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
January 24, 2022 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439
AGENDA

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

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

- III.A Approval of Minutes
- III.B Approval of Disbursements
- III.C An Ordinance Approving and Accepting a Plat of Easement
- III.D Resolution Authorizing Intergovernmental Agreement for Common Defense of Tax Objection Cases
- III.E A Resolution Amending Resolution R-17-21 Approving Professional Services and Retainer Agreements with All Together, LLC

IV. Mayor's Report

- IV.A Oath of Office for Joel Donovan, Nicholas Rankovich and James Solorio.
- IV.B Proclamation 100th Birthday Recognition for Emily Christian

V. Clerk's Report

V.A AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022 PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS"

V.B An Ordinance Approving a Development Agreement with Teton Development, LLC (Copper Ridge Residential Development)

V.C An Ordinance Amending the Zoning Map of the Village of Lemont from R-5A Single-Family Detached and Attached Residential District to R-6 Multi-Family Residential District for 9.022-acres Located at 100 W. New Avenue and 40 Timberline Drive in Lemont, IL (Copper Ridge)

V.D An Ordinance Granting Final Planned Unit Development Approval for a 19-Unit Detached Single-Family, 12-Unit Duplex Attached Single-Family and 48-Unit Triplex Attached Single-Family Residential Subdivision on 39-Acres Located at 100 W. New Avenue And 40 Timberline Drive in Lemont, IL (Copper Ridge)

V.E An Ordinance Approving a Donation Agreement with Teton Development, LLC (Copper Ridge Residential Development)

V.F A Resolution Authorizing the Purchase of Rotary 2 Post Vehicle Lift through Sourcewell Purchasing Cooperative

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 use "Raise Your Hand" feature in Zoom to speak and the host will unmute you when it is your turn to speak.
2. Mention your first and last name clearly for meeting minutes purposes.
3. Each person gets maximum 3 minutes to speak.

XIII. Executive Session Discussion Under Chapter 5 ILCS

- *5 ILCS 120/2(c)(5): Real Estate: Purchase or Lease*
- *5 ILCS 120/2(c)(6): Real Estate: Setting Price for Real Estate*
- *5 ILCS 120/2(c)(11): Litigation: Pending*

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: January 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Staff recommends approval.

BOARD ACTION REQUESTED
Motion and Approval requested.

ATTACHMENTS
VB 1-10-22 minutes.pdf

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
January 10, 2022 – 6:30 PM
The regular meeting of the Lemont Village Board was held on
January 10, 2022 – 6:30 PM
with Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call - Ronald Stapleton, Janelle Kittridge, Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, and Mayor John Egofske; present.

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

VB 12-13-21 minutes.pdf

COW 12-20-21 agenda.pdf

III.B) Approval of Disbursements

Cover Page

1.10.21 disbursement.pdf

Motion by Rick Sniegowski, seconded by Kevin Shaughnessy, to approve the items on the consent agenda.

Roll call: Ronald Stapleton, Janelle Kittridge, Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski. Motion passed.

IV) **Mayor's Report**

IV.A Public Hearing pursuant to the requirements of Sections 10 and 20 of the Bond Issuance Notification Act of the State of Illinois, as amended on the plans to issue

General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2022 in the amount not to exceed $7,200,000

Cover Page

AFFIDAVIT OF PUBLICATION.pdf

Motion by Janelle Kittridge, seconded by Dave Maher to open the Public Hearing.

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

Bob Vail stated that this is a public hearing and all has been noted. This is the second step and next will be an ordinance that will be presented to the board seeking approval on January 24. We then will sell the bond shortly thereafter seeking the lowest interest rate. 2.2% was the last rate reviewed in 2021 and currently it is at 2.35%. These are tax exempt which is beneficial for the bond rate. The final rate we hope to reveal at the next board meeting scheduled for January 24.

Motion by Rick Sniegowski, seconded by Dave Maher to close the Public Hearing at 6:39 p.m.

Roll call: Ronald Stapleton, Janelle Kittridge, Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski. Motion passed.

IV.B The year started off with a new Covid mandate from the Cook County Public Health Department. Attorney Mike Stillman reported Cook County followed the lead of Chicago and is following the Covid mandate from the Public Health Department. This is a county unfunded mandate and we do not have the ability to reinforce it as a Village. The mayor confirmed we do not have more than 25,000 residents so we are a non-home-ruled community. This is frustrating and confusing for all citizens and we are following the recommendations made by the county Health Department.

If a business does not follow this mandate, the county would be the enforcer and take away a license. At this time, there has not been any enforcing in the Village of Lemont from the county. If there are any issues with a local business, the county would have to be notified.

Trustee Sniegowski noted that some towns that are home-ruled have announced they are not following the mandate.

We will hold our first Lemont Downtown Ice Fest on Saturday, January 22. Our initial Live Ice Sculpture event has expanded this time around, and will include 14 unique ice

carvings sponsored by businesses and the Village that will be displayed around the downtown. The live ice carving demonstration will begin at 5:00 p.m. on the outside area near Next Mex. The Creamery will be serving up free hot chocolate and cookies while the last. Weather permitting, the Lemont Tractor Club will be giving hayrides. Be sure to check out our community calendar at www.lemont.il.us, for this and many events going on in town.

Also, be sure to sign up for our weekly e-newsletter through Stay Informed. The signup link is located on our website's home page.

V) Clerk's Report

VI) Village Attorney Report

VII) Village Administrator Report

Charleen Smollen took a fall on the ice and we all wish her a speedy recovering.

The newsletter is out and on our website reported George Schaffer. It will be coming to your home in the mail. We are looking for input on the downtown civic and park space and hope the residents will participate in the survey.

The water supply project is ongoing and we are looking at different options. There will be a COW meeting next Tuesday which will reveal more information and a final report in February.

VIII) Board Reports

Trustee Shaughnessy wants to offer condolences to the families of, Bradley Police Sgt. Marlene Rittmanic, Deputy Sean Riley from the Wayne County Sheriff's Department and critically injured officer Tyler Bailey. These three officers were handling routine calls risking their lives and is a tragic example of what can happen. The entire board appreciates the update and offers their condolences.

IX) Staff Reports

Police Chief Maton reminds the public that after two inches of snow we have odd and even parking on our streets. Please be aware of this and check our web site for when the restriction goes in to place.

X) Unfinished Business

XI) New Business

XII) Audience Participation

XIII) Executive Session Discussion Under Chapter 5 ILCS

5 ILCS 120/2(c)11: Pending Litigation

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

Roll call: Ronald Stapleton, Janelle Kittridge, Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski. Motion passed.

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

There being no further business, a motion was made by Ken McClafferty seconded by Ronald Stapleton, to adjourn the meeting at 7:30 p.m.

Roll call: Ronald Stapleton, Janelle Kittridge, Dave Maher, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski. Motion passed.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Chris Smith, Finance
THROUGH:
SUBJECT: Approval of Disbursements
DATE: January 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Staff recommends approval.

BOARD ACTION REQUESTED
Motion and approval requested.

ATTACHMENTS
1-24-22 disbursements.pdf

Payment Register

From Payment Date: 1/11/2022 - To Payment Date: 1/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
22946	01/24/2022	Open			Accounts Payable	AT&T MOBILITY	$556.26		
	Invoice		Date	Description			Amount		
	VIO122021		01/04/2022	plate readers 12/5-1/4			$556.26		
22947	01/24/2022	Open			Accounts Payable	B & W TRUCK REPAIR INC.	$2,250.20		
	Invoice		Date	Description			Amount		
	61296		12/30/2021	repair 1137			$2,250.20		
22948	01/24/2022	Open			Accounts Payable	CINTAS CORPORATION	$54.27		
	Invoice		Date	Description			Amount		
	5091092495		01/11/2022	0010696710 - First Aid cabinet service - V.H.			$54.27		
22949	01/24/2022	Open			Accounts Payable	COMED	$1,363.44		
	Invoice		Date	Description			Amount		
	22-01-3016		01/05/2022	9338003016 - street lights - houston 1N schultz			$21.69		
	22-01-7033		01/04/2022	2213017033 - Main St lift station - bell rd, main st			$151.70		
	22-01-2063		01/04/2022	1443022063 - street lights - KA Steel path			$23.46		
	22-01-0155		01/05/2022	1515080155 - street lights - 451 Talcott			$14.24		
	22-01-3015		01/04/2022	0432203015 - street lights - 44 Stephen St			$126.86		
	22-01-4009		01/05/2022	0348764009 - street lights - 47 Stevens St			$55.79		
	21-12-0007		12/27/2021	1173160007 - street lights - talcott, e of stephen			$322.02		
	21-12-4052		12/27/2021	2163104052 - street lights - stephen st 1 S river			$106.61		
	22-01-9011		01/03/2022	6534089011 - street lights - 411 Singer Ave Rear			$308.70		
	21-12-8029		12/29/2021	0615008029 - EDBOSSERT DR METR 0 E STATE ST			$38.76		
	21-12-2285		12/27/2021	1389012285 - 0 W State St, 1N Canal*Festival Lemont			$25.92		
	22-01-1019		01/03/2022	0515251019 - 322 Main St Lemont			$92.63		
	21-12-8014		12/27/2021	3909078014 - street lights - illinois, e of stephen			$49.08		
	22-01-4054		01/11/2022	4161134054 - street lights - 0 12701 TRE, 171 LEMONT			$25.98		
22950	01/24/2022	Open			Accounts Payable	COOK COUNTY TREASURER	$859.50		
	Invoice		Date	Description			Amount		
	2021-4		01/03/2022	21GM traffic signal maintenance			$859.50		
22951	01/24/2022	Open			Accounts Payable	DENZIN SOLTANZADEH LLC	$936.00		
	Invoice		Date	Description			Amount		
	22-01-06 BD		01/06/2022	MWRD LEASED LAND			$936.00		
22952	01/24/2022	Open			Accounts Payable	ECOLOGY + VISION LLC	$1,775.00		
	Invoice		Date	Description			Amount		
	26432		12/31/2021	KETTERING REVIEWS			$1,775.00		
22953	01/24/2022	Open			Accounts Payable	ENVISIO SOLUTIONS INC	$1,500.00		
	Invoice		Date	Description			Amount		
	131213		12/15/2021	TRAINING			$1,500.00		
22954	01/24/2022	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	$1,560.00		
	Invoice		Date	Description			Amount		
	2021-0842		01/06/2022	I.T. Support			$840.00		
	2021-0846		01/11/2022	I.T. Support			$720.00		

Payment Register

From Payment Date: 1/11/2022 - To Payment Date: 1/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
22955	01/24/2022	Open			Accounts Payable	HELBLING, JIM	$1,200.00		

Invoice	Date	Description	Amount
22-01-14 JH	01/14/2022	Lemont Tractor Club hayrides 12/11, 18, 23/21	$1,200.00

22956	01/24/2022	Open			Accounts Payable	ILLINOIS PUBLIC SAFETY AGENCY NETWORK	$132.00		

Invoice	Date	Description	Amount
0046641	12/01/2021	IPSAN	$132.00

22957	01/24/2022	Open			Accounts Payable	ILLINOIS TOLLWAY	$25.20		

Invoice	Date	Description	Amount
G121000005473	01/14/2022	2001007433 Tolls - 10/01/21-12/31/21	$25.20

22958	01/24/2022	Open			Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS	$1,290.00		

Invoice	Date	Description	Amount
36861304	01/08/2022	alarm monitoring	$161.25
36861306	01/08/2022	alarm monitoring	$161.25
36861298	01/08/2022	alarm monitoring	$161.25
36861300	01/08/2022	alarm monitoring	$161.25
36861305	01/08/2022	alarm monitoring	$161.25
36861303	01/08/2022	alarm monitoring	$161.25
36861302	01/08/2022	alarm monitoring	$161.25
36861301	01/08/2022	alarm monitoring	$161.25

22959	01/24/2022	Open			Accounts Payable	LEMONT EXPRESS CAR WASH, LLC	$470.00		

Invoice	Date	Description	Amount
206	12/31/2021	Oct-Dec 21 vehicle washes-LEMA	$15.00
207	01/03/2022	Oct-Dec 21 vehicle washes-P.D.	$455.00

22960	01/24/2022	Open			Accounts Payable	LOOP CLERKING SERVICE INC	$427.12		

Invoice	Date	Description	Amount
77107	01/04/2022	Recording Fees	$427.12

22961	01/24/2022	Open			Accounts Payable	MENARDS	$1,191.48		

Invoice	Date	Description	Amount
99977	12/21/2021	supplies/bldg maint	$645.53
99985	12/21/2021	bldg maint	$396.00
37	12/22/2021	lights	$89.97
5	12/21/2021	lights	$59.98

22962	01/24/2022	Open			Accounts Payable	METROPOLITAN FIRE PROTECTION	$970.00		

Invoice	Date	Description	Amount
51311	01/13/2022	5 year inspection	$970.00

22963	01/24/2022	Open			Accounts Payable	OPENGOV INC	$76,572.00		

Invoice	Date	Description	Amount
INV00006228	01/03/2022	Yearly Fee & Implementation	$76,572.00

22964	01/24/2022	Open			Accounts Payable	OTIS ELEVATOR CO	$1,820.00		

Invoice	Date	Description	Amount
CYS19784001	12/06/2021	elevator test witness fee	$1,820.00

Payment Register

From Payment Date: 1/11/2022 - To Payment Date: 1/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
22965	01/24/2022	Open			Accounts Payable	POLICE CHIEF'S ASSOCIATION OF WILL COUNTY	$50.00		
	Invoice		Date	Description			Amount		
	22-01-01 WC		01/01/2022	Membership Renewal			$50.00		
22966	01/24/2022	Open			Accounts Payable	QUARRY PUB AND GRILL	$5,000.00		
	Invoice		Date	Description			Amount		
	22-01-11 QPG		01/11/2022	Lemont CARES Grant Award			$5,000.00		
22967	01/24/2022	Open			Accounts Payable	RAGAN COMMUNICATIONS INC	$155.39		
	Invoice		Date	Description			Amount		
	26636		12/28/2021	Battery & Clip			$155.39		
22968	01/24/2022	Open			Accounts Payable	SHAW MEDIA	$399.00		
	Invoice		Date	Description			Amount		
	122110074589		12/31/2021	Ad Lighting Up Lemont			$399.00		
22969	01/24/2022	Open			Accounts Payable	SOSIN, ARNOLD & SCHOENBECK LTD	$500.00		
	Invoice		Date	Description			Amount		
	121315		12/31/2021	Dec 21 Adjudication			$500.00		
22970	01/24/2022	Open			Accounts Payable	SOUTH SUBURBAN ASSOCIATION OF CHIEFS OF POLICE	$175.00		
	Invoice		Date	Description			Amount		
	2022 SSA		01/01/2022	Dues Renewal - Maton, Mezyk, Dykshorn			$175.00		
22971	01/24/2022	Open			Accounts Payable	UNDERGROUND PIPE & VALVE CO INC	$520.00		
	Invoice		Date	Description			Amount		
	052892-01		01/13/2022	repair supplies/ return tool			$520.00		
22972	01/24/2022	Open			Accounts Payable	UNIFIRST CORPORATION	$62.50		
	Invoice		Date	Description			Amount		
	062 0484726		01/10/2022	1658751 - Village Hall carpet mats			$62.50		
22973	01/24/2022	Open			Accounts Payable	VULCAN MATERIALS	$2,359.30		
	Invoice		Date	Description			Amount		
	32839241		01/11/2022	gravel - Archer Derby tower site			$2,359.30		
22974	01/24/2022	Open			Accounts Payable	WCS PHOTOGRAPHY	$197.00		
	Invoice		Date	Description			Amount		
	LPD2021		01/11/2022	2021 Photos			$197.00		
22975	01/24/2022	Open			Accounts Payable	WESTERN REMAC, INC.	$310.00		
	Invoice		Date	Description			Amount		
	61612		01/06/2022	metra parking signs			$310.00		
22976	01/24/2022	Open			Accounts Payable	S. CHALRETON LLC	$549.76		
	Invoice		Date	Description			Amount		
	2021-10		01/12/2022	Refund Remaining Escrow - 320 Kromray Garage Variation			$549.76		
22977	01/24/2022	Open			Accounts Payable	K-FIVE HODGKINS LLC	$1,796.55		
	Invoice		Date	Description			Amount		
	37089		01/04/2022	22GM cold patch			$1,796.55		
Type Check Totals:					32 Transactions		$107,026.97		

Payment Register

From Payment Date: 1/11/2022 - To Payment Date: 1/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
1511	01/12/2022	Open			Accounts Payable	VILLAGE OF LEMONT POLICE PENSION	$2,185.00		
	Invoice		Date	Description			Amount		
	57891		01/11/2022	Reimbursement for FY21 Police Pension Actuarial Report			$2,185.00		
1512	01/24/2022	Open			Accounts Payable	ALL TOGETHER LLC	$2,567.38		
	Invoice		Date	Description			Amount		
	21109		01/03/2022	Dec 21 Services			$2,567.38		
1513	01/24/2022	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$8,392.66		
	Invoice		Date	Description			Amount		
	573630		12/27/2021	1500 gallons regluar			$4,259.70		
	029443		12/31/2021	1300 gallons diesel			$4,132.96		
1514	01/24/2022	Open			Accounts Payable	CAR REFLECTIONS	$1,075.00		
	Invoice		Date	Description			Amount		
	22-3		01/06/2022	Striping #1384			$200.00		
	22-2		01/06/2022	Striping #1384			$875.00		
1515	01/24/2022	Open			Accounts Payable	CLEANING SPECIALISTS INC	$285.00		
	Invoice		Date	Description			Amount		
	6416		01/13/2022	REMOVAL AND TRANSPORT			$285.00		
1516	01/24/2022	Open			Accounts Payable	EJ USA, INC	$262.50		
	Invoice		Date	Description			Amount		
	110220000891		01/05/2022	tools			$262.50		
1517	01/24/2022	Open			Accounts Payable	ENCAP INC	$377.50		
	Invoice		Date	Description			Amount		
	7859		12/31/2021	PZC FOR COPPER RIDGE			$267.50		
	7862		12/31/2021	Gleneagles #21-1209A			$110.00		
1518	01/24/2022	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	$227,907.00		
	Invoice		Date	Description			Amount		
	202236		01/11/2022	Annual Contribution			$227,907.00		
1519	01/24/2022	Open			Accounts Payable	LAYNE CHRISTENSEN COMPANY	$12,250.00		
	Invoice		Date	Description			Amount		
	2155014		12/21/2021	Well 6 emergency repairs			$12,250.00		
1520	01/24/2022	Open			Accounts Payable	LYONS ELECTRIC CO	$560.00		
	Invoice		Date	Description			Amount		
	13687		01/06/2022	22GM traffic signal maintenance			$560.00		
1521	01/24/2022	Open			Accounts Payable	MAILHIOT, THOMAS	$800.00		
	Invoice		Date	Description			Amount		
	13		12/29/2021	11/17/21-12/20/21 Inspections			$800.00		
1522	01/24/2022	Open			Accounts Payable	NOVOTNY ENGINEERING	$26,198.38		
	Invoice		Date	Description			Amount		
	21450-2		12/23/2021	NPDES permit renewal			$608.50		
	21081-5(FED)		12/17/2021	McCartrhy Rd bicycle lane phase 3			$7,814.88		
	21053-3		12/23/2021	2021 sanitary sewer lining			$385.00		
	20354-7		12/23/2021	Stephen St water main replacement DCEO			$120.00		

Payment Register

From Payment Date: 1/11/2022 - To Payment Date: 1/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	20348-7		12/23/2021	2021 water main - Singer Ave			$2,685.00			
	20287-2		12/23/2021	CMAP pavement condition study			$400.00			
	19397-16		12/23/2021	Main St water main extension USACOE			$3,046.50			
	18433-7		12/23/2021	Equestrian Meadows phase 2			$115.00			
	12387-56		12/23/2021	Kettering phase 2			$400.00			
	17421-20		12/23/2021	Rolling Meadows unit 4			$240.00			
	18025-24		12/23/2021	Willow Pointe duplexes			$1,280.00			
	02115-106		12/23/2021	NPDES phase 2 CSO flow monitoring			$160.00			
	19188-10		12/23/2021	Rolliing Meadows unit 3A			$80.00			
	20122-13		12/23/2021	Camden subdivision			$1,750.00			
	16344-28		12/23/2021	Marble Landing PUD			$2,429.50			
	18435-20		12/23/2021	Notting Hill subdivision			$400.00			
	21495-1		12/23/2021	Long Run Condos-Southeast Corner of State & Archer			$108.50			
	21494-1		12/23/2021	Ruffled Feathers Hole 11 Retaining Wall Repairs Army Corps Per			$84.50			
	21197-4		12/23/2021	Gleneagles PUD (by Pulte Homes)			$1,000.50			
	21173-3		12/23/2021	Copper Ridge PUD (formerly Timber Run)			$591.50			
	21152-5		12/23/2021	Mary Ellen Woods Subdivision			$253.50			
	20406-8		12/23/2021	Villas of Equestrian Meadows (Northwest Corner, Bell & McCarthy)			$587.00			
	20256-7		12/23/2021	Reilly's Meadow PUD			$84.50			
	20138-10		12/23/2021	623 Fourth Street (Buch Residences)			$160.00			
	18302-12		12/23/2021	Covington Knolls-Phase 8			$1,014.00			
	02123-12		12/23/2021	Covington Knolls Single Family 7			$400.00			
1523	01/24/2022	Open			Accounts Payable	OFFICE 8		$227.94		
	Invoice		Date	Description			Amount			
	2079210		01/11/2022	Office Supplies, Copy Paper			$227.94			
1524	01/24/2022	Open			Accounts Payable	PROVEN BUSINESS SYSTEMS, LLC		$711.61		
	Invoice		Date	Description			Amount			
	867354		01/04/2022	3250-08 - 10/08/21 to 01/07/22 - V.H. Copier			$711.61			
1525	01/24/2022	Open			Accounts Payable	QUENCH USA INC		$221.96		
	Invoice		Date	Description			Amount			
	301176199		01/12/2022	146998 - coffee service supplies			$221.96			
1526	01/24/2022	Open			Accounts Payable	RAG'S ELECTRIC		$1,000.00		
	Invoice		Date	Description			Amount			
	4827-2112		01/03/2022	21GM traffic light maintenance			$1,000.00			
1527	01/24/2022	Open			Accounts Payable	RAY O'HERRON CO., INC.		$4,002.89		
	Invoice		Date	Description			Amount			
	2167337		01/10/2022	Police Uniform Items			$374.00			
	2168310		01/13/2022	Police Uniform Items			$1,169.94			
	2168330		01/13/2022	Police Uniform Items			$1,328.95			
	2167066		01/07/2022	Ammunition 4 Cases			$1,130.00			
1528	01/24/2022	Open			Accounts Payable	RCM DATA CORPORATION		$181.78		
	Invoice		Date	Description			Amount			
	IN78984		01/12/2022	toner			$181.78			

Payment Register

From Payment Date: 1/11/2022 - To Payment Date: 1/24/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1529	01/24/2022	Open			Accounts Payable	T.P.I. BUILDING CODE CONSULTANTS INC	$9,245.50		

Invoice	Date	Description	Amount
202112	01/01/2022	Dec 21 Reviews and Inspections	$9,245.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1530	01/24/2022	Open			Accounts Payable	TAI GINSBERG & ASSOCIATES LLC	$6,500.00		

Invoice	Date	Description	Amount
1918	01/04/2022	Dec 21 Services	$6,500.00

Type EFT Totals:	20 Transactions	$304,952.10	

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	$107,026.97	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	32	$107,026.97	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	$304,952.10	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	20	$304,952.10	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$411,979.07	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	52	$411,979.07	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**32**	**$107,026.97**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**32**	**$107,026.97**	**$0.00**

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**20**	**$304,952.10**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**20**	**$304,952.10**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**52**	**$411,979.07**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**52**	**$411,979.07**	**$0.00**

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: An Ordinance Approving and Accepting a Plat of Easement
DATE: January 24, 2022

SUMMARY/BACKGROUND
The Village is planning a minor extension of its current water main network in order to provide water improvements and to serve future growth areas. To assist in these plans, staff has been working with representatives from the Ruffled Feathers Homeowners Association to solidify easement rights to complete a minor water main extension near Ruffled Feathers Drive on the eastern portion of the subdivision. The attached plat of easement solidifies those rights and allows the Village to commence with the project. The Village will engineer, permit and construct the minor improvement in the spring of this year.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff recommends approval of easement

BOARD ACTION REQUESTED
Motion to Approve Ordinance (Consent)

ATTACHMENTS
ORD Accepting Plat of Easement - 74 Ruffled Feathers Dr.pdf

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE APPROVING AND ACCEPTING A PLAT OF EASEMENT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING AND ACCEPTING A PLAT OF EASEMENT

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

WHEREAS, the Village of Lemont is performing work to its public utility system at or near the address of 74 Ruffled Feathers Drive, Lemont, Illinois 60439; and

WHEREAS, in order for the Village to maintain and operate its public utility system, it is necessary for the property owner to grant an easement for water main to the Village; and

WHEREAS, a proposed Plat of Easement has been agreed to, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the President and Board of Trustees have determined that it is reasonable and in the best interest of the Village to accept the Plat of Easement as proposed;

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

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

SECTION 2. The Village hereby accepts the easement set forth on the Plat of Easement attached to this Ordinance as **Exhibit 1** and made a part hereof.

SECTION 3. The President and Village Clerk are hereby authorized to execute the same on behalf of the Village with such changes as deemed necessary by the President.

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

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

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

P.I.N. 22-27-404-015
P.I.N. 22-34-115-002

PLAT OF EASEMENT

FOR

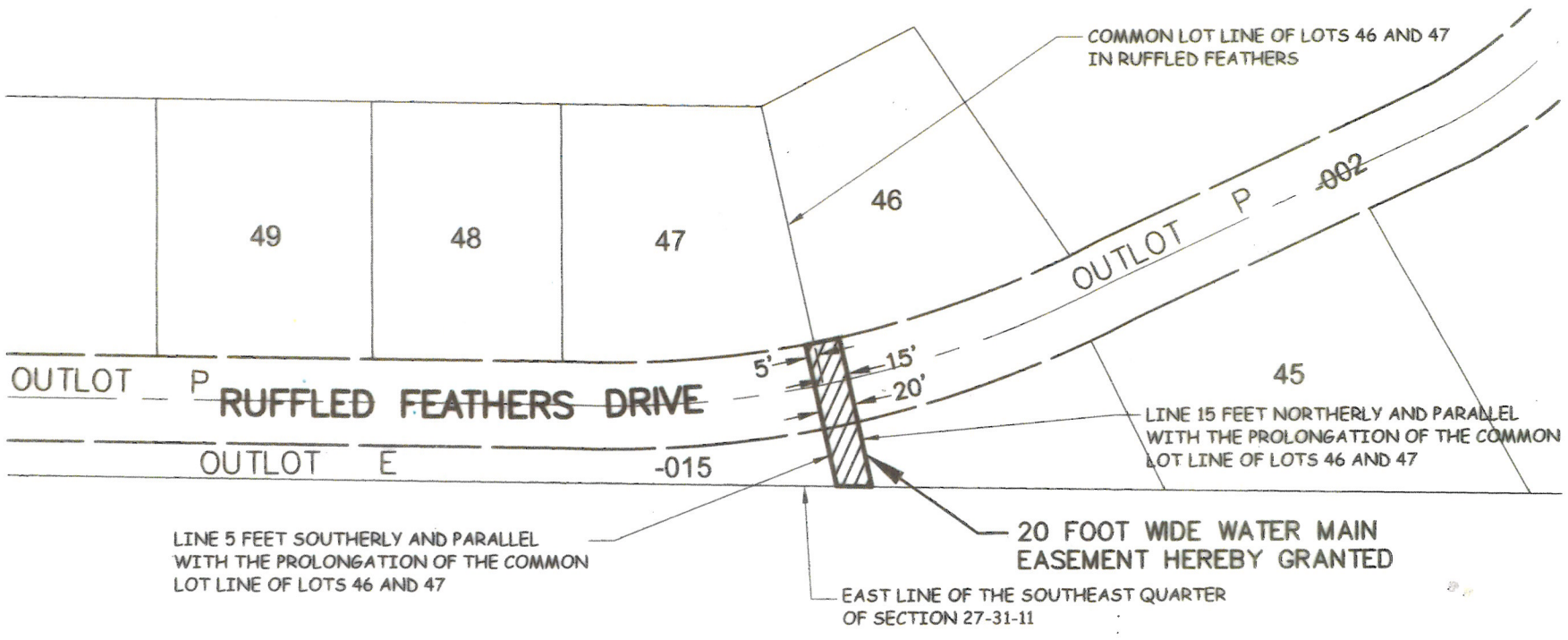
WATER MAIN

OVER

SCALE: 1"=100'

COMMON ADDRESS:
74 RUFFLED FEATHERS DRIVE
LEMONT, ILLINOIS 60439

A parcel of land 20 feet in width that lies 5 feet southerly and 15 feet northerly, as measured at right angle and parallel with the prolongation of the easterly extension of the lot line between lots 46 and lot 47 in Ruffled Feathers, commencing from the west line of Outlot P (Ruffled Feathers Drive), and terminating at the east line of Outlot E, also known as the East line of the Southeast Quarter of Section 27, Range 31 East, of the Third Principal Meridian, all in Ruffled Feathers, a subdivision of Section 27 and part of the North Half of Section 34 all in Township 37 North Range 11 East of the Third Principal Meridian in Cook County, Illinois recorded on October 7, 1991, as document 91522355.



WATER MAIN EASEMENT PROVISIONS

A NON-EXCLUSIVE, PERPETUAL EASEMENT IS RESERVED AND GRANTED FOR THE VILLAGE OF LEMONT OVER ALL AREAS MARKED "WATER MAIN EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE A WATER MAIN SYSTEM TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, HYDRANTS, VALVES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Brittany Tisza-Susini, DO HEREBY CERTIFY THAT SAID RUFFLED FEATHERS PROPERTY OWNERS' ASSOCIATION IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND DO HEREBY CONSENT TO THE GRANTING OF THE EASEMENT FOR WATER MAIN PURPOSES AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HERON DRAWN.

DATED THIS 20 DAY OF January 20 22.

BY: Brittany T

ATTEST: _____

OFFICIAL SEAL
GEORGENE KAROUNTZOS
NOTARY PUBLIC – STATE OF ILLINOIS
My Commission Expires 06/19/2022

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL:

THIS 20th DAY OF January 20 22.

BY: _____
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DuPAGE, AND WILL COUNTIES, ILLINOIS AT A MEETING HELD ON THIS

____ DAY OF _____ A.D., 2022.

BY: _____
PRESIDENT

ATTEST: _____
CLERK

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S

I, JAMES L. CAINKAR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

DATED AT WILLOWBROOK, ILLINOIS, THIS 11 DAY OF JAN A.D., 2022.

_____
JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-2022

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

_____
SIGNATURE

JAN 11 2022
DATE

JAMES L. CAINKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-22

AFTER RECORDING PLEASE RETURN TO:
THE VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

DATE: 1/11/22 PROJECT NO. 21364

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Chris Smith, Finance
THROUGH: George Schafer, Village Administrator
SUBJECT: Resolution Authorizing Intergovernmental Agreement for Common Defense of Tax Objection Cases
DATE: January 24, 2022

SUMMARY/BACKGROUND

Since 2004, the Village, Fire Protection district, Park District, School Districts (210 and 113A), and Township have had an Intergovernmental Agreement for property tax appeals. The group meets regularly regarding cases presented to both the Board of Review and Property Tax Appeal Board.

This new agreement contains updated proportionate cost share percentages and outlines the process for intervention. The Village's proportionate cost is 7.96%, which is in line with the most recent property tax minus the non-participating agencies.

The Agreement is for three years. Costs for intervention on properties that are not within the Village will be allocated only to the other benefiting agencies.

ANALYSIS

This Intergovernmental Agreement is consistent with the financial stability of the Village, as it can protect the tax assessment base of the agency.

Consistency with Village Policy
2018 Strategic Plan

STAFF RECOMMENDATION

Adopt the Resolution Authorizing Intergovernmental Agreement for Common Defense of Tax Objection Cases.

BOARD ACTION REQUESTED

Adopt the Resolution Authorizing Intergovernmental Agreement for Common Defense of Tax Objection Cases.

ATTACHMENTS

2022 Intergovernmental Agm.docx

INTERGOVERNMENTAL AGREEMENT

This Agreement entered into this ____ day of _____, 2022, by and between School District 113A of Cook and DuPage Counties, Illinois ("District 113"), Lemont Fire Protection District of Cook, Will, and DuPage Counties, Illinois ("Fire District"), Lemont Public Library District of Cook and DuPage Counties, Illinois ("Library District"), Village of Lemont of Cook, Will, and DuPage Counties, Illinois ("Village"), Lemont Park District of Cook, Will, and DuPage Counties, Illinois ("Park District"), Lemont Township of Cook County, Illinois ("Township"), and Lemont Township High School District 210 of Cook and DuPage Counties ("District 210") (collectively referred to herein as the "Parties").

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.); and

WHEREAS, pursuant to the Revenue Code of Illinois, the Parties as taxing bodies are entitled to intervene at both a Board of Review and Property Tax Appeal Board level in cases involving tax assessment objections-particularly those wherein a reduction of $100,000 or more is requested by the taxpayer; and,

WHEREAS, the Parties have determined that it is in their best interests to intervene in such cases so as to protect their respective tax assessment bases and to further prevent other taxpayers from having to pay an inordinate amount of real-estate taxes due to an improper reduction in a complainant's tax assessment due to a non-meritorious tax assessment complaint; and,

WHEREAS, each of the taxing bodies herein have determined that it is in their best interest to share the cost of appraisers, attorneys, and other experts to defend such cases; and,

WHEREAS, each of the taxing bodies have further determined that it is in their best interest to hire a singular counsel to handle their tax rate objections so as to minimize legal fees and costs;

NOW, THEREFORE, be it hereby resolved by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are incorporated herein as is fully set forth in this Agreement;

2. The Parties hereto engage Klein, Thorpe & Jenkins, Ltd. as their attorneys to intervene in any and all tax cases both at a Board of Review, and Property Tax Appeal Board ("PTAB") level to protect their respective tax bases and to further protect their taxpayers from paying an inordinate proportion of taxes.

3. That the Parties hereto hereby agree to share the costs of any appraisers or other experts deemed necessary by their respective administrations and attorneys in defense of such tax cases-such appraisers or other experts to be hired on a case by case basis.

4. The cost of any such appraisals or expert services and legal fees shall be shared by the Parties on a proportionate basis as follows: (a) District 113A — 34.14%; (b) Fire District — 12.93%; (c) Library District — 2.79%; (d) Village — 7.96%; (e) Park District — 7.33%; (f) Township — 3.49%, and (g) District 210 — 31.37%. Klein, Thorpe & Jenkins, Ltd. shall invoice each Party for its share of such fees and costs in the percentages set forth above.

5. This Agreement shall be effective _____, 2022, and shall be for a period of three (3) years; however, any of the Parties hereto may withdraw from said Agreement upon six (6) months prior written notice to the other Parties.

6. That in the event of a dispute as to the hiring of an appraiser or expert, each Party hereto shall have one vote and a majority shall determine the hiring of said appraiser or expert.

7. It is hereby agreed by and between the Parties that Lemont Township High School District 210 shall serve as the administrative district for communication purposes. As to tax rate objections, Klein, Thorpe & Jenkins, Ltd. shall represent each of the Parties individually and that each Party shall be invoiced individually and shall be solely responsible for all fees associated with its own tax rate objection cases.

8. In the event that a new tax objection case is filed, the taxing bodies will be notified by the law firm of Klein Thorpe & Jenkins, Ltd. upon receipt of such objection.

9. It is hereby agreed that this Agreement and every provision thereof, shall be considered severable. In the event that any court of competent jurisdiction may find or declare any word, phrase, clause, sentence, paragraph, provision, or section void or unconstitutional, any portion hereof not ruled void or unconstitutional shall continue in full force and effect.

10. Any notices required under this Agreement shall be either by personal service or certified United States Postal Service Mail, Return Receipt Requested, delivered to and/or addressed, unless otherwise notified in writing to the contrary, as follows:

To District 113A:	**To Park District:**
School District 113A	Lemont Park District
Attn: Superintendent	Attn: Director
16100 W. 127th Street	16028 127th Street
Lemont, IL 60439	Lemont, IL 60439

To Fire District:

Lemont Fire Protection District
Attn: _____
15900 New Avenue
Lemont, IL 60439

To Library District:

Lemont Public Library District
Attn: Library Director
50 E. Wend Street
Lemont, IL 60439

To Village:

Village of Lemont
Attn: Administrator
418 Main Street
Lemont, IL 60439

To Township:

Lemont Township
Attn: Supervisor
1115 Warner Avenue
Lemont, IL 60439

To District 210:

Lemont Township High
School District 210
Attn: Superintendent
800 Porter Street
Lemont, IL 60439

11. This Agreement shall represent the complete Agreement of the Parties hereto with respect to all matters regarding the subject matter of this Agreement. All prior Agreements or understandings, whether written or oral shall be of no force, effect, or consequence.

12. Any amendment to this Agreement must be in writing, signed by each of the Parties, and adopted in the manner as required for adoption of this Agreement.

13. By written agreement of the Parties, the term of this Agreement may be extended for one or more consecutive years.

14. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one Agreement.

Executed this _____ day of _____, 2022.

VILLAGE OF LEMONT

By: _____
Mayor

SCHOOL DISTRICT 113A

By: _____
President

Attest:

By: _____
Clerk

LEMONT FIRE PROTECTION DISTRICT

By: _____
President

Attest:

By: _____
Secretary

Attest:

By: _____
Secretary

LEMONT PUBLIC LIBRARY DISTRICT

By: _____
President

Attest:

By: _____
Secretary

LEMONT PARK DISTRICT

By: _____
President

Attest:

By: _____
Secretary

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

By: _____
President

Attest:

By: _____
Secretary

LEMONT TOWNSHIP

By: _____
Township Supervisor

By: _____
Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: A Resolution Amending Resolution R-17-21 Approving Professional Services and Retainer Agreements with All Together, LLC
DATE: January 24, 2022

SUMMARY/BACKGROUND
The Village continues to improve its strategic communications and marketing goals, with a focus on Lemont Downtown as a destination for residents and visitors. In March 2021, professional services and retainer agreements with All Together, LLC was approved. All Together Studio developed a new Brand Guide and Communications Strategy, which was launched in the summer and fall of 2021.

The amended resolution allows for All Together Studio to facilitate 2022 Marketing Strategy sessions with agency partners and downtown stakeholders and continues the retainer agreement through the end of the budget year.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the resolution.

BOARD ACTION REQUESTED
Motion to approve.

ATTACHMENTS
A Resolution Amending Resolution R-17-21 Approving Professional Services and Retainer Agreements with All Together, LLC

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-22

A RESOLUTION AMENDING RESOLUTION R-17-21 APPROVING PROFESSIONAL SERVICES AND RETAINER AGREEMENTS WITH ALL TOGETHER, LLC

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 01-24-2022

RESOLUTION NO. R-___-22

A RESOLUTION AMENDING RESOLUTION R-17-21 APPROVING PROFESSIONAL SERVICES AND RETAINER AGREEMENTS WITH ALL TOGETHER, LLC

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

WHEREAS, on March 22, 2021 the Village approved Resolution R-17-21 to enter into a contract services agreement and a retainer agreement for a Lemont Communications Strategy; and

WHEREAS, the Village is desirous to amend the contract services agreement and extend the retainer agreement until April, 2022 as further outlined in the agreements attached as Exhibit A ("Agreement"); and

WHEREAS, the Village President and Board of Trustees find that it is in the best interests of the Village to authorize an Amended Agreement with All Together, LLC;

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

SECTION 1: RECITALS

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

SECTION 2:

The Village President and the Board of Trustees hereby approve the Agreement attached hereto as Exhibit A.

SECTION 3:

The Village President or his designee is hereby authorized to execute the Agreement between the Village and All Together, LLC in substantially the form attached hereto as Exhibit "A.".

SECTION 4: EFFECTIVE DATE

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

ADOPTED this 24th day of January, 2022.

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

VILLAGE PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

Exhibit A

Professional Services Agreement between All Together, LLC (Consultant) and the Village of Lemont (Client) for marketing communications services.

Retainer Agreement between All Together, LLC (Consultant) and the Village of Lemont (Client).

December 13, 2021

Professional Services Agreement between ALL TOGETHER, LLC (Consultant) and the VILLAGE OF LEMONT (Client).

SERVICES & WORKPLAN

2022 Marketing Strategy Workshop:

- Day-long, in person workshop in Village of Lemont, which will include:
  - Morning of planning and priorities with Village Staff
    - Communications Strategies: Discuss priorities and work plan for the next year
    - Measuring Success: Review 2020-2021, current, and future marketing metrics
    - Process: Establish internal process to improve review and efficiency
  - Afternoon joint calendar session and program planning with Parks District, HCVB, Library and others as needed
    - Event Planning: Discuss priorities and opportunities for the next year
    - Process: Establish process for information sharing throughout the year

TIMELINE

All Together will conduct the strategy workshop in the month of January 2022 based on the availability of all attendees.

FEES

All Together services will be provided for a fee of $5,500, based on the above scope of work. Any reimbursable expense related to the workshop will be billed at cost and shall not exceed $200.

Any additional services or hours requested of the All Together team beyond those listed in this agreement will be conducted on an hourly basis and billed according to discounted retainer billing rates listed below. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Staff Retainer Rate	$ 145

ADDITIONAL TERMS

Invoicing: The project will be billed monthly through project completion.

Termination: Notwithstanding any contrary provision contained elsewhere in this Agreement, this Agreement and the rights and obligations hereunder may be terminated:

- by Client immediately if Consultant defaults in the performance of Consultant's obligations under this Agreement, including failure to provide the products or services set forth in the Statement of Work within the times specified. Any moneys due to Consultant shall be compensated fairly against actual work performed; or

- by Consultant immediately if Client defaults in the performance of its obligations under this Agreement.

Either party then may terminate this agreement by providing 30 days advance written notice, which notice shall not be provided until at least 30 days subsequent to the execution date of this agreement.

Ownership of Work Product: All Materials developed or prepared by All Together or its employees or Subcontractors for Client hereunder shall become the property of Client and deemed "Work Product" provided that (i) the Materials are produced in final form (i.e., ready to be disseminated to the public) by All Together for Client; and (ii) Client has paid to All Together all fees and costs associated with creating and, where applicable, producing the Materials. All title and interest to Work Product shall vest in Client as "works made for hire" within the meaning of the United States Copyright Act.

Trademarks: All Together may create or develop trademarks for Client, in the form of taglines, slogans, logos, designs, or product and brand names (collectively, the "Marks"). Client shall ultimately be responsible for confirming availability and registering such Marks.

Marketing: Client hereby grants All Together the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of All Together and a brief scope of services provided. In addition, Client hereby grants All Together the right to display the final Work Product created through this scope of work on All Together's website and in promotional materials.

Compliance with Laws: All Together shall give notices and comply with laws, ordinances, rules, regulations, and orders of all public authorities applicable to these services and shall comply with all federal, state, and local tax laws and social security, unemployment compensation, and workers compensation acts applicable to the performance of these services.

Equal Opportunity: Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state, and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

Conflicts of Interest: All Together certifies that no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of the Client or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

Entire Agreement: This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements and representations, written or oral, between the parties.

Please indicate acceptance of this agreement by signing one copy and emailing it to mschulz@alltogetherstudio.com. All Together will begin work after receiving written authorization to proceed via email.

All Together appreciates the opportunity to provide the Village of Lemont with strategic planning services.

Marisa Schulz
Principal
All Together

12/13/2021

Date

Signature

Printed Name

Title

Date

December 13, 2021

Retainer Agreement between ALL TOGETHER, LLC (Consultant) and the VILLAGE OF LEMONT (Client).

SERVICES & WORKPLAN

- Ongoing Marketing Services including (estimated 18 hours/month)
  - Creation and maintenance of social media calendar for Lemont Downtown, including content for 3-5 posts a week
  - Bi-weekly marketing meeting with Village Staff
  - Guidance on ad placements, design of advertising materials
  - 2 e-newsletters per month
  - Lemont Downtown website updates and maintenance

- 1 in-person planning session per quarter (estimated 2 hours/month)

- 1 project or program of focus per quarter, in addition to baseline marketing services (such as videography, wayfinding support, arts initiative) (estimated 8 hours/month)

TIMELINE

All Together will proceed with marketing communication services for the period of January 2022 to December 2022.

FEES

During this period, All Together agrees to devote up to 27-29 hours per month on assignments to be determined by the Village of Lemont. Work priority and schedule will be at the discretion of the Village of Lemont and will normally occur between the hours of 9AM to 5PM on weekdays. Monthly planning meetings can be scheduled to plan our time for the month ahead.

Payment for these services will be to All Together at the monthly rate of $4,060 per month and will be made for the following month no later than the 30th day of each month that this agreement is in force.

Any additional services or hours requested of the All Together team beyond those listed in this agreement will be conducted on an hourly basis and billed according to discounted retainer billing rates listed below. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Staff Retainer Rate	$ 145

Any expenses exclusive of normal overhead are not included in this agreement and will be billed separately. Examples of such expenses include advertising, printing and design assets such as typefaces, web domains, stock photos, etc.

ADDITIONAL TERMS

Invoicing: The project will be billed monthly through project completion.

Termination: Notwithstanding any contrary provision contained elsewhere in this Agreement, this Agreement and the rights and obligations hereunder may be terminated:

- by Client immediately if Consultant defaults in the performance of Consultant's obligations under this Agreement, including failure to provide the products or services set forth in the Statement of Work within the times specified. Any moneys due to Consultant shall be compensated fairly against actual work performed; or

- by Consultant immediately if Client defaults in the performance of its obligations under this Agreement.

Either party then may terminate this agreement by providing 30 days advance written notice, which notice shall not be provided until at least 30 days subsequent to the execution date of this agreement.

Ownership of Work Product: All Materials developed or prepared by All Together or its employees or Subcontractors for Client hereunder shall become the property of Client and deemed "Work Product" provided that (i) the Materials are produced in final form (i.e., ready to be disseminated to the public) by All Together for Client; and (ii) Client has paid to All Together all fees and costs associated with creating and, where applicable, producing the Materials. All title and interest to Work Product shall vest in Client as "works made for hire" within the meaning of the United States Copyright Act.

Trademarks: All Together may create or develop trademarks for Client, in the form of taglines, slogans, logos, designs, or product and brand names (collectively, the "Marks"). Client shall ultimately be responsible for confirming availability and registering such Marks.

Marketing: Client hereby grants All Together the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of All Together and a brief scope of services provided. In addition, Client hereby grants All Together the right to display the final Work Product created through this scope of work on All Together's website and in promotional materials.

Compliance with Laws: All Together shall give notices and comply with laws, ordinances, rules, regulations, and orders of all public authorities applicable to these services and shall comply with all federal, state, and local tax laws and social security, unemployment compensation, and workers compensation acts applicable to the performance of these services.

Equal Opportunity: Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state, and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

Conflicts of Interest: All Together certifies that no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of the Client or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

Entire Agreement: This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements and representations, written or oral, between the parties.

Please indicate acceptance of this agreement by signing one copy and emailing it to mschulz@alltogetherstudio.com. All Together will begin work after receiving written authorization to proceed via email.

All Together appreciates the opportunity to provide the Village of Lemont with ongoing marketing, communications, programming, and placemaking services on a retainer basis.

Marisa Schulz
Principal
All Together

12/13/2021

Date

Signature

Printed Name

Title

Date

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Linda Molitor, Administration
THROUGH:
SUBJECT: Oath of Office for Joel Donovan, Nicholas Rankovich and James Solorio.
DATE: January 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Linda Molitor, Administration
THROUGH:
SUBJECT: Proclamation 100th Birthday Recognition for Emily Christian
DATE: January 24, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Chris Smith, Finance
THROUGH: George Schafer, Village Administrator
SUBJECT: AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022 PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS"

DATE: January 24, 2022

SUMMARY/BACKGROUND
On November 15, 2021, Bob Vail of Bernardi Securities presented to the Village Board a debt issuance of $7.2 million to support Water Infrastructure projects, primarily a Water Tower. The Board approved the Authorization Ordinance on December 13, 2021 and held a public hearing on January 10, 2022. The next step is to pass a parameters ordinance.

Village staff met with the rating agency and are awaiting the rating. We plan on selling the bonds at the end of January.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
PASS AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022 PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

BOARD ACTION REQUESTED
PASS AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022 PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES

SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

ATTACHMENTS

PARAMETERS ORDINANCE 2022 Village of Lemont (water sewer ARS) Bonds (4881-9496-0391.v3).docx

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 24th day of January, 2022, insofar as the same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

a true, correct, and complete copy of which ordinance (the "**Ordinance**") as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted at the Village Hall taped to a glass window or door with all pages visible and readable to the outside (at street level) 24/7 and on the Issuer's website at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such Act and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, this 24th day of January, 2022.

_____
Village Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "**Village**" or "**Issuer**"), is a non-home rule municipality duly established and operating under the Illinois Municipal Code (Section 5/1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes), and all laws amendatory thereof and supplementary thereto (the "**Municipal Code**") "), and specifically as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the "**Debt Reform Act**"); and

WHEREAS, the Issuer owns and operates its municipally owned combined waterworks and sewerage system (the "**Waterworks and Sewerage System**" or "**System**") in accordance with the provisions of Division 139 of Article 11 of the Municipal Code, and receives revenues thereof (the "**Pledged Revenues**"); and

WHEREAS, if the Pledged Revenues are insufficient to pay the alternate bonds, ad valorem taxes of the Issuer for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "**Pledged Taxes**"), are authorized to be extended to pay the principal of and interest on the alternate bonds; and

WHEREAS, the President and Board of Trustees of the Village (the "**Corporate Authorities**") have determined that it is advisable, necessary and in the best interests of the Village to (i) finance the acquisition, construction and installation of various improvements, extensions and facilities of the System of the Village, and related facilities, improvements and costs, including the construction of a new water tower in the Village (collectively, the "**Project**"), and (ii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the Corporate Authorities have determined and do hereby determine that the Project is a lawful corporate purpose; and

WHEREAS, the estimated cost of the Project, including legal, financial, bond discount, if any, printing and publication costs, capitalized interest, if any, and other expenses will not exceed $7,200,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, ORDINANCE NO. O-55-21, AN ORDINANCE authorizing the issuance of Waterworks and Sewerage Revenue Bonds of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, in an aggregate principal amount not to exceed $7,200,000 or, in lieu thereof, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source) (said bonds being general obligation bonds to be issued in one or more series, on a taxable or tax-exempt basis, for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the net revenues of the waterworks and sewerage system of said Village) in an aggregate principal amount not to exceed $7,200,000, for the purpose of paying the costs of improving the waterworks and sewerage system of the Village (the "**Authorizing Ordinance**"), adopted December 13, 2021, together with a notice of intent to issue alternate bonds was published on December 17, 2021, in *My Suburban Life-Lemont*, being a newspaper of general circulation within the Village (the "**Village Newspaper**"); and

WHEREAS, more than thirty (30) days have elapsed since the December 17, 2021 publication of the Authorizing Ordinance and the related notice in the Village Newspaper, and the Issuer has received no petition in connection with the Bonds, a form of petition therefor being at all relevant times available in the office of the Village Clerk on and since December 17, 2021; and

WHEREAS, after a notice having been duly published on December 17, 2021 in the Village Newspaper, the Corporate Authorities on January 10, 2022 held and conducted the public hearing required by BINA concerning the Bonds; and

WHEREAS, the Corporate Authorities have been authorized to issue the Bonds to an amount not to exceed $7,200,000 in accordance with the provisions of the Debt Reform Act and the Authorizing Ordinance and none of such Bonds have heretofore been issued; and

WHEREAS, the Issuer has insufficient funds to pay the costs of the Project and, therefore, must borrow money and issue general obligation bonds (alternate revenue source) under this Ordinance, in evidence thereof up to the aggregate principal amount of not to exceed $7,200,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2022 (the "**Bonds**"); and

WHEREAS, the Corporate Authorities hereby determine that the Pledged Revenues will provide in each year to final maturity of the proposed Bonds an amount not less than 1.25 times debt service of the proposed Bonds; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by reference to the most recent audit of the Village for the fiscal year ended April 30, 2021 (the "**Audit**"); and

WHEREAS, one or more proposed bond purchase agreements (which when fully executed or closed upon each is to constitute the "**Purchase Agreement**") by and between the Issuer and Bernardi Securities, Inc., Northfield, Illinois (the "**Underwriter**"), pursuant to which the Underwriter offers to purchase the Bonds (at a purchase price of not less than 97% of the par amount of the Bonds plus accrued interest, if any, to date of delivery, as further detailed in a Bond Order) at the applicable prices and interest rates, to be as described in the Issuer's Official

Statement (in preliminary form, and when completed to constitute the final "**Official Statement**") related to the Bonds, with a related continuing disclosure undertaking (the "**Disclosure Agreement**") under Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"); and

WHEREAS, for convenience of reference only, this Ordinance is divided into numbered sections with heading, which shall not define or limit the provisions hereof, as follows:

Page

Section 1.	Definitions	5
Section 2.	Preambles, Authority and Purpose	8
Section 3.	Authorization and Terms of Bonds	8
Section 4.	Registration of Bonds and Book-Entry	11
Section 5.	Execution and Authentication	14
Section 6.	Transfer, Exchange and Registration	14
Section 7.	Bond Registrar and Paying Agent	15
Section 8.	Alternate Bonds; General Obligations	16
Section 9.	Forms of Bonds	17
Section 10.	Levy and Extension of Taxes	24
Section 11.	Alternate Bond Fund	25
Section 12.	Abatement of Pledged Taxes	25
Section 13.	Related Agreements	25
Section 14.	Special Funds and Accounts	26
Section 15.	Bond Proceeds Account	29
Section 16.	Expense Fund	29
Section 17.	Project Fund	30
Section 18.	Issuance of Additional Bonds	30
Section 19.	Arbitrage Rebate	31
Section 20.	Investment Regulations	31
Section 21.	Non-Arbitrage and Tax-Exemption	32
Section 22.	Further Assurances and Actions	35
Section 23.	General Covenants	36
Section 24.	Ordinance to Constitute a Contract	38
Section 25.	Treatment of Bonds as Debt	39
Section 26.	Defeasance	39
Section 27.	Severability and No Contest	39
Section 28.	Bank Qualified Bonds	39
Section 29.	Conflict	40
Section 30.	Effective Date	40

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

Section 1. Definitions. Certain words and terms used in this Ordinance shall have the meanings given them herein, including above in the preambles hereto, and the meanings given them in this Section 1, unless the context or use clearly indicates another or different meaning is intended. Certain definitions are as follows:

"**Act**" means, collectively and as applicable, the Debt Reform Act (Section 350/1 *et seq.* of Chapter 30 (and particularly Section 350/15 thereof concerning alternate bonds) of the Illinois Compiled Statutes, as supplemented and amended, and Division 139 of Article 11 of the Municipal Code (Sections 5/11-139-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes), the Municipal Code (65 ILCS 5/1-1-1 *et seq.)*, and applicable law in connection with applicable revenue sources, as supplemented and amended, the Registered Bond Act, the Illinois Bond Replacement Act, and the Bond Authorization Act.

"**Alternate Bonds**" or "**alternate bonds**" means as described in Section 15 of the Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes), and includes expressly the Bonds.

"**Authorizing Ordinance**" shall have the meaning set forth above in the recitals to this Ordinance.

"**BDSF**" or "**bona fide debt service fund**" means a fund, which may include proceeds of an issue, that (**1**) is used primarily to achieve a proper matching of revenues with principal and interest payments, within each bond year (i.e. each December 2 to December 1 annual period); and (**2**) is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (**i**) the earnings on the fund for the immediately preceding bond year; or (**ii**) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.

"**Bond**" or "**Bonds**" means, collectively, the Issuer's General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2022, as authorized to be issued by this Ordinance, as supplemented and amended.

"**Bond Order**" means one or more orders signed by the Designated Representatives and under the seal of the Issuer, setting forth and specifying details for each series of the Bonds, including, as the case may be, but without limitation, identification or specification of a Policy and an Insurer, book-entry only registration, payment dates, final interest rates, final maturity schedules, denominations, Pledged Taxes, Levied Taxes, optional and mandatory redemption provisions, status as "**qualified tax-exempt obligations,**" original issue discount ("**OID**") and/or reoffering premium, designation of the Bond Registrar, Paying Agent and, the specified aggregate principal amount of the Bonds, or the aggregate taxes levied or authorized in each year in Section 10 as Pledged Taxes and/or Levied Taxes.

"**Bond Year**" means each annual period of December 2 to the next December 1, or as otherwise set forth in an applicable Bond Order, subject to such lawful elections as the Issuer may make.

"**Code**" means the Internal Revenue Code of 1986, as amended, and includes related and applicable Income Tax Regulations promulgated by the Treasury Department.

"**Corporate Authorities**" means the President and Board of Trustees of the Issuer.

"**Debt Reform Act**" shall have the meaning set forth above in the recitals to this Ordinance.

"**Depository**" means a securities depository with respect to Bonds subject to global book entry registration, initially The Depository Trust Company ("**DTC**")**,** New York, New York.

"**Designated Representatives**" means the Village President, Village Administrator, or Finance Director.

"**Disclosure Agreement**" means the Issuer's Continuing Disclosure Undertaking under Rule 15c2-12 related to the Bonds.

"**Fiscal Year**" means the twelve-month period constituting the Issuer's fiscal year, not inconsistent with applicable law.

"**Gross Revenues**" means all income from whatever source derived from the Waterworks and Sewerage System, including: (i) user charges, fees, rates and other receipts (including revenues for use of the System facilities to be received by the Issuer); (ii) investment income; (iii) connection, permit and inspection fees and the like; and (iv) penalties and delinquency charges, but excluding expressly (a) nonrecurring income from the sale of real estate; (b) governmental or other grants; (c) advances or grants made to or from the Issuer; (d) capital development, reimbursement, or recovery charges and the like; (e) annexation or preannexation charges; and (f) as otherwise determined in accordance with generally accepted accounting principles for local government funds.

"**Insurer**" means, if any, the issuer of a Policy securing payment of one or more series of Bonds.

"**Issuer**" means the Village of Lemont, Cook, DuPage and Will Counties, Illinois.

"**Junior Bond**" means any Outstanding bond or Outstanding bonds payable from an applicable Junior Debt Service Account, in this case the "**Junior Debt Service Account,**" and includes expressly each series of the Bonds.

"**Levied Taxes**" means the taxes levied in Section 10 to pay the Bonds, as applicable.

"**Net Revenues**" means, with respect to the Waterworks and Sewerage System, Gross Revenues minus Operation and Maintenance Expenses.

"**Operation and Maintenance Expenses**" means all expenses of operating, maintaining and routine repair of the Waterworks and Sewerage System, including wages, salaries, costs of materials and supplies, power, fuel, insurance and related services; but excluding debt service, depreciation, or any reserve requirements, and otherwise as determined in accordance with generally accepted accounting principles for local government enterprise funds.

"**Outstanding**," when used with reference to any referenced obligation, means any referenced obligation which is outstanding and unpaid; provided, however, such term shall not include obligations: (**i**) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (**ii**) the provision for payment of which has been made by the Issuer by the deposit in an irrevocable trust or escrow of funds of direct, full faith and credit non-callable obligations of the United States, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and applicable premium on such obligations, and will not result in the loss of the exclusion from gross income of the interest thereon under Section 103 of the Code.

"**Parity Bonds**" means bonds or any other obligations which share ratably and equally in the applicable Pledged Revenues with either the Senior Bonds or the Junior Bonds, as set forth and provided for in any such ordinance authorizing the issuance of any such Parity Bonds.

"**Pledged Revenues**" means Net Revenues.

"**Pledged Taxes**" means the taxes levied in Section 10 to secure and pay the Bonds, as applicable.

"**Policy**" means, if any, an Insurer's bond insurance policy or other credit facility securing payment of one or more series of Bonds.

"**Purchase Agreement**" means the Bond Purchase Agreement with the Underwriter for the purchase of the Bonds, which upon acceptance and execution by the Issuer and the Underwriter constitutes the Purchase Agreement for the Bonds.

"**Qualified Investments**" means legal investments of the Issuer under applicable law, limited and restricted with respect to any applicable Insurers Policy.

"**Revenue Fund**" means the Revenue Fund created and established under Section 12 of this Ordinance.

"**Rule 15c2-12**" shall have the meaning set forth above in the recitals to this Ordinance.

"**Senior Bond**" means any Outstanding bond or Outstanding bonds payable from the applicable Senior Debt Service Account of the Bond and Interest Account of the applicable Fund under this Ordinance.

"**State**" means the State of Illinois.

"**Underwriter**" shall have the meaning set forth above in the recitals to this Ordinance.

"**United States**" means the United States of America.

"**Waterworks and Sewerage Fund**" means the Issuer's Waterworks and Sewerage Fund, as continued or created and established, as the case may be, with respect to the Bonds.

Section 2. Preambles, Authority and Purpose. The Corporate Authorities hereby find that all the recitals contained in the preambles and recitals to this Ordinance are true, complete, and correct, and hereby incorporate them into this Ordinance by this reference thereto. This Ordinance is adopted pursuant to the Constitution and applicable laws of the State, including the Act, for the purpose of paying all or a portion of the costs of the Project and the Costs. The Corporate Authorities hereby determine the period of usefulness of the Project to be not less than twenty (20) years from the expected date of delivery of the Bonds. With a notice published on December 17, 2021 in the Village Newspaper, the Corporate Authorities on January 10, 2022 held and conducted a public hearing on the Bonds under BINA.

Section 3. Authorization and Terms of Bonds. To meet all or a part of the estimated costs of financing the Project, there is hereby appropriated a sum to be derived from the proceeds of the Bonds. For the purpose of financing such appropriation, the Bonds of the Issuer shall be issued and sold from time to time in the aggregate principal amount set forth herein, and shall be designated General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2022 ($7,200,000 maximum aggregate principal amount), and shall be issuable in the denominations of $5,000 each or any authorized integral multiple thereof.

(a) General Terms. The Bonds shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer, and exchange of the Bonds. Unless otherwise determined in an order to authenticate the Bonds, the Bonds shall be dated as of or before the date or dates of the issuance and sale thereof and acceptable to the Underwriter. Subject to a Bond Order, the Bonds are hereby authorized to bear interest at the rate or rates percent per annum not exceeding 5.00% and shall mature on December 1 of the years (subject to redemption, as the case may be), and in the principal amount (not to exceed $500,000 per maturity) in each year commencing not before the year 2022 and ending not later than the year 2042, as shall be specified in a Bond Order.

Each Bond shall bear interest from its date, or from the most recent interest payment date to which interest has been paid, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States semiannually on the dates and at the rates percent per annum set forth in the Bond Order. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States without presentation and surrender thereof at the corporate trust office of the financial institution designated in the Bond Order to act as the Paying Agent for the Bonds (including its successors, the "**Paying Agent**"). Interest on the Bonds shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the financial institution designated in the Bond Order to act as the Bond Registrar on behalf of the Issuer for such purpose (including its successors, the "**Bond Registrar**"), at the designated corporate trust office of the Bond Registrar

as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the applicable interest payment date. Interest on the Bonds shall be paid by check or draft mailed by the Paying Agent to such registered owners at their addresses appearing on the registration books.

(b) Redemption. The Bonds are subject to redemption as follows:

(i) Optional Redemption. Bonds maturing on the dates specified in an applicable Bond Order shall be subject to redemption prior to maturity on any date of the year or years specified and thereafter in whole or in part on any date, in any order of maturity specified (but in inverse order if none is specified), at a redemption price of par, plus accrued interest to the date fixed for redemption, and otherwise are not subject to optional redemption.

(ii) Sinking Fund Redemption. This subsection (ii) shall apply only to the extent the Bond Order shall specify any Term Bonds (the "**Term Bonds**"), and otherwise shall not apply. Bonds so specified as Term Bonds, if any, are subject to mandatory sinking fund redemption in the principal amount on the date of the years so specified, but corresponding to the amounts specified above in Section 3(a), or otherwise as duly set forth in a Bond Order.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds the Issuer by furnishing the Bond Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the Village President may: (i) deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or (iii) receive a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than $5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of $5,000 or any authorized integral multiple thereof.

(iii) Procedure. The Issuer covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the Issuer covenants that the Bonds so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of any optional redemption date and of the principal amount of Bonds to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Bonds). In the event that less than all of the Bonds of a particular maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60)

days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method as the Bond Registrar shall deem fair and appropriate; provided, that, if by lot, such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register (as hereinafter defined) or at such other address as is furnished in writing by each such registered owner to the Bond Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Bonds to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Bonds of a particular maturity are to be redeemed, the identification numbers and maturities (and, in the case of partial redemption of any Bond, the respective principal amounts) of the Bonds to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal payment office of the Paying Agent.

On or prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest

due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be marked cancelled by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any series or other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date to all registered securities depositories then holding any of the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the series and the Bond or Bonds, or portion thereof, being redeemed with the proceeds of such check or other transfer.

Section 4. Registration of Bonds and Book-Entry. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.

(a) General. This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the "**Bond Register**") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal payment office of the Bond Registrar, which is hereby constituted and appointed the Bond Registrar of the Issuer. The Issuer is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owners attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the office of the Bond Registrar

for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date, and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor, as applicable, to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bond.

The person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption. In the event any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such registered owner hereunder or under the Bonds.

The Village President or Village Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Village President or Village Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

(b) Book-Entry-Only Provisions. Unless otherwise provided in a Bond Order, as the case may be, the Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in a street name (initially "**Cede & Co**." for DTC) of the Depository, or any successor thereto, as nominee of the Depository.

The outstanding Bonds from time to time may be registered by the Bond Registrar in a street name, as nominee of the Depository. The Issuer's Village President or Village Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the

Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "**Representation Letter**"). Without limiting the generality of the authority given to the Village President or Village Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to, among other things, (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant or an Indirect Participant holds an interest in the Bonds (an "**indirect participant**" or a "**beneficial owner**"). Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar or Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant, Indirect Participant or Beneficial Owner, with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name

or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 5. Execution and Authentication. Each Bond shall be executed in the name of the Issuer by the manual or facsimile signature of its Village President and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed, impressed or otherwise reproduced or placed thereon and attested by the manual or facsimile signature of its Village Clerk. Temporary Bonds, in lieu of or preliminary to the availability of Bonds in definitive form, shall be and are hereby authorized and approved. Typewritten Bonds are authorized in the event Section 4(b) applies.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of such Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not hold such office. No recourse shall be had for the payment of any Bonds against any member of the Corporate Authorities or any officer or employee of the Issuer (past, present or future) who executes the Bonds, or on any other basis.

Each Bond shall bear thereon a certificate of authentication executed manually by the Bond Registrar. No Bond shall be entitled to any right or benefit under this Ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar. Such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of or signer for the Bond Registrar, but it shall not be necessary that the same signer or officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Transfer, Exchange and Registration. Each Bond shall be transferable only upon the registration books maintained by the Bond Registrar on behalf of the Issuer for that purpose at the principal office of the Bond Registrar, by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the registered owner or such registered owners duly authorized attorney. Upon the surrender for transfer of any such Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee of the same aggregate principal amount, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal office of the Bond Registrar, with a written instrument satisfactory to the

Bond Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate and of the denomination of $5,000 or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Bonds, the Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed, or defaced Bonds.

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

Section 7. Bond Registrar and Paying Agent. The Bond Registrar and Paying Agent with respect to this Ordinance and each series of the Bonds shall be as specified in a Bond Order. The Issuer covenants that it shall at all times retain a Bond Registrar and Paying Agent with respect to the Bonds and shall cause to be maintained at the office of such Bond Registrar a place where Bonds may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Bonds may be presented for payment, that it shall require that the Bond Registrar maintain proper registration books and that it shall require the Bond Registrar and Paying Agent to perform the other duties and obligations imposed upon each of them by this Ordinance in a manner consistent with the standards, customs and practices concerning municipal securities. The Issuer may enter into appropriate agreements with any Bond Registrar and any Paying Agent in connection with the foregoing, including as follows:

(a) to act as Bond Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;

(b) to maintain a list in the Bond Register of the registered owners of the Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to give notices of redemption of Bonds to be redeemed;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

In any event, the Bond Registrar and Paying Agent shall comply with (a) - (f) above.

The Bond Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this Ordinance. The Bond Registrar by executing the certificate of authentication on any Bond shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, such duties and obligations, including in the case of the Paying Agent, not only with respect to the Bond so authenticated but with respect to all of the Bonds. The Bond Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in connection with the performance of their respective duties except for their own negligence or default. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The Issuer may remove the Bond Registrar or Paying Agent at any time. In case at any time the Bond Registrar or Paying Agent shall resign (such resignation to not be effective until a successor has accepted such role) or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar or Paying Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Bond Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of Bonds within twenty (20) days after such appointment. Any Bond Registrar or any Paying Agent appointed under the provisions of this Section 7 shall be a bank, trust company or other qualified professional with respect to such matters, authorized to exercise such functions in the State.

The Issuer shall provide to the Bond Registrar and Paying Agent a copy of any amendment to this Ordinance or to the Bonds.

Section 8. Alternate Bonds; General Obligations. The Bonds are and constitute Alternate Bonds under the Debt Reform Act, anticipated to be payable from Pledged Revenues. The Bonds are on parity with each other and shall share equally and ratably as to payment in the Pledged Revenues. Under and pursuant to Section 15 of the Debt Reform Act, the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of, premium, if any, and interest on the Bonds; the Bonds shall be direct and general obligations of the Issuer; and the Issuer shall be obligated to levy ad valorem taxes upon all the taxable property within the Issuer's corporate limits, for the payment of each of the Bonds and the interest thereon, without limitation as to rate or amount (such ad valorem taxes being the "**Pledged Taxes**"), as provided herein.

The Pledged Revenues for the Bonds are hereby determined by the Corporate Authorities to be sufficient to provide for or pay in each year to final maturity of the Bonds the following: (1) Operation and Maintenance Expenses of the System, but not including depreciation, (2) the debt service on all Outstanding revenue bonds payable from Pledged Revenues, (3) all amounts required to meet any fund or account requirements with respect to such Outstanding revenue bonds, (4) other contractual or tort liability obligations, if any, payable from Pledged Revenues, and (5) in each year, an amount not less than 1.25 times debt service of all (i) Alternate Bonds payable from such Pledged Revenues previously issued and outstanding, and (ii) Alternate Bonds payable from such Pledged Revenues proposed to be issued, including the Bonds. The Pledged Revenues shall be and are hereby determined by the Corporate Authorities to provide in each year an amount not less than 1.25 times debt service (as defined in Section 3 of the Debt Reform Act) of Alternate Bonds payable from such revenue sources previously issued and outstanding and the Alternate Bonds proposed to be issued. Such conditions enumerated need not be met for that amount of debt service (as defined in Section 3 of the Debt Reform Act) provided for by the setting aside of proceeds of bonds or other moneys at the time of the delivery of such bonds. The Pledged Revenues are hereby determined by the Corporate Authorities to provide in each year Operation and Maintenance Expenses, all amounts required to meet any fund or account requirements with respect to this Ordinance, any other contractual or tort liability obligations, if any, payable from Pledged Revenues, and an amount not less than 1.25 times debt service (as defined in Section 3 of the Debt Reform Act) of all of the Outstanding Bonds, payable from such Pledged Revenues.

The determination of the sufficiency of Pledged Revenues is expected to be supported by reference to the most recent audit of the Issuer, which is for a Fiscal Year ending not earlier than 18 months prior to the time of issuance of the Alternate Bonds. If such Pledged Revenues are otherwise shown to be insufficient, the determination of sufficiency, if applicable law so requires, and not otherwise, shall be supported by the "**report**" of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the Pledged Revenues will be greater than as shown in the audit. Whenever the sufficiency of Pledged Revenues is demonstrated by reference to higher rates or charges and fees for enterprise revenues, such higher rates or charges and fees with respect to the use of the services of the Waterworks and Sewerage System shall have been properly imposed by an ordinance adopted prior to the time of delivery of the Bonds.

Section 9. **Forms of Bonds**. The Bonds shall be in substantially the form hereinafter set forth:

[FORM OF BOND]

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK, DUPAGE AND WILL

VILLAGE OF LEMONT

GENERAL OBLIGATION BOND (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022

REGISTERED NO. _____ **REGISTERED $_____**

INTEREST RATE:	**MATURITY DATE:**	**DATED DATE:**	**CUSIP:**
	December 1, 20__		

Registered Owner:

Principal Amount:

[1] **KNOW ALL BY THESE PRESENTS** that the Village of Lemont (the "**Village**" or "**Issuer**"), a non-home rule municipality situated in the Counties of Cook, DuPage and Will, in the State of Illinois (the "**State**"), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America (the "**United States**") semiannually on the first (1st) days of June and December in each year, commencing _____, 20__, until the Principal Amount hereof shall have been paid, by check or draft mailed to the Registered Owner of record hereof as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose at the designated corporate trust office of _____, in _____, _____, as Bond Registrar (including its successors, the "**Bond Registrar**"). This Bond, as to principal and premium, if any, when due, will be payable in lawful money of the United States upon presentation and surrender of this Bond at the corporate trust office of _____, in _____, _____, as Paying Agent (including its successors, the "**Paying Agent**"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding the interest payment date and shall be paid by check or draft of the Bond Registrar, payable without presentation in lawful money of the United States, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. The Bonds are payable from net revenues (the "**Net Revenues**") of the Village's

Waterworks and Sewerage System (the "**System**") and, although it is expected, and has been certified, that the Bonds are to be paid from such Net Revenues, which Pledged Revenues are pledged to the payment thereof, second, junior and subordinate to any bonds or other obligations thereon having or to have a prior claim, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount (that is, Pledged Taxes) are irrevocably pledged for the punctual payment of the principal of and interest on this Bond, according to the terms thereof.

[2] This Bond is one of a series of Bonds issued in the aggregate principal amount of _____, which are all of like tenor, except as to maturity, interest rate and right of and redemption, and which are authorized and issued under and pursuant to and in accordance with Ordinance No. ____, adopted by the President and Board of Trustees of the Issuer on January 24, 2022, and entitled: "AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS" (with respect to which undefined terms herein shall have the meanings therein, the "Bond Ordinance", as supplemented and amended), pursuant to the Constitution and laws of the State, including Section 15 of the Local Government Debt Reform Act of the State (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes, in connection with "alternate bonds", as supplemented and amended), Division 139 of Article 11 of the Illinois Municipal Code (Section 5/11-139-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes), as supplemented and amended, and applicable law in connection with the application of Net Revenues, including by the Intergovernmental Cooperation Act [5 ILCS 220/1 *et seq.]*, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State, the Registered Bond Act, the Illinois Bond Replacement Act, and the Bond Authorization Act. The Bonds are issued to pay costs to finance the acquisition, construction and installation of various improvements, extensions and facilities of the System of the Village, and related facilities, improvements and costs, including the construction of a new water tower in the Village, and to pay costs of issuance of the Bonds.

[3] [Insert, as applicable: Bonds of this series maturing December 1, 20__, are Term Bonds (the "**Term Bonds**"), subject to mandatory sinking fund redemption in the principal amount on December 1 of each of the years, as follows:

December 1, 20__ Term Bonds

Year	**Principal Amount ($)**
20__	,000
20__	,000
20__	,000
20__	,000*

*To be paid at maturity unless previously retired.]

[Insert, as applicable: Bonds of this series maturing on and after December 1, 20__, shall be subject to optional redemption prior to maturity on and after December 1, 20__, in whole on any date or in part on any interest payment date, in any order specified (but in inverse order if none is specified) of maturity, at a redemption price of par, plus accrued interest to the date fixed for redemption. OR: The Bonds of this series are not subject to call for optional redemption.]

[4] In the event of the redemption of less than all the Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be $5,000 or an authorized integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each $5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

[5] The Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on the redemption date, together with interest to such redemption date, prior to the redemption date. Notice of the redemption of Bonds shall be given by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on the registration books therefor. The Bonds or portions thereof specified in such notice shall become due and payable at the redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, remain on deposit with the Paying Agent, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner), then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the registered owner thereof, for the unredeemed balance of the Bond so surrendered, Bonds of like maturity and of the denomination of $5,000 or any authorized integral multiple thereof.

[6] All notices of redemption shall include at least the information as follows: (1) the redemption date; (2) the redemption price; (3) if less than all of the Bonds of a given maturity are to be redeemed, the identification and, in the case of partial redemption of the Bonds, the respective principal amounts of the Bonds to be redeemed; (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from such date; and (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent.

[7] This Bond is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner

or by such Registered Owner's duly authorized attorney, and thereupon a new registered Bond or Bonds, in the denominations of $5,000 or any authorized integral multiple thereof and of the same aggregate principal amount as this Bond shall be issued to the transferee in exchange therefor. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any authorized denomination.

[8] The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day of the month next preceding any interest payment date and ending on such interest payment date[or during a period of fifteen (15) days next preceding the mailing of a notice of redemption which could designate all or a part of such Bond for redemption, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (I5) days next preceding mailing of a notice of prepayment and redemption of any Bonds]. The Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Bond. No other charge shall be made for the privilege of making such transfer or exchange. The Issuer, the Paying Agent and the Bond Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

[9] No recourse shall be had for the payment of any Bonds against the Village President or any member of the President and Board of Trustees or any other officer or employee of the Issuer (past, present or future) who executes any Bonds, or on any other basis. The Issuer may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

[10] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

[11] The Issuer has designated the Bonds of this series as "**qualified tax-exempt obligations**" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

[12] It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Bond in order to make it a legal, valid and binding general obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Bonds of which this Bond is one, together with all other indebtedness of the Issuer is within every debt or other limit prescribed by law.

[13] **IN WITNESS WHEREOF**, the Village of Lemont, Cook, DuPage and Will Counties, Illinois, has caused this Bond to be executed in its name and on its behalf by the manual or duly authorized facsimile signature of its Village President, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of its Village Clerk, all as of the Dated Date set forth above.

(SEAL)

VILLAGE OF LEMONT, Cook, DuPage and Will Counties, Illinois

Attest:

_____ _____

Village Clerk Village President

[14] CERTIFICATE OF AUTHENTICATION

Dated: _____

This is one of the General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2022, described in the within mentioned Bond Ordinance.

_____,

_____, _____ as Bond Registrar

By:_____

Authorized Signer

Bond Registrar and Paying Agent: _____, _____

[14] ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

_____

[Name, Address and Tax Identification Number of Assignee]

the within Bond and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____ _____

Signed

Signature Guarantee By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.1 AD-15))

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Levy and Extension of Taxes. For the purpose of providing the money required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall be levied upon all the taxable property within the Issuer's corporate limits in each year while any of the Bonds shall be Outstanding, direct annual taxes sufficient for that purpose (the "**Levied Taxes**" or "**Pledged Taxes**") and there is hereby levied upon all of the taxable property within the Issuer's corporate limits, in addition to all other taxes, the direct annual taxes, in the amounts for each year, commencing not before levy year 2021 and ending not later than 2041 (in an amount not to exceed $525,000 per levy year), as applicable and as shall be specified in one or more Bond Orders.

To the extent lawful, interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when such taxes shall have been collected, reimbursement shall be made to such fund or funds from which such advance was made in the amounts thus advanced.

As soon as this Ordinance becomes effective, a copy thereof, certified by the Village Clerk of the Village, which certificate shall recite that this Ordinance has been duly adopted, shall be filed with the County Clerks of Cook, DuPage and Will Counties, Illinois (the "**County Clerks**"), who are hereby directed to ascertain the rate percent required to produce the aggregate tax provided to be levied in the years, as set forth above and to extend the same for collection on the tax books in connection with other taxes levied in each of such years, in and by the Issuer for general corporate purposes of the Issuer, and in each of such years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for each of such years are levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein authorized as the same become due and payable.

The Issuer covenants and agrees with the registered owners of the Bonds that so long as any of the Bonds remain Outstanding, and except as to conform the tax levies to actual interest rates in a Bond Order different than as set forth in Section 3a above, the Issuer will not cause the abatement of the foregoing taxes and otherwise will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing taxes, unless and to the extent there then shall be moneys irrevocably on deposit therefor in the applicable debt service account or accounts established under Section 12 and Section 13 below. The Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the applicable debt service accounts established in Section 12 and Section 13 below to pay the principal of and interest on the Bonds; and whenever the debt service deposit requirements in this paragraph have been satisfied, the Corporate Authorities shall duly direct the abatement of the Pledged Taxes for the year with respect to which such taxes have been levied, to the extent so satisfied, and appropriate certification of such abatement shall be timely filed with the County Clerks in connection with such abatement. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay debt service in respect of such abatement, the additional amount, together with additional interest accruing, shall be added to the tax levy in the year of, or the next year following, such failure.

Pursuant to Section 13 of the Debt Reform Act, the moneys deposited or to be deposited into the Bond Fund (as defined herein), including any tax receipts derived from the taxes levied pursuant to this Ordinance, are pledged as security for the payment of the Bonds. While any Bonds remain outstanding and unpaid, the tax levies to be made as provided by this Ordinance shall be for the sole benefit of the owners of the outstanding Bonds and such owners shall have and are granted a security interest in, and a lien upon, all rights, claims and interests of the Village arising pursuant to those levies and all present and future proceeds of such levies. The security interest in and lien upon those rights, claims and interests are immediately valid and binding from the time the Bonds are issued, and shall immediately attach to (a) the tax receipts wherever held, (b) amounts held in the Bond Fund and other funds pledged for the benefit of holders of the Bonds (the "**Bondholders**"), and (c) those rights, claims and interests pledged hereby, without any physical delivery or further act and the lien of such pledge shall be immediately valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Village or against the funds, rights, claims or interests pledged hereby irrespective of whether such parties have notice thereof.

The pledge is an agreement between the Village and the Bondholders to provide security for the Bonds in addition to any statutory lien.

Section 11. Alternate Bond Fund. There is hereby created a special fund of the Issuer, which fund shall be held separate and apart from all other funds and accounts of the Issuer and shall be known as the "**Alternate Bond Fund**" (the "**Bond Fund**"). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Revenues and to receive and disburse Pledged Taxes for the Bonds. All payments made with respect to the Bonds from the Pledged Revenues shall be made directly from the Senior Debt Service Account of the Bond Fund. The Bond Fund constitutes a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by this Ordinance.

Any Pledged Taxes received by the Issuer shall promptly be deposited into the Senior Debt Service Account of the Bond Fund.

Pledged Taxes on deposit to the credit of the Senior Debt Service Account of the Bond Fund shall be fully spent to pay the principal of and interest and premium, if any, on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Senior Debt Service Account of the Bond Fund.

Section 12. Abatement of Pledged Taxes. Whenever funds in an amount not less than the debt service requirement for the subsequent calendar year are on deposit in the Bond Fund, the Corporate Authorities shall by adoption of an appropriate ordinance direct the abatement of the Pledged Taxes by such amount, and proper notification of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

Section 13. Related Agreements. Each applicable Purchase Agreement and Disclosure Agreement, in substantially the forms thereof presented before the meeting of the Corporate Authorities at which this Ordinance is adopted, shall be and are hereby approved and authorized to be executed, delivered, and performed.

The Official Statement in connection with the Bonds, as presented before the Corporate Authorities in preliminary form, shall be and is hereby approved, deemed final under Rule 15c2-12 and is authorized to be used by the Underwriter in the offering and sale of the Bonds. The Preliminary Official Statement is hereby authorized to be completed to constitute a final Official Statement under such Rule 15c2-12. The Issuer is authorized to cooperate with the Underwriter in connection with compliance by the Underwriter with Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board related to the Bonds.

All things done with respect to the Purchase Agreement, Bond Order, Disclosure Agreement and the Official Statement by the Designated Representatives or the Village Attorney, in connection with the issuance and sale of the Bonds, shall be and are hereby in all respects ratified, confirmed and approved. The Designated Representatives, the Village Attorney and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Issuer, each and every thing necessary for the issuance of the Bonds, including the proper execution, delivery and performance by the Issuer of the Official Statement and the Purchase Agreement, Bond Order, Disclosure Agreement, and related instruments and certificates, such documents to be in substantially the form presented at the meeting of the Corporate Authorities at which this Ordinance is adopted, with such changes therein as the officers executing them shall approve, and the purchase by and delivery of the Bonds to or at the direction of the Underwriter.

No elected or appointed officer of the Issuer is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation in the Purchase Agreement.

