 94th Ave North
Minneapolis, MN 55445 USA
Main: 866.663.7633
Cell: 612.708.6517
a.schneider@kurita-water.com

Attachments:
None

Tonka Water Ridlon™ Ion Exchange Softening System
Reference: Existing Softener Design – Tonka Water Project #11051

IEX System Design Parameters

IEX Vessel Flow Rate:	133 gpm per vessel
Softener Load Rate:	4.7 gpm/ft ²
Number of Vessels:	4
Dimensions:	6'-0" diameter x 10'-2" approx. overall height w/AR valve
Working Pressure:	100 psi
Test Pressure:	130 psi
Approx. Shipping Weight Per Vessel:	5,000 lbs
Resin - Depth:	36 inches
Resin - Approx. Total Bags Per Project:	340 bags
Gravel - Depth:	13 inches
Gravel - Approx. Total Bags Per Project:	120 bags

Four (4) Tonka Water Ridlon™ IEX Softening Vessel constructed of carbon steel and designed in accordance with ASME and bearing the ASME stamp.

The vessel to include the following internal components:

- Tonka Water standard PVC header-lateral over drain distribution / backwash water collection assembly, factory installed.
- Tonka Water standard PVC header-lateral brine distributor assembly. To be assembled in vessel after placement of resin by others – PVC construction with 3" headers and ¾" laterals. Attachment hardware included.
- Underdrain system consisting of a factory installed PVC header-lateral underdrain system structurally supported and equipped with Tonka Water gravel-retaining underdrain nozzles located on 12" centers. [NOTE: Underdrain openings are to be equipped with threaded caps installed at the factory until concrete grout is to be installed into the filter by others. Installer is responsible for removal of the caps and installing the Tonka Water underdrain nozzles after the concrete subfill has been poured and cured. Approximate concrete subfill required: 4 cubic yards total; 1 cubic yard per vessel.]

External components, per vessel:

- One (1) elliptical manway: 14" x 18" on top head
- Two (2) sample taps (influent and effluent nozzles)
- Structural support legs
- Lifting lugs, as required
- Nozzles:
 - One (1) 4" raw water influent/backwash effluent nozzle, flanged

- One (1) 4" treated water effluent/regeneration waste effluent nozzle, flanged (bottom of tank)
- One (1) 2" brine/slow rinse inlet nozzle, flanged
- One (1) 2" air release, threaded coupling
- Two (2) ½" sample tap connections (influent and effluent nozzles), threaded connection

Miscellaneous

- Four (4) 1" air release valves w/vacuum check (Val-Matic Model 22.9VC) with 1" isolation gate valves. Valves ship loose for installation by others.
- Four (4) 2" drain valve (Smith-Cooper ball valve), thread connection on effluent piping by others. Drain piping not included. Valves ship loose for installation by others.
- Eight (8) sample taps (influent and effluent nozzles on each vessel). Sample taps ship loose for installation by others.

Support gravels and IEX media

- Graded support gravels in the specified gradations included to provide a vertical bed depth of 13". Graded support gravel shipped in 100 pound, one cubic foot bags for installation by others. Approximate total bags: 120 (ft³)
- Strong acid cation (softening) exchange resin (Purolite C-100E) to provide a 36" vertical depth. Resin to be shipped in one cubic foot bags for installation by others. Approximate total bags: 340 (ft³)

[**Note:** All filter media and support gravels will be shipped on pallets with approximately 2,000 lbs. per pallet.]

Facepiping NOT included.

IEX function valves NOT included.

IEX controls and instrumentation NOT included.

Paint

- Interior – Shop sandblasted per SSPC-SP10 and coated as follows:
 - Stripe coating: hand-apply one coat Tnemec Series 21-WH16 off white to all welds and hard to reach areas using high quality natural or synthetic bristle brush, to a dry film thickness of 3-5 mils.
 - Finish coating: Tnemec Series 21-WH16 off white to a dry mil thickness of 8-12 mils for a total dry film thickness of 8-12 mils.
- Exterior – Shop sandblasted per SSPC-SP6 and coated as follows:

- Stripe coating: Hand-apply one coat Tnemec Series 21-WH16 off white to all welds and hard to reach areas using high quality natural or synthetic bristle brush, to a dry film thickness of 3-5 mils.
- Prime coating: Tnemec Series 21-WH16 off white primer to a dry mil thickness of 4-6 mils before any rust can form.
- Finish coating: NOT included. Provided and applied by contractor after filter is installed.