Section 14. Special Funds and Accounts. Upon the issuance of any of the Bonds, the Issuer shall continue to be operated on a Fiscal Year basis (May 1 to April 30). All of the Pledged Revenues when received by the Village Treasurer or other financial officer of the Issuer receiving Pledged Revenues, subject to any prior lien or pledge, shall be set aside as and when received and shall be deposited in a separate fund and in an account in a bank to be designated or continued, as the case may be, by the Issuer, which fund is created and established or, as applicable, continued, as the Issuer's "**Revenue Fund**" (the "**Fund**"), which shall constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of this Ordinance, including, without limitation, the establishment therein of the "**Bond and Interest Account**" (within which shall be a Junior Debt Service Account, and therein a separate subaccount identified for each series of Bonds) with respect to Junior Bonds (i.e., the Bonds) and may be a Senior Debt Service Account with respect to Senior Bonds), the "**Depreciation Account**" and the "**Surplus Account.**"

There shall be credited and paid into the Revenue Fund, on or before the business day next preceding the first day of each month, by the Village Treasurer or other appropriate financial officer of the Issuer, without any further official action or direction other than this Ordinance, in the order in which such Accounts are hereinafter mentioned, subject to the requirements of any account having a prior claim, all moneys in the Fund in accordance with the following provisions (provided that receipts of Pledged Taxes for debt service shall be credited or deposited directly into a separate subaccount under (a) or (b) below, as applicable):

(a) **Senior Debt Service Account**: After any initial deposit required by this Ordinance, there shall be deposited and credited to the Senior Debt Service Account and held, in cash and investments, a fractional amount (not less than 1/6) of the interest becoming due on the next succeeding interest payment date on all outstanding senior bonds and also a fractional amount (not less than 1/12) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal maturity date of all of the Outstanding Senior Bonds until there shall have been accumulated and held in cash and investments in such Account on or before the month preceding such interest payment date or principal maturity date, or both, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in such Senior Debt Service Account, the fraction shall be so computed that a sufficient amount will be set aside in such Senior Debt Service Account and will be available for the prompt payment of such principal of and interest on all Outstanding Senior Bonds and shall be not less than one-sixth (1/6) of the interest becoming due on the next succeeding interest payment date and not less than one-twelfth (1/12) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal payment date on all Outstanding Senior Bonds until there is sufficient money in such Senior Debt Service Account to pay such principal or interest, or both.

Credits into such Senior Debt Service Account may be suspended in any bond year at such time as there shall be a sufficient sum held in cash and investments in such Account to meet principal and interest requirements in such Account for the balance of such bond year, but such credits shall again be resumed at the beginning of the next bond year. All moneys in such Senior Debt Service Account shall be used only for the purpose of paying interest and principal and applicable premium on Outstanding Senior Bonds.

(b) **Junior Debt Service Account**: After any initial deposit required by subsection (a) above, there shall be deposited and credited to the Junior Debt Service Account and held, in cash and investments, a fractional amount (not less than 1/6) of the interest becoming due on the next succeeding interest payment date on all outstanding Junior Bonds and also a fractional amount (not less than 1/12) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal maturity date of all of the Outstanding Junior Bonds until there shall have been accumulated and held in cash and investments in such Account on or before the month preceding such interest payment date or principal maturity date, or both, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in such Junior Debt Service Account, the fraction shall be so computed that a sufficient amount will be set aside in such Junior Debt Service Account and will be available for the prompt payment of such principal of and interest on all Outstanding Junior Bonds and shall be not less than one-sixth (1/6) of the interest becoming due on the next succeeding interest payment date and not less than one-twelfth (1/12) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal payment date on all Outstanding Junior Bonds until there is sufficient money in such Junior Debt Service Account to pay such principal or interest, or both.

Credits into such Junior Debt Service Account may be suspended in any bond year at such time as there shall be a sufficient sum held in cash and investments in such Account to meet principal and interest requirements in such Account for the balance of such bond year, but such credits shall again be resumed at the beginning of the next bond year. All moneys in such Junior Debt Service Account shall be used only for the purpose of paying interest and principal and applicable premium on Outstanding Junior Bonds.

(c) Depreciation Account: There shall next be paid into the Depreciation Account, after the required payments have been made into the accounts above referred to, the sums from time to time as the Issuer directs, and thereafter no additional payments shall be made into such Account except that when any money is paid out of such Account, monthly payments into such Account shall be made in the amounts from time to time as the Issuer directs.

The moneys in the Depreciation Account shall be used to pay the cost of such replacements and repairs to the Project as may be necessary from time to time for the continued effective and efficient operation of the Project. Each expenditure to be made from such Account to pay the cost of necessary replacement and repairs to the Project, as above provided for, shall be made only after the Issuer has certified that such expenditure is necessary to the continued effective and efficient operation of the Project. If necessary, the moneys in such Account may be applied to prevent or remedy a default in the payment of the principal of or interest on the Bonds. When any amount is withdrawn from such Account and applied, the amount so applied shall be added to the amount to be thereafter paid into such Account until full reimbursement to such Account has been made.

(d) Surplus Account: All moneys remaining in the Fund, after crediting the required amounts to the respective Accounts above, and after making up any deficiency in the Accounts above, shall be credited to the Surplus Account and then, such surplus shall be used, if at all, for one or more of the following purposes, without any priority among them:

(1) For any authorized general or specific corporate purpose for which Net Revenues may be lawfully expended; or

(2) For the purpose of calling and redeeming Outstanding Bonds payable from applicable Pledged Revenues; or

(3) For the purpose of paying principal and interest and applicable premium on any subordinate bonds or obligations for which Net Revenues may be lawfully expended; or

(4) For any other lawful purpose for which Net Revenues may be lawfully expended, including the purchase of Outstanding Bonds at a price of not to exceed par plus any premium and accrued interest.

(e) Investments: Money to the credit of any Debt Service Account may be invested from time to time by the Village's Treasurer in (i) interest-bearing bonds, notes, or other direct full faith and credit obligations of the United States, (ii) obligations unconditionally guaranteed as to both principal and interest by the United States, or (iii) certificates of deposit or time deposits of

any bank or savings and loan association, as defined by Illinois laws, provided such bank or savings and loan association is insured by the Federal Deposit Insurance Corporation or a successor corporation to the Federal Deposit Insurance Corporation and provided further that the principal of such deposits are secured by a pledge of obligations as described in this Ordinance in the full principal amount of such deposits, or otherwise collateralized in such amount and in such manner as may be required by law. Such investments may be sold from time to time by the Village Treasurer as funds may be needed for the purpose for which such Accounts have been created. Other investments shall be in Qualified Investments in accordance with applicable law.

All interest on any funds so invested shall be credited to the applicable Account of the Fund and is deemed and allocated as expended with the next expenditure or expenditures of money from the applicable Account of the Fund.

Moneys in any of such accounts shall be invested by the Village Treasurer, if necessary, in investments restricted as to yield, which investments may be in U.S. Treasury Securities - State and Local Government Series, if available, and to such end the Village Treasurer shall refer to any investment restrictions covenanted by the Village or any officer as part of the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

Section 15. Bond Proceeds Account. Except for accrued interest, if any, received on the sale of the Bonds (and an amount of applicable principal proceeds of the Bonds (the "**Bond Proceeds**") or other available funds to pay interest to and including the first interest payment date as specified in a Bond Order), which shall be deposited upon issuance of the Bonds into the Junior Debt Service Account and Debt Service Fund, all remaining proceeds derived from the sale of the Bonds, and net of applicable issuance costs directly to be paid by the Underwriter, shall be deposited in the "**Bond Proceeds Account,**" which is hereby established as a special account of the Issuer. Moneys in the Bond Proceeds Account shall be used for the purposes specified in Section 3 of this Ordinance and for the payment of costs of issuance of such Bonds, but may hereafter be reappropriated and used for other lawful purposes in accordance with applicable law. Before any such reappropriation shall be made, there shall be requested and filed with the Village Clerk of the Issuer an opinion of Ice Miller LLP, Chicago, Illinois, or other nationally recognized Bond counsel ("**Bond Counsel**") to the effect that such reappropriation is authorized and will not adversely affect the tax-exempt status of the Bonds under Section 103 of the Code.

A duplicate copy of the order signed by the Village President, or such other officer(s) as may from time to time be by law authorized to sign and countersign orders of the Issuer, the Bond Proceeds Account and the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities.

Section 16. Expense Fund. The sum necessary, as determined by the Designated Representatives, of the Bond Proceeds shall be disbursed by the Underwriter to pay costs of issuance upon the delivery of the Bonds or, to the extent not so disbursed by the Underwriter, shall be deposited into a separate and segregated fund, hereby created, to be known as the "**Expense Fund**" and shall be used by the Village Clerk or Village Treasurer, as applicable, to pay costs of issuance of the Bonds in accordance with normal Village disbursement procedures. Any funds remaining to the credit of the Expense Fund on the date which is six months following the date of

delivery of the Bonds shall be transferred by the Village Clerk or Village Treasurer, as applicable, to the Bond Proceeds Account.

Section 17. Project Fund. From the Bond Proceeds, the sum necessary, as determined by the Designated Representatives, shall be used to pay costs of the Project and to that end shall be deposited into a separate and segregated account of the Village, hereby created, and to be known as the "**Capital Projects Fund**" (the "**Project Fund**"). Monies on deposit in and to the credit of the Project Fund shall be disbursed by the Village Treasurer from time to time as needed, without further official action or direction of the Corporate Authorities, in accordance with normal Village procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the Village Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Village Treasurer, without further official action of or direction by the Corporate Authorities, to the Bond Proceeds Account. Monies on deposit in and to the credit of the Project Fund may be invested by the Village Treasurer in any investments lawful under Illinois law for Village funds, without further official action of or direction by the Corporate Authorities.

Without further official action of or direction by the Corporate Authorities, if necessary to ensure the timely payment of principal of and interest on the Bonds, monies on deposit in the Project Fund may be transferred by the Village Treasurer at any time to the Bond Proceeds Account in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be promptly repaid upon the collection of Pledged Taxes.

Section 18. Issuance of Additional Bonds. The Issuer reserves the right to issue:

(a) Parity Bonds payable from Pledged Revenues without limit provided that the Pledged Revenues, as determined or as adjusted as hereinbelow set out shall be sufficient to provide for or pay all of the following (as applicable): (i) Operation and Maintenance Expenses of the Waterworks and Sewerage System (with respect to Waterworks and Sewerage System Net Revenues and the Bonds), as the case may be, (but not including depreciation), (ii) debt service on all Outstanding bonds payable from such Pledged Revenues computed immediately after the issuance of any proposed Parity Bonds, (iii) all amounts required to meet any fund or account requirements with respect to such Outstanding bonds, (iv) other contractual or tort liability obligations then due and payable, if any, and (e) an additional amount not less than 0.25 times debt service (as provided in Section 15 of the Debt Reform Act) on such of the Alternate Bonds as shall remain Outstanding bonds after the issuance of the proposed Parity Bonds. Such sufficiency shall be calculated for each year to the final maturity of such Alternate Bonds which shall remain Outstanding after the issuance of the proposed Parity Bonds. The determination of the sufficiency of the applicable Pledged Revenues shall be supported by reference to the most recent audit of the Issuer, which audit shall be for a Fiscal Year ending not earlier than eighteen (18) months prior to the time of issuance of the proposed Parity Bonds. If such audit shows the applicable Pledged Revenues to be insufficient, then the determination of sufficiency, supported by a "**report**" under the Debt Reform Act, may be made in either of the following two ways:

(1) The applicable source of Pledged Revenues in connection with the Bonds may be adjusted in the event there has been an increase in the rates or revenues of the Waterworks and

Sewerage System, as the case may be, from the revenues or the rates in effect for the Fiscal Year of such audit (if such rate increase is still in effect at the time of the issuance of such proposed Parity Bonds) or other applicable Pledged Revenues to show such Pledged Revenues as they would have been if such increased rates had been in effect during all of said Fiscal Year. Any such adjusted statement of Pledged Revenues shall be evidenced by the certificate of an independent consulting engineer, an independent certified public accountant or an independent financial consultant employed for such purpose, in accordance with applicable law.

(2) The determination of sufficiency of such Pledged Revenues may be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, demonstrating the sufficiency of the applicable Pledged Revenues and explaining by what means they will be greater than as shown in the audit and sufficient under the Debt Reform Act.

The reference to and acceptance of an audit, an adjusted statement of the Pledged Revenues, or a report, as the case may be, and the determination of the Corporate Authorities of the sufficiency of the applicable Pledged Revenues shall be conclusive evidence that the conditions of this Section 16(a) have been met and that the Parity Bonds are properly issued hereunder; and no right to challenge such determination is granted to the registered owners of the Bonds.

(b) Bonds or other obligations payable from applicable Pledged Revenues subordinate to the lien of any prior or superior bonds which remain Outstanding after the issuance of such bonds or other obligations.

Section 19. Arbitrage Rebate. The Issuer shall comply with the provisions of Section 148(f) of the Code, relating to the rebate of certain investment earnings at periodic intervals to the United States to the extent that there shall have been filed with the Village Clerk of the Issuer an opinion of Bond Counsel to the effect that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds under Section 103 of the Code. There is hereby authorized to be created a separate and special account to be known as the "**Rebate Account,**" into which there shall be deposited as necessary investment earnings to the extent required so as to maintain the tax-exempt status of the interest on the Bonds under Section 148(f) of the Code. All rebates, special impositions, or taxes for such purpose payable to the United States (Internal Revenue Service) shall be payable from applicable excess earnings or other sources which are to be deposited into the appropriate Rebate Account.

Section 20. Investment Regulations. All investments shall be in Qualified Investments, unless otherwise expressly herein provided. No investment shall be made of any moneys in the Junior Debt Service Account or the Bond Proceeds Account, except in accordance with the tax covenants and other covenants set forth in Section 21 of this Ordinance. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held.

Any moneys in any fund or account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Fiscal Service. The Village

Treasurer or other appropriate financial officer of the Issuer and agents designated by such officer are hereby authorized to submit on behalf of the Issuer subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 21. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond Proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-1 *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the "**Regulations**"). The covenants and agreements contained herein and at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant, and represent as follows:

(a) The Bonds are being issued to finance the Project and related costs and expenses, and all of the Bond Proceeds, plus all investment earnings thereon, are needed for the purposes for which the Bonds are being issued.

(b) The Issuer has entered into, or did within six months from the date of issue of the Bonds enter into, binding contracts or commitments obligating it to spend at least 5% of the proceeds of the Bonds for constructing, acquiring and installing the Project. The work of acquiring, constructing, and installing the Project will continue to proceed with due diligence to completion within three (3) years of issuance, at which time all of the Bond Proceeds are expected to be spent.

(c) The Issuer has on hand no funds which could legally and practically be used for the Project which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Bond Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used to finance the Project, or (ii) to replace any proceeds of the Bonds or any prior issuance of obligations by the Issuer. No portion of any issue of the Bonds is being issued solely for the purpose of investing Proceeds at a Yield higher than the Yield on any issue of Bonds. For purposes of this Section, "**Yield**" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the Bonds, including accrued interest, and the purchase price of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(d) All Bond Proceeds, net of accrued interest and issuance costs directly paid by the Underwriter, will be deposited in the Bond Proceeds Account and used to pay costs of the Project and costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds will be deposited in the Junior Debt Service Account and/or the Debt Service Fund and used to pay the first interest due on the Bonds. Earnings on the investment of moneys in any fund or account or subaccount will be credited to that fund or account. Other costs, including

issuance costs of the Bonds, will be paid directly from other proceeds or from the Bond Proceeds Account, and no other moneys are expected to be deposited therein. This Ordinance provides that moneys in a Depreciation Account may be applied to pay debt service on the Bonds in the event there shall be an insufficiency therefor. However, due to the expected application of such moneys to pay costs of replacement, repair and extraordinary maintenance of the Waterworks and Sewerage System, it is unlikely such moneys will be available for such purpose. Interest on and principal of the Bonds will be paid from the Junior Debt Service Account and the Debt Service Fund.

(e) The Junior Debt Service Account and the Debt Service Fund are established to achieve a proper matching of revenues and earnings with debt service in each year of the Bonds. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Junior Debt Service Account and the Debt Service Fund will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Junior Debt Service Account and the Debt Service Fund will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Junior Debt Service Account and the Debt Service Fund will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Junior Debt Service Account and the Debt Service Fund, or (ii) in the aggregate, one-twelfth (1/12th) of the annual debt service on the applicable series of related Bonds.

(f) Other than the Junior Debt Service Account and the Debt Service Fund, no funds or accounts, including any Depreciation Account, have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) **(i)** All amounts on deposit in the Bond Proceeds Account or in the Junior Debt Service Account and Debt Service Fund and all Bond Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth above, shall be invested at market prices and at a Yield not in excess of the Yield on such Bonds plus, for amounts in the Bond Proceeds Account to be applied to finance the applicable projects with excess proceeds, 1/8 of 1%.

(ii) The following may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Code (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any

registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**");

(B) amounts deposited in the Junior Debt Service Account that are reasonably expected to be expended within thirteen (13) months from the deposit date and have not been on deposit therein for more than thirteen (13) months;

(C) amounts, if any, in the Bond Proceeds Account constituting excess proceeds to be applied to a project to the earlier of completion (or abandonment) of such improvements or three (3) years from the date of issue of the Bonds for such project;

(D) an amount not to exceed the lesser of $100,000 or 5% of a particular series of Bond proceeds;

(E) all amounts for the first thirty (30) days after they become Gross Proceeds (e.g., date of deposit in any fund or account securing a particular series of Bonds); and

(F) all amounts (other than with respect to refundings) derived from the investment of the Proceeds for a period of one (1) year from the date received.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) Pursuant to Section 148(f)(4)(D) of the Code, the Issuer is not excepted from the required rebate of arbitrage profits on the Bonds. The Issuer is a governmental unit with general taxing powers, none of the Bonds is a "**private activity bond**" as defined in Section 141(a) of the Code, and all the net proceeds of the Bonds are to be used for the local government activities of the Issuer (i.e., the Project), the aggregate face amount of all tax-exempt obligations (and excluding "**private activity bonds**" as defined in the Code) to be issued by the Issuer and all subordinate entities thereof (of which there are none) during the calendar year of issuance of the Bonds is reasonably expected to exceed $5,000,000 to be taken into account under such Section 148(f)(4)(D).

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not be, directly or indirectly: (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(m) No user of the Project, other than a state or local government unit, will use such Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of such Project as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(n) Beginning on the 15th day prior to the sale date of the Bonds, the Issuer has not sold or delivered, and will not sell or deliver (nor will it deliver within 15 days after the date of issuance of such Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of the Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-0 *et seq.* of the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of the interest on the Bonds to which such Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances, and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be private activity bonds, arbitrage bonds or hedge bonds within the meaning of Sections 141, 148 or 149(g) of the Code, and of applicable regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with all present federal tax law and related regulations and with whatever federal tax law is adopted and regulations promulgated in the future which apply to such Bonds and affect the tax-exempt status of such Bonds.

Section 22. Further Assurances and Actions. The Corporate Authorities hereby authorize the Designated Representatives, to make such further filings, covenants, certifications and supplemental agreements (including but not limited to Purchase Agreements, Bond Orders,

Disclosure Agreements, and arbitrage regulation agreements) as may be necessary to assure that the Project, the Bonds, and related proceeds, will not cause any of the Bonds to be private activity bonds, arbitrage bonds or hedge bonds and to assure that the interest on the Bonds will be excluded from gross income for federal income tax purposes and that there will be compliance by the Underwriter with Rule 15c2-12. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the Issuer, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

Section 23. General Covenants. The Issuer covenants and agrees with the registered owners of the Outstanding Bonds, so long as there are any Outstanding Bonds (as defined herein) of the applicable series, as follows:

(a) The Issuer will take all action necessary to impose, levy, and collect the Pledged Revenues, Levied Taxes and Pledged Taxes in the manner contemplated by this Ordinance and such Pledged Revenues shall not be less than as shall be required under Section 15 of the Debt Reform Act to maintain the Bonds as Alternate Bonds according to their respective terms.

(b) In connection with Alternate Bonds, the Issuer covenants that it will, while any of the Bonds shall remain outstanding, charge rates and fees (including for usage of the Waterworks and Sewerage System) which are sufficient to provide for or pay each of the following in any given year: (1) Operation and Maintenance Expenses of the Waterworks and Sewerage System (but not including depreciation); (2) debt service on all Outstanding revenue bonds payable from the Pledged Revenues; (3) all amounts required to meet any fund or account requirements with respect to the Bonds or any other obligations payable from applicable Pledged Revenues; (4) any other contractual or tort liability obligations, if any, payable from applicable Pledged Revenues; and (5) in each year, an amount not less than 1.25 times the debt service for all (i) Alternate Bonds payable from applicable Pledged Revenues, and the Bonds Outstanding; and (ii) Alternate Bonds proposed to be issued and payable from the Pledged Revenues.

(c) Whenever the 125% coverage in subsection (b) above is not effected or any Alternate Bonds under this Ordinance at any time fail to qualify as Alternate Bonds not subject to any applicable debt limit under Section 15 of the Debt Reform Act applicable Pledged Taxes are extended and collected as in Section 10 hereof, the Issuer covenants to promptly have prepared a financial analysis of Net Revenues of the Waterworks and Sewerage System by an independent consulting accountant or other qualified professional employed for that purpose, and further, to send a copy of such analysis, when completed, to the Underwriter of the Bonds along with a letter indicating what action the Issuer has taken responsive to such study and to comply with Section 15 of the Debt Reform Act.

(d) The Issuer will make and keep proper books and accounts (separate and apart from all other records and accounts of the Issuer), in which complete entries shall be made of all transactions relating to the Pledged Taxes, the Levied Taxes, the Pledged Revenues and the operation of the Waterworks and Sewerage System, and hereby covenants that within 120 days following the close of each Fiscal Year, it will cause the books and accounts related to the Pledged Revenues and the Waterworks and Sewerage System and the Pledged Taxes and Levied Taxes, to be audited by independent certified public accountants. Such audit will be available for inspection by owners of any of the Bonds. Supplemental to the Disclosure Agreement, upon availability, the Issuer upon request will send to the Underwriter a copy of such audit and of its general audit in each year. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein, shall, without limiting the generality of the foregoing, include the following:

(i) A balance sheet as of the end of such Fiscal Year, including a statement of the amount held in each of the funds and accounts under this Ordinance.

(ii) A list of all insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(iii) The amount and details of all Outstanding bonds.

(iv) The accountants comments regarding the manner in which the Issuer has carried out the accounting requirements of this Ordinance (including as to the Alternate Bond status of the Bonds) and has complied with Section 15 of the Debt Reform Act, and the accountants recommendations for any changes.

It is further covenanted and agreed that a copy of each such audit upon request shall be furnished upon completion to the Underwriter.

(e) The Issuer will keep its books and accounts in accordance with generally accepted fund reporting practices for local government entities and enterprise funds; provided, however, that the monthly credits to the Junior Debt Service Account and the Debt Service Fund shall be in cash, and such funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at the lower of the cost or market price on the valuation date thereof, which valuation date shall be not less frequently than annually.

(f) The Issuer will take no action in relation to the Pledged Revenues or the Levied Taxes or the Pledged Taxes which would unfavorably affect the security of any of the Outstanding Bonds or the prompt payment of the principal and interest thereon or qualification of any Bonds as Alternate Bonds.

(g) The owner of any Bond may proceed by civil action to compel performance of all duties required by law and this Ordinance.

(h) The Issuer will adopt a budget and/or approve appropriations for the Waterworks and Sewerage System and its general fund prior to the beginning of each Fiscal Year (or in the next quarter if applicable law permits), subject to all applicable state laws, providing for payment of all sums to be due in the Fiscal Year or Bond Year so as to comply with the terms of this Ordinance. The budget may include in its estimate of income the use of available surplus moneys or other funds of the Issuer appropriated for such purposes. If during the Fiscal Year there are extraordinary receipts or payments of unusual cost, the Issuer will adopt an amended budget for the remainder of the Fiscal Year, providing for receipts or payments pursuant to this Ordinance.

(i) The Issuer will comply with the special covenants concerning Alternate Bonds as required by Section 15 of the Debt Reform Act and this Ordinance.

(j) The Issuer will not sell, lease, loan, mortgage or in any manner dispose of or encumber the Waterworks and Sewerage System or the Project (subject to the right of the Issuer to issue additional bonds (i.e. including Parity Bonds) as provided in this Ordinance, to issue obligations subordinate to the applicable Outstanding Bonds, and to dispose of real or personal property which is no longer useful or necessary to the operation of the Waterworks and Sewerage System or to the function of the Project), and the Issuer will take no action in relation to the Waterworks and Sewerage System or the Project which would unfavorably affect the security of any of applicable Outstanding Bonds or the prompt payment of the principal and interest thereon.

(k) The Issuer will pay, or cause to be paid, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed, imposed or levied against the Waterworks and Sewerage System or the Issuer or to the Project.

(l) The Issuer will carry insurance on the Waterworks and Sewerage System and on the Project of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the Issuer for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited in a segregated insurance account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss. The payment of premiums for all insurance policies required under the provisions of this covenant in connection with the facilities related to the Bonds shall be considered an Operation and Maintenance Expense for the Waterworks and Sewerage System. The proceeds derived from any and all policies for workers compensation or public liability shall be paid into a segregated account and used in paying the claims on account of which they were received.

(m) After their issuance, to the extent lawful, the Bonds shall be incontestable by the Issuer.

Section 24. Ordinance to Constitute a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be

performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds. All of the Alternate Bonds issued under this Ordinance, regardless of the time or times of their issuance, shall be of equal rank in the related or shared Pledged Revenues without preference, priority or distinction of any of such Bonds over any other thereof, except as expressly provided in or pursuant to this Ordinance. This Ordinance, as supplemented and amended, shall constitute full authority for the issuance of the Bonds, and to the extent that the provisions thereof conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this Ordinance shall control.

Section 25. Treatment of Bonds as Debt. The Bonds are to be payable from the Pledged Revenues and shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 10 hereof, in which case the amount of the Alternate Bonds then Outstanding shall be included in the computation of indebtedness of the Issuer for purposes of all statutory provisions or limitations until such time as an audit of the Issuer shall show that the Bonds have been paid from the Pledged Revenues for the Alternate Bonds for a complete Fiscal Year, in accordance with the applicable law.

Section 26. Defeasance. Any Bond or Bonds which (a) are paid and canceled, (b) which have matured and for which sufficient sums been deposited with the paying agent to pay all principal and interest due thereon, or (c) for which sufficient funds and defeasance obligations have been deposited with the paying agent or similar institution having trust powers to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security of the Outstanding Bonds. All covenants relative to the payment, registration, transfer, and exchange are expressly continued for all Bonds whether Outstanding Bonds or not. For purposes of this Section, "Defeasance Obligations" means (a) direct and general full faith and credit obligations of the United States Treasury ("Directs"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 27. Severability and No Contest. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance or any ordinance supplemental hereto. Upon the issuance of the Bonds, neither the Bonds nor this Ordinance shall be subject to contest by or in respect of the Issuer, to the extent lawful.

Section 28. Bank Qualified Bonds. Pursuant to Section 265(b)(3) of the Code, the Issuer as applicable at the time of sale and delivery of the Bonds shall designate in an applicable Bond Order such Bonds as "**qualified tax-exempt obligations**" as defined in Section 265(b)(3) of the Code. The Issuer by any such designation represents that the reasonably anticipated amount

of tax-exempt obligations that will be issued by the Issuer and all subordinate entities (of which there are none) of the Issuer during the calendar year in which the Bonds are issued will not exceed $10,000,000 within the meaning of or to be taken into account under Section 265(b)(3) of the Code. The Issuer by any such designation covenants that in that connection it will not so designate and issue more than $10,000,000 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section, the term "**tax-exempt obligations**" includes "**qualified 501(c)(3) bonds**" (as defined in the Section 145 of the Code) but does not include other "**private activity bonds**" (as defined in Section 141 of the Code). The Issuer anticipates designating the Bonds as "**qualified tax-exempt obligations,**" but reserves the right in a Bond Order to redesignate such Bonds.

Section 29. Conflict. All ordinances, resolutions, or parts thereof in conflict herewith be and the same are hereby superseded to the extent of such conflict and this Ordinance shall be in full force and effect forthwith upon its adoption.

Section 30. Effective Date. This Ordinance shall become effective immediately upon its passage and approval in the manner provided by law, and upon its becoming effective and upon or prior to the issuance of any Bonds a certified copy of this Ordinance shall be filed with the County Clerks.

Upon motion by Trustee _____, seconded by Trustee _____, adopted this 24th day of January, 2022, by roll call vote as follows:

Ayes (Names): _____

_____

Nays (Names): _____

Absent (Names): _____

APPROVED: January 24, 2022

(SEAL)

ATTEST:

_____
Village President

_____
Village Clerk

4881-9496-0391.3

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Cook County, Illinois, and as such official I do further certify that on the ____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

duly adopted by the Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, on the 24th day of January, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2022.

_____
County Clerk of Cook County, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of DuPage County, Illinois, and as such official I do further certify that on the ____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

duly adopted by the Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, on the 24th day of January, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2022.

_____
County Clerk of DuPage County, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Will County, Illinois, and as such official I do further certify that on the ____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $7,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

duly adopted by the Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, on the 24th day of January, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2022.

_____
County Clerk of Will County, Illinois

(SEAL)

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance Approving a Development Agreement with Teton Development, LLC (Copper Ridge Residential Development)
DATE: January 24, 2022

SUMMARY/BACKGROUND
The applicant, Teton Development LLC, is requesting approval of a Development Agreement for a Planned Unit Development (PUD) with a rezoning of a portion of the subject property from R-5A, Single-Family Detached and Attached Residential District to R-6, Multi-Family Residential District, to allow for a 79-unit mixed single-family home, duplex and triplex subdivision, Copper Ridge. Teton Development LLC is a subsidiary of Beechen & Dill Homes with active and completed subdivisions in Lemont and the surrounding communities.

Within the proposal there are 19 detached single-family homes, 6 duplex homes (12 dwelling units) and 16 three-unit townhomes (48 dwelling units). A public park will be constructed near the entrance to the subdivision with dedicated on-street parking allowing safe and accessible use by Lemont residents. An all-way stop sign with pedestrian upgrades and crossings will be made at the intersection of Timberline Drive and Copper Ridge Drive. A path connection to the adjacent Lemont Township open space to the south of the development will be constructed by the Village following input from the Township, offering access to additional recreation activity. The developer will escrow funds for a future multi-use side path on Timberline Drive north of the development's proposed entrance.

A public hearing was held at the regularly scheduled Planning and Zoning Commission (PZC) Meeting on December 1, 2021. The PZC voted in favor (7-0) to recommend with conditions.

The Committee of the Whole discussed this case at the December 20, 2021 meeting.

ANALYSIS
The Comprehensive Plan future land use designates the subject property as Contemporary Neighborhood (CTP) with a Conservation Design Overlay. The proposed Copper Ridge subdivision was found to be sufficiently consistent with the future land use goals and other recommendations in the plan.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the Development Agreement.

BOARD ACTION REQUESTED

Motion to approve.

ATTACHMENTS

An Ordinance Approving a Development Agreement with Teton Development, LLC

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH TETON DEVELOPMENT, LLC

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH TETON DEVELOPMENT, LLC

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

WHEREAS, the Village is desirous to enter into a development agreement with Teton Development, LLC for a 69 acre lot located in the Village of Lemont, Illinois, as more specifically described in the donation agreement attached as **Exhibit "A"** ("Agreement"); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with Teton Development, LLC.

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

SECTION 1: RECITALS.

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

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Agreement with Teton Development, LLC in substantially the same form as attached hereto as Exhibit A, subject to attorney review, and any applicable competitive bidding requirements are hereby waived, if necessary.

SECTION 3:

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

SECTION 4:

All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5:

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	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

DEVELOPMENT AGREEMENT
(COPPER RIDGE RESIDENTIAL DEVELOPMENT)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into at Lemont, Illinois, as of the Effective Date (as hereinafter defined), by and between the **VILLAGE OF LEMONT**, an Illinois municipal corporation (the "VILLAGE") and **TETON DEVELOPMENT, LLC**, an Illinois limited liability company or its assign (hereinafter referred to as "DEVELOPER") (the VILLAGE and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES").

This Agreement shall supersede all prior development agreements, ordinances and annexation agreements between the VILLAGE and the former developers relating to the Subject Property including, but not limited to: (i) Ordinance No. O-44-19, "An Ordinance Granting a Special Use for a Preliminary Planned Unit Development to Taylor Morrison of Illinois, (ii) Ordinance No. O-24-19, "An Ordinance Approving a Donation Agreement", (iii) Ordinance No. O-46-19, "An Ordinance Approving a Development Agreement with Taylor Morrison of Illinois", (iv) Annexation Agreement between the VILLAGE and Intrepid Investment Partners-Lion's Park LLC., a Michigan limited liability company and Pulte Home Company LLC., a Michigan limited liability company, approved as Ordinance No. O-28-17; and (v) Village Ordinance O-30-17 Granting a Preliminary Plan/Plat Approval For A Special Use For A Preliminary Planned Unit Development (PUD) and Zoning Map Amendment with respect to the Subject Property. The Village hereby acknowledges that the prior annexation agreement approved as Ordinance O-28-17 was rescinded pursuant to Ordinance No. O-47-19 and is of no further force and effect and the development agreement approved as Ordinance No. O-

46-19 is of no force and effect as Taylor Morrison of Illinois failed to acquire ownership of the Subject Property as required by Paragraph 10 of said prior development agreement.

PREAMBLES

A. The Copper Ridge Subdivision consists of sixty (60) single-family attached lots suitable for sixty (60) single-family attached homes, nineteen (19) single-family detached lots suitable for nineteen (19) single-family detached homes, one (1) lot to be utilized as a community park site as well as common space lots intended to be owned and maintained by a homeowner's association as legally described and depicted on **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"). DEVELOPER is the owner of the approximately sixty-nine (69) acre Subject Property.

B. DEVELOPER intends to build single-family detached homes and townhomes on the Subject Property consistent with the approved development plans attached hereto as Exhibit B, including the Final Subdivision PUD For Copper Ridge Subdivision prepared by Designtech Engineering, Inc., dated September 27, 2021, last revised December 14, 2021 , Final Engineering Plans prepared by Designtech Engineering, Inc., dated September 30, 2021, last revised December 22, 2021, and the Final Landscape Plans prepared by Metz and Company, dated September 10, 2021, last revised October 29, 2021 (hereinafter collectively referred to as "Development Plans"). The PARTIES agree that changes to the Development Plans shall be permitted to address future comments from the VILLAGE engineer, VILLAGE arborist and MWRD without the need to amend this Agreement.

C. The PARTIES desire to enter into this binding development Agreement confirming the zoning of the Subject Property in the VILLAGE's R-5(A) (PUD) Single-

Family Detached and Attached Residential Zoning District and R-6 Multi-Family Residential District to allow for construction of said single-family detached and attached homes on the Subject Property as depicted on the Development Plans and the performance of certain undertakings of the PARTIES, as set forth herein.

D. The DEVELOPER is about to materially change its position in reliance upon the execution of this Agreement by the VILLAGE and the performance by the VILLAGE of its undertakings contained herein.

E. DEVELOPER seeks certain assurances from the VILLAGE regarding the zoning and subdivision of the Subject Property under the VILLAGE's Unified Development Ordinance ("UDO") and assurances as to other matters covered in this Agreement.

F. The Copper Ridge Subdivision will be developed pursuant to the terms and conditions of this Agreement.

G. The VILLAGE Board of Trustees, after due and careful consideration, has concluded that the development of the Subject Property on the terms and conditions herein set forth would further the VILLAGE's growth, increase the taxable value of the Subject Property within the VILLAGE, and otherwise enhance, promote, and serve the best interests and general welfare of the VILLAGE and its residents.

NOW, THEREFORE, in consideration of the foregoing preambles and in consideration of the mutual covenants, agreements and conditions hereinafter contained, and the benefits anticipated to inure to each of them, the PARTIES do hereby agree as follows:

1. PREAMBLES/EXECUTION OF THIS AGREEMENT/ACQUISITION OF SUBJECT PROPERTY.

1.1 PREAMBLES. The foregoing preambles are material to this Agreement and are incorporated herein, as if restated in their entirety in this Section 1.1. Additionally, Paragraph 2 of the introduction provided on page 1 of this Agreement is also incorporated herein. To avoid confusion, that paragraph provides as follows:

This Agreement shall supersede all prior development agreements, ordinances and annexation agreements between the VILLAGE and the former developers including, but not limited to: (i) Ordinance No. O-44-19, "An Ordinance Granting a Special Use for a Preliminary Planned Unit Development to Taylor Morrison of Illinois, (ii) Ordinance No. O-24-19, "An Ordinance Approving a Donation Agreement", (iii) Ordinance No. O-46-19, "An Ordinance Approving a Development Agreement with Taylor Morrison of Illinois", (iv) Annexation Agreement between the VILLAGE and Intrepid Investment Partners-Lion's Park LLC., a Michigan limited liability company and Pulte Home Company LLC., a Michigan limited liability company, approved as Ordinance No. O-28-17; and (v) Village Ordinance O-30-17 Granting a Preliminary Plan/Plat Approval For A Special Use For A Preliminary Planned Unit Development (PUD) and Zoning Map Amendment with respect to the Subject Property.

2. ZONING & SUBDIVISION.

2.1 ZONING AND VARIATIONS. The VILLAGE hereby confirms that the Subject Property was the subject of a public hearing on December 1, 2021 before the VILLAGE Plan Commission and as a result of that and Village Board action, shall be

zoned R-5(A) and R-6 as a planned unit development to allow for the construction nineteen (19) single-family detached homes and sixty (60) duplex homes and townhomes as depicted on the Development Plans. All zoning variances depicted on the Development Plans are hereby ratified and approved by the VILLAGE, including, but not limited to:

A. DEVIATION ALLOWING PETITIONER TO IMPROVE THE PARK SITE AND DEDICATE SAID IMPROVEMENTS ALONG WITH LAND IN SATISFACTION OF THE PARK LAND/CASH OBLIGATIONS

B. DEVIATION TO REDUCE THE INTERNAL RIGHT-OF-WAY WIDTHS FROM 66’ TO 60’.

C. DEVIATION TO REDUCE THE SIDEYARD SETBACK FROM 15’ TO 10’ IN THE R-6 ZONING DISTRICT.

D. DEVIATION TO ALLOW CENTERLINE RADIUS OF 150’ IN LIEU OF 200’

E. DEVIATION TO ALLOW CUL-DE-SAC LENGTHS IN EXCESS OF 300’

F. DEVIATION TO ALLOW DETENTION POND DEPTHS IN EXCESS OF 4’ WITH BOUNCE UP TO 6.5’

G. DEVIATION FOR SIDE SLOPES IN THE DETENTION BASINS OF 4 TO 1

H. DEVIATION FOR BACKSLOPES AND SIDESLOPES OF 3 TO 1 IN ALL PONDS AND OPEN SPACE AREAS

I. DEVIATION TO ALLOW DRIVEWAY CONCRETE THICKNESS OF 5 INCHES

J. DEVIATION TO NOT INSTALL SIDEWALK ALONG TIMBERLINE DRIVE NORTH OF THE SUBDIVISION ACCESS POINT AND ALONG THE NORTH SIDE OF COPPER RIDGE DRIVE

K. DEVIATION TO PERMIT LOT WIDTHS OF LESS THAN 80', LOT COVERAGE IN EXCESS OF 65%, MINIMUM LOT AREA OF LESS THAN 2,500 SQUARE FEET PER UNIT AND MINIMUM LOT SIZES OF LESS THAN 10,000 SQUARE FEET IN THE R-6 ZONING DISTRICT.

Additionally, any necessary UDO exceptions mistakenly not addressed in this Agreement that are required to develop the Subject Property according to this Agreement and the Development Plans shall be approved by the Village in accordance with Code requirements and Village procedures. The VILLAGE hereby agrees to approve any final development plans which are in substantial conformance to the Development Plans.

3. TERMINATION OF EXISTING ANNEXATION AGREEMENT & PRELIMINARY PUD PLAN AND PLAT ORDINANCE. By prior action the Village Board has taken all action necessary to terminate the prior ANNEXATION AGREEMENT and PRELIMINARY PUD PLAN AND PLAT ORDINANCES which shall as of the effective date hereof be of no further force or effect whatsoever. The PARTIES acknowledge that upon termination of said EXISTING ANNEXATION AGREEMENT and PRELIMINARY PUD PLAN AND PLAT ORDINANCES the Subject Property shall continue to be annexed to the VILLAGE pursuant to VILLAGE Ordinance O-29-17 approved on April 10, 2017.

4. DEVELOPMENT STANDARDS.

4.1 DEVELOPMENT AND SUBDIVISION SIGNS. DEVELOPER, at its option and expense, may erect and maintain two (2) new off-site development signs advertising the Development. One of the two signs may be placed adjacent to the public right-of-way along Timberline Drive along the Subject Property frontage, and the other adjacent to Village right-of-way beyond the Subject Property frontage (e.g. Alba, New Avenue, etc.) subject to a written license agreement from the land owner of said property authorizing placement of said sign. The Development Signs may be two-sided or v-shaped, with each sign face permitted to have a maximum area of forty eight (48) square feet and a maximum height of fifteen (15) feet. The signs shall be removed no later than the DEVELOPER's sale of the final lot comprising the Subject Property. DEVELOPER shall be permitted two (2) permanent subdivision signs at the entrance to the Subject Property, which may have a maximum sign area of sixty-four (64) square feet and a maximum height of five (5) feet each.

With regard to temporary marketing signage the following shall be permitted:

Temporary Sales Office Sign. One (1) sign, not greater than sixteen (16) square feet in area (double-sided), and not greater than six feet (6') in height, may be located in front of and near each sales office. The sign shall be removed within six (6) months of the completion and closing to a non-builder third party of ninety-five percent (95%) of the lot sales within the Subject Property.

On-Site Directional Signs.

Two (2) temporary directional signs, not greater than six (6) square feet in area (double-sided) and three and one half feet (3.5') in height may be installed at each intersection between a model unit or sales office and each entrance to the Subject

Property. Said signs may be installed within a public right-of-way subject to the reasonable approval of the Village for safety-site distances. Said signs shall be removed within six (6) months of the issuance of ninety-five percent (95%) of the certificates of occupancy within the Subject Property.

One (1) double-sided parking lot directional sign, not greater than six (6) square feet in area and six feet (6') in height may, be installed per model home parking lot. Said signs shall be removed within six (6) months of ninety-five percent (95%) issuance of certificates of occupancy within the Subject Property.

One (1) identification sign may be installed in front of each model home with a maximum of eight feet (8') in height and one hundred and twenty (120) square feet in size. Model home signs shall be removed upon issuance of an occupancy permit for the model.

Feather flags shall be permitted in front of each model home and along the entrance to the Subject Property. Said feather flags shall be removed within six (6) months of ninety-five percent (95%) issuance of certificates of occupancy within the Subject Property.

5. PUBLIC IMPROVEMENTS. The DEVELOPER shall be responsible for the installation of roadways, street lighting, detention areas, potable water, sanitary sewer, and street and traffic safety signage as depicted on the Development Plans. DEVELOPER shall have no other obligation to install any other improvements either on-site or off-site. Upon completion of the roadways, sidewalks, street lighting, potable

water improvements, sanitary sewer, and street and traffic safety signage improvements the VILLAGE shall accept ownership of said improvements and shall be responsible for the continued repair and maintenance of said public improvements. The DEVELOPER shall obtain and submit to the Village a letter of credit as required in Section 17.23.020(F) of the Village's UDO. The DEVELOPER shall be responsible for maintenance requirements provided in Section 17.23.090 of the Village UDO. If any public improvements are not completed in accordance with the UDO, the Village may use an existing letter of credit or other performance assurance pursuant to UDO to complete said improvements. The DEVELOPER shall be permitted to develop the Subject Property in phases as generally depicted on the Development Plans. Notwithstanding anything herein to the contrary, the DEVELOPER shall be relieved of all continuing responsibility as to a specific public improvement covered under any surety provided pursuant to this Agreement once the Village has made final acceptance of said public improvement required to be constructed with respect to the Subject Property (subject to the maintenance period which shall start of the date of acceptance for the specific public improvement). Each public improvement properly installed and guaranteed by the surety deposited with the Village, if requested by the DEVELOPER, may be proportionately reduced or released on an individual improvement-by-improvement basis upon the review and recommendation of the Village engineer. Upon completion of a major portion of the public improvements required with respect to a given phase of the development of the Subject Property, the surety shall be reduced by the Village within thirty (30) days of receiving a recommendation from the Village engineer and approval of the Village Board that said surety is to be reduced. The

reduction of said surety shall be in an amount proportional to the work then completed, as reviewed and recommended by the Village engineer. The Village agrees that said review by the Village engineer shall be of reasonable duration after the submittal of all documents required for said review and not to exceed thirty (30) days. The Village agrees not to condition the reduction in the surety on the construction of any public improvements not specifically included on the approved final engineering plans for said phase of development of the Subject Property. The Village shall promptly release any remaining retained amounts under the relevant Surety. With respect to snow removal within the Subject Property, the Village agrees to undertake all snow removal, snow plowing and salting of the interior roads within the Subject Property upon issuance of the 40th residential occupancy permit notwithstanding the fact that the interior roadways are likely to not have been dedicated and accepted by the Village at that point in time.

5.1 OVERSIZING. DEVELOPER shall not be required to oversize any on-site sanitary sewers, water mains, storm sewers, stormwater management facilities or other on-site improvements in connection with its construction of the Subject Property.

5.2 OFF-SITE IMPROVEMENTS. No off-site improvements shall be required of DEVELOPER, other than the installation of the 4-way stop and pavement markings at the intersection of Copper Ridge Drive and Timberline Drive as shown on the Final Engineer Plan.

6. RECAPTURE FEES/WATER AND SEWER AVAILABILITY.

6.1 RECAPTURE FEES. The VILLAGE and DEVELOPER acknowledge and agree that there are no outstanding recapture agreements applicable to the Subject

Property. Specifically, the VILLAGE hereby confirms the following recapture agreements shall not be applicable the DEVELOPER of Subject Property.

A. Ordinance No. 729 Effective April 27, 1992 – Water & Sewer

B. Ordinance No. 990 – Water & Sewer

6.2 WATER AND SEWER AVAILABILITY. Water and sewer service shall be provided to the Subject Property by the VILLAGE and Metropolitan Water Reclamation District. The VILLAGE represents that sufficient sanitary sewer capacity is available to serve the Subject Property and the VILLAGE will at all times reserve sufficient sanitary sewer capacity to serve the SUBJECT PROPERTY. The VILLAGE shall accept dedication of all sanitary sewer improvements upon completion. The VILLAGE shall permit connections to the existing VILLAGE sanitary sewers as generally depicted on the Development Plans and to furnish sanitary sewer service to the Subject Property. The VILLAGE represents that sufficient water capacity is available to serve the Subject Property and the VILLAGE will at all times reserve sufficient capacity to serve the SUBJECT PROPERTY. The VILLAGE shall accept dedication of all water mains upon completion. The VILLAGE shall permit connections to the existing VILLAGE water mains as generally depicted on the Development Plans and to furnish water to the Subject Property.

6.3 STORM WATER MANAGEMENT. The DEVELOPER shall install all storm water improvements as generally depicted on the Development Plans. Upon completion of said improvements the DEVELOPER may transfer ownership of the storm water improvements to a duly formed homeowner's association which shall be

responsible for the perpetual maintenance and repair of said storm water management improvements.

6.4 ARCHITECTURAL REQUIREMENTS. The DEVELOPER shall comply with the VILLAGE's UDO, the approved PUD, R-5(A) and R-6 zoning district and anti-monotony requirements with respect to the architectural design of the homes being constructed on the Subject Property. The VILLAGE hereby approves the building elevations as specified in Exhibit C which the DEVELOPER shall be allowed to construct on the Subject Property without the need for any further approvals from the Village. No other architectural requirements shall be applicable to the Subject Property other than those found in the PUD. Additionally, subject only to staff level review and approval which shall not be unreasonable withheld, the DEVELOPER may add additional single-family home styles, elevations and floor plans as long as they are generally consistent with the elevations attached hereto as Exhibit C.

7. IMPACT FEES, DONATIONS AND FEES.

7.1 VILLAGE FEES. DEVELOPER shall pay the development related impact fees identified on **Exhibit D** (the "Fees" or "Fee") (including, but not limited to, school and park land/cash fees, library donation fee, fire donation fee, and public safety donation fee). Other than as listed on Exhibit D and the VILLAGE's currently applicable building permit fees, occupancy permit fees, sewer and water connection fees, building plan review and inspection fees, engineering plan review and other consultant's fees) which shall be paid at the time of Building Permit or Certificate of Occupancy issuance, as applicable no other VILLAGE fees shall be applicable to the Subject Property. No Fee

shall not be increased for a period of five (5) years from recording of this Agreement. Any Fee reductions which are customarily and generally applicable throughout the VILLAGE as established from time to time by the VILLAGE shall be applicable and accrue to the benefit of the Subject Property.

7.2 TIMBERLINE DRIVE SIDEWALK. DEVELOPER shall have no obligation to install sidewalk or path along any portion of Timberline Drive. Notwithstanding anything herein to the contrary, DEVELOPER agrees that prior to recording the first final plat of subdivision, DEVELOPER shall escrow with the Village funds for the Village to utilize in the future to construct a public path along Timberline Drive located north of the Timberline Drive/Copper Ridge access point to the far northern property line of the Subject Property. The amount of the escrowed funds shall be one hundred percent (100%) of the Developer's engineer's estimate of probable costs for said path which is $27,625.00. At any time as deemed appropriate by the VILLAGE, the VILLAGE shall use said funds to install said path. Should the VILLAGE for any reason not commence actual physical construction of the path within four (4) years of the date of this Agreement, the VILLAGE shall immediately refund the path escrow funds to the DEVELOPER. Other than posting said escrow DEVELOPER shall have no further obligation with respect to path construction or contributions for path along Timberline Drive.

8. MODELS/SALES AND OFFICE TRAILERS.

Following approval of this Agreement, and approval by the Lemont Fire Protection District, DEVELOPER shall have the right to construct up to eight (8) model

homes and other appurtenant facilities on the Subject Property, including signs, banners, flagpoles, etc. on the model home lot(s) and in or adjacent to the right-of-way of the Subdivision entrances on Timberline Drive. Two (2) of such model homes may be used as a sales office or offices. In addition, up to six (6) construction trailers may be located on the Subject Property and used for storage.

9. BUILDING PERMITS/ OCCUPANCY CERTIFICATES.

9.1 BUILDING PERMITS. The VILLAGE shall issue building permits within fifteen (15) business days of application therefore, or issue a letter of denial within said period informing DEVELOPER specifically as to what corrections are necessary as a condition to the issuance of a building permit and specifying the section of any applicable code relied upon by the VILLAGE in its request for correction. Prior to issuance of the first building permit, the VILLAGE and DEVELOPER shall work together to review and approve a master plan set of architectural plans to help expedite the building permit review process.

9.2 OCCUPANCY CERTIFICATES. The VILLAGE shall issue to DEVELOPER temporary or final occupancy certificates within five (5) business days of application therefor or issue a letter of denial within said period informing DEVELOPER as to what corrections are necessary as a condition to the issuance of a certificate and specifying the section of any applicable code relied upon by the VILLAGE in its request for correction. DEVELOPER's inability, due to adverse weather conditions, to install driveways, service walks, sidewalks, stoops, landscaping and final grading, shall not delay the issuance of a temporary certificate of occupancy provided DEVELOPER

delivers additional security to the VILLAGE (that is similar in nature and form to the Subdivision Security) to assure the completion of said unfinished items. Once unfinished items have been completed and approved by the VILLAGE Engineer and Building Commissioner, the VILLAGE shall issue final occupancy certificates within the time prescribed herein and release the above described security.

10. VILLAGE ORDINANCES, CODES, RULES AND REGULATIONS.

10.1 AMENDMENTS. If, from time to time during the term of this Agreement, the provisions of any existing ordinances, codes, rules or regulations are amended or modified so as to impose requirements upon the construction of the Subject Property, or the construction of dwelling units or other improvements thereon or in connection therewith, which are more stringent than those existing as of the Effective Date, such amendment or modification shall not be effective as applied to the Subject Property for a period of five (5) years from the date of approval.

11. GENERAL PROVISIONS.

11.1 DORMANT SPECIAL SERVICE AREA. A dormant special service area will be established over the Subject Property, with the cooperation and participation of DEVELOPER to insure the maintenance in a first-rate condition for any common areas and retaining walls owned by the homeowner's association. The Village will have the right to activate the dormant special service area and extend the taxes upon failure of the homeowner's association to maintain the common areas and retaining walls in a first class condition.

11.2 RETAINING WALLS. Retaining walls located in the common area outlots, private lot easements, or in the right-of-way shown and depicted on the Engineering Plan shall not be dedicated to the Village and shall be constructed, installed and maintained by the DEVELOPER until such time as the maintenance obligation is transferred to a duly formed homeowner's association. The declaration of the homeowner's association shall contain provisions requirement that the homeowner's association defend and indemnify individual homeowners in the Copper Ridge Subdivision against liability for property damage or personal injury arising out of the maintenance and repair of the retaining walls.

11.3 PARK SITE DEDICATION & TOWNSHIP PATH CONNECTION. DEVELOPER shall dedicate outlot 80, which is approximately 25,000 square feet to the Lemont Park District after construction of the park improvements to be mutually agreed upon between the Lemont Park District and DEVELOPER. Said dedication and park improvements shall be in full satisfaction of any and all financial dedication/contribution requirements to the Lemont Park District. The VILLAGE, at the VILLAGE'S sole cost shall extend the township path system to the southern portion of the Subject Property to connect to outlot 82 which improvement shall be coordinated between the VILLAGE and Lemont Township and installed at a time as mutually agreed between the township and VILLAGE.

11.4 TIME OF ESSENCE/COOPERATION OF PARTIES. Time is of the essence of this Agreement and of each and every provision hereof. The PARTIES shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the VILLAGE, the calling of special meetings, the holding of

additional public hearings and the adoption of ordinances) to further the implementation of the provisions of this Agreement and the intentions of the PARTIES as reflected by the provisions of this Agreement. Specifically, but without limitation, in connection with DEVELOPER's performance of its obligations under this Agreement, the VILLAGE agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies and to cooperate otherwise to the extent necessary to assure DEVELOPER's performance of those obligations.

11.5 CONFLICT WITH ORDINANCES. If any pertinent existing resolutions or ordinances, or interpretations thereof, of the VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the Development.

11.6 TERM. This Agreement shall be binding upon and inure to the benefit of the PARTIES, the successors to DEVELOPER, and any successor municipal authorities of the VILLAGE and successor municipalities, for a period of twenty (20) years commencing with the Effective Date of this Agreement, and for whatever additional period of time agreed to by the PARTIES in writing. In the event the zoning of the Subject Property or the execution and delivery of this Agreement is challenged either directly or indirectly in any court proceeding which shall delay the construction of the Development, the period of time during which such litigation is pending, to the extent permitted by law, shall not be included in calculating such twenty (20) year term.

11.7 ASSIGNABILITY. This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Subject Property provided, however, that DEVELOPER shall not assign its rights or delegate its duties hereunder and such rights shall not inure to subsequent owners of the Subject Property unless the VILLAGE provides its prior written express consent of the proposed assignee of such rights, which consent shall not be unreasonably withheld. The PARTIES agree that it shall be unreasonable for the VILLAGE to withhold its consent if the proposed assignee is an affiliate or entity controlled by DEVELOPER or an unrelated experienced, reputable, qualified and significant DEVELOPER of the type of residential community contemplated in this Agreement. If the DEVELOPER desires the VILLAGE approve an assignment, it shall make such request to the VILLAGE in writing, which request shall identify the proposed assignee, and the DEVELOPER shall provide the VILLAGE with all information reasonably requested by the VILLAGE with respect to the proposed assignee's qualifications.

11.8 NOTICES. All notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxes to the PARTIES at the following facsimile numbers:

(A)	If to VILLAGE:	George Schafer, Village Administrator Village of Lemont 418 Main Street Lemont, Illinois 60439
	With a copy to:	Michael B. Stillman, Esq. Village Attorney

3318 West 95th Street
Evergreen Park, Illinois 60805

(B) If to DEVELOPER: Matthew G. Dill, Manager
Teton Development, LLC
13102 Eliza Court
Lemont, Illinois 60439

With a copy to: Vincent M. Rosanova, Esq.
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, Illinois 60540

Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner specified below. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. mails, in the case of notice set by certified or registered mail.

11.9 SEVERABILITY. If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

11.10 REMEDIES. Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive or otherwise available to any party at law or in equity.

11.11 BREACH OF AGREEMENT. In the event of a material breach of this Agreement, the PARTIES agree that the party alleged to be in breach shall have thirty (30) days notice of said breach to correct the same prior to the non-breaching party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

11.12 DEFAULT CURE. If any of the PARTIES shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or any extension of said thirty (30) day period if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default.

11.13 NO WAIVER. The failure of any of the PARTIES to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

11.14 INTEGRATION/EXHIBITS. This Agreement constitutes the entire agreement and understanding of the PARTIES relative to the subject matter hereof superseding all prior agreements, understandings and negotiations (all of which are expressly merged herein). All exhibits to this Agreement are incorporated herein by this reference thereto.

12. EFFECTIVE DATE.

The "Effective Date" of this Agreement shall be the date this agreement is approved by the Village Board of Lemont and signed by both the VILLAGE and DEVLOPER.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement this

_____ day of _____, 2022.

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By:_____
Mayor

Attest:_____
Village Clerk

DEVELOPER: TETON DEVELOPMENT, LLC.,
an Illinois limited liability company

BY:_____

ITS: _____

BY:_____

ITS: _____

Exhibits

A – Legal Description of Subject Property
B – Approved Final Development Plans
C – Approved Elevations
D – Applicable Fees

EXHIBIT A

Legal Description of Subject Property

LOTS 1-85 AND OUTLOTS A, B, C, D, E. AND F AS SHOWN ON THE FINAL PLAT & P.U.D. OF COPPER RIDGE RECORDED _____, AS DOCUMENT NUMBER _____, BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: (UNDERLYING)
22-30-204-004-0000
22-30-204-009-0000
22-30-203-002-0000
22-30-101-020-0000
22-30-203-001-0000

COMMON ADDRESS: 100 W. NEW AVENUE, LEMONT, IL 60439
40 TIMBERLINE DRIVE, LEMONT, IL 60439

EXHIBIT B

Approved Final Development Plans

LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
150 0 75 100
(IN FEET)
1 inch = 150 ft.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

FINAL P.U.D. OF COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGEND

Symbol	Meaning
● 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	N	NORTH
(###.##')	RECORD DIMENSION	S	SOUTH
###.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

ADDRESS

100 NEW AVENUE
LEMONT, ILLINOIS 60439

BASIS OF BEARING

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

AREA DATA (EXISTING)

PARCEL ONE:	23,306 SQ. FT.
PARCEL TWO:	72,766 SQ. FT.
PARCEL THREE:	1,668,839 SQ. FT,
PARCEL FOUR:	1,311,653 SQ. FT.
TOTAL AREA:	3,076,564 SQ. FT. OR 70.63 ACRES

APPROVED ZONING PER PUD PLAT

ZONING:R-5A & R-6
SINGLE FAMILY LOTS: 19
MULTI-FAMILY LOTS: 60

SETBACK	R-5A REQ./ORDINANCE	R-5A APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	10'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN. LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	3,000 S.F.	3,000 S.F.
LOT COVERAGE:	55%	55%

SETBACK	R-6 REQ./ORDINANCE	R-6 APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	15'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN.LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	2,500 S.F.	2,500 S.F
LOT COVERAGE:	65%	65%

PROJECT DATA

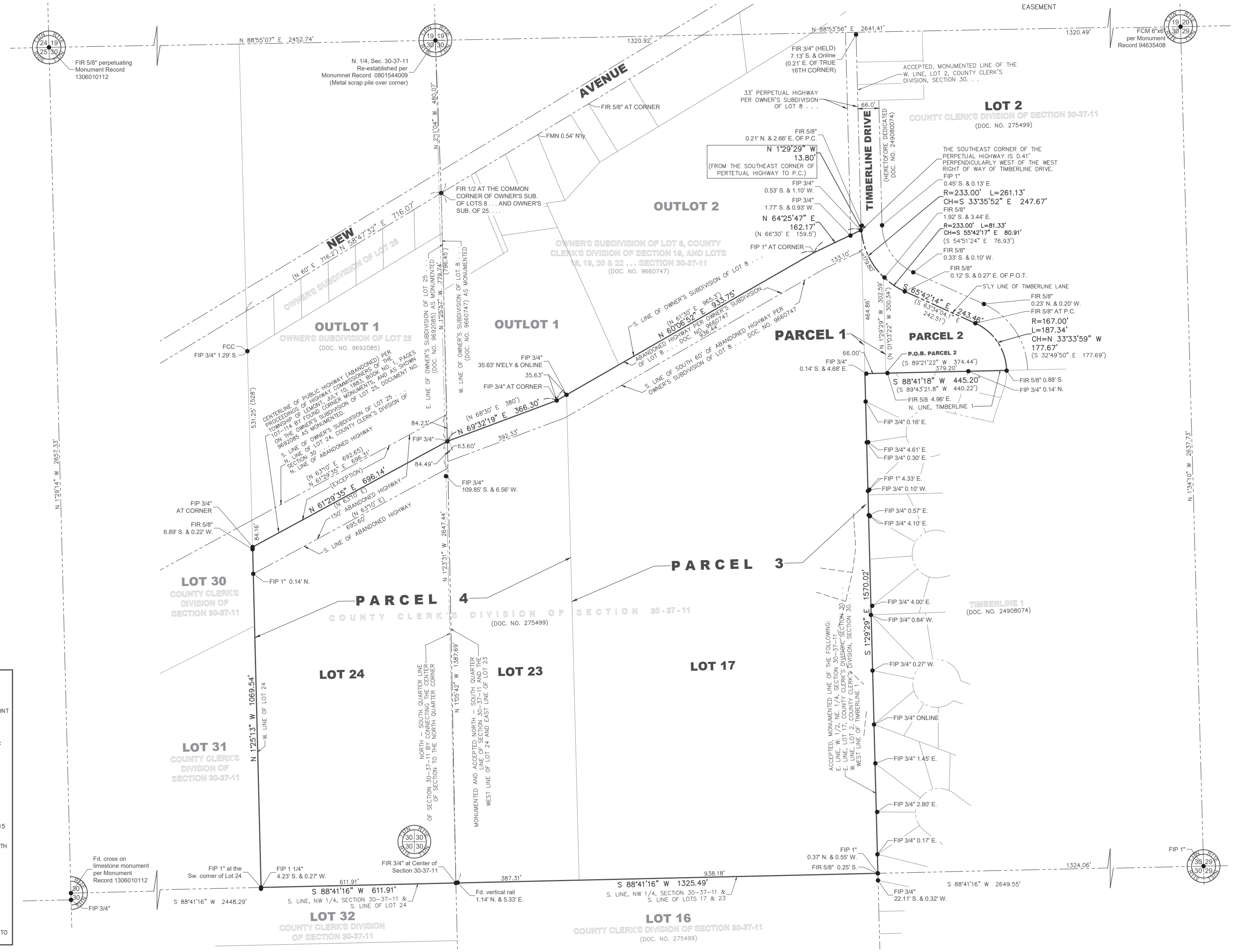
GROSS AREA OVERALL PROPERTY:	3,076,564 SQ. FT. OR 70.63 ACRES
LOT 85 (OPEN SPACE, NON-DEVELOPMENT, TO BE CONVEYED TO THE VILLAGE OF LEMONT)	1,310,692 SQ. FT. OR 30.09
NET AREA FOR DEVELOPMENT SITE:	1,765,842 SQ. FT. OR 40.54

COPPER RIDGE SITE (DEVELOPMENT SITE)

GROSS AREA	1,765,872 SQ. FT. OR 40.54 ACRES
R.O.W. DEDICATION (INTERNAL):	230,640 SQ. FT. OR 5.29 ACRES
MULTI-FAMILY LOTS (1-60):	392,983 SQ. FT. OR 9.01 ACRES
SINGLE FAMILY LOTS (61-79)	234,848 SQ. FT. OR 5.39 ACRES
STORM WATER & OPEN SPACE LOTS: (LOTS 80 THRU 85 & OUTLOTS A THRU F)	907,401 SQ. FT. OR 20.83 ACRES

SUBDIVISION NOTES

1. ALL AREAS ARE PLUS OR MINUS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL STREETS WITHIN COPPER RIDGE ARE HEREBY DEDICATED TO THE VILLAGE OF LEMONT FOR PUBLIC RIGHT OF WAYS AND UTILITY PURPOSES.
3. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT.
4. OUTLOTS A, B, C, D, E, F AND LOT 82 SHALL BE OPEN SPACE AND PUBLIC UTILITY & DRAINAGE EASEMENTS, AND MAINTAINED BY THE H.O.A. CC&R'S TO BE RECORDED UNDER SEPARATE DOCUMENT.
5. LOTS 1 – 79, TOGETHER WITH ANY COMMON ELEMENTS AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE H.O.A.
6. LOT 80 SHALL BE A PARK SITE AND MAINTAINED BY THE H.O.A. UNTIL CONVEYED TO THE LEMONT PARK DISTRICT.
7. LOTS 81, 83 & 84 SHALL BE CONSIDERED STORM WATER MANAGEMENT AND PUBLIC UTILITIES & DRAINAGE EASEMENTS AND MAINTAINED BY THE H.O.A.
8. ACCESS TO LOT 81 SHALL BE VIA AN INGRESS-EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80.
9. ACCESS TO OUTLOT 'A' SHALL BE VIA AN INGRESS-EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80 AND THE EAST 15 FEET OF LOT 81.
11. ACCESS TO OUTLOT 'B' SHALL BE VIA THE SOUTH 15 FEET OF LOTS 7 – 10, BOTH INCLUSIVE.
12. ACCESS TO OUTLOT 'C' SHALL BE VIA OUTLOT 'D' AND LOT 83.
13. ACCESS TO OUTLOT 'D' SHALL BE VIA COPPER RIDGE DRIVE.
14. ACCESS TO OUTLOT 'E' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.
15. ACCESS TO OUTLOT 'F' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.



NO.	DATE	REVISIONS DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	11/15/2021	NONE THIS SHEET	SJL
3.	12/14/2021	NONE THIS SHEET	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

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.: 21-0011
Scale: 1" = 150'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

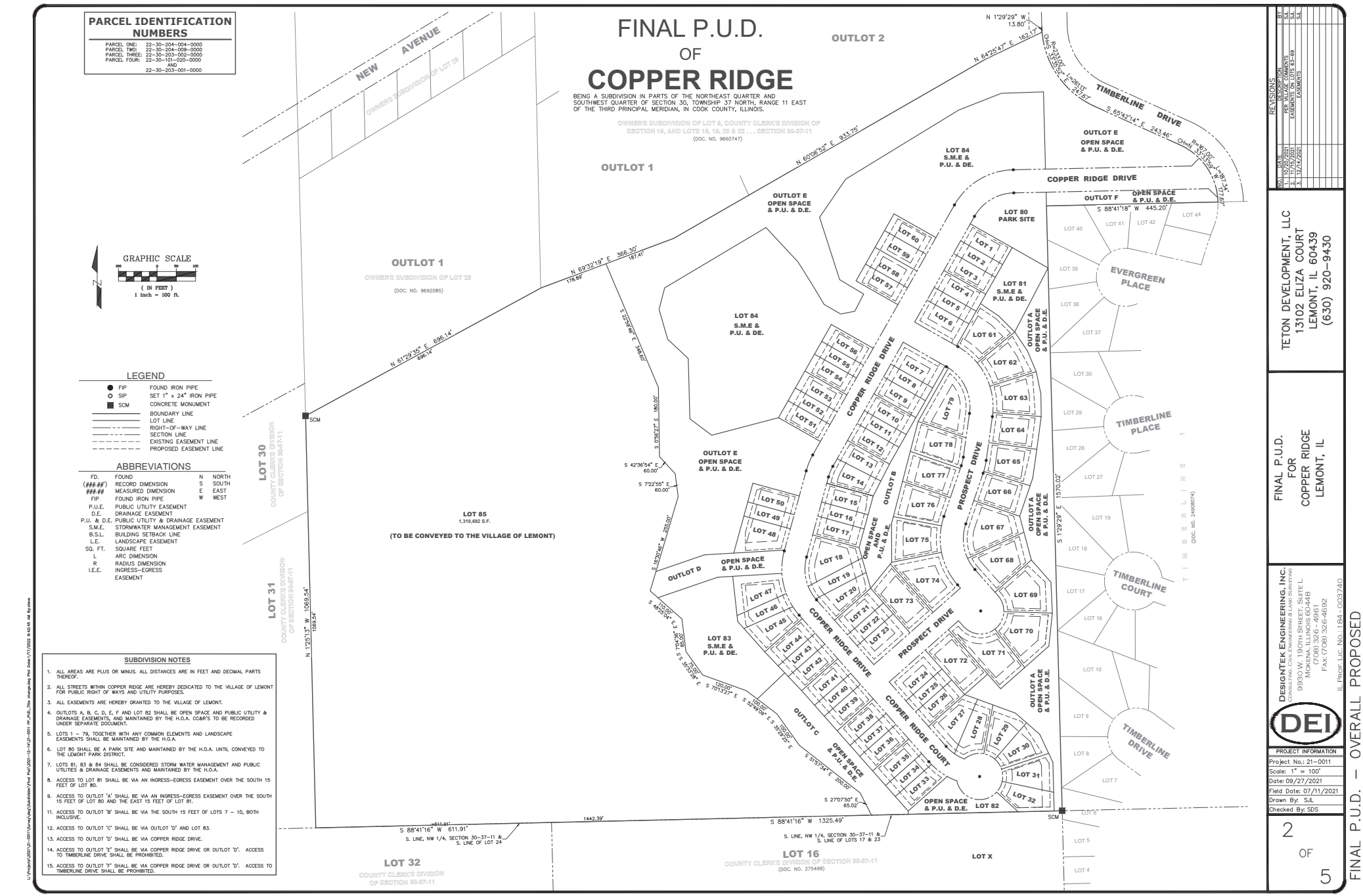
1 OF 5

FINAL P.U.D. – EXISTING CONDITIONS

L:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\2021-12-14\21-0011 FP_PUD_Title change.dwg Plot Date:1/17/2022 9:42:43 AM By:steve

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

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	N	NORTH
(###.##')	RECORD DIMENSION	S	SOUTH
###.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

SUBDIVISION NOTES

1. ALL AREAS ARE PLUS OR MINUS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL STREETS WITHIN COPPER RIDGE ARE HEREBY DEDICATED TO THE VILLAGE OF LEMONT FOR PUBLIC RIGHT OF WAYS AND UTILITY PURPOSES.
3. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT.
4. OUTLOTS A, B, C, D, E, F AND LOT 82 SHALL BE OPEN SPACE AND PUBLIC UTILITY & DRAINAGE EASEMENTS, AND MAINTAINED BY THE H.O.A. CC&R'S TO BE RECORDED UNDER SEPARATE DOCUMENT.
5. LOTS 1 – 79, TOGETHER WITH ANY COMMON ELEMENTS AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE H.O.A.
6. LOT 80 SHALL BE A PARK SITE AND MAINTAINED BY THE H.O.A. UNTIL CONVEYED TO THE LEMONT PARK DISTRICT.
7. LOTS 81, 83 & 84 SHALL BE CONSIDERED STORM WATER MANAGEMENT AND PUBLIC UTILITIES & DRAINAGE EASEMENTS AND MAINTAINED BY THE H.O.A.
8. ACCESS TO LOT 81 SHALL BE VIA AN INGRESS-EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80.
9. ACCESS TO OUTLOT 'A' SHALL BE VIA AN INGRESS-EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80 AND THE EAST 15 FEET OF LOT 81.
11. ACCESS TO OUTLOT 'B' SHALL BE VIA THE SOUTH 15 FEET OF LOTS 7 – 10, BOTH INCLUSIVE.
12. ACCESS TO OUTLOT 'C' SHALL BE VIA OUTLOT 'D' AND LOT 83.
13. ACCESS TO OUTLOT 'D' SHALL BE VIA COPPER RIDGE DRIVE.
14. ACCESS TO OUTLOT 'E' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.
15. ACCESS TO OUTLOT 'F' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.

REVISIONS		
NO.	DATE	
1.	10/20/2021	PER VILLAGE COMMENTS — SJL
2.	11/15/2021	EASEMENTS ON LOTS 63-69 — SJL
3.	12/14/2021	EASEMENTS — SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4992
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 100'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

2 OF 5

FINAL P.U.D. – OVERALL PROPOSED

U:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\21-0011 FP_PUD_Title exhibit.dwg Plot Date: 1/7/2022 9:43:45 AM Bpickrell

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

TYPICAL DUPLEX / TOWNHOME BUILDABLE LOT DETAIL (NOT TO SCALE)

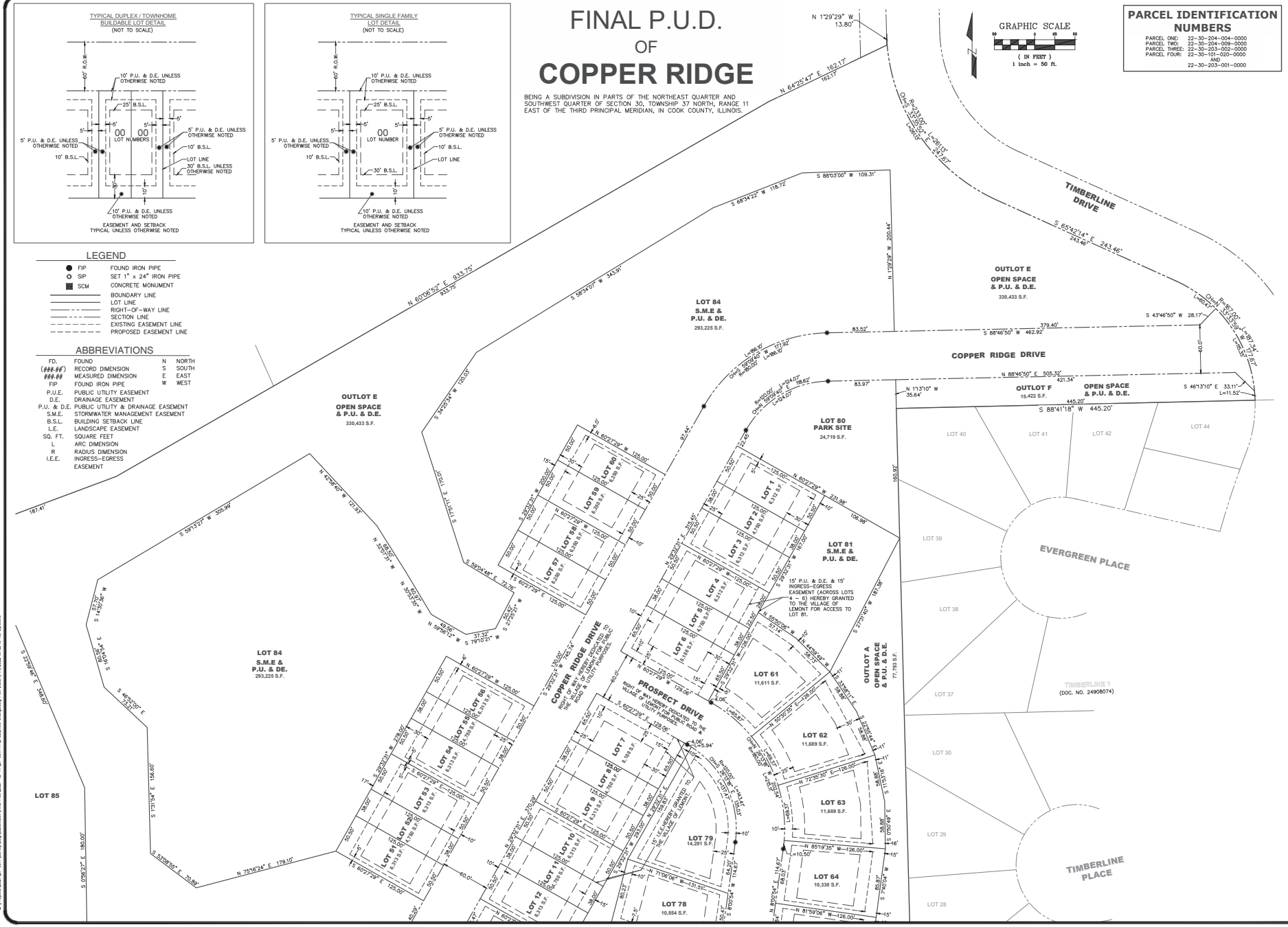
TYPICAL SINGLE FAMILY LOT DETAIL (NOT TO SCALE)

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	N	NORTH
(###.##)	RECORD DIMENSION	S	SOUTH
###.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		



REVISIONS		
NO.	DATE	DESCRIPTION
1.	10/20/2021	PER VILLAGE COMMENTS
2.	11/15/2021	EASEMENTS ON LOTS 63-69
3.	12/14/2021	EASEMENTS

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4992
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

3 OF 5

FINAL P.U.D. – PROPOSED NORTH

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

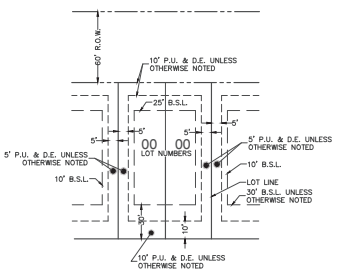
LEGEND

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

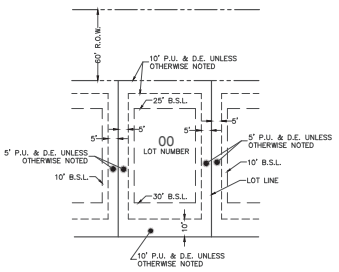
FD.	FOUND	N	NORTH
(####.##')	RECORD DIMENSION	S	SOUTH
####.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

TYPICAL DUPLEX / TOWNHOME BUILDABLE LOT DETAIL
(NOT TO SCALE)



EASEMENT AND SETBACK
TYPICAL UNLESS OTHERWISE NOTED

TYPICAL SINGLE FAMILY LOT DETAIL
(NOT TO SCALE)



EASEMENT AND SETBACK
TYPICAL UNLESS OTHERWISE NOTED

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	34.19	180.00	N13° 27' 24"E	34.14
C2	22.79	120.00	S13° 27' 24"W	22.76
C3	29.82	120.00	N22° 25' 19"E	29.75
C4	44.74	180.00	S22° 25' 19"W	44.62

7.5' P.U. & D.E. (EACH SIDE OF LOTS 30 AND 31) HEREBY GRANTED TO THE VILLAGE OF LEMONT & 7.5' INGRESS-EGRESS EASEMENT (EACH SIDE OF LOTS 30 AND 31) HEREBY GRANTED TO THE VILLAGE OF LEMONT FOR ACCESS TO OUTLOT 'A'

REVISIONS		
NO.	DATE	
1.	10/20/2021	PER VILLAGE COMMENTS
2.	11/15/2021	EASEMENTS ON LOTS 63-69
3.	12/14/2021	EASEMENTS

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4932
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

4 OF 5

FINAL P.U.D. - PROPOSED SOUTH

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 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

_______________________________________ 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 ____________________ AND

_____________________________, RESPECTIVELY, THE _______________________ AND

_____________________________, OF _____________________________, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, AS SUCH (TITLE) AND (TITLE) , RESPECTIVELY, 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

Original mylar submitted by and return to:

The Village of Lemont
418 Main Street
Lemont, Illinois 60439

Send all future tax bills to:

Teton Development, LLC
13102 Eliza Court
Lemont, Illinois 60439

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) / ENGINEER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _______)

I, ________________________, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS

IN THIS _______________________________________ SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

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

BY: _________________________
VILLAGE ENGINEER

INGRESS-EGRESS PROVISIONS

A permanent vehicular ingress and egress easement is hereby reserved and granted to the Village of Lemont and the owner and subsequent owner(s) of Lot 81 over part of Lot 80 as shown and designated on the annexed plat.

A permanent vehicular ingress-egress easement is hereby reserved and granted to the Village of Lemont and the owner or subsequent owner(s) of Outlot 'A' over part of Lot 80 and Lot 81 as shown and designated on the annexed plat.

A permanent vehicular ingress and egress easement is hereby reserved and granted to the Village of Lemont and the owner or subsequent owner(s) of Outlot 'B" over parts of Lots 7, 8, 9 and 10 as shown and designated on the annexed plat.

An access road shall be installed in accordance with the village standards and that Homeowners Association (H.O.A.) shall maintain the same in a state of good repair at all times in accordance with village ordinances.

The access road shall be kept free of obstructions in accordance with village ordinances.

The maintenance of pavement in accordance to village ordinances of the access road easements are the responsibility of the H.O.A. The H.O.A. shall identify the access road in accordance with village ordinances. the village is hereby authorized to cause such access road and utility easements to be maintained free and unobstructed at all times.

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 "outlots", "common elements", "open space", "open area", "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 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.

COMCAST COMMUNICATIONS PROVISIONS

An easement is hereby reserved and granted to COMCAST COMMUNICATIONS CORPORATION, operating within the Village of Lemont, it's successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of communication end 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 plot 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 end granted hereby.

RESPONSIBILITY OF H.O.A.

The Homeowners Association (H.O.A.) shall be responsible for maintenance of all landscaping areas within all of Lots 81, 82, 83 and 84, and Outlots A, B, C, D, E and F. The Homeowners Association shall maintain those specified areas and features described above 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 Owners fail to properly maintain these areas, the Village shall, upon seventy-two (72) hours prior notice to the H.O.A., have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the specified areas and features. 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 H.O.A.

In the event the Village shall perform, or have performed on its behalf, any maintenance work of the specified areas or features, 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 owners 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.

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:

PARCEL ONE
THAT PART OF THE WESTERLY 66 FEET OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, LYING SOUTHERLY OF THE SOUTHERLY LINE OF TIMBERLINE DRIVE AS DEDICATED IN TIMBERLINE I SUBDIVISION AS RECORDED APRIL 5, 1979, AS DOCUMENT NUMBER 24908074 AND LYING NORTHERLY OF THE NORTH LINE OF TIMBERLINE I SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL TWO
THAT PART OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF TIMBERLINE I SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979 AS DOCUMENT NUMBER 24908074, THAT IS 66 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREE 03 MINUTES 22 SECONDS WEST 300.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TIMBERLINE DRIVE AS DEDICATED IN SAID TIMBERLINE I WHICH IS 66.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 233.00 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 51 MINUTES 24 SECONDS EAST 76.93 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63 DEGREES 34 MINUTES 04.1 SECONDS EAST 242.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 167.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 49 MINUTES 50 SECONDS EAST 177.69 FEET TO A POINT ON THE NORTH LINE OF SAID TIMBERLINE I SUBDIVISION; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST 374.44 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE I TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL THREE
LOT 17 IN THE COUNTY CLERK'S' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID DIVISION RECORDED JUNE 8, 1880 AS
DOCUMENT 275499 IN BOOK 15 OF PLATS, PAGE 59. (EXCEPT FROM SAID PREMISES THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF OWNERS' SUBDIVISION RECORDED MAY 23, 1927 AS
DOCUMENT 9660747), IN COOK COUNTY, ILLINOIS.

PARCEL FOUR
LOT 23 (EXCEPT THAT PART IN OWNERS' SUBDIVISION) AND THAT PART OF LOT 24, LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY, AS RELOCATED BY PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT ON JULY 10, 1883 AS APPEARS IN SAID HIGHWAY COMMISSIONER'S RECORD BOOK NO. 1 AT PAGES 107 TO 114 IN COUNTY CLERK'S' DIVISION OF SECTION 30, 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 HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT IRON REBAR 5/8" 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 THE FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT PART OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% 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 17031C0567J, EFFECTIVE DATE ON 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 DEGREES FAHRENHEIT.

ALL CURVE LENGTHS SHOWN ARE ARC DIMENSIONS.

GIVEN UNDER MY HAND AND SEAL AT MOKENA, ILLINOIS, THIS 28TH DAY OF SEPTEMBER A.D., 2021.

STEVEN J. LAUB
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. #035-003160
LICENSE EXPIRES ON NOVEMBER. 30, 2022

PROFESSIONAL LAND SURVEYOR
STEVEN J LAUB
STATE OF ILLINOIS
035-003160
MOKENA, IL.

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

NO.	DATE	REVISIONS DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	12/14/2021	NONE THIS SHEET	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

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

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

5 OF 5

FINAL P.U.D. - CERTIFICATIONS

L:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\2021-12-14\21-0011 FP_PUD_Title change.dwg Plot Date:1/17/2022 9:42:54 AM By:steve

EXHIBIT C

Approved Elevations

EXHIBIT D

Applicable Fees

Developer Donations

	Pre-School	Elementary (K-5)	Junior High	Total K-8	High School	Adults	Total per D.U.
	0-4 years	5-10 years	11-13 years	5-13 years	14-17 years	(18+ years)	
Type of Unit							
Detached Single Family							
2 Bedroom	0.113	0.136	0.048	0.184	0.020	1.700	2.017
3 Bedroom	0.292	0.369	0.173	0.542	0.184	1.881	2.899
4 Bedroom	0.418	0.530	0.298	0.828	0.360	2.158	3.764
5 Bedroom	0.283	0.345	0.248	0.593	0.300	2.594	3.770
Attached Single Family							
1 Bedroom	0.000	0.000	0.000	0.000	0.000	1.193	1.193
2 Bedroom	0.064	0.088	0.048	0.136	0.038	1.752	1.990
3 Bedroom	0.212	0.234	0.058	0.292	0.059	1.829	2.392
4 Bedroom	0.323	0.322	0.154	0.476	0.173	2.173	3.145
Apartments							
Efficiency	0.000	0.000	0.000	0.000	0.000	1.294	1.294
1 Bedroom	0.000	0.002	0.001	0.003	0.001	1.754	1.758
2 Bedroom	0.047	0.086	0.042	0.128	0.046	1.693	1.914
3 Bedroom	0.052	0.234	0.123	0.357	0.118	2.526	3.053

Number of Units						
Detached	0	**Attached**	0	**Apartments**	0	
2 Bedroom	0	1 Bedroom	0	Efficiency	0	
3 Bedroom	0	2 Bedroom	54	1 Bedroom	0	
4 Bedroom	19	3 Bedroom	6	2 Bedroom	0	
5 Bedroom	0	4 Bedroom	0	3 Bedroom	0	
Total Units	19		60		0	

	Pre-School	Elementary (K-5)	Junior High	Total K-8	High School	Adults	Total per D.U.
Detached Single Family							
2 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4 Bedroom	7.942	10.070	5.662	15.732	6.840	41.002	71.516
5 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Detached SF Total	7.942	10.070	5.662	15.732	6.840	41.002	71.516
Attached Single Family							
1 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2 Bedroom	3.456	4.752	2.592	7.344	2.052	94.608	107.460
3 Bedroom	1.272	1.404	0.348	1.752	0.354	10.974	14.352
4 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Attached SF Total	4.728	6.156	2.940	9.096	2.406	105.582	121.812
Apartments							
Efficiency	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3 Bedroom	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Apartment Total	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total	**12.670**	**16.226**	**8.602**	**24.828**	**9.246**	**146.584**	**193.328**

					When Required	
					Annex	Non-Annex
LIBRARY DONATION				**Library**	Yes	Yes
Land Donation (acres)	0.00					
Cash Donation	$8,817.69	$45.61	Per Person			
PARK DONATION				**Park**	Yes	Yes
Land Donation (acres)	1.93					
Cash Donation	$289,992.00	$150,000.00	Per Acre			
FIRE DONATION				**Fire**	Yes	No
Housing Units	79					
Cash Donation	$7,900.00	$100.00	Per Unit			
PUBLIC SAFETY DONATION				**Public Safety**	Yes	No
Housing Units	79	$1,000.00	Per Unit			
Cash Donation	$79,000.00					
SCHOOL DONATION				**Schools**	Yes	Yes
Elementary (K-5)						
(650 students - 15 ac.)						
Land Donation (acres)	0.37					
Cash Donation	$56,166.92					
Junior High (6-8)						
(1200 students - 25 ac.)						
Land Donation (acres)	0.18					
Cash Donation	$26,881.25					
High School (9-12)						
(3000 students - 80 ac.)						
Land Donation (acres)	0.25					
Cash Donation	$36,984.00					
TOTAL						
Land Donation	2.73					
Cash Donation	**$505,741.86**					

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator
SUBJECT:	An Ordinance Amending the Zoning Map of the Village of Lemont from R-5A Single-Family Detached and Attached Residential District to R-6 Multi-Family Residential District for 9.022-acres Located at 100 W. New Avenue and 40 Timberline Drive in Lemont, IL (Copper Ridge)
DATE:	January 24, 2022

SUMMARY/BACKGROUND
The applicant, Teton Development LLC, is requesting approval of a rezoning of a portion of the subject property from R-5A, Single-Family Detached and Attached Residential District to R-6, Multi-Family Residential District, to allow for a 79-unit mixed single-family home, duplex and triplex subdivision, Copper Ridge. Teton Development LLC is a subsidiary of Beechen & Dill Homes with active and completed subdivisions in Lemont and the surrounding communities.

Within the proposal there are 19 detached single-family homes, 6 duplex homes (12 dwelling units) and 16 three-unit townhomes (48 dwelling units). The 9.022 acres proposed to be rezoned from R-5A to R-6 are the home lots with duplexes or triplexes.

A public hearing was held at the regularly scheduled Planning and Zoning Commission (PZC) Meeting on December 1, 2021. The PZC voted in favor (7-0) to recommend with conditions.

The Committee of the Whole discussed this case at the December 20, 2021 meeting.

ANALYSIS
The Comprehensive Plan future land use designates the subject property as Contemporary Neighborhood (CTP) with a Conservation Design Overlay. The proposed Copper Ridge subdivision was found to be sufficiently consistent with the future land use goals and other recommendations in the plan.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the ordinance amending the zoning map.

BOARD ACTION REQUESTED
Motion to approve.

ATTACHMENTS

An Ordinance Amending the Zoning Map of the Village of Lemont from R-5A Single-Family Detached and Attached Residential District to R-6 Multi-Family Residential District for 9.022-acres Located at 100 W. New Avenue and 40 Timberline Drive in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-5A SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT TO R-6 MULTI-FAMILY RESIDENTIAL DISTRICT FOR 9.022-ACRES LOCATED AT 100 W NEW AVENUE AND 40 TIMBERLINE DRIVE IN LEMONT, IL

(Copper Ridge)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-5A SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT TO R-6 MULTI-FAMILY RESIDENTIAL DISTRICT FOR 9.022-ACRES LOCATED AT 100 W NEW AVENUE AND 40 TIMBERLINE DRIVE IN LEMONT, IL

(Copper Ridge)

WHEREAS, Matt Dill of Teton Development, LLC, represented by attorney Vince Rosanova, (hereinafter referred to as "the Petitioner") is the owner of the 9.022-acre property at 100 W New Avenue and 40 Timberline Drive (PIN# 22-30-203-002-0000) and hereinafter referred to as the "Subject Property", legally described and depicted in Exhibit A; and

WHEREAS, the 9.022 acres to be rezoned from R-5A to R-6 are the home lots with duplexes or triplexes within the 69-acre Copper Ridge Subdivision; 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-5A Single-Family Detached and Attached Residential District to R-6 Multi-Family Residential District for Subject Property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on December 1, 2021 for the rezoning and voted 7-0 to recommend approval of the requested rezoning with associated Planned Unit Development (PUD) with conditions either remediated or incorporated into this document; and

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

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

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

SECTION 1: RECITALS

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

SECTION 2:

That the Subject Property described in Exhibit A is hereby rezoned from its current R-5A Single-Family Detached and Attached Residential District to R-6 Multi-Family Residential District.

The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

SECTION 3:

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 map amendment is conditioned on:

    A. Development being in substantial compliance with the Final PUD plan provided in Exhibit B; and

    B. Allowing 16 three-unit townhome buildings in the R-6 Zoning District within Copper Ridge as demonstrate ed in Exhibit B

SECTION 4:

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 5:

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

SECTION 6:

All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict, including but not limited to Village of Lemont Ordinance Number O-43-19.

[INTENTIONALLY LEFT BLANK]

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	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

Zoning Exhibit Including Legal Description of Subject Property

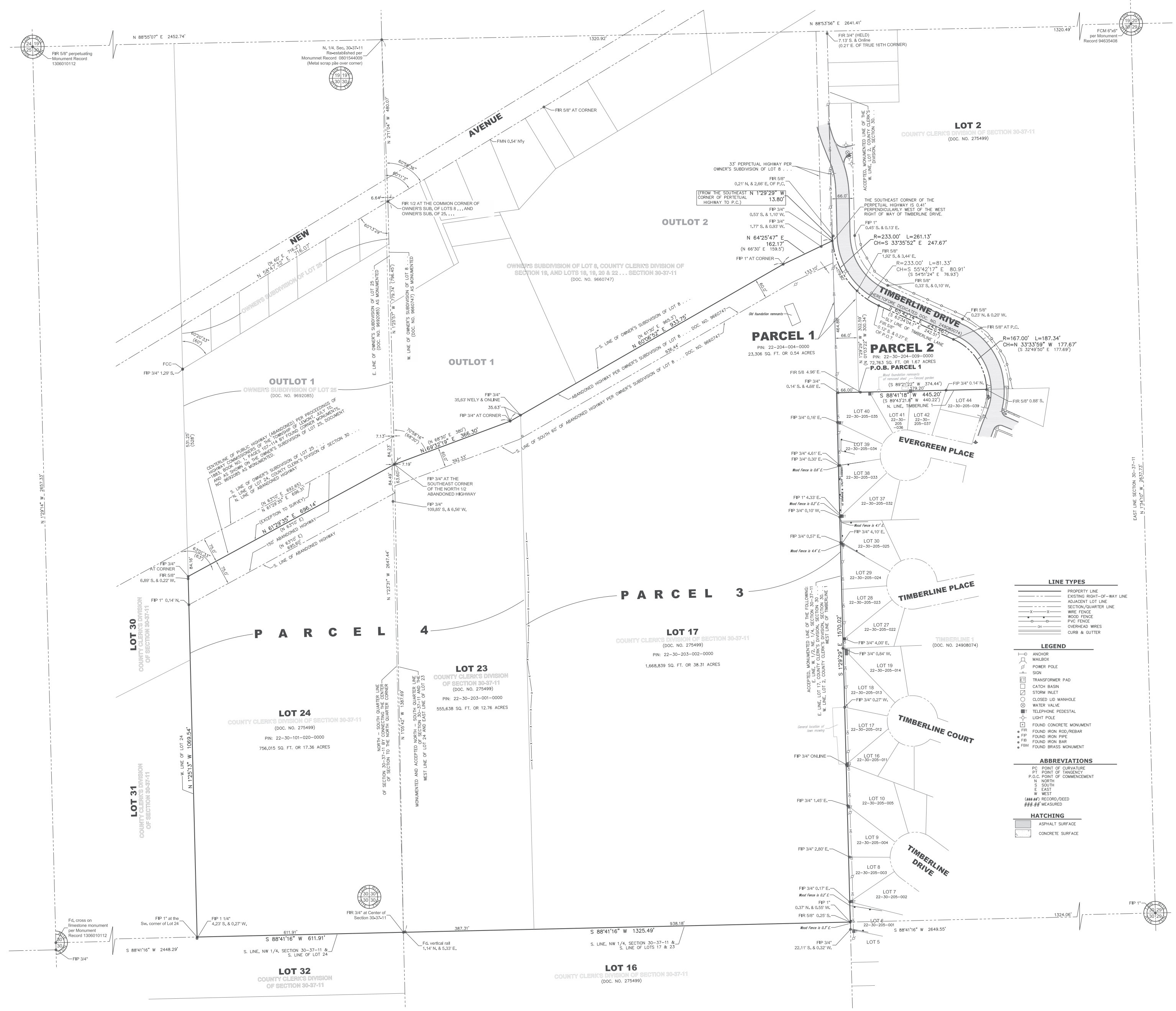
ALTA/NSPS LAND TITLE SURVEY

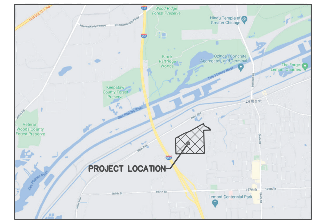
OF

100 NEW AVENUE

LEMONT, ILLINOIS

(ADDRESS PER TITLE COMMITMENT)





LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WESTERLY 66 FEET OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, LYING SOUTHERLY OF THE SOUTHERLY LINE OF TIMBERLINE DRIVE AS DEDICATED IN TIMBERLINE I SUBDIVISION AS RECORDED APRIL 5, 1979, AS DOCUMENT NUMBER 24908074 AND LYING NORTHERLY OF THE NORTH LINE OF TIMBERLINE I SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF COUNTY CLERKS DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF TIMBERLINE I SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979 AS DOCUMENT NUMBER 24908074, THAT IS 66 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREE 03 MINUTES 22 SECONDS WEST 300.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TIMBERLINE DRIVE AS DEDICATED IN SAID TIMBERLINE I WHICH IS 66.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 233.00 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 51 MINUTES 24 SECONDS EAST 76.93 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63 DEGREES 34 MINUTES 04.1 SECONDS EAST 242.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 167.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 49 MINUTES 50 SECONDS EAST 177.69 FEET TO A POINT ON THE NORTH LINE OF SAID TIMBERLINE I SUBDIVISION; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST 374.44 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE I TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 17 IN THE COUNTY CLERKS' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID DIVISION RECORDED JUNE 8, 1880 AS DOCUMENT 275499 IN BOOK 15 OF PLATS, PAGE 59. (EXCEPT FROM SAID PREMISES THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF OWNERS' SUBDIVISION RECORDED MAY 23, 1927 AS DOCUMENT 9660747), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 23 (EXCEPT THAT PART IN OWNERS' SUBDIVISION) AND THAT PART OF LOT 24, LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY, AS RELOCATED BY PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT ON JULY 10, 1883 AS APPEARS IN SAID HIGHWAY COMMISSIONER'S RECORD BOOK NO. 1 AT PAGES 107 TO 114 IN COUNTY CLERKS' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BASIS OF BEARING

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

SITE DATA

AREA: 3,076,561 SQUARE FEET OR 70.63 ACRES

PARCEL IDENTIFICATION NUMBERS

SEE SURVEY

PLOTTABLE NOTES FROM SCHEDULE B

PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 21010217WF EFFECTIVE DATE MARCH 30, 2021, PROVIDED BY THE CLIENT.

NONE. SEE TITLE COMMITMENT FOR ALL OTHER MATTERS.

SURVEYOR'S NOTES

1. PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT, JULY 10, 1883, BOOK NO. 1, PAGES 107–114 AS SHOWN ON THE OWNER'S SUBDIVISION OF LOT 25, DOCUMENT NO. 9692085 WAS NOT FURNISHED BY THE CLIENT NOR WAS IT FOUND THROUGH INQUIRIES AT THE COOK COUNTY RECORDER'S OFFICE, LEMONT TOWNSHIP OFFICE OR THE VILLAGE OF LEMONT.

   THE NORTH LINE OF PARCEL FOUR (CENTERLINE OF ABANDONED HIGHWAY) WAS ESTABLISHED USING FOUND PROPERTY CORNER MONUMENTS, COORDINATED WITH THE ADJOINING OWNER'S SUBDIVISION OF LOT 25, DOC. NO. 9692085.
2. POSSIBLE ENCROACHMENTS: OLD WOOD SHED FOUNDATION AND FENCED GARDEN NORTH OF LOT 41, TIMBERLINE 1 AND LAWN MOWING WEST OF LOT 17, TIMBERLINE 1. SEE SURVEY.
3. NO GAPS, GORES, OVERLAPS ALONG THE EXTERIOR BOUNDARY LINES AS LEGALLY DESCRIBED WITHIN THE TITLE COMMITMENT STATED HEREON.
4. THERE IS GAP BETWEEN THE LEGAL AND MONUMENTED NORTH–SOUTH QUARTER LINE OF SECTION 30–37–11. SURVEYOR IS HOLDING THE MONUMENTED SAID NORTH–SOUTH QUARTER LINE.

GENERAL NOTES

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.

DO NOT SCALE DIMENSIONS FROM THIS PLAT.

THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.

A CURRENT TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 21010217WF WITH AN EFFECTIVE DATE MARCH 30, 2021 WAS PROVIDED FOR SURVEYORS USE AT THE TIME OF PREPARATION OF THIS SURVEY.

MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, WATER, ETC.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND OBSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF UNDERGROUND UTILITIES.

NO UNDERGROUND UTILITIES, OR DRAIN TILES, IF ANY EXIST, SHOWN HEREON.

THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.

CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.

PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.

FOR BUILDING / ZONING RESTRICTIONS AS ESTABLISHED BY LOCAL ORDINANCES NOT SHOWN HEREON, CONSULT YOUR LOCAL MUNICIPAL AUTHORITIES.

THE OWNER SHOULD COMPARE THE DESCRIPTION ON THIS PLAT WITH HIS, OR HER DEED ABSTRACT, OR TITLE POLICY AND NOTIFY SURVEYOR OF ANY DIFFERENCES.

FOUND OR SET MONUMENTS ARE AT ALL CORNERS UNLESS OTHERWISE SPECIFIED ON THE FACE OF THIS SURVEY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

TO: CHICAGO TITLE INSURANCE COMPANY
TETON DEVELOPMENT, LLC
LENDER (UNKNOWN, IF ANY)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO ITEMS FROM TABLE 'A' THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 22, 2021.

DATED THIS 24TH DAY OF JUNE, A.D., 2021.

STEVEN J. LAUB, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3160
MY LICENSE EXPIRES ON NOVEMBER 30, 2022

PROFESSIONAL LAND SURVEYOR
STEVEN J LAUB
STATE OF ILLINOIS
035-003160
MOKENA, IL.

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

REVISIONS		
NO.	DATE	DESCRIPTION	BY

TETON DEVELOPMENT, LLC

ALTA/ACSM LAND TITLE SURVEY
FOR
100 NEW AVENUE
LEMONT, ILLINOIS

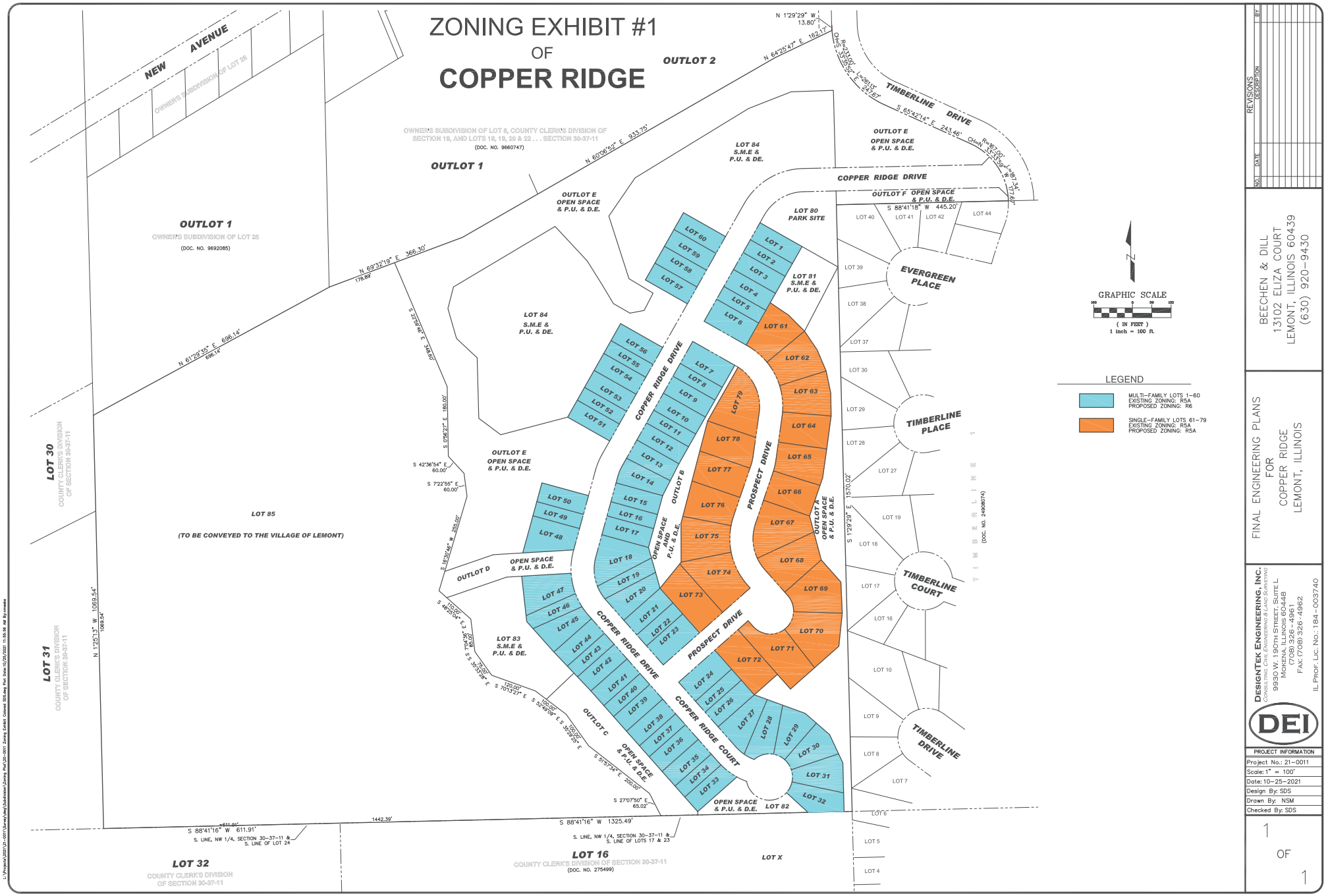
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4692
IL PROF. LIC. NO.: 184-003740
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 100'
Date: 06/24/2021
Field Date: 06/22/2021
Drawn By: SJL
Checked By: SDS

1 OF 1

LAND TITLE SURVEY

L:\Projects\2021\21-0011\Survey\dwg\ALTA\21-0011 ALTA.dwg Plot Date:6/24/2021 11:01:08 AM By:steve



REVISIONS

NO.	DATE	DESCRIPTION	BY

BEECHEN & DILL
13102 ELIZA COURT
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
TEL: (708) 326-4962
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 100'
Date: 10-25-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

1 OF 1

ZONING EXHIBIT #1

EXHIBIT B

Final PUD Plan for Copper Ridge

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOCATION MAP
NOT TO SCALE

ADDRESS
100 NEW AVENUE
LEMONT, ILLINOIS 60439

BASIS OF BEARING
THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM – EAST ZONE

AREA DATA (EXISTING)

PARCEL ONE:	23,306 SQ. FT.
PARCEL TWO:	72,766 SQ. FT.
PARCEL THREE:	1,668,839 SQ. FT,
PARCEL FOUR:	1,311,653 SQ. FT.
TOTAL AREA:	3,076,564 SQ. FT. OR 70.63 ACRES

APPROVED ZONING PER PUD PLAT

ZONING:R-5A & R-6
SINGLE FAMILY LOTS: 19
MULTI-FAMILY LOTS: 60

SETBACK	R-5A REQ./ORDINANCE	R-5A APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	10'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN. LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	3,000 S.F.	3,000 S.F.
LOT COVERAGE:	55%	55%

SETBACK	R-6 REQ./ORDINANCE	R-6 APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	15'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN.LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	2,500 S.F.	2,500 S.F
LOT COVERAGE:	65%	65%

PROJECT DATA

GROSS AREA OVERALL PROPERTY:	3,076,564 SQ. FT. OR 70.63 ACRES
LOT 85 (OPEN SPACE, NON–DEVELOPMENT, TO BE CONVEYED TO THE VILLAGE OF LEMONT)	1,310,692 SQ. FT. OR 30.09
NET AREA FOR DEVELOPMENT SITE:	1,765,842 SQ. FT. OR 40.54

COPPER RIDGE SITE (DEVELOPMENT SITE)

GROSS AREA	1,765,872 SQ. FT. OR 40.54 ACRES
R.O.W. DEDICATION (INTERNAL):	230,640 SQ. FT. OR 5.29 ACRES
MULTI–FAMILY LOTS (1–60):	392,983 SQ. FT. OR 9.01 ACRES
SINGLE FAMILY LOTS (61–79)	234,848 SQ. FT. OR 5.39 ACRES
STORM WATER & OPEN SPACE LOTS: (LOTS 80 THRU 85 & OUTLOTS A THRU F)	907,401 SQ. FT. OR 20.83 ACRES

SUBDIVISION NOTES

1. ALL AREAS ARE PLUS OR MINUS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL STREETS WITHIN COPPER RIDGE ARE HEREBY DEDICATED TO THE VILLAGE OF LEMONT FOR PUBLIC RIGHT OF WAYS AND UTILITY PURPOSES.
3. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT.
4. OUTLOTS A, B, C, D, E, F AND LOT 82 SHALL BE OPEN SPACE AND PUBLIC UTILITY & DRAINAGE EASEMENTS, AND MAINTAINED BY THE H.O.A. CC&R'S TO BE RECORDED UNDER SEPARATE DOCUMENT.
5. LOTS 1 – 79, TOGETHER WITH ANY COMMON ELEMENTS AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE H.O.A.
6. LOT 80 SHALL BE A PARK SITE AND MAINTAINED BY THE H.O.A. UNTIL CONVEYED TO THE LEMONT PARK DISTRICT.
7. LOTS 81, 83 & 84 SHALL BE CONSIDERED STORM WATER MANAGEMENT AND PUBLIC UTILITIES & DRAINAGE EASEMENTS AND MAINTAINED BY THE H.O.A.
8. ACCESS TO LOT 81 SHALL BE VIA AN INGRESS–EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80.
9. ACCESS TO OUTLOT 'A' SHALL BE VIA AN INGRESS–EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80 AND THE EAST 15 FEET OF LOT 81.
11. ACCESS TO OUTLOT 'B' SHALL BE VIA THE SOUTH 15 FEET OF LOTS 7 – 10, BOTH INCLUSIVE.
12. ACCESS TO OUTLOT 'C' SHALL BE VIA OUTLOT 'D' AND LOT 83.
13. ACCESS TO OUTLOT 'D' SHALL BE VIA COPPER RIDGE DRIVE.
14. ACCESS TO OUTLOT 'E' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.
15. ACCESS TO OUTLOT 'F' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE:	22–30–204–004–0000
PARCEL TWO:	22–30–204–009–0000
PARCEL THREE:	22–30–203–002–0000
PARCEL FOUR:	22–30–101–020–0000 AND 22–30–203–001–0000

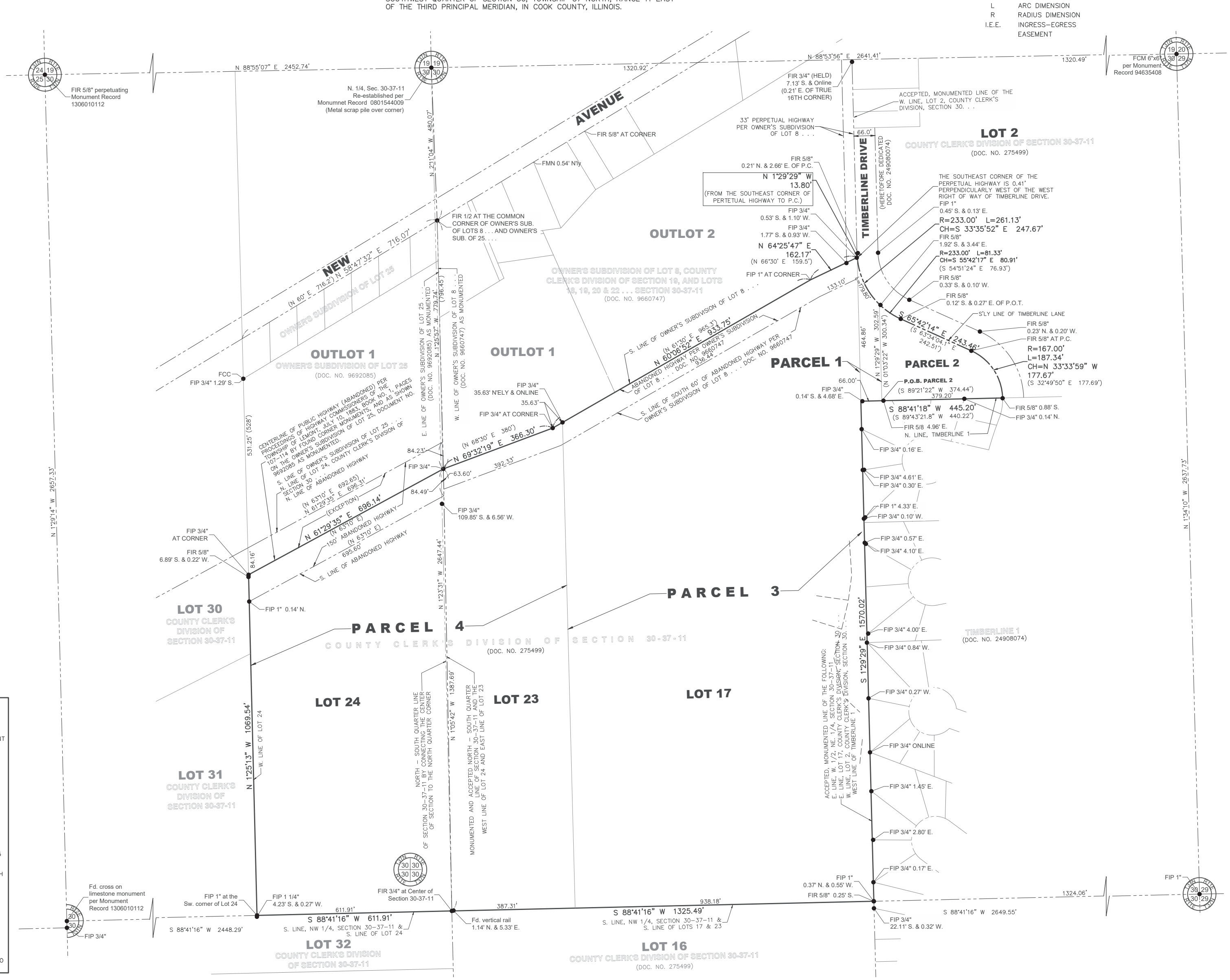
GRAPHIC SCALE
(IN FEET)
1 inch = 150 ft.

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
(###.##')	RECORD DIMENSION
###.##	MEASURED DIMENSION
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
L.E.	LANDSCAPE EASEMENT
SQ. FT.	SQUARE FEET
L	ARC DIMENSION
R	RADIUS DIMENSION
I.E.E.	INGRESS–EGRESS EASEMENT
N	NORTH
S	SOUTH
E	EAST
W	WEST



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	11/15/2021	NONE THIS SHEET	SJL
3.	12/14/2021	NONE THIS SHEET	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920–9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

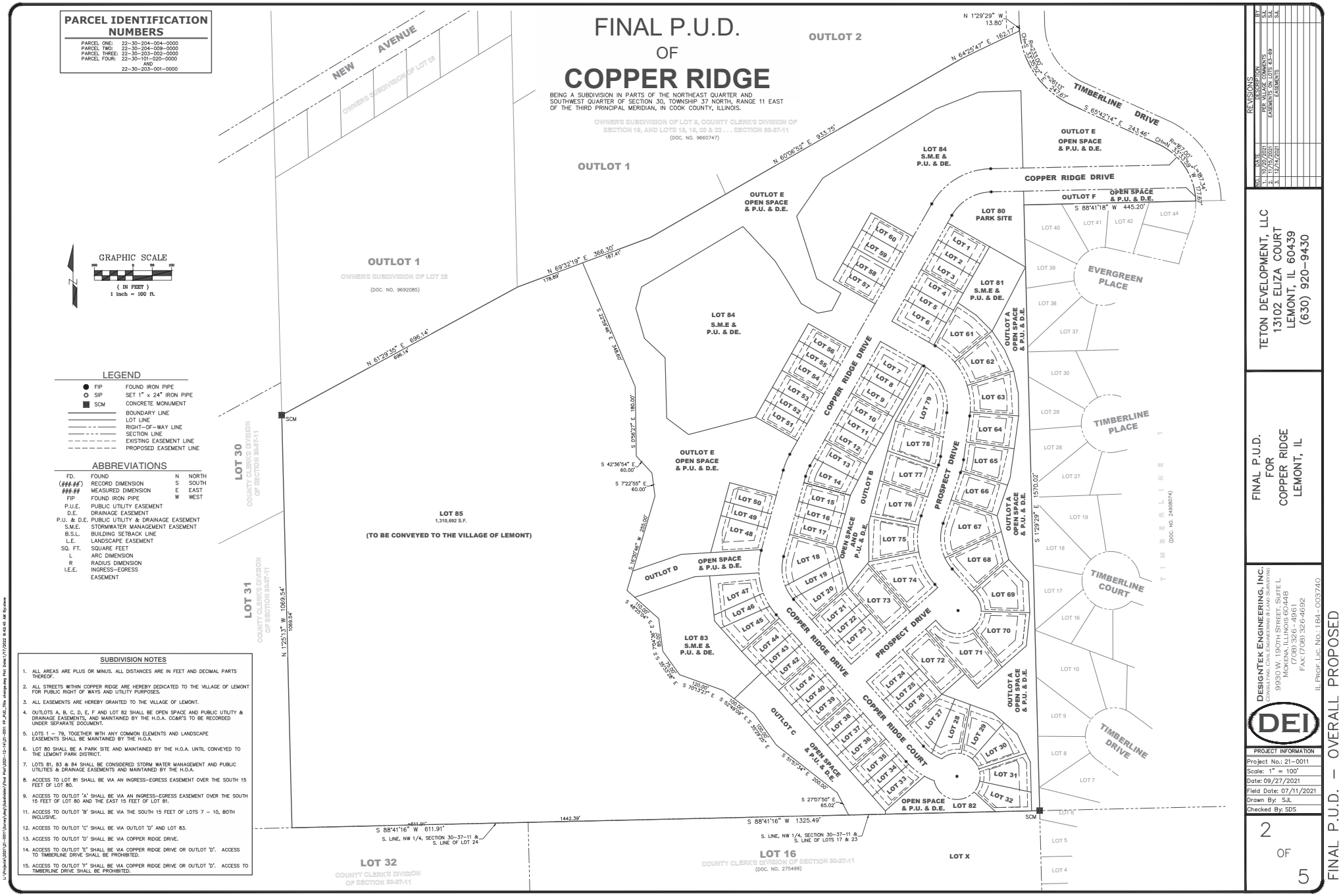
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4692
IL PROF. LIC. NO.: 184-003740
DEI

PROJECT INFORMATION
Project No.: 21–0011
Scale: 1" = 150'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

1 OF 5

FINAL P.U.D. – EXISTING CONDITIONS

L:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\2021-12-14\21-0011 FP_PUD_Title change.dwg Plot Date:1/17/2022 9:42:43 AM By:steve



REVISIONS		
NO.	DATE	BY
1.	10/20/2021	SJL
2.	11/15/2021	SJL
3.	12/14/2021	SJL

PER VILLAGE COMMENTS
EASEMENTS ON LOTS 83-89
EASEMENTS

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

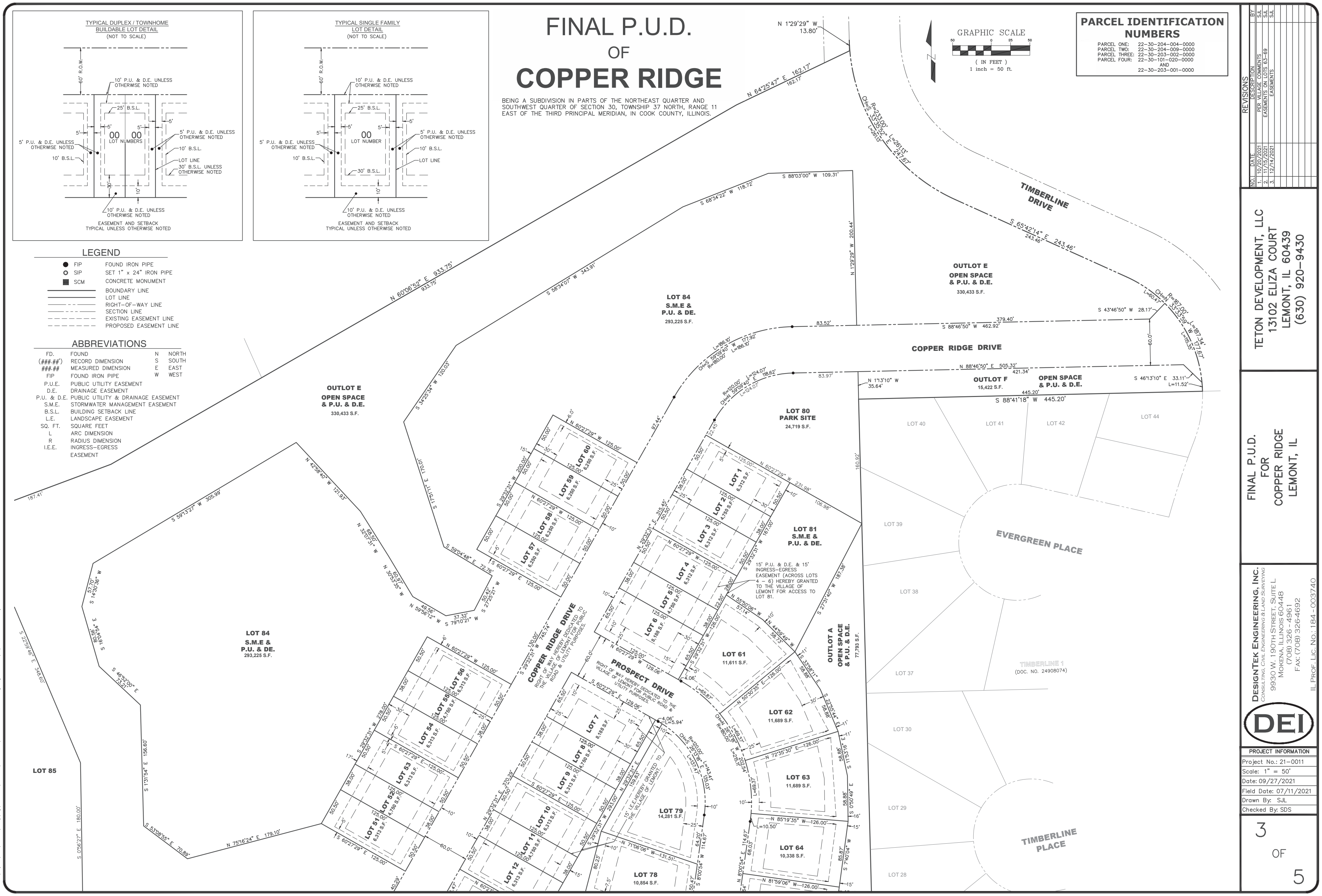
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4992
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 100'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

2 OF 5

FINAL P.U.D. – OVERALL PROPOSED


FINAL P.U.D. OF COPPER RIDGE
BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TYPICAL DUPLEX / TOWNHOME BUILDABLE LOT DETAIL (NOT TO SCALE)
TYPICAL SINGLE FAMILY LOT DETAIL (NOT TO SCALE)
EASEMENT AND SETBACK TYPICAL UNLESS OTHERWISE NOTED
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
(###.##') RECORD DIMENSION
###.## MEASURED DIMENSION
FIP FOUND IRON PIPE
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
S.M.E. STORMWATER MANAGEMENT EASEMENT
B.S.L. BUILDING SETBACK LINE
L.E. LANDSCAPE EASEMENT
SQ. FT. SQUARE FEET
L ARC DIMENSION
R RADIUS DIMENSION
I.E.E. INGRESS-EGRESS EASEMENT
N NORTH
S SOUTH
E EAST
W WEST
GRAPHIC SCALE (IN FEET) 1 inch = 50 ft.
PARCEL IDENTIFICATION NUMBERS
PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000 AND 22-30-203-001-0000
TIMBERLINE DRIVE
COPPER RIDGE DRIVE
PROSPECT DRIVE
EVERGREEN PLACE
TIMBERLINE PLACE
OUTLOT E OPEN SPACE & P.U. & D.E. 330,433 S.F.
LOT 84 S.M.E & P.U. & DE. 293,225 S.F.
OUTLOT F 15,422 S.F.
OPEN SPACE & P.U. & D.E.
LOT 80 PARK SITE 24,719 S.F.
LOT 81 S.M.E & P.U. & DE.
OUTLOT A OPEN SPACE & P.U. & D.E. 77,793 S.F.
15' P.U. & D.E. & 15' INGRESS-EGRESS EASEMENT (ACROSS LOTS 4 – 6) HEREBY GRANTED TO THE VILLAGE OF LEMONT FOR ACCESS TO LOT 81.
RIGHT OF WAY HEREBY DEDICATED TO THE VILLAGE OF LEMONT FOR PUBLIC ROAD & UTILITY PURPOSES.
LOT 61 11,611 S.F.
LOT 62 11,689 S.F.
LOT 63 11,689 S.F.
LOT 64 10,338 S.F.
LOT 79 14,281 S.F.
LOT 78 10,854 S.F.
LOT 85
TIMBERLINE 1 (DOC. NO. 24908074)
REVISIONS
1. 10/20/2021 PER VILLAGE COMMENTS SJL
2. 11/15/2021 EASEMENTS ON LOTS 63-69 SJL
3. 12/14/2021 EASEMENTS SJL
TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430
FINAL P.U.D. FOR COPPER RIDGE LEMONT, IL
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
DEI
PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS
3 OF 5
FINAL P.U.D.– PROPOSED NORTH

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

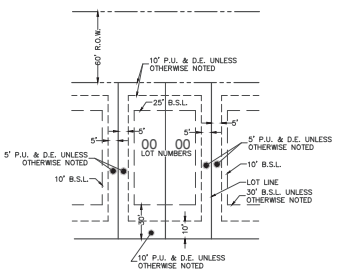
LEGEND

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

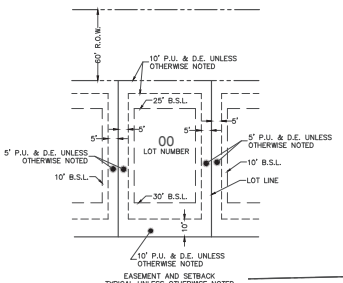
FD.	FOUND	N	NORTH
(####.##')	RECORD DIMENSION	S	SOUTH
####.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

TYPICAL DUPLEX / TOWNHOME BUILDABLE LOT DETAIL
(NOT TO SCALE)



EASEMENT AND SETBACK
TYPICAL UNLESS OTHERWISE NOTED

TYPICAL SINGLE FAMILY LOT DETAIL
(NOT TO SCALE)



EASEMENT AND SETBACK
TYPICAL UNLESS OTHERWISE NOTED

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	34.19	180.00	N13° 27' 24"E	34.14
C2	22.79	120.00	S13° 27' 24"W	22.76
C3	29.82	120.00	N22° 25' 19"E	29.75
C4	44.74	180.00	S22° 25' 19"W	44.62

7.5' P.U. & D.E. (EACH SIDE OF LOTS 30 AND 31) HEREBY GRANTED TO THE VILLAGE OF LEMONT & 7.5' INGRESS-EGRESS EASEMENT (EACH SIDE OF LOTS 30 AND 31) HEREBY GRANTED TO THE VILLAGE OF LEMONT FOR ACCESS TO OUTLOT 'A'

REVISIONS		
NO.	DATE	DESCRIPTION
1.	10/20/2021	PER VILLAGE COMMENTS
2.	11/15/2021	EASEMENTS ON LOTS 63-69
3.	12/14/2021	EASEMENTS

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4932
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

4 OF 5

FINAL P.U.D. - PROPOSED SOUTH

L:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\2021-12-14\21-0011 FP_PUD_Title change.dwg Plot Date:1/17/2022 9:42:54 AM By:steve

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 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

_____________________________________ 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 ____________________ AND

_____________________________, RESPECTIVELY, THE _______________________ AND

_____________________________, OF ____________________________, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, AS SUCH (TITLE) AND (TITLE) , RESPECTIVELY, 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

Original mylar submitted by and return to:

The Village of Lemont
418 Main Street
Lemont, Illinois 60439

Send all future tax bills to:

Teton Development, LLC
13102 Eliza Court
Lemont, Illinois 60439

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: _________________________ ATTEST: ___________________________
VILLAGE PRESIDENT 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) / ENGINEER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _______)

I, ________________________, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS

IN THIS _____________________________________ SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

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

BY: _________________________
VILLAGE ENGINEER

INGRESS-EGRESS PROVISIONS

A permanent vehicular ingress and egress easement is hereby reserved and granted to the Village of Lemont and the owner and subsequent owner(s) of Lot 81 over part of Lot 80 as shown and designated on the annexed plat.

A permanent vehicular ingress-egress easement is hereby reserved and granted to the Village of Lemont and the owner or subsequent owner(s) of Outlot 'A' over part of Lot 80 and Lot 81 as shown and designated on the annexed plat.

A permanent vehicular ingress and egress easement is hereby reserved and granted to the Village of Lemont and the owner or subsequent owner(s) of Outlot 'B" over parts of Lots 7, 8, 9 and 10 as shown and designated on the annexed plat.

An access road shall be installed in accordance with the village standards and that Homeowners Association (H.O.A.) shall maintain the same in a state of good repair at all times in accordance with village ordinances.

The access road shall be kept free of obstructions in accordance with village ordinances.

The maintenance of pavement in accordance to village ordinances of the access road easements are the responsibility of the H.O.A. The H.O.A. shall identify the access road in accordance with village ordinances. the village is hereby authorized to cause such access road and utility easements to be maintained free and unobstructed at all times.

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 "outlots", "common elements", "open space", "open area", "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 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.

COMCAST COMMUNICATIONS PROVISIONS

An easement is hereby reserved and granted to COMCAST COMMUNICATIONS CORPORATION, operating within the Village of Lemont, it's successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of communication end 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 plot 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 end granted hereby.

RESPONSIBILITY OF H.O.A.

The Homeowners Association (H.O.A.) shall be responsible for maintenance of all landscaping areas within all of Lots 81, 82, 83 and 84, and Outlots A, B, C, D, E and F. The Homeowners Association shall maintain those specified areas and features described above 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 Owners fail to properly maintain these areas, the Village shall, upon seventy-two (72) hours prior notice to the H.O.A., have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the specified areas and features. 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 H.O.A.

In the event the Village shall perform, or have performed on its behalf, any maintenance work of the specified areas or features, 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 owners 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.

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:

PARCEL ONE
THAT PART OF THE WESTERLY 66 FEET OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, LYING SOUTHERLY OF THE SOUTHERLY LINE OF TIMBERLINE DRIVE AS DEDICATED IN TIMBERLINE I SUBDIVISION AS RECORDED APRIL 5, 1979, AS DOCUMENT NUMBER 24908074 AND LYING NORTHERLY OF THE NORTH LINE OF TIMBERLINE I SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL TWO
THAT PART OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF TIMBERLINE I SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979 AS DOCUMENT NUMBER 24908074, THAT IS 66 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREE 03 MINUTES 22 SECONDS WEST 300.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TIMBERLINE DRIVE AS DEDICATED IN SAID TIMBERLINE I WHICH IS 66.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 233.00 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 51 MINUTES 24 SECONDS EAST 76.93 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63 DEGREES 34 MINUTES 04.1 SECONDS EAST 242.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 167.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 49 MINUTES 50 SECONDS EAST 177.69 FEET TO A POINT ON THE NORTH LINE OF SAID TIMBERLINE I SUBDIVISION; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST 374.44 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE I TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL THREE
LOT 17 IN THE COUNTY CLERK'S' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID DIVISION RECORDED JUNE 8, 1880 AS
DOCUMENT 275499 IN BOOK 15 OF PLATS, PAGE 59. (EXCEPT FROM SAID PREMISES THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF OWNERS' SUBDIVISION RECORDED MAY 23, 1927 AS
DOCUMENT 9660747), IN COOK COUNTY, ILLINOIS.

PARCEL FOUR
LOT 23 (EXCEPT THAT PART IN OWNERS' SUBDIVISION) AND THAT PART OF LOT 24, LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY, AS RELOCATED BY PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT ON JULY 10, 1883 AS APPEARS IN SAID HIGHWAY COMMISSIONER'S RECORD BOOK NO. 1 AT PAGES 107 TO 114 IN COUNTY CLERK'S' DIVISION OF SECTION 30, 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 HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT IRON REBAR 5/8" 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 THE FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT PART OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% 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 17031C0567J, EFFECTIVE DATE ON 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 DEGREES FAHRENHEIT.

ALL CURVE LENGTHS SHOWN ARE ARC DIMENSIONS.

GIVEN UNDER MY HAND AND SEAL AT MOKENA, ILLINOIS, THIS 28TH DAY OF SEPTEMBER A.D., 2021.

PROFESSIONAL LAND SURVEYOR
STEVEN J LAUB
STATE OF ILLINOIS
035-003160
MOKENA, IL.

____
STEVEN J. LAUB
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. #035-003160
LICENSE EXPIRES ON NOVEMBER. 30, 2022

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

REVISIONS

NO.	DATE	DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	12/14/2021	NONE THIS SHEET	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

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
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

5 OF 5

FINAL P.U.D. - CERTIFICATIONS

EXHIBIT C

FINDINGS.

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

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Contemporary Neighborhood (CTP) with Conservation Overlay.

2. The subject property achieves goals of the Lemont 2030 Comprehensive plan.

3. The requested rezoning generally meets the standards for granting rezonings.

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator
SUBJECT:	An Ordinance Granting Final Planned Unit Development Approval for a 19-Unit Detached Single-Family, 12-Unit Duplex Attached Single-Family and 48-Unit Triplex Attached Single-Family Residential Subdivision on 39-Acres Located at 100 W. New Avenue And 40 Timberline Drive in Lemont, IL (Copper Ridge)
DATE:	January 24, 2022

SUMMARY/BACKGROUND
The applicant, Teton Development LLC, is requesting approval of a a Planned Unit Development for the subject property to allow for a 79-unit mixed single-family home, duplex and triplex subdivision, Copper Ridge. Teton Development LLC is a subsidiary of Beechen & Dill Homes with active and completed subdivisions in Lemont and the surrounding communities.

Within the proposal there are 19 detached single-family homes, 6 duplex homes (12 dwelling units) and 16 three-unit townhomes (48 dwelling units). A public park will be constructed near the entrance to the subdivision with dedicated on-street parking allowing safe and accessible use by Lemont residents. An all-way stop sign with pedestrian upgrades and crossings will be made at the intersection of Timberline Drive and Copper Ridge Drive. A path connection to the adjacent Lemont Township open space to the south of the development will be constructed by the Village following input from the Township, offering access to additional recreation activity. The developer will escrow funds for a future multi-use side path on Timberline Drive north of the development's proposed entrance.

A public hearing was held at the regularly scheduled Planning and Zoning Commission (PZC) Meeting on December 1, 2021. The PZC voted in favor (7-0) to recommend with conditions.

The Committee of the Whole discussed this case at the December 20, 2021 meeting.

ANALYSIS
The Comprehensive Plan future land use designates the subject property as Contemporary Neighborhood (CTP) with a Conservation Design Overlay. The proposed Copper Ridge subdivision was found to be sufficiently consistent with the future land use goals and other recommendations in the plan.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the ordinance granting final PUD approval.

BOARD ACTION REQUESTED
Motion to approve.

ATTACHMENTS
An Ordinance Granting Final Planned Unit Development Approval for a Single-Family Residential Subdivision on 39-Acres Located at 100 W. New Avenue And 40 Timberline Drive in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE GRANTING FINAL PLANNED UNIT DEVELOPMENT APPROVAL FOR A 19-UNIT DETACHED SINGLE-FAMILY, 12-UNIT DUPLEX ATTACHED SINGLE-FAMILY AND 48-UNIT TRIPLEX ATTACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION ON 39-ACRES LOCATED AT 100 W. NEW AVENUE AND 40 TIMBERLINE DRIVE IN LEMONT, IL.

(Copper Ridge)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING FINAL PLANNED UNIT DEVELOPMENT APPROVAL FOR A 19-UNIT DETACHED SINGLE-FAMILY, 12-UNIT DUPLEX ATTACHED SINGLE-FAMILY AND 48-UNIT TRIPLEX ATTACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION ON 39-ACRES LOCATED AT 100 W. NEW AVENUE AND 40 TIMBERLINE DRIVE IN LEMONT, IL

(Copper Ridge)

WHEREAS, Matt Dill of Teton Development, LLC, represented by attorney Vince Rosanova (hereinafter referred to as the "Petitioner"), is the owner of the property covering approximately 69-acres located at 100 W New Avenue and 40 Timberline Drive (PIN# 22-30-203-002-0000, PIN#22-30-203-001-0000, PIN#22-30-101-020, PIN#22-30-204-004-0000 and PIN#22-30-204-009-0000), legally described and depicted in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Petitioner has submitted a Planned Unit Development (PUD) Final Plan/Plat Application for Copper Ridge on October 4, 2021 (hereinafter referred to as "Copper Ridge Final PUD") consisting of the following:

1. Final PUD of Copper Ridge dated 9/27/2021 with a revision date of 12/14/2021 by DesignTek Engineering, Inc., attached hereto and incorporated herein as Exhibit B.
2. Landscape Plan for Copper Ridge dated 9/10/2021 with a revision date of 10/29/2021 by Metz & Company, attached hereto and incorporated herein as Exhibit C.
3. Single-family home, duplex and triplex elevations and renderings attached hereto and incorporated herein as Exhibit D.
4. Final Engineering Plans for Copper Ridge dated 9/30/2021 and revised 12/22/2021 by DesignTek Engineering, Inc. attached hereto and incorporated herein as Exhibit E.

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on December 1, 2021 for the Final PUD and voted 7-0 to recommend approval of the requested rezoning with associated Planned Unit Development (PUD) with conditions either remediated or incorporated into this document; 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 PUD Plan approval 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 F; and

WHEREAS, the Petitioner and the Village have entered into a Developer Agreement attached and made part of this ordinance in Exhibit G; and

WHEREAS, it is proposed subject to further investigation and due diligence that approximately 30-acres of the 69-acres is being potentially donated by the Petitioner to the Village as demonstrated in the Proposed Donation Agreement attached and made part of this ordinance in Exhibit H.

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 1: RECITALS

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

SECTION 2: PLAT APPROVAL

A separate resolution at a later date will be prepared for the Copper Ridge Final Plat approval.

SECTION 3: CONDITIONS

The approvals set forth in this Ordinance are contingent upon the following conditions:

1. **General Conditions**. Unless otherwise approved by the Village Board the Subject Property shall be developed and maintained in accordance with Village Code, the approved plans and the exhibits to this Ordinance.
2. **Specific Conditions**. The following specific conditions shall apply:
    A. Address outstanding staff and consultant comments before a site development permit is issued. This may cause the Final Engineering Plans and Landscape Plans included in this ordinance to be updated with a later revision.
    B. A Homeowner's Association must be created in order to maintain the common areas not dedicated to the Village. This shall be done before a site development permit is issued.
    C. The duplex and single-family homes must meet the Village's residential dissimilarity standards in the UDO and shall be verified during the permit process.
    D. Any portion of the residential driveway that is in the Village right-of-way must be 6" thick of concrete.

SECTION 4:

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 5:

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

SECTION 6:

All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict, including but not limited to Village of Lemont Ordinance Number O-43-19.

[INTENTIONALLY LEFT BLANK]

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	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

Survey with Legal Description

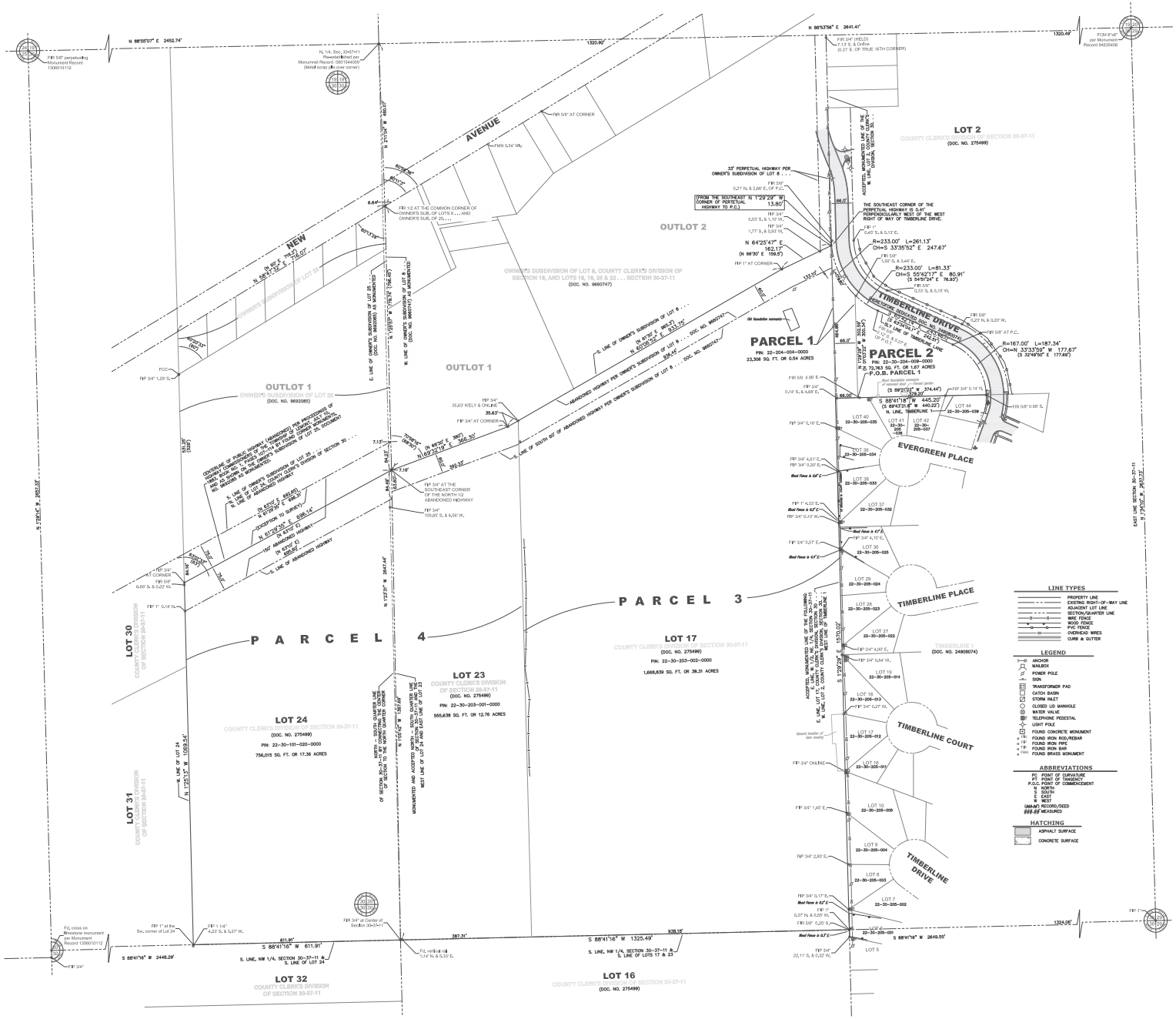
ALTA/NSPS LAND TITLE SURVEY

OF

100 NEW AVENUE

LEMONT, ILLINOIS

(ADDRESS PER TITLE COMMITMENT)



LOCATION MAP

NOT TO SCALE

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WESTERLY 66 FEET OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, LYING SOUTHERLY OF THE SOUTHERLY LINE OF TIMBERLINE DRIVE AS DEDICATED IN TIMBERLINE 1 SUBDIVISION AS RECORDED APRIL 5, 1979, AS DOCUMENT NUMBER 24908074 AND LYING NORTHERLY OF THE NORTH LINE OF TIMBERLINE 1 SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF COUNTY CLERKS DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF TIMBERLINE 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979 AS DOCUMENT NUMBER 24908074, THAT IS 66 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREE 03 MINUTES 22 SECONDS WEST 300.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TIMBERLINE DRIVE AS DEDICATED IN SAID TIMBERLINE 1 WHICH IS 66.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 233.00 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 51 MINUTES 24 SECONDS EAST 76.93 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63 DEGREES 34 MINUTES 04.1 SECONDS EAST 242.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 167.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 49 MINUTES 50 SECONDS EAST 177.69 FEET TO A POINT ON THE NORTH LINE OF SAID TIMBERLINE 1 SUBDIVISION; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST 374.44 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE 1 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 17 IN THE COUNTY CLERKS' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID DIVISION RECORDED JUNE 8, 1880 AS DOCUMENT 275499 IN BOOK 15 OF PLATS, PAGE 59. (EXCEPT FROM SAID PREMISES THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF OWNERS' SUBDIVISION RECORDED MAY 23, 1927 AS DOCUMENT 9660747), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 23 (EXCEPT THAT PART IN OWNERS' SUBDIVISION) AND THAT PART OF LOT 24, LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY, AS RELOCATED BY PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT ON JULY 10, 1883 AS APPEARS IN SAID HIGHWAY COMMISSIONER'S RECORD BOOK NO. 1 AT PAGES 107 TO 114 IN COUNTY CLERKS' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BASIS OF BEARING

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

SITE DATA

AREA: 3,076,561 SQUARE FEET OR 70.63 ACRES

PARCEL IDENTIFICATION NUMBERS

SEE SURVEY

PLOTTABLE NOTES FROM SCHEDULE B

PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 21010217MF EFFECTIVE DATE MARCH 30, 2021, PROVIDED BY THE CLIENT.

NONE. SEE TITLE COMMITMENT FOR ALL OTHER MATTERS.

SURVEYOR'S NOTES

1. PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT, JULY 10, 1883, BOOK NO. 1, PAGES 107–114 AS SHOWN ON THE OWNER'S SUBDIVISION OF LOT 25, DOCUMENT NO. 9693085 WAS NOT FURNISHED BY THE CLIENT NOR WAS IT FOUND THROUGH INQUIRES AT THE COOK COUNTY RECORDER'S OFFICE, LEMONT TOWNSHIP OFFICE OR THE VILLAGE OF LEMONT.

   THE NORTH LINE OF PARCEL FOUR (CENTERLINE OF ABANDONED HIGHWAY) WAS ESTABLISHED USING FOUND PROPERTY CORNER MONUMENTS, COORDINATED WITH THE ADJOINING OWNER'S SUBDIVISION OF LOT 25, DOC. NO. 9693085.
2. POSSIBLE ENCROACHMENTS: OLD WOOD SHED FOUNDATION AND FENCED GARDEN NORTH OF LOT 41, TIMBERLINE 1 AND LAWN MOWING WEST OF LOT 17, TIMBERLINE 1, SEE SURVEY.
3. NO GAPS, GORES, OVERLAPS ALONG THE EXTERIOR BOUNDARY LINES AS LEGALLY DESCRIBED WITHIN THE TITLE COMMITMENT STATED HEREON.
4. THERE IS GAP BETWEEN THE LEGAL AND MONUMENTED NORTH–SOUTH QUARTER LINE OF SECTION 30–37–11. SURVEYOR IS HOLDING THE MONUMENTED SAID NORTH–SOUTH QUARTER LINE.

GENERAL NOTES

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.

DO NOT SCALE DIMENSIONS FROM THIS PLAT.

THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.

A CURRENT TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 21010217MF WITH AN EFFECTIVE DATE MARCH 30, 2021 WAS PROVIDED FOR SURVEYORS USE AT THE TIME OF PREPARATION OF THIS SURVEY.

MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, WATER, ETC.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND OBSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF UNDERGROUND UTILITIES.

NO UNDERGROUND UTILITIES, OR DRAIN TILES, IF ANY EXIST, SHOWN HEREON.

THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE NOT VISIBLE AT THE TIME OF SURVEY. UNDERGROUND UTILITIES, IF ANY, SERVICING THE SUBJECT PROPERTY AT THE TIME OF THIS SURVEY, SHOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.

CALL JULIE, AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.

PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OVERHEAD WIRES AND POLES OF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.

FOR BUILDING / ZONING RESTRICTIONS AS ESTABLISHED BY LOCAL ORDINANCES NOT SHOWN HEREON, CONSULT YOUR LOCAL MUNICIPAL AUTHORITIES.

THE OWNER SHOULD COMPARE THE DESCRIPTION ON THIS PLAT WITH HIS, OR HER DEED ABSTRACT, OR TITLE POLICY AND NOTIFY SURVEYOR OF ANY DIFFERENCES.

FOUND OR SET MONUMENTS ARE AT ALL CORNERS UNLESS OTHERWISE SPECIFIED ON THE FACE OF THIS SURVEY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF WILL }

TO: CHICAGO TITLE INSURANCE COMPANY
TETON DEVELOPMENT, LLC
LENDER (UNKNOWN, IF ANY)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO ITEMS FROM TABLE "A" THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 22, 2021.

DATED THIS 24TH DAY OF JUNE, A.D., 2021.

STEVEN J. LAUB, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3160
MY LICENSE EXPIRES ON NOVEMBER 30, 2022

STEVEN J LAUB
STATE OF ILLINOIS
035-003160
PROFESSIONAL LAND SURVEYOR
MOKENA, IL

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

NO.	DATE	REVISIONS DESCRIPTION	BY

TETON DEVELOPMENT, LLC

ALTA/ACSM LAND TITLE SURVEY FOR 100 NEW AVENUE LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
PH: (708) 326-5148
FAX: (708) 326-4692
ILPROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 100'
Date: 06/24/2021
Field Date: 06/22/2021
Drawn By: SJL
Checked By: SDS

1 OF 1

LAND TITLE SURVEY

EXHIBIT B

Final PUD Plan

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOCATION MAP
NOT TO SCALE

ADDRESS
100 NEW AVENUE
LEMONT, ILLINOIS 60439

BASIS OF BEARING
THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM – EAST ZONE

AREA DATA (EXISTING)

PARCEL ONE:	23,306 SQ. FT.
PARCEL TWO:	72,766 SQ. FT.
PARCEL THREE:	1,668,839 SQ. FT,
PARCEL FOUR:	1,311,653 SQ. FT.
TOTAL AREA:	3,076,564 SQ. FT. OR 70.63 ACRES

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE:	22–30–204–004–0000
PARCEL TWO:	22–30–204–009–0000
PARCEL THREE:	22–30–203–002–0000
PARCEL FOUR:	22–30–101–020–0000 AND 22–30–203–001–0000

GRAPHIC SCALE
(IN FEET)
1 inch = 150 ft.

APPROVED ZONING PER PUD PLAT

ZONING:R-5A & R-6
SINGLE FAMILY LOTS: 19
MULTI-FAMILY LOTS: 60

SETBACK	R-5A REQ./ORDINANCE	R-5A APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	10'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN. LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	3,000 S.F.	3,000 S.F.
LOT COVERAGE:	55%	55%

SETBACK	R-6 REQ./ORDINANCE	R-6 APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	15'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN.LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	2,500 S.F.	2,500 S.F
LOT COVERAGE:	65%	65%

PROJECT DATA

GROSS AREA OVERALL PROPERTY:	3,076,564 SQ. FT. OR 70.63 ACRES
LOT 85 (OPEN SPACE, NON–DEVELOPMENT, TO BE CONVEYED TO THE VILLAGE OF LEMONT)	1,310,692 SQ. FT. OR 30.09
NET AREA FOR DEVELOPMENT SITE:	1,765,842 SQ. FT. OR 40.54

COPPER RIDGE SITE (DEVELOPMENT SITE)

GROSS AREA	1,765,872 SQ. FT. OR 40.54 ACRES
R.O.W. DEDICATION (INTERNAL):	230,640 SQ. FT. OR 5.29 ACRES
MULTI–FAMILY LOTS (1–60):	392,983 SQ. FT. OR 9.01 ACRES
SINGLE FAMILY LOTS (61–79)	234,848 SQ. FT. OR 5.39 ACRES
STORM WATER & OPEN SPACE LOTS: (LOTS 80 THRU 85 & OUTLOTS A THRU F)	907,401 SQ. FT. OR 20.83 ACRES

SUBDIVISION NOTES

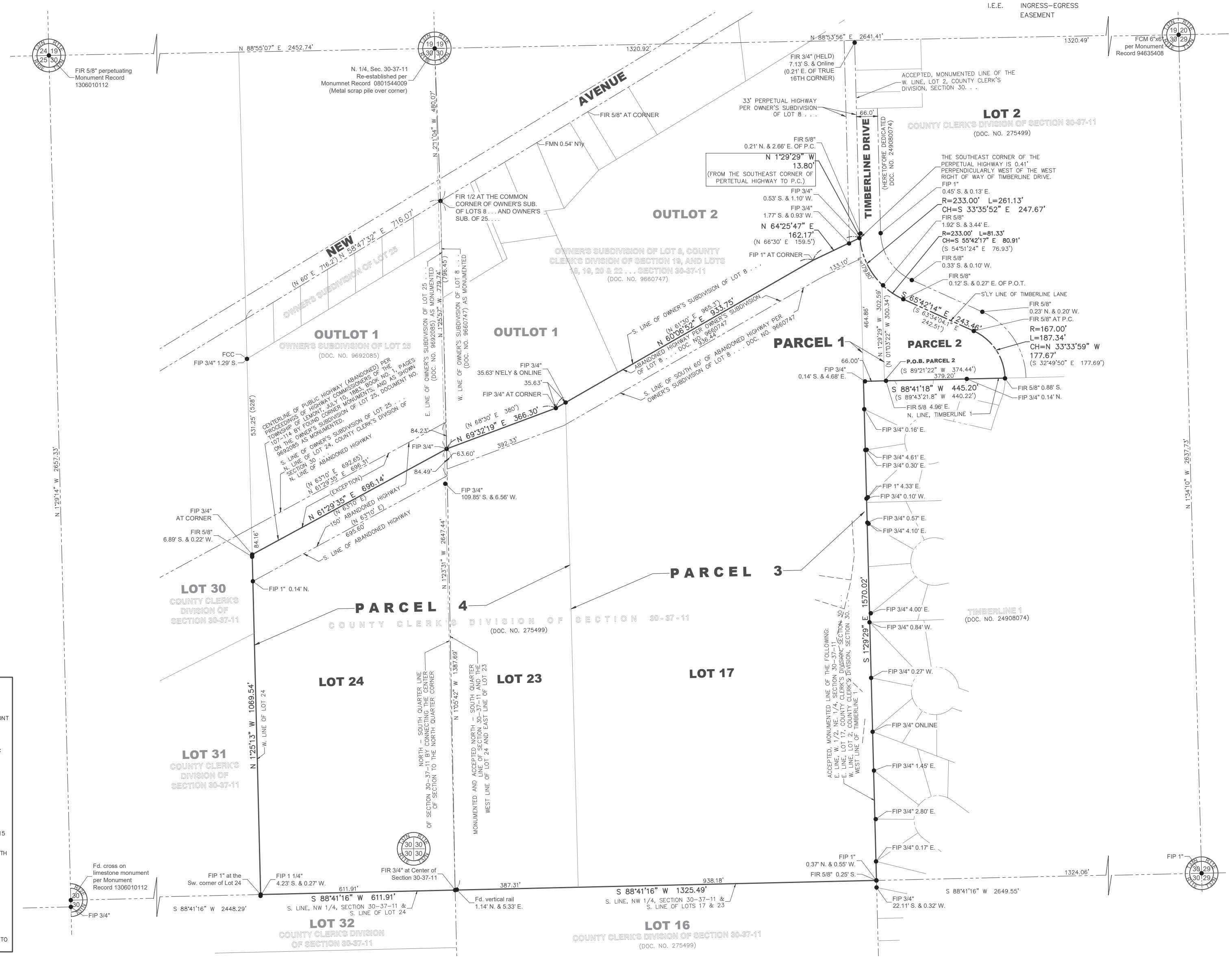
1. ALL AREAS ARE PLUS OR MINUS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL STREETS WITHIN COPPER RIDGE ARE HEREBY DEDICATED TO THE VILLAGE OF LEMONT FOR PUBLIC RIGHT OF WAYS AND UTILITY PURPOSES.
3. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT.
4. OUTLOTS A, B, C, D, E, F AND LOT 82 SHALL BE OPEN SPACE AND PUBLIC UTILITY & DRAINAGE EASEMENTS, AND MAINTAINED BY THE H.O.A. CC&R'S TO BE RECORDED UNDER SEPARATE DOCUMENT.
5. LOTS 1 – 79, TOGETHER WITH ANY COMMON ELEMENTS AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE H.O.A.
6. LOT 80 SHALL BE A PARK SITE AND MAINTAINED BY THE H.O.A. UNTIL CONVEYED TO THE LEMONT PARK DISTRICT.
7. LOTS 81, 83 & 84 SHALL BE CONSIDERED STORM WATER MANAGEMENT AND PUBLIC UTILITIES & DRAINAGE EASEMENTS AND MAINTAINED BY THE H.O.A.
8. ACCESS TO LOT 81 SHALL BE VIA AN INGRESS–EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80.
9. ACCESS TO OUTLOT 'A' SHALL BE VIA AN INGRESS–EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80 AND THE EAST 15 FEET OF LOT 81.
11. ACCESS TO OUTLOT 'B' SHALL BE VIA THE SOUTH 15 FEET OF LOTS 7 – 10, BOTH INCLUSIVE.
12. ACCESS TO OUTLOT 'C' SHALL BE VIA OUTLOT 'D' AND LOT 83.
13. ACCESS TO OUTLOT 'D' SHALL BE VIA COPPER RIDGE DRIVE.
14. ACCESS TO OUTLOT 'E' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.
15. ACCESS TO OUTLOT 'F' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.

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
(###.##')	RECORD DIMENSION
###.##	MEASURED DIMENSION
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
L.E.	LANDSCAPE EASEMENT
SQ. FT.	SQUARE FEET
L	ARC DIMENSION
R	RADIUS DIMENSION
I.E.E.	INGRESS–EGRESS EASEMENT
N	NORTH
S	SOUTH
E	EAST
W	WEST



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	11/15/2021	NONE THIS SHEET	SJL
3.	12/14/2021	NONE THIS SHEET	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920–9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

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

DEI

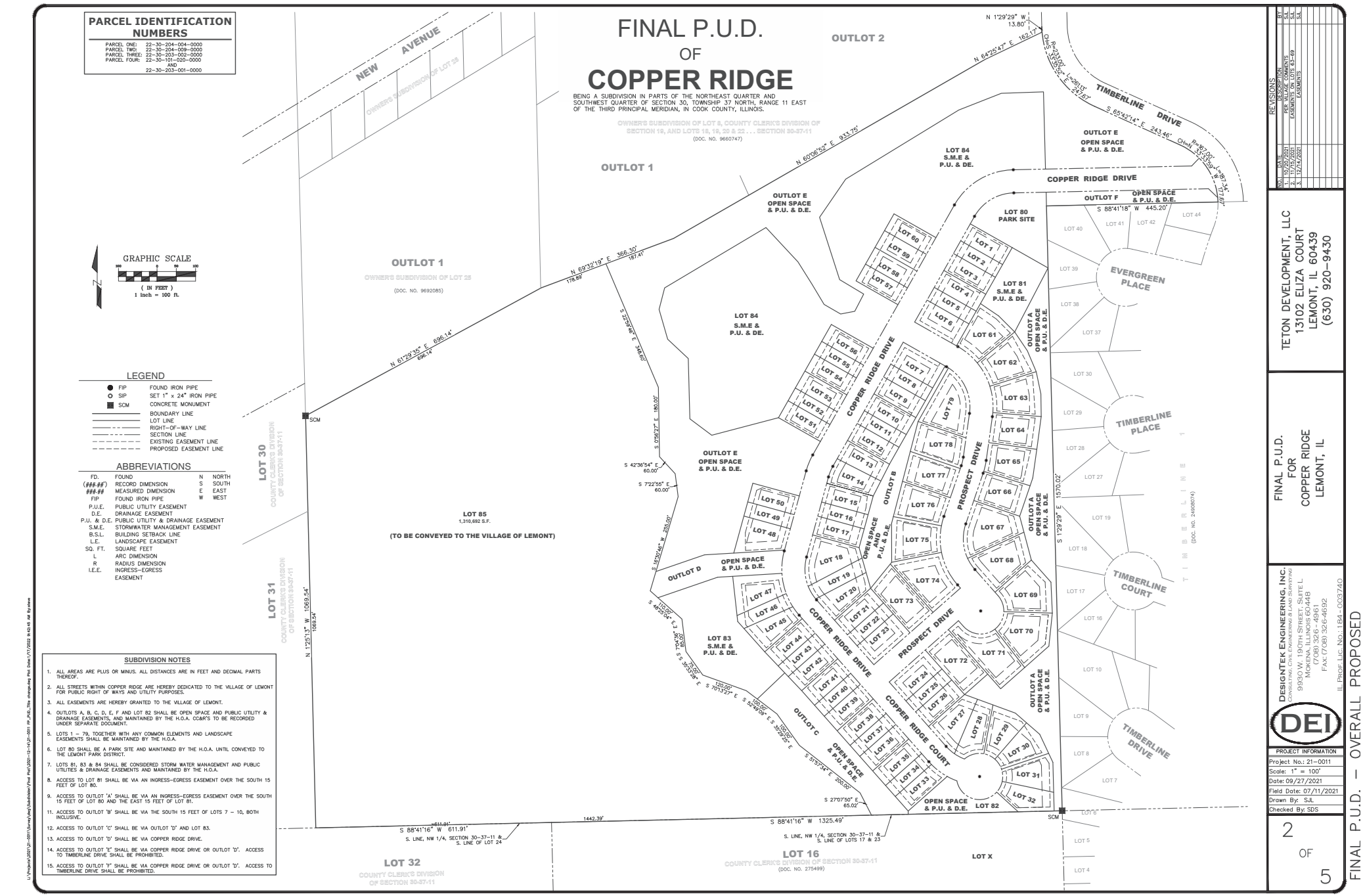
PROJECT INFORMATION
Project No.: 21–0011
Scale: 1" = 150'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

FINAL P.U.D. – EXISTING CONDITIONS

L:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\2021-12-14\21-0011 FP_PUD_Title change.dwg Plot Date:1/17/2022 9:42:43 AM By:steve

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

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	N	NORTH
(###.##')	RECORD DIMENSION	S	SOUTH
###.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

SUBDIVISION NOTES

1. ALL AREAS ARE PLUS OR MINUS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL STREETS WITHIN COPPER RIDGE ARE HEREBY DEDICATED TO THE VILLAGE OF LEMONT FOR PUBLIC RIGHT OF WAYS AND UTILITY PURPOSES.
3. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF LEMONT.
4. OUTLOTS A, B, C, D, E, F AND LOT 82 SHALL BE OPEN SPACE AND PUBLIC UTILITY & DRAINAGE EASEMENTS, AND MAINTAINED BY THE H.O.A. CC&R'S TO BE RECORDED UNDER SEPARATE DOCUMENT.
5. LOTS 1 – 79, TOGETHER WITH ANY COMMON ELEMENTS AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE H.O.A.
6. LOT 80 SHALL BE A PARK SITE AND MAINTAINED BY THE H.O.A. UNTIL CONVEYED TO THE LEMONT PARK DISTRICT.
7. LOTS 81, 83 & 84 SHALL BE CONSIDERED STORM WATER MANAGEMENT AND PUBLIC UTILITIES & DRAINAGE EASEMENTS AND MAINTAINED BY THE H.O.A.
8. ACCESS TO LOT 81 SHALL BE VIA AN INGRESS-EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80.
9. ACCESS TO OUTLOT 'A' SHALL BE VIA AN INGRESS-EGRESS EASEMENT OVER THE SOUTH 15 FEET OF LOT 80 AND THE EAST 15 FEET OF LOT 81.
11. ACCESS TO OUTLOT 'B' SHALL BE VIA THE SOUTH 15 FEET OF LOTS 7 – 10, BOTH INCLUSIVE.
12. ACCESS TO OUTLOT 'C' SHALL BE VIA OUTLOT 'D' AND LOT 83.
13. ACCESS TO OUTLOT 'D' SHALL BE VIA COPPER RIDGE DRIVE.
14. ACCESS TO OUTLOT 'E' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.
15. ACCESS TO OUTLOT 'F' SHALL BE VIA COPPER RIDGE DRIVE OR OUTLOT 'D'. ACCESS TO TIMBERLINE DRIVE SHALL BE PROHIBITED.

REVISIONS		
NO.	DATE	
1.	10/20/2021	PER VILLAGE COMMENTS — SJL
2.	11/15/2021	EASEMENTS ON LOTS 63-69 — SJL
3.	12/14/2021	EASEMENTS — SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4992
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 100'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

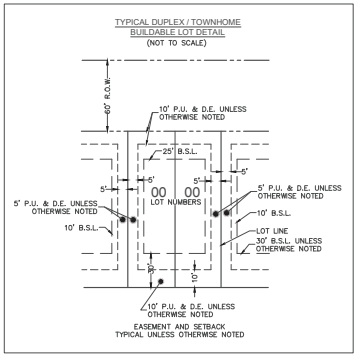
2 OF 5

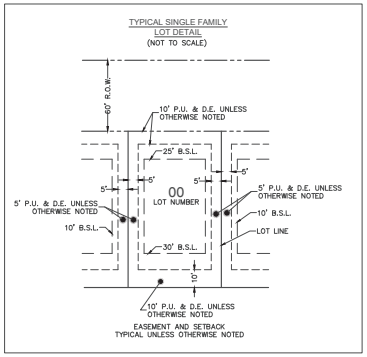
FINAL P.U.D. – OVERALL PROPOSED

U:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\21-0011 FP_PUD_Title exhibit.dwg Plot Date: 1/7/2022 9:43:45 AM Bpickens

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.





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	N	NORTH
(###.##)	RECORD DIMENSION	S	SOUTH
###.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

LOT 84 S.M.E & P.U. & DE. 293,225 S.F.
OUTLOT E OPEN SPACE & P.U. & D.E. 330,433 S.F.
OUTLOT F 15,422 S.F.
OPEN SPACE & P.U. & D.E.
LOT 80 PARK SITE 24,719 S.F.
LOT 81 S.M.E & P.U. & DE.
OUTLOT A OPEN SPACE & P.U. & D.E. 77,793 S.F.
LOT 85
LOT 61 11,611 S.F.
LOT 62 11,689 S.F.
LOT 63 11,689 S.F.
LOT 64 10,338 S.F.
LOT 78 10,854 S.F.
LOT 79 14,281 S.F.
COPPER RIDGE DRIVE
PROSPECT DRIVE
TIMBERLINE DRIVE
EVERGREEN PLACE
TIMBERLINE PLACE
TIMBERLINE 1 (DOC. NO. 24908074)
15' P.U. & D.E. & 15' INGRESS-EGRESS EASEMENT (ACROSS LOTS 4 - 6) HEREBY GRANTED TO THE VILLAGE OF LEMONT FOR ACCESS TO LOT 81.
LOT 40
LOT 41
LOT 42
LOT 44
LOT 39
LOT 38
LOT 37
LOT 30
LOT 29
LOT 28

REVISIONS		
NO.	DATE	DESCRIPTION
1.	10/20/2021	PER VILLAGE COMMENTS
2.	11/15/2021	EASEMENTS ON LOTS 63-69
3.	12/14/2021	EASEMENTS

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4992
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

3 OF 5

FINAL P.U.D. – PROPOSED NORTH

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-30-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

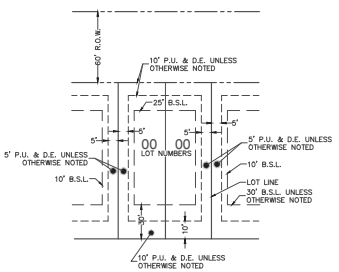
LEGEND

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

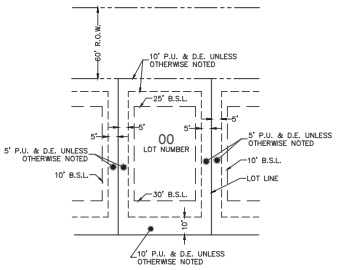
FD.	FOUND	N	NORTH
(####.##')	RECORD DIMENSION	S	SOUTH
####.##	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
S.M.E.	STORMWATER MANAGEMENT EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
L.E.	LANDSCAPE EASEMENT		
SQ. FT.	SQUARE FEET		
L	ARC DIMENSION		
R	RADIUS DIMENSION		
I.E.E.	INGRESS-EGRESS EASEMENT		

TYPICAL DUPLEX / TOWNHOME BUILDABLE LOT DETAIL
(NOT TO SCALE)



EASEMENT AND SETBACK
TYPICAL UNLESS OTHERWISE NOTED

TYPICAL SINGLE FAMILY LOT DETAIL
(NOT TO SCALE)



EASEMENT AND SETBACK
TYPICAL UNLESS OTHERWISE NOTED

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	34.19	180.00	N13° 27' 24"E	34.14
C2	22.79	120.00	S13° 27' 24"W	22.76
C3	29.82	120.00	N22° 25' 19"E	29.75
C4	44.74	180.00	S22° 25' 19"W	44.62

7.5' P.U. & D.E. (EACH SIDE OF LOTS 30 AND 31) HEREBY GRANTED TO THE VILLAGE OF LEMONT & 7.5' INGRESS-EGRESS EASEMENT (EACH SIDE OF LOTS 30 AND 31) HEREBY GRANTED TO THE VILLAGE OF LEMONT FOR ACCESS TO OUTLOT 'A'

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	11/15/2021	EASEMENTS ON LOTS 63-69	SJL
3.	12/14/2021	EASEMENTS	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX (708) 326-4992
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

4 OF 5

FINAL P.U.D. - PROPOSED SOUTH

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE: 22-204-004-0000
PARCEL TWO: 22-30-204-009-0000
PARCEL THREE: 22-30-203-002-0000
PARCEL FOUR: 22-30-101-020-0000
AND
22-30-203-001-0000

FINAL P.U.D.
OF
COPPER RIDGE

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 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

______________________________________ 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 ____________________ AND

_____________________________, RESPECTIVELY, THE _______________________ AND

_____________________________, OF ____________________________, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, AS SUCH (TITLE) AND (TITLE) , RESPECTIVELY, 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

Original mylar submitted by and return to:

The Village of Lemont
418 Main Street
Lemont, Illinois 60439

Send all future tax bills to:

Teton Development, LLC
13102 Eliza Court
Lemont, Illinois 60439

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: ________________________ ATTEST: ___________________________
VILLAGE PRESIDENT 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) / ENGINEER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _______)

I, ________________________, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS

IN THIS _______________________________________ SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

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

BY: ________________________
VILLAGE ENGINEER

INGRESS-EGRESS PROVISIONS

A permanent vehicular ingress and egress easement is hereby reserved and granted to the Village of Lemont and the owner and subsequent owner(s) of Lot 81 over part of Lot 80 as shown and designated on the annexed plat.

A permanent vehicular ingress-egress easement is hereby reserved and granted to the Village of Lemont and the owner or subsequent owner(s) of Outlot 'A' over part of Lot 80 and Lot 81 as shown and designated on the annexed plat.