Field service consisting of 2 trips, 3 days total for installation inspection and media installation supervision. If additional supervision is required, it will be offered at the rate of \$1,200 per day plus travel and per diem expenses.

Submittal drawings and data for engineer's approval prior to fabrication of equipment.

Installation, operation and maintenance manuals, as required.

Price Summary

Item	Price
Tonka Water Ridlon™ Ion Exchange System	\$272,300.00

Please note that due to the current volatility of steel pricing, this price is valid for 30 days, at which time we will provide updated pricing, as requested.

Kurita America bases this proposal on the invoice schedule as shown below:

- 15% Upon Submittal of Approved Drawings
- 35% Upon Receipt of Major Material for Fabrication
- 40% Upon READINESS to SHIP
- 10% Upon completion of Start-up and Commissioning or 120 days from delivery, whichever occurs earlier

Delivery:

1. Submittal drawings will be supplied in approximately 6-8 weeks after receipt of a fully signed and executed purchase order.
2. Shipment of equipment will be made in approximately 24-30 weeks after receipt of approved drawings.

Please note that these timelines are approximate. Actual lead times will be dependent on material lead times and fabrication shop capacity at time of order.

**The attached CONDITIONS OF SALE AND WARRANTIES that are incorporated herein.
For your convenience, this sheet may be used as your order for this equipment.**

Items Ordered	_____
P.O. Number	_____
Total Net Price	_____
Firm Name and Address	_____
By (Print)	_____
Signature	_____
Date	_____

KURITA AMERICA INC.
<p>Purchase orders should be addressed to: Kurita America Inc. 6600 94th Ave North Minneapolis, MN 55445</p>

We do not include the following:

1. Mechanical or electrical installation.
2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
3. On-site storage or protection of equipment.
4. Pipe, valves or fittings other than those specifically described herein.
5. Pipe supports or hangers.
6. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
7. Electrical wiring or conduit.
8. Chemical feed tubing, conduit piping, hangers or supports.
9. Pumps or pumping equipment other than those specifically described herein.
10. Concrete, concrete grout or rebar.
11. Disinfection or disinfection / start-up chemicals.
12. Lubricants.
13. Pneumatic tubing or conduit.
14. Control panel wall mounting material or hardware.
15. Anchor bolts or anchoring calculations, unless specifically described herein.
16. Any items not specifically described in this proposal.
17. Seismic design considerations of equipment unless otherwise noted.

Notes:

1. Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.
2. Our proposal does not include any sales or use taxes.
3. If the above proposal includes valves, piping, etc., these are to be shipped loose for assembly and installation by others unless specifically noted to the contrary.
4. The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America, and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 (“General”), Section 3 (“Quotations”) and Section 17 (“Confidential Information”) of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein.
5. Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.
6. Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.
7. Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.
8. This proposal meets the requirements of the American Iron and Steel (AIS) Act, if specified.

Conditions of Sale and Warranties

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"):

- (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods;
- (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions;
- (c) maintain all related systems and Goods in good operating condition and repair; and
- (d) maintain and handle goods in a proper and safe manner.

If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the

agreed place of delivery for all purposes under this agreement.

6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions and Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.

12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller

may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the

software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section.

15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation

charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

19. COVID-19 Delays

If as a result of COVID-19 (a "COVID-19 Event"), [Supplier's/Seller's] work is delayed, disrupted, suspended or otherwise impacted, including by (1) disruptions to material and/or equipment supply; (2) illness of [Supplier/Seller] or its subsupplier workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other guidelines, mandates, restrictions, and/or directives; (4) Owner or Purchaser restrictions and/or directives arising from COVID-19; and/or (5) fulfillment of [Supplier's/Seller's] contractual obligations under this [Agreement/Purchase Order] or legal health and safety obligations associated with COVID-19, then [Supplier/Seller] shall be entitled to an equitable adjustment to the schedule and duration to account for such disruptions, suspensions, and impacts on the [Work].