A permanent vehicular ingress and egress easement is hereby reserved and granted to the Village of Lemont and the owner or subsequent owner(s) of Outlot 'B" over parts of Lots 7, 8, 9 and 10 as shown and designated on the annexed plat.

An access road shall be installed in accordance with the village standards and that Homeowners Association (H.O.A.) shall maintain the same in a state of good repair at all times in accordance with village ordinances.

The access road shall be kept free of obstructions in accordance with village ordinances.

The maintenance of pavement in accordance to village ordinances of the access road easements are the responsibility of the H.O.A. The H.O.A. shall identify the access road in accordance with village ordinances. the village is hereby authorized to cause such access road and utility easements to be maintained free and unobstructed at all times.

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 "outlots", "common elements", "open space", "open area", "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 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.

COMCAST COMMUNICATIONS PROVISIONS

An easement is hereby reserved and granted to COMCAST COMMUNICATIONS CORPORATION, operating within the Village of Lemont, it's successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of communication end 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 plot 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 end granted hereby.

RESPONSIBILITY OF H.O.A.

The Homeowners Association (H.O.A.) shall be responsible for maintenance of all landscaping areas within all of Lots 81, 82, 83 and 84, and Outlots A, B, C, D, E and F. The Homeowners Association shall maintain those specified areas and features described above 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 Owners fail to properly maintain these areas, the Village shall, upon seventy-two (72) hours prior notice to the H.O.A., have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the specified areas and features. 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 H.O.A.

In the event the Village shall perform, or have performed on its behalf, any maintenance work of the specified areas or features, 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 owners 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.

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:

PARCEL ONE
THAT PART OF THE WESTERLY 66 FEET OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, LYING SOUTHERLY OF THE SOUTHERLY LINE OF TIMBERLINE DRIVE AS DEDICATED IN TIMBERLINE I SUBDIVISION AS RECORDED APRIL 5, 1979, AS DOCUMENT NUMBER 24908074 AND LYING NORTHERLY OF THE NORTH LINE OF TIMBERLINE I SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL TWO
THAT PART OF LOT 2 OF COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 8, 1880 AS DOCUMENT NUMBER 275499, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF TIMBERLINE I SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 30 AND PART OF LOTS 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, RECORDED APRIL 5, 1979 AS DOCUMENT NUMBER 24908074, THAT IS 66 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREE 03 MINUTES 22 SECONDS WEST 300.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TIMBERLINE DRIVE AS DEDICATED IN SAID TIMBERLINE I WHICH IS 66.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 233.00 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 51 MINUTES 24 SECONDS EAST 76.93 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63 DEGREES 34 MINUTES 04.1 SECONDS EAST 242.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 167.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 49 MINUTES 50 SECONDS EAST 177.69 FEET TO A POINT ON THE NORTH LINE OF SAID TIMBERLINE I SUBDIVISION; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST 374.44 FEET ALONG THE SAID NORTH LINE OF TIMBERLINE I TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL THREE
LOT 17 IN THE COUNTY CLERK'S' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID DIVISION RECORDED JUNE 8, 1880 AS
DOCUMENT 275499 IN BOOK 15 OF PLATS, PAGE 59. (EXCEPT FROM SAID PREMISES THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF OWNERS' SUBDIVISION RECORDED MAY 23, 1927 AS
DOCUMENT 9660747), IN COOK COUNTY, ILLINOIS.

PARCEL FOUR
LOT 23 (EXCEPT THAT PART IN OWNERS' SUBDIVISION) AND THAT PART OF LOT 24, LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY, AS RELOCATED BY PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT ON JULY 10, 1883 AS APPEARS IN SAID HIGHWAY COMMISSIONER'S RECORD BOOK NO. 1 AT PAGES 107 TO 114 IN COUNTY CLERK'S' DIVISION OF SECTION 30, 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 HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT IRON REBAR 5/8" 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 THE FINAL GRADING, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT PART OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% 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 17031C0567J, EFFECTIVE DATE ON 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 DEGREES FAHRENHEIT.

ALL CURVE LENGTHS SHOWN ARE ARC DIMENSIONS.

GIVEN UNDER MY HAND AND SEAL AT MOKENA, ILLINOIS, THIS 28TH DAY OF SEPTEMBER A.D., 2021.

PROFESSIONAL LAND SURVEYOR
STEVEN J LAUB
STATE OF ILLINOIS
035-003160
MOKENA, IL.

____
STEVEN J. LAUB
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. #035-003160
LICENSE EXPIRES ON NOVEMBER. 30, 2022

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

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	10/20/2021	PER VILLAGE COMMENTS	SJL
2.	12/14/2021	NONE THIS SHEET	SJL

TETON DEVELOPMENT, LLC
13102 ELIZA COURT
LEMONT, IL 60439
(630) 920-9430

FINAL P.U.D.
FOR
COPPER RIDGE
LEMONT, IL

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
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09/27/2021
Field Date: 07/11/2021
Drawn By: SJL
Checked By: SDS

5 OF 5

FINAL P.U.D. - CERTIFICATIONS

L:\Projects\2021\21-0011\Survey\dwg\Subdivision\Final Plat\2021-12-14\21-0011 FP_PUD_Title change.dwg Plot Date:1/17/2022 9:42:54 AM By:steve

EXHIBIT C

Landscape Plan

LANDSCAPE PLAN FOR:

COPPER RIDGE SUBDIVISION

Lemont, IL

Site Location Map

SHEET INDEX

SHEET	DESCRIPTION
CS	COVER SHEET
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE PLAN
L-4	PROTO-TYPICAL FOUNDATION LANDSCAPE PLAN & DETAILS
L-5	NATIVE DETENTION LANDSCAPING
L-6	NATIVE AREA MAINTENANCE PROGRAM & REQUIREMENTS

Developer:
Beechen & Dill Homes
13102 Eliza Court
Lemont, IL 60439
630.920.9430

Landscape Architect:
Metz & Company
826 E. Maple Street
Lombard, IL 60148
630.561.3903

Engineer:
DesignTek Engineering, Inc.
9930 W. 190th St., Suite L
Mokena, IL 60448
708.326.4961

LANDSCAPING NOTE:

All landscaping material and requirements shall adhere to the Village of Lemont's Unified Development Code §17.20. Particularly the "Installation section" referencing "only trees dug with the root ball from the nursery growing location will be acceptable, etc." §17.20.040 Q.

811 Know what's below. Call before you dig.

REVISIONS

3	Village Review #1	10-29-21
2	Client Review	9-22-21
1	Client Review	9-15-21

COPPER RIDGE SUBDIVISION
LEMONT, ILLINOIS

SEAL:

RANDY F. METZ
no. 157-000422

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING

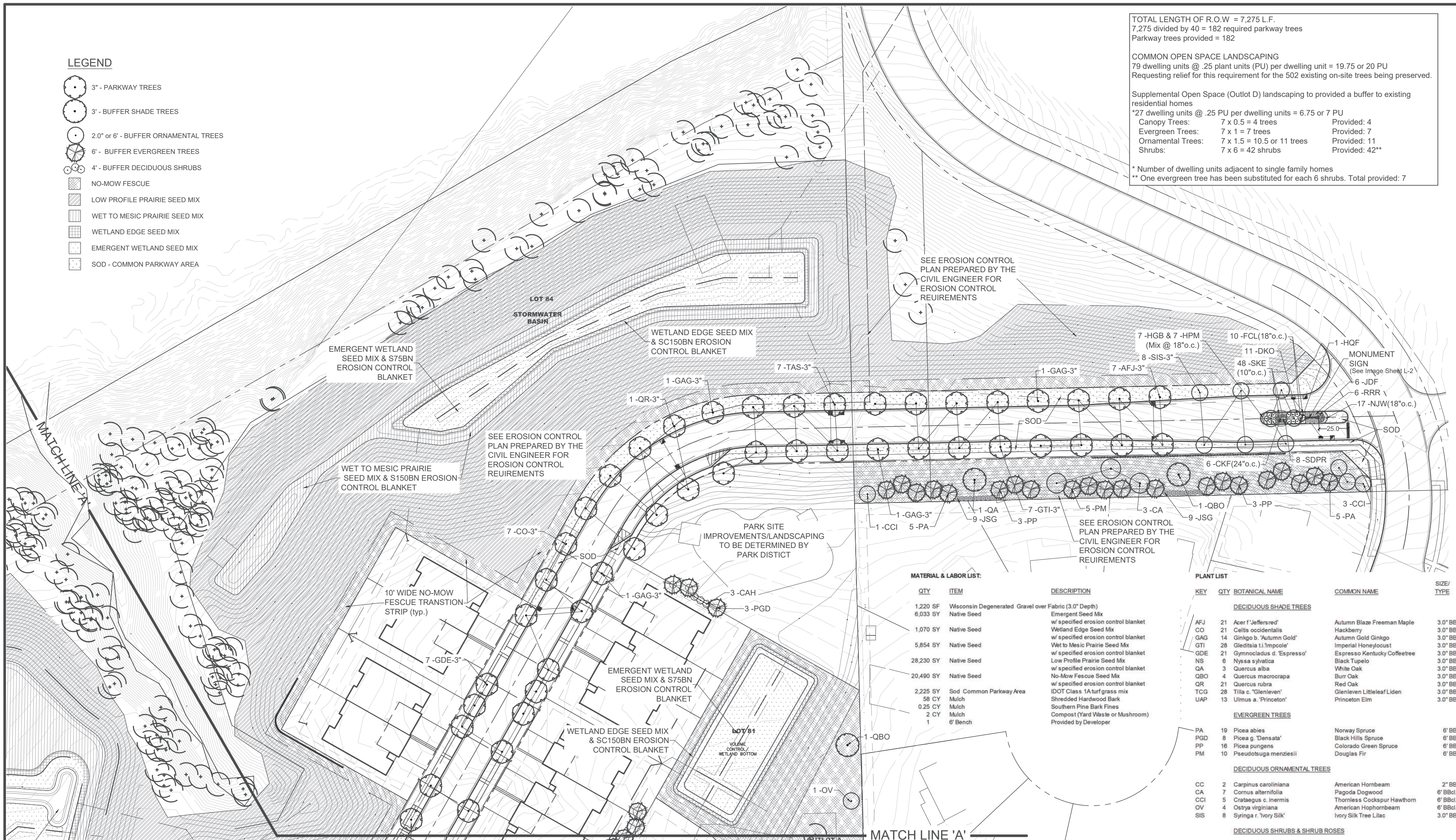
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
COVER SHEET

PROJECT NO.: 21-167
DATE: 09-10-2021
SCALE: As Noted

SHEET
CS

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale.
Any reproduction of the design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.
The design and any and all ideas contained herein are the sole property of Metz & Company.
© Copyright 2021 all rights reserved.



TOTAL LENGTH OF R.O.W = 7,275 L.F.
7,275 divided by 40 = 182 required parkway trees
Parkway trees provided = 182

COMMON OPEN SPACE LANDSCAPING
79 dwelling units @ .25 plant units (PU) per dwelling unit = 19.75 or 20 PU
Requesting relief for this requirement for the 502 existing on-site trees being preserved.

Supplemental Open Space (Outlot D) landscaping to provided a buffer to existing residential homes
*27 dwelling units @ .25 PU per dwelling units = 6.75 or 7 PU

Canopy Trees:	7 x 0.5 = 4 trees	Provided: 4
Evergreen Trees:	7 x 1 = 7 trees	Provided: 7
Ornamental Trees:	7 x 1.5 = 10.5 or 11 trees	Provided: 11
Shrubs:	7 x 6 = 42 shrubs	Provided: 42**

* Number of dwelling units adjacent to single family homes
** One evergreen tree has been substituted for each 6 shrubs. Total provided: 7

MATERIAL & LABOR LIST:

QTY	ITEM	DESCRIPTION
1,220 SF	Wisconsin Degenerated Gravel over Fabric (3.0" Depth)	
6,033 SY	Native Seed	Emergent Seed Mix w/ specified erosion control blanket
1,070 SY	Native Seed	Wetland Edge Seed Mix w/ specified erosion control blanket
5,854 SY	Native Seed	Wet to Mesic Prairie Seed Mix w/ specified erosion control blanket
28,230 SY	Native Seed	Low Profile Prairie Seed Mix w/ specified erosion control blanket
20,490 SY	Native Seed	No-Mow Fescue Seed Mix w/ specified erosion control blanket
2,225 SY	Sod Common Parkway Area	IDOT Class 1A turf grass mix
58 CY	Mulch	Shredded Hardwood Bark
0.25 CY	Mulch	Southern Pine Bark Fines
2 CY	Mulch	Compost (Yard Waste or Mushroom)
1	6' Bench	Provided by Developer

PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/ TYPE
		DECIDUOUS SHADE TREES		
AFJ	21	Acer f 'Jeffersred'	Autumn Blaze Freeman Maple	3.0" BB
CO	21	Celtis occidentalis	Hackberry	3.0" BB
GAG	14	Ginkgo b. 'Autumn Gold'	Autumn Gold Ginkgo	3.0" BB
GTI	28	Gleditsia t.i.'Impcole'	Imperial Honeylocust	3.0" BB
GDE	21	Gymnocladus d. 'Espresso'	Espresso Kentucky Coffeetree	3.0" BB
NS	6	Nyssa sylvatica	Black Tupelo	3.0" BB
QA	3	Quercus alba	White Oak	3.0" BB
QBO	4	Quercus macrocrapa	Burr Oak	3.0" BB
QR	21	Quercus rubra	Red Oak	3.0" BB
TCG	28	Tilla c. "Glenleven'	Glenleven Littleleaf Liden	3.0" BB
UAP	13	Ulmus a. 'Princeton'	Princeton Elm	3.0" BB
		EVERGREEN TREES		
PA	19	Picea abies	Norway Spruce	6' BB
PGD	8	Picea g. 'Densata'	Black Hills Spruce	6' BB
PP	16	Picea pungens	Colorado Green Spruce	6' BB
PM	10	Pseudotsuga menziesii	Douglas Fir	6' BB
		DECIDUOUS ORNAMENTAL TREES		
CC	2	Carpinus caroliniana	American Hornbeam	2" BB
CA	7	Cornus alternifolia	Pagoda Dogwood	6' BBcl.
CCI	5	Crataegus c. inermis	Thornless Cockspur Hawthorn	6' BBcl.
OV	4	Ostrya virginiana	American Hophornbeam	6' BBcl.
SIS	8	Syringa r. 'Ivory Silk'	Ivory Silk Tree Lilac	3.0" BB
		DECIDUOUS SHRUBS & SHRUB ROSES		
AM	6	Aronia melanocarpa	Black Chokeberry	3' BB
CSC	6	Clethra a. 'Sixteen Candles'	Sixteen Candles Summersweet	#5/24"
CAH	12	Corylus americana	American Hazelnut	4' BB
DKO	11	Diervilla r. 'G2X88544'	Orange Kodiak Diervilla	#3/24"
HQF	1	Hydrangea p. 'Bulk'	Quick Fire Hydrangea	#5
RB	6	Rosa blanda	Early Rose	#5/24"
RRR	6	Rosa r. 'Meitozaure'	Raspberry Rugostar Rose	#5
SDPR	8	Spiraea j. 'SMNSJMFR"	Double Play Red Spirea	#3
		EVERGREEN SHRUBS		
JDF	6	Juniperus c 'Daub's Frosted'	Daub's Frosted Juniper	24"/#5
JSG	18	Juniperus c. 'Sea Green'	Sea Green Juniper	24"/#5
		ORNAMENTAL GRASS & PERINNIALS		
CKF	6	Calamgrostis a. 'Karl Foerster'	Feather Reed Grass	#1
FCI	10	Festuca x 'Cool as Ice'	Cool as Ice Fescue	#1
PHM	9	Panicum v.'Heavy Metal'	Heavy Metal Switch Grass	#1
		PERENNIALS		
EPS	18	Echinacea p. 'Prairie Splendor'	Prairie Splendor Coneflower	#1
HGB	7	Hemerocallis 'Going Bananas'	Going Bananas Daylily	#1
HPM	7	Hemerocallis 'Pardon Me'	Parden Me Daylily	#1
NJW	17	Nepeta f. 'Novanepjun'	Junior Walker Catmint	#1
		GROUNDCOVERS & VINES		
SKE	2	Sedum k. var. ellacombeanum	Japanese Stonecrop(48 plants)	from 24 flat

GENERAL NOTES:

1. Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

2. The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

3. Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

4. If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

5. Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

6. Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

7. Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

8. Actions taken without the knowledge and consist of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

9. Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements,

10. Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

11. All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

12. The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

13. All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.

14. All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

15. Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

16. Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.

17. All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

18. Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

19. Sod shall be mineral base only. Sod and turf grass seed shall meet IDOT Class 1A seed mix specifications

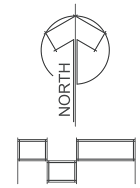
20. Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs).

21. All plant material shall be guaranteed for one (1) year from the date of acceptance.

22. Front, side, & rear yards, plus parkways shall be fine graded with a minimum of four (4) inches of topsoil prior to seeding and or sodding operations. All seeded areas shall be covered with a straw blanket.

23. Parkway trees shall be installed in the spring or fall, but not before the construction of the dwelling and the completion of the public sidewalk. In no case shall parkway tress be planted later than two (2) years after the commencement of construction of the development.

24. Contractor shall not plant any parkway tree within fifteen (15) feet of any traffic sign.



If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

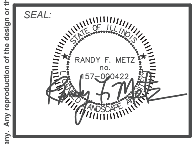
© Copyright 2021 all rights reserved. The design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of the design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.

REVISIONS

2	Village Review #1	10-29-21
2	Client Review	9-22-21
1	Client Review	9-15-21

COPPER RIDGE SUBDIVISION
LEMONT, ILLINOIS

SEAL:

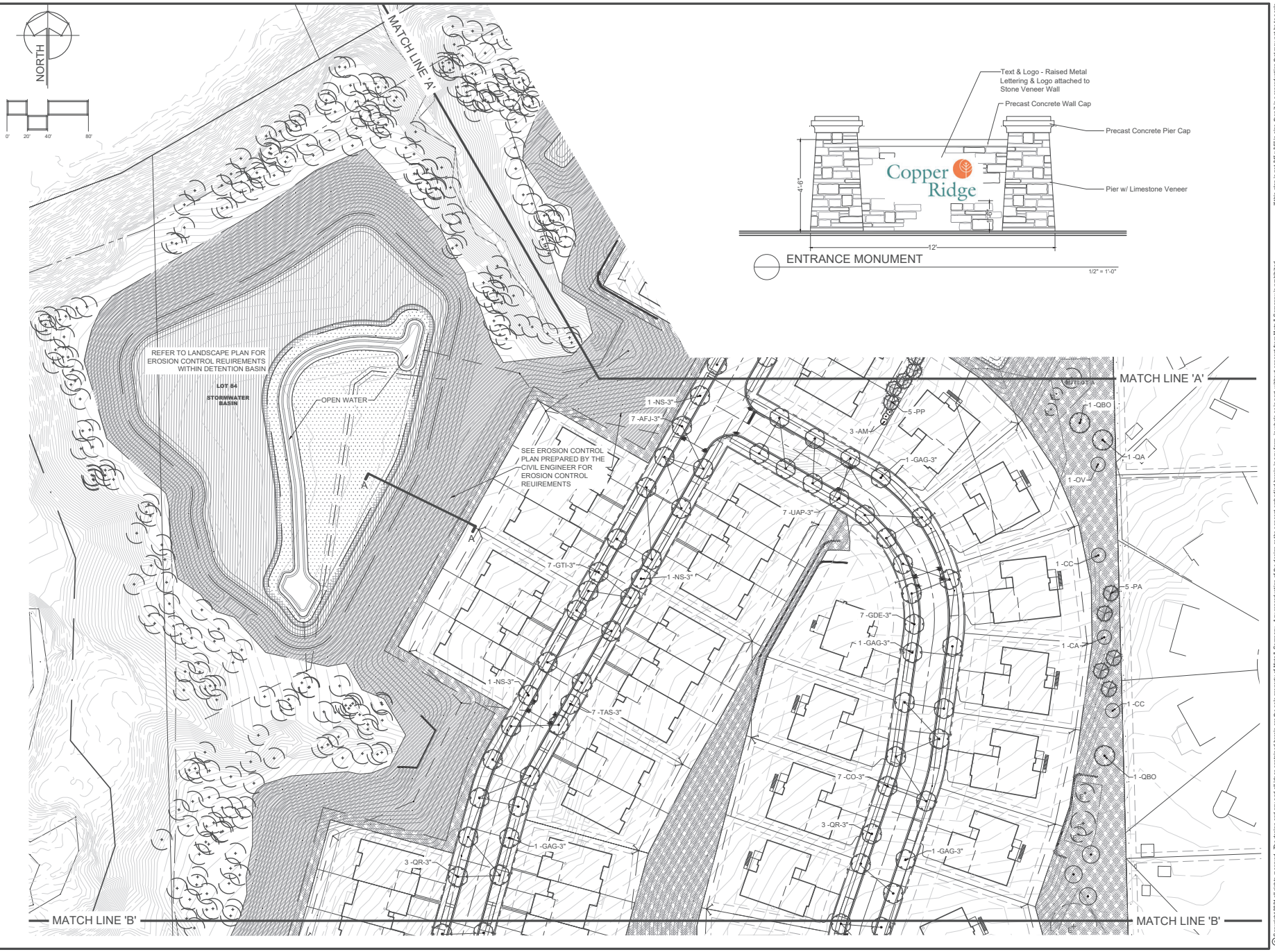


METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
LANDSCAPE PLAN

PROJECT NO.: 21-167
DATE: 09-10-2021
SCALE: 1"=40'

SHEET L-1



REVISIONS

3.	Village Review #1	10-29-21
2.	Client Review	9-22-21
1.	Client Review	9-15-21

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

COPPER RIDGE SUBDIVISION

LEMONT, ILLINOIS

SEAL:

RANDY F. METZ
no. 157-000422

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE

LANDSCAPE PLAN

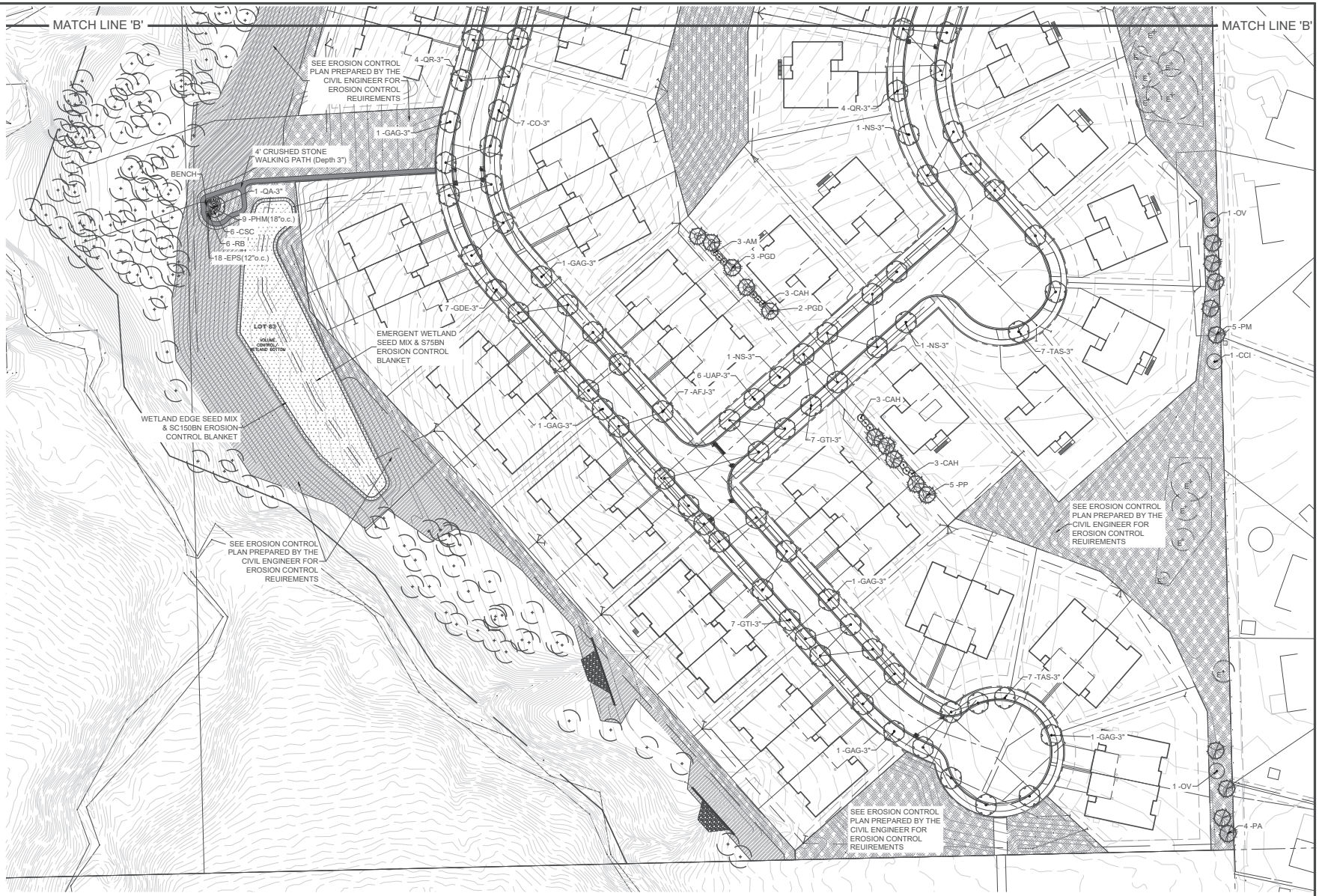
PROJECT NO.: 21-167

DATE: 09-10-2021

SCALE: 1"=40'

SHEET L-2

© Copyright 2021 all rights reserved. This design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of this design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.



REVISIONS		
2	Village Review #1	10-29-21
2	Client Review	9-22-21
1	Client Review	9-15-21

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

COPPER RIDGE SUBDIVISION

LEMONT, ILLINOIS

SEAL:

RANDY F. METZ
PRINCIPAL
157-000422
REGISTERED LANDSCAPE ARCHITECT

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE

LANDSCAPE PLAN

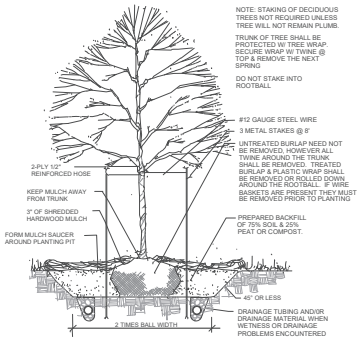
PROJECT NO.: 21-167

DATE: 09-10-2021

SCALE: 1"=40'

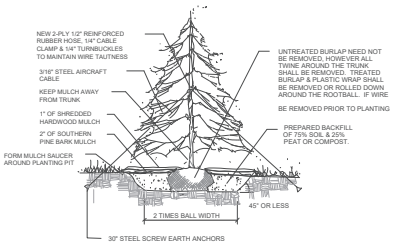
SHEET L-3

© Copyright 2021 all rights reserved. The design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of the design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.



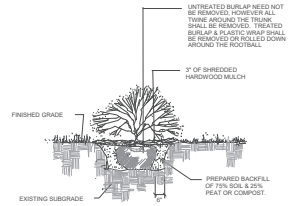
DECIDUOUS TREE

NTS



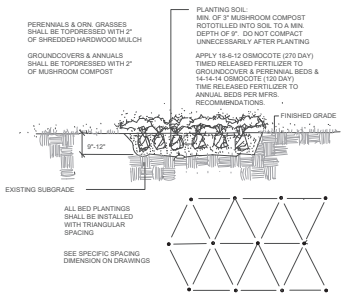
EVERGREEN TREE

NTS



SHRUBS

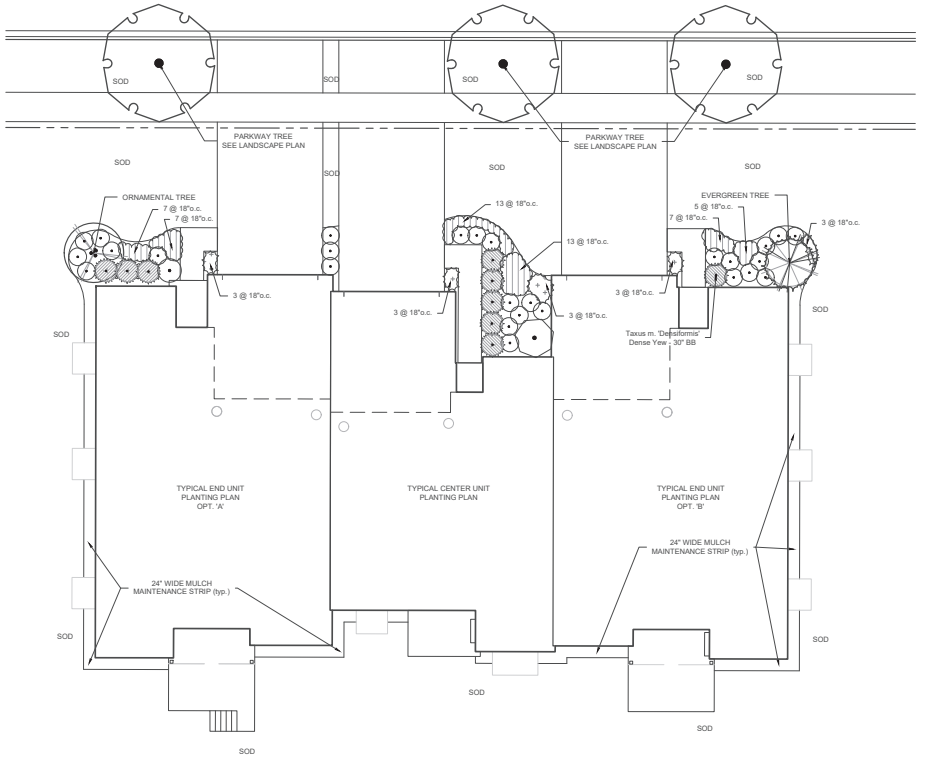
NTS



BED PLANTING DETAIL

(PERENNIALS, ORNAMENTAL GRASSES VINES, GROUNDCOVERS & ANNUALS)

NTS



PROTO-TYPICAL FOUNDATION LANDSCAPE PLAN

1" = 10'-0"

PLANT LIST -FOUNDATIONS PLANTINGS

The following is a general listing of quality plant material from which final plant species assignments may be selected.

NOTE: No less than five (5) percent or no more than twenty-five (25) percent of the total foundation plantings shall be of one (1) idividual species.

KEY

SIZE

2.0" cliper B/B or 6.0' B/B clump

8' B/B

30"

18"/#3

18"

#1 Cont.

#1 Cont.

● Plants to be used in heavy shade locations (North Sides of Buildings)
◐ Plants to be used in part shade or sun

DECIDUOUS ORNAMENTAL TREES

◐ Amelanchier canadensis	Shadblow Serviceberry
◐ Amelanchier g.'Autumn Brilliance'	Autumn Brilliance Serviceberry
Betula p. 'Whitespire'	Whitespire Gray Birch
● Hamamellis vernalis	Vernal Witchhazel
Magnolia 'Jane'	Jane Magnolia
Malus 'Lollizam'	Lollipop Crabapple
Pyrus c.'Jaczam'	Jack Callery Pear
Syringa r. 'Ivory Silk'	Ivory Silk Japanese Tree Lilac
● Viburnum prunifolium	Blackhaw Viburnum

EVERGREEN TREES

Picea a. 'Cupressina'	Columnar Norway Spruce
Picea p. 'Fat Albert'	Fat Albert Colorado Spruce
Pinus s. 'Fastigiata'	Columnar White Pine

LARGE DECIDUOUS SHRUBS

◐ Cornus s. 'Isanti'	Redosier Dogwood
Cotoneaster acutifolia	Peking Cotoneaster
● Hydrangea a. 'Abetwo'	Incrediball Hydrangea
◐ Hydrangea p. 'Limelight'	Limelight Hydrangea
◐ Hydrangea p. 'Renhy'	Vanilla Strawberry Hydrangea
◐ Physocarpus o. 'Seward'	Summer Wine Ninebark
Syringa p.'Miss Kim'	Miss Kim Dwarf Lilac
● Viburnum d. 'Christom'	Blue Muffin Viburnum
◐ Viburnum x juddii	Judd Viburnum
◐ Viburnum cayuga	Cayuga Viburnum
Weigela f. 'Alexandra'	Wine & Roses Weigela

DWARF DECIDUOUS SHRUBS & SHRUB ROSES

Cotoneaster apiculata	Cranberry Cotoneaster
Fothergilla gardenii	Dwarf Fothergilla
● Diervilla 'G2X88541'	Kodiak Red Bush-honeysuckle
◐ Diervilla s. 'Butterfly'	Southern Bush-honeysuckle
◐ Hydrangea m. 'Bailmer'	Endless Summer Hydrangea
◐ Hydrangea p. 'ILVOBO'	Bobo Hydrangea
◐ Hypericum kalmianum	Kalm St. John's Wort
● Rhus a.'Gro-Low'	Gro-Low Sumac
● Ribes a.'Green Mound'	Green Mound Alpine Currant
Rosa 'Meimirote'	Apricot Drift Rose
Rosa 'Meijocos'	Pink Drift Rose
Rosa 'Meigalpio'	Red Drift Rose
Rosa 'BAlmir'	Kashmir Easy Elegance Rose
Rosa 'BAlgirl'	My Girl Easy Elegance Rose
Rosa 'Radtko'	Double Knock Out Rose
Sorbaria a. 'Sem'	Sem Ural Fasle Spirea
◐ Spiraea b.'Tor'	Birchleaf Spirea
Spiraea x b.' Anthony Waterer'	Anthony Waterer Spirea
Spiraea x b.'Froebeli'	Froebel's Spirea
Spiraea x b.'Gold Flame'	Gold Flame Spirea
Spiraea x m. 'Darsnorm'	Snow Storm Spirea
Weigela x 'Dark Horse'	Dark Horse Weigela

EVERGREEN/BROADLEAF SHRUBS

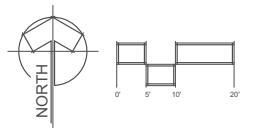
◐ Buxus 'Glencoe'	Chicagoland Green Boxwood
● Euonymus f.'Emerald Gaiety'	Emerald Gaiety Euonymus
● Euonymus f. 'Sarcoxie'	Sarcoxie Euonymus
Juniperus c.'Gold Lace'	Gold Lace Juniper
Juniperus c. 'Kallay's Compact'	Kally's Compact Juniper
● Taxus m. 'Densiformis'	Dense Yew

PERENNALS

Achillea millefolium sp.	Yarrow
● Astilbe chinensis sp	Astilbe
Coreopsis v. 'Moonbeam'	Moonbeam Coreopsis
◐ Echinacea sp.	Coneflower
◐ Geranium 'Gerwat'	Rozanne Geranium
◐ Geranium s. 'Max Frei'	Max Frei Bloody Cranesbill
Hemerocallis sp.	Daylily
◐ Heuchera sp.	Coralbells
◐ Hosta 'Brother Stefan'	Brother Stefan Hosta
● Hosta 'Francee'	Francee Hosta
● Hosta 'Halcyon'	Halcyon Hosta
◐ Hosta 'Patriot'	Patriot Hosta
Nepeta r. 'Walker's Low'	Walker's Low Catmint
◐ Rudbeckia f. 'Viette's Little Suzy'	Little Suzy Black-eyed Susan
Sedum s. 'Autumn Joy'	Autumn Joy Sedum

ORNAMENTAL GRASSES

Calamagrostis a. 'Karl Foerster'	Feather Reed Grass
● Carex m. 'Ice Dance'	Ice Dance Sedge
◐ Deschampsia c. 'Pixie Fountain'	Pixie Fountain Tufted Hair Grass
◐ Hakonechloa m. 'All Gold'	Japanese Forest Grass
Panicum v. 'Cheyenne Sky'	Cheyenne Sky Switch Grass
Panicum v. 'Shenandoah'	Shenandoah Red Switch Grass
Pennisetum a 'Hameln'	Hameln Fountain Grass
Schizachyrium s. 'Carousel'	Carousel Little Bluestem
◐ Sesleria autumnalis	Autumn Moor Grass
Sporobolus heterolepis	Prairie Dropseed



REVISIONS

2.	Village Review #1	10-29-21
2.	Client Review	9-22-21
1.	Client Review	9-15-21

COPPER RIDGE SUBDIVISION

LEMONT, ILLINOIS

SEAL:

RANDY F. METZ
no. 157-00422
REGISTERED LANDSCAPE ARCHITECT
STATE OF ILLINOIS

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE

DWELLING UNIT LANDSCAPE PLAN

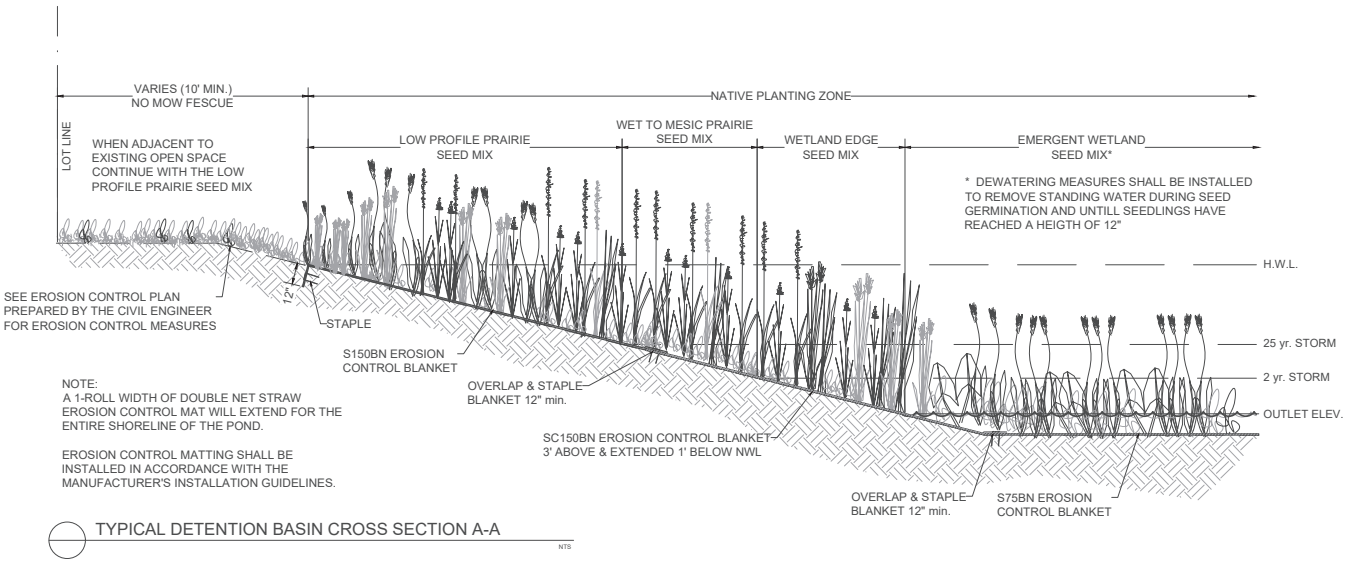
PROJECT NO.: 21-167

DATE: 09-10-2021

SCALE: 1"=10'

SHEET L-4

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale.
Copyright 2021 all rights reserved. The design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of this design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.



TYPICAL DETENTION BASIN CROSS SECTION A-A

NTS

"No-Mow" Maintenance Program

Mowing

"No-Mow" lawns may require occasional mowing during the first two (2) years of establishment to control weeds, especially with lawns that are seeded in spring. Most annual weeds can be controlled by mowing at a heighthof four inches (4") in the first growing season. If biennial weeds such as sweet clover, Queen Anne's Lace, burdock, etc. are a problem in the second year, they should be mowed at four inches (4") just as they begin to flower, usually around mid June. This carefully timed mowing will kill most biennials. A few may survive the mowing, and should be mowed at four inches (4") a second time when they re-bloom later in the season.

Once the "No-Mow" lawn is established there are four (4) basic mowing options"

- No mowing at all
- One late spring mowing, usually in early June when the seedheads appear
- Fall mowing with a mulching mower, es pecially in wooded areas to chop up fallen leaves
- Regular mowing, usually monthly, to maintain a more "cropped" appearance

No Mowing: This will result in a turf whose leaves grow to about six inches (6") in height that will drape over one another to create a low -growing meadow effect. Seedheads about two feet (2') tall will appear in early to mid June, creating a nice meadow effect. The seedheads will typically fall to the ground by late summer, and the lawn will revert to its normal height of about five to six inches.

Late Spring Mowing: Mowing the "No-Mow' lawn once a year in June when the seedheads appear at a height of four (4) to five (5) inches to remove the seedheads and the turf will re -grow to its normal height.

Fall Mowing: This as a good option for seedlings under or in open woodlands. The fescue grasses usually will not form seadheads when growing in shade, so June mowing is not required to maintain a normal height. However, leaves from deciduous trees must either be raked up and removed, or chopped up with a mulching mower in order to prevent smothering of the turf over winter.

Regular Mowing: For a traditional manicured lawn look, regular mowing can be done every three (3) to four (4) weeks, or when the grass reaches a height of six inches (6"). Most fine fescues do not tolerate close mowing, and should be mowed no lower than 3.5 inches. Never remove more than one third of the total leaf material, or the turf will be damaged. Always cut grass with a sharp mower blade to minimize tearing of the leaves which will cause additional stress to the grass plant.

De-Thatching

Fine fescues tend to develop a thatch layer near the soil surface over time. Thatch is composed of dead grass that does not decompose. It can smother the growth of new grass shoots, reducing the density of the lawn and creating dead spots. The thatch layer also tends to retain moisture at the ground level, which can encourage the growth of fungal diseases. Thatch development is encouraged by high levels of soil Nitrogen, and is more common in rich soils and lawns that are regularly fertilized. If thatch builds up to a point where dead grass is visible and grass begins to thin out, the lawn should be de-thatched.

De-thatching can be accomplished using a mechanical de -thatcher or power rack, or by hand using a de -thatching rake. Set mechanical de -thatchers to a depth where they lift the tha tch without digging up the soil. If the thatch is particularly thick, the de -thatcher will need to be set deeper, and some soil disturbance will likely occur. The thatch should be racked out of the lawn and removed. If open soil is visible following de -thatching, the affected areas should then be over-seeded with "No-Mow" lawn mix.

Timing of de-thatching is very important. Cool season fescue lawns should be de -thatched in mid-spring after the grass has greened up and begun active growth. De-thatching in early spring before the lawn begins to grow tends to encourage weeds.

Low-profile Prairie Seed Mix
Cardno

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
Bouteloua curtipendula	Side Oats Grama	32.00
Carex spp.	Prairie Carex Mix	4.00
Elymus canadensis	Canada Wild Rye	32.00
Koeleria cristata	June Grass	1.00
Panicum virgatum	Switch Grass	8.00
Schizachlymum scoparium	Little Bluestem	64.00
	Total	**141.00**
Temporary Cover:		
Avena sativa	Common Oat	640.00
	Total	**640.00**
Forbs:		
Amorpha canescens	Lead Plant	0.50
Anemone cylindrica	ThimbleWeed	0.50
Asclepias syriaca	Common Milkweed	2.00
Asclepias tuberosa	Butterfly MilkWeed	8.00
Aster ericoides	Heath Aster	1.00
Aster laevis	Smooth Blue Aster	2.00
Aster novae-angliae	New England Aster	2.00
Baptisia lactea	White Wild Indigo	2.00
Chamaecrista fasciculata	Partridge Pea	12.00
Coreopsis lanceolata	Sand Coreopsis	5.00
Coreopsis palmata	Prairie Coreopsis	1.00
Dalea candida	White Prairie Clover	2.00
Dalea purpurea	Purple Prairie Clover	2.00
Desmanthus illinoensis	Illinois Sensitive Plant	3.00
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.00
Eryngium yuccifolium	Rattlesnake Master	3.00
Lespedeza capitata	Round-Head Bush Clover	2.00
Liatris aspera	Rough Blazing Star	1.00
Lupinus perennis	Wild Lupine	4.00
Monarda fistulosa	Wild Bergamot	8.00
Parthenium integrifolium	Wild Quinine	1.00
Penstemon digitalis	Foxglove Beard Tongue	2.00
Penstemon hirsutus	Hairy Beard Tongue	1.00
Pycanthemum virginianum	Common Mountain Mint	2.00
Ratibida pinnata	Yellow Coneflower	8.00
Rudbeckia hirta	Black-Eyed Susan	8.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Silphium terebinthinaceum	Prairie Dock	2.00
Solidago rigida	Stiff Goldenrod	1.00
Solidago speciosa	Showy Goldenrod	2.00
Tradescantia ohiensis	Common Spiderwort	2.00
Verbena stricta	Hoary Venain	2.00
Vernonia spp.	Ironweed (Various Mix)	2.00
Veronicastrum virginianum	Culvers Root	2.00
	Total	**106.00**

Wet-to-Mesic Prairie Seed Mix

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
Andropogon gerardi	Big Bluestem	64.00
Calamagrostis canadensis	Bluejoint Grass	1.00
Carex spp.	Prairie Sedge Mix	4.00
Carex lurida	Bottlebrush Sedge	3.00
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus virginicus	Virginia Wild Rye	32.00
Panicum virgatum	Switch Grass	8.00
Scirpus cyperinus	Wool Grass	0.50
Sorghastrum nutans	Indian Grass	16.00
Spartina pectinata	Prairie Cord Grass	8.00
	Total	**137.50**
Temporary Cover:		
Avena sativa	Common Oat	640.00
	Total	**640.00**
Forbs:		
Asclepias syriaca	Common Milkweed	2.00
Baptisia lactea	White Wild Indigo	2.00
Chamaecrista fasciculata	Partridge Pea	12.00
Coreopsis lanceolata	Sand Coreopsis	3.50
Coreopsis tripteris	Tall Coreopsis	3.00
Desmodium illinoiense	Illinois Tick Trefoil	0.50
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.00
Eryngium yuccifolium	Rattlesnake Master	2.00
Helenium autumnale	Sneezeweed	2.50
Helianthus grossesemratus	Saw-Tooth Sunflower	0.50
Lespedeza capitata	Round-Headed Bush Clover	1.50
Liatris spicata	Marsh Blazing Star	1.00
Monarda fistulosa	Wild Bergamot	4.00
Parthenium integrifolium	Wild Quinine	1.00
Physostegia virginiana	Obedient Plant	0.25
Pycnanthemum virginianum	Common Mountain Mint	4.00
Ratibida pinnata	Yellow Coneflower	8.00
Rudbeckia hirta	Black-Eyed Susan	8.00
Rudbeckia laciniata	Wild Golden Glow	1.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	3.00
Senna hebecarpa	Wild Senna	2.25
Silphium integrifolium	Rosin Weed	1.00
Silphium laciniatum	Compass Plant	2.00
Silphium perfoliatum	Cup Plant	1.00
Silphium terebinthinaceum	Prairie Dock	6.00
Solidago juncea	Early Goldenrod	0.25
Solidago rigida	Stiff Goldenrod	1.00
Solidago rugosa	Rough Goldenrod	0.25
Symphyotrichum novae-angliae	New England Aster	2.00
Tradescantia ohioensis	Common Spiderwort	1.25
Vernonia spp.	Ironweed (Various Mix)	3.00
Veronicastrum virginianum	Culver's Root	3.00
Zizia aurea	Golden Alexanders	2.00
	Total	**90.75**

Wetland Edge Seed Mix

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges:		
Carex comosa	Bristly Sedge	4.00
Carex cristatella	Crested Oval Sedge	2.00
Carex frankii	Bristly Cattail Sedge	6.00
Carex vulpinoidea	Brown Fox Sedge	8.00
Eleocharis palustris	Great Spike Rush	2.00
Elymus virginicus	Virginia Wild Rye	32.00
Glycera striata	Fowl Manna Grass	2.00
Juncus effusus	Common Rush	4.00
Leersia oryzoides	Rice Cut Grass	8.00
Scirpus atrovirens	Dark Green Rush	2.00
Scirpus cyperus	Wool Grass	0.75
Scirpus fluviatilis	River Bulrush	2.00
Scirpus pungens	Chairmaker's rush	2.00
Scirpus validus	Great Bulrush	2.00
	Total	**76.75**
Temporary Cover:		
Avena sativa	Common Oat	640.00
	Total	**640.00**
Forbs:		
Acorus calamus	Sweet Flag	1.00
Alisma spp.	Water Plantain (Various Mix)	2.00
Asclepias incarnata	Swamp Milkweed	2.00
Aster puniceus	Bristly Aster	1.00
Aster umbellatus	Flat-Top Aster	1.00
Bidens spp.	Bidens (Various Mix)	2.00
Eupatorium perfoliatum	Common Boneset	1.00
Helenium autumnale	Sneezeweed	8.00
Iris virginica v. shrevei	Blue Flag	4.00
Lobelia cardinalis	Cardinal Flower	1.00
Lobelia siphilitica	Great Blue Lobelia	1.00
Lycopus americanus	Common Water Horehound	2.00
Mimulus ringens	Monkey Flower	2.00
Penthorum sedoides	Ditch Stonecrop	2.00
Polygonum spp.	Smart Weed Mix	2.00
Rudbeckia laciniata	Wild Golden Glow	2.00
Sagittaria latifolia	Common Arrowhead	8.00
Senna hebecarpa	Wild Senna	2.00
Sparganium eurycarpum	Common Bur Reed	4.00
Thalictrum dasycarpum	Purple Meadow Rue	1.00
Verbena hastata	Blue Vervain	8.00
Verbesina alternifolia	Wingstem	2.00
Vernonia spp.	Ironweed (Various Mix)	8.00
	Total	**67.00**

Emergent Wetland Seed Mix

Botanical Name		
Permanent Grasses/Sedges:	**Common Name**	
Carex comosa	Bristly Sedge	2.50
Carex lacustris	Common Lake Sedge	1.00
Carex lurida	Bottlebrush Sedge	4.00
Carex vulpinoidea	Brown Fox Sedge	12.00
Eleocharis ovata	Blunt Spike Rush	2.00
Leersia oryzoides	Rice Cut Grass	16.00
Juncus effusus	Common Rush	8.00
Schoenoplectus pungens	Common Three Square	4.00
Scirpus acutus	Hard-stemmed Bulrush	8.00
Scirpus validus creber	Great Bulrush	8.00
	Total	**65.50**
Temporary Cover:		
Avena sativa	Common Oat	640.00
	Total	**640.00**
Forbs:		
Acorus calamus	Sweet Flag	1.00
Alisma spp.	Water Plantain Mix	4.00
Asclepias incarnata	Swamp Milkweed	2.00
Cephalanthus occidentalis	Buttonbush	0.50
Decodon verticillatus	Swamp Loosestrife	0.50
Eutrochium maculatum	Spotted Joe-Pye Weed	2.00
Hibiscus spp.	Rose Mallow Mix	3.00
Iris virginica v. shrevei	Blue Flag	10.00
Lobelia cardinalis	Cardinal Flower	2.00
Lobelia siphilitica	Great Blue Lobelia	1.50
Lycopus americanus	Common Water Horehound	2.00
Mimulus ringens	Monkey Flower	4.00
Peltandra virginica	Peltandra virginica (Arrow Arum)	16.00
Penthorum sedoides	Ditch Stonecrop	1.00
Polygonum spp.	Smartweed Mix	2.00
Pondtederia cordata	Piclerel Weed	10.00
Sagittaria latifolia	Common Arrowhead	4.00
Sparganium americanum	American Bur Reed	2.00
Sparganium eurycarpum	Common Bur Reed	8.00
Verbena hastata	Blue Vervain	8.00
	Total	**83.50**

NO MOW FESCUE SEED MIX
Prairie Nursery Westfield, WI

COMMON NAME	PERCENT	GERMINATION
SR5100 Chewings Fescue	23.52%	85%
Sheep Fescue	23.52%	85%
Dawson Red Fescue	11.76%	85%
SR100 Hard Fescue	11.76%	85%
Scadils Hard Fescue	11.76%	85%
Creeping Red Fescue	11.70%	85%
Annual Ryegrass	3.88%	90%

Seed Rate 5 lbs per 100 sq. ft. or 220 lbs per acre

REVISIONS

2	Village Review #1	10-29-21
2	Client Review	9-22-21
1	Client Review	9-15-21

COPPER RIDGE SUBDIVISION

LEMONT, ILLINOIS

SEAL:

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
NATIVE DETENTION LANDSCAPING

PROJECT NO.: 21-167

DATE: 09-10-2021

SCALE: None

SHEET
L-5

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

© Copyright 2021 all rights reserved. The design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of the design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.

THREE-YEAR MANAGEMENT PERIOD ACTIVITIES

General Information

A. Stewardship shall begin immediately after planting and continue for three (3) growing seasons or until Final Acceptance by the Village Ecologist.

B. The Applicant shall keep a log of all restoration activities performed during contract period, installation through stewardship, and shall submit it to the Village Ecologist on a monthly basis.

C. Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices will be used whenever practical.

Native Plantings Mowing

A. All mowing shall be conducted in accordance with all applicable codes and by personnel with appropriate training in safety and in the use of the machinery being utilized.

B. Mowing is a key aspect in achieving positive results. Mowing must be conducted by the Contractor on a consistent basis and must respond to seasonal weather. Vegetation shall be high-mown as follows:

1. First Growing Season: Native plantings shall be kept under twelve (12) inches. The Contractor shall budget for a minimum of five (5) mowings.
2. Second Growing Season: Native planting areas shall be spot mown targeting non-native/weedy species. If non-native/weedy species are dominant, native planting areas shall be kept mown at under eighteen (18) inches. The Contractor shall budget for a minimum of three (3) mowings.
3. Third Growing Season: Native planting areas shall be spot mown targeting non-native/weedy species. If non-native/weedy species are dominant, native planting areas shall be kept mown at under eighteen inches (18"). If permitted, the Contractor shall conduct a prescribed burn in the native planting areas during the third growing season. The Contractor shall obtain all the required burn permits from the Illinois Environmental Agency, City or Village, and local fire protection district and prepare all necessary documents required for the permit including a Burn Plan. The Contractor shall have highly trained, certified and experienced burn crews working on a prescribed fire. The National Wildfire Coordinating Group (NWCG) standards shall be followed for a prescribed fire.

C. Mowing shall commence during late May/early June and subsequently four weeks apart or any time a large number of weed species begin to flower. Mowing shall be timed in a manner that prevents viable seed from being produced on site. Some species are able to develop viable seed when they are cut late in the flowering period.

D. Mowing shall be conducted with a conventional rotary mower, sickle type mower, or a flail type mower. To reduce thatch, at no time shall more than six inches (6") of vegetation be cut in a pass. Contractor shall ensure that cut materials are not allowed to drop seed or smother desired vegetation.

E. On slopes that are too steep to mow, around structures (trees, fencing, buildings, etc.), and in areas that are too wet to mow, mowing shall be conducted with the use of a hand-held brush cutter or weed-whacker only. Damage caused to landscape material or other structures shall be repaired/replaced by the Contractor.

Herbicide Applications

A. Spot Herbicide Applications

1. Small scattered populations or individual specimens of undesirable species shall be controlled with spot herbicide applications. Large-scale colonization shall not be allowed.
   a. Backpack Spray Treatments- Applicant shall utilize a 3-5 gallon backpack style sprayer, such as Solo, SP3, Field King, or acceptable substitution.
   b. Hand-wicking - In areas of high quality native vegetation where desirable species are directly adjacent to targeted plants or where the growth habit of the target plant makes it impossible to avoid off-target damage, the appropriate herbicide shall be selectively hand wiped onto the target plant utilizing a sponge-wicking applicator or a saturated cloth glove.

B. Broadcast Herbicide Applications

1. On larger sites where a broad-scale application is needed because large colonies of the target species have become established, broadcast applications by large tank-equipped spray-gun, all-terrain vehicle (ATV) or tractor may be utilized to treat undesirable species. The following methods are appropriate:
   a. Broad-Spectrum Herbicide Broadcast Application - This method uses a large tank-equipped spray-gun and/or an ATV or tractor equipped with a boom- sprayer to apply large amounts of glyphosate, which will result in complete kill of all vegetation.
   b. Selective Herbicide Broadcast Application -This method utilizes a large tank-equipped spray-gun and/or an ATV or tractor equipped with a boom sprayer to apply large amounts of a selective herbicide, such as Omamec, resulting in a complete kill of only those targeted species (in this case, grasses)
   c. A "large colony of target species" shall be defined as a target plant population whose aerial coverage is such that a broad-spectrum chemical can be broadcast while inflicting little damage to adjacent native vegetation.

C. Herbicide Application Timing

1. Herbicide applications must be conducted by the Applicant on a consistent basis and must respond to seasonal weather and to the life cycle of each target species. Based upon the known life cycle of the most common non-native species that appear during restoration and the appropriate timeframe to conduct initial herbicide applications and follow-up applications, it is recommended that the Applicant budget for a minimum of seven (7) herbicide applications each growing season

Hand Weeding

A. In the event that herbicide applications cannot, or should not, be performed due to by hand.

1. Species targeted for complete hand weeding shall include removal of all plant parts from the soil, including the above ground growth and all roots or rhizomes present in the ground.
2. Species targeted for partial hand weeding shall include removal of plant reproductive parts (i.e. seed heads). Partial hand weeding shall be conducted in conjunction with, or shall be followed up with herbicide applications.
3. Removed vegetative materials shall be discarded off- or left on-site in a manner that will not allow regeneration or seed set of the removed species. Some species such as garlic mustard may set seed even after being removed from the ground while flowering. These species must be removed from the site. Transportation of removed vegetative materials shall meet Department of Agriculture standards/requirements.
4. Hand weeding shall never result in excessive soil disturbance.
5. If hand weeding is necessary, it shall at a minimum be conducted in the same intervals as is required for herbicide application timing.

Treatment of Woody Species

A. The Contractor shall conduct woody species herbicide treatments to all re-sprouts, re-growth, or other remaining live plants of all non-native or aggressive native woody species throughout stewardship operations until performance criteria have been achieved.

B. Woody species treatment methods during the growing season may be a foliar application using an appropriate herbicide, such as Garlon 3a. Damage to surrounding vegetation due to re-sprout treatments shall be repaired by the Applicant.

C. Woody species herbicide treatments during the dormant season may be applied with cut-stem and/or basal bark application using an appropriate herbicide, such as Garlon 4e. Damage to surrounding vegetation due to re-sprout treatments shall be repaired by the Contractor.

1. Hand Cutting/Cut-Stump Treatment: Chain saws, brush clearing saws, handsaws, and loppers may be used. Upon written approval by the Village Ecologist, small walk behind mower-type brush cutters may be used provided that their use does not result in rutting or pitting of the soil while in operation.
   a. Cut woody target species shall be treated with an herbicide mixture. After cutting down the target species apply herbicide, such as Garlon 4e in a 20-30% (or as stated on the product label) solution in basal oil, to the stump. *Lonicera spp.* shall be treated with Roundup in a 25-50% solution, to the stump. Treat the cut area around the edge with herbicide so the cambium layer will take up the active ingredient. Herbicide shall be applied immediately after cutting.
2. Basal Bark: Involves herbicide application directly to the trunk of the woody target species that are one inch or less at the base. Herbicide shall be applied directly to the tree trunk, around the entire circumference, at six inches (6") above the soil until thoroughly wet near the ground plane, but not to the point of runoff. Application shall occur during dormancy, except when snow or water prevents spraying to the ground plane. Optimal results are achieved when applications are made to young stems which have not developed thick bark.

D. Wherever possible herbicide applications shall be accomplished by utilizing wick or sponge-type

E. All cuttings longer than two feet (2') in length or larger than one inch (1") in diameter shall be removed from the project site or burned on site in accordance with this document. Smaller cuttings and debris from shredding or chipping may be left on site to decompose or to be consumed by prescribed fire (if applicable). Cuttings and debris shall not be allowed to accumulate to a depth that will smother existing desirable native species, prevent existing desirable native species from emerging, or prevent appropriate seed-to-soil contact in newly seeded areas (approximately one-half inch maximum depth).

LONG-TERM MANAGEMENT FOR NATURALIZED LANDSCAPES

GENERAL

The Contractor shall provide a copy of the Long-Term Operation, Task Schedule and Maintenance Plan to the Owner, Facilities Manager or Home Owners Association for continued maintenance of the native planting areas.

Prohibited Activities

This section outlines various activities restricted or prohibited within areas of naturalized landscaping except as needed to achieve and maintain a naturalized landscape consistent with the approved plan as directed by a natural landscape maintenance specialist:

- dumping of yard waste or debris
- replacement of approved vegetation with non-approved materials
- construction or placement of structures
- application of pesticides, fertilizer, or herbicides
- mowing other than for meeting specific management goals
- commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to signs, billboards, other advertising material, or other structures
- removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material
- operation of snowmobiles, dune buggies, motorcycles, all_terrain vehicles or any other types of motorized vehicles.

Homeowners Association/Business Owners Association

The homeowners association or business owners association ("Association") shall be the party responsible for compliance with this Plan, the Association shall include language in its governing documents authorizing the collection of fees for the naturalized landscape maintenance and outline the process for corrective action(s) to be taken, if necessary.

Amendments to Covenants and Restrictions

Any amendment to covenants or restrictions pertaining to the Subject Property must be submitted to the Village for approval if the amendment(s) alters the site beyond the original condition.

Amendments to Management Actions

Potential issues and management requirements are likely to change over time. Owner may have additional responsibilities which may include, but are not limited to, access restriction enforcement (e.g. fly dumping, fishing, recreational vehicles) and wildlife management (e.g., including control of carp, muskrats, and geese). Owner and Village will evaluate the need for other management actions when performing other maintenance visits and inspections.

Long-Term Management Tasks

Long-term maintenance of naturalized landscapes involves significantly less effort and cost than for landscapes vegetated with traditional turfgrass. Routine maintenance activities for naturalized landscapes include debris management, structural inspections, vegetation maintenance, and pest species management. Non-routine maintenance and management actions are performed as site-specific conditions warrant and include sediment/pollutant removal, structure replacement, and replanting.

Debris and Litter Management

Owner shall remove debris and litter (e.g., paper, plastic, metal, concrete, grass clippings, brush, etc.) every other month between 1 March to 31 October and dispose of it at an appropriate off-site trash receptacle.

Structural Management

Owner will inspect water control structures quarterly and within 24 hours of each major rainstorm (>1 inch rainfall). Inspections will include an evaluation on the stability of the outlet, embankments, and inlets. Observations will be made on the presence and extent of erosion, lack of vegetation, or other problems such as soil cracking, the outlet/inlet structure degradation, sink holes, or wet areas on the slopes. An engineer will perform or participate in these inspections.

Capture of sediment and pollutants eventually results in a decrease in pool volume and/or water quality in a stormwater facility and sediments need to be removed. Because each facility is different, there are no set time frames for sediment/pollutant removal. The need for sediment removal is expected when the pool volume is reduced by 15 to 20 percent of the design volume.

Vegetation Management

Long-term management actions emphasize regular prescribed burning, accompanied by periodic herbicide treatment, mowing, or a combination of these practices. Accurate plant identification is essential. The type of vegetation management will be based on recommendations from a native landscape restoration specialist.

1. *Prescribed Burning:* If possible, established naturalized landscapes should be burned every two to three years or as directed by a landscape restoration specialist/ecologist. Large areas can be divided into management sections and burned on a rotational basis, with only a portion burned each year and the entire area burned over a three-year period. The timing of the burn should be determined based on weather conditions and management goals as recommended by the landscape restoration specialist/ecologist.

   A permit must be obtained from the Illinois Environmental Protection Agency prior to conducting a prescribed burn. The burn should occur between mid-October and April as weather and site conditions permit. Burning should only be conducted by a qualified burn contractor experienced in grassland fire control and only upon receipt of a permit from the Illinois Environmental Protection Agency. Prior to conducting a prescribed burn, Owner must provide notice to the Village and local authorities. If prescribed burning is not practical, Owner will mow in late fall or very early spring to substitute for burning. The burn-replacement mow will be done at a height of two inches, with cut material bagged for off-site disposal.

2. *Weed Management:* Aggressive plants can overtake naturalized landscapes in the absence of management intervention. The "worst offenders" typically include purple loosestrife (*Lythrum salicaria*), cattails (*Typha* spp.), bush honeysuckles (*Lonicera* spp.), buckthorn (*Rhamnus* spp.), multiflora rose (*Rosa multiflora*), black locust (*Robinia pseudoacacia*), teasel (*Dipsacus* spp.), garlic mustard (*Alliaria petiolata*), wild parsnip (*Pastinaca sativa*), thistles (*Cirsium* and *Carduus* spp.), common reed (*Phragmites australis*), and reed canarygrass (*Phalaris arundinacea*).

   Owner will perform mechanical, chemical, or biological control of these and other aggressive weeds as directed by the native landscape restoration specialist.

   Mechanical Control – Mechanical control of nuisance plant species typically includes mowing and/or the digging up individual plants by hand.

   The timing and height of the mow depends on the species being controlled but typically is between 12 to 18 inches high. Owner will use a rotary or flail mower to chop the cut material into fine pieces that will not smother native plants

   Hand pulling or digging of these species and woody undesirables can provide control if there are fewer than 100 plants.

   Chemical Control – Owner will limit use of preventative herbicides to selected problem areas with a dominance of plant species that do not respond well to prescribed burning and/or mechanical control measures.

   Herbicide application must be performed by a licensed professional applicator in strict compliance with all warning labels and applicable codes, standards and best management practices.

   Herbicides will be applied selectively (e.g., wick application rather than spraying).

   Biological Control – Special attention will also be given to purple loosestrife control, should it occur on the site. Where the plant is abundant, biological control can prove a cost-effective means of management. Through this method, host-specific insects are released to feed on the roots or leaves of purple loosestrife.

3. *Supplemental Planting/Revegetation:* Remedial actions may be needed as site conditions warrant. Such actions may include spot reseeding. Installation of supplemental plugs and/or seed using species in the approved mix (or if approved by the Village, with modifications) must be performed if any of the following circumstances exist: 1) more than half of the area of emergent plantings does not establish or persist; 2) the slope has any area greater than 0.25 square-meter in size devoid of vegetation; 3) the shoreline has any area more than five feet in length devoid of vegetation; or 4) any area (regardless of size) is actively eroding.

   Except for the cover crop, Owner will use the same native seed mixes as originally installed. With Village approval, the native landscape management specialist may modify the type and quantity of seeds based on site-specific conditions. Owner will use a cover crop when seeding bare areas, with seed oats comprising the primary cover crop species.

Pesticide and Fungicide Use

Pesticides will not be used broadly or routinely. Instead, Owner will use pesticides at specific and localized problem areas. Owner will exercise particular care in the areas near or directly tributary to surface waters. Owner will follow standard application procedures and precautions. Insecticides and fungicides are generally unnecessary. If public perception or the identification of a specific mosquito problem warrants the use of insect controls, Owner will consider biological measures. This could include stocking a wet basin with fish that feed on mosquito larvae and/or the use of BTI (*Bacillus thuringiensis israelensis*) to selectively kill mosquito larvae. Habitat structures also could be installed to encourage the nesting and feeding of purple martins, bats, or other insectivorous wildlife.

Fertilizer Use

For ecological reasons, turf management chemicals will not be used on naturalized plantings except as directed by a native landscape restoration specialist.

Other Management Actions

When properly installed and established, naturalized landscapes typically require less management and maintenance than conventional landscapes. However, naturalized landscapes are not maintenance free. Therefore, a budget for long-term management activities should be established to protect the investment that has been made in the naturalized areas.

PERFORMANCE CRITERIA

A. At no time throughout management activities shall aggressive native species, non-native, nor invasive/exotic species be allowed to become established, grow, thrive and reproduce on the site.

B. Within three (3) months of seed installation, the total vegetation cover in all areas seeded with cover crop shall be greater or equal than seventy-five percent (75%) as measured by general visual assessment. If seed installation is completed in the fall, this standard shall be met by June 1st of the following year.

C. Goals for the end of the first growing season:

1. Twenty-five percent (25%) of the native species installed via seed shall be alive and apparent.
2. None of the dominant species within the seeded areas shall be invasive/exotic species.
3. No less than eighty percent (80%) of any live native herbaceous plant material installed shall be alive and in vigorous condition. If less than eighty percent (80%) of any live native herbaceous plant material installed survive the first full growing season, the plants shall be replaced so that the eighty percent (80%) criteria is achieved.

D. Goal for the end of the second growing season, in addition to fulfilling the above:

1. Fifty percent (50%) of the native species installed via seed shall be alive and apparent.
2. Native cover within the seeded area(s) shall be at least fifty percent (50%), but shall not be dominated with aggressive native species including, but not limited to Ragweed (*Artemesia spp.*), Horsetail (*Erigeron canadensis*), Foxtail (*Alopecurus spp. & Setaria spp.*), Cottonwood (*Populus deltoids*), Box Elder (*Acer negundo*), Sandbar Willow (*Salix interior*), Cattails (*Typha spp.*), Barnyard Grass (*Echinochloa crusgalli*), etc.

E. By the end of the third growing season, in addition to fulfilling the above:

1. For each planting zone seventy-five (75%) of the native species installed via seed shall be alive an apparent. None of the dominate species within the planting zone(s) shall be a non-native or invasive/exotic species. Native cover within the planting area(s) shall be at least eighty percent (80%), but not be dominated with aggressive native species including, but not limited to Ragweed (*Artemesia spp.*), Horsetail (*Erigeron canadensis*), Foxtail (*Alopecurus spp. & Setaria spp.*), Cottonwood (*Populus deltoids*), Box Elder (*Acer negundo*), Sandbar Willow (*Salix interior*), Cattails (*Typha spp.*), Barnyard Grass (*Echinochloa crusgalli*), etc.
2. For the emergent plant community a minimum sixty percent (60%) aerial coverage by installed plant species.
3. There shall be no area(s) greater than 0.25 m2 that are devoid of vegetation.
4. There shall be no rills or gullies throughout the project area.
5. The following Floristic Quality Index (FQI) standards shall be achieved:
   a. Based on the results of the meander survey, the goal is to have the Native Mean C-value increase each successive year after planting.
   b. Based on the meander survey, the goal is to have the Native FQI increase each successive year.
   c. By the end of the third growing season, each planting zone shall achieve or exceed the following values.

PERFORMANCE CRITERIA CALCULATION FOR SEED MIXES

SPECIES LIST	FQI VALUE		MEAN C VALUE	
	Native	Total	Native	Total
Buffalo Grass Lawn Seed Mix	0	0	0	0
Transitional Buffer Seed Mix (Dry-Mesic Soils)	2.3	1.7	3	1.8
Transitional Buffer Seed Mix (Mesic-Wet Soils)	6.4	4.8	1.8	1.7
Low Profile Prairie Seed Mix	30	22.5	4.3	2.6
Mesic Prairie Seed Mix	28.9	22.4	4.1	2.5
Meso-Wet Prairie Seed Mix	27.7	20.8	3.9	2.2
Wetland Seed Mix	23.4	17.6	3.9	2.2
Wetland Plug Mix	24.6	NA	3.7	2.2

SPECIES LIST	FQI VALUE		MEAN C VALUE	
	Native	Total	Native	Total
Emergent Seed Mix	23.1	17.3	4.1	2.5
Emergent Plug Mix	23.3	17.5	4.1	2.5
Deep Emergent Plug Mix	16.2	12	4.4	2.6
Floating Aquatic Mix	10	7.5	4.7	2.8
Stream Shoreline Plug Mix	25.6	19.2	4.2	2.5
Savanna Seed Mix	32.5	24.4	4.3	2.6
Woodland Seed Mix	26?	20	4	2.4
Wooded Floodplain Seed Mix	22.4	16.8	3.6	2.1

FORMAL ACCEPTANCE CRITERIA.

A. At least five (5) days prior to the desired date if inspection, the Contractor shall submit a written request for inspection to the Village Ecologist.

B. Final acceptance: The work shall be considered 100% complete after the year three performance criteria have been satisfied and approval has been given in writing by the Director of Planning and Economic Development.

MONITORING AND REPORTING

A. All native planting areas shall be monitored for a three-year period to ensure successful establishment of the plantings. The primary objective of the monitoring program is to track the success of the planted species over the 3-year period of regularly scheduled monitoring sessions. The monitoring documents changes in plant community composition and feels the need for management changes to improve floristic quality. Specific goals of the monitoring are to determine the vegetative species present, the percent covered by vegetation, and to identify hydrological and erosion problems.

B. Perform at least one (1) qualitative monitoring visit within the native planting areas. Monitoring may occur anytime during the months of May - September. Meander survey method will be utilized to gather data required for reporting to the project stakeholders. Data gathered during monitoring activities shall include:

1. Total native and non-native/weedy vegetation coverage throughout each planting zone. Coverage estimates shall be made by ocular assessment.
2. Plant inventories for the entire site and each planting zone, if required. This data will be used to complete mean coefficients of the conservatism values, FQI, and mean wetness values.
3. If planted, Plug survival rates (by ocular assessment)
4. Tree, Shrub and Vine survival rates.
5. Representative site photographs.

C. Perform at least one (1) quantitative monitoring visit within the native planting areas. Monitoring may occur anytime during the months of May - September. Permanent straight line transect and quadrant survey methods will be utilized to gather data required for determining final success criteria. Data gathered during monitoring activities shall include:

1. Vegetative data from a series of quadrants located along permanent straight line transects resulting in 30 or more quadrants per each planting zone or a maximum of 20% of the area planting zone. Data collected shall be used to validate or dispute visual assessments of vegetative coverage and assessments of vegetative dominance, coverage and distribution. This level of sampling and replication should be enough to overcome any uncontrollable environmental variation.
2. Qualitative monitoring shall be utilized to assess plug survival rates. Due to the variation in planting scheme, the specification of standard assessment methodology is difficult. Therefore, the Applicant shall outlay their proposed methodology for assessing plug survivorship in the plan submittal for review and approval by the Village Ecologist.

D. One (1) annual monitoring report shall be submitted in duplicate to the Village Ecologist by February 15th following each monitoring year. The annual monitoring report shall contain the following information:

1. Introduction
   a. Site history leading up to the current project, including construction and management to date.
   b. Site description, including a street address (if applicable) County, Section, Township and Range.
   c. A site location map.
   d. Permit numbers and department/county of issue (if applicable).
2. Vegetation Monitoring
   a. Methods
   i. Summarize the methods used for vegetation monitoring, including the survey dates.
   b. Results
   i. Summarize the results of the vegetation monitoring.
   c. Provide Data Summaries, including:
   i. Floristic Quality Assessment Data for the Baseline Meander Survey (if available.)
   ii Baseline Meander Survey (if available)
   iii. Floristic Quality Assessment Data for the Meander & Transect Survey:
   - o Native Mean Coefficient of Conservatism Value (Native Mean C Value)
   - o Native Floristic Quality Index (Native FQI)
   - o Relative Importance Value of all plant species (RIVs)
   - o A comparison table that lists previous years' data (if available) with current year's data as both compare with performance criteria.
3. Discussion
   a. Discuss the work performed as part of ongoing stewardship during the previous calendar year (if applicable).
   b. Compare the current year's data with data from the previous years (if available).
   c. Compare current year's results against the performance criteria.
   d. Describe any deficiencies in the stewardship activities to date that are hindering the site's ability to meet the performance criteria and propose detailed corrective actions.
   e. Discuss in detail the stewardship activities that are recommended in the upcoming year.
   f. Conclusion
4. Exhibits
   a. Copies of any applicable permits.
   b. Original site plan, including topography, planting zones, tree locations, etc.
   c. Adapted site plan showing areas of deficiency, areas of erosion, etc.
   d. Original species lists installed
   e. Floristic Quality Assessment data tables

If native planting areas fail to meet the terms of the performance criteria, the Applicant should develop and submit a remedial action plan that takes into consideration the site goals and specific deficiencies. The contractor will implement the approved remedial action plan and submit a report that describes the remedial action taken. Final acceptance is not granted until all planting areas meet performance criteria or meet the stated intent of the project to the satisfaction of the Planning and Economic Development Director. Even after formal acceptance, natural areas need to be maintained in perpetuity.

GENERAL NOTES: NATIVE PLANTINGS

All proposed naturalized detention ponds will "comply with the Village of Lemont UDO Appendix F the Native Planting Guidelines and be finalized at the time of Final PUD"

All native seed and plugs shall comply with Section 2.00 of the Native Planting Guidelines.

Installing Contractor shall meet the minimum qualifications as stated within Section 2.00 of the Native Planting Guidelines.

Soil preparation, native seed and plug installation shall comply with Section 3.00 of the Native Planting Guidelines.

Following installation the installing Contractor conduct routine ecological management activities during the three-year management and monitoring period in the naturalized planting areas as shown on the landscape plan to assist the Contractor in meeting required performance standards. All management and monitoring activities shall comply with Section 4.00 of the Native Planting Guidelines.

Native area performance criteria and monitoring shall adhere to Section 5.00 of the Native Planting Guidelines.

Prior to planting the emergent aquatic plugs the Planting Contractor shall receive written confirmation from the General Contractor that all stormwater risers, restrictors, etc. have been removed from the basins so that water elevations do not become artificially elevated after planting.

LANDSCAPE MAINTENANCE

A. *Maintenance.* The owner, tenant, and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping required by this ordinance or preserved under the provisions of this ordinance in good condition so as to present a healthy, neat, and orderly appearance. Specifically:

1. All plant growth in landscaped areas shall be controlled by pruning, trimming, or other suitable methods so that plant materials do not interfere with public utilities, restrict pedestrian or vehicular access, or otherwise constitute a traffic hazard; and
2. All planted areas shall be maintained in a relatively weed-free condition and clear of undergrowth; and
3. All trees, shrubs, ground covers, and other plant materials must be replaced if they die or become unhealthy because of accidents, drainage problems, disease, or other causes.

REVISIONS	
2	Village Review #1 10-29-21
2	Client Review 9-22-21
1	Client Review 9-15-21

COPPER RIDGE SUBDIVISION

LEMONT, ILLINOIS

SEAL: RANDY F. METZ no. 157-000422

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
NATIVE AREA MAINTENANCE PROGRAM

PROJECT NO.: 21-167

DATE: 09-10-2021

SCALE: None

SHEET L-6

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

© Copyright 2021 all rights reserved. The design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of the design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibited.

EXHIBIT D

Elevations and Renderings

EXHIBIT E

Final Engineering Plans

LEGAL DESCRIPTION

BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FINAL ENGINEERING PLANS

FOR

COPPER RIDGE

LEMONT, ILLINOIS

INDEX OF PLAN SHEETS

1.	COVER SHEET
2.	PROJECT SPECIFICATIONS
3.	GENERAL NOTES, MWRD SPECIFICATIONS & SANITARY AND STORM ROUTING EXHIBITS
4.	EXISTING CONDITIONS, REMOVAL AND SOIL EROSION & SEDIMENT CONTROL PLAN
5.	SOIL EROSION & SEDIMENT CONTROL DETAILS
6.	OVERALL SITE PLAN
7-9.	GEOMETRIC PLANS
10-12.	GRADING PLANS
13.	OVERALL UTILITY LAYOUT PLAN
14-16.	UTILITY PLANS
17-26.	PLAN & PROFILES
18.	TIMBERLINE DRIVE STRIPING & SIGNAGE PLAN
28-31.	CONSTRUCTION DETAILS
32.	RETAINING WALL DETAILS
33-34.	VCBMP & POND CROSS SECTIONS

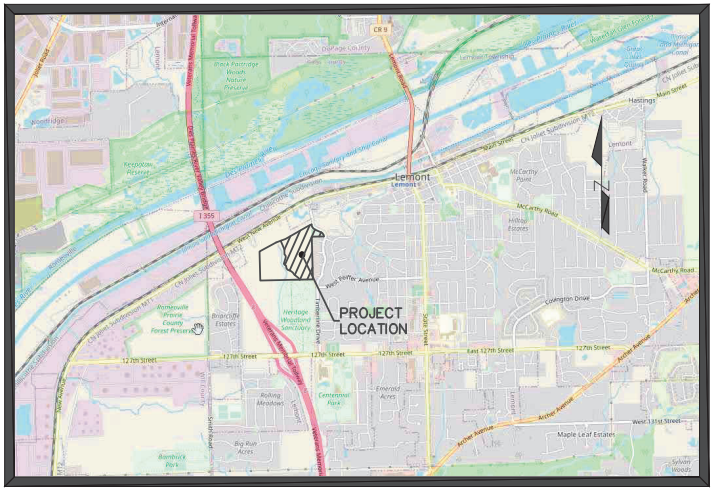
TREE EXHIBITS

T1.	OUTLOT A TREE PRESERVATION PLAN

OWNER:
TETON DEVELOPMENT, LLC
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

ENGINEER:
DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961

SURVEYOR:
DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961



LOCATION MAP
NOT TO SCALE

NOTES:

1. THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, ELECTRIC, CABLE TV AND PIPE LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT JULIE (1-800-892-0123 OR 811) AND ALL OTHER UTILITY OWNERS WHICH ARE IN THE PROJECT LIMITS BEFORE COMMENCING EXCAVATION.
2. THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI / ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILTIY DATA."

PARCEL IDENTIFICATION NUMBERS

PARCEL ONE:	22-30-204-004-0000
PARCEL TWO:	22-30-204-009-0000
PARCEL THREE:	22-30-203-002-0000
PARCEL FOUR:	22-30-101-020-0000 AND 22-30-203-001-0000

ADDRESS
100 NEW AVENUE
LEMONT, ILLINOIS 60439

BASIS OF BEARING
THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM – EAST ZONE

PROJECT DATA

GROSS AREA OVERALL PROPERTY:	3,076,564 SQ. FT. OR 70.63 ACRES
LOT 85 (OPEN SPACE, NON-DEVELOPMENT, TO BE CONVEYED TO THE VILLAGE OF LEMONT)	1,310,692 SQ. FT. OR 30.09
NET AREA FOR DEVELOPMENT SITE:	1,765,842 SQ. FT. OR 40.54
COPPER RIDGE SITE (DEVELOPMENT SITE)	
GROSS AREA	1,765,872 SQ. FT. OR 40.54 ACRES
R.O.W. DEDICATION (INTERNAL):	230,640 SQ. FT. OR 5.29 ACRES
MULTI-FAMILY LOTS (1-60):	392,983 SQ. FT. OR 9.01 ACRES
SINGLE FAMILY LOTS (61-79)	234,848 SQ. FT. OR 5.39 ACRES
STORM WATER & OPEN SPACE LOTS: (LOTS 80 THRU 85 & OUTLOTS A THRU F)	907,401 SQ. FT. OR 20.83 ACRES

BENCHMARKS

BM#1
ARROW ON HYDRANT, SOUTHEAST CORNER TIMBERLINE DRIVE & OLD QUARRY ROAD.
ELEVATION: 598.87 N.A.V.D. 1988

BM#2
MAG NAIL WEST SIDE POWER POLE, 55'± NORTH OF LOT 40, TIMBERLINE SUBDIVISION.
ELEVATION: 678.27 N.A.V.D. 1988

BM#3
R.R. SPIKE NORTH SIDE POWER POLE, REAR PROPERTY LINE OF LOT 85 TIMBERLINE DRIVE.
ELEVATION: 726.34 N.A.V.D. 1988

BM#4
MAG NAIL WEST SIDE 6" OAK (TAG #2356)
95'± EAST OF THE NORTH-SOUTH 1/4 LINE, 780'± NORTH OF THE CENTER OF SECTION 30.
ELEVATION: 677.66 N.A.V.D. 1988

BM#5
MAG NAIL SOUTH SIDE OF POWER POLE 785' ± WEST OF THE NORTH-SOUTH 1/4 LINE, 320'± SOUTH OF THE CENTER OF SECTION 30.
ELEVATION: 723.38 N.A.V.D. 1988

BM#6
ARROW ON HYDRANT, NORTH SIDE OF PARKING LOT LEMONT TOWNSHIP PARK BUILDING, EAST SIDE OF ALBA RD.
ELEVATION: 773.49 N.A.V.D. 1988

BM#7
ARROW ON HYDRANT, NORTHEASTERLY SIDE OF ALBA RD. 680'± WEST OF TIMBERLINE DR.
ELEVATION: 766.66 N.A.V.D. 1988

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

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

DATED 22nd DAY OF DECEMBER, 2021

I HEREBY DENY THE PRESENCE OF ANY AND ALL FLOOD PROTECTION AREAS (REGULATORY FLOODPLAINS AND REGULATORY FLOODWAYS ON THE SITE AND WITHIN 100-FEET OF THE DEVELOPMENT AREA.

RIPARIAN ENVIRONMENTS, WETLANDS AND WETLAND BUFFERS EXIST ON THE SITE.

SCOTT D. SCHREINER 062-049702 Exp 11/30/23 LICENSED PROFESSIONAL ENGINEER STATE OF ILLINOIS

Call Before You Dig JULIE ILLINOIS ONE-CALL SYSTEM
CALL 1-800-892-0123 or 811
AT LEAST 48 HOURS (2 WORKING DAYS) BEFORE YOU DIG
WWW.ILLINOISICALL.COM

LEGEND

EXISTING		PROPOSED
	SANITARY SEWER	
	SANITARY SERVICE	
	SANITARY MANHOLE	
	STORM SEWER	
	STORM SERVICE	
	CATCH BASIN	
	OPEN LID STORM MANHOLE	
	CLOSED LID STORM MANHOLE	
	STORM INLET	
	FLARED END SECTION	
WM	WATER MAIN	WM
WS	WATER SERVICE	WS
	VALVE VAULT	
	B-BOX	
	HYDRANT	
	VALVE BOX	
	STREET LIGHT	
	UTILITY POLE	
	RETAINING WALL	
XXX	SILT FENCE	
XXX	CONTOUR	XXX
FM	FORCE MAIN	FM
XXX.X x	SPOT GRADES	TF=XXX.XXx
	OVERFLOW ARROW	
TF XXX.XX	TOP OF FOUNDATION	TF=XXX.XX
FG XXX.XX	FINISH GRADE	FG=XXX.XX
FF XXX.XX	FINISH FLOOR	FF=XXX.XX
GF XXX.XX	GARAGE FLOOR	GF=XXX.XX

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: NONE
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

1 OF 34

COVER SHEET

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date: 1/12/2022 9:06:28 PM Bycrowska

EARTHWORK

1. Topsoil Excavation Includes:
   a. Excavation of topsoil and other structurally unsuitable materials within those areas that will require earth excavation or compacted earth fill material, in order to achieve the plan subgrade elevations. The amount of topsoil to be stripped shall be verified in the field by a soils engineer.
   b. Placement of the excavated material in OWNER designated areas for future use within areas to be landscaped, and those areas not requiring structural fill material.
   c. Compaction of the excavated material where placed in areas not requiring structural fill material, shall be moderate.
   d. Excess materials, if not utilized as fill or if not stockpiled for future landscaping, shall be completely removed from the construction site and disposed of by the CONTRACTOR.
2. Earth Excavation Includes:
   a. Excavation of earth and other materials which are suitable for use as structural fill. The excavation shall be to within a tolerance of 0.3 feet (+) of the plan subgrade elevations. The (+) tolerance within pavement areas shall be such that the earth material shall "balance" as part of the fine grading operation.
   b. Placement of the earth and other suitable materials shall be within those areas requiring structural fill in order to achieve the plan subgrade elevations to within a tolerance of 0.3 feet (+). The fill material shall be placed in loose lifts that shall not exceed eight (8) inches in thickness, and the water content shall be adjusted in order to achieve the required compaction. Earth material may be placed within those portions of the building site not requiring structural fill, to within four (4) inches of the plan finished grade elevation. In areas requiring structural fill, however, the earth material shall not be placed over topsoil or other unsuitable materials unless specifically directed by a Soils Engineer with the concurrence of the OWNER.
   c. Compaction of the earth and other suitable materials, shall be to at least 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 laboratory procedure within proposed pavement areas and building areas, an rear yards abutting to the proposed lakes. Moderate compaction is required elsewhere. All fill shall be placed in 8" lifts, loose measure.
   d. Excess materials, if not utilized as fill, shall be completely removed from the construction site and disposed of by the CONTRACTOR.
3. Unsuitable Material
   a. Unsuitable material shall be considered as material which is not suitable for the support of pavement and building construction, and is encountered below normal topsoil depths and the proposed subgrade elevation. The decision to remove said material, and to what extent, shall be made by a Soils Engineer with the concurrence of the OWNER in writing.
4. General

The Grading CONTRACTOR shall:
   a. Maintain proper site drainage at all times during the course of construction, and prevent storm water from running into or standing in excavated areas.
   b. Spread and compact uniformly to the degree specified all excess trench spoil after completion of the underground improvements.
   c. Scarify and compact to the degree specified the upper twelve (12) inches of the suitable subgrade material, in all areas that may be soft due to excess moisture content. This applies to cut areas as well as fill areas.
   d. Provide water to add to dry material in order to adjust the moisture content for the purpose of achieving the specified compaction.
5. Testing and Final Acceptance
   a. The CONTRACTOR shall provide as a minimum, a fully loaded tri-axle dumptruck or similar equipment for proof rolling the pavement subgrade prior to the placement of the curb and gutter and the base material. In addition, the pavement aggregate base course shall also be proof rolled. The Village Engineer shall be notified 48 hours in advance of any proof roll.
   b. Specific compaction testing may be required by the OWNER in selected fill areas. The CONTRACTOR shall bear the cost of any compaction testing which does not meet specification as well as the responsibility and cost for the necessary correction(s).
   c. Approval of the pavement subgrade by the OWNER shall be required prior to the placement of the pavement materials.
   d. The subgrade soil shall be tested by a professional geotechnical engineer at the developer's expense and shall have a minimum designated Illinois Bearing Ratio (IBR equal to three (3).
   e. A soil investigation report shall be provided to the Village to verify the in situ IBR value. Pavement structures with subgrade soil having an IBR value less than three (3) shall have an increased pavement structure as necessary to carry the design traffic loading.
   f. Sanitary manholes shall be tested for watertightness in accordance with ASTM C1244-93 "Standard Test Method for Concrete Sewer Manholes by Not the Negative Pressure (vacuum) Test" prior to placing into services.
6. Method of Measurement
   a. As-built measurements of earthwork for the purpose of payment shall not apply. the quantities shown in the engineer's "quantity estimate" shall be utilized unless said quantities are adjusted by mutual consent of the owner and contractor prior to the signing and acceptance of a contract.
   b. The quantities as shown in the engineer's "quantity estimate" are those estimated by the engineer and are provided solely for the convenience of the contractor. the contractor by choosing to utilize these quantities in the preparation of his "lump sum" bid, also accepts their accuracy. the contractor is therefore encouraged to make his own independent earthwork calculation, and to visit the site prior to the preparation of his bid.
   c. Prior to the removal of unsuitable material, the contractor shall notify the owner for authorization to remove said material. upon authorization and removal, the contractor shall request that the unsuitable material shall be field measured by the engineer in place.
7. Basis of payment
   a. Payment for all earthwork shall be "lump sum". the contractor shall provide unit prices for earthwork for the purpose of contract adjustment, if required.
   b. Payment for the removal of unsuitable material shall be based on the quantities as field measured by the engineer. the contractor shall provide as part of his bid a unit price per cubic yard for the removal of unsuitable material. said unit price shall include the complete removal of the material, replacement with a suitable material obtained by the contractor from a borrow source, and compaction to the required specification.

UNDERGROUND UTILITIES - GENERAL

1. The Underground CONTRACTOR Shall:
   a. Adhere to the criteria for the separation between water mains and sanitary sewers, storm sewers, combined sewers, sewer services and septic fields according to the requirements stated in the IEPA Rules for Public Water Supplies (the formal citation is Title 35, Subtitle F, Chapter II, Parts 651-654). All sewer water main separations shall be constructed per the "Standard Specifications for Water and Sewer Main Construction in Illinois".
   b. Be responsible to place on grade, and coordinate with other CONTRACTORS, all underground utility structure frames such as manholes, catch basins, and inlets.
   c. Be aware of potential conflicts with existing utilities. The CONTRACTOR shall excavate around the existing utilities to determine their exact location and elevation prior to the construction of the proposed utility improvements.
   d. Adjust or reconstruct any existing utility structure to the satisfaction of the utility owner. Adjustments and/or reconstructions not called for on the plans shall be considered incidental to the contract. No more than two adjusting rings within a min. of four inches (4") and a max. of twelve inches (12") of adjusting rings.
   e. Provide poured concrete fillets conforming to the shape of the pipe in all sanitary and storm manholes, and inlets.
   f. Be responsible for maintaining the top of any utility trench at least three (3) feet away from any existing or proposed curb or pavement, in those instances where the trench runs parallel to said curb or pavement.
   g. Be responsible for the dewatering of utility trenches during construction and providing the necessary trench bracing that may be required to assure safe working conditions.
   h. Remove soft material that may be encountered at the pipe invert elevation to a depth of at least one (1) ft. below the bottom of the pipe, and backfill with compacted bedding material.
   i. No damage to the road subgrade with excessive water saturation from hydrant flushing or from leaks in the water distribution system. The cost of repair for such damage shall be borne by the CONTRACTOR. Hoses should be used to direct the water from hydrant flushing into the storm sewer system (if available).
   j. Repair any existing field drainage tile damaged during construction, and properly reroute and/or connect said tile to the nearest storm sewer outlet. All locations of encountered field drainage tile shall be properly indicated on the CONTRACTOR'S record drawing.
   k. Furnish one (1) set of Record drawings to the ENGINEER upon completion of the sanitary sewers and water mains. Drawings (or table of locations) shall indicate the location of all sanitary sewer wyes (measured from the nearest downstream manhole), sewer stubs, water service along main and b-boxes. The CONTRACTOR shall also furnish linear distance along water main from appurtenances to appurtenance (valve vault to tee, tee to bend, etc.).
   l. Be responsible for implementation of the "Soil Erosion and Sedimentation Control Measures" as applicable.
   m. Maintain erosion control measures (straw bales and filter fabric) until grass is established.
2. Method of Measurement
   a. All sanitary sewer, storm sewer, and water main pipe shall be measured in the field after its installation. Payment shall be based on these field measurements.
   b. All appurtenances such as manholes, catchbasins, inlets, valves and valve vaults, valve boxes, and fire hydrants, shall be paid for on the basis of in-place quantities.
   c. Trench backfill material shall be measured by multiplying the as-constructed length of pipe (where applicable) by the average depth of the pipe by the "Payment Quantities per foot of Conduit" listed in Table 1, pg. 138 and "Typical Detail of Conduit Installation", pg. 137 of the Standard Specification for Sewer and Water in Illinois. If requested, the CONTRACTOR shall provide load tickets to the ENGINEER for verification of the trench backfill material delivered to the construction site. Load tickets for bedding material shall be submitted separately.
3. Basis of Payment
   a. All sanitary sewer, water main, and storm sewer pipe shall be paid for at the contract unit price per LINEAL FOOT. The price shall include the necessary labor and material for a complete in-place installation, as well as all incidental construction, testing, bedding material, and connections to existing utilities.
   b. All appurtenances for the underground improvements shall be paid for at the contract unit price EACH, said price to include the necessary labor and material for a complete in-place installation. The price for manholes, inlets, and catchbasins shall also include the frame and grate and all incidental construction. The price for fire hydrants shall also include a six (6) inch valve and box, and all incidental construction.
   c. Trench backfill material shall be paid for at the contract unit price per CUBIC YARD. Compaction must be made by mechanical methods.
4. As-Built Water & Sanitary Services
   a. As-built locations shall be provided for all water and sanitary sewer stubs. They shall also be stamped on the curb.
5. Structure Castings
   a. Frames and lids (or grates) for sanitary, watermain and storm sewer structures shall be as indicated on the plans, and the cost of same shall be integrated into the representative structure costs.
   b. Manhole castings shall be adjusted to finished grade using precast adjusting rings set on bitumastic material. All structures shall have no more than two adjusting rings w/ a min. of four inches (4") and a max. of twelve inches (12") of adjusting rings.
   c. All frames shall be set on a mastic bed with all gaps tuck pointed.
   d. All castings shall be made in the U.S.A. with U.S.A. materials.
6. Trench Backfill
   a. Bedding, haunching and the initial backfill shall consist of IDOT CA-7, CA-11 OR CA-19 aggregate. The initial backfill shall be placed to at least 12" above the pipe and within 5-feet of any pavements.
   b. Final backfill of the trench shall be accomplished by careful replacement of the excavated material. Any pipe installed under or within a 45 degree angle of repose (1:1) from the top of pipe to the edge of pavement, driveway (when driveway location is known) or curb and gutter shall be backfilled to the top of the trench with compacted IDOT CA-7, CA-11 or CA-19 material. All trenches in Cook County Highway Department ROW shall be backfilled using FA-6.
   c. Compaction shall be in achieved using 8" lifts (uncompacted) and mechanical compaction to 95% density. All costs for compaction and testing shall be paid for by the Developer or Contractor. Results shall be copied to the Village Engineer.

SANITARY SEWER

1. Material shall be:
   a. polyvinyl chloride pipe (PVC) SDR 26.
   b. PVC SDR 26 or D.I.P. CL 52 for service laterals less than 3' in depth.
   c. sewer pipe and fittings shall be in accordance with ASTM D-2241 for sizes 4"-15" (100-375 mm).
2. Joints shall be:
   a. for PVC; flexible elastomeric seal joints, ASTM D-3139, pressure joint.
   b. for DIP; rubber gasket joints, ANSI A21.11
3. Bedding shall be as detailed on the Engineering Plan.
4. Minimum size for mains shall be eight inches (8") and the minimum size for services shall be 6".
5. Wyes or Tees shall be provided on the new sanitary sewers for proposed building services. All connections to existing sanitary sewers not having wyes shall be made with a "sewer tap" for building services and with a manhole for sewer extensions. All taps shall include a properly installed hub wye saddle.
6. "Band Seal" or similar couplings shall be used when joining pipes of dissimilar materials.
7. All sanitary structures shall have an external wrap, MAC or approved equal.
8. Polyethylene encasement shall be provided for all DIP sanitary sewer in accordance with AWWA latest standards.
9. Provide interoir chimeny seals (Centex or equal) at all sanitary sewer manholes to prevent infiltration. Use 3/16" rubber sleeve (ASTM C923) with 1 1/4" stainless steel compression bends (ASTM C240)
10. Prior to pipe laying and jointing, the trench shall be sufficiently dewatered to maintain the water level in the trench at or below the base of the bedding. State / Federal permits, license agreements or other required approvals shall be obtained prior to dewatering.
11. Where separation from water main cannot be maintained as required per Illinois specifications, the sanitary sewer shall be mechanical joint PVC pressure pipe meeting C-900 or C-905.
12. Sewers shall be laid straight in both horizontal and vertical planes between manholes with a minimum cover of 4 feet.
13. Sanitary sewers shall be located a minimum of 10 feeet from any building and meet separation requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
14. Services shall be a minimum 6 inches and extend to the property line or beyond any utility located in the front yard of a lot being served (single-family development), or to within five (5) feet from the face of a proposed building being served (multi-family and commercial development). The termination points shall be clearly located with a green-topped 4 inch x 4 inch stake extending a minimum 3 feet above final grade. The service lines shall be connected to the sewer using a wye at the 10:00 and 2:00 positions. Service lines not immediately connected to the building to be served shall be tightly plugged, using a plug provided by the pipe manufacturer for such use.
15. Testing and Final Acceptance
    a. Sanitary sewer mains and services shall be tested for exfiltration of air under pressure and deflection for flexible thermoplastic pipe in accordance with the Standard Specifications for Water and Sewer Construction in Illinois prior to their final acceptance. Allowable testing limits shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. Service stubs must be properly plugged and sealed and clearly located at their termination points prior to testing. All sewer mains, service lines and manholes shall be clean and free of debris prior to their final acceptance. Sanitary Sewer shall be inspected and tested in accordance with the local jurisdictional requirements for television inspection and reviewed by the Village Engineer. Two copies of all test results shall be provided to the Municipality.
    b. Sanitary Manhole structures shall be tested, prior to acceptance, for watertightness by either of the following methods in conformance with the requirements specified: ASTM C 969: "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines." OR ASTM C 1244: "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test."
    c. All public sanitary sewer extensions shall be internally video taped by remote camera. Tapes shall be in color using VHS or CD-ROM format and submitted with written reports to the Village Engineer for review and approval priot to acceptance of the sewer improvements by the Village.

WATER MAIN

1. All installations shall conform to the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. Material for main pipe and fittings shall be Ductile Iron pipe with polywrapping.
3. Material for the services shall be soft temper, Type K, copper water tubing, conforming to ASTM latest standard w/ compression fittings, unless otherwise noted on the plans. Services shall be a flared connection.
4. Sizes for main & service lines shall be as indicated on the Engineering Plan.
5. Joints shall incorporate a formed bell complete with a single rubber gasket conforming to ASTM F477 and shall be designed to meet the zero leakage test requirements of ASTM D3139.
6. Connections to Village water system shall be made under full water service pressure.
   a. Tapping sleeves shall be stainless steel and include two piece bolted sleeve type with mechanical joints, Mueller-H615, or equal with joint accessories.
   b. Tapping valves shall include fully ported gate valves complying with AWWA C500 and mechanical joints type, Mueller-H667 or equal. Tapping valves shall be placed in precast concrete vaults.
7. The shut-off valve or curb stop for services shall be located as shown on the plans and shall be installed with a valve box of design approved by the Municipality. The termination point shall be clearly located with a blue-topped 4 inch x 4 inch stake extending a minimum of 3 feet above and below final grade.
8. Valves: Mueller, Clow or equal mechanical joint, resilient wedge seat, cast iron, bronze-mounted, O-ring seal, bronze non-rising stems, gate valves. Valvesshall open left and be tested to 500 psi with a 250 psi working pressure.
9. Water services, where indicated on the "Quantity Estimate" as "long" or "short", shall include the necessary length of Type "K": copper water tube of the size shown on the plans, corporation stop, curb stop, and service box, and all necessary labor, tools, equipment, excavation & backfill, for a complete installation as shown on the Engineering plans. Trench backfill will be paid for separately, when required.
10. Valve Boxes
    a. Valve boxes shall be adjustable, 3-piece cast iron, 5-1/4 inch shaft roadway-type and no-tilit drop cover with "WATER" cast into it.
    b. Valve box stabilizer of PVC manufactured by Valve Box Stabilizer, Inc. for six-inch (6") and eight-inch (8") valve boxes shall be provided.
    c. Valve box must have additional upward or downward travel when adjusted to finished grade.
11. Valve Vaults
    a. All valve vaults shall be precast reinforced concrete only.
    b. All valve vaults shall have no more than two adjusting rings with a minimum of four inches (4") and a maximum of twelve inches (12") of adjusting rings.
    c. All lifting holes, joints between precast reinforced concrete sections, gaps between pipes and structures shall be tuckpointed with hydraulic cement.
    d. All castings shall be set on bitumastic material.
    e. Bitumastic material shall be placed between precast reinforced concrete sections.
    f. All valve vaults shall have neoprene coated or fiberglass steps.
    g. Vaults and boxes shall not be allowed under streets, sidewalks or driveways.
12. Fire Hydrants
    a. Fire Hydrants shall conform to ASTM C-502, EJIW 5BR-350 with 5-1/4 inch valve opening and shall be painted Tnemec Gloss safety Green. (See detail LS-25)
    b. The hydrant shall be for a five and one half foot (5.5') bury with mechanical joint shoe and have two 2-1/2 inch hose connections and one four and one-half inch (4-1/2") male pumper connection. Thread shall be National Standard.
    c. The hydrant shall have a break-away traffic flange and connections.
    d. All fire hydrants not in service shall be bagged.
    e. Hydrants leads shall be six-inch (6") swivel anchoring coupling. Hydrant tees shall be used in lieu of swivel anchoring coupling pipe where required to meet plan locations.
    f. The maximum distance between fire hydrants shall be 275 feet.
    g. All fire hydrants shall be kept clear of obstructions within three (3) feet in all directions. This shall include posts, fences, vehicles, growth, trash, storage, and any other material or objects.
    h. All fire hydrants to have a 10 pound anode bag attached to the hydrant.
13. Pipe Cover and Separation
    a. Cover over water pipes shall be a minimum of 5.5-feet.
    b. Horizontal and vertical separation shall meet requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois." Locations requiring alternative materials are noted on the plans.
14. Pipe Laying
    a. The contractor shall keep the trench free from water while the water main is being placed and until the pipe joint has been sealed to the satisfaction of the Village Engineer.
    b. Adequate provisions shall be made for the safety, storage, and protection of all water pipe prior to installation in the trench. Care shall be taken to prevent damage to the pipe castings, both inside and out. Provisions shall be made to keep the inside of the pipe clean throughout its storage period and to keep mud and/or other debris from being deposited therein. All pipe shall be thoroughly cleaned on the inside before laying of the pipe. Proper equipment shall be used for the safe handling, conveying, and laying of the pipe so as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.
    c. In making joints, all portions of the jointing materials and the socket and spigot ends of the joining pipe shall be wiped clean of all foreign materials. The actual assembly of the jointing shall be in accordance with the manufacturer's installation instructions. During construction, until jointing operations are complete, the open ends of all pipes shall at all times be protected and sealed with temporary watertight plugs.
    d. During water main installation, to make a closure between two pipe ends, or between pipe end fittings, or between pipe end and valve, short lengths shall be used with proper connections or couplings. Repair sleeves shall not be used to make closures during new construction.
    e. All pipe and trenching shall be viewed and approved by the Municipality prior to cover and backfill.
    f. All bends of 22-1/2 degrees or greater, and all tees and plugs shall be thrust block protected and Mega-Lug Retainer Glands used to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination or retaining glands and threaded rods.
    g. All fitting accessories and bolts shall be stainless steel, all pipe fittings should employ mega lug restraining system.
15. Testing and Disinfection
    a. Water main shall be tested in accordance with AWWA C-600 & the local jurisdictional requirements prior to it final acceptance. A 24 hour system pressure test needs to be performed as per the Standard Specifications. The pressure and leakage tests and disinfection of the mains shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. All valve vaults shall be clean and free of debris and water, and individual service boxes shall be visible and clearly located prior to their final acceptance.
    b. The preferred point of application of the chlorinating agent shall be at the beginning of the pipeline extension or any valved section of it and through a corporation stop in the top of the newly laid pipe. The injector for delivering the chlorine gas into the pipe should be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension.
    c. Water from the existing distribution system or any other source of supply shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine-gas. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall be at least fifty parts-per-million (50ppm), or enough to meet the requirements during the retention period.
    d. Valves shall be manipulated so that the strong chlorine solution in the line being treated shall not flow back into the line supplying the water. The pipe section being chlorinated shall be kept at a lower pressure than the water system pressure.
    e. Treated water shall be retained in the pipe long enough to destroy all spore-forming bacteria. This retention period shall be at least twenty-four (24) hours. After the chlorine-treated water has been retained for the required time, the chlorine residual at the pipe extremities and at other representative points shall be at least twenty five parts-per-million (25ppm).
    f. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent.
    g. After all mains have been pressure tested, they shall be disinfected and tested according to the requirements of the Standards for Disinfecting Water Mains, AWWA C-601 and C-651, and as required by this Section. All disinfection, as required by this Section, shall be performed by an independent firm exhibiting experience in the methods and techniques of this operation, and shall be approved by the Village Public Works Department. The contractor shall obtain two samples of water from the main for bacteriological testing. A second series of samples shall be collected no less than 24 hours after the first set of samples has been collected. The contractor and the Village will be furnished with copies of the bacteriological report for their records.

PROTECTION OF WATER MAIN AND WATER SERVICE LINES

Water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains as follows:

a) Water Mains:

1) Horizontal Separation:

A. Water mains shall be laid at least ten feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.

B. Water mains may be laid closer than ten feet to a sewer line when:

i. Local conditions prevent a lateral separation of ten feet.
ii. The water main invert is at least 18 inches above the crown of the sewer; and
iii. The water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

C. Both the water main and drain or sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, asbestos cement pressure pipe, prestressed concrete pipe, or PVC pipe meeting the requirements of Section 653.111 when it is impossible to meet (A) or (B) above. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling.

2) Vertical Separation:

A. A water main shall be laid so that its invert is 18 inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joins equidistant from the sewer or drain.

PROTECTION OF WATER MAIN AND WATER SERVICE LINES

B. Both the water main and sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed constate pipe, or PVC pipe meeting requirements of Section 653.111 when

i. It is impossible to obtain the proper vertical separation as described in (A) above; or

ii. The water main passes under a sewer or drain

C. A vertical separation of 18 inches between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main.

D. Construction shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten feet.

a) Water Service Lines:

1) The horizontal and vertical separation between water service lines and all storm sewer, sanitary sewers, combined sewers or any drain or sewer service connection shall be the same as water main separation described in (a) above.

2) Water pipe described in (a) above shall be used for sewer service lines when minimum horizontal and vertical separation cannot be maintained.

b) Special Conditions – Alternate solutions shall be presented to the Agency when extreme topographical, geological or existing structural conditions make strict compliance with (a) and (b) above technically and economically impractical equivalent to approved water main material is proposed.

c) Water mains shall be separated from septic tanks, disposal fields and seepage beds by a minimum of 25 feet.

d) Water mains and water service lines shall be protected against entrance of hydrocarbons through diffusion through any material used in construction of the line.

STORM SEWER

1. All storm sewer shall conform to the requirements of The Standard Specifications for Water and Sewer Main Construction in Illinois
2. Storm sewers shall be reinforced concrete pipe conforming to ASTM C76 minimum Class III with O-ring joints conforming to ASTM C443.
3. Bedding shall be minimum of 6" of CA-7.
4. Minimum size shall be twelve inches (12").
5. Storm Structures
   a. Rear yard catch basins are not allowed.
   b. All storm structures shall be precast reinforced concrete only.
   c. All storm structures shall be set on a six-inch (6") CA-7 cushion.
   d. All storm structures shall have no more than two adjusting rings within a minimum of four inches (4") and a maximum of twelve inches (12") of adjusting rings.
   e. All lifting holes, joints between precast reinforced concrete sections, gaps between pipes and structures shall be tuckpointed with hydraulic cement.
   f. Bitumastic material shall be placed between precast reinforced concrete sections.
   g. All steps shall be fiberglass or neoprene coated.
   h. All structure connections shall be concrete sewer pipe, ASTM C14 for extra strength pipe
6. Storm sewer and all storm structures shall be clean and free of debris prior to their final acceptance. Storm Sewer shall be inspected and tested in accordance with the local jurisdictional requirements including television inspection for review by the Village Engineer.
7. Sump pump service connections shall be 4" PVC SDR 26 unless otherwise noted.
8. All flared end sections less than 48" (effective diameter) require grates in accordance with IDOT specifications.
9. All castings shall be made in the USA with USA materials. Closed covers shall be stamped per Exhibit 2B. Open covers shall have the grates as specified in the plans.
10. All storm sewer extensions shall be internally video taped by remote camera. Tapes shall be in color using VHS or CD-ROM format and submitted with written reports to the Village Engineer for review and approval priot to acceptance of the sewer improvements by the Village.

PAVING CURBS AND SIDEWALK

1. Fine Grading
   a. Prior to the construction of the curb and gutter and the placement of the base material, the streets shall be fine graded to within 0.1 feet + of final subgrade elevation, to a point two (2) feet beyond the back of the proposed curb.
2. Curb and Gutter
   a. The curb and gutter shall be the type as detailed on the Engineering Plans.
   b. The curbs shall be backfilled after their construction and prior to the placement of the base course.
3. Pavement
   a. The pavement materials shall be as detailed on the Engineering Plans. Thickness specified shall be considered to be the minimum compacted thickness.
4. General. The Paving Contractor shall:
   a. Repair any base course and binder course failures prior to the installation of the final bituminous concrete surface course.
   b. Sweep clean the binder course prior to the installation of the final bituminous concrete surface course. Excessive cleaning of the binder course that may be required, and is not the fault of the Paving CONTRACTOR, shall be paid for on a time and material basis by prior agreement with the OWNER.
   c. Permit the bituminous concrete binder course to weather one (1) winter season prior to the installation of the bituminous concrete surface course.
   d. Street signs & Traffic signs.
5. Testing and Final Acceptance
   a. Prior to the placement of the base course, the subgrade must pass a proof roll test to be approved by the local jurisdictional authority. The Village shall be contacted at least 2 business days in advance of the proof roll. (See "Testing and Final Acceptance for Earthwork")
   b. Prior to placement of the bituminous concrete surface course, the CONTRACTOR if requested by the OWNER, shall obtain specimens of the binder course with a core drill where directed by the ENGINEER, for the purpose of thickness verification. Coring shall be in accordance with the applicable provisions of ART.406.15 of the Standard Specification entitled "Standard Specifications for Road and Bridge Construction". The cost for obtaining cores, which meet or exceed the specification, shall be borne by the OWNER.
   c. Deficiencies in the bituminous concrete binder course shall be adjusted for by increasing the plan thickness of the surface course with no additional cost to the OWNER.
   d. A nuclear density test must be conducted on asphalt pavement in accordance with IDOT standards.
   e. Final acceptance of the total pavement installation shall be subject to the testing and checking requirements cited above.
6. Method of Measurement
   a. Curb and Gutter, and base course shall be measured in the field by the CONTRACTOR. The quantities shall be submitted to the OWNER for verification.
   b. When requested by the OWNER, documentation for the installed base course, bituminous concrete binder, and surface, shall be submitted to the ENGINEER for verification. Deficiencies in total bituminous concrete pavement thickness shall be adjusted for in accordance with the requirements of the jurisdictional authority.
7. Basis of Payment
   a. Curb and Gutter will be paid for at the contract unit price per LINEAL FOOT.
   b. Prime Coat material will be paid for at the contract unit price per GALLON.
   c. Base Course will be paid for at the contract unit price per SQUARE YARD.
   d. Bituminous Concrete will be paid for at the contract unit price per SQUARE YARD.

REVIEW SET NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: NONE
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

2 OF 34

PROJECT SPECIFICATIONS

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date:1/12/2022 5:06:29 PM By:nmeske

GENERAL NOTES

1. Definition of Terms
   a. The CONTRACTOR is the individual, firm, partnership or corporation contracting with the OWNER for performance of the prescribed work.
   b. The OWNER is the individual, firm, partnership or corporation having the authority to award the contract for the prescribed work.
   c. The ENGINEER where specifically referred to in the Specifications shall be the OWNER'S representative.
2. All CONTRACTORS shall be responsible for the following, which shall also be incidental to the cost of construction:
   a. Examination of the Engineering Plans and Specifications and the existing site conditions prior to submitting a bid, and notifying the ENGINEER at once of any discrepancies.
   b. The obtaining of any necessary permits not previously applied for by the OWNER, and posting of the necessary bonds.
   c. The notification of the start of construction to the Village of LEMONT Public Works Dept. at (630) 257-6277, utility companies, and the ENGINEER at least two (2) working days prior to said start. All existing utilities must be staked prior to construction. All construction, including equipment startup, shall be between the hours of 7:00 a.m. to 8:00 p.m. weekdays, and 8:00 a.m. to 7:00 p.m. weekends and holidays.
   d. Calling attention to the OWNER of any errors or discrepancies, which may be suspected in lines and grades, which are established by the OWNER. The CONTRACTOR shall not proceed with the work until the lines and grades which are believed to be in error have been verified or corrected by the OWNER. Additional staking that may be required due to CONTRACTOR negligence shall be paid for by the CONTRACTOR.
   e. The providing of safe and healthful working conditions throughout the prosecution of the construction work. This shall include, but not be limited to: the removal of debris, the protecting of construction hazards with barricades and the keeping of public street pavements clean of construction dirt and debris.
   f. The restoration to the original condition or better of any areas that are damaged by the CONTRACTOR during construction.
   g. The testing of materials, if required by the OWNER and/or the jurisdictional agencies.
   h. The guarantee of all materials and workmanship for a period of one (1) year upon final acceptance by the OWNER and other jurisdictional agencies.
   i. Trees shall be installed a minimum of five (5) feet horizontally from sanitary sewers, sanitary services, watermains, and water services. Trees and light poles shall be installed a minimum of ten (10) feet horizontally from utility structures and appurtenances, including but not limited to manholes, valve vaults, valve boxes and fire hydrants.
   j. The contractor shall be responsible for implementation & maintenance of all soil erosion & sedimentation control measures throughout the entire project.
   k. Contractors are required to obtain applicable permits from the Municipality.
3. The OWNER shall be responsible for the following:
   a. Scheduling the necessary preconstruction meeting(s) with the jurisdictional agencies at least two (2) working days prior to the commencement of work.
   b. Insurance certificates from all contractors, naming the Village of Frankfort as additional insured, prior to preconstruction meeting being set.
   c. Providing the CONTRACTOR with one (1) set of control line and grade stakes (at offsets mutually agreed upon) for the proper prosecution and control of the work.
   d. Applying for IEPA, IDOT, and all applicable County, Municipal and Sanitary District Permits. Other necessary permits shall be the responsibility of the CONTRACTOR.
4. The ENGINEER shall be responsible for the following:
   a. To periodically visit the construction site in order to better carry out the duties and responsibilities assigned by the OWNER and undertaken by the ENGINEER.
   b. The ENGINEER shall not, during such visits or as a result of such observations of the CONTRACTOR(s)' work in progress, supervise, direct or have control over the CONTRACTOR(s)' work nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(s)', for safety precautions and programs incident to the work of the CONTRACTOR(s) or for any failure of the CONTRACTOR(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the CONTRACTOR(s) furnishing and performing their work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contracts by the CONTRACTOR(s) nor assume responsibility for the CONTRACTOR(s)' failure to furnish and perform their work in accordance with the Contract Documents.
5. Except where modified by the contract documents, all work proposed herein shall be in accordance with the following specifications, which are hereby made a part hereof:
   a. "Standard Specifications for Road and Bridge Construction", and "Supplemental Specifications and Recurring Special Provisions", latest edition, prepared by the Illinois Department of Transportation (IDOT Standard Specifications).
   b. Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, as adopted by the Illinois Society of Professional Engineers, etal.
   c. Illinois Urban Manual, latest edition.
   d. UDO Ordinances of the Village of Lemont, current edition when these plans were approved.
   e. American With Disabilities Act, Standards for Accessible Design, latest ed.
6. In the event of a conflict between statements, which apply to the construction work, the OWNER should contact the Public Works Director for direction.

MWRD SPECIFICATIONS

A. Referenced Specifications
1. All construction shall be in accordance with the applicable sections of the following, except as modified herein or on the plans;
   a. Sstandard Sspecifications for Road and Bridge Construction (latest edition), by the Illinois Department of Transportation (IDOTt SS) for all improvements except sanitary sewer and water main construction;
   b. Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition (SSWS) for sanitary sewer and water main construction;
   c. Village of LEMONT municipal code (latest edition);
   d. The Metropolitan Water Reclamation District of Greater Chicago (NWRD) Watershed Management Ordinance and Technical Guidance Manual (latest edition);
   e. In case of conflict between the applicable ordinances noted, the more stringent shall take precedence and shall control all construction.

B. .Notifications
1. The MWRD local sewer systems section field office must be notified at least two (2) working days prior to the commencement of any work (call 708-588-4055).
2. The Village of LEMONT Engineering Department and Public Works must be notified at least 24 hours prior to the start of construction and prior to each phase of work. Contractor shall determine items requiring inspection prior to start of construction or each work phase.
3. The Contractor shall notify all utility companies prior to beginning construction for the exact locations of utilities and for their protection during construction. If existing utilities are encountered that conflict in location with new construction, immediately notify the engineer so that the conflict can be resolved. call J.U.L.I.E. at 1-800-892-0123.

C. General Notes
1. All elevations shown on plans reference the north american vertical datum of 1988 (NAVD88). Conversion factor is N/A ft.
2. MWRD, the Municipality and the Owner or Owner's Representative shall have the authority to inspect, approve, and reject the construction improvements.
3. The Contractor(s) shall indemnify the Owner, Engineer, Municipality, MWRD, and their Agents,from all liability involved with the construction, installation, or testing of this work on the project.
4. The proposed improvements must be constructed in accordance with the engineering plans as approved by mwrd and the municipality unless changes are approved by MWRD, the Municipality, or authorized agent. The construction details, as presented on the plans, must be followed. Proper construction techniques must be followed on the improvements indicated on the plans.
5. The location of various underground utilities which are shown on the plans are for information only and represent the best knowledge of the Engineer. Verify locations and elevations prior to beginning the construction operations.
6. Any existing pavement, sidewalk, driveway, etc., damaged during construction operations and not called for to be removed shall be replaced at the expense of the Contractor.
7. Material and compaction testing shall be performed in accordance with the requirements of the Municipality, MWRD, and Owner.
8. The Underground Contractor shall make all necessary arrangements to notify all inspection agencies.

MWRD SPECIFICATIONS CONT'D

9. All new and existing utility structures on site and in areas disturbed during construction shall be adjusted to finish grade prior to final inspection.
10. Record drawings shall be kept by the Contractor and submitted to the Engineer as soon as underground improvements are completed. Final payments to the Contractor shall be held until they are received. Any changes in length, location or alignment shall be shown in red. All wyes or bends shall be located from the downstream manhole. All valves, B-Boxes, tees or bends shall be tied to a fire hydrant.

D. Sanitary Sewer
1. The Contractor shall take measures to prevent any polluted water, such as ground and surface water, from entering the existing sanitary sewers.
2. A water-tight plug shall be installed in the downstream sewer pipe at the point of sewer connection prior to commencing any sewer construction. the plug shall remain in place until removal is authorized by the Municipality and/or MWRD after the sewers have been tested and accepted.
3. Discharging any unpolluted water into the sanitary sewer system for the purpose of sewer flushing of lines for the deflection test shall be prohibited without prior approval from the Municipality or MWRD.
4. All sanitary sewer construction shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois (latest edition).
5. All floor drains shall discharge to the sanitary sewer system.
6. All downspouts and footing drains shall discharge to the storm sewer system.
7. All sanitary sewer pipe materials and joints (and storm sewer pipe materials and joints in a combined sewer area) shall conform to the following:

Pipe Material	Pipe Specifications	Joint Specifications
Vitrified Clay Pipe	ASTM C-700	ASTM C-425
Reinforced Concrete Sewer Pipe	ASTM C-76	ASTM C-443
Cast Iron Soil Pipe	ASTM A-74	ASTM C-564
Ductile Iron Pipe	ANSI A21.51	ANSI A21.11
Polyvinyl Chloride (PVC) Pipe		
6-inch to 15-inch Diameter SDR 26	ASTM D-2241	ASTM D-3139
18-inch to 27-inch Diameter F/DY=46	ASTM F-679	ASTM D-3212
High Density Polyethylene (HDPE)	ASTM D-3350	ASTM D-3261, F-2620 (heat fusion)
	ASTM D-3035	ASTM D-3212, F-477 (gasketed)
Water Main Quality PVC		
4-inch to 36-inch	ASTM D-2241	ASTM D-3139
4-inch to 12-inch	AWWA C900	ASTM D-3139
14-inch to 48-inch	AWWA C905	ASTM D-3139

The following materials are allowed on a qualified basis subject to District review and approval prior to permit issuance. A special condition will be added to the permit when the pipe material below is used for sewer construction or a connection is made.

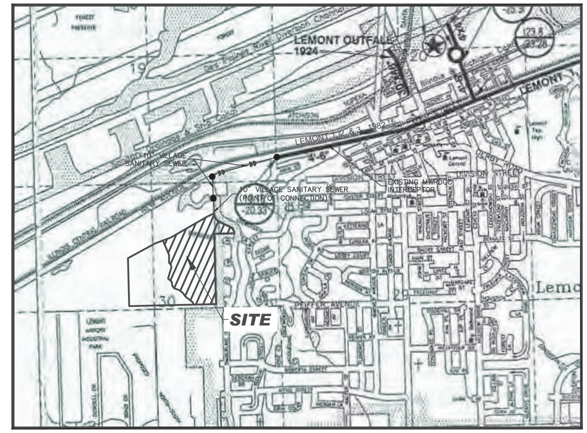
Pipe Material	Pipe Specification	Joint Specification
Polypropylene (PP) Pipe		
12-inch to 24-inch Double Wall	ASTM F-2736	ASTM D-3212,F-477
30-inch to 60-inch Triple Wall	ASTEM F-2764	ASTM D-3212, F-477

8. All sanitary sewer construction (and storm sewer construction in combined sewer areas), requires stone bedding with stone ¼" to 1" in size, with minimum bedding thickness equal to ¼ the outside diameter of the sewer pipe, but not less than four (4) inches or more than eight (8) inches. Material shall be CA-7, CA-11 or CA-13 and shall be extended at least 12" above the top of the pipe when using PVC.
9. Non-shear flexible-type couplings shall be used in the connection of sewer pipes of dissimilar pipe materials.
10. All manholes shall be provided with bolted, watertight covers. Sanitary lids shall be constructed with a concealed pickhole and watertight gasket with the word "sanitary" cast into the lid.
11. When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, one of the following methods shall be used:
   a. A circular saw-cut of sewer main by proper tools ("shewer-Tap" machine or similar) and proper installation of hubwye saddle or hub-tee saddle.
   b. Remove an entire section of pipe (breaking only the top of one bell) and replace with a wye or tee branch section.
   c. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "band seal" or similar couplings to hold it firmly in place.
12. Whenever a sanitary/combined sewer crosses under a watermain, the minimum vertical distance from the top of the sewer to the bottom of the watermain shall be 18 inches. Furthermore, a minimum horizontal distance of 10 feet between sanitary/combined sewers and watermains shall be maintained unless: the sewer is laid in a separate trench, keeping a minimum 18" vertical separation; or the sewer is laid in the same trench with the watermain located at the opposite side on a bench of undisturbed earth, keeping a minimum 18" vertical separation. If either the vertical or horizontal distances described above cannot be maintained, or the sewer crosses above the watermain, the sewer shall be constructed to water main standards or it shall be encased with a water main quality carrier pipe with ends sealed.
13. All existing septic systems shall be abandoned. Abandoned tanks shall be filled with a granular material or removed.
14. All sanitary manholes, (and storm manholes in combined sewer areas), shall have a minimum inside diameter of 48 inches, and shall be cast in place or pre-cast reinforced concrete.
15. All sanitary manholes, (and storm manholes in combined sewer areas), shall have precast "rubber boots" that conform to ASTM C-923 for all pipe connections. Precast sections shall consist of modified groove tongue and rubber gasket type joints.
16. All abandoned sanitary sewers shall be plugged at both ends with at least 2 feet long non-shrink concrete or mortar plug.
17. Except for foundation/footing drains provided to protect buildings, or perforated pipes associated with volume control facilities, drain tiles/field tiles/underdrains/perforated pipes are not allowed to be connected to or tributary to combined sewers, sanitary sewers, or storm sewers tributary to combined sewers in combined sewer areas. Construction of new facilities of this type is prohibited; and all existing drain tiles and perforated pipes encountered within the project area shall be plugged or removed, and shall not be connected to combined sewers, sanitary sewers, or storm sewers tributary to combined sewers.
18. A backflow preventer is required for all detention basins tributary to combined sewers. Required backflow preventers shall be inspected and exercised annually by the property owner to ensure proper operation, and any necessary maintenances shall be performed to ensure functionality. In the event of a sewer surcharge into an open detention basin tributary to combined sewers, the permittee shall ensure that clean up and wash out of sewage takes place within 48 hours of the storm event.

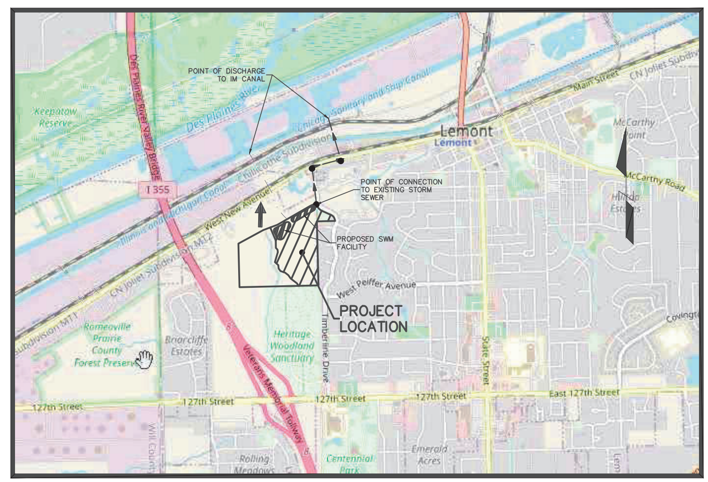
E. Erosion and Sediment Control
1. The contractor shall install the erosion and sediment control devices as shown on the approved erosion and sediment control plan.
2. Erosion and sediment control practices shall be functional prior to hydrologic disturbance of the site.
3. All design criteria, specifications, and installation of erosion and sediment control practices shall be in accordance with the illinois urban manual.
4. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
5. Inspections and documentation shall be performed, at a minimum:
   a. Upon completion of initial erosion and sediment control measures, prior to any soil disturbance.
   b. Once every seven (7) calendar days and within 24 hours of the end of a storm event with greater than 0.5 inch of rainfall or liquid equivalent precipitation.
6. Soil disturbance shall be conducted in such a manner as to minimize erosion. If stripping, clearing, grading, or landscaping are to be done in phases, the co-permittee shall plan for appropriate soil erosion and sediment control measure.

MWRD SPECIFICATIONS CONT'D

7. A stabilized mat of crushed stone meeting the standards of the illinois urban manual shall be installed at any point where traffic will be entering or leaving a construction site. Sediment or soil reaching an improved public right-of-way, street, alley or parking area shall be removed by scraping or street cleaning as accumulations warrant and transported to a controlled sediment disposal area.
8. Concrete washout facilities shall be constructed in accordance with the Illinois Urban Manual and shall be installed prior to any on site construction activities involving concrete.
9. Mortar washout facilities shall be constructed in addition to concrete washout facilities for any brick and mortar building envelope construction activities.
10. Temporary diversions shall be constructed as necessary to direct all runoff from hydrologically disturbed areas to an appropriate sediment trap or basin. Volume control facilities shall not be used as temporary sediment basins.
11. Disturbed areas of the site where construction activities have temporarily or permanently ceased shall be stabilized with temporary or permanent measures within seven (7) days.
12. All flood protection areas and volume control facilities shall, at a minimum, be protected with a double-row of silt fence (or equivalent).
13. Volume control facilities shall not be constructed until all of the contributing drainage area has been stabilized.
14. Soil stockpiles shall, at a minimum, be protected with perimeter sediment controls. Soil stockpiles shall not be placed in flood protection areas or their buffers.
15. Earthen embankment side slopes shall be stabilized with appropriate erosion control blanket.
16. Storm sewers that are or will be functioning during construction shall be protected by appropriate sediment control measures.
17. The contractor shall either remove or replace any existing drain tiles and incorporate them into the drainage plan for the development. Drain tiles cannot be tributary to a sanitary or combined sewer. Drain tiles allowed in combined sewer area for green infrastructure practices.
18. If dewatering services are used, adjoining properties and discharge locations shall be protected from erosion and sedimentation. Dewatering systems should be inspected daily during operational periods. the site inspector must be present at the commencement of dewatering activities.
19. The contrctor shall be responsible for trench dewatering and excavation for the installation of sanitary sewers, storm sewers, watermains as well as their services and other appurtenances. Any trench dewatering, which contains sediment shall pass through a sediment settling pond or equally effective sediment control device. Alternatives may include dewatering into a sump pit, filter bag or existing vegetated upslope area. sediment laden waters shall not be discharge to waterways, flood protection areas or the combined sewer system.
20. All permanent erosion control practices shall be initiated within seven (7) days following the completion of soil disturbing activities.
21. All erosion and sediment control measures shall be maintained and repaired as needed on a year-round basis during construction and any periods of construction shutdown until permanent stabilization is achieved.
22. All temporary erosion and sediment control measures shall be removed within thirty (30) days after permanent site stabilization.
23. The erosion and sediment control measures shown on the plans are the minimum requirements. additional measures may be required, as directed by the Engineer, Site Inspector, or MWRD.



SANITARY ROUTING EXHIBIT



STORM ROUTING EXHIBIT

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

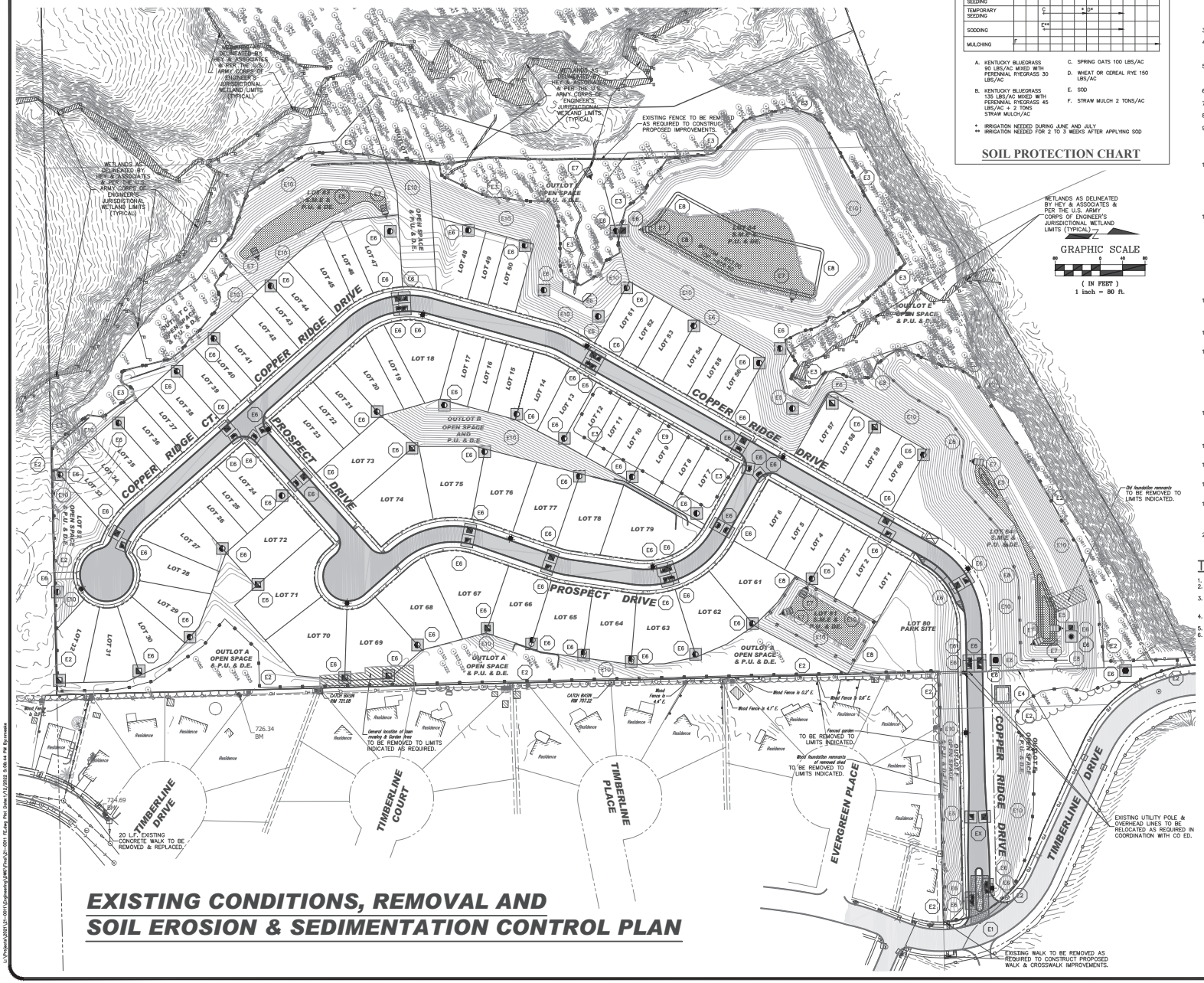
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

3 OF 34

GENERAL NOTES, MWRD SPECIFICATIONS & SANITARY/STORM ROUTING EXHIBITS

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date:1/12/2022 5:06:30 PM By:nmeske



GRAPHIC SCALE
60 0 40 80
(IN FEET)
1 inch = 80 ft.

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PERMANENT SEEDING			A			*	*	→				
DORMANT SEEDING	B	←									B	→
TEMPORARY SEEDING			C			*	D*	→				
SODDING			E**									
MULCHING	F											

A. KENTUCKY BLUEGRASS 90 LBS/AC MIXED WITH PERENNIAL RYEGRASS 30 LBS/AC
B. KENTUCKY BLUEGRASS 135 LBS/AC MIXED WITH PERENNIAL RYEGRASS 45 LBS/AC + 2 TONS STRAW MULCH/AC
C. SPRING OATS 100 LBS/AC
D. WHEAT OR CEREAL RYE 150 LBS/AC
E. SOD
F. STRAW MULCH 2 TONS/AC

* IRRIGATION NEEDED DURING JUNE AND JULY
** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD

SOIL PROTECTION CHART

EROSION CONTROL & SEDIMENTATION NOTES

1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, LATEST EDITION, AND ALL OTHER AUTHORITIES HAVING JURISDICTION.
2. THE APPLICANT AND/OR CONTRACTOR IS RESPONSIBLE FOR INSURING THE OBTAINED PERMIT WITH THE COMPLETED SWPPP IS POSTED ON SITE IN A PROMINENT LOCATION BEFORE COMMENCEMENT OF ANY WORK ON SITE AND SHALL CONTACT THE VILLAGE AT LEAST 2 WORKING DAYS BEFORE THE START OF CONSTRUCTION, INSTALLATION OF SEDIMENT AND EROSION MEASURES AND COMPLETION OF FINAL LANDSCAPING.
3. THE VILLAGE SHALL BE PROVIDED WITH A COPY OF THE IEPA LETTER OF NOTIFICATION OF COVERAGE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE DEVELOPER IS RESPONSIBLE FOR HAVING THE SWPPP AND A STAMPED AND SIGNED COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN ON SITE AT ALL TIMES AND BE PRESENTED WHEN REQUESTED BY ANY AUTHORIZED AGENCY.
5. THE DEVELOPER SHALL INSPECT THE SOIL EROSION AND SEDIMENT CONTROL PRACTICES EVERY SEVEN (7) DAYS AND AFTER 0.5" OR MORE RAINFALL. IMMEDIATE REPAIR SHALL BE MADE OF ANY DAMAGED EROSION CONTROL ELEMENTS THROUGHOUT THE CONSTRUCTION OF THE PROJECT.
6. ALL CONSTRUCTION TRAFFIC SHALL ENTER SITE ONLY AT PROPOSED STABILIZED CONSTRUCTION ENTRANCE(S) AS SHOWN ON PLANS.
7. ALL DIRT, MUD, OR DEBRIS THAT REACHES THE PUBLIC ROADS SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR.
8. TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DUST OR SEDIMENT FROM THE SITE.
9. SILT FENCE, SILT BASINS, AND STABILIZED CONSTRUCTION ENTRANCE(S) SHALL BE CONSTRUCTED AS DETAILED ON THE FINAL ENGINEERING PLANS PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS STABILIZED. IN ADDITION, SILT FENCE SHALL BE PROVIDED FOR AREAS DRAINING 200' AND GREATER IN ACCORDANCE WITH NRCS CODE 920.
10. SCHEDULE OF CONTROL MEASURE IMPLEMENTATION:
    A. CONSTRUCT THE APPLICABLE PORTIONS OF THE EROSION AND SEDIMENTATION CONTROLS PRIOR TO SITE CLEARING.
    B. CONTROL SITE DEVELOPMENT IN ACCORDANCE WITH THE SPECIFICATIONS.
    C. MAINTAIN INLET PROTECTION, CONSTRUCTION TRAFFIC SURFACES, CLEANING OF STORM STRUCTURES AND THE LIKE ON A REGULAR BASIS AFTER EACH HEAVY RAIN OR AS OTHERWISE REQUIRED.
11. THE ESTIMATED CONSTRUCTION SCHEDULE IS AS FOLLOWS:

TOPSOIL STRIPPING	SPRING	2022
MASS EARTHWORK	SPRING	2022
UNDERGROUND IMPROVEMENTS	SPRING	2022
ROADWAY (CURB & PAVEMENT)	SUMMER	2022
BUILDING CONSTRUCTION (START)	SUMMER	2022
FINAL GRADING (POND)	SPRING	2022
BASIN STABILIZATION	SPRING	2022
FINAL LANDSCAPING	FALL	2022

    THE ENTIRE SITE MUST BE STABILIZED, USING A HEAVY MULCH LAYER OR ANOTHER METHOD AT THE CLOSE OF THE CONSTRUCTION SEASON.
12. DISTURBED AREAS WITHIN VILLAGE PUBLIC R.O.W.'S SHALL BE RESTORED W/ 6" MIN. TOPSOIL (131ST STREET ROW 4" MIN. TOPSOIL) & SOD. RESTORATION SHALL OCCUR IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION, WEATHER PERMITTING. ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" TOPSOIL & SEED.
13. STRAW BALES ARE NOT PERMITTED IN AREAS OF CONCENTRATED FLOW. ROCK CHECK DAMS SHALL BE USED IN THESE AREAS. TECHNIQUES THAT DIVERT UPLAND RUNOFF PAST DISTURBED SLOPES SHALL BE EMPLOYED.
14. THE PROTECTION OF THE OPEN LID DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AS SPECIFIED IN DETAILS. ALL OPEN LID DRAINAGE STRUCTURES LOCATED IN YARD AREAS AND THE SEDIMENTATION BASIN MUST BE PROTECTED PER INLET PROTECTION DETAILS UNTIL SUCH A TIME THAT THE LANDSCAPING IS IN PLACE AND EFFECTIVELY PREVENTING POTENTIAL SILTATION OF THESE STRUCTURES. ALL OPEN LID DRAINAGE STRUCTURES IN PAVED AREAS SHALL HAVE FILTER BASKETS INSTALLED UNDER THE LIDS. IN THE EVENT THE GRAVEL BASE IS NOT IN PLACE UPON INSTALLATION, INLET PROTECTION SHALL BE PROVIDED AS INDICATED PER INLET PROTECTION DETAIL.
15. EROSION CONTROL BLANKET (ECB) SHALL BE INSTALLED TO ALL DISTURBED AREAS WITH SLOPES EQUAL TO OR STEEPER THAN SH:1V AND IN CRITICAL AREAS (EX: DETENTION BASIN PERIMETERS, STREAMBANKS, BERMS, ETC.) IMMEDIATELY UPON FINAL GRADING. S75BN NORTH AMERICAN GREEN (OR SIMILAR) ECB SHALL BE USED. ECB WITH GREEN DYE IS NOT ACCEPTABLE.
16. SOIL STOCKPILES SHALL BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY. STOCKPILES TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
17. DURING DEWATER OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
18. AN INCIDENT OF NON-COMPLIANCE (ION) MUST BE COMPLETED AND SUBMITTED BY THE OWNER TO THE IEPA AND COPIED TO THE VILLAGE IF, AT ANY TIME, AN EROSION OR SEDIMENT CONTROL DEVICE FAILS.
19. A NOTICE OF TERMINATION (NOT) SHALL BE COMPLETED BY THE OWNER IN COMPLIANCE WITH THE NPDES PHASE II REQUIREMENTS WHEN ALL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE WITH A 70% ESTABLISHED RATE OF VEGETATION. THE NOTICE OF TERMINATION SHALL BE SENT TO THE IEPA AND THE VILLAGE.
20. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO CONTROL WASTE SUCH AS DISCHARGED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER AND SANITARY WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.

TEMPORARY SEDIMENTATION TRAP

1. CONSTRUCT SEDIMENTATION TRAP DURING MASS EARTHWORK.
2. POND BOTTOM SHALL BE EXCAVATED TO 735.00, EXCEPT WHERE SHOWN VOLUME AVAILABLE FOR SEDIMENTATION SHALL BE 34,560 CU.-FT. BELOW OUTLET INVERT.
3. TRAP TO REMAIN IN PLACE UNTIL DETENTION FACILITY IS STABILIZED WITH FINAL LANDSCAPING OF GROUND COVER ON BANKS AND WETLAND PLANTINGS IN BOTTOM AREAS IN ACCORDANCE WITH APPROVED LANDSCAPE PLANS.
4. SILT DEPOSITS SHALL BE REMOVED & BOTTOM GRADED TO FINAL PLAN GRADES PRIOR TO PLANTING.
5. MAINTAIN SILT FENCE AT UPPER EMBANKMENT AREAS AS SHOWN ON THE PLANS.
6. NORTH POND REQUIRED VOLUME OF TRAP = 4.70 AC x 3,600 CU-FT/AC = 16,920 CU-FT = 0.39 AC. FT. 100% OF THE ~0.39 AC-FT VOLUME PROVIDED IS BELOW ELEVATION OF OUTLET (655.00). NORTHWEST POND REQUIRED VOLUME OF TRAP = 23.22 AC x 3,600 CU-FT/AC = 83,952 CU-FT = ~1.93 AC-FT. 100% OF THE ~2.03 AC-FT VOLUME PROVIDED IS BELOW ELEVATION OF OUTLET (656.00).

EROSION CONTROL LEGEND

- E1 CONSTRUCTION ENTRANCE PER NRCS SPECIFICATIONS
- E2 SILT FENCE PER NRCS SPECIFICATIONS
- E3 DOUBLE ROW OF SILT FENCE PER NRCS SPECIFICATIONS
- E4 CONCRETE WASHOUT AREA
- E5 TEMPORARY SEDIMENTATION BASIN
- E6 INLET PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS
- E7 CULVERT / FES PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS AND STANDARD DRAWING NO. IL-610
- E8 DOUBLE ROW OF SILT FENCE TO BE PROVIDED AROUND VOLUME CONTROL AREA UNTIL CONSTRUCTION OF INFILTRATION TRENCH IS COMPLETE.
- E9 TOPSOIL STOCKPILE LOCATION WITH DOUBLE ROW OF SILT FENCE
- E10 EROSION CONTROL BLANKET PER NOTE #15 ABOVE.

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 80'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

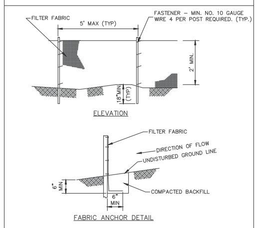
4
OF
34

SOIL EROSION & SEDIMENT CONTROL PLAN

EXISTING CONDITIONS, REMOVAL AND SOIL EROSION & SEDIMENTATION CONTROL PLAN

L:\Projects\2021\21-0011\Engineering\DWG\Civil\21-0011 TE.dwg Plot Date: 1/12/2022, 9:09:44 PM By:nsmoke

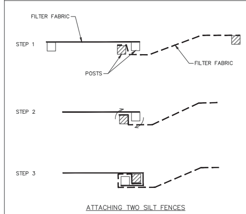
SILT FENCE PLAN



NOTES:
1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION
2. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 529 GEOTEXTILE TABLE 1 OR 2, CLASS I WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
3. FENCE POSTS SHALL BE WITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-620 SHEET 1 OF 2 DATE 11-20-01

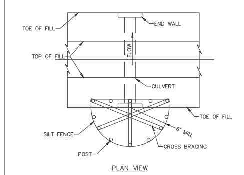
SILT FENCE



NOTES:
1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. DRIVE BOTH POSTS A MINIMUM OF 18 INCHES INTO THE GROUND AND BURY THE FLAP.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-620(W) SHEET 2 OF 2 DATE 1-29-99

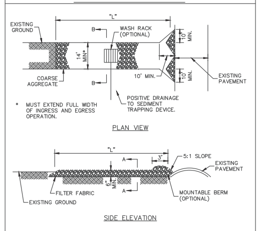
CULVERT INLET PROTECTION - SILT FENCE



NOTES:
1. THE SILT FENCE SHALL MEET THE REQUIREMENTS AS SHOWN ON STANDARD DRAWING IL-620 SILT FENCE EXCEPT THE MINIMUM POST SPACING SHALL BE 3 FEET AND THE TOPS OF POSTS SHALL BE CROSS BRACED.
2. SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE HEIGHT OF THE SILT FENCE.
3. THE MAXIMUM DRAINAGE AREA TO THE CULVERT BEING PROTECTED IS 1 ACRE.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-508SF SHEET 1 OF 1 DATE 1-29-99

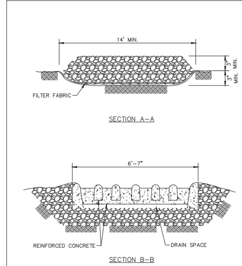
STABILIZED CONSTRUCTION ENTRANCE PLAN



NOTES:
1. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I,II OR IV AND SHALL BE PLACED OVER CLEARED AREA PRIOR TO THE PLACING OF ROCK.
2. ROCK OR RECLAIMED CONCRETE SHALL MEET ONE OF THE FOLLOWING IDOT COARSE AGGREGATE GRADATION, CA-1, CA-2, CA-3, OR CA-4 AND BE PLACED ACCORDING TO CONSTRUCTION SPECIFICATION 25 ROCKFILL USING PLACEMENT METHOD 1 AND CLASS III COMPACTION.
3. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHALL BE CONSTRUCTED ACCORDING TO MANUFACTURERS SPECIFICATIONS.
4. IF WASH RACKS ARE USED THEY SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-630 SHEET 1 OF 2 DATE 8-18-94

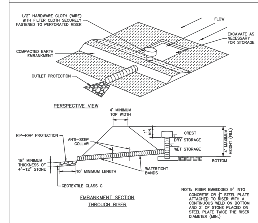
STABILIZED CONSTRUCTION ENTRANCE PLAN



REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-630 SHEET 2 OF 2 DATE 8-18-94

DETAIL 13 - PIPE OUTLET SEDIMENT TRAP - ST I

NOT TO SCALE

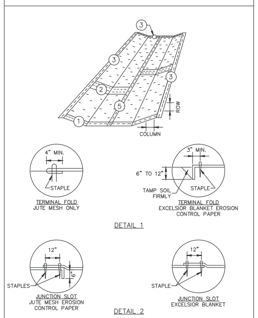


CONSTRUCTION SPECIFICATIONS

1. THE AREA UNDER THE EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED.
2. THE FILL MATERIAL FOR THE EMBANKMENT SHALL BE FREE OF ROOTS OR OTHER WOODY VEGETATION AS WELL AS OVERSIZED STONES, ROCKS, ORGANIC MATERIAL, OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED BY TRAVERSING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
3. THE TOTAL TRAP VOLUME AS MEASURED FROM THE BOTTOM TO RISER CREST ELEVATION SHALL BE 3600 CUBIC FEET PER ACRE OF DRAINAGE AREA (SEE TABLE 9). THE TOP OF EMBANKMENT MUST BE ≥ 1' ABOVE THE RISER CREST ELEVATION.
4. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF OF THE WET STORAGE DEPTH OF THE TRAP (900cf/ac). THE SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
5. THE STRUCTURE SHALL BE INSPECTED PERIODICALLY AND AFTER EACH RAIN AND REPAIRS.

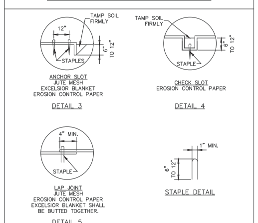
U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCE CONSERVATION SERVICE | PAGE D-15-7 | WATERSHED PROTECTION DIVISION DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH

EROSION BLANKET PLAN



REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-530 SHEET 1 OF 2 DATE 5-24-94

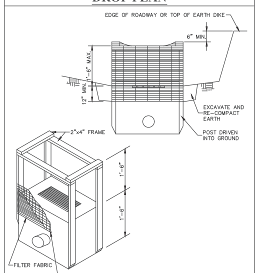
EROSION BLANKET PLAN



NOTES:
1. ON EROSION CONTROL PAPER, CHECK SLOTS, IN DITCH CHANNEL SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 50' ON SLOPES OF MORE THAN 4% AND LESS THAN 6% ON SLOPES OF 6% OR MORE, THEY SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 25'.
2. STAPLES ARE TO BE PLACED ALTERNATELY, IN COLUMNS APPROXIMATELY 2' APART AND IN ROWS APPROXIMATELY 3' APART. APPROXIMATELY 175 STAPLES ARE REQUIRED PER 4'x 225' ROLL OF MATERIAL AND 125 STAPLES ARE REQUIRED PER 4'x 150 ROLL OF MATERIAL.
3. EROSION CONTROL MATERIAL SHALL BE PLACED LOOSELY OVER GROUND SURFACE. DO NOT STRETCH.
4. ALL TERMINAL ENDS AND TRANSVERSE LAPS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-530 SHEET 2 OF 2 DATE 3-1-95

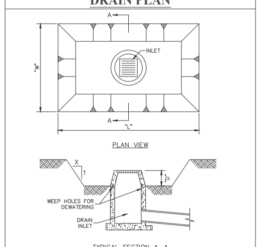
INLET PROTECTION - FABRIC DROP PLAN



NOTES:
1. FILTER FABRIC SHALL MEET THE REQUIREMENT OF MATERIAL SPECIFICATION 592 GEOTEXTILE TABLE 1 OR 2, CLASS I, WITH AN EOS OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
2. THE WIRE MESH SHALL HAVE A MAXIMUM OPENING OF AT LEAST 6 INCHES.
3. LIMIT DRAINAGE AREA TO THE INLET PROTECTION TO 1 ACRE.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-560 SHEET 1 OF 1 DATE 6-29-93

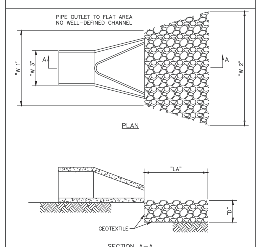
INLET PROTECTION - EXCAVATED DRAIN PLAN



NOTES:
1. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ½ THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED ON A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
2. THE SEDIMENT TRAP SHALL VE REMOVED AND THE AREA STABILIZED WHEN THE CONSTRUCTION DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
3. ALL CUT SLOPES SHALL BE 2:1 OR FLATTER.

REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-555 SHEET 1 OF 1 DATE 3-11-93

PIPE OUTLET TO FLAT AREA



NOTES:
1. THE FILTER FABRIC SHALL MEET THE REQUIREMENTS IN MATERIAL SPECIFICATIONS 592 GEOTEXTILE TABLE 1 OR 2, CLASS I, II OR III.
2. THE ROCK RIPRAP SHALL MEET THE IDOT REQUIREMENTS FOR THE FOLLOWING GRADATION: RR ________, QUALITY ________.
3. THE RIPRAP SHALL BE PLACED ACCORDING TO CONSTRUCTION SPECIFICATION 61 LOOSE ROCK RIPRAP. THE ROCK MAY BE EQUIPMENT PLACED.

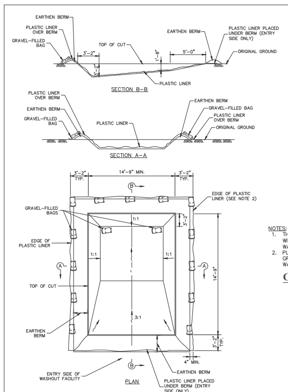
REFERENCE Project ____ Designed ____ Date ____ Checked ____ Date ____ Approved ____ Date ____ | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-610 SHEET 1 OF 1 DATE 9-15-93

PIPE OUTLET SEDIMENT TRAP - ST I

NOT TO SCALE

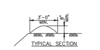
6. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION ARE ABATED. ONCE CONSTRUCTED, THE TOP AND OUTSIDE FACE OF THE EMBANKMENT SHALL BE STABILIZED WITH SEED AND MULCH. POINTS OF CONCENTRATED INFLOW SHALL BE PROTECTED IN ACCORDANCE WITH GRADE STABILIZATION STRUCTURE CRITERIA. THE REMAINDER OF THE INTERIOR SLOPES SHOULD BE STABILIZED (ONE TIME) WITH SEED AND MULCH UPON TRAP COMPLETION AND MONITORED AND MAINTAINED EROSION FREE DURING THE LIFE OF THE TRAP.
7. THE STRUCTURE SHALL BE REMOVED AND AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
8. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
9. ALL PIPE CONNECTIONS SHALL BE WATERTIGHT.
10. ABOVE THE WET STORAGE ELEVATION, THE RISER SHALL BE PERFORATED WITH 1/2" WIDE BY 6" LONG SLITS OR 1" DIAMETER HOLES SPACED 6" VERTICALLY AND HORIZONTALLY. NO PERFORATIONS WILL BE ALLOWED WITHIN 6" OF THE HORIZONTAL BARREL.
11. THE RISER SHALL BE WRAPPED WITH 1/2" HARDWARE CLOTH (WIRE) THEN WRAPPED WITH GEOTEXTILE CLASS E. THE FILTER CLOTH SHALL EXTEND 6" ABOVE THE HIGHEST SLIT AND 6" BELOW THE LOWEST SLIT. WHERE ENDS OF FILTER CLOTH COME TOGETHER, THEY SHALL BE OVERLAPPED, FOLDED AND FASTENED TO PREVENT BYPASS. FILTER CLOTH SHALL BE REPLACED AS NECESSARY TO PREVENT CLOGGING.
12. STRAPS OR CONNECTING BANDS SHALL BE USED TO HOLD THE FILTER CLOTH AND WIRE FABRIC IN PLACE. THEY SHALL BE PLACED AT THE TOP AND BOTTOM OF THE CLOTH.
13. FILL MATERIAL AROUND THE PIPE SPILLWAY SHALL BE HAND COMPACTED IN 4" LAYERS. A MINIMUM OF 2' OF HAND-COMPACTED BACKFILL SHALL BE PLACED OVER THE PIPE SPILLWAY BEFORE CROSSING IT WITH CONSTRUCTION EQUIPMENT.
14. THE RISER SHALL BE ANCHORED WITH EITHER A CONCRETE BASE OR STEEL PLATE BASE TO PREVENT FLOTATION. CONCRETE BASES SHALL BE AT LEAST TWICE THE RISER DIAMETER AND 12" DEEP WITH THE RISER EMBEDDED 9". STEEL PLATE BASES SHALL BE AT LEAST TWICE THE RISER DIAMETER, 1/4" MINIMUM THICKNESS AND ATTACHED TO THE BOTTOM OF THE RISER BY A CONTINUOUS WELD TO FORM A WATERTIGHT CONNECTION. THEN PLACE 2' OF STONE, GRAVEL OR TAMPED EARTH ON THE PLATE.
15. ANTI SEEP COLLARS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PLANS (REF. TABLE 16 AND DETAILS 13 AND 14).
16. CONCENTRIC TRASH RACK AND ANTI-VORTEX DEVICE DESIGN DETAILS ARE ON DETAIL 16.
17. REFER TO SECTION D FOR DEWATERING REQUIREMENTS OF SEDIMENT TRAPS.
18. OUTLET – AN OUTLET SHALL BE PROVIDED, WHICH INCLUDES A MEANS OF CONVEYING THE DISCHARGE IN AN EROSION FREE MANNER TO AN EXISTING STABLE CHANNEL.
19. WHERE DISCHARGE OCCURS AT THE PROPERTY LINE, LOCAL ORDINANCES AND DRAINAGE EASEMENT REQUIREMENTS SHALL BE MET.

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCE CONSERVATION SERVICE | PAGE D-15-8 | WATERSHED PROTECTION DIVISION DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH



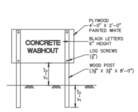
TEMPORARY CONCRETE WASHOUT FACILITY

(BELOW GRADE)



EARTHEN BERM

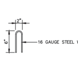
NOT TO SCALE



NOTES:
1. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 32'-10" OF THE TEMPORARY CONCRETE WASHOUT FACILITY
2. PLASTIC LINER SHALL BE ANCHORED WITH GRAVEL-FILLED BAGS FOR BELOW GRADE CONCRETE WASH FACILITY

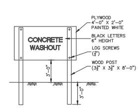
CONCRETE WASHOUT SIGN DETAIL

NOT TO SCALE



STAPLE DETAIL

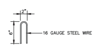
NOT TO SCALE



NOTES:
1. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 32'-10" OF THE TEMPORARY CONCRETE WASHOUT FACILITY
2. PLASTIC LINER SHALL BE ANCHORED WITH GRAVEL-FILLED BAGS FOR BELOW GRADE CONCRETE WASH FACILITY

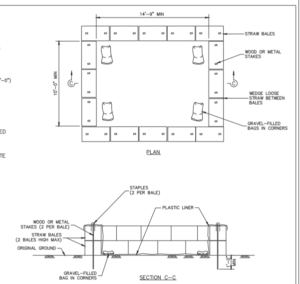
CONCRETE WASHOUT SIGN DETAIL

NOT TO SCALE



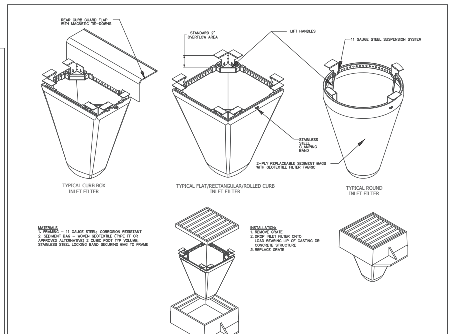
STAPLE DETAIL

NOT TO SCALE



TEMPORARY CONCRETE WASHOUT FACILITY

(ON GRADE)



FILTER BASKET DETAIL

NOT TO SCALE

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

5 OF 34

SOIL EROSION & SEDIMENT CONTROL DETAILS

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date:1/12/2022 5:06:50 PM By:nmeske

NOTES:

1. SEE THE FINAL PLAT OF SUBDIVISION FOR ALL LOT DIMENSIONS & BEARINGS.
2. ALL RADII TO CURB IS TO BACK OF CURB (TYPICAL).
3. ALL STREET SIGNS, STREET NAME SIGNS AND PARKWAY TREES SHALL BE INSTALLED AND PROVIDED IN ACCORDANCE WITH VILLAGE OF LEMONT U.D.O..
4. ALL STREET SIGNS, TRAFFIC SIGNS SHALL MATCH EXISTING VILLAGE SIGNS.
5. ALL STRIPING SHALL BE THERMOPLASTIC.
6. ALL STOP SIGNS SHALL BE 30".

OVERALL SITE PLAN

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

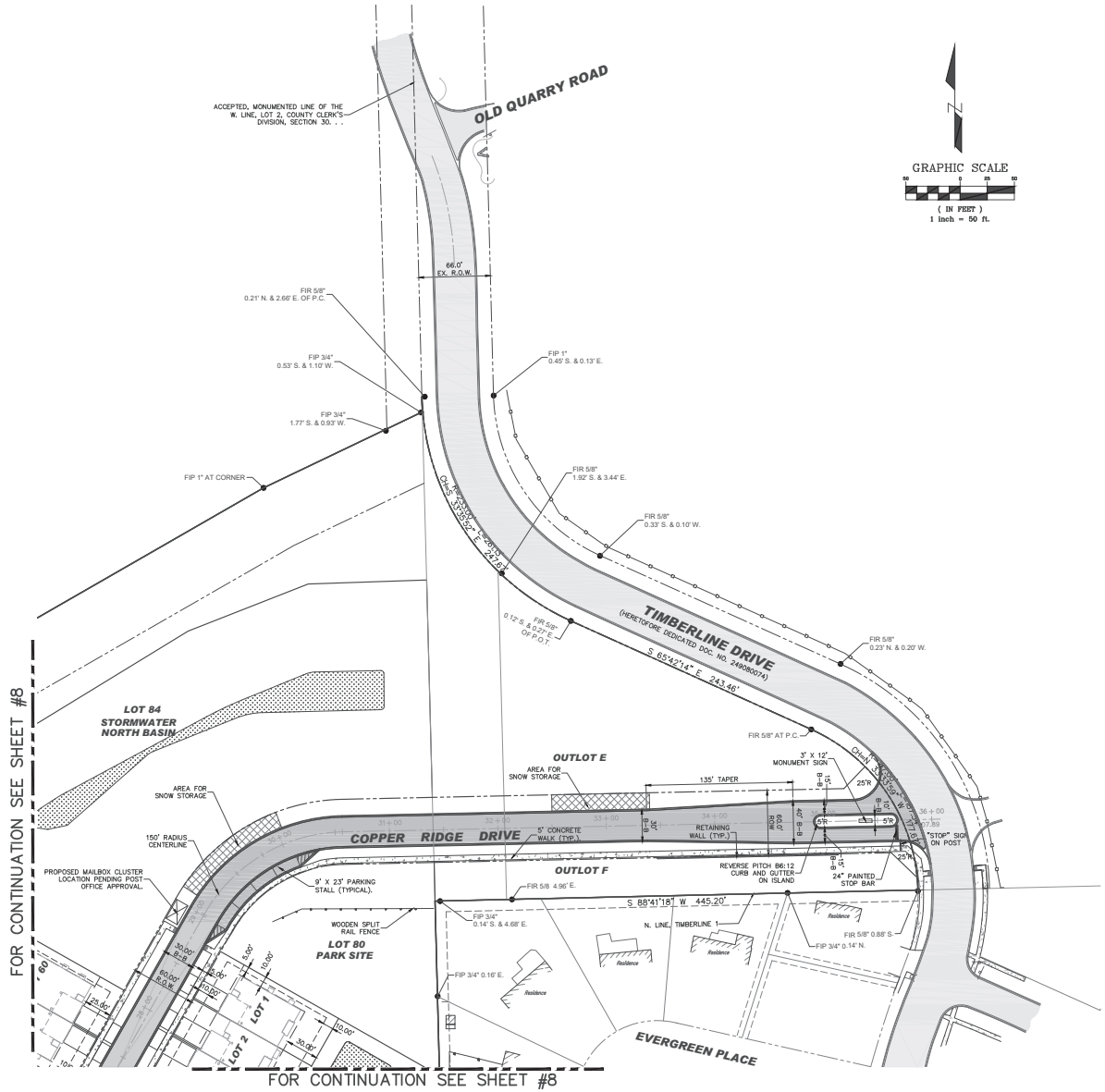
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 80'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

6
OF
34

OVERALL SITE PLAN

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date: 1/12/2022 9:07:23 PM Bycnowka

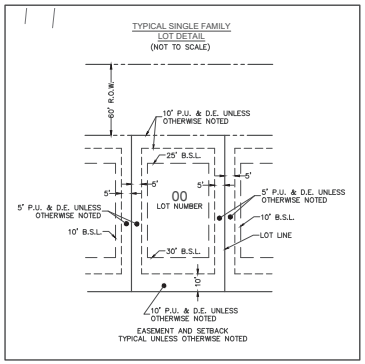


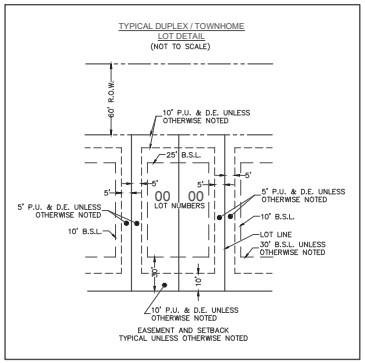
GEOMETRIC PLAN

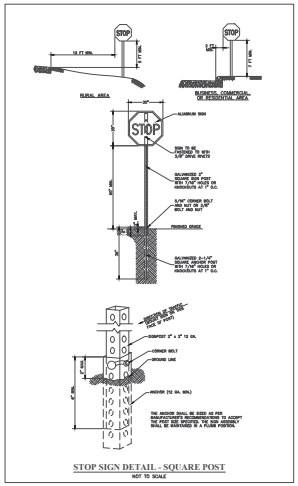
GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

NOTES:

1. SEE THE FINAL PLAT OF SUBDIVISION FOR ALL LOT DIMENSIONS & BEARINGS.
2. ALL RADII TO CURB IS TO BACK OF CURB (TYPICAL).
3. ALL STREET SIGNS, STREET NAME SIGNS AND PARKWAY TREES SHALL BE INSTALLED AND PROVIDED IN ACCORDANCE WITH VILLAGE OF LEMONT U.D.O..
4. ALL STREET SIGNS, TRAFFIC SIGNS SHALL MATCH EXISTING VILLAGE SIGNS.
5. ALL STRIPING SHALL BE THERMOPLASTIC.
6. ALL STOP SIGNS SHALL BE 30".







REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

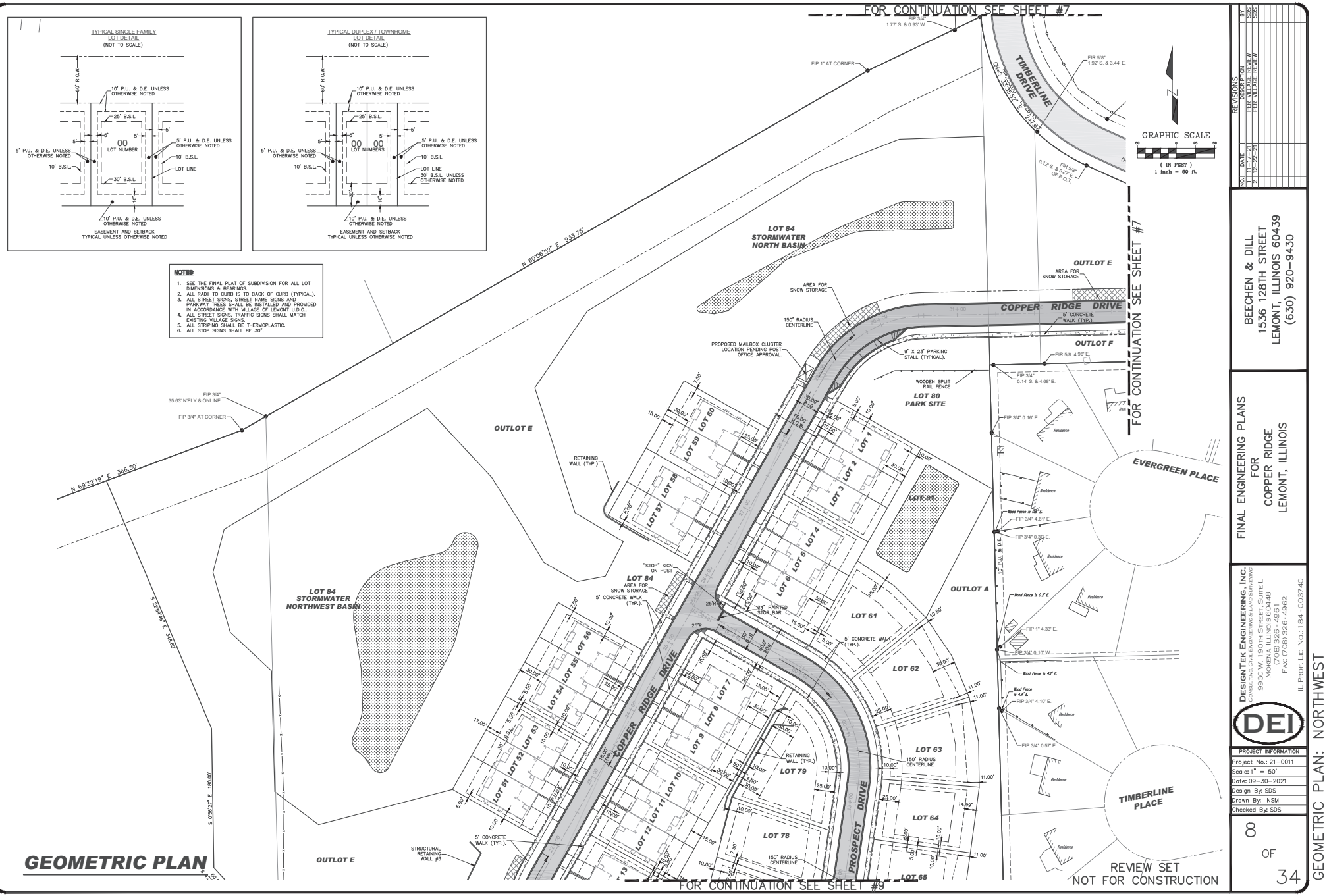
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

7
OF
34

GEOMETRIC PLAN: NORTHEAST

L:\Projects\2021\21-0011\Engineering\GMP\Final\21-0011 FE.dwg Plot Date: 1/12/2022 9:07:55 PM Brzezinska



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

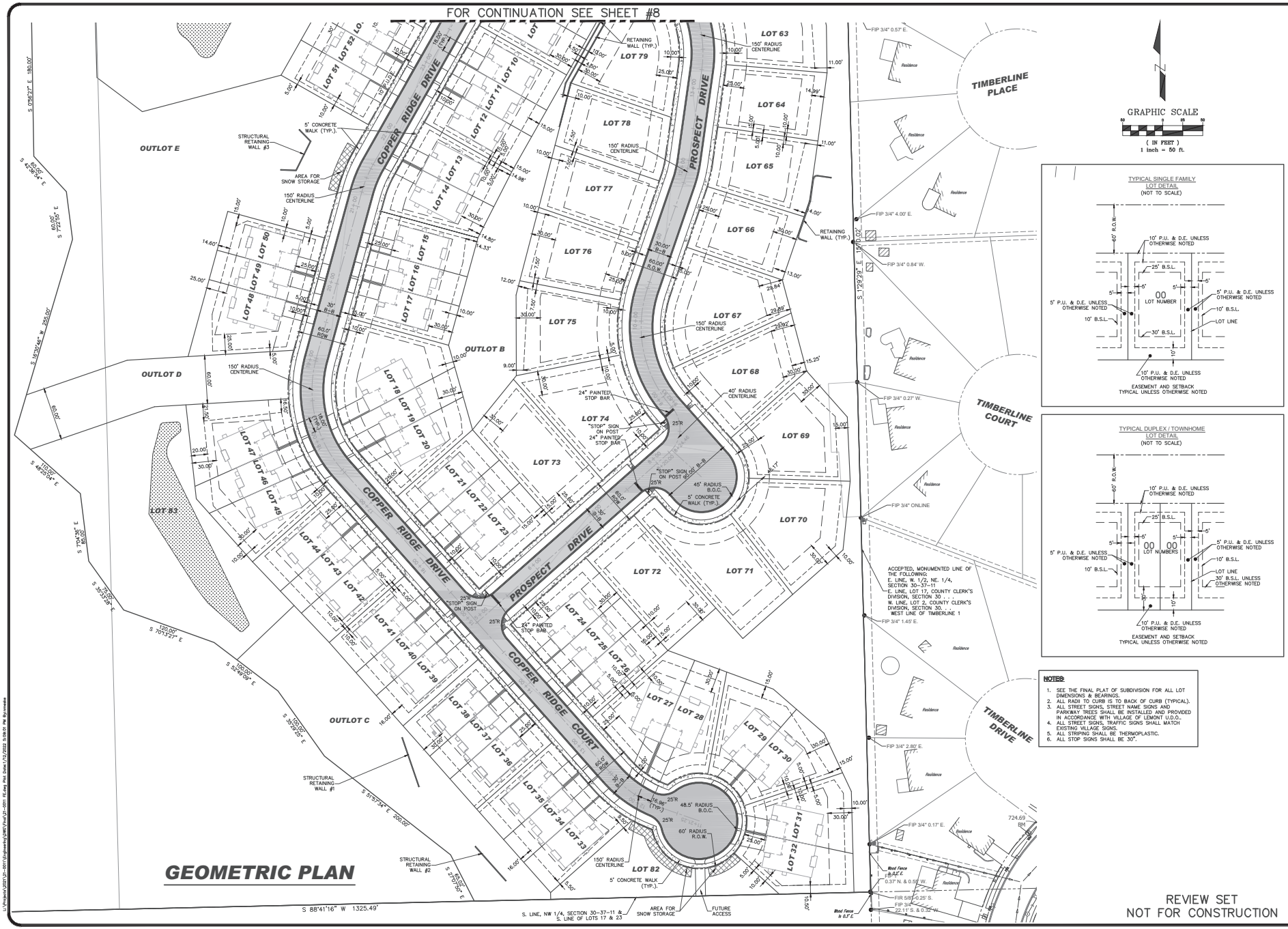
FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

8 OF 34

GEOMETRIC PLAN: NORTHWEST



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

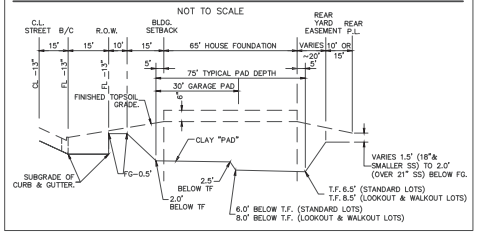
PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

9 OF 34

GEOMETRIC PLAN: SOUTH

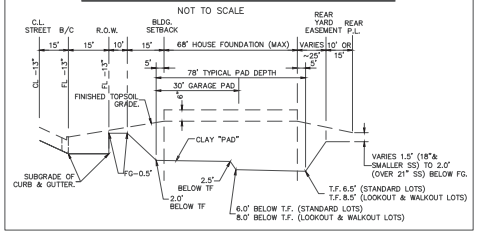
TYPICAL PAD SECTION DUPLEX & TRIPLEX BLDGS

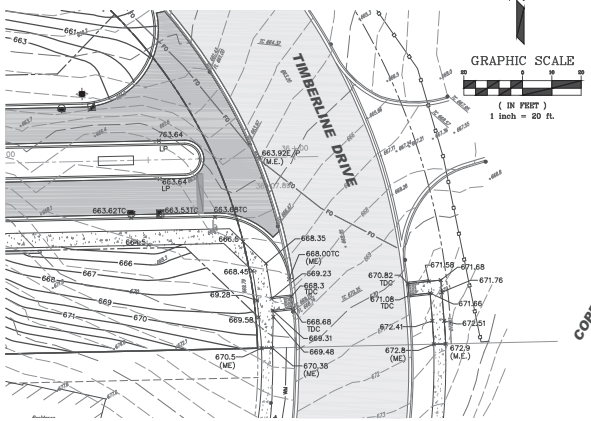
NOT TO SCALE



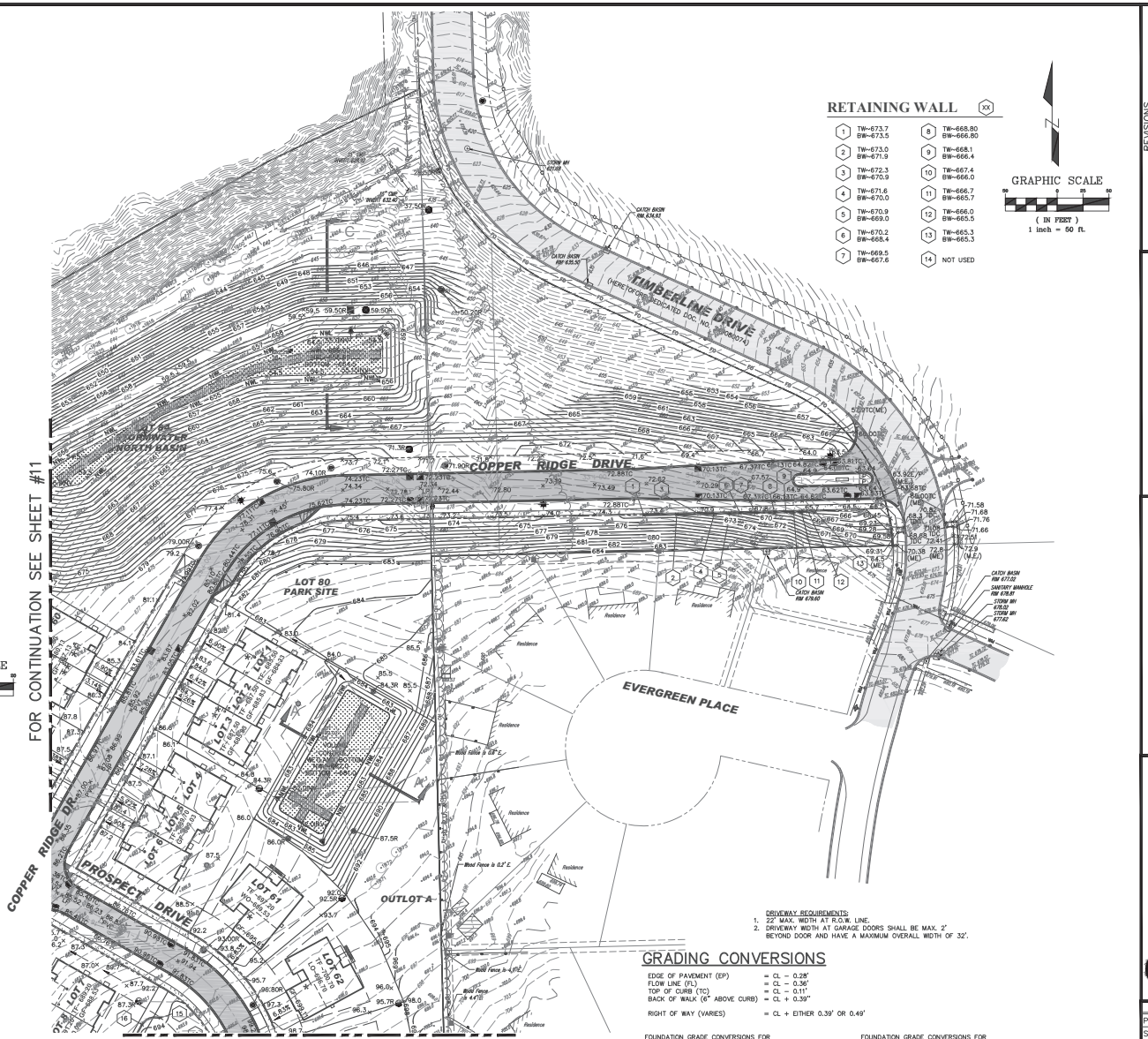
TYPICAL PAD SINGLE FAMILY LOTS

NOT TO SCALE





GRADING PLAN @ CROSSWALK TIMBERLINE DRIVE



GRADING PLAN

RETAINING WALL

1	TW=673.7 BW=673.5	8	TW=668.80 BW=666.80
2	TW=673.0 BW=671.9	9	TW=668.1 BW=666.4
3	TW=672.3 BW=670.9	10	TW=667.4 BW=666.0
4	TW=671.6 BW=670.0	11	TW=666.7 BW=665.7
5	TW=670.9 BW=669.0	12	TW=666.0 BW=665.5
6	TW=670.2 BW=668.4	13	TW=665.3 BW=665.3
7	TW=669.5 BW=667.6	14	NOT USED

DRIVEWAY REQUIREMENTS:
1. 22' MAX. WIDTH AT R.O.W. LINE.
2. DRIVEWAY WIDTH AT GARAGE DOORS SHALL BE MAX. 2' BEYOND DOOR AND HAVE A MAXIMUM OVERALL WIDTH OF 32'.

GRADING CONVERSIONS

EDGE OF PAVEMENT (EP)	= CL – 0.28'
FLOW LINE (FL)	= CL – 0.36'
TOP OF CURB (TC)	= CL – 0.11'
BACK OF WALK (6" ABOVE CURB)	= CL + 0.39'
RIGHT OF WAY (VARIES)	= CL + EITHER 0.39' OR 0.49'

FOUNDATION GRADE CONVERSIONS FOR ATTACHED UNIT HOMESITES:
1. FF = TF + 1.00' (12")
2. FRONT PORCH STOOP = FF – 0.50' (6")
3. REAR CONC PORCH = FF – 1.20' (14")
4. REAR DECK = FF – 0.33' (4")
5. GF @ HOUSE DOOR = TF – 0.50' (6") 3 ~6" RISERS
6. GF @ OHD = TF – 0.67' (8") 3 ~6" RISERS
7. GF @ OHD = FF – 1.67' (20")
8. GF @ OHD = TF – 1.17' (14") (4 ~6" RISERS)*
9. GF @ OHD = TF – 1.67' (20") (4 ~7.5" RISERS)**

FOUNDATION GRADE CONVERSIONS FOR SINGLE FAMILY HOMESITES:
1. FF = TF + 1.08' (13")
2. FRONT PORCH STOOP = FF – 0.58' (7")
3. REAR CONC PORCH = FF – 0.58' (7")
4. REAR DECK = FF – 0.33' (4")
5. GF @ HOUSE DOOR (3 ~7.5" RISERS) = TF – 0.79' (9.5")
6. GF @ OHD (3 ~7.5" RISERS) = TF – 0.96' (11.5")
7. GF @ HOUSE DOOR (4 ~7.5" RISERS) = TF – 1.42' (17")*
8. GF @ OHD (4 ~7.5" RISERS) = TF – 1.59' (19")*
9. GF @ HOUSE DOOR (5 ~7.5" RISERS) = TF – 2.05' (24.5")**
10. GF @ OHD (5 ~7.5" RISERS) = TF – 2.21' (26.5")**

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-12-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

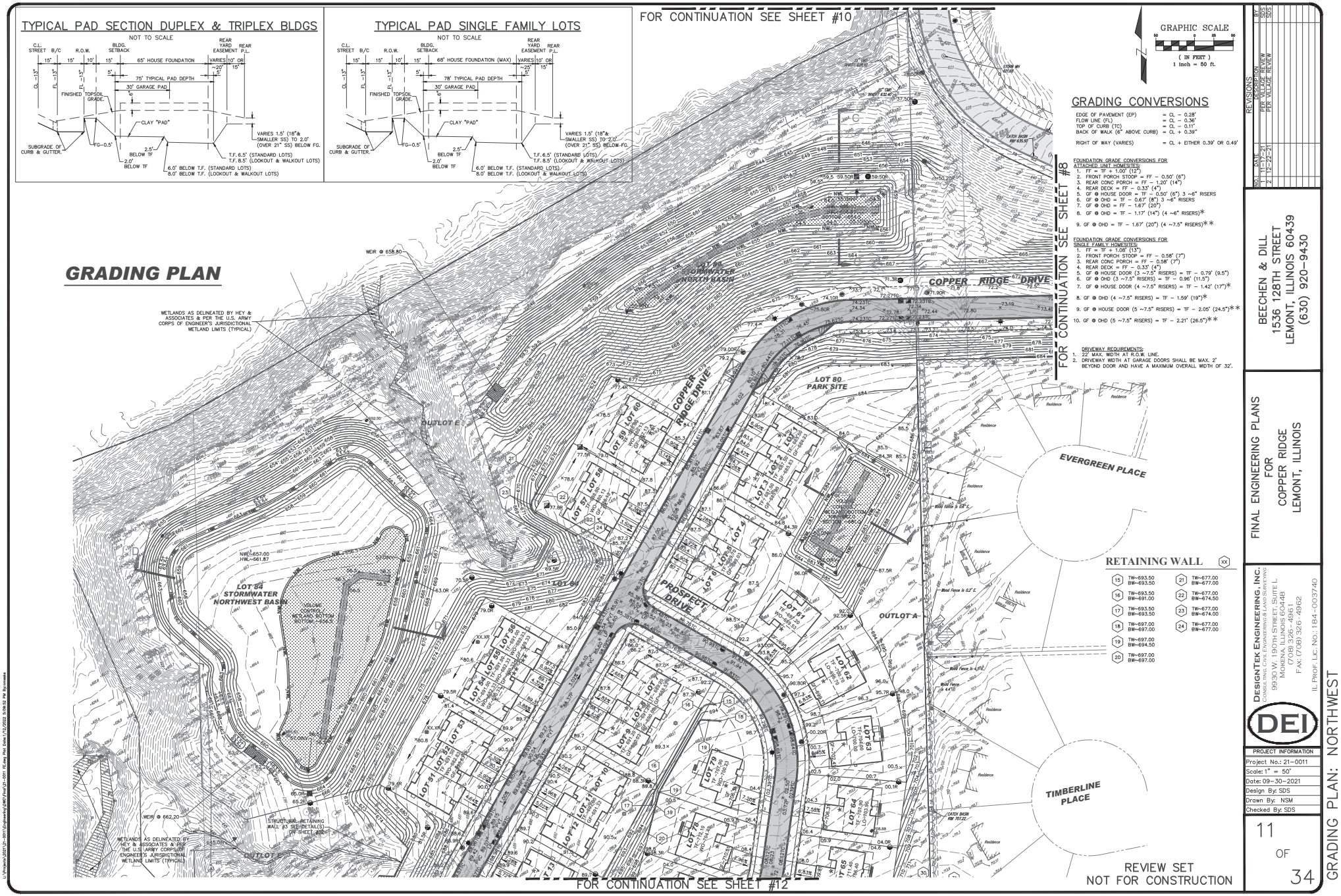
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

10
OF
34

GRADING PLAN: NORTHEAST

L:\Projects\2021\21-0011\Engineering\GRADING\Grd21-0011 TE.dwg Plot Date: 1/12/2022 9:09:35 PM Bylaineke



NO.	DATE	DESCRIPTION	BY
1	11-12-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

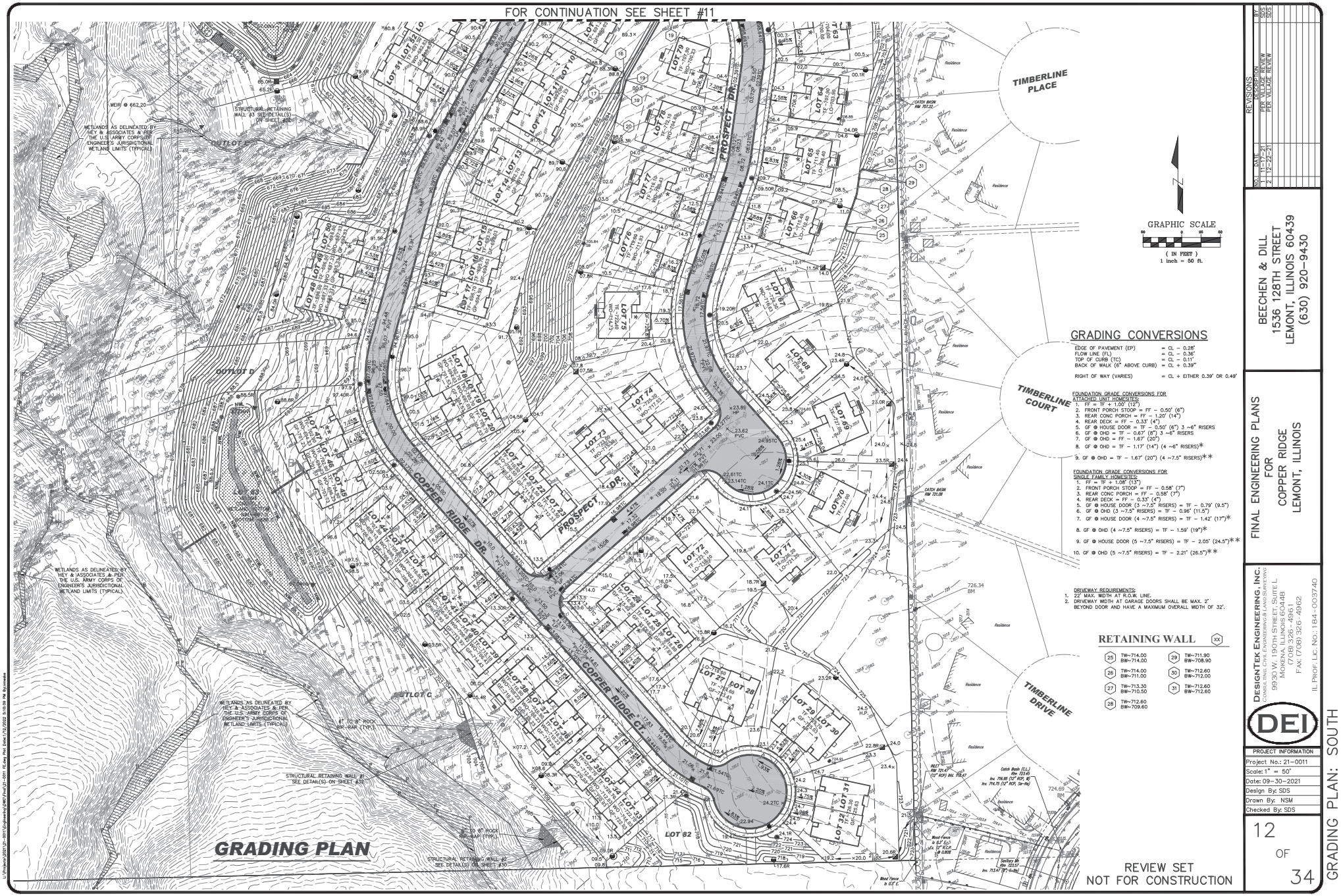
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

11
OF
34

GRADING PLAN: NORTHWEST

201



GRADING CONVERSIONS

EDGE OF PAVEMENT (EP) = CL − 0.28'
FLOW LINE (FL) = CL − 0.36'
TOP OF CURB (TC) = CL + 0.11'
BACK OF WALK (6" ABOVE CURB) = CL + 0.39"
RIGHT OF WAY (VARIES) = CL + EITHER 0.39' OR 0.49'

FOUNDATION GRADE CONVERSIONS FOR ATTACHED UNIT HOMESITES:
1. FF = TF + 1.00' (12")
2. FRONT PORCH STOOP = FF − 0.50' (6")
3. REAR CONC PORCH = FF − 1.20' (14")
4. REAR DECK = FF − 0.33" (4")
5. GF @ HOUSE DOOR = TF − 0.50' (6") 3 ~6" RISERS
6. GF @ OHD = TF − 0.67' (8") 3 ~6" RISERS
7. GF @ OHD = FF − 1.67' (20")
8. GF @ OHD = TF − 1.17' (14") (4 ~6" RISERS)*
9. GF @ OHD = TF − 1.67" (20") (4 ~7.5" RISERS)**

FOUNDATION GRADE CONVERSIONS FOR SINGLE FAMILY HOMESITES:
1. FF = TF + 1.08' (13")
2. FRONT PORCH STOOP = FF − 0.58' (7")
3. REAR CONC PORCH = FF − 0.58' (7")
4. REAR DECK = FF − 0.33" (4")
5. GF @ HOUSE DOOR (3 ~7.5" RISERS) = TF − 0.79' (9.5")
6. GF @ OHD (3 ~7.5" RISERS) = TF − 0.96' (11.5")
7. GF @ HOUSE DOOR (4 ~7.5" RISERS) = TF − 1.42' (17")*
8. GF @ OHD (4 ~7.5" RISERS) = TF − 1.59' (19")*
9. GF @ HOUSE DOOR (5 ~7.5" RISERS) = TF − 2.05' (24.5")**
10. GF @ OHD (5 ~7.5" RISERS) = TF − 2.21' (26.5")**

DRIVEWAY REQUIREMENTS:
1. 22' MAX. WIDTH AT R.O.W. LINE.
2. DRIVEWAY WIDTH AT GARAGE DOORS SHALL BE MAX. 2' BEYOND DOOR AND HAVE A MAXIMUM OVERALL WIDTH OF 32'.

RETAINING WALL (XX)

25	TW=714.00 BW=714.00	29	TW=711.90 BW=708.90
26	TW=714.00 BW=711.00	30	TW=712.60 BW=712.00
27	TW=713.30 BW=710.50	31	TW=712.60 BW=712.60
28	TW=712.60 BW=709.60		

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-12-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

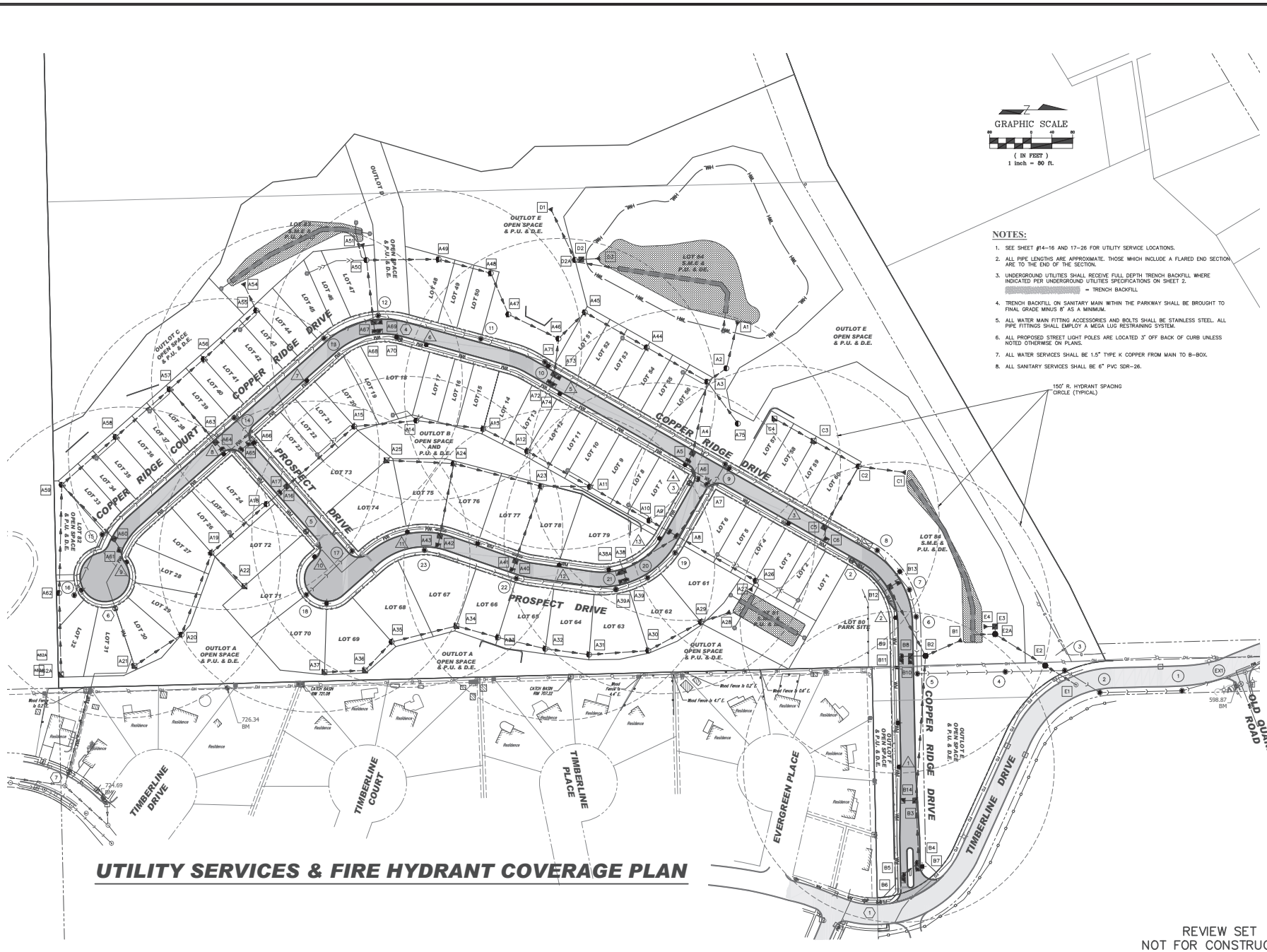
PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

12
OF
34

GRADING PLAN: SOUTH

202

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date: 1/12/2022 5:10:09 PM Bynewele



UTILITY SERVICES & FIRE HYDRANT COVERAGE PLAN

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

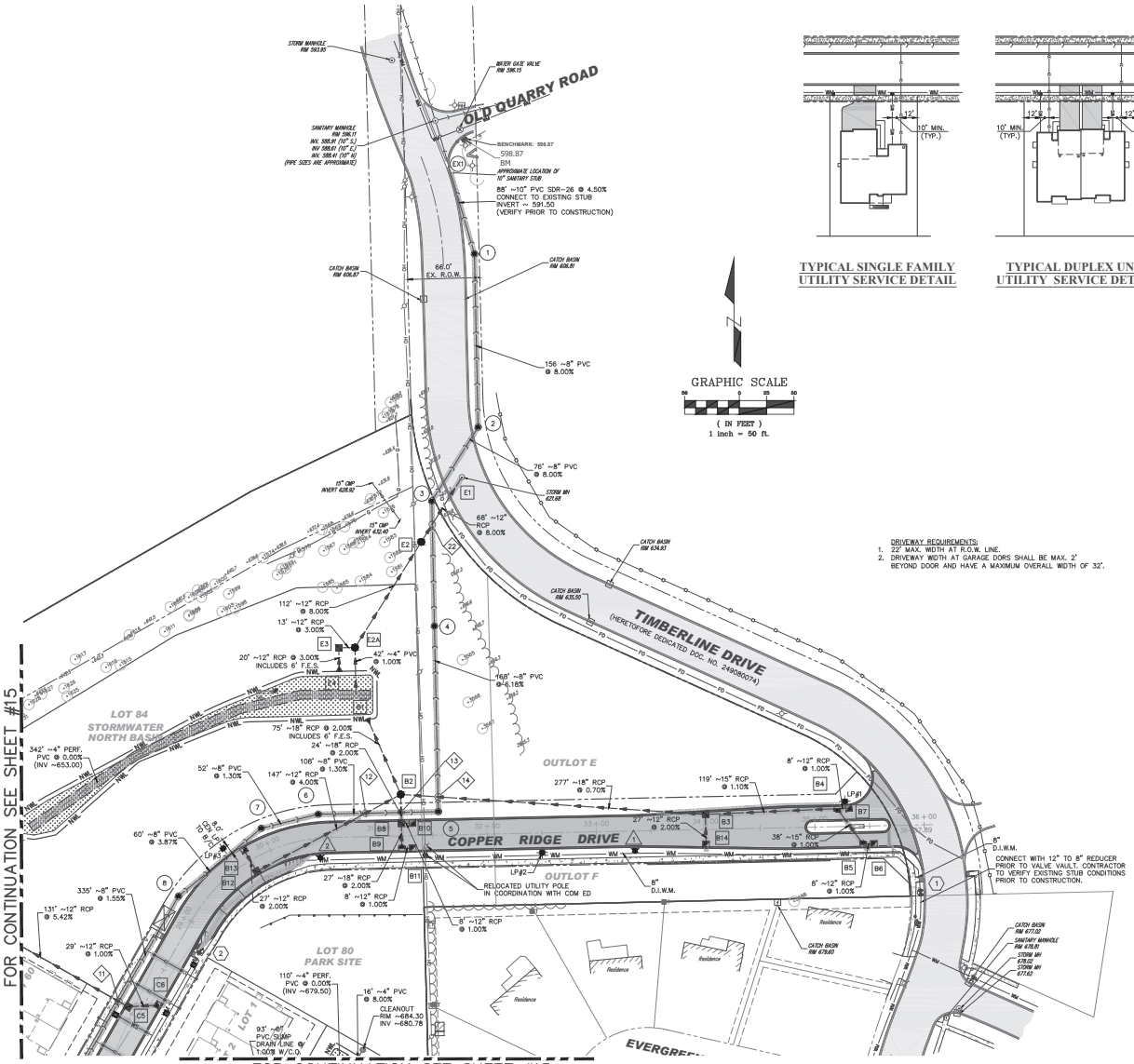
FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 80'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

13
OF
34

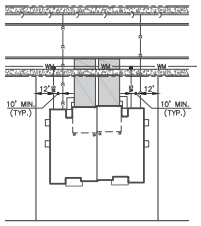
OVERALL UTILITY LAYOUT PLAN



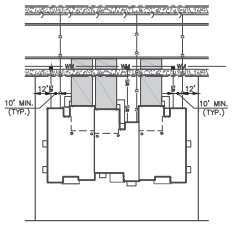
GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

DRIVEWAY REQUIREMENTS:
1. 22' MAX. WIDTH AT R.O.W. LINE.
2. DRIVEWAY WIDTH AT GARAGE DORS SHALL BE MAX. 2' BEYOND DOOR AND HAVE A MAXIMUM OVERALL WIDTH OF 32'.

TYPICAL SINGLE FAMILY UTILITY SERVICE DETAIL



TYPICAL DUPLEX UNIT UTILITY SERVICE DETAIL



TYPICAL TRIPLEX UNIT UTILITY SERVICE DETAIL

SANITARY STRUCTURES (#)

EX1 EXIST. 10" PVC SANITARY SEWER STUB EX. INV 591.50

1 48" M.H., C.L. RIM 603.30 INV 595.46 (N, 10" PVC) INV 595.63 (S, 8" PVC)

2 48" M.H., C.L. RIM 616.70 INV 608.11

3 48" DROP M.H., C.L. RIM 628.50 INV 614.19 (NE, 8" PVC) INV 622.50 (S, 8" PVC)

4 48" DROP M.H., C.L. RIM 651.20 INV 631.46 (N, 8" PVC) INV 644.20 (S, 8" PVC)

5 48" DROP M.H., C.L. RIM 671.90 INV 654.58 (N, 8" PVC) INV 665.10 (W, 8" PVC)

6 48" M.H., C.L. RIM 674.10 INV 666.50

7 48" M.H., C.L. RIM 675.80 INV 667.18

8 48" M.H., C.L. RIM 679.00 INV 669.50

WATER VALVE VAULTS (XX)

1 8" VALVE IN 48" VALVE VAULT W/ 12" to 8" REDUCER CONTRACTOR TO VERIFY EXISTING STUB CONDITIONS PRIOR TO CONSTRUCTION RIM 670.00

FIRE HYDRANTS (XX)

1 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 673.00

2 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 674.80

STORM SEWER STRUCTURES (XX)

B14 24" DIA. INLET RIM 669.88 INV 666.88 (N, 12")

B13 24" DIA. INLET RIM 676.86 (FL) INV 673.86 (SE, 12")

B12 48" DIA. CATCHBASIN, O.L. RIM 676.86 (FL) INV 673.32 (NW&NE, 12")

B11 24" DIA. INLET RIM 671.98 (FL) INV 668.56 (W, 12")

B10 24" DIA. INLET RIM 671.98 (FL) INV 668.02 (W, 12")

B9 48" DIA. MANHOLE, O.L. RIM 671.99 (FL) INV 668.48 (E, 12") INV 667.98 (N, 18")

B8 48" DIA. CATCHBASIN, O.L. RIM 671.99 (FL) INV 667.94 (E, 12") INV 667.44 (S&N, 18")

B7 24" DIA INLET RIM 663.56 (FL) INV 660.48 (W, 12")

B6 24" DIA. INLET RIM 663.28 (FL) INV 660.86 (N, 12")

B5 48" DIA. MANHOLE, O.L. RIM 663.37 (FL) INV 660.78 (E, 12") INV 660.53 (NW, 15")

B4 48" DIA. MANHOLE, O.L. RIM 663.80 (FL) INV 660.40 (E, 12") INV 660.15 (W&SE, 15")

B3 48" DIA. CATCHBASIN, O.L. RIM 669.88 (FL) INV 666.34 (S, 12") INV 658.84 (E, 15") INV 658.59 (W, 18")

B2 60" DIA. MANHOLE, C.L. RIM 671.30 INV 667.44 (SW, 12") INV 666.96 (S, 18") INV 656.65 (NW&E, 18")

B1 18" FES W/GRATE INV 655.15

E4 12" FES INV 655.00

E3 60" DIA. CATCHBASIN, C.L. RESTRICTOR STRUCTURE RIM 659.50 INV 654.40 (S, 12") INV 653.90 (E, 12") (SEE DETAIL)

E2A 48" DIA. MANHOLE, C.L. RIM 659.50 INV 653.64 (W, 12") INV 652.58 (SW, 4") INV 643.46 (NE, 12")

E2 48" DIA. MANHOLE, C.L. RIM 637.50 INV 634.50 (SW, 12") INV 623.62 (NE, 12")

E1 EXISTING STORM MANHOLE EX. RIM 621.68 EX. INV T.B.D. PR. INV 618.18 (SW, 12")

STORM SEWER GRATES

CATCHBASINS & MANHOLES (NOT IN CURBS) CLOSED LIDS:	NEENAH R-1550
INLETS (NON PAVED AREAS):	NEENAH R-4340-B
STRUCTURES IN BARRIER CURB & GUTTER:	NEENAH R-3281-A
STRUCTURES IN ROLLED/MOUNTABLE CURB & GUTTER:	NEENAH R-3501-P
DEPRESSED CURB & GUTTER:	EJIW No.7210 W/TYPE M3 GRATE

ID	BOTTOM OF PIPE	TOP OF PIPE	VERTICAL SEPARATION	CROSSING INFO. (XX)
12	668.71	666.82	1.89'	STORM OVER SANITARY
13	667.05	666.41	0.64'	STORM OVER SANITARY
14	656.67	654.70	1.97'	STORM OVER SANITARY
22	624.06	623.18	0.88'	SANITARY OVER STORM

UTILITY CROSSING INFORMATION (XX)

1. MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN WATERMAIN AND STORM/SANITARY SEWERS.
2. DEPTHS OF EXISTING WM ARE ASSUMED AND MUST BE FIELD VERIFIED PRIOR TO START OF CONSTRUCTION.
3. WHEN THE WM CROSSES BELOW A SEWER, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS THAT COMPLY WITH 35 IAC 653.119 OR ELSE EITHER PIPE MUST BE INSTALLED IN A CASING. THE PROTECTION MUST EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WM TO THE SEWER IS AT LEAST 10 FEET. IN ADDITION, THE WM MUST BE LOCATED AT LEAST 18 INCHES BELOW THE SEWER. THIS 18 INCHES IS A STRUCTURAL PROTECTION TO PREVENT THE SEWER FROM SETTLING AND BREAKING THE WM.
4. WHEN THE WM CROSSES ABOVE A SEWER AND IT IS NOT 18 INCHES ABOVE THE CROWN OF THE SEWER WHERE THE PIPE CROSSES, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS (COMPLIANCE SAME AS ABOVE) OR A CASING PIPE CAN BE INSTALLED AROUND THE WM OR THE SEWER. THE CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS WM AND MAY BE STEEL OR PVC C-900. CONCRETE IS NOT AN ACCEPTABLE ENCASEMENT.
5. WHEN THE ENCASEMENT OPTION IS USED, IT SHALL BE ONE CONTINUAL SECTION (NO JOINTS).

NOTES:

1. SEE SHEET #14-16 AND 17-26 FOR UTILITY SERVICE LOCATIONS.
2. ALL PIPE LENGTHS ARE APPROXIMATE. THOSE WHICH INCLUDE A FLARED END SECTION ARE TO THE END OF THE SECTION.
3. UNDERGROUND UTILITIES SHALL RECEIVE FULL DEPTH TRENCH BACKFILL WHERE INDICATED PER UNDERGROUND UTILITIES SPECIFICATIONS ON SHEET 2. = TRENCH BACKFILL
4. TRENCH BACKFILL ON SANITARY MAIN WITHIN THE PARKWAY SHALL BE BROUGHT TO FINAL GRADE MINUS 8" AS A MINIMUM.
5. ALL WATER MAIN FITTING ACCESSORIES AND BOLTS SHALL BE STAINLESS STEEL. ALL PIPE FITTINGS SHALL EMPLOY A MEGA LUG RESTRAINING SYSTEM.
6. ALL PROPOSED STREET LIGHT POLES ARE LOCATED 3' OFF BACK OF CURB UNLESS NOTED OTHERWISE ON PLANS.
7. ALL WATER SERVICES SHALL BE 1.5" TYPE K COPPER FROM MAIN TO B-BOX.
8. ALL SANITARY SERVICES SHALL BE 6" PVC SDR-26.

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION	
Project No.:	21-0011
Scale:	1" = 50'
Date:	09-30-2021
Design By:	SDS
Drawn By:	NSM
Checked By:	SDS

14 OF 34

UTILITY PLAN: NORTHEAST

UTILITY PLAN

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date: 1/12/2022 3:11:00 PM Bynewsie

UTILITY CROSSING INFORMATION

1. MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN WATERMAIN AND STORM/SANITARY SEWERS.
2. DEPTHS OF EXISTING WM ARE ASSUMED AND MUST BE FIELD VERIFIED PRIOR TO START OF CONSTRUCTION.
3. WHEN THE WM CROSSES BELOW A SEWER, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS THAT COMPLY WITH 35 IAC 653.119 OR ELSE EITHER PIPE MUST BE INSTALLED IN A CASING. THE PROTECTION MUST EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WM TO THE SEWER IS AT LEAST 10 FEET. IN ADDITION, THE WM MUST BE LOCATED AT LEAST 18 INCHES BELOW THE SEWER. THIS 18 INCHES IS A STRUCTURAL PROTECTION TO PREVENT THE SEWER FROM SETTLING AND BREAKING THE WM.
4. WHEN THE WM CROSSES ABOVE A SEWER AND IT IS NOT 18 INCHES ABOVE THE CROWN OF THE SEWER WHERE THE PIPE CROSSES, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS (COMPLIANCE SAME AS ABOVE) OR A CASING PIPE CAN BE INSTALLED AROUND THE WM OR THE SEWER. THE CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS WM AND MAY BE STEEL OR PVC C-900. CONCRETE IS NOT AN ACCEPTABLE ENCASEMENT.
5. WHEN THE ENCASEMENT OPTION IS USED, IT SHALL BE ONE CONTINUAL SECTION (NO JOINTS).

ID	BOTTOM OF PIPE	TOP OF PIPE	VERTICAL SEPARATION	CROSSING INFO.
6	680.61	680.09	0.52'	STORM OVER SANITARY
7	676.54	675.51	1.03'	SANITARY OVER STORM
8	678.65	675.86	2.79'	WATERMAIN OVER STORM
9	678.65	675.94	2.71'	WATERMAIN OVER STORM
10	679.00	677.37	1.63'	WATERMAIN OVER SANITARY
11	678.86	672.07	6.79'	STORM OVER SANITARY
17	684.60	681.01	3.59'	WATERMAIN OVER STORM
18	681.92	680.86	1.06'	SANITARY OVER STORM

NOTES:

1. SEE SHEET #14–16 AND 17–26 FOR UTILITY SERVICE LOCATIONS.
2. ALL PIPE LENGTHS ARE APPROXIMATE. THOSE WHICH INCLUDE A FLARED END SECTION ARE TO THE END OF THE SECTION.
3. UNDERGROUND UTILITIES SHALL RECEIVE FULL DEPTH TRENCH BACKFILL WHERE INDICATED PER UNDERGROUND UTILITIES SPECIFICATIONS ON SHEET 2.
   = TRENCH BACKFILL
4. TRENCH BACKFILL ON SANITARY MAIN WITHIN THE PARKWAY SHALL BE BROUGHT TO FINAL GRADE MINUS 8' AS A MINIMUM.
5. ALL WATER MAIN FITTING ACCESSORIES AND BOLTS SHALL BE STAINLESS STEEL. ALL PIPE FITTINGS SHALL EMPLOY A MEGA LUG RESTRAINING SYSTEM.
6. ALL PROPOSED STREET LIGHT POLES ARE LOCATED 3' OFF BACK OF CURB UNLESS NOTED OTHERWISE ON PLANS.
7. ALL WATER SERVICES SHALL BE 1.5" TYPE K COPPER FROM MAIN TO B-BOX.
8. ALL SANITARY SERVICES SHALL BE 6" PVC SDR–26.

STORM SEWER GRATES

CATCHBASINS & MANHOLES (NOT IN CURBS) CLOSED LIDS:	NEENAH R–1550
INLETS (NON PAVED AREAS):	NEENAH R–4340–B
STRUCTURES IN BARRIER CURB & GUTTER:	NEENAH R–3281–A
STRUCTURES IN ROLLED/MOUNTABLE CURB & GUTTER:	NEENAH R–3501–P
DEPRESSED CURB & GUTTER:	EJW No.7210 W/TYPE M3 GRATE

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

FOR CONTINUATION SEE SHEET #13

FOR CONTINUATION SEE SHEET #14

FOR CONTINUATION SEE SHEET #16

SANITARY STRUCTURES (#)

9 48" M.H., C.L. RIM 685.70 INV 676.20 (SW, 8") INV 674.70 (NE & SE, 8")
10 48" M.H., C.L. RIM 688.90 INV 679.40
19 48" M.H., C.L. RIM 693.00 INV 683.43
20 48" M.H., C.L. RIM 696.80 INV 687.27
21 48" M.H., C.L. RIM 700.20 INV 690.70

WATER VALVE VAULTS (XX)

2 8" VALVE IN BOX RIM 681.20
3 8" VALVE IN BOX RIM 685.90

FIRE HYDRANTS (XX)

3 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 686.45
12 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 705.75
4 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 685.60
13 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 692.45
5 FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 689.30

STORM SEWER STRUCTURES (XX)

A75 24" DIA. INLET RIM 669.50 INV 666.50 (SW, 12")
A74 24" DIA. INLET RIM 688.74 (FL) INV 685.54 (SW, 12")
A73 24" DIA. INLET RIM 688.74 (FL) INV 685.00 (SW, 12")
A72 48" DIA. MANHOLE, O.L. RIM 688.71 (FL) INV 685.21 (NW, 15") INV 685.46 (NE, 12")
A71 48" DIA. CATCHBASIN, O.L. RIM 688.71 (FL) INV 684.92 (NE, 12") INV 684.67 (SE, 15") INV 681.17 (W, 15")
A46 60" DIA. MANHOLE, O.L. RIM 681.50 INV 678.51 (E, 15") INV 675.15 (S, 30") INV 672.35 (NW, 36")
A45 60" DIA. MANHOLE, O.L. RIM 679.40 INV 671.86 (NE&SE, 36")
A44 60" DIA. MANHOLE, O.L. RIM 679.50 INV 670.91 (SW&NE, 36")
A39 24" DIA. INLET RIM 698.39 (FL) INV 695.39 (W, 12")
A39A 48" DIA. MANHOLE, O.L. RIM 699.05 (FL) INV 695.47 (NW, 12")
A38 48" DIA. CATCHBASIN, O.L. RIM 698.59 (FL) INV 695.12 (E&NW, 12")
A38A 24" DIA. INLET RIM 699.05 (FL) INV 695.20 (NW, 12")
A32 48" DIA. MANHOLE, O.L. RIM 704.00 INV 700.72 (S, 12") INV 700.47 (N, 15")
A31 48" DIA. MANHOLE, O.L. RIM 700.10 INV 698.62 (S, 15") INV 693.95 (N, 18")
A30 48" DIA. MANHOLE, O.L. RIM 695.70 INV 692.37 (S, 18") INV 691.37 (NW, 18")
A29 48" DIA. MANHOLE, O.L. RIM 692.50 INV 689.11 (SE, 18") INV 682.74 (N, 24")
A28 24" FES W/GRATE INV 682.00
A27 24" FES W/GRATE INV 682.00
A26 60" DIA. MANHOLE, O.L. RIM 684.30 INV 680.40 (SE, 24") INV 679.16 (NE, 4") INV 679.04 (SW, 30")
A23 48" DIA. MANHOLE, O.L. RIM 698.30 INV 695.29 (S&E, 12") INV 689.89 (NW, 12")
A12 60" DIA. MANHOLE, O.L. RIM 689.70 INV 683.60 (SW, 24") INV 683.10 (NE, 30")
A11 60" DIA. MANHOLE, O.L. RIM 688.30 INV 685.29 (S, 12") INV 682.14 (SW, 30") INV 681.64 (NE, 36")
A10 60" DIA. MANHOLE, O.L. RIM 687.30 INV 681.12 (SW, 36") INV 677.80 (NE, 36")
A9 60" DIA. MANHOLE, O.L. RIM 690.73 (FL) INV 677.64 (SW&NE, 36")
A8 78" DIA. MANHOLE, O.L. RIM 690.73 (FL) INV 687.80 (SE, 12") INV 677.52 (SW, 36") INV 678.02 (NE, 30") INV 677.02 (NW, 42")
A7 84" DIA. MANHOLE, O.L. RIM 685.13 (FL) INV 676.34 (SE&SW, 42")
A6 66" DIA. MANHOLE, O.L. RIM 685.13 (FL) INV 676.10 (NE, 42") INV 672.13 (SW, 42")
A5 66" DIA. MANHOLE, O.L. RIM 685.18 (FL) INV 671.87 (NE&W, 42")
A4 72" DIA. MANHOLE, O.L. RIM 685.18 (FL) INV 671.64 (E, 42") INV 671.14 (W, 48")
A3 72" DIA. MANHOLE, O.L. RIM 679.00 INV 670.31 (E, 48") INV 669.97 (SW, 36") INV 665.52 (NE, 12") INV 661.91 (NW, 48")
A2 72" DIA. MANHOLE, O.L. RIM 670.50 INV 661.61 (SE, 48") INV 657.63 (W, 48")
A1 48" FES W/GRATE INV 657.00
B10 24" DIA. INLET RIM 671.98 (FL) INV 668.02 (W, 12")
B9 48" DIA. MANHOLE, O.L. RIM 671.99 (FL) INV 668.48 (E, 12") INV 667.98 (N, 18")
B8 48" DIA. CATCHBASIN, O.L. RIM 671.99 (FL) INV 667.94 (E, 12") INV 667.44 (S&N, 18")
B7 24" DIA INLET RIM 663.56 (FL) INV 660.48 (W, 12")
B6 24" DIA. INLET RIM 663.28 (FL) INV 660.86 (W, 12")
B5 48" DIA. MANHOLE, O.L. RIM 663.37 (FL) INV 660.78 (E, 12") INV 660.53 (NW, 15")
B4 48" DIA. MANHOLE, O.L. RIM 663.80 (FL) INV 660.40 (E, 12") INV 660.15 (N&SE, 15")
B3 48" DIA. CATCHBASIN, O.L. RIM 669.88 (FL) INV 666.34 (S, 12") INV 658.84 (E, 15") INV 658.59 (W, 18")
B2 60" DIA. MANHOLE, C.L. RIM 671.30 INV 667.44 (SW, 12") INV 666.96 (S, 18") INV 656.65 (NW&E, 18")
B1 18" FES W/GRATE INV 655.15
C6 24" DIA. INLET RIM 682.80 (FL) INV 679.80 (SW, 12")
C5 48" DIA. CATCHBASIN, O.L. RIM 683.36 (FL) INV 679.51 (NW, 12")
C4 24" DIA. INLET RIM 677.80 INV 674.80 (NE, 12")
C3 24" DIA. INLET RIM 677.50 INV 673.10 (SW&NE, 12")
C2 48" DIA. MANHOLE, O.L. RIM 677.40 INV 672.41 (SW&SE, 12") INV 660.85 (N, 12")
C1 12" FES INV 655.00
D3 12" FES INV 657.00
D2A 48" DIA. MANHOLE, C.L. RIM 665.20 INV 653.50 (N, 12") INV 650.45 (SW, 12") INV 654.10 (E, 4")
D2 60" DIA. CATCHBASIN RESTRICTOR STRUCTURE RIM 665.00 INV 654.44 (N, 12") INV 653.90 (S, 12") (SEE DETAIL)
D1 12" FES INV 645.00

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920–9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

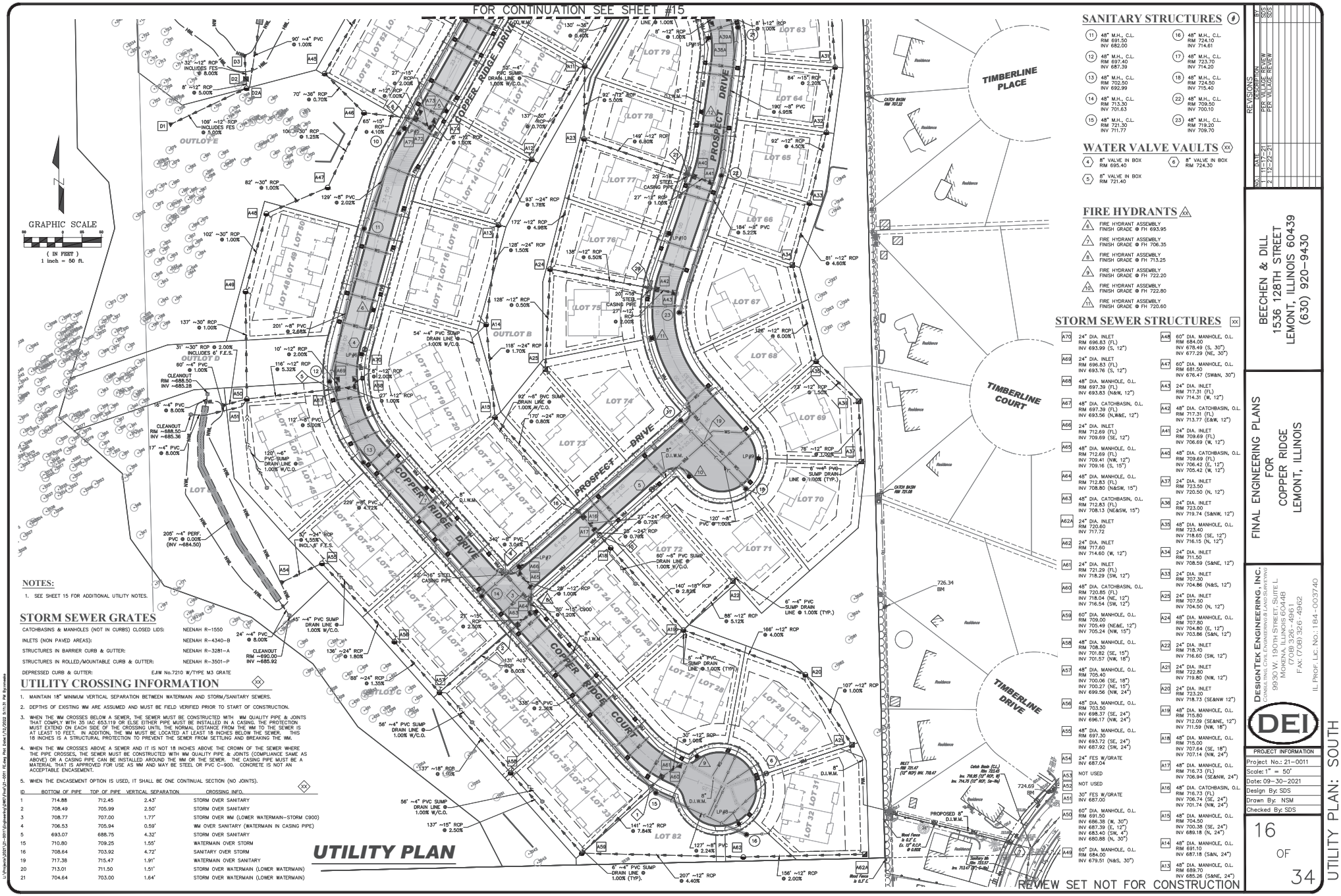
PROJECT INFORMATION
Project No.: 21–0011
Scale: 1" = 50'
Date: 09–30–2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

15 OF 34

UTILITY PLAN: NORTHWEST

UTILITY PLAN

REVIEW SET NOT FOR CONSTRUCTION



NOTES:

1. SEE SHEET 15 FOR ADDITIONAL UTILITY NOTES.

STORM SEWER GRATES

CATCHBASINS & MANHOLES (NOT IN CURBS) CLOSED LIDS:	NEENAH R-1550
INLETS (NON PAVED AREAS):	NEENAH R-4340-B
STRUCTURES IN BARRIER CURB & GUTTER:	NEENAH R-3281-A
STRUCTURES IN ROLLED/MOUNTABLE CURB & GUTTER:	NEENAH R-3501-P
DEPRESSED CURB & GUTTER:	EJIW No.7210 W/TYPE M3 GRATE

UTILITY CROSSING INFORMATION

1. MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN WATERMAIN AND STORM/SANITARY SEWERS.
2. DEPTHS OF EXISTING WM ARE ASSUMED AND MUST BE FIELD VERIFIED PRIOR TO START OF CONSTRUCTION.
3. WHEN THE WM CROSSES BELOW A SEWER, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS THAT COMPLY WITH 35 IAC 653.119 OR ELSE EITHER PIPE MUST BE INSTALLED IN A CASING. THE PROTECTION MUST EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WM TO THE SEWER IS AT LEAST 10 FEET. IN ADDITION, THE WM MUST BE LOCATED AT LEAST 18 INCHES BELOW THE SEWER. THIS 18 INCHES IS A STRUCTURAL PROTECTION TO PREVENT THE SEWER FROM SETTLING AND BREAKING THE WM.
4. WHEN THE WM CROSSES ABOVE A SEWER AND IT IS NOT 18 INCHES ABOVE THE CROWN OF THE SEWER WHERE THE PIPE CROSSES, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS (COMPLIANCE SAME AS ABOVE) OR A CASING PIPE CAN BE INSTALLED AROUND THE WM OR THE SEWER. THE CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS WM AND MAY BE STEEL OR PVC C-900. CONCRETE IS NOT AN ACCEPTABLE ENCASEMENT.
5. WHEN THE ENCASEMENT OPTION IS USED, IT SHALL BE ONE CONTINUAL SECTION (NO JOINTS).

ID	BOTTOM OF PIPE	TOP OF PIPE	VERTICAL SEPARATION	CROSSING INFO.
1	714.88	712.45	2.43'	STORM OVER SANITARY
2	708.49	705.99	2.50'	STORM OVER SANITARY
3	708.77	707.00	1.77'	STORM OVER WM (LOWER WATERMAIN-STORM C900)
4	706.53	705.94	0.59'	WM OVER SANITARY (WATERMAIN IN CASING PIPE)
5	693.07	688.75	4.32'	STORM OVER SANITARY
15	710.80	709.25	1.55'	WATERMAIN OVER STORM
16	708.64	703.92	4.72'	SANITARY OVER STORM
19	717.38	715.47	1.91'	WATERMAIN OVER SANITARY
20	713.01	711.50	1.51'	STORM OVER WATERMAIN (LOWER WATERMAIN)
21	704.64	703.00	1.64'	STORM OVER WATERMAIN (LOWER WATERMAIN)

SANITARY STRUCTURES

11	48" M.H., C.L. RIM 691.50 INV 682.00	16	48" M.H., C.L. RIM 724.10 INV 714.61
12	48" M.H., C.L. RIM 697.40 INV 687.39	17	48" M.H., C.L. RIM 723.70 INV 714.20
13	48" M.H., C.L. RIM 702.50 INV 692.99	18	48" M.H., C.L. RIM 724.50 INV 715.40
14	48" M.H., C.L. RIM 713.30 INV 701.63	22	48" M.H., C.L. RIM 709.50 INV 700.10
15	48" M.H., C.L. RIM 721.30 INV 711.77	23	48" M.H., C.L. RIM 719.20 INV 709.70

WATER VALVE VAULTS

4	8" VALVE IN BOX RIM 695.40	6	8" VALVE IN BOX RIM 724.30
5	8" VALVE IN BOX RIM 721.40		

FIRE HYDRANTS

6	FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 693.95
7	FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 706.35
8	FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 713.25
9	FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 722.20
10	FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 722.80
11	FIRE HYDRANT ASSEMBLY FINISH GRADE @ FH 720.60

STORM SEWER STRUCTURES

A70	24" DIA. INLET RIM 696.83 (FL) INV 693.99 (S, 12")	A48	60" DIA. MANHOLE, O.L. RIM 684.00 INV 678.49 (S, 30") INV 677.29 (NE, 30")
A69	24" DIA. INLET RIM 696.83 (FL) INV 693.76 (S, 12")	A47	60" DIA. MANHOLE, O.L. RIM 681.50 INV 676.47 (SW&N, 30")
A68	48" DIA. MANHOLE, O.L. RIM 697.39 (FL) INV 693.83 (N&W, 12")	A43	24" DIA. INLET RIM 717.31 (FL) INV 714.31 (W, 12")
A67	48" DIA. CATCHBASIN, O.L. RIM 697.39 (FL) INV 693.56 (N,W&E, 12")	A42	48" DIA. CATCHBASIN, O.L. RIM 717.31 (FL) INV 713.77 (E&W, 12")
A66	24" DIA. INLET RIM 712.69 (FL) INV 709.69 (SE, 12")	A41	24" DIA. INLET RIM 709.69 (FL) INV 706.69 (W, 12")
A65	48" DIA. MANHOLE, O.L. RIM 712.69 (FL) INV 709.41 (NW, 12") INV 709.16 (S, 15")	A40	48" DIA. CATCHBASIN, O.L. RIM 709.69 (FL) INV 706.42 (E, 12") INV 705.42 (W, 12")
A64	48" DIA. MANHOLE, O.L. RIM 712.83 (FL) INV 708.80 (N&SW, 15")	A37	24" DIA. INLET RIM 723.50 INV 720.50 (N, 12")
A63	48" DIA. CATCHBASIN, O.L. RIM 712.83 (FL) INV 708.13 (NE&SW, 15")	A36	24" DIA. INLET RIM 723.00 INV 719.74 (S&NW, 12")
A62A	24" DIA. INLET RIM 720.60 INV 717.72	A35	48" DIA. MANHOLE, O.L. RIM 723.40 INV 718.65 (SE, 12") INV 716.15 (N, 12")
A62	24" DIA. INLET RIM 717.60 INV 714.60 (W, 12")	A34	24" DIA. INLET RIM 711.50 INV 708.59 (S&NE, 12")
A61	24" DIA. INLET RIM 721.29 (FL) INV 718.29 (SW, 12")	A33	24" DIA. INLET RIM 707.30 INV 704.86 (N&S, 12")
A60	48" DIA. CATCHBASIN, O.L. RIM 720.85 (FL) INV 716.54 (SW, 12") INV 716.04 (NE, 12")	A25	24" DIA. INLET RIM 707.50 INV 704.50 (N, 12")
A59	60" DIA. MANHOLE, O.L. RIM 709.00 INV 705.49 (NE&E, 12") INV 705.24 (NW, 15")	A24	48" DIA. MANHOLE, O.L. RIM 707.80 INV 704.80 (E, 12") INV 703.86 (S&N, 12")
A58	48" DIA. MANHOLE, O.L. RIM 708.30 INV 701.82 (SE, 15") INV 701.57 (NW, 18")	A22	24" DIA. INLET RIM 718.70 INV 716.60 (SW, 12")
A57	48" DIA. MANHOLE, O.L. RIM 705.40 INV 700.06 (SE, 18") INV 700.27 (NE, 15") INV 699.56 (NW, 24")	A21	24" DIA. INLET RIM 722.80 INV 719.80 (NW, 12")
A56	48" DIA. MANHOLE, O.L. RIM 703.50 INV 698.37 (SE, 24") INV 696.17 (NW, 24")	A20	24" DIA. INLET RIM 723.20 INV 718.73 (SE&NW 12")
A55	48" DIA. MANHOLE, O.L. RIM 697.50 INV 693.72 (SE, 24") INV 687.92 (SW, 24")	A19	48" DIA. MANHOLE, O.L. RIM 715.80 INV 712.09 (SE&NE, 12") INV 711.59 (NW, 18")
A54	24" FES W/GRATE INV 687.04	A18	48" DIA. MANHOLE, O.L. RIM 715.00 INV 707.64 (SE, 18") INV 707.14 (NW, 24")
A53	NOT USED	A17	48" DIA. MANHOLE, O.L. RIM 716.73 (FL) INV 706.94 (SE&NW, 24")
A52	NOT USED	A16	48" DIA. CATCHBASIN, O.L. RIM 716.73 (FL) INV 706.74 (SE, 24") INV 701.74 (NW, 24")
A51	30" FES W/GRATE INV 687.00	A15	48" DIA. MANHOLE, O.L. RIM 704.50 INV 700.38 (SE, 24") INV 689.18 (N, 24")
A50	60" DIA. MANHOLE, O.L. RIM 691.50 INV 686.38 (W, 30") INV 687.39 (E, 12") INV 683.40 (SW, 4") INV 680.88 (N, 30")	A14	48" DIA. MANHOLE, O.L. RIM 691.10 INV 687.18 (S&N, 24")
A49	60" DIA. MANHOLE, O.L. RIM 684.00 INV 679.51 (N&S, 30")	A13	48" DIA. MANHOLE, O.L. RIM 689.70 INV 685.26 (S&NE, 24")

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

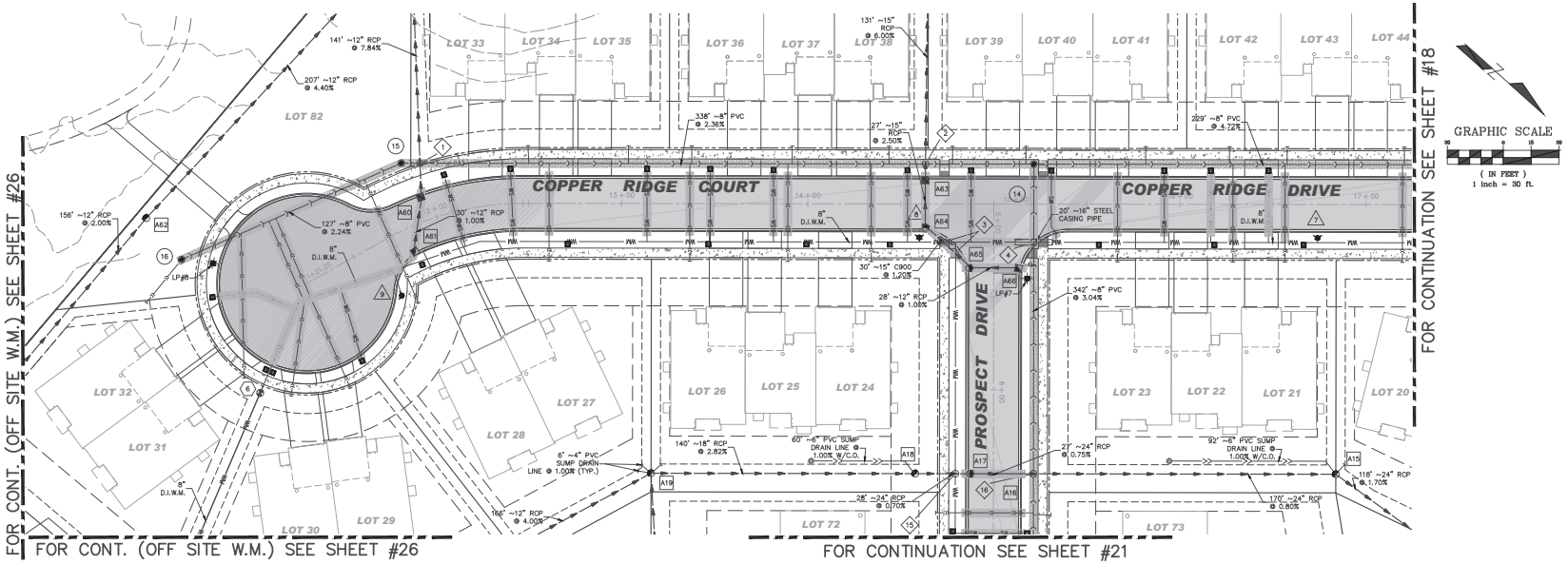
PROJECT INFORMATION

Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

16 OF 34

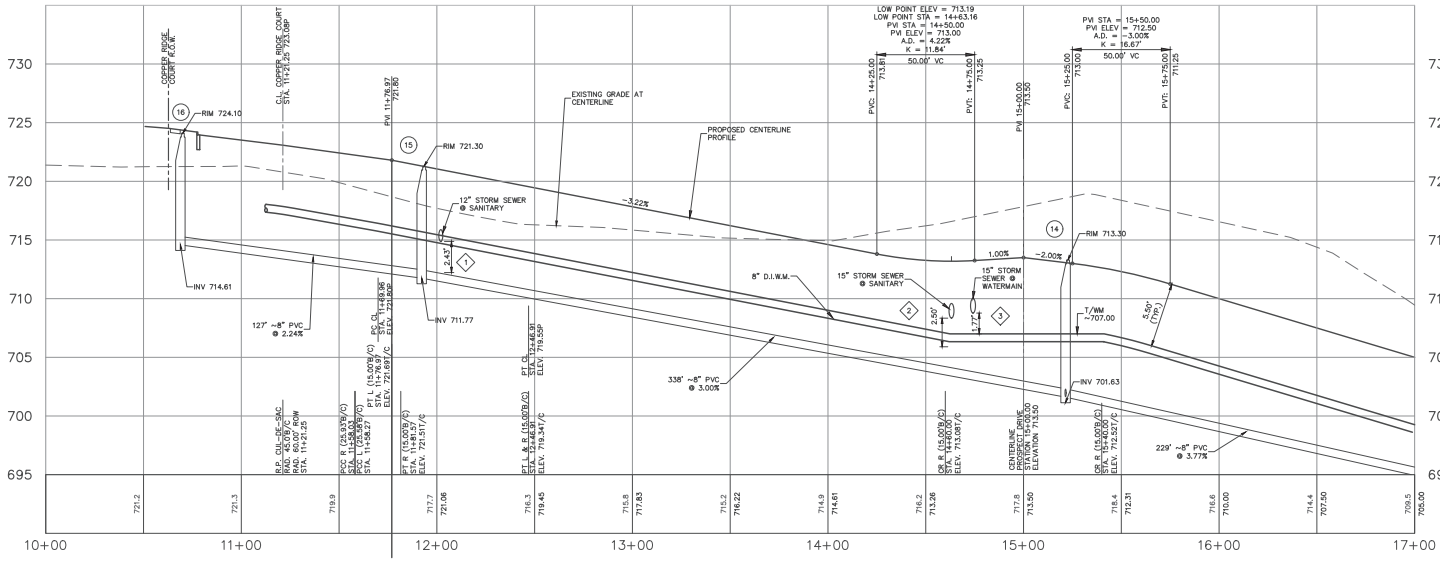
UTILITY PLAN: SOUTH

REVIEW SET NOT FOR CONSTRUCTION



COPPER RIDGE COURT & COPPER RIDGE DRIVE

STATION: 11+21.25 TO 17+00.00



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

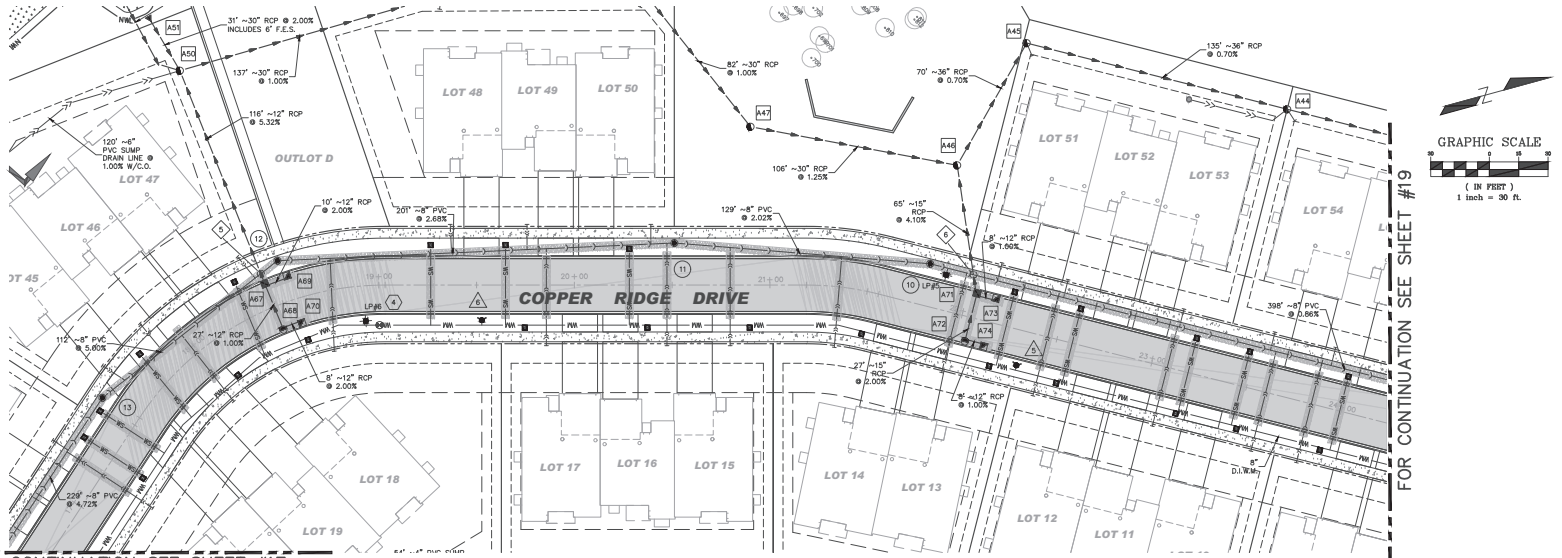
FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

17
OF
34

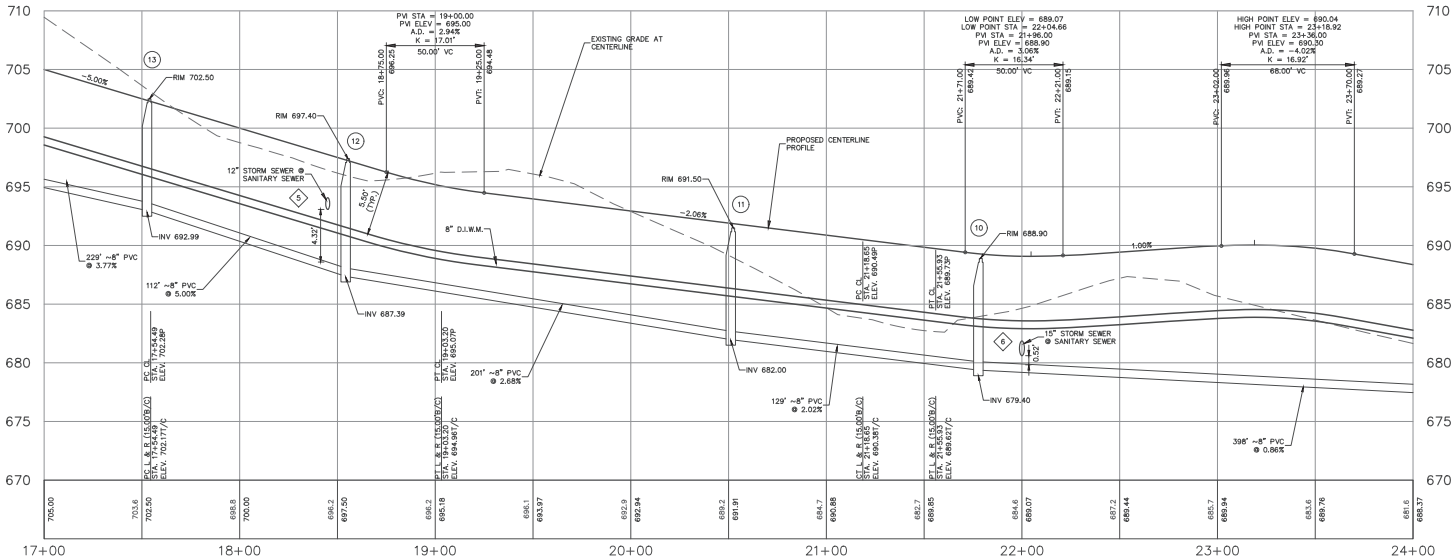
PLAN & PROFILE COPPER RIDGE COURT & COPPER RIDGE DRIVE: STA. 11+21.25 TO 17+00.00



GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

COPPER RIDGE DRIVE

STATION: 17+00.00 TO 24+00.00



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

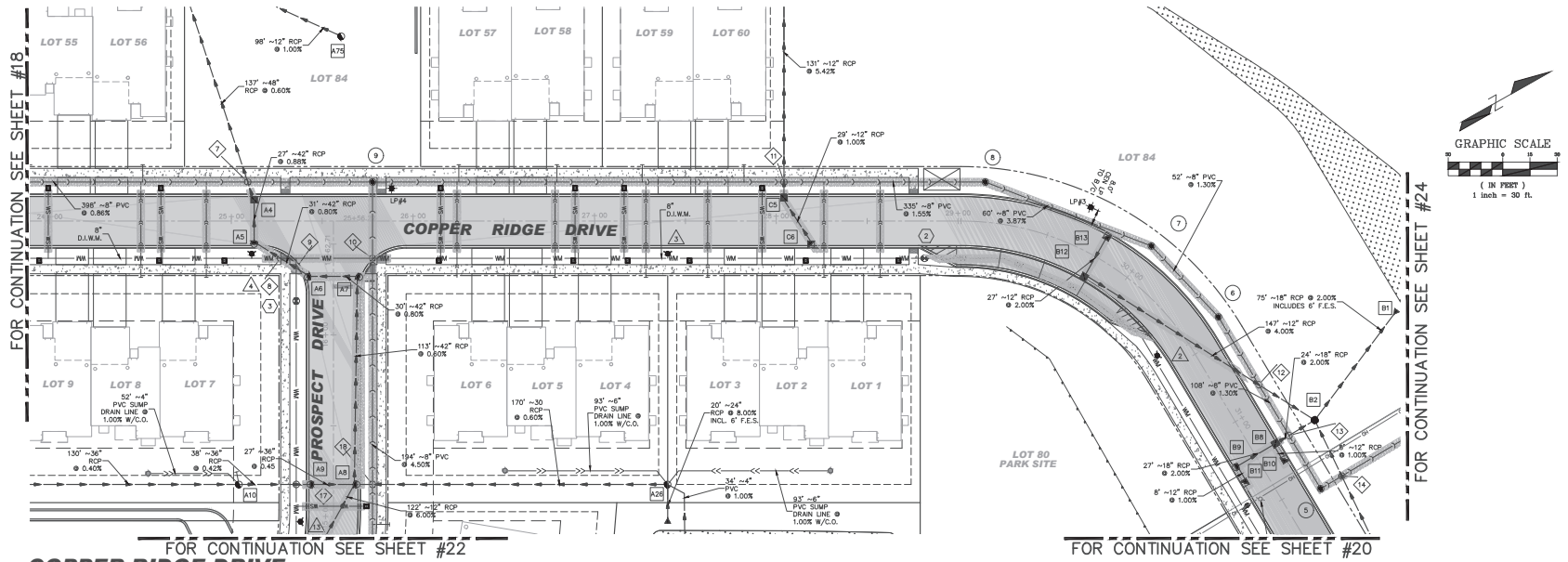
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

18
OF
34

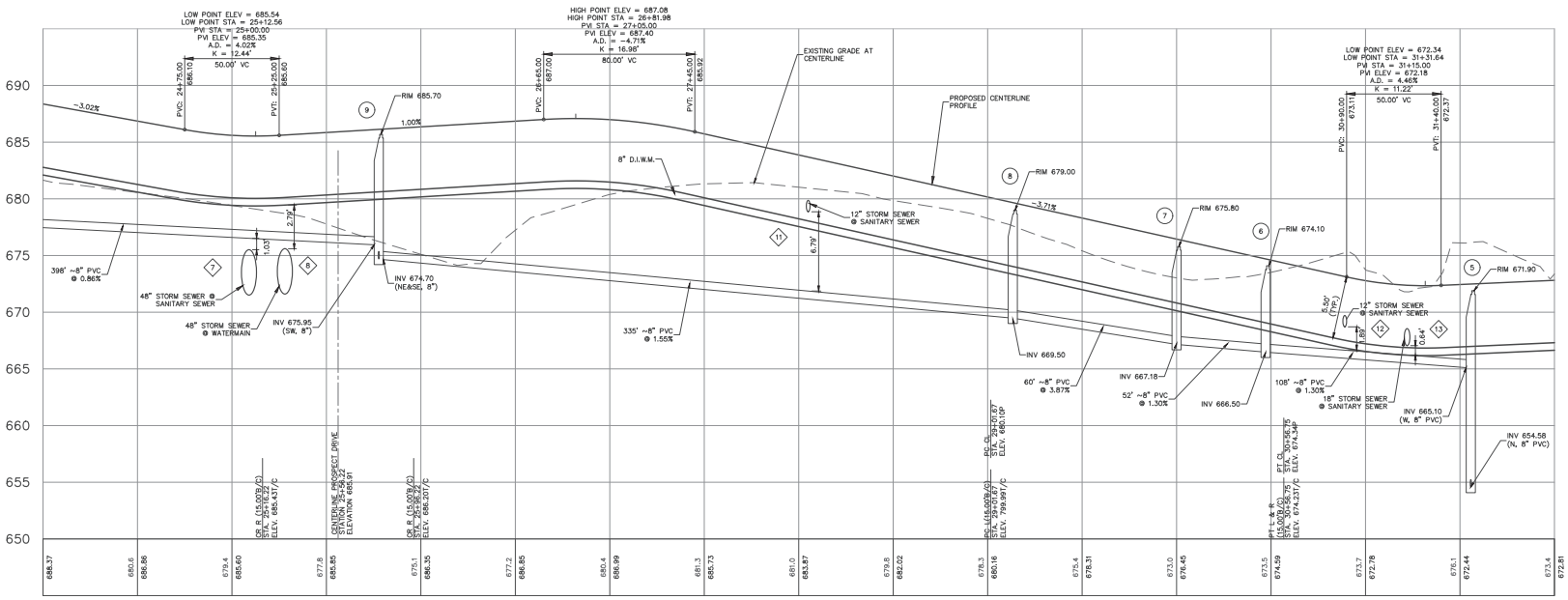
PLAN & PROFILE COPPER RIDGE DRIVE: STA. 17+00.00 TO 24+00.00

L:\Projects\2021\21-0011\Engineering\DWG\Civil\21-0011 PE.dwg Plot Date: 1/12/2022 9:19:02 PM Bymowka



COPPER RIDGE DRIVE

STATION: 24+00.00 TO 31+50.00



REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

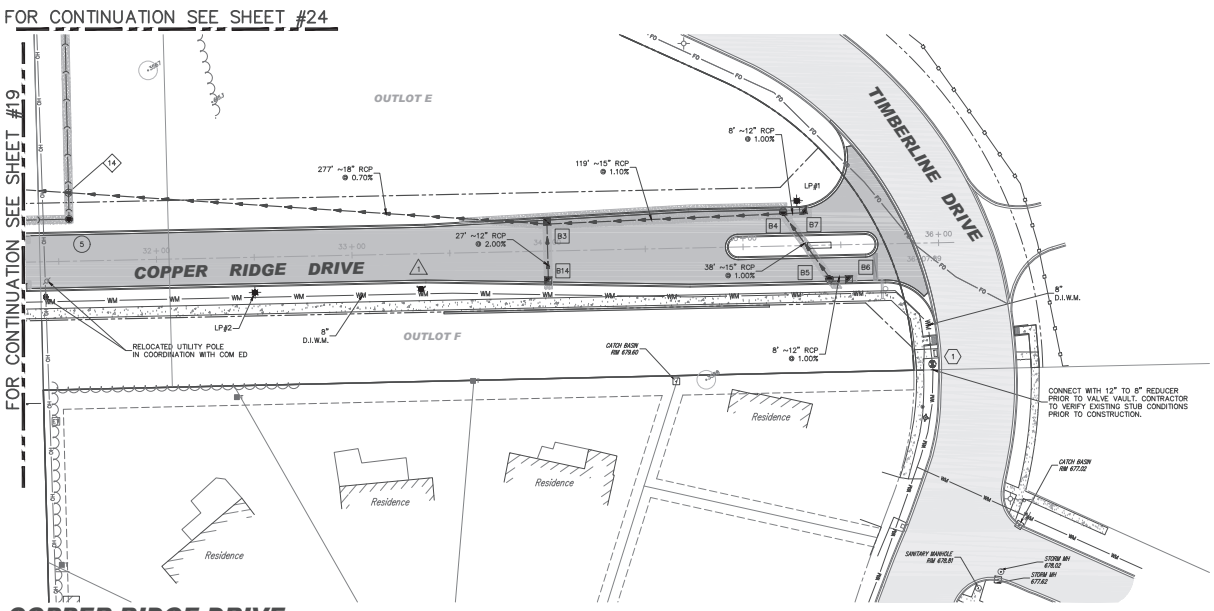
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

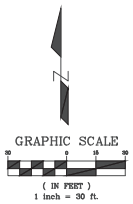
PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

19
OF
34

PLAN & PROFILE COPPER RIDGE DRIVE: STA. 24+00.00 TO 31+50.00

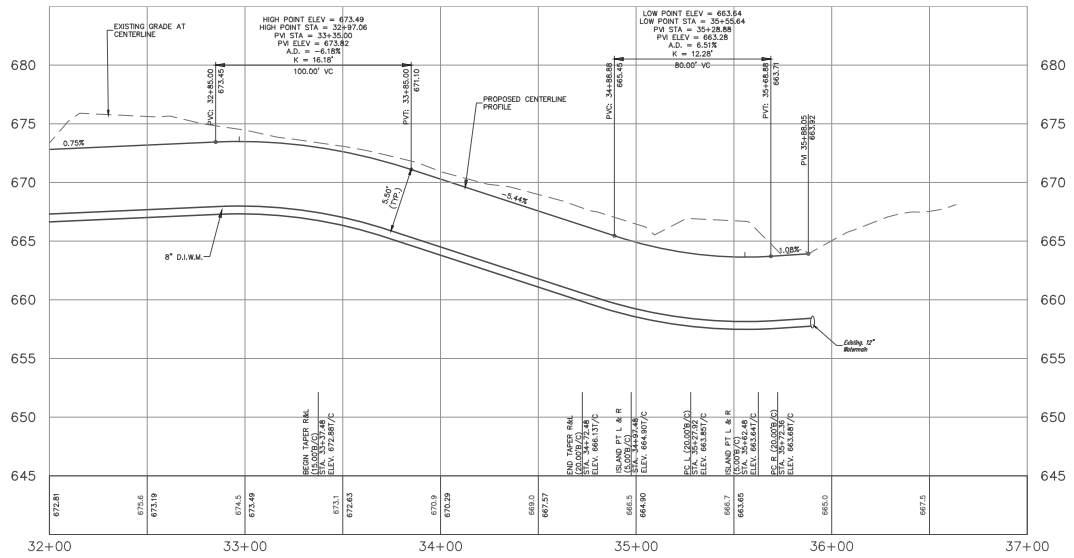
L:\Projects\2021\21-0011\Engineering\DWG\Plat\21-0011 PE.dwg Plot Date: 1/12/2022 9:19:17 PM Bykowski





COPPER RIDGE DRIVE

STATION: 31+50.00 TO 36+07.89



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

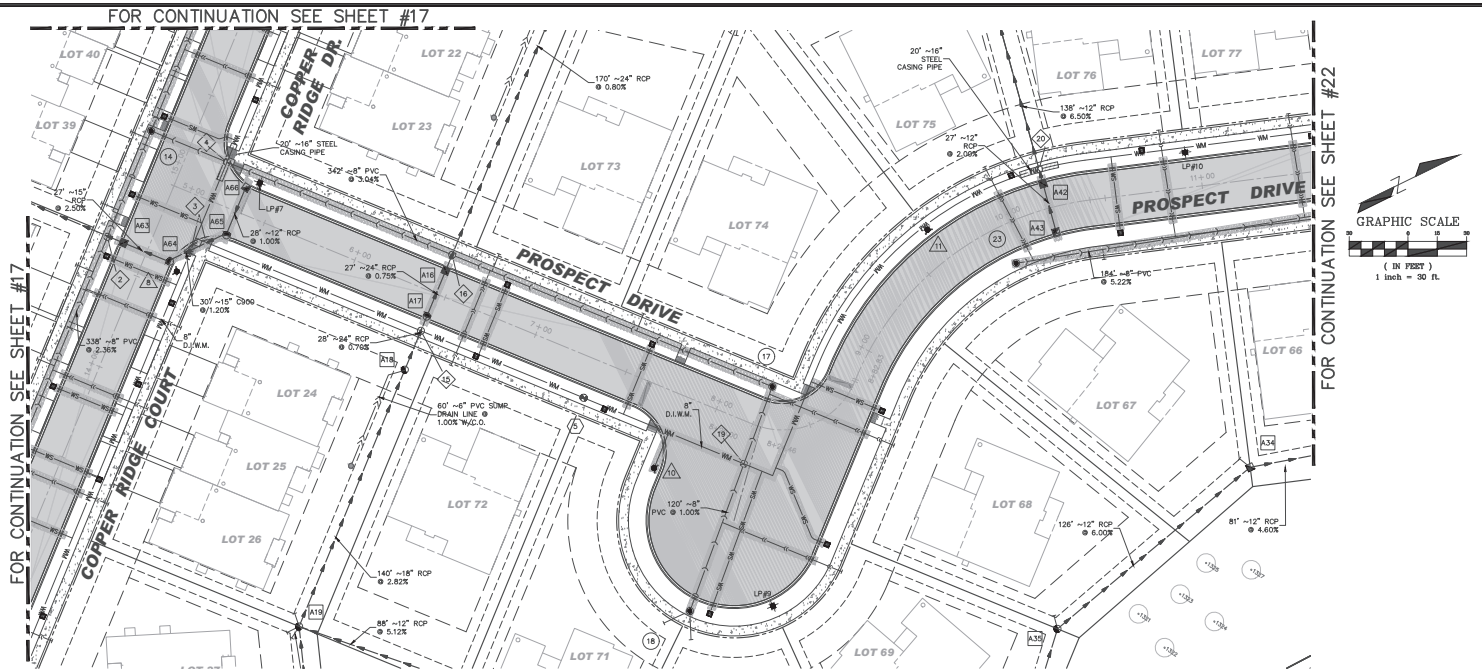
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

20
OF
34

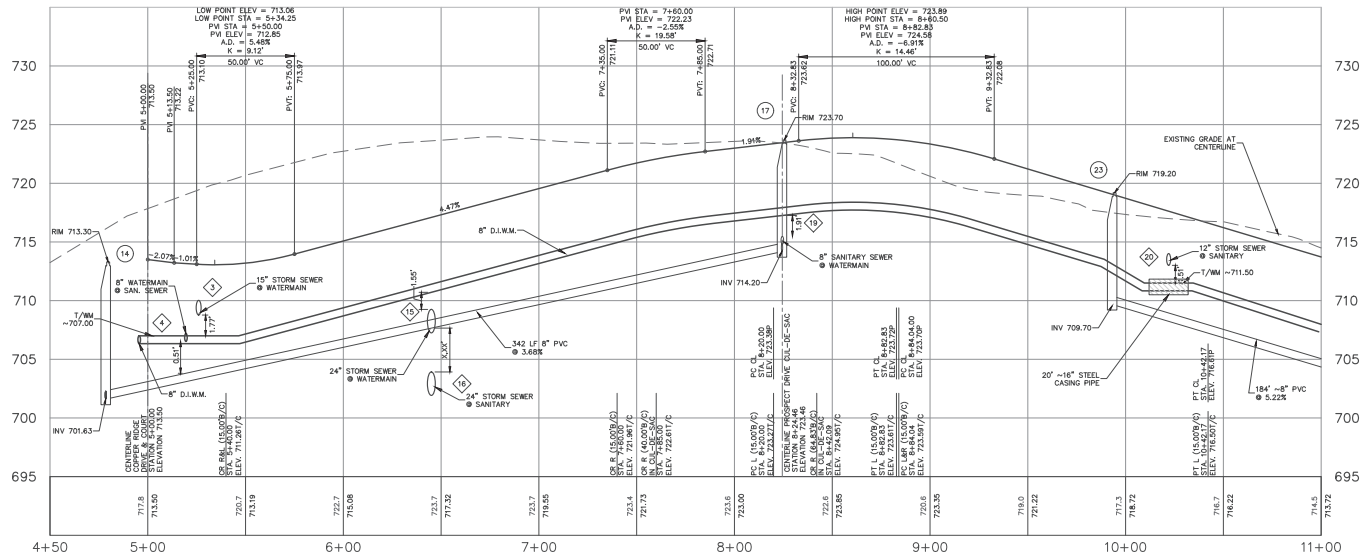
PLAN & PROFILE COPPER RIDGE DRIVE: STA. 31+50.00 TO 36+07.89

L:\Projects\2021\21-0011\Engineering\DWG\Civil\21-0011 PE.dwg Plot Date: 12/22/2021 9:10:31 PM Bysewske



PROSPECT DRIVE

STATION: 5+00.00 TO 11+00.00



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

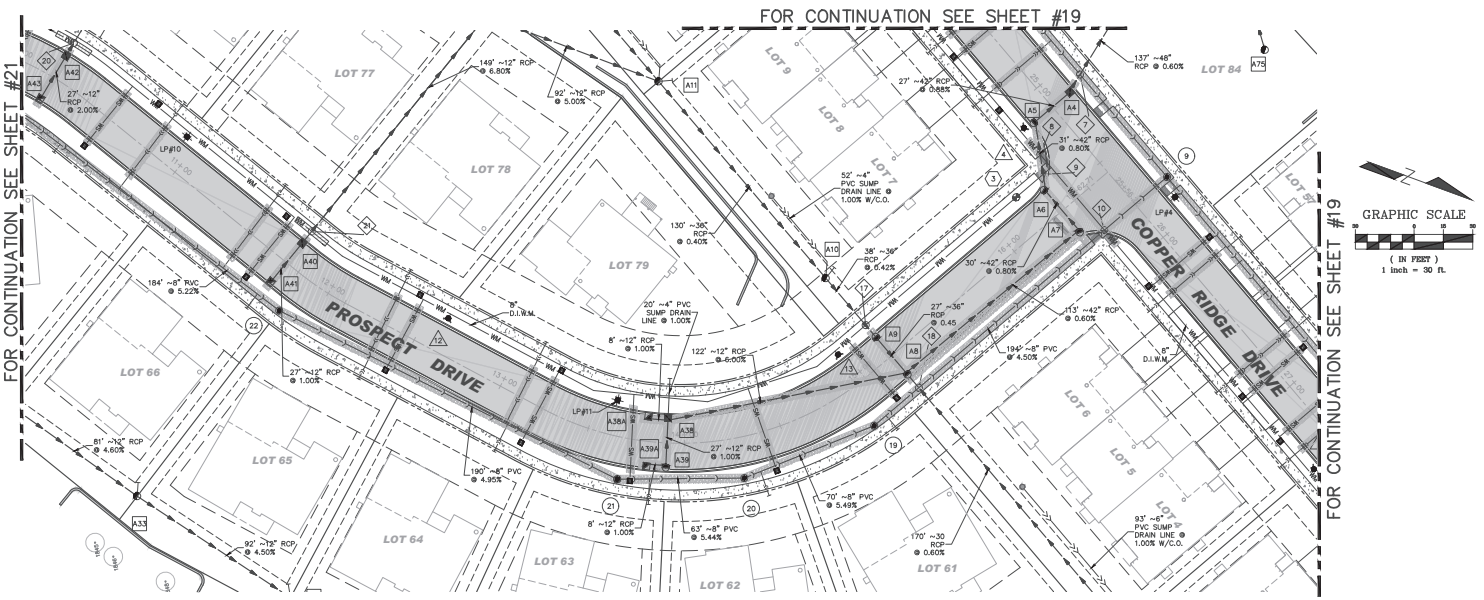
FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

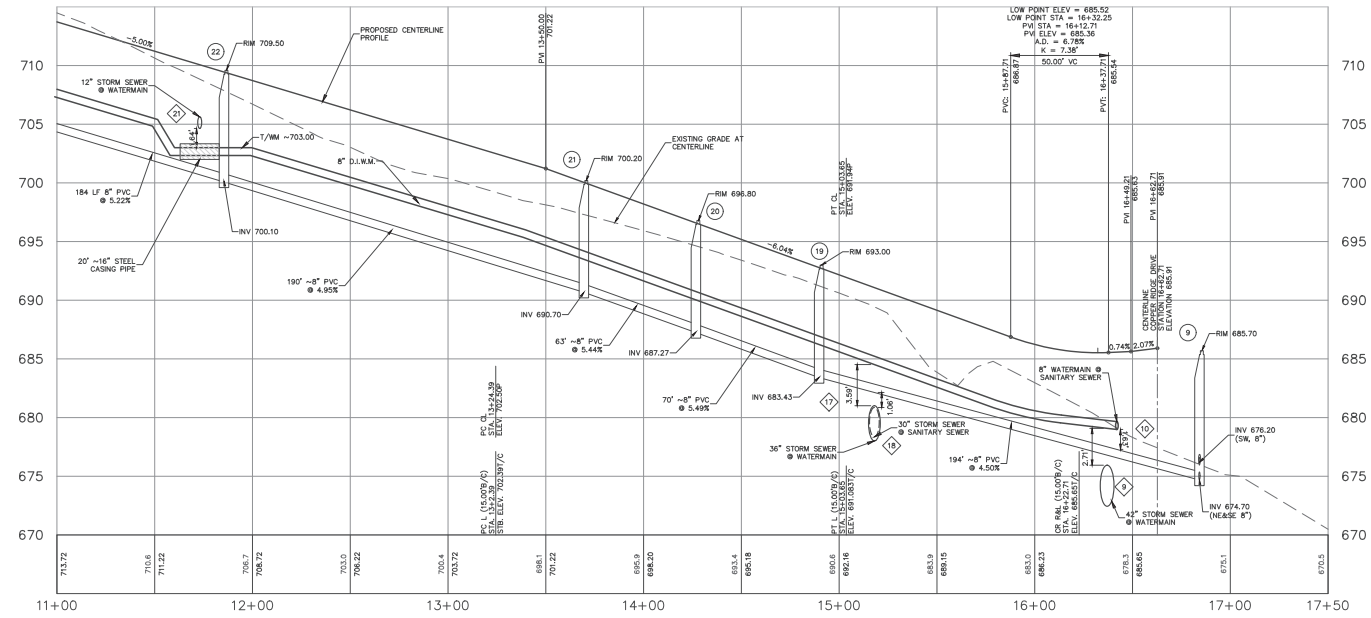
21
OF
34

PLAN & PROFILE PROSPECT DRIVE: STA. 5+00.00 TO 11+00.00



PROSPECT DRIVE

STATION: 11+00.00 TO 16+62.71



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS DESCRIPTION	BY
1	11-12-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

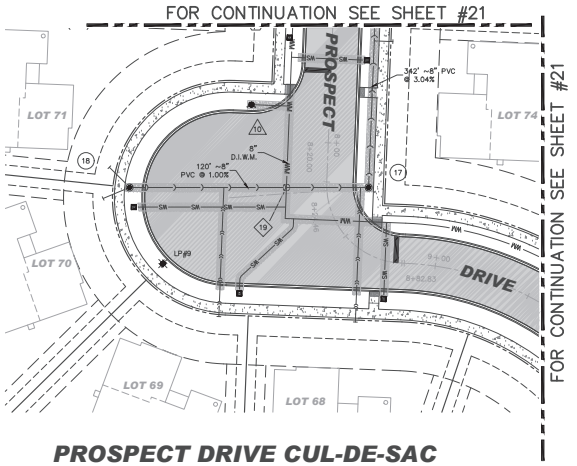
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

22
OF
34

PLAN & PROFILE: PROSPECT DRIVE: STA. 11+00.00 TO 16+62.71

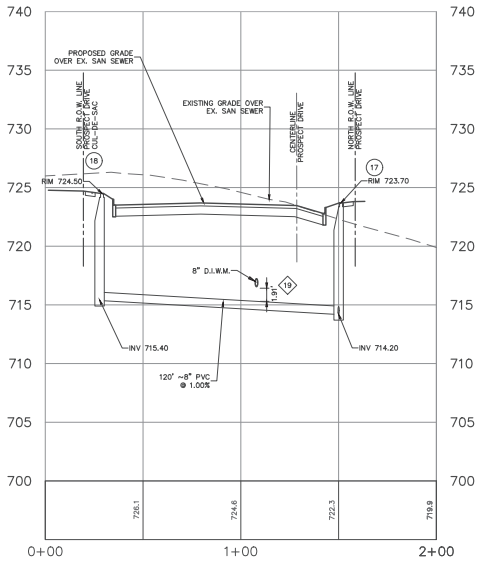
L:\Projects\2021\21-0011\Engineering\DWG\Civil\21-0011 FE.dwg Plot Date: 1/12/2022 9:13:06 PM Bjornsdo



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

PROSPECT DRIVE CUL-DE-SAC



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

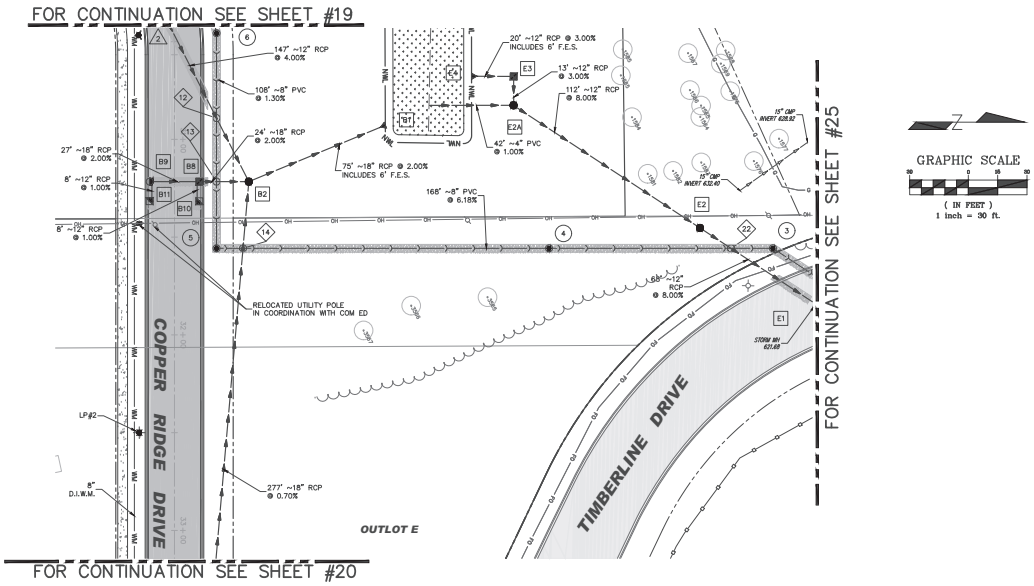
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

23
OF
34

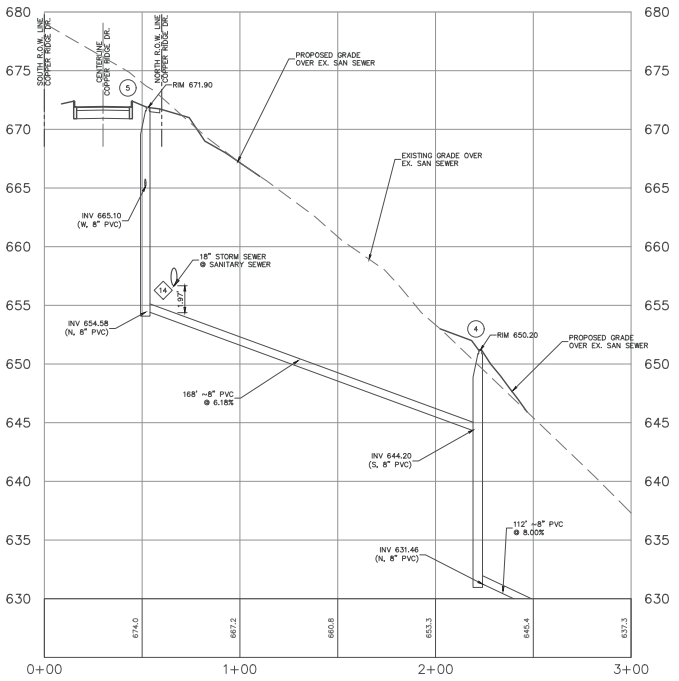
PLAN & PROFILE: PROSPECT DRIVE CUL-DE-SAC

L:\Projects\2021\21-0011\Engineering\DWG\Civil\21-0011 PE.dwg Plot Date: 1/12/2022 9:13:15 PM Bykowski



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

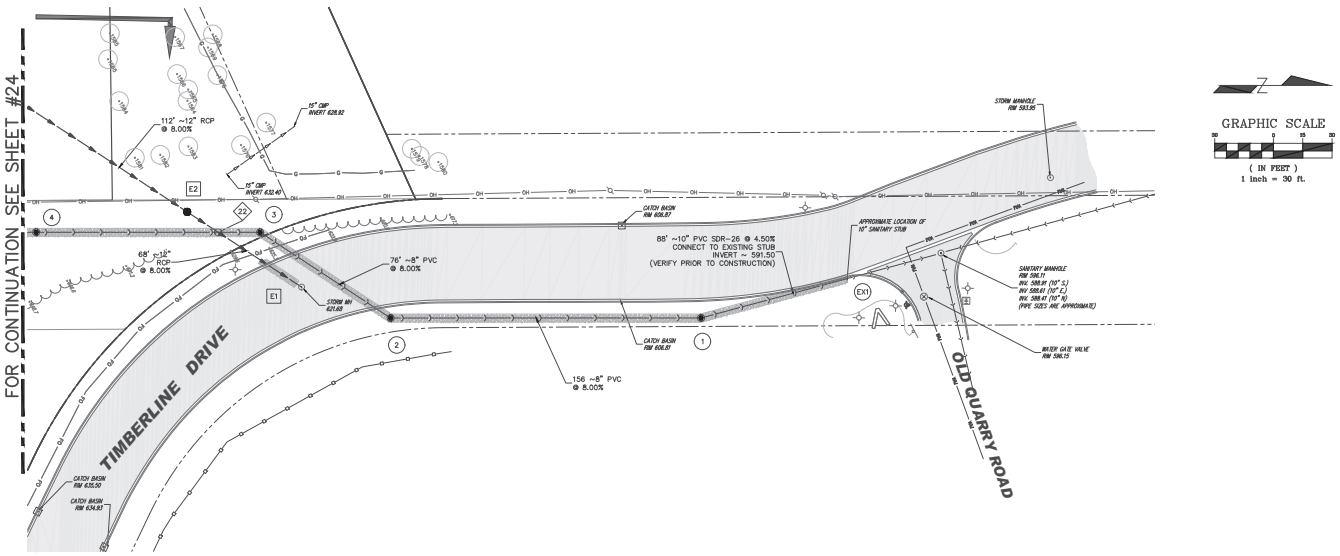
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

24
OF
34

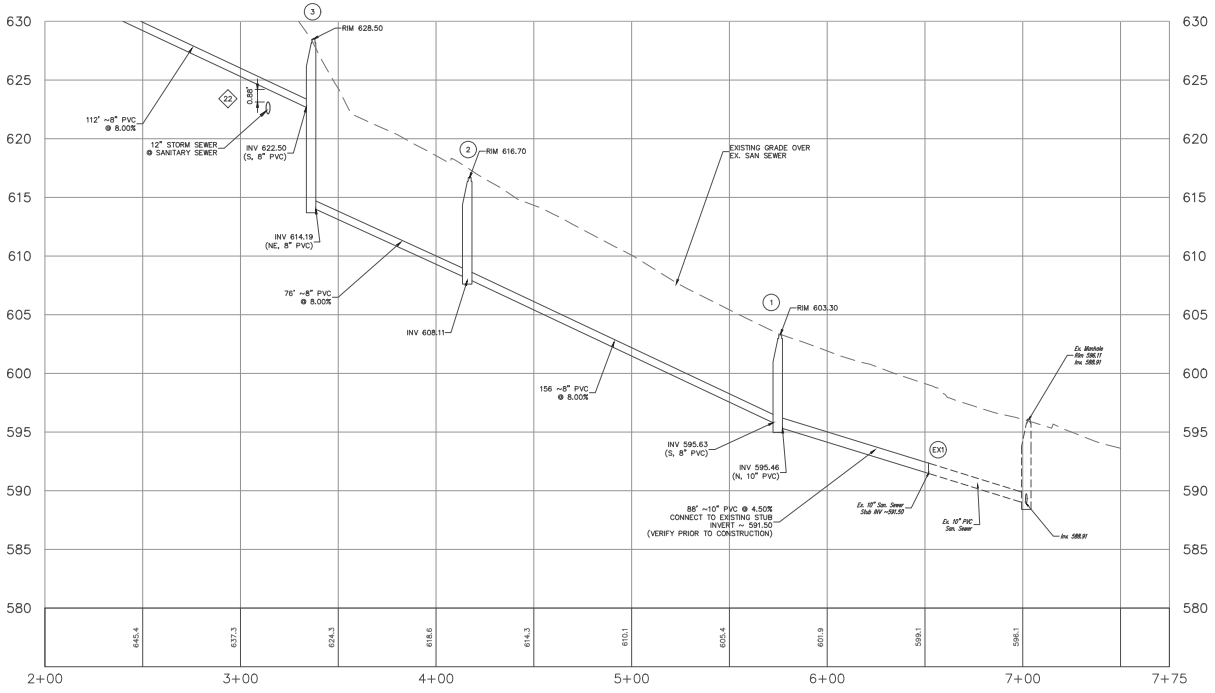
PLAN & PROFILE: OFF ROAD SANITARY SEWER

L:\Projects\2021\21-0011\Engineering\GRAD\Civil\21-0011 FE.dwg Plot Date: 1/12/2022 3:13:28 PM Bynewske



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

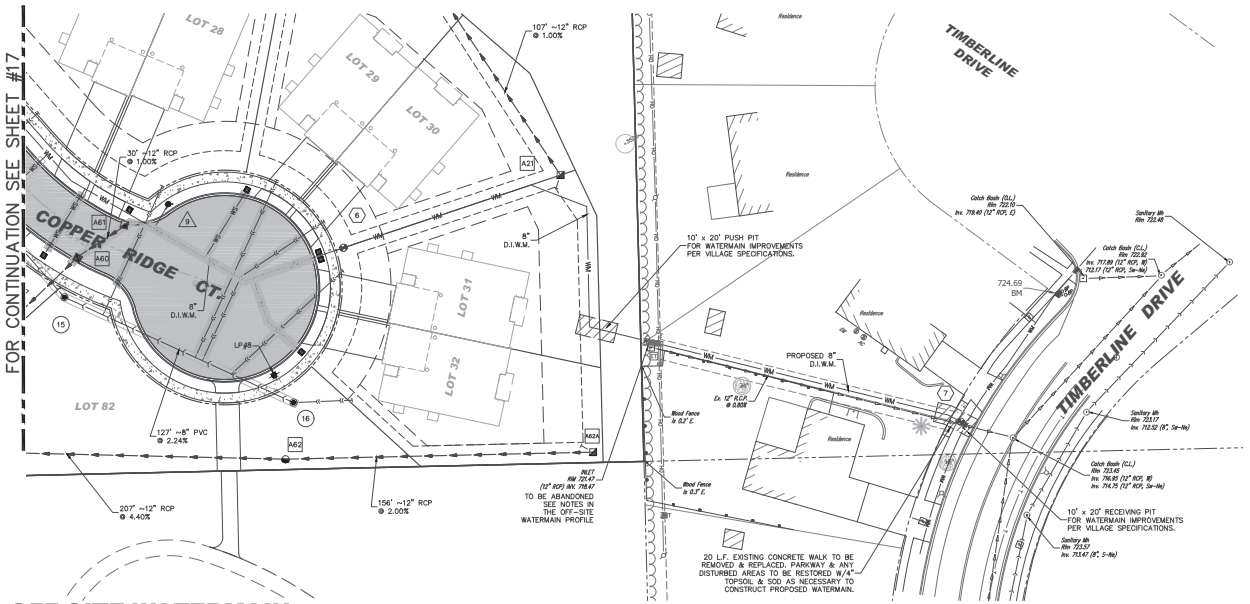
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

25
OF
34

PLAN & PROFILE: OFF ROAD SANITARY SEWER

L:\Projects\2021\21-0011\Engineering\GMP\Final\21-0011 FE.dwg Plot Date: 1/12/2022 3:13:42 PM Bytowske

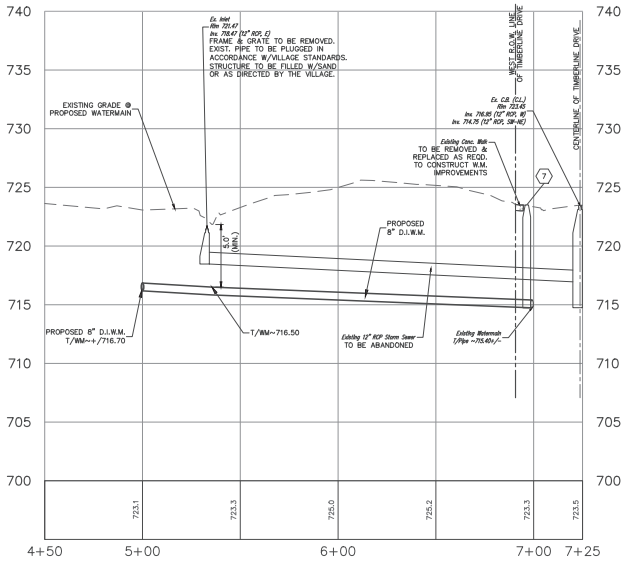


OFF-SITE WATERMAIN

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

WATER VALVE VAULTS (XX)

(7) 8" PRESSURE CONNECTION TO EXISTING WATERMAIN (SIZE TO BE VERIFIED) RIM 730.60(ME)



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

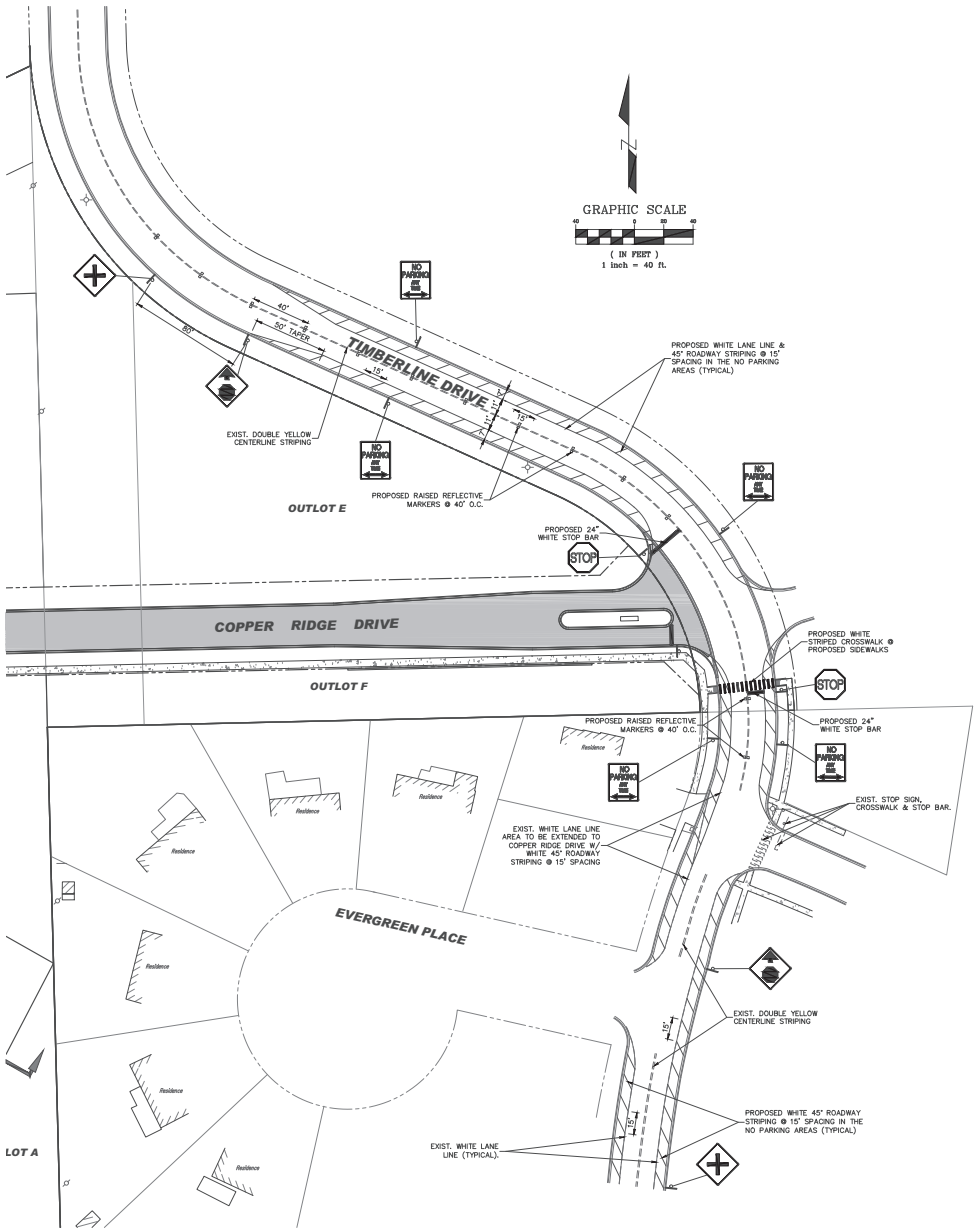
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 11-17-21
Design By: SDS
Drawn By: NSM
Checked By: SDS

26 OF 34

PLAN & PROFILE OFF SITE WATERMAIN

L:\Projects\2021\21-0011\Engineering\DWG\Civil\21-0011 FE.dwg Plot Date: 1/12/2022, 9:13:55 PM, Bjmowles



TIMBERLINE DRIVE STRIPING & SIGNAGE PLAN

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

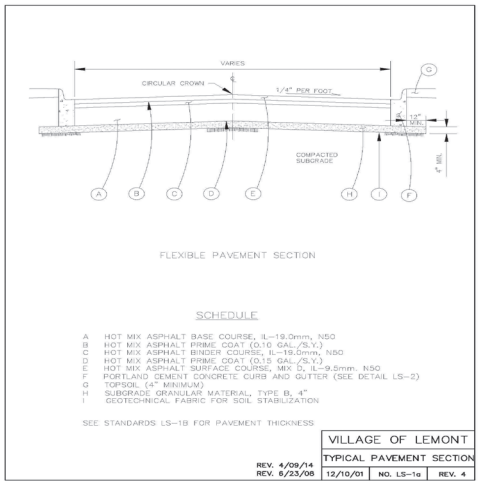
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 40'
Date: 11-17-21
Design By: SDS
Drawn By: NSM
Checked By: SDS

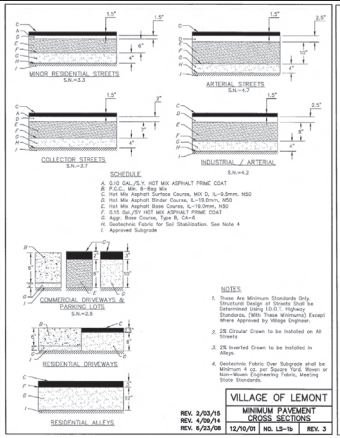
27
OF
34

TIMBERLINE DRIVE STRIPING & SIGNAGE PLAN

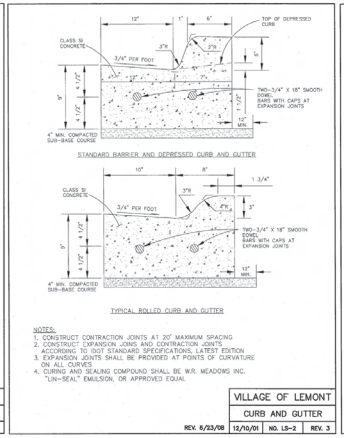
L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 TE.dwg Plot Date: 1/12/2022 3:14:06 PM Bytowske



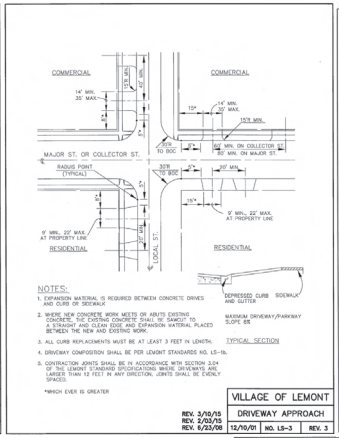
VILLAGE OF LEMONT
TYPICAL PAVEMENT SECTION
REV. 4/09/14
REV. 6/23/08 | 12/10/01 | NO. LS-1a | REV. 4



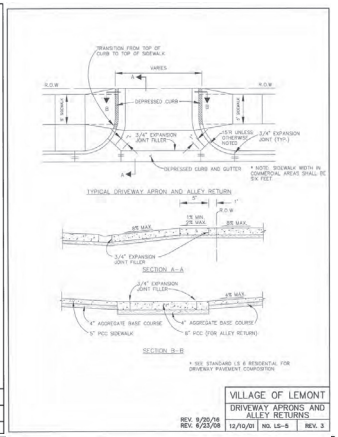
VILLAGE OF LEMONT
MINIMUM PAVEMENT CROSS SECTIONS
REV. 2/03/15
REV. 4/09/14
REV. 6/23/08 | 12/10/01 | NO. LS-1b | REV. 3



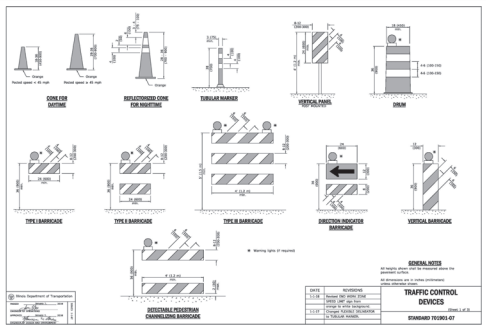
VILLAGE OF LEMONT
CURB AND GUTTER
REV. 6/23/08 | 12/10/01 | NO. LS-2 | REV. 3

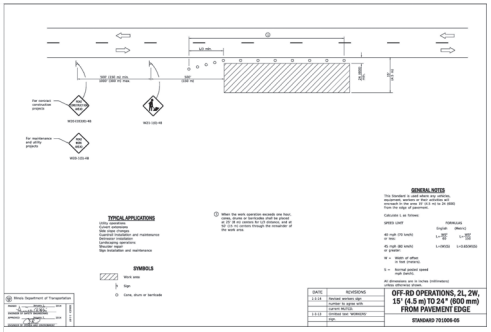


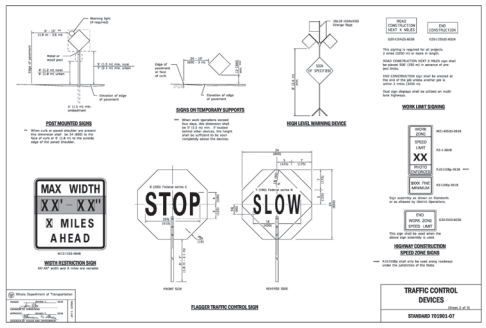
VILLAGE OF LEMONT
DRIVEWAY APPROACH
REV. 3/10/15
REV. 2/03/15
REV. 6/23/08 | 12/10/01 | NO. LS-3 | REV. 3

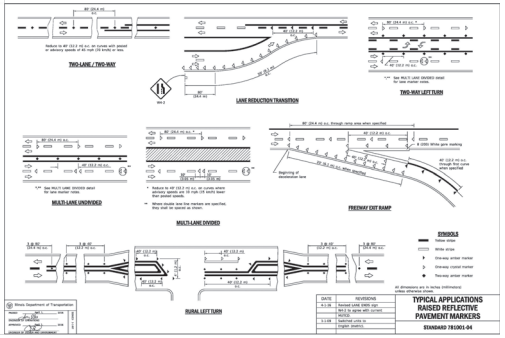


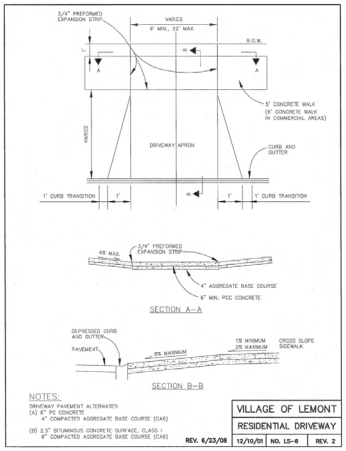
VILLAGE OF LEMONT
DRIVEWAY APRONS AND ALLEY RETURNS
REV. 9/20/16
REV. 6/23/08 | 12/10/01 | NO. LS-5 | REV. 3



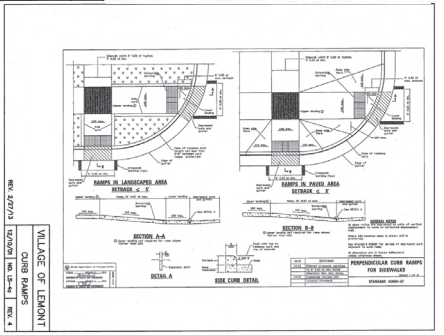




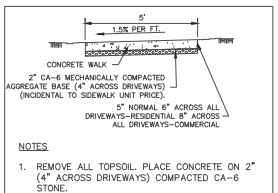




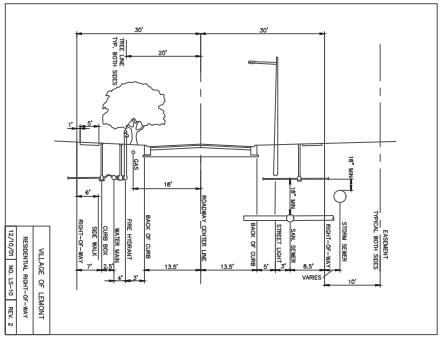
VILLAGE OF LEMONT
RESIDENTIAL DRIVEWAY
REV. 6/23/08 | 12/10/01 | NO. LS-6 | REV. 2



VILLAGE OF LEMONT
CURB RAMPS
REV. 4/09/14
REV. 2/03/15
REV. 6/23/08 | 12/10/01 | NO. LS-4 | REV. 4



SIDEWALK
NOT TO SCALE



GRADING CONVERSIONS

ROADWAY:
CL −0.28' = EDGE OF PAVEMENT ELEVATION
CL −0.36' = FLOW LINE ELEVATION
CL −0.11' = TOP OF CURB ELEVATION
CL +0.31' = FRONT OF WALK
CL +0.39' = BACK OF WALK
CL +0.43' = RIGHT OF WAY

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

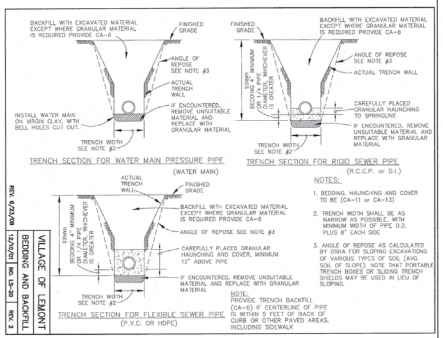
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

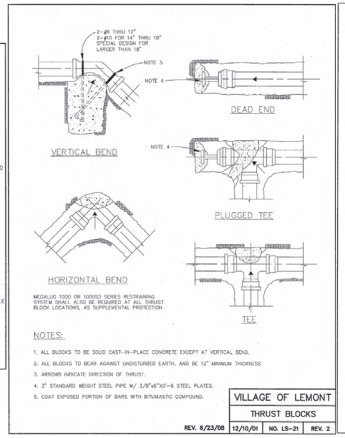
PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

28
OF
34

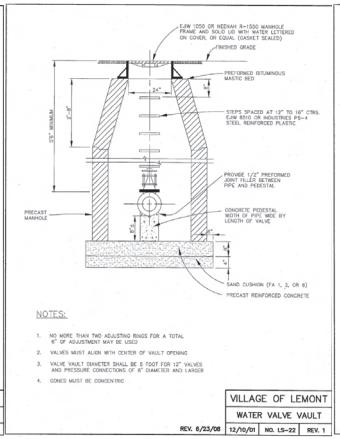
CONSTRUCTION DETAILS

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date: 1/12/2022 3:14:12 PM Bynewske

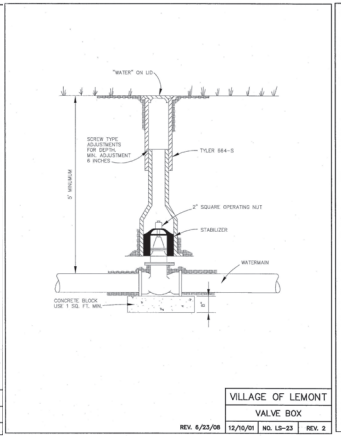




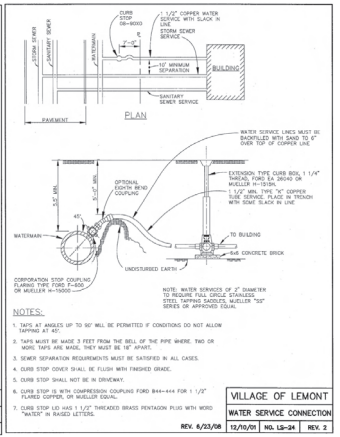
VILLAGE OF LEMONT
THRUST BLOCKS
REV. 6/23/08 | 12/10/01 | NO. LS-21 | REV. 2



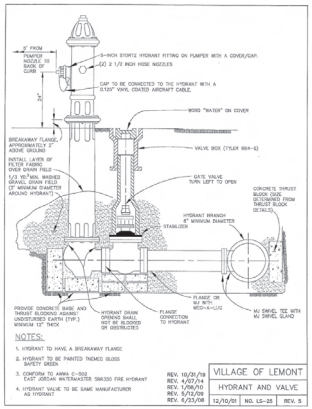
VILLAGE OF LEMONT
WATER VALVE VAULT
REV. 6/23/08 | 12/10/01 | NO. LS-22 | REV. 1



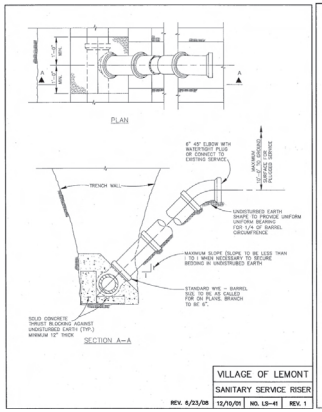
VILLAGE OF LEMONT
VALVE BOX
REV. 6/23/08 | 12/10/01 | NO. LS-23 | REV. 2



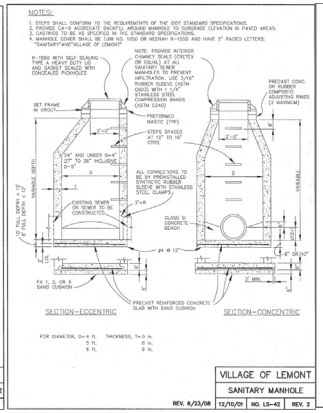
VILLAGE OF LEMONT
WATER SERVICE CONNECTION
REV. 6/23/08 | 12/10/01 | NO. LS-24 | REV. 2



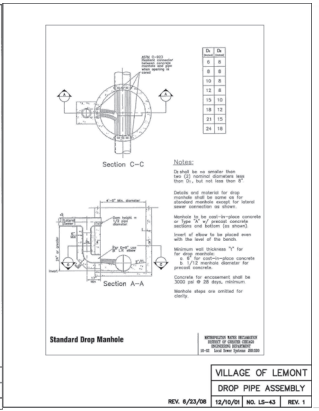
VILLAGE OF LEMONT
HYDRANT AND VALVE
REV. 10/31/19 REV. 6/23/14 REV. 1/08/10 REV. 5/12/08 REV. 6/23/08 | 12/10/01 | NO. LS-25 | REV. 5



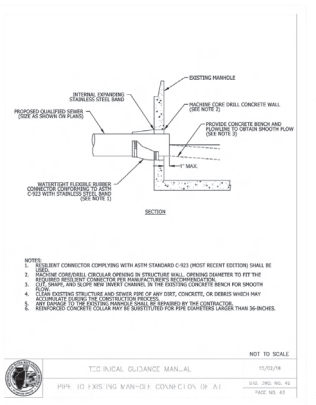
VILLAGE OF LEMONT
SANITARY SERVICE RISER
REV. 6/23/08 | 12/10/01 | NO. LS-41 | REV. 1



VILLAGE OF LEMONT
SANITARY MANHOLE
REV. 6/23/08 | 12/10/01 | NO. LS-42 | REV. 2

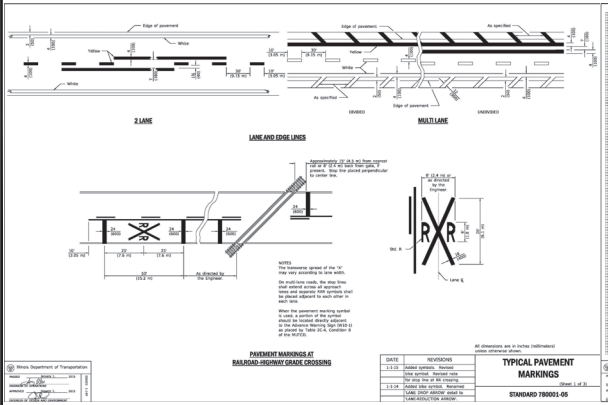


VILLAGE OF LEMONT
DROP PIPE ASSEMBLY
REV. 6/23/08 | 12/10/01 | NO. LS-43 | REV. 1

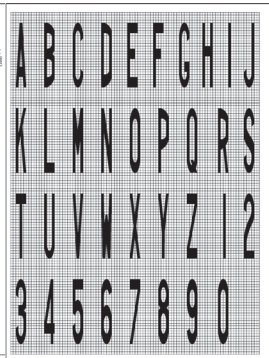


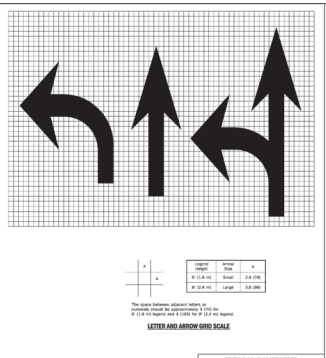
NOT TO SCALE

TECHNICAL GUIDANCE MANUAL — 11/03/08
PIPE TO EXISTING MANHOLE CONNECTION DETAIL — SEE DWG. NO. 42 — PAGE NO. 43

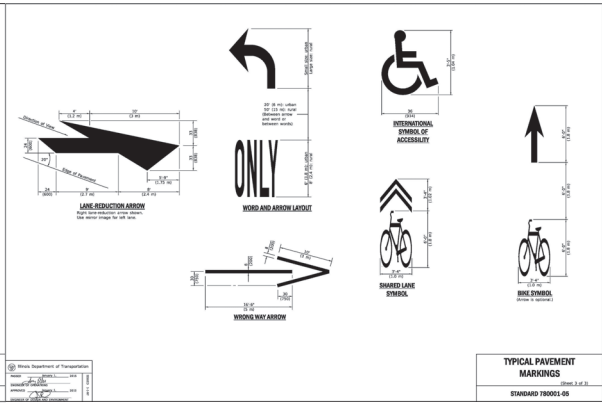


TYPICAL PAVEMENT MARKINGS
STANDARD 780001-05





TYPICAL PAVEMENT MARKINGS
STANDARD 780001-05



TYPICAL PAVEMENT MARKINGS
STANDARD 780001-05

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE I
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

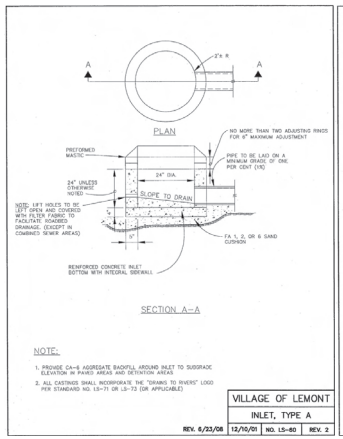
PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

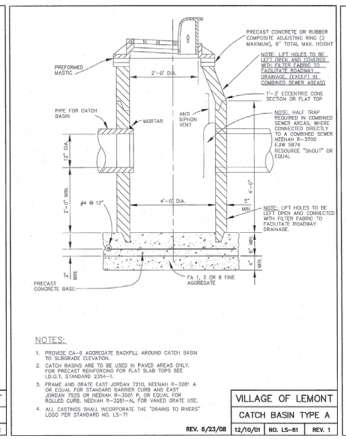
29
OF
34

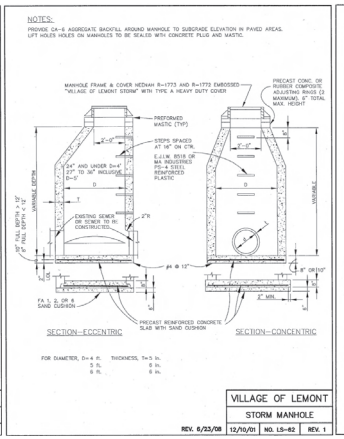
CONSTRUCTION DETAILS

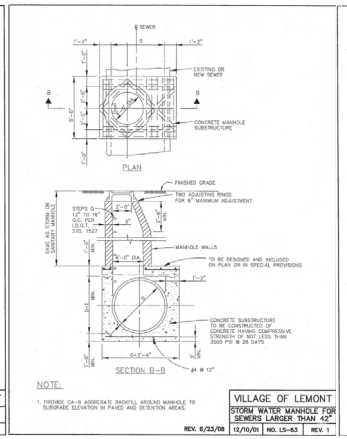
219

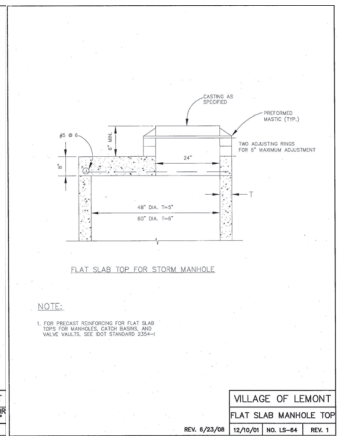
L:\Projects\2021\21-0011\Engineering\DWG\Plot\21-0011 FE.dwg Plot Date:1/12/2022 5:14:19 PM By:nsmole

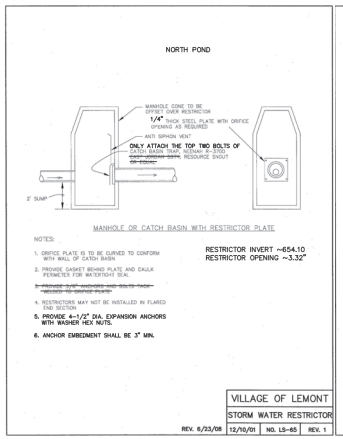


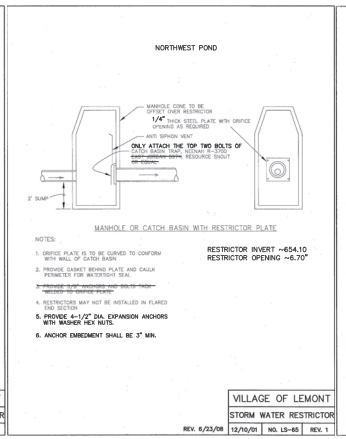


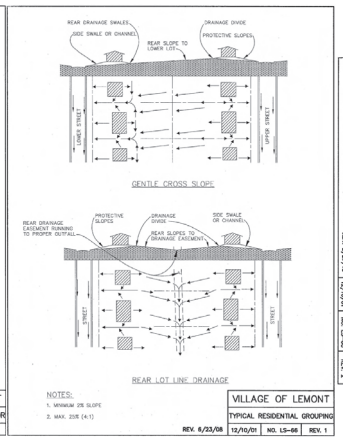


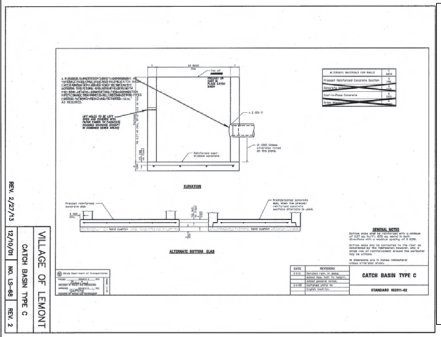


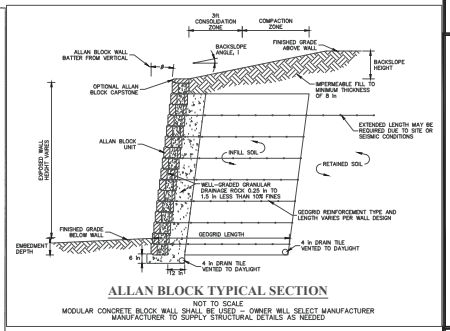


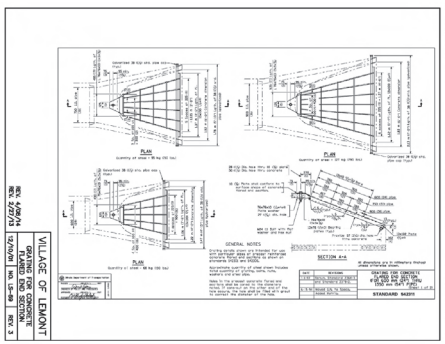


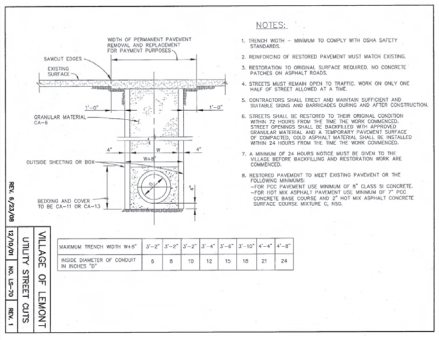


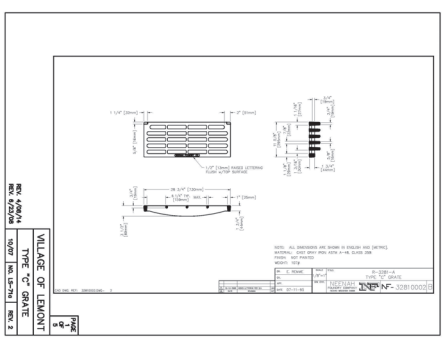


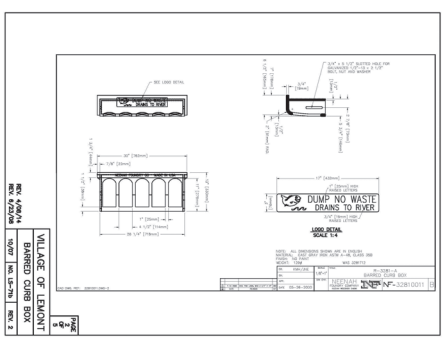












REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-12-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

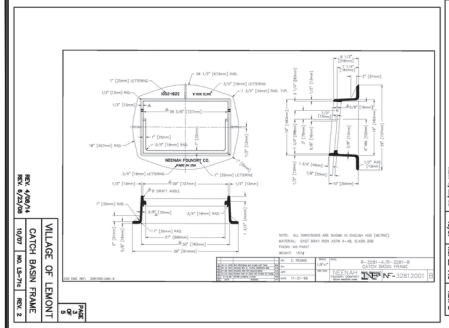
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

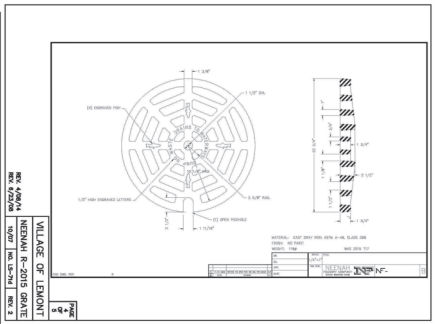
30
OF
34

CONSTRUCTION DETAILS

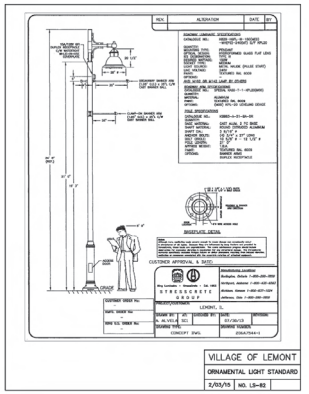
L:\Projects\2021\21-0011\Engineering\DWG\Plan\21-0011 TE.dwg Plot Date: 12/22/2021 3:14:27 PM Bytewake



VILLAGE OF LEMONT
CATCH BASIN FRAME
REV. 3 | NO. LS-97H | 10/07 | REV. 4/06/14



VILLAGE OF LEMONT
NEENAH R-2015 GRATE
REV. 3 | NO. LS-97H | 10/07 | REV. 4/06/14



VILLAGE OF LEMONT
ORNAMENTAL LIGHT STANDARD
2/03/15 | NO. LS-92

SECONDARY SERVICE CONNECTION PEDESTALS

B-3

FEATURES:

- 14 gauge 220 mill galvanized steel with 12 gauge hasp
- Powder coated paint
- Stainless steel hinge
- Safety clip provide strength and more secure unit
- Rounded front
- Recessed padlock feature available upon request.
- A quality product for 40 years

CAT#	D	W	T	B	H	COMMENTS
2324-S Single	13-1/2	7-1/2	10-3/8	20-3/8	36	Hinged Door
2324-D Double	13-1/2	13-1/2	10-3/8	20-3/8	36	Hinged & Keeper(s) Knocked
2324-DS	13-1/2	13-1/2	13	20	36	Hinged & Keeper(s) Knocked
2324-SL	13-1/2	13-1/2	10-1/8	14	36	Hinged SS LE x SS LE
2324-SSL	13-1/2	13-1/2	10-1/8	17-1/2	36	Removable Knocked
2324-DPU	13-1/2	13-1/2	10-3/8	20-3/8	36	Pentahead + Stainless Knocked
2324-DPS	13-1/2	13-1/2	10-3/8	13-1/4	36	
2324-DPL	13-1/2	13-1/2	10-1/8	14	36	

VILLAGE OF LEMONT
CONNECTION PEDESTALS
1 OF 2
REV. 4/08/14 | REV. 6/23/08 | 10/07 | NO. LS-91c | REV. 2

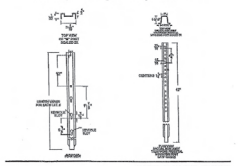
PEDESTAL MOUNTING POSTS page B-6

EMCO joint pedestal mounting posts are available in one basic shape, the "U" Channel. Common lengths are 72", 78" and 84". Studded posts are hot dip galvanized. Painted posts are available on special order. Note: special non-paint hot dipped galvanized finish on these pedestal mounting posts, Cat# 4DAMBX are also available (see ordering information).

EMCO Joint Pedestal Mounting Posts

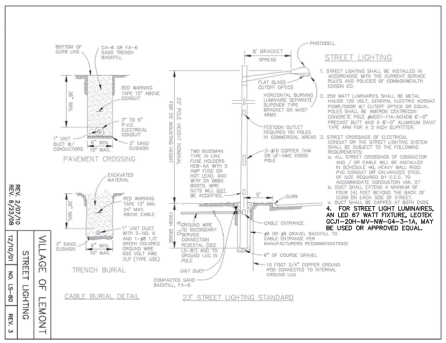
CAT#	LENGTH	DESCRIPTION	LBS
1084207U	72"	M Holes, 12 1/2 Add Dig Hole, Y Slotted Holes @ 8-10"	10.5
1084208W	72"	M Holes, 12 1/2 Add Dig Holes, Y Slotted Holes @ 8"	9
1084209X	72"	M Holes, 12 1/2 Add Dig Holes	9
1084207X	72"	M Holes, 12 1/2 Add Dig Holes	10.5
1084208X	84"	M Holes, 12 1/2 Add Dig Holes	12
1072SP	72"	M Holes, 12 1/2 Post Bushing Holes	10.5
1073SP	78"	M Holes, 12 1/2 Post Bushing Holes	10.5
1084SPB	84"	M Holes, 12 GA. Paint Dots Green	12

Note: Mounting hardware configuration warranty under revision.

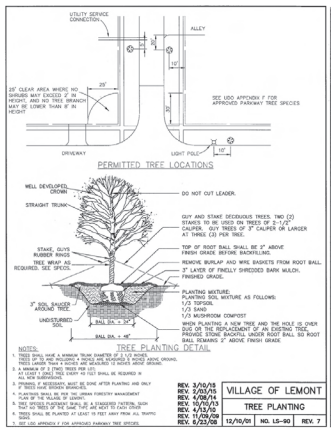


ELECTRICAL MATERIALS COMPANY — 145 ELIZABETH LANE, GENOA CITY, WI 53128, (262) 279-9133, FAX: (262) 279-9134

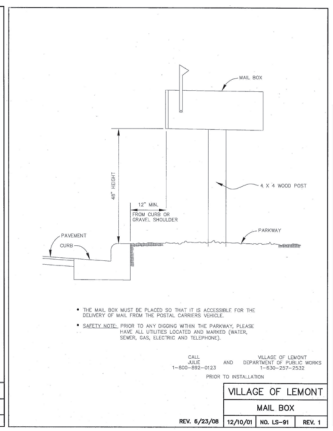
VILLAGE OF LEMONT
CONNECTION PEDESTALS
2 OF 2
REV. 4/08/14 | REV. 6/23/08 | 10/07 | NO. LS-91b | REV. 2



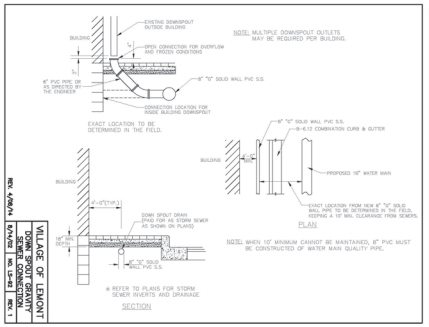
VILLAGE OF LEMONT
STREET LIGHTING
12/10/01 | NO. LS-90 | REV. 3



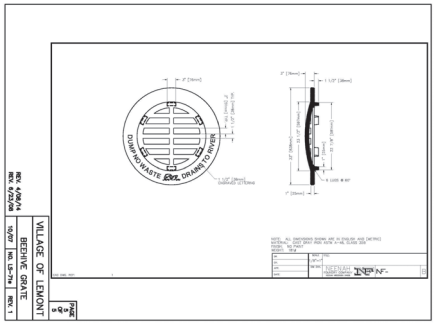
VILLAGE OF LEMONT
TREE PLANTING
12/10/01 | NO. LS-90 | REV. 7



VILLAGE OF LEMONT
MAIL BOX
REV. 6/23/08 | 12/10/01 | NO. LS-91 | REV. 1



VILLAGE OF LEMONT
DOWNSPOUT DRAINAGE SYSTEM
8/14/08 | NO. LS-93 | REV. 1



VILLAGE OF LEMONT
BEEHIVE GRATE
10/07 | NO. LS-97H | REV. 1

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

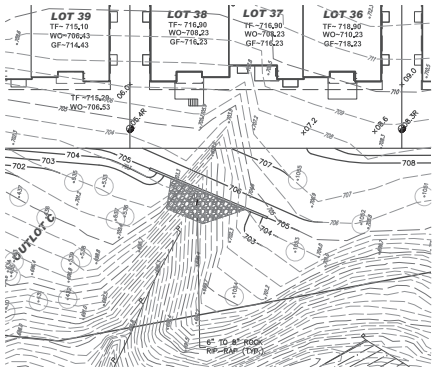
FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

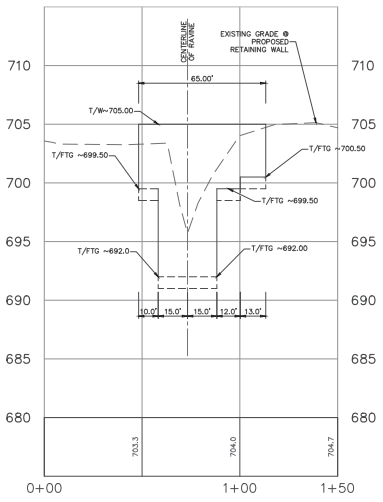
PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

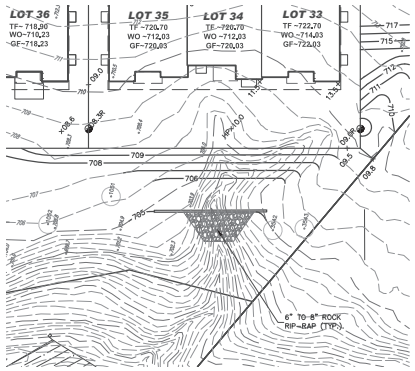
31
OF
34

CONSTRUCTION DETAILS

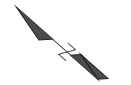


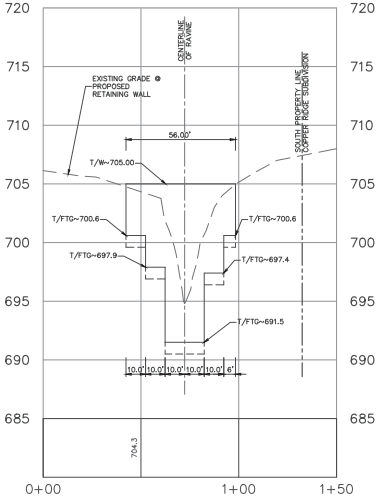
STRUCTURAL RETAINING WALL #1

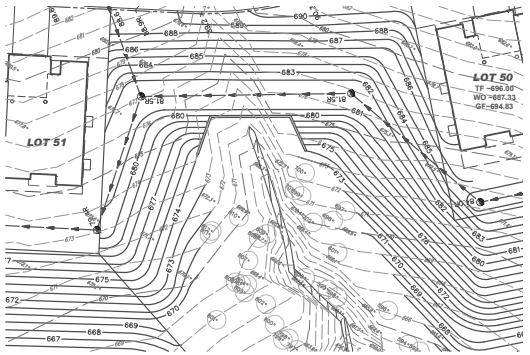




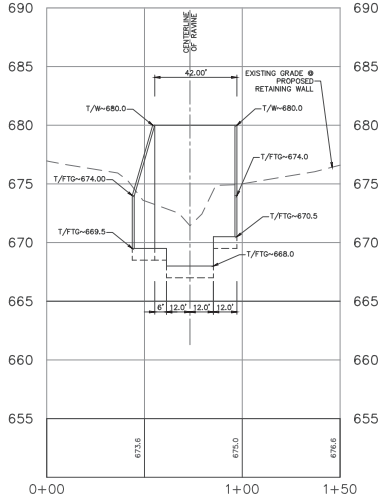
STRUCTURAL RETAINING WALL #2







STRUCTURAL RETAINING WALL #3



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

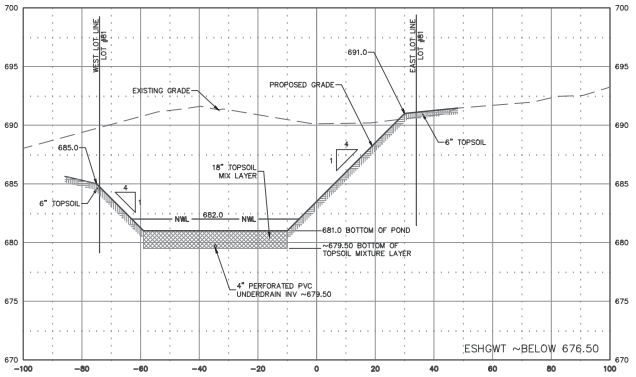
DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 11-17-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

32
OF
34

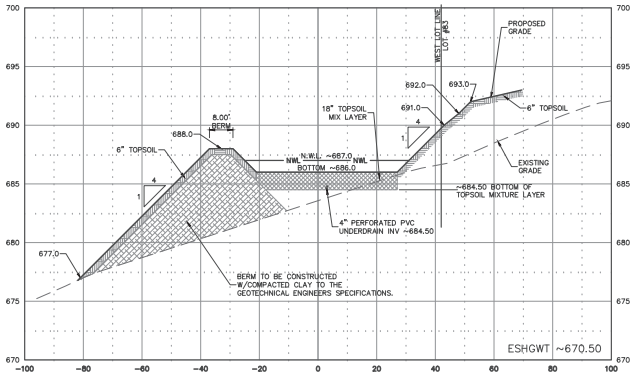
RETAINING WALL SECTIONS & DETAILS

L:\Projects\2021\21-0011\Engineering\GRADING\Grad\21-0011 TE.dwg Plot Date: 1/12/2022 3:15:38 PM Bycrowske



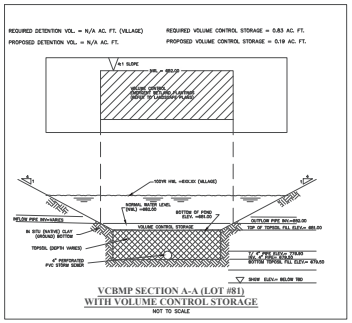
VCBMP SECTION A-A (LOT #81)

PROFILE SCALE
H: 1" = 20'
V: 1" = 5'

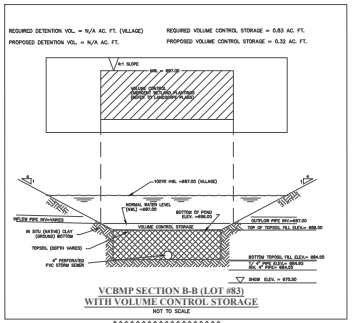


VCBMP SECTION B-B (LOT #83)

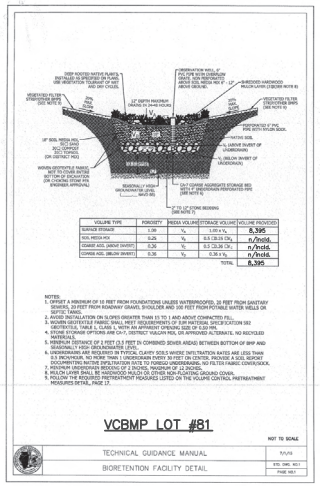
PROFILE SCALE
H: 1" = 20'
V: 1" = 5'



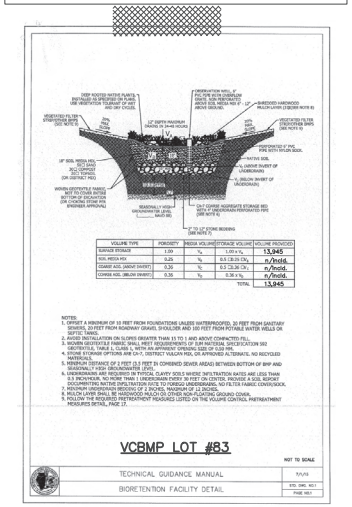
VCBMP SECTION A-A (LOT #81)
WITH VOLUME CONTROL STORAGE
NOT TO SCALE



VCBMP SECTION B-B (LOT #83)
WITH VOLUME CONTROL STORAGE
NOT TO SCALE



VCBMP LOT #81
NOT TO SCALE
TECHNICAL GUIDANCE MANUAL
BIORETENTION FACILITY DETAIL



VCBMP LOT #83
NOT TO SCALE
TECHNICAL GUIDANCE MANUAL
BIORETENTION FACILITY DETAIL

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 21-0011
Scale: AS NOTED
Date: 11-17-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

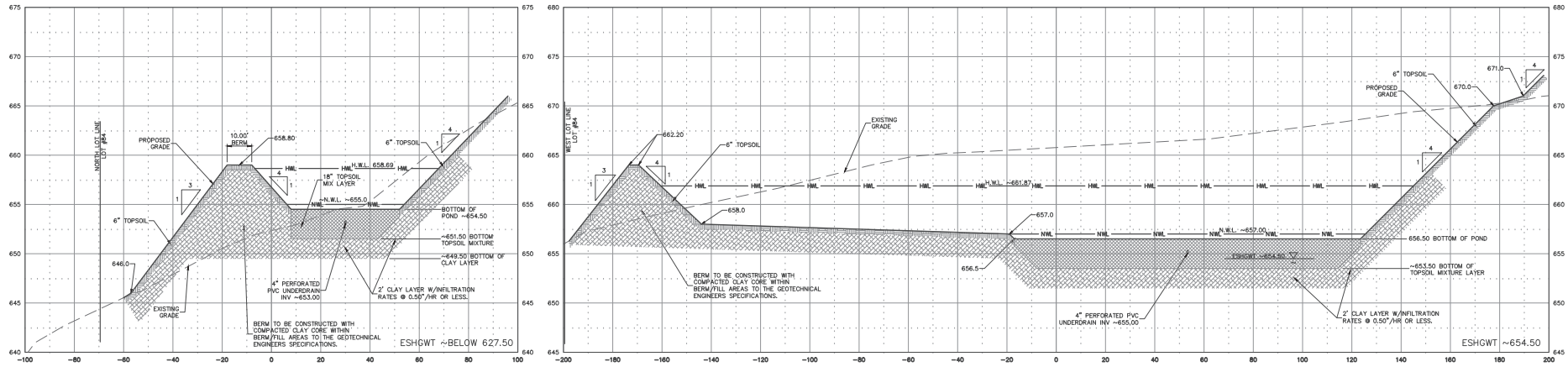
33
OF
34

VCBMP SECTIONS: A-A & B-B (LOTS #81 & #83)

L:\Projects\2021\21-0011\Engineering\GRAD\Final\21-0011 FE.dwg Plot Date: 1/12/2022 3:15:56 PM Brynnsie

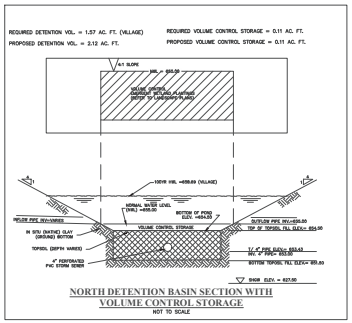
POND CROSS SECTION C-C NORTH BASIN (LOT #84)

PROFILE SCALE
H: 1" = 20'
V: 1" = 5'

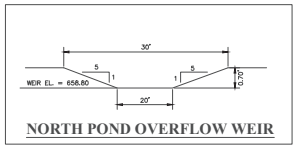


POND CROSS SECTION D-D NORTHWEST BASIN (LOT #84)

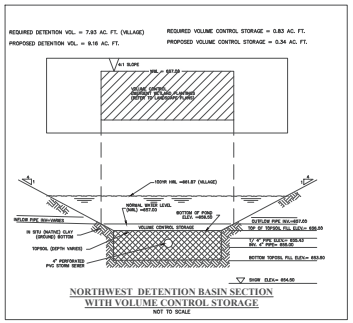
PROFILE SCALE
H: 1" = 20'
V: 1" = 5'



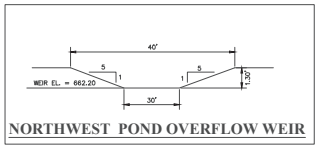
NORTH DETENTION BASIN SECTION WITH VOLUME CONTROL STORAGE
NOT TO SCALE



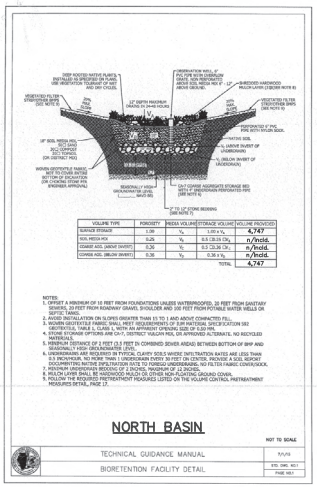
NORTH POND OVERFLOW WEIR



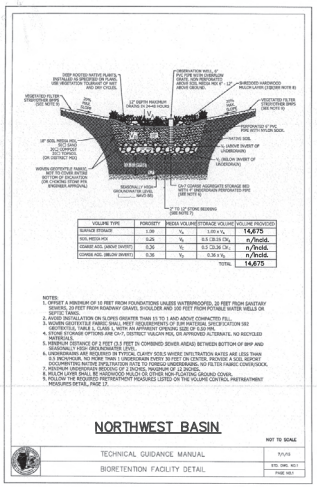
NORTHWEST DETENTION BASIN SECTION WITH VOLUME CONTROL STORAGE
NOT TO SCALE



NORTHWEST POND OVERFLOW WEIR



NORTH BASIN
NOT TO SCALE
TECHNICAL GUIDANCE MANUAL
BIORETENTION FACILITY DETAIL



NORTHWEST BASIN
NOT TO SCALE
TECHNICAL GUIDANCE MANUAL
BIORETENTION FACILITY DETAIL

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS
2	12-22-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

DEI

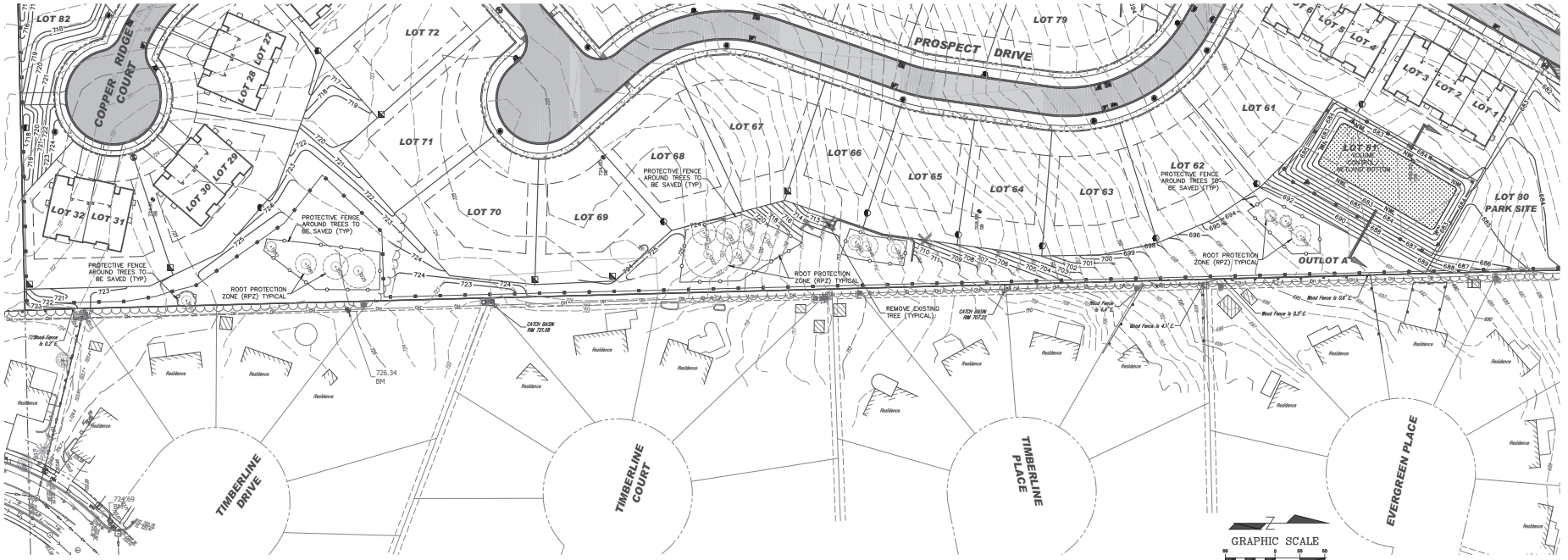
PROJECT INFORMATION

Project No.: 21-0011
Scale: AS NOTED
Date: 11-17-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

34
OF
34

POND CROSS SECTIONS: C-C & D-D NORTH & NORTHWEST BASINS (LOT #84)

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 FE.dwg Plot Date: 1/12/2022 3:16:14 PM Bynewsie



OUTLOT A TREE PRESERVATION PLAN

TREE PRESERVATION PLAN FOR ALL SIGNIFICANT TREES:

1. TREE SURVEY: ALL EXISTING TREES WERE EVALUATED FOR SPECIES, SIZE AND CONDITION. TREES HAVE BEEN NUMBERED WITH A STEEL TAG PLACED AT EYE LEVEL ON THE EAST SIDE OF THE TRUNK. TAGS NUMBERED 1 THRU 46 WERE USED. THIS SURVEY DATA SHOULD BE REFERENCED WHEN IDENTIFYING TREES AND NEEDS. SOME TREES WERE NOT TAGGED BUT HAD TO BE EVALUATED PER VILLAGE ORDINANCE/CODE.
2. TREE PRUNING REQUIREMENTS: ALL TREES THAT ARE WITHIN THE CONSTRUCTION TRAUMA ZONE SHOULD BE PROPERLY PRUNED TO REMOVE DEAD AND WEAK LIMBS, AND ALSO SELECTIVE THINNING TO COMPENSATE FOR ROOT LOSS, AND TO PROVIDE NECESSARY CLEARANCES AND ELEVATIONS.
3. ROOT PRUNING REQUIREMENTS: ALL TREES THAT ARE IN CLOSE PROXIMITY OF EXCAVATION SHOULD HAVE ROOT PRUNING DONE WITHIN 1 FOOT OF EXCAVATION DIG TO ALLOW FOR A CLEAN WOUND CLOSURE AND TO PROMOTE NEW FIBROUS ROOTS. A ROOT PRUNER, STUMP GRINDER, OR SUITABLE TRENCHER CAN BE USED.
4. TREE NUTRITIONAL REQUIREMENTS: ALL TREES WITHIN THE TRAUMA ZONE SHOULD BE TREATED WITH A SOIL INJECTED LIQUID ROOT FERTILIZER OF PROPER ANALYSIS, AND EVENLY DISTRIBUTED THROUGHOUT THE ROOT ZONE. THIS IS TO IMPROVE OVERALL VIGOR AND TO HELP IN AERATION OF COMPACTED SOIL.
5. SURFACE MULCHING REQUIREMENTS: ALL TREES WITHIN THE CRITICAL TRAUMA ZONE SHOULD HAVE LAYERED WOOD MULCH BEDS INCORPORATED INTO THE FINAL LANDSCAPE PLAN. THIS WILL IMPROVE SOIL STRUCTURE, FERTILITY, AND AID IN MOISTURE RETENTION. *EXPOSED SURFACE ROOTS SHOULD BE PROTECTED DURING CONSTRUCTION WITH A 12- LAYER OF MULCH.*
6. GRADING AND BACKFILL REQUIREMENTS: NO OVERFILLING OF SOIL SHOULD OCCUR TO TREE ROOT ZONES WITHIN A 10~15' RADIUS TO PREVENT ROOT LOSS. RETENTION WALLS AND DRAINAGE SHOULD BE INCORPORATED INTO THE INITIAL GRADING AND LANDSCAPE DESIGN CONCEPT.
7. PROTECTIVE BARRIER REQUIREMENTS: A 6' CHAIN LINK FENCE WITH POSTS ON 10' CENTERS SHOULD BE INSTALLED TO PREVENT ANY ACTIVITY FROM OCCURRING WITHIN LIMITS OF TREE PROTECTION AREA. THIS FENCE SHOULD BE MAINTAINED DURING THE ENTIRE PROJECT. A SIGN SHOULD BE PLACED AT THE PROJECT ENTRANCE TO FAMILIARIZE CONTRACTORS WITH TREE PRESERVATION TECHNIQUES.
8. SITE MONITORING REQUIREMENTS: ALL TREES LISTED ON THE SURVEY FORM SHOULD BE MONITORED DURING AND AFTER CONSTRUCTION FOR ANY POSSIBLE HEALTH CARE ISSUES THAT MAY BE ENCOUNTERED. THIS SHOULD BE DONE BY A COMPETENT CERTIFIED ARBORIST WHO IS CAPABLE OF MAKING ONSITE DECISIONS THAT BEST PROTECT THE TREES.

TREE INVENTORY LIST

COOPER RIDGE - OUTLOT A TREE INVENTORY

TAG #	DBH	SPECIES	ARBORIST RECOMMENDATION	CONDITION	CONDITION SCALE	ACTION
1081	8, 6	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1082	7	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1321	16	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1322	12, 12	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1323	16	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1324	16, 12, 15	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1325	8	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1327	30, 12, 12	ELM	SAVE	POOR	4	TO BE SAVED - TREE PROTECTION FENCE
1328	15	ELM	REMOVE	POOR	4	TO BE REMOVED
1329	7	ELM	REMOVE	POOR	4	TO BE REMOVED
1845	10	HICKORY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
1846	15	HICKORY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
1848	12	HICKORY	REMOVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
1850	12, 9	HICKORY	REMOVE	GOOD	2	TO BE REMOVED
1871	6	HICKORY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
1872	6	HICKORY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
1873	10	HICKORY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
3523	11	TWN CHERRY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
3524	9, 8	TWN CHERRY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE
3525	12, 6, 5	TWN CHERRY	SAVE	GOOD	2	TO BE SAVED - TREE PROTECTION FENCE

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11-17-21	PER VILLAGE REVIEW	SDS

BEECHEN & DILL
1536 128TH STREET
LEMONT, ILLINOIS 60439
(630) 920-9430

FINAL ENGINEERING PLANS
FOR
COPPER RIDGE
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 21-0011
Scale: 1" = 50'
Date: 09-30-2021
Design By: SDS
Drawn By: NSM
Checked By: SDS

T1
OF
T1

OUTLOT A TREE PRESERVATION PLAN

L:\Projects\2021\21-0011\Engineering\DWG\Final\21-0011 TE.dwg Plot Date: 7/12/2022 3:16:39 PM Brynnwebb

EXHIBIT F

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's future land use map designates the subject site Contemporary Neighborhood (CTP) with Conservation Overlay.

2. The subject property achieves goals of the Lemont 2030 Comprehensive plan.

3. The requested rezoning generally meets the standards for granting rezonings.

EXHIBIT G

Development Agreement

DEVELOPMENT AGREEMENT
(COPPER RIDGE RESIDENTIAL DEVELOPMENT)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into at Lemont, Illinois, as of the Effective Date (as hereinafter defined), by and between the **VILLAGE OF LEMONT**, an Illinois municipal corporation (the "VILLAGE") and **TETON DEVELOPMENT, LLC**, an Illinois limited liability company or its assign (hereinafter referred to as "DEVELOPER") (the VILLAGE and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES").

This Agreement shall supersede all prior development agreements, ordinances and annexation agreements between the VILLAGE and the former developers relating to the Subject Property including, but not limited to: (i) Ordinance No. O-44-19, "An Ordinance Granting a Special Use for a Preliminary Planned Unit Development to Taylor Morrison of Illinois, (ii) Ordinance No. O-24-19, "An Ordinance Approving a Donation Agreement", (iii) Ordinance No. O-46-19, "An Ordinance Approving a Development Agreement with Taylor Morrison of Illinois", (iv) Annexation Agreement between the VILLAGE and Intrepid Investment Partners-Lion's Park LLC., a Michigan limited liability company and Pulte Home Company LLC., a Michigan limited liability company, approved as Ordinance No. O-28-17; and (v) Village Ordinance O-30-17 Granting a Preliminary Plan/Plat Approval For A Special Use For A Preliminary Planned Unit Development (PUD) and Zoning Map Amendment with respect to the Subject Property. The Village hereby acknowledges that the prior annexation agreement approved as Ordinance O-28-17 was rescinded pursuant to Ordinance No. O-47-19 and is of no further force and effect and the development agreement approved as Ordinance No. O-

46-19 is of no force and effect as Taylor Morrison of Illinois failed to acquire ownership of the Subject Property as required by Paragraph 10 of said prior development agreement.

PREAMBLES

A. The Copper Ridge Subdivision consists of sixty (60) single-family attached lots suitable for sixty (60) single-family attached homes, nineteen (19) single-family detached lots suitable for nineteen (19) single-family detached homes, one (1) lot to be utilized as a community park site as well as common space lots intended to be owned and maintained by a homeowner's association as legally described and depicted on **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"). DEVELOPER is the owner of the approximately sixty-nine (69) acre Subject Property.

B. DEVELOPER intends to build single-family detached homes and townhomes on the Subject Property consistent with the approved development plans attached hereto as Exhibit B, including the Final Subdivision PUD For Copper Ridge Subdivision prepared by Designtech Engineering, Inc., dated September 27, 2021, last revised December 14, 2021 , Final Engineering Plans prepared by Designtech Engineering, Inc., dated September 30, 2021, last revised December 22, 2021, and the Final Landscape Plans prepared by Metz and Company, dated September 10, 2021, last revised October 29, 2021 (hereinafter collectively referred to as "Development Plans"). The PARTIES agree that changes to the Development Plans shall be permitted to address future comments from the VILLAGE engineer, VILLAGE arborist and MWRD without the need to amend this Agreement.

C. The PARTIES desire to enter into this binding development Agreement confirming the zoning of the Subject Property in the VILLAGE's R-5(A) (PUD) Single-

Family Detached and Attached Residential Zoning District and R-6 Multi-Family Residential District to allow for construction of said single-family detached and attached homes on the Subject Property as depicted on the Development Plans and the performance of certain undertakings of the PARTIES, as set forth herein.

D. The DEVELOPER is about to materially change its position in reliance upon the execution of this Agreement by the VILLAGE and the performance by the VILLAGE of its undertakings contained herein.

E. DEVELOPER seeks certain assurances from the VILLAGE regarding the zoning and subdivision of the Subject Property under the VILLAGE's Unified Development Ordinance ("UDO") and assurances as to other matters covered in this Agreement.

F. The Copper Ridge Subdivision will be developed pursuant to the terms and conditions of this Agreement.

G. The VILLAGE Board of Trustees, after due and careful consideration, has concluded that the development of the Subject Property on the terms and conditions herein set forth would further the VILLAGE's growth, increase the taxable value of the Subject Property within the VILLAGE, and otherwise enhance, promote, and serve the best interests and general welfare of the VILLAGE and its residents.

NOW, THEREFORE, in consideration of the foregoing preambles and in consideration of the mutual covenants, agreements and conditions hereinafter contained, and the benefits anticipated to inure to each of them, the PARTIES do hereby agree as follows:

1. PREAMBLES/EXECUTION OF THIS AGREEMENT/ACQUISITION OF SUBJECT PROPERTY.

1.1 PREAMBLES. The foregoing preambles are material to this Agreement and are incorporated herein, as if restated in their entirety in this Section 1.1. Additionally, Paragraph 2 of the introduction provided on page 1 of this Agreement is also incorporated herein. To avoid confusion, that paragraph provides as follows:

This Agreement shall supersede all prior development agreements, ordinances and annexation agreements between the VILLAGE and the former developers including, but not limited to: (i) Ordinance No. O-44-19, "An Ordinance Granting a Special Use for a Preliminary Planned Unit Development to Taylor Morrison of Illinois, (ii) Ordinance No. O-24-19, "An Ordinance Approving a Donation Agreement", (iii) Ordinance No. O-46-19, "An Ordinance Approving a Development Agreement with Taylor Morrison of Illinois", (iv) Annexation Agreement between the VILLAGE and Intrepid Investment Partners-Lion's Park LLC., a Michigan limited liability company and Pulte Home Company LLC., a Michigan limited liability company, approved as Ordinance No. O-28-17; and (v) Village Ordinance O-30-17 Granting a Preliminary Plan/Plat Approval For A Special Use For A Preliminary Planned Unit Development (PUD) and Zoning Map Amendment with respect to the Subject Property.

2. ZONING & SUBDIVISION.

2.1 ZONING AND VARIATIONS. The VILLAGE hereby confirms that the Subject Property was the subject of a public hearing on December 1, 2021 before the VILLAGE Plan Commission and as a result of that and Village Board action, shall be

zoned R-5(A) and R-6 as a planned unit development to allow for the construction nineteen (19) single-family detached homes and sixty (60) duplex homes and townhomes as depicted on the Development Plans. All zoning variances depicted on the Development Plans are hereby ratified and approved by the VILLAGE, including, but not limited to:

A. DEVIATION ALLOWING PETITIONER TO IMPROVE THE PARK SITE AND DEDICATE SAID IMPROVEMENTS ALONG WITH LAND IN SATISFACTION OF THE PARK LAND/CASH OBLIGATIONS

B. DEVIATION TO REDUCE THE INTERNAL RIGHT-OF-WAY WIDTHS FROM 66' TO 60'.

C. DEVIATION TO REDUCE THE SIDEYARD SETBACK FROM 15' TO 10' IN THE R-6 ZONING DISTRICT.

D. DEVIATION TO ALLOW CENTERLINE RADIUS OF 150' IN LIEU OF 200'

E. DEVIATION TO ALLOW CUL-DE-SAC LENGTHS IN EXCESS OF 300'

F. DEVIATION TO ALLOW DETENTION POND DEPTHS IN EXCESS OF 4' WITH BOUNCE UP TO 6.5'

G. DEVIATION FOR SIDE SLOPES IN THE DETENTION BASINS OF 4 TO 1

H. DEVIATION FOR BACKSLOPES AND SIDESLOPES OF 3 TO 1 IN ALL PONDS AND OPEN SPACE AREAS

I. DEVIATION TO ALLOW DRIVEWAY CONCRETE THICKNESS OF 5 INCHES

J. DEVIATION TO NOT INSTALL SIDEWALK ALONG TIMBERLINE DRIVE NORTH OF THE SUBDIVISION ACCESS POINT AND ALONG THE NORTH SIDE OF COPPER RIDGE DRIVE

K. DEVIATION TO PERMIT LOT WIDTHS OF LESS THAN 80', LOT COVERAGE IN EXCESS OF 65%, MINIMUM LOT AREA OF LESS THAN 2,500 SQUARE FEET PER UNIT AND MINIMUM LOT SIZES OF LESS THAN 10,000 SQUARE FEET IN THE R-6 ZONING DISTRICT.

Additionally, any necessary UDO exceptions mistakenly not addressed in this Agreement that are required to develop the Subject Property according to this Agreement and the Development Plans shall be approved by the Village in accordance with Code requirements and Village procedures. The VILLAGE hereby agrees to approve any final development plans which are in substantial conformance to the Development Plans.

3. TERMINATION OF EXISTING ANNEXATION AGREEMENT & PRELIMINARY PUD PLAN AND PLAT ORDINANCE. By prior action the Village Board has taken all action necessary to terminate the prior ANNEXATION AGREEMENT and PRELIMINARY PUD PLAN AND PLAT ORDINANCES which shall as of the effective date hereof be of no further force or effect whatsoever. The PARTIES acknowledge that upon termination of said EXISTING ANNEXATION AGREEMENT and PRELIMINARY PUD PLAN AND PLAT ORDINANCES the Subject Property shall continue to be annexed to the VILLAGE pursuant to VILLAGE Ordinance O-29-17 approved on April 10, 2017.

4. DEVELOPMENT STANDARDS.

4.1 DEVELOPMENT AND SUBDIVISION SIGNS. DEVELOPER, at its option and expense, may erect and maintain two (2) new off-site development signs advertising the Development. One of the two signs may be placed adjacent to the public right-of-way along Timberline Drive along the Subject Property frontage, and the other adjacent to Village right-of-way beyond the Subject Property frontage (e.g. Alba, New Avenue, etc.) subject to a written license agreement from the land owner of said property authorizing placement of said sign. The Development Signs may be two-sided or v-shaped, with each sign face permitted to have a maximum area of forty eight (48) square feet and a maximum height of fifteen (15) feet. The signs shall be removed no later than the DEVELOPER's sale of the final lot comprising the Subject Property. DEVELOPER shall be permitted two (2) permanent subdivision signs at the entrance to the Subject Property, which may have a maximum sign area of sixty-four (64) square feet and a maximum height of five (5) feet each.

With regard to temporary marketing signage the following shall be permitted:

Temporary Sales Office Sign. One (1) sign, not greater than sixteen (16) square feet in area (double-sided), and not greater than six feet (6') in height, may be located in front of and near each sales office. The sign shall be removed within six (6) months of the completion and closing to a non-builder third party of ninety-five percent (95%) of the lot sales within the Subject Property.

On-Site Directional Signs.

Two (2) temporary directional signs, not greater than six (6) square feet in area (double-sided) and three and one half feet (3.5') in height may be installed at each intersection between a model unit or sales office and each entrance to the Subject

Property. Said signs may be installed within a public right-of-way subject to the reasonable approval of the Village for safety-site distances. Said signs shall be removed within six (6) months of the issuance of ninety-five percent (95%) of the certificates of occupancy within the Subject Property.

One (1) double-sided parking lot directional sign, not greater than six (6) square feet in area and six feet (6') in height may, be installed per model home parking lot. Said signs shall be removed within six (6) months of ninety-five percent (95%) issuance of certificates of occupancy within the Subject Property.

One (1) identification sign may be installed in front of each model home with a maximum of eight feet (8') in height and one hundred and twenty (120) square feet in size. Model home signs shall be removed upon issuance of an occupancy permit for the model.

Feather flags shall be permitted in front of each model home and along the entrance to the Subject Property. Said feather flags shall be removed within six (6) months of ninety-five percent (95%) issuance of certificates of occupancy within the Subject Property.

5. PUBLIC IMPROVEMENTS. The DEVELOPER shall be responsible for the installation of roadways, street lighting, detention areas, potable water, sanitary sewer, and street and traffic safety signage as depicted on the Development Plans. DEVELOPER shall have no other obligation to install any other improvements either on-site or off-site. Upon completion of the roadways, sidewalks, street lighting, potable

water improvements, sanitary sewer, and street and traffic safety signage improvements the VILLAGE shall accept ownership of said improvements and shall be responsible for the continued repair and maintenance of said public improvements. The DEVELOPER shall obtain and submit to the Village a letter of credit as required in Section 17.23.020(F) of the Village's UDO. The DEVELOPER shall be responsible for maintenance requirements provided in Section 17.23.090 of the Village UDO. If any public improvements are not completed in accordance with the UDO, the Village may use an existing letter of credit or other performance assurance pursuant to UDO to complete said improvements. The DEVELOPER shall be permitted to develop the Subject Property in phases as generally depicted on the Development Plans. Notwithstanding anything herein to the contrary, the DEVELOPER shall be relieved of all continuing responsibility as to a specific public improvement covered under any surety provided pursuant to this Agreement once the Village has made final acceptance of said public improvement required to be constructed with respect to the Subject Property (subject to the maintenance period which shall start of the date of acceptance for the specific public improvement). Each public improvement properly installed and guaranteed by the surety deposited with the Village, if requested by the DEVELOPER, may be proportionately reduced or released on an individual improvement-by-improvement basis upon the review and recommendation of the Village engineer. Upon completion of a major portion of the public improvements required with respect to a given phase of the development of the Subject Property, the surety shall be reduced by the Village within thirty (30) days of receiving a recommendation from the Village engineer and approval of the Village Board that said surety is to be reduced. The

reduction of said surety shall be in an amount proportional to the work then completed, as reviewed and recommended by the Village engineer. The Village agrees that said review by the Village engineer shall be of reasonable duration after the submittal of all documents required for said review and not to exceed thirty (30) days. The Village agrees not to condition the reduction in the surety on the construction of any public improvements not specifically included on the approved final engineering plans for said phase of development of the Subject Property. The Village shall promptly release any remaining retained amounts under the relevant Surety. With respect to snow removal within the Subject Property, the Village agrees to undertake all snow removal, snow plowing and salting of the interior roads within the Subject Property upon issuance of the 40th residential occupancy permit notwithstanding the fact that the interior roadways are likely to not have been dedicated and accepted by the Village at that point in time.

5.1 OVERSIZING. DEVELOPER shall not be required to oversize any on-site sanitary sewers, water mains, storm sewers, stormwater management facilities or other on-site improvements in connection with its construction of the Subject Property.

5.2 OFF-SITE IMPROVEMENTS. No off-site improvements shall be required of DEVELOPER, other than the installation of the 4-way stop and pavement markings at the intersection of Copper Ridge Drive and Timberline Drive as shown on the Final Engineer Plan.

6. RECAPTURE FEES/WATER AND SEWER AVAILABILITY.

6.1 RECAPTURE FEES. The VILLAGE and DEVELOPER acknowledge and agree that there are no outstanding recapture agreements applicable to the Subject

Property. Specifically, the VILLAGE hereby confirms the following recapture agreements shall not be applicable the DEVELOPER of Subject Property.

A. Ordinance No. 729 Effective April 27, 1992 – Water & Sewer

B. Ordinance No. 990 – Water & Sewer

6.2 WATER AND SEWER AVAILABILITY. Water and sewer service shall be provided to the Subject Property by the VILLAGE and Metropolitan Water Reclamation District. The VILLAGE represents that sufficient sanitary sewer capacity is available to serve the Subject Property and the VILLAGE will at all times reserve sufficient sanitary sewer capacity to serve the SUBJECT PROPERTY. The VILLAGE shall accept dedication of all sanitary sewer improvements upon completion. The VILLAGE shall permit connections to the existing VILLAGE sanitary sewers as generally depicted on the Development Plans and to furnish sanitary sewer service to the Subject Property. The VILLAGE represents that sufficient water capacity is available to serve the Subject Property and the VILLAGE will at all times reserve sufficient capacity to serve the SUBJECT PROPERTY. The VILLAGE shall accept dedication of all water mains upon completion. The VILLAGE shall permit connections to the existing VILLAGE water mains as generally depicted on the Development Plans and to furnish water to the Subject Property.

6.3 STORM WATER MANAGEMENT. The DEVELOPER shall install all storm water improvements as generally depicted on the Development Plans. Upon completion of said improvements the DEVELOPER may transfer ownership of the storm water improvements to a duly formed homeowner's association which shall be

responsible for the perpetual maintenance and repair of said storm water management improvements.

6.4 ARCHITECTURAL REQUIREMENTS. The DEVELOPER shall comply with the VILLAGE's UDO, the approved PUD, R-5(A) and R-6 zoning district and anti-monotony requirements with respect to the architectural design of the homes being constructed on the Subject Property. The VILLAGE hereby approves the building elevations as specified in Exhibit C which the DEVELOPER shall be allowed to construct on the Subject Property without the need for any further approvals from the Village. No other architectural requirements shall be applicable to the Subject Property other than those found in the PUD. Additionally, subject only to staff level review and approval which shall not be unreasonable withheld, the DEVELOPER may add additional single-family home styles, elevations and floor plans as long as they are generally consistent with the elevations attached hereto as Exhibit C.

7. IMPACT FEES, DONATIONS AND FEES.

7.1 VILLAGE FEES. DEVELOPER shall pay the development related impact fees identified on **Exhibit D** (the "Fees" or "Fee") (including, but not limited to, school and park land/cash fees, library donation fee, fire donation fee, and public safety donation fee). Other than as listed on Exhibit D and the VILLAGE's currently applicable building permit fees, occupancy permit fees, sewer and water connection fees, building plan review and inspection fees, engineering plan review and other consultant's fees) which shall be paid at the time of Building Permit or Certificate of Occupancy issuance, as applicable no other VILLAGE fees shall be applicable to the Subject Property. No Fee

shall not be increased for a period of five (5) years from recording of this Agreement. Any Fee reductions which are customarily and generally applicable throughout the VILLAGE as established from time to time by the VILLAGE shall be applicable and accrue to the benefit of the Subject Property.

7.2 TIMBERLINE DRIVE SIDEWALK. DEVELOPER shall have no obligation to install sidewalk or path along any portion of Timberline Drive. Notwithstanding anything herein to the contrary, DEVELOPER agrees that prior to recording the first final plat of subdivision, DEVELOPER shall escrow with the Village funds for the Village to utilize in the future to construct a public path along Timberline Drive located north of the Timberline Drive/Copper Ridge access point to the far northern property line of the Subject Property. The amount of the escrowed funds shall be one hundred percent (100%) of the Developer's engineer's estimate of probable costs for said path which is $27,625.00. At any time as deemed appropriate by the VILLAGE, the VILLAGE shall use said funds to install said path. Should the VILLAGE for any reason not commence actual physical construction of the path within four (4) years of the date of this Agreement, the VILLAGE shall immediately refund the path escrow funds to the DEVELOPER. Other than posting said escrow DEVELOPER shall have no further obligation with respect to path construction or contributions for path along Timberline Drive.

8. MODELS/SALES AND OFFICE TRAILERS.

Following approval of this Agreement, and approval by the Lemont Fire Protection District, DEVELOPER shall have the right to construct up to eight (8) model

homes and other appurtenant facilities on the Subject Property, including signs, banners, flagpoles, etc. on the model home lot(s) and in or adjacent to the right-of-way of the Subdivision entrances on Timberline Drive. Two (2) of such model homes may be used as a sales office or offices. In addition, up to six (6) construction trailers may be located on the Subject Property and used for storage.

9. BUILDING PERMITS/ OCCUPANCY CERTIFICATES.

9.1 BUILDING PERMITS. The VILLAGE shall issue building permits within fifteen (15) business days of application therefore, or issue a letter of denial within said period informing DEVELOPER specifically as to what corrections are necessary as a condition to the issuance of a building permit and specifying the section of any applicable code relied upon by the VILLAGE in its request for correction. Prior to issuance of the first building permit, the VILLAGE and DEVELOPER shall work together to review and approve a master plan set of architectural plans to help expedite the building permit review process.

9.2 OCCUPANCY CERTIFICATES. The VILLAGE shall issue to DEVELOPER temporary or final occupancy certificates within five (5) business days of application therefor or issue a letter of denial within said period informing DEVELOPER as to what corrections are necessary as a condition to the issuance of a certificate and specifying the section of any applicable code relied upon by the VILLAGE in its request for correction. DEVELOPER's inability, due to adverse weather conditions, to install driveways, service walks, sidewalks, stoops, landscaping and final grading, shall not delay the issuance of a temporary certificate of occupancy provided DEVELOPER

delivers additional security to the VILLAGE (that is similar in nature and form to the Subdivision Security) to assure the completion of said unfinished items. Once unfinished items have been completed and approved by the VILLAGE Engineer and Building Commissioner, the VILLAGE shall issue final occupancy certificates within the time prescribed herein and release the above described security.

10. VILLAGE ORDINANCES, CODES, RULES AND REGULATIONS.

10.1 AMENDMENTS. If, from time to time during the term of this Agreement, the provisions of any existing ordinances, codes, rules or regulations are amended or modified so as to impose requirements upon the construction of the Subject Property, or the construction of dwelling units or other improvements thereon or in connection therewith, which are more stringent than those existing as of the Effective Date, such amendment or modification shall not be effective as applied to the Subject Property for a period of five (5) years from the date of approval.

11. GENERAL PROVISIONS.

11.1 DORMANT SPECIAL SERVICE AREA. A dormant special service area will be established over the Subject Property, with the cooperation and participation of DEVELOPER to insure the maintenance in a first-rate condition for any common areas and retaining walls owned by the homeowner's association. The Village will have the right to activate the dormant special service area and extend the taxes upon failure of the homeowner's association to maintain the common areas and retaining walls in a first class condition.

11.2 RETAINING WALLS. Retaining walls located in the common area outlots, private lot easements, or in the right-of-way shown and depicted on the Engineering Plan shall not be dedicated to the Village and shall be constructed, installed and maintained by the DEVELOPER until such time as the maintenance obligation is transferred to a duly formed homeowner's association. The declaration of the homeowner's association shall contain provisions requirement that the homeowner's association defend and indemnify individual homeowners in the Copper Ridge Subdivision against liability for property damage or personal injury arising out of the maintenance and repair of the retaining walls.

11.3 PARK SITE DEDICATION & TOWNSHIP PATH CONNECTION. DEVELOPER shall dedicate outlot 80, which is approximately 25,000 square feet to the Lemont Park District after construction of the park improvements to be mutually agreed upon between the Lemont Park District and DEVELOPER. Said dedication and park improvements shall be in full satisfaction of any and all financial dedication/contribution requirements to the Lemont Park District. The VILLAGE, at the VILLAGE'S sole cost shall extend the township path system to the southern portion of the Subject Property to connect to outlot 82 which improvement shall be coordinated between the VILLAGE and Lemont Township and installed at a time as mutually agreed between the township and VILLAGE.

11.4 TIME OF ESSENCE/COOPERATION OF PARTIES. Time is of the essence of this Agreement and of each and every provision hereof. The PARTIES shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the VILLAGE, the calling of special meetings, the holding of

additional public hearings and the adoption of ordinances) to further the implementation of the provisions of this Agreement and the intentions of the PARTIES as reflected by the provisions of this Agreement. Specifically, but without limitation, in connection with DEVELOPER's performance of its obligations under this Agreement, the VILLAGE agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies and to cooperate otherwise to the extent necessary to assure DEVELOPER's performance of those obligations.

11.5 CONFLICT WITH ORDINANCES. If any pertinent existing resolutions or ordinances, or interpretations thereof, of the VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the Development.

11.6 TERM. This Agreement shall be binding upon and inure to the benefit of the PARTIES, the successors to DEVELOPER, and any successor municipal authorities of the VILLAGE and successor municipalities, for a period of twenty (20) years commencing with the Effective Date of this Agreement, and for whatever additional period of time agreed to by the PARTIES in writing. In the event the zoning of the Subject Property or the execution and delivery of this Agreement is challenged either directly or indirectly in any court proceeding which shall delay the construction of the Development, the period of time during which such litigation is pending, to the extent permitted by law, shall not be included in calculating such twenty (20) year term.

11.7 ASSIGNABILITY. This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Subject Property provided, however, that DEVELOPER shall not assign its rights or delegate its duties hereunder and such rights shall not inure to subsequent owners of the Subject Property unless the VILLAGE provides its prior written express consent of the proposed assignee of such rights, which consent shall not be unreasonably withheld. The PARTIES agree that it shall be unreasonable for the VILLAGE to withhold its consent if the proposed assignee is an affiliate or entity controlled by DEVELOPER or an unrelated experienced, reputable, qualified and significant DEVELOPER of the type of residential community contemplated in this Agreement. If the DEVELOPER desires the VILLAGE approve an assignment, it shall make such request to the VILLAGE in writing, which request shall identify the proposed assignee, and the DEVELOPER shall provide the VILLAGE with all information reasonably requested by the VILLAGE with respect to the proposed assignee's qualifications.

11.8 NOTICES. All notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxes to the PARTIES at the following facsimile numbers:

(A)	If to VILLAGE:	George Schafer, Village Administrator Village of Lemont 418 Main Street Lemont, Illinois 60439
	With a copy to:	Michael B. Stillman, Esq. Village Attorney

3318 West 95th Street
Evergreen Park, Illinois 60805

(B) If to DEVELOPER: Matthew G. Dill, Manager
Teton Development, LLC
13102 Eliza Court
Lemont, Illinois 60439

With a copy to: Vincent M. Rosanova, Esq.
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, Illinois 60540

Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner specified below. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. mails, in the case of notice set by certified or registered mail.

11.9 SEVERABILITY. If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

11.10 REMEDIES. Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive or otherwise available to any party at law or in equity.

11.11 BREACH OF AGREEMENT. In the event of a material breach of this Agreement, the PARTIES agree that the party alleged to be in breach shall have thirty (30) days notice of said breach to correct the same prior to the non-breaching party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

11.12 DEFAULT CURE. If any of the PARTIES shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or any extension of said thirty (30) day period if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default.

11.13 NO WAIVER. The failure of any of the PARTIES to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

11.14 INTEGRATION/EXHIBITS. This Agreement constitutes the entire agreement and understanding of the PARTIES relative to the subject matter hereof superseding all prior agreements, understandings and negotiations (all of which are expressly merged herein). All exhibits to this Agreement are incorporated herein by this reference thereto.

12. EFFECTIVE DATE.

The "Effective Date" of this Agreement shall be the date this agreement is approved by the Village Board of Lemont and signed by both the VILLAGE and DEVLOPER.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement this

_____ day of _____, 2022.

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By:_____
Mayor

Attest:_____
Village Clerk

DEVELOPER: TETON DEVELOPMENT, LLC.,
an Illinois limited liability company

BY:_____

ITS: _____

BY:_____

ITS: _____

Exhibits

A – Legal Description of Subject Property
B – Approved Final Development Plans
C – Approved Elevations
D – Applicable Fees

EXHIBIT H

Donation Agreement

DONATION AGREEMENT

This **Donation Agreement** (the "**Agreement**") is entered into as of this _____ day of _____, 2022, by and between **Teton Development, LLC**, an Illinois limited liability company (the "**Donor**") and the **Village of Lemont**, an Illinois municipal corporation (the "**Donee**").

R E C I T A L S

A. Donor owns certain Property comprising approximately +/- 69 acres located in the Village of Lemont, Illinois, as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference, together with all rights, privileges, and appurtenances belonging thereto (the "**Property**").

B. Donor has offered to donate the portion of the Property ("Village Property"), as more specifically described in **Exhibit "A-1"** to Donee, and Donee is willing to accept to Village Property as a charitable donation, subject to the terms and conditions herein.

C. Donee is a municipality of the State of Illinois and the transaction described herein will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended.

D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Village Property from Donor.

A G R E E M E N T

1. **Donation.** Donor agrees to donate the Village Property to Donee and Donee agrees to accept the Village Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Village Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 12 of this Agreement.

2. **Donation Value.** Donor and Donee agree that the fair cash market value of the donated Village Property is $750,000.00, being the value set forth in the appraisal report attached as **Exhibit "B"**.

3. **Conveyance.** Donor shall transfer title to Donee on the Closing Date via special warranty deed subject only to: (a) general real estate taxes not due and payable as of the date of the Closing (hereafter defined); (b) acts of Donee and those parties acting through or for Donee; (c) zoning laws, statutes and ordinances; and (d) those additional matters set forth on the a title

commitment to be obtained by Donor in accordance with Paragraph 7 below which shall be attached hereto as **Exhibit "C"** hereto.

4. **Closing.**

a) The consummation of the transaction herein described (hereinafter referred to as the "Closing") shall be on or before the 31st day of December, 2022, at the office of the Chicago Title Insurance Company ("CITC") in Naperville, Illinois or at such other time or location as is acceptable to Donor and Donee. At the Closing, the parties shall deliver all documents required by this Agreement.

b) The transaction herein contemplated shall be closed through an escrow with CTIC, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by said company, with such special provisions inserted in the escrow agreement to permit an immediate ("New York-Style") closing and as otherwise may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the closing costs and delivery of the Deed shall be made through the escrow and the cost of said escrow shall be shared equally by the parties.

c) At the Closing, Donor shall deliver to Donee the following documents and tender the following performance:

i) A Special Warranty Deed ("Deed"), conveying title to the Village Property, in the condition required herein, to Donee;

ii) An Illinois Transfer Declaration;

iii) Any transfer declaration or other documentation required to comply with any local real estate transfer ordinance as to the conveyance of the Property;

iv) An ALTA statement in the form customarily required by CTIC;

v) A so-called GAP Undertaking in the form customarily required by CTIC in order to conduct the Closing as a so-called "New York Style" closing, together with such affidavits as are customarily required by CTIC in connection with issuance of an Owner's Title Insurance Policy, should Donee choose to purchase such policy, including a mechanics' lien and judgment affidavit;

vi) proof of payment for the 2021 real estate taxes, and a proration credit for the estimated 2022 real estate taxes for the period from January 1, 2022 to the date of Closing; and

vii) Such other documents and performance as may be expressly required of Donor hereunder and reasonably inferred herefrom in order to cause Donor to comply with its obligations hereunder.

d) At the Closing, Donee shall procure or deliver to Donor the following documents and tender the following performance:

i) An ALTA Statement in the form customarily required by CTIC;

ii) Such affidavits as are customarily required by the Title Insurer in connection with issuance of the Owner's Title Policy, should Donee choose to purchase such policy;

iii) A "bring-down" certificate, executed by Donee or its agent, stating that Donee's representations and warranties contained herein are true and correct as of the Closing Date or, alternatively, stating which of said representations and/or warranties are no longer true and correct as of the Closing Date (along with a specific explanation for such statement);

iv) Payment to the Title Insurer for Donee's portion of fees for escrow closing and recording services, and for any owner's title insurance that the Donee may elect to obtain; and

v) Payment for the cost of the survey, unless Donee provides proof of payment prior to closing, and

vi) Such other documents and performance as may be expressly required of Donee hereunder and reasonably inferred herefrom in order to cause Donee to comply with its obligations hereunder.

e) At the Closing, Donor and Donee shall jointly execute and deliver to each other:

i) All transfer declarations required by law to be jointly executed by the parties; and

ii) IRS Form 8283 entitled "Noncash Charitable Contributions", reflecting the stipulated fair cash market value, executed by the Donor and Donee.

5. **Survey.** Donee, and not Donor, shall procure any survey required by Donee.

6. **Entry; Inspections.** Donor grants to the Donee and its officers, directors, employees, shareholders, members, partners, consultants, contractors and agents (the "Village Parties") a license to enter the Village Property, after the Effective Date, until the termination of this Agreement, for the limited purpose of inspecting the Village Property in accordance with the provisions of this section. All information, studies and reports obtained by Donee shall be kept confidential. Any entry, inspection and related activities by the Donee and the Village Parties are at their own respective risk. The Donee will give Donor reasonable advance notice prior to entry to the Village Property, and Donor may have its representative present during any entry. The Donee will restore any damage to the Village Property caused by entry, activities and inspections by the Donee or the Village Parties. Further, the Donee

will indemnify, defend and hold Donor and its successors and assigns harmless against and from all liabilities, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' and expert witness fees, sustained or incurred by Donor or its affiliates, successors or assigns as a result of or arising out of or by virtue of: any entry, investigations, examinations, inspections and tests on or to the Village Property, and any mechanics' liens arising out of those entry, investigations, examinations, inspections and tests. The Donee's obligations under this section survive Closing, termination of this Agreement, and signing and delivery of the Deed (defined below). "Reports" means any reports generated by any engineers, technicians, or consultants generated with respect to the Village Property. This Contract is conditioned on Donee's acceptance of the condition of the Village property following any inspection.

7. **Examination of Title.** Within 45 days after the Effective Date, Donor shall deliver or cause to be delivered to the Donee and its attorney (a) a commitment for a ALTA owner's policy of title insurance covering the Village Property ("Title Commitment"), along with copies of all instruments shown as exceptions or referred to in the commitment (collectively, the "Title Documents"). The Donee may make any objections to the title to the Village Property as reflected by the Title Documents, any other matters of record, in writing to Donor, provided that if such objections are not made within 14 days after the Village receives the last of the Title Documents, then they are deemed to have been waived. Any matters "Title Objection" means any timely and properly made objection to title under this Section.

8. **Correction of Title and Title Condition.** Donor will be allowed 30 days to cure any Title Objections. The Closing will be postponed as necessary under this Section. Donor has no obligation to cure any Title Objection, and Donor may give the Village notice during that 30 day period that it is not curing any Title Objection. If any Title Objection is not corrected by Donor within 30 days after the date on which the Donee gives written objections to title, then the Donee has the option to terminate this Agreement as its sole remedy, which option may be exercised only by the Donee giving written notice to Donor within five days after the end of that 30 day period, time being of the essence. The Donee is automatically deemed to have waived all uncured Title Objections if the Donee does not timely and properly exercise its option to terminate. Upon curing or waiver of all Title Objections, the Closing shall occur on the later of the Scheduled Closing Date or five days after all Title Objections are cured or waived.

9. **Approval by Village Board.** This Agreement is contingent upon its approval by the Lemont Board of Trustees within ninety (90) days of the date of Effective Date of this Agreement by Donee. In the event that the Lemont Board of Trustees fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Contract. Additionally, for any reason or no reason and at any time prior to closing, Donee may elect to terminate this Agreement at which time this Agreement shall be deemed null and void without any further force or effect except for

Donee's restoration and confidentiality obligations. In the event Donee so terminates this Agreement, Donee shall have no obligation to accept title to the Village Property.

10. It is hereby agreed that (i) Donor has made no representations or warranties concerning the Physical Condition (as hereafter defined) of the Village Property except as may be expressly contained in this Agreement and (ii) Donee has agreed to accept the Village Property in its "as is / where is" condition. Accordingly, the parties do further agree that, from and after the Closing hereunder:

a) The Donor shall have no responsibility for the repair, replacement or correction of, or for any response or corrective actions or remediation of any Physical Condition (as hereafter defined) at, on, under or about the Premises is hereafter defined); and

b) The Donee hereby waives and releases any claim for contribution against, and covenants not to sue the Donor, whether asserted directly or indirectly, and whether in the nature of an action for contribution, third party proceeding or any other action or proceeding whatsoever, for all damages, regardless of when same might arise or accrue, including, by way of example only, claims and causes of actions in cost recovery, contribution or seeking equitable remedies, such as declaratory or injunctive relief, arising under the Comprehensive Environmental Response and Liability Act, 42 USC § 9601 et seq., Solid Waste Disposal Act, 42 USCA § 6901 et seq., Federal Water Pollution Control Act, 33 USCA § 1251 et seq., and the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and common law. As well as punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses (collectively "Claims") arising out of or in connection with any Physical Condition (as defined in Section 10(d) below) or environmental law or with the migration of any such Physical Condition to any other site or location; and

c) The Donee, for itself and its successors, assigns and grantees, hereby covenants and agrees that in consideration of this Agreement neither the Donee nor its successors or assigns shall directly or indirectly sue Donor for any Claims with respect to, or arising out of any Physical Condition (as hereafter defined) or other condition of, or situation existing with respect to the Premises or any Environmental Law (as hereafter defined). (The covenant and agreement of the Donee as set forth in the preceding sentence shall hereinafter be called the "Covenant Not To Sue"). The parties hereto understand and agree that the Donee's Covenant Not To Sue as stated herein does not (i) apply to any breach by Donor of any of the Donor's representations as are set forth in this Agreement or to any action taken by the Donee to enforce any contractual obligations of the Donor as may be specifically set forth in this Agreement, and (ii) constitute an agreement or undertaking by Donee to indemnify Donor from third-party claims ; provided, however, that the Donee agrees not to assign any claims against Donor to any third parties.

d) For Purposes of this Section:

i) "Physical Condition" shall mean any condition or situations existing on, under, at or about the Premises, the groundwater, sub-surface water, and / or the underground soil and geologic condition thereunder, as of the date of the execution of this Agreement which (i) constitutes any structural or mechanical defect in or violation of any code, law, ordinance or regulation with respect to the building, mechanical systems, site improvements or other improvements on the Property or (ii) constitutes a violation of any State of Illinois or federal Environmental Law, regulation or ordinance and/or and which does or reasonably might form the basis of any public or private claim or cause of action for the clean-up or remediation as a result of the release, threatened release, migration or the existence of any contaminants, pollutants, toxic or hazardous substances or wastes, petroleum and petroleum by-products, crude oil or any fraction thereof, chemicals, wastes or substance (including, without limitation, regulated substances and hazardous waste and hazardous substances as such terms as commonly used and understood within the framework of existing federal and Illinois Environmental Laws and regulations).

ii) "Premises" shall mean the Village Property described in this Agreement together with the sub soils, geologic formations and groundwater thereunder.

iii) "Environmental Law" shall mean any federal or State of Illinois law, statute, regulation, rule, order, decree, judgment or direction concerning environmental protection or health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, and the Illinois Environmental Protection Act, as amended.

iv) "Donor" shall mean the party designated herein and such party's heirs, personal representatives, successors, assigns, and grantees, and if such party is an entity, then additionally such party's officers, employees, agents, partners, shareholders, directors, members and or managers.

11. **Donee's Acknowledgments & Plat Amendments.** Donee acknowledges that Donee is accepting the Property solely in reliance on Donee's own investigation, and the Village Property is in "as is, where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the Agreement of Donor herein, and except as otherwise specified herein, Donor makes and has made no representations of warranties, express or implied, or arising by operation of law, including, but no limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to any property or any matter related thereto.

Donee and Donor further acknowledge that Donor is in the process of seeking final plat of subdivision approval from the Village to Subdivide the Village Property described in Exhibit

A-1 and create a legal lot of record which shall be finalized prior to Closing. The Donor and Donee agree that based upon final engineering comments anticipated from the Village Engineer and MWRD the dimensions of the Village Parcel may be subject to modification. In the event the dimensions of the Village Parcel are so modified the Donor and Donee agree to amend this Agreement to modify the legal description of the Village Parcel consistent with said future modifications.

12. **Release and Indemnity.** Donee fully releases and discharges Donor from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor which arise out of or are in any way connected with the condition of the Property.

13. **Representations.**

a) As used in this Section and elsewhere in this Agreement, the phrases "knowledge of the Donor", "best of Donor's Knowledge", and phrases of similar import each shall mean, and each is limited to, the current, actual knowledge, without independent investigation, of the Donor.

b) Donor hereby warrants and represents to Donee (with such representations and warranties to be re-made as of Closing) as follows:

i) Donor has received no written notice of, and to the knowledge of Donor there are no, special assessments, condemnation, environmental, zoning or other land use regulation proceedings either pending or planned to be instituted with respect to the Village Property or any part thereof.

ii) This Agreement has been, and all the documents to be delivered by Donor to Donee at Closing are or shall be, duly authorized, executed, and delivered by Donor, shall be sufficient to convey insurable title and are legal, valid, and binding obligations of Donor, are enforceable in accordance with their respective terms. Donor has the power and authority to consummate the transactions contemplated by this Agreement.

iii) Except as otherwise disclosed in any documents provided by Donor to Donee, there are no agreements or contracts affecting the Village Property (including, without limitation, any management, leasing, service or maintenance agreements) which are not terminable at will by Donee without further liability upon not more than 30 days' prior written notice.

iv) The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, does not and shall not constitute a default under any contract, lease, or agreement to which Donor is a party or by which Donor is bound.

v) Except as otherwise disclosed in any documents provided by Donor to Donee, there is no action, suit or proceeding pending or, to Donor's knowledge, threatened against or affecting the Property or any portion thereof, or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, or municipal department, commission, board, bureau or agency or other governmental

instrumentality. Donor has received no notice asserting the existence on the Village Property of, and has not done anything to create on the Village Property a Recognized Environmental Condition (as defined in Section 1.1.1 of the ASTM E1527 - 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process).

c) All representations contained in this Section 13 shall be deemed remade as of the date of Closing and shall survive the Closing for a period of 180 days.

14. **General Provisions.**

a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties except that Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

b) **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the donation of the Property, and supersedes all prior written or oral agreements between the parties. No addition to or modification of any term or provision shall be effective unless in writing and signed by both Donor and Donee.

c) **Time of the Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Agreement by the party failing to so perform.

d) **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of the this Agreement.

e) **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

f) **No Third Party Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.

g) **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same of any other provision.

h) **Captions.** The captions and section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the sections of this Agreement.

i) **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.

j) **No Presumption.** This Agreement is and shall be deemed and construed to be the joint and collective work product of Donee and Donor and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

k) **Notices.** All notices herein required shall be in writing and shall be served on the parties at the following addresses:

If to Donor:	Matthew G. Dill, Manager Teton Development, LLC 13102 Eliza Court Lemont, Illinois 60439
With a copy to:	Vincent M. Rosanova, Esq. Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540
If to Donee:	Village of Lemont Attn: Village Manager George J. Schafer 418 Main Street Lemont, IL 60439 Fax: 630-243-0958
With a copy to:	Michael B, Stillman, Esq. Odelson Sterk, Ltd. 3318 West 95th Street Evergreen Park, Illinois 60805 Fax 708-741-5053

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after the date of deposit, postage prepaid in the U.S. mail or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after the date of deposit with such courier or (c) by facsimile transmission to the parties at the facsimile numbers set forth above followed the same day with the mailing of a copy of such notice, by regular mail, to the parties at the foregoing addresses, in which case notice shall be deemed delivered upon electronic verification that transmission to the recipient was completed prior to 5:00 p.m. CST on a business day, and if not, then the next business day or (d) by personal delivery, in which case notice shall be when received. The above addresses and facsimile numbers may be changed

by notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Notice on behalf of any party may be given by such party or its counsel to the other party and / or its counsel.

[Signatures on the next page]

EXECUTED on the date first written above.

DONEE:
VILLAGE OF LEMONT

Signature: _____
Print Name: John Egofske
Title: Mayor

Attest: _____
Charlene Smollen, Village Clerk

DONOR:
Teton Development, LLC

Signature: _____
Print Name: Mathew G. Dill
Title: Manager

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance Approving a Donation Agreement with Teton Development, LLC (Copper Ridge Residential Development)
DATE: January 24, 2022

SUMMARY/BACKGROUND
The property owner, Teton Development, LLC, is requesting approval of a Donation Agreement for a 30.09 acre parcel west of a proposed Planned Unit Development (PUD) with a rezoning of a portion of the subject property to allow for a 79-unit mixed single-family home, duplex and triplex subdivision, Copper Ridge. Teton Development, LLC is a subsidiary of Beechen & Dill Homes with active and completed subdivisions in Lemont and the surrounding communities.

The Village of Lemont has engaged an environmental consultant to perform a Phase I Environmental Site Assessment (ESA). Additionally, the property owner provided the Village with the Phase I ESA they had before acquiring the property. The Phase I completed for the owner states, "the Phase I ESA has revealed no evidence of Recognized Environmental Conditions (RECs), Controlled RECs (CRECs) or Vapor Encroachment Conditions (VECs) associated with the subject property." While minor debris was noted, no further action was recommended.

A public hearing was held at the regularly scheduled Planning and Zoning Commission (PZC) Meeting on December 1, 2021. The PZC voted in favor (7-0) to recommend with conditions.

The Committee of the Whole discussed this case at the December 20, 2021 meeting.

ANALYSIS
The Comprehensive Plan future land use designates the subject property as Contemporary Neighborhood (CTP) with a Conservation Design Overlay. The proposed Copper Ridge subdivision was found to be sufficiently consistent with the future land use goals and other recommendations in the plan.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the Donation Agreement.

BOARD ACTION REQUESTED
Motion to approve.

ATTACHMENTS

An Ordinance Approving a Donation Agreement with Teton Development, LLC

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE APPROVING A DONATION AGREEMENT WITH TETON DEVELOPMENT, LLC

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. O-_____-22

AN ORDINANCE APPROVING A DONATION AGREEMENT WITH TETON DEVELOPMENT, LLC

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

WHEREAS, the Village is desirous to enter into a donation agreement with Teton Development, LLC for a 30.09 acres lot located in the Village of Lemont, Illinois, as more specifically described in the donation agreement attached as **Exhibit "A"** ("Agreement"); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with Teton Development, LLC.

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

SECTION 1: RECITALS.

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

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Agreement with Teton Development, LLC in substantially the same form as attached hereto as Exhibit A, subject to attorney review, and any applicable competitive bidding requirements are hereby waived, if necessary.

SECTION 3:

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

SECTION 4:

All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5:

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	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

DONATION AGREEMENT

This **Donation Agreement** (the "**Agreement**") is entered into as of this _____ day of _____, 2022, by and between **Teton Development, LLC**, an Illinois limited liability company (the "**Donor**") and the **Village of Lemont**, an Illinois municipal corporation (the "**Donee**").

R E C I T A L S

A. Donor owns certain Property comprising approximately +/- 69 acres located in the Village of Lemont, Illinois, as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference, together with all rights, privileges, and appurtenances belonging thereto (the "**Property**").

B. Donor has offered to donate the portion of the Property ("Village Property"), as more specifically described in **Exhibit "A-1"** to Donee, and Donee is willing to accept to Village Property as a charitable donation, subject to the terms and conditions herein.

C. Donee is a municipality of the State of Illinois and the transaction described herein will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended.

D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Village Property from Donor.

A G R E E M E N T

1. **Donation.** Donor agrees to donate the Village Property to Donee and Donee agrees to accept the Village Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Village Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 12 of this Agreement.

2. **Donation Value.** Donor and Donee agree that the fair cash market value of the donated Village Property is $750,000.00, being the value set forth in the appraisal report attached as **Exhibit "B"**.

3. **Conveyance.** Donor shall transfer title to Donee on the Closing Date via special warranty deed subject only to: (a) general real estate taxes not due and payable as of the date of the Closing (hereafter defined); (b) acts of Donee and those parties acting through or for Donee; (c) zoning laws, statutes and ordinances; and (d) those additional matters set forth on the a title

commitment to be obtained by Donor in accordance with Paragraph 7 below which shall be attached hereto as **Exhibit "C"** hereto.

4. **Closing.**

a) The consummation of the transaction herein described (hereinafter referred to as the "Closing") shall be on or before the 31st day of December, 2022, at the office of the Chicago Title Insurance Company ("CITC") in Naperville, Illinois or at such other time or location as is acceptable to Donor and Donee. At the Closing, the parties shall deliver all documents required by this Agreement.

b) The transaction herein contemplated shall be closed through an escrow with CTIC, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by said company, with such special provisions inserted in the escrow agreement to permit an immediate ("New York-Style") closing and as otherwise may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the closing costs and delivery of the Deed shall be made through the escrow and the cost of said escrow shall be shared equally by the parties.

c) At the Closing, Donor shall deliver to Donee the following documents and tender the following performance:

i) A Special Warranty Deed ("Deed"), conveying title to the Village Property, in the condition required herein, to Donee;

ii) An Illinois Transfer Declaration;

iii) Any transfer declaration or other documentation required to comply with any local real estate transfer ordinance as to the conveyance of the Property;

iv) An ALTA statement in the form customarily required by CTIC;

v) A so-called GAP Undertaking in the form customarily required by CTIC in order to conduct the Closing as a so-called "New York Style" closing, together with such affidavits as are customarily required by CTIC in connection with issuance of an Owner's Title Insurance Policy, should Donee choose to purchase such policy, including a mechanics' lien and judgment affidavit;

vi) proof of payment for the 2021 real estate taxes, and a proration credit for the estimated 2022 real estate taxes for the period from January 1, 2022 to the date of Closing; and

vii) Such other documents and performance as may be expressly required of Donor hereunder and reasonably inferred herefrom in order to cause Donor to comply with its obligations hereunder.

d) At the Closing, Donee shall procure or deliver to Donor the following documents and tender the following performance:

i) An ALTA Statement in the form customarily required by CTIC;

ii) Such affidavits as are customarily required by the Title Insurer in connection with issuance of the Owner's Title Policy, should Donee choose to purchase such policy;

iii) A "bring-down" certificate, executed by Donee or its agent, stating that Donee's representations and warranties contained herein are true and correct as of the Closing Date or, alternatively, stating which of said representations and/or warranties are no longer true and correct as of the Closing Date (along with a specific explanation for such statement);

iv) Payment to the Title Insurer for Donee's portion of fees for escrow closing and recording services, and for any owner's title insurance that the Donee may elect to obtain; and

v) Payment for the cost of the survey, unless Donee provides proof of payment prior to closing, and

vi) Such other documents and performance as may be expressly required of Donee hereunder and reasonably inferred herefrom in order to cause Donee to comply with its obligations hereunder.

e) At the Closing, Donor and Donee shall jointly execute and deliver to each other:

i) All transfer declarations required by law to be jointly executed by the parties; and

ii) IRS Form 8283 entitled "Noncash Charitable Contributions", reflecting the stipulated fair cash market value, executed by the Donor and Donee.

5. **Survey.** Donee, and not Donor, shall procure any survey required by Donee.

6. **Entry; Inspections.** Donor grants to the Donee and its officers, directors, employees, shareholders, members, partners, consultants, contractors and agents (the "Village Parties") a license to enter the Village Property, after the Effective Date, until the termination of this Agreement, for the limited purpose of inspecting the Village Property in accordance with the provisions of this section. All information, studies and reports obtained by Donee shall be kept confidential. Any entry, inspection and related activities by the Donee and the Village Parties are at their own respective risk. The Donee will give Donor reasonable advance notice prior to entry to the Village Property, and Donor may have its representative present during any entry. The Donee will restore any damage to the Village Property caused by entry, activities and inspections by the Donee or the Village Parties. Further, the Donee

will indemnify, defend and hold Donor and its successors and assigns harmless against and from all liabilities, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' and expert witness fees, sustained or incurred by Donor or its affiliates, successors or assigns as a result of or arising out of or by virtue of: any entry, investigations, examinations, inspections and tests on or to the Village Property, and any mechanics' liens arising out of those entry, investigations, examinations, inspections and tests. The Donee's obligations under this section survive Closing, termination of this Agreement, and signing and delivery of the Deed (defined below). "Reports" means any reports generated by any engineers, technicians, or consultants generated with respect to the Village Property. This Contract is conditioned on Donee's acceptance of the condition of the Village property following any inspection.

7. **Examination of Title.** Within 45 days after the Effective Date, Donor shall deliver or cause to be delivered to the Donee and its attorney (a) a commitment for a ALTA owner's policy of title insurance covering the Village Property ("Title Commitment"), along with copies of all instruments shown as exceptions or referred to in the commitment (collectively, the "Title Documents"). The Donee may make any objections to the title to the Village Property as reflected by the Title Documents, any other matters of record, in writing to Donor, provided that if such objections are not made within 14 days after the Village receives the last of the Title Documents, then they are deemed to have been waived. Any matters "Title Objection" means any timely and properly made objection to title under this Section.

8. **Correction of Title and Title Condition.** Donor will be allowed 30 days to cure any Title Objections. The Closing will be postponed as necessary under this Section. Donor has no obligation to cure any Title Objection, and Donor may give the Village notice during that 30 day period that it is not curing any Title Objection. If any Title Objection is not corrected by Donor within 30 days after the date on which the Donee gives written objections to title, then the Donee has the option to terminate this Agreement as its sole remedy, which option may be exercised only by the Donee giving written notice to Donor within five days after the end of that 30 day period, time being of the essence. The Donee is automatically deemed to have waived all uncured Title Objections if the Donee does not timely and properly exercise its option to terminate. Upon curing or waiver of all Title Objections, the Closing shall occur on the later of the Scheduled Closing Date or five days after all Title Objections are cured or waived.

9. **Approval by Village Board.** This Agreement is contingent upon its approval by the Lemont Board of Trustees within ninety (90) days of the date of Effective Date of this Agreement by Donee. In the event that the Lemont Board of Trustees fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Contract. Additionally, for any reason or no reason and at any time prior to closing, Donee may elect to terminate this Agreement at which time this Agreement shall be deemed null and void without any further force or effect except for

Donee's restoration and confidentiality obligations. In the event Donee so terminates this Agreement, Donee shall have no obligation to accept title to the Village Property.

10. It is hereby agreed that (i) Donor has made no representations or warranties concerning the Physical Condition (as hereafter defined) of the Village Property except as may be expressly contained in this Agreement and (ii) Donee has agreed to accept the Village Property in its "as is / where is" condition. Accordingly, the parties do further agree that, from and after the Closing hereunder:

a) The Donor shall have no responsibility for the repair, replacement or correction of, or for any response or corrective actions or remediation of any Physical Condition (as hereafter defined) at, on, under or about the Premises is hereafter defined); and

b) The Donee hereby waives and releases any claim for contribution against, and covenants not to sue the Donor, whether asserted directly or indirectly, and whether in the nature of an action for contribution, third party proceeding or any other action or proceeding whatsoever, for all damages, regardless of when same might arise or accrue, including, by way of example only, claims and causes of actions in cost recovery, contribution or seeking equitable remedies, such as declaratory or injunctive relief, arising under the Comprehensive Environmental Response and Liability Act, 42 USC § 9601 et seq., Solid Waste Disposal Act, 42 USCA § 6901 et seq., Federal Water Pollution Control Act, 33 USCA § 1251 et seq., and the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and common law. As well as punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses (collectively "Claims") arising out of or in connection with any Physical Condition (as defined in Section 10(d) below) or environmental law or with the migration of any such Physical Condition to any other site or location; and

c) The Donee, for itself and its successors, assigns and grantees, hereby covenants and agrees that in consideration of this Agreement neither the Donee nor its successors or assigns shall directly or indirectly sue Donor for any Claims with respect to, or arising out of any Physical Condition (as hereafter defined) or other condition of, or situation existing with respect to the Premises or any Environmental Law (as hereafter defined). (The covenant and agreement of the Donee as set forth in the preceding sentence shall hereinafter be called the "Covenant Not To Sue"). The parties hereto understand and agree that the Donee's Covenant Not To Sue as stated herein does not (i) apply to any breach by Donor of any of the Donor's representations as are set forth in this Agreement or to any action taken by the Donee to enforce any contractual obligations of the Donor as may be specifically set forth in this Agreement, and (ii) constitute an agreement or undertaking by Donee to indemnify Donor from third-party claims ; provided, however, that the Donee agrees not to assign any claims against Donor to any third parties.

d) For Purposes of this Section:

i) "Physical Condition" shall mean any condition or situations existing on, under, at or about the Premises, the groundwater, sub-surface water, and / or the underground soil and geologic condition thereunder, as of the date of the execution of this Agreement which (i) constitutes any structural or mechanical defect in or violation of any code, law, ordinance or regulation with respect to the building, mechanical systems, site improvements or other improvements on the Property or (ii) constitutes a violation of any State of Illinois or federal Environmental Law, regulation or ordinance and/or and which does or reasonably might form the basis of any public or private claim or cause of action for the clean-up or remediation as a result of the release, threatened release, migration or the existence of any contaminants, pollutants, toxic or hazardous substances or wastes, petroleum and petroleum by-products, crude oil or any fraction thereof, chemicals, wastes or substance (including, without limitation, regulated substances and hazardous waste and hazardous substances as such terms as commonly used and understood within the framework of existing federal and Illinois Environmental Laws and regulations).

ii) "Premises" shall mean the Village Property described in this Agreement together with the sub soils, geologic formations and groundwater thereunder.

iii) "Environmental Law" shall mean any federal or State of Illinois law, statute, regulation, rule, order, decree, judgment or direction concerning environmental protection or health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, and the Illinois Environmental Protection Act, as amended.

iv) "Donor" shall mean the party designated herein and such party's heirs, personal representatives, successors, assigns, and grantees, and if such party is an entity, then additionally such party's officers, employees, agents, partners, shareholders, directors, members and or managers.

11. **Donee's Acknowledgments & Plat Amendments.** Donee acknowledges that Donee is accepting the Property solely in reliance on Donee's own investigation, and the Village Property is in "as is, where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the Agreement of Donor herein, and except as otherwise specified herein, Donor makes and has made no representations of warranties, express or implied, or arising by operation of law, including, but no limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to any property or any matter related thereto.

Donee and Donor further acknowledge that Donor is in the process of seeking final plat of subdivision approval from the Village to Subdivide the Village Property described in Exhibit

A-1 and create a legal lot of record which shall be finalized prior to Closing. The Donor and Donee agree that based upon final engineering comments anticipated from the Village Engineer and MWRD the dimensions of the Village Parcel may be subject to modification. In the event the dimensions of the Village Parcel are so modified the Donor and Donee agree to amend this Agreement to modify the legal description of the Village Parcel consistent with said future modifications.

12. **Release and Indemnity.** Donee fully releases and discharges Donor from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor which arise out of or are in any way connected with the condition of the Property.

13. **Representations.**

a) As used in this Section and elsewhere in this Agreement, the phrases "knowledge of the Donor", "best of Donor's Knowledge", and phrases of similar import each shall mean, and each is limited to, the current, actual knowledge, without independent investigation, of the Donor.

b) Donor hereby warrants and represents to Donee (with such representations and warranties to be re-made as of Closing) as follows:

i) Donor has received no written notice of, and to the knowledge of Donor there are no, special assessments, condemnation, environmental, zoning or other land use regulation proceedings either pending or planned to be instituted with respect to the Village Property or any part thereof.

ii) This Agreement has been, and all the documents to be delivered by Donor to Donee at Closing are or shall be, duly authorized, executed, and delivered by Donor, shall be sufficient to convey insurable title and are legal, valid, and binding obligations of Donor, are enforceable in accordance with their respective terms. Donor has the power and authority to consummate the transactions contemplated by this Agreement.

iii) Except as otherwise disclosed in any documents provided by Donor to Donee, there are no agreements or contracts affecting the Village Property (including, without limitation, any management, leasing, service or maintenance agreements) which are not terminable at will by Donee without further liability upon not more than 30 days' prior written notice.

iv) The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, does not and shall not constitute a default under any contract, lease, or agreement to which Donor is a party or by which Donor is bound.

v) Except as otherwise disclosed in any documents provided by Donor to Donee, there is no action, suit or proceeding pending or, to Donor's knowledge, threatened against or affecting the Property or any portion thereof, or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, or municipal department, commission, board, bureau or agency or other governmental

instrumentality. Donor has received no notice asserting the existence on the Village Property of, and has not done anything to create on the Village Property a Recognized Environmental Condition (as defined in Section 1.1.1 of the ASTM E1527 - 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process).

c) All representations contained in this Section 13 shall be deemed remade as of the date of Closing and shall survive the Closing for a period of 180 days.

14. **General Provisions.**

a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties except that Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

b) **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the donation of the Property, and supersedes all prior written or oral agreements between the parties. No addition to or modification of any term or provision shall be effective unless in writing and signed by both Donor and Donee.

c) **Time of the Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Agreement by the party failing to so perform.

d) **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of the this Agreement.

e) **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

f) **No Third Party Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.

g) **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same of any other provision.

h) **Captions.** The captions and section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the sections of this Agreement.

i) **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.

j) **No Presumption.** This Agreement is and shall be deemed and construed to be the joint and collective work product of Donee and Donor and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

k) **Notices.** All notices herein required shall be in writing and shall be served on the parties at the following addresses:

If to Donor:	Matthew G. Dill, Manager Teton Development, LLC 13102 Eliza Court Lemont, Illinois 60439
With a copy to:	Vincent M. Rosanova, Esq. Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540
If to Donee:	Village of Lemont Attn: Village Manager George J. Schafer 418 Main Street Lemont, IL 60439 Fax: 630-243-0958
With a copy to:	Michael B, Stillman, Esq. Odelson Sterk, Ltd. 3318 West 95th Street Evergreen Park, Illinois 60805 Fax 708-741-5053

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after the date of deposit, postage prepaid in the U.S. mail or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after the date of deposit with such courier or (c) by facsimile transmission to the parties at the facsimile numbers set forth above followed the same day with the mailing of a copy of such notice, by regular mail, to the parties at the foregoing addresses, in which case notice shall be deemed delivered upon electronic verification that transmission to the recipient was completed prior to 5:00 p.m. CST on a business day, and if not, then the next business day or (d) by personal delivery, in which case notice shall be when received. The above addresses and facsimile numbers may be changed

by notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Notice on behalf of any party may be given by such party or its counsel to the other party and / or its counsel.

[Signatures on the next page]

EXECUTED on the date first written above.

DONEE:
VILLAGE OF LEMONT

Signature: _____
Print Name: John Egofske
Title: Mayor

Attest: _____
Charlene Smollen, Village Clerk

DONOR:
Teton Development, LLC

Signature: _____
Print Name: Mathew G. Dill
Title: Manager

EXHIBIT A

Description of the Property

LOTS 1-85 AND OUTLOTS A, B, C, D, E. AND F AS SHOWN ON THE FINAL PLAT & P.U.D. OF COPPER RIDGE RECORDED _____, AS DOCUMENT NUMBER _____, BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: (UNDERLYING)
22-30-204-004-0000
22-30-204-009-0000
22-30-203-002-0000
22-30-101-020-0000
22-30-203-001-0000

COMMON ADDRESS: 100 W. NEW AVENUE, LEMONT, IL 60439
40 TIMBERLINE DRIVE, LEMONT, IL 60439

EXHIBIT A-1

Description of Village Property

LOT 85 AS SHOWN ON THE FINAL PLAT & P.U.D. OF COPPER RIDGE RECORDED _____, AS DOCUMENT NUMBER _____, BEING A SUBDIVISION IN PARTS OF THE NORTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: (UNDERLYING)
22-30-203-002-0000
22-30-101-020-0000
22-30-203-001-0000

COMMON ADDRESS: 100 W. NEW AVENUE, LEMONT, IL 60439

EXHIBIT B

Appraisal

OVINGTON
APPRAISAL SERVICE

AN APPRAISAL REPORT

A Single-Family Residential Development Site

LOCATED AT

Lot 85 Copper Ridge Subdivision
Lemont, Illinois 60439

CLIENT

Matt Dill

OVINGTON
APPRAISAL SERVICE

460 Briargate Rd. Suite 200
South Elgin, IL 60177
Phone 847.931.5004

October 28, 2021

Matt Dill
13102 Elize Ct.
Lemont, IL 60439

Re: Lot 85 Copper Ridge
Lemont, Illinois 60439

At your request, we have appraised a real property interest for the above real estate. Our objective was to form one or more opinions about the market value for a 100% ownership interest in the subject property's fee simple estate assuming no liens or encumbrances other than normal covenants and restrictions of record.

As a preview, the subject property physically consists of a 30.09-acre parcel in the proposed Copper Ridge Subdivision. The project is zoned R-5A and R-6 which are single-family and multi-family residential uses. The Lemont Comprehensive plan designates the subject's site for Mixed Use with a Conservation Overlay. The site lacks direct access via a roadway. As such, development of the subject would require access via an assemblage or an easement by necessity with an adjacent parcel.

This valuation contains analyses, opinions, and conclusions along with market data and reasoning appropriate for the scope of work detailed later herein. It was prepared solely for the intended use and intended user(s) explicitly identified in the attached report. Unauthorized users do so at their own risk. The appraisal is communicated in the attached Summary Appraisal Report and conforms to the version of the Uniform Standards of Professional Appraisal Practice (USPAP) in effect on this report's preparation date of October 15, 2021.

This letter is not an appraisal report hence it must not be removed from the attached 68-page report. If this letter is disjoined from the attached appraisal report, then the value opinions set forth in this letter are invalid because the analyses, opinions, and conclusions cannot be properly understood.

In general, valuation of the subject property involves no atypical issues. All value opinions are affected by all the information, extraordinary assumptions, hypotheses, general limiting conditions, facts, descriptions, and disclosures stated in the attached appraisal report. After careful consideration of all factors pertaining to and influencing value, the data and analysis thereof firmly supports the following final value opinion(s) for the subject property as of October 15, 2021:

$750,000 Market Value “As Is”

Lee Ovington, MAI, SRA
Certified General Real Estate Appraiser
Illinois License 553.001203
License Expiration Date: 9/30/2023

Table of Contents

Overview **1**

Salient Information 1
Noteworthy Issues 1

Scope of Work **2**

Scope of Work 2
Introduction *2*
Assignment Elements *2*
Relevant Characteristics *4*
Extent of Services Provided *5*
Other Intended Use Considerations *5*
Miscellaneous Matters *5*
Appraisal Development *6*
Concept Explanations *8*
Report Reliance & Use Restrictions 9
Extraordinary Assumptions & Disclosures 10
Hypothetical Conditions 11
Definition of Market Value 12
Definition of Fair Market Value 13
Assemblage 13
Contingent and Limiting Conditions 14

Disclosures **21**

Professional Standards 21
Competency 21

Area Data **22**

Area Map 22
Area Data 23
Proximity Map 33
Proximity Features 34
Nearby Land Uses 34

Subject Property **35**

Identification of the Property 35
Legal Description 35
Plat Map 36
Plat Map 37
Aerial Map 38
Photographs of Subject 39
Sale History 42
Flood Hazard 42
Environmental Risks 43
Site Description 44
Real Estate Taxes 44
Zoning and Development History 45

Analyses & Conclusions 47

Value Introduction 47
Real Estate Cycles 48
Highest and Best Use 49

Land Value "As Is" 55

Land Value 55
Introduction 55
Analysis 60
Analysis and Conclusion 61
Value Summary 62
Exposure Time 63
Certification 64

Addenda 66

Copyright Protection 68
End of Report 68

♦ Overview • • •

Salient Information		
Property Type	A Residential Development Site	
Real Estate Appraised	Lot 85 Copper Ridge Subdivision Lemont, Illinois 60439	
County	Cook	
Estate Valued	100% of the Fee Simple Estate	
Client	Matt Dill	
Client File Number	None	
Most Likely Buyer	Builder-Developer	
Borrower(s)	None	
Effective Value Date	October 15, 2021	
Report Preparation Date	October 15, 2021	
Value Indications	Cost Approach Sales Comparison Income Approach	Not Developed $750,000 Not Developed
Final Value Conclusion(s)	$750,000	"As Is"

Noteworthy Issues

The subject's site is located in an area of Lemont which has a conservation overlay. The highest and best use of the subject is for residential development. Due to the lack of roadway access, assemblage with an adjacent property or an access easement would be necessary for this use.

♦ Scope of Work • • •

Scope of Work

Introduction

The Uniform Standards of Professional Appraisal Practice (USPAP) defines scope of work as "*the type and extent of research and analysis in an assignment*". Scope of work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is observed;
- the type and extent of data researched; and
- the type and extent of analyses applied to arrive at opinions or conclusions.

Assignment Elements

The purpose of this assignment (the problem to be solved) is to form one or more opinions about value. This purpose necessitates identification of seven assignment elements listed below.

1.	Client Information	
	Client's Name ** Client's Company Name	Matt Dill
	Client's Agent Agent's Company Name	Not Applicable Not Applicable
	Appraiser(s) Engaged By	The Client
	Client's Interest In Property Appraised	Property Owner
2.	Other Intended Users	None
3.	Intended Use Of Report (*To aid*)	Donation
4.	Value Opinion(s) Developed	Market value
	Standard / Definition Of Value Used To Form The Value Opinion(s)	Advisory Opinion 30 of USPAP, which is the same definition as the one in FIRREA.

** *The client is always an intended user.*

Scope of Work

Assignment Elements

5. Key Dates

Effective Value Date *(point in time the value applies)*	October 15, 2021
Report Preparation Date *(date the report was prepared)*	October 28, 2021
Report Date *(date the report was transmitted to the client or the client's agent)*	October 28, 2021
Date Property Appraised Was Observed By One Or More Appraisers Signing This Report	Land Observed October 15, 2021

6. Assignment Conditions

Extraordinary Assumptions	One Or More Apply, Detailed Later Herein
Hypothetical Conditions	One Or More Apply, Detailed Later Herein
Jurisdictional Exceptions	None Used
Expected Public or Private On-Site or Off-Site Improvements Affect Value	Not Expected
Assemblage of Estates or Component Parts Affects Value	Not Expected
Other	None Used

Scope of Work

Relevant Characteristics

The seventh assignment element is relevant characteristics about the property appraised. These characteristics are typically categorized as physical, legal, and economic.

Physical attributes of the property appraised are presented later in the Subject section of this report. Some characteristics are identified below. Atypical issues are listed in the Noteworthy Issues section and may be further detailed elsewhere herein.

Unless specifically stated otherwise, the estate appraised (listed below) assumes no adverse leases, liens or encumbrances other than normal covenants and restrictions of record.

7a. *Physical*

Existing Property Use	Vacant Land
Property Use Reflected In One Or More Value Opinions	Future Development Site or Single-Family Estate Site
Sources of Information About the Property Appraised Included	Online Public Records; Local MLS

7b. *Legal*

Category Of Property Appraised	Real Property
Estate(s) Appraised	Fee Simple
Legal Issues Considered	No Atypical Legal Issues
Environmental Concerns	No Known Environmental Concerns

7c. *Economic*

Effect Of Lease(s) On Value	No Leases Hence Not Applicable
Cost Information	
Type of Reconstruction Cost Used	Reconstruction Cost Not Considered
Source of Reconstruction Cost Information	Not Applicable

Scope of Work

Extent of Services Provided

Number of Final Value Opinions Developed	One
Value Opinion(s) Reflect The Worth Of the Property Appraised	As Is
Extent Of Report Preparation	A Concise Appraisal Report
Other Reporting Requirements	Not Applicable
Extent Of Data Research	Extensive
Data Sources	Local MLS; Private Data Provider Service; Online Public Records
Documents Considered	None
Data Verification	Indirect Method
Extent Of Subject Observation By One Or More Appraisers Signing Report	Just From The Property Periphery Specifics of this viewing, if any, are detailed in the Extraordinary Assumptions & Disclosures section of this report.

Other Intended Use Considerations

Client's Prior Engagement Of Appraisal Services	Few
Loan To Value Ratio	Not Applicable
Atypical Issues	No Atypical Issues
Assignment Complexity	Very Complex
FIRREA Compliance	Fully Compliant
Insurable Value	Insurable Value Is Not An Intended Use

Miscellaneous Matters

Scope of Work Agreement	Retained in Appraiser’s Workfile

Scope of Work

Appraisal Development

Appraisal development is the extent of research and analyses that produce one or more credible opinions of value for one or more specifically identified intended users and an explicitly stated intended use. In this context, credible is defined as "worthy of belief".

Depending upon the intended use, intended users, and agreements between the appraiser and the client, the appraisal development process may include several, but not necessarily all of the following tasks.

- observation of the property appraised
- research for appropriate market data
- data verification
- consideration of influential market area, physical, economic, and governmental factors
- determination of the subject's highest and best use(s), if appropriate
- development of one or more applicable approaches to value
- reconciliation of value indications
- preparation of this report

In most cases, the core valuation process begins with a highest and best use analysis. This is essential because it establishes a framework for the proper selection of comparables. Cited comparables should have the same highest and best use as the property appraised.

Scope of Work

Appraisal Development

If some property modification like new construction is contemplated, a feasibility analysis may be appropriate. In some cases, feasibility may simply be justified by inferred market evidence like low vacancy or rising rents.

According to USPAP, all approaches that are applicable to the interest being appraised and necessary to produce credible results must be developed. The type of highest and best use; extent of feasibility considered; and the relevance of each major approach are listed below.

Highest and Best Use	An Inferred Demand Analysis
Feasibility Analysis *(a more detailed study separate from highest & best use)*	Separate Feasibility Analysis Not Developed
Cost Approach	Not Applicable and Not Included in Report
Sales Comparison	Applicable and Included in Report
Income Approach	Not Applicable and Not Included in Report

Quoting "*The Appraisal of Real Estate*" Thirteenth Edition published by the Appraisal Institute, page 186 says

> *"Highest and best use analysis and feasibility analysis are interrelated, but feasibility analysis may involve data and considerations that are not directly related to highest and best use determinations. Such analyses may be more detailed than highest and best use analysis, have a different focus, or require additional research."*

Applicable and necessary approaches were selected for development after consideration of available market data, intended use, and intended user(s). An approach considered not applicable was omitted because this methodology is not appropriate for the property interest being appraised, or sufficient data to properly develop the approach was not available. Any approach judged not applicable, yet included in this report, was developed solely at our client's request. Data used to develop an inapplicable but included approach has a low to nil degree of comparability to the subject. Hence, no emphasis was given an approach deemed not applicable but included. Furthermore, no liability or responsibility is assumed for an approach considered not applicable but included at the client's request.

Scope of Work

Concept Explanations

Intended use and all intended user(s) should be weighed heavily during the scope of work decision. A single intended user who frequently engages appraisal services is likely very knowledgeable about the appraisal process. For this type user, the appraisal development and reporting for less complex property types might be toward the lower end of the spectrum. By contrast, multiple intended users, especially those with opposing motivations, likely need extensive appraisal development and reporting. Litigation is a prime example when a thorough appraisal development and detailed reporting is warranted.

A loan to value ratio reflects risk. For commercial-grade loans, ratios over 75% are generally regarded as risky. If a contemplated loan is viewed as risky, then the extent of appraisal development and the level of report detail should be more comprehensive. Similarly, more complex properties generally warrant more thorough analyses and more extensive report details.

Prior engagement of appraisal services by a client implies a level of awareness about the appraisal process. A greater awareness may justify a less thorough level of report detail whereas the opposite is true for an individual who has never engaged an appraisal.

A Jurisdictional Exception is an assignment condition, which voids a portion of USPAP that is contrary to law or public policy. When a Jurisdictional Exception applies, only the contrary portion is void. The remainder of USPAP remains in full force and effect. Jurisdiction Exceptions always shrink USPAP, not expand it.

Data verification affects reliability. Direct data verification confirms information used in the report with one or more parties who have in-depth knowledge about physical characteristics for the property being appraised, or related financial details. Indirect verification employs information obtained from a secondary source like a data reporting service, a multiple listing service, or another appraiser. Direct verification is generally more time-consuming and costly, but also more reliable.

Information from all data sources was examined for accuracy, is believed reliable, and assumed reasonably accurate. However, no guaranties or warranties for the information are expressed or implied. No liability or responsibility is assumed by Ovington Appraisal Service or the appraiser(s) for any inaccuracy from any seemingly credible information source.

Scope of Work

Concept Explanations

A statement about observation of the subject property by the appraiser(s) is listed above. If the subject was observed, this viewing was not as thorough as a professional property inspection. A professional inspector determines the precise physical condition, remaining useful life, and operability of major building components like the structural system, roof cover, electrical system, plumbing, and heating plant. Inspectors typically do not ascertain size of the building, or characteristics of the land. By contrast, an appraiser commonly ascertains both land and building size. Ordinarily, appraisers do not determine operability, or remaining useful life of building systems. An appraiser typically views real estate to determine only general attributes like physical condition of the building as a whole, site topography and access, building size, construction quality, floor plan, and functionality of the property as a whole. For this appraisal, no probes, investigations, or studies were made to discover unapparent, adverse physical features.

Highest and best use analyses can be categorized into two groups - inferred and fundamental. A fundamental analysis is quantified from broad demographic and economic data such as population, household size, and income. Supply is inventoried. Subject specific characteristics are considered. Then, the relationship between supply and demand is weighed to determine a specific highest and best use for the subject. An inferred analysis uses local trends and patterns to infer a general highest and best use for the subject. For an inferred analysis, market dynamics that might be considered include prices, market exposure times, rents, vacancy, and listings of similar real estate. Inferred analyses emphasize historical data while fundamental analyses are based on future projections. The kind of highest and best use analysis utilized in this assignment is listed above.

Report Reliance & Use Restrictions

No liability is assumed, expressed, or implied by Ovington Appraisal Service, or the appraiser(s) for unauthorized use of this report. Only those persons, parties, entities, companies, corporations, partnerships, associations, or groups that are explicitly identified as an intended user on page 2 may rely on and use this report. There are no implied, suggested, inferred, consequential, or indirect intended users of this report. Unauthorized users should not use or rely on any portion of this document. Unauthorized users do so at their own risk and peril.

Extraordinary Assumptions & Disclosures

An extraordinary assumption is defined by the Uniform Standards of Professional Appraisal Practice (USPAP) to be "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusions". Extraordinary assumptions presume as fact otherwise uncertain information. In other words, this type assumption involves uncertainty about an underlying premise. An example is a survey that displays a lot size. If the lot size is later found to be much smaller, then the value conclusion may be negatively affected.

USPAP Standard Rule 1-2(f) requires the identification of all extraordinary assumptions that are necessary for credible assignment results. This appraisal employs the following extraordinary assumptions.

- Features of the subject site such as legal description, dimensions, size, etc. were obtained from publicly available sources. All information taken therefrom is assumed reasonably correct.

- Observation of the subject was limited to a cursory viewing of only a portion of the property from the street. It is assumed the land has no subsoil defects. No soiling borings were made. Furthermore, the appraiser(s) did not attempt to study, dig, probe, investigate, detect, remove materials, or discover unfavorable physical features on, above, or below the ground.

- Real estate tax information for the subject was obtained from a reputable online source, so it is assumed reasonably correct. Moreover, this information is assumed the most recent that is expeditiously available to the public.

- Assumptions and presumptions discussed in the Noteworthy Issues section of this report, if any, are incorporated by way of reference into these Extraordinary Assumptions & Disclosures.

- A recently issued title policy was not furnished to the appraiser(s). If a value-impairment is identified or suggested in a title policy, another professional report, or some other document, this appraisal does not address issues that are significantly atypical for a valuation of this type property unless specifically identified in the Scope of Work and/or Noteworthy Issues section of this report.

The above extraordinary assumptions as well as other assumptions anywhere herein are integral premises upon which the conclusions in this document are based. If any of these assumptions are later found to be materially untrue or inaccurate, then this report's assignment results may or may not be affected.

Hypothetical Conditions

USPAP defines a hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."

Hypothetical conditions assume conditions that are contrary to known fact. An illustration is the current valuation of a proposed home. For the purpose of a rational analysis, it is assumed the home exists on the effective value date, but it is known the home is nonexistent. Another example is a new zoning classification, that a property does not have today, but the new zoning is assumed for the purpose of a logical current valuation. Uncertainty is not involved with a hypothetical condition. An essential premise underlying the valuation is known not to exist on the effective value date.

USPAP Standard Rule 1-2(g) requires the identification of all hypothetical conditions that are necessary for a credible value opinion. This appraisal employs no hypothetical conditions.

Definition of Market Value

The definition of *market value* is used in all federally regulated transactions that exceed a minimum amount. This definition is mandated by Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989. The exact same definition was published in the Federal Register several times by different federal agencies. Some printings are*: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; and 59 Federal Register 29499, June 7, 1994.)*

Federal agencies publishing the **exact same definition** include the

- Office of the Comptroller of the Currency (OCC) as 12 CFR 34, subpart C
- Federal Reserve Board (FRB) as 12 CFR 225, Subpart G
- Federal Deposit Insurance Corporation (FDIC) as 12 CFR 323.2, Definition (g) in 55 Federal Register, 33,888 August 20, 1990, Effective September 19, 1990.
- Office of Thrift Supervision (OTS) as 12 CFR 564
- National Credit Union Administration (NCUA) as 12 CFR 722

The **exact same definition** was again published jointly by the OCC, OTS, FRS, and FDIC on page 61 of the "*Interagency Appraisal and Evaluation Guidelines".* These guidelines were published in the Federal Register on December 10, 2010 as Volume 55, page 77472. All the above citations defined market value as:

> *"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> - *buyer and seller are both typically motivated;*
> - *both parties are well informed or well advised, and acting in what they consider their own best interests;*
> - *a reasonable time is allowed for exposure in the open market;*
> - *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
> - *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

Virtually the same definition is also cited in Advisory Opinion 30 in the 2014-2015 version of the Uniform Standards of Professional Appraisal Practice (USPAP), lines 124 to 136.

Definition of Fair Market Value

Fair market value is, in concept, similar to market value in general usage. It is used mainly in condemnation, income tax, and property tax situations. When an appraisal assignment involves developing an opinion of fair market value, the appropriate, requisite, and precise definition of the term depends on the use of the appraisal and the applicable jurisdiction.

Assemblage

USPAP Standard Rule 1-4(e) requires an analysis of the assemblage of various estates or component parts that affect value. In this case, assemblage is not expected, and value is not affected.

Contingent and Limiting Conditions

1. By this notice, all persons, companies, or corporations using or relying on this report in any manner bind themselves to accept these Contingent and Limiting conditions, and all other contingent and limiting conditions contained elsewhere in this report. Do not use any portion of this report unless you fully accept all Contingent and Limiting conditions contained throughout this document.

2. The "Subject" or "Subject Property" refers to the real property that is the subject of this report. An Appraiser is defined as an individual person who is licensed to prepare real estate appraisal-related services in the State of Illinois and affixes his / her signature to this document.

3. Throughout this report, the singular term "Appraiser" also refers to the plural term "Appraisers". The terms "Appraiser" and "Appraisers" also refer collectively to "Ovington Appraisal Service", its officers, employees, subcontractors, and affiliates. The masculine terms "he" or "his" also refer to the feminine term "she" or "her".

4. In these Contingent and Limiting Conditions, the "Parties" refers to all of the following collectively: (a) the Appraiser(s), (b) Ovington Appraisal Service, (c) the client, and (d) all intended users.

5. These Contingent and Limiting Conditions are an integral part of this report along with all certifications, definitions, descriptions, facts, statements, assumptions, disclosures, hypotheses, analyses, and opinions.

6. All contents of this report are prepared solely for the explicitly identified client and other explicitly identified intended users. The liability of the Appraiser is limited solely to the client. There is no accountability, obligation, or liability to any other third party. Other intended users may read but not rely on this report. The Appraiser's maximum liability relating to services rendered under this engagement (regardless of form of action, whether in contract, negligence or otherwise) is limited to the fee paid to Ovington Appraisal Service for that portion of their services, or work product giving rise to liability. In no event shall the Appraisers be liable for consequential, special, incidental or punitive loss, damages or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all contingent and limiting conditions, assumptions, and disclosures. Use of this report by third parties shall be solely at the risk of the third party.

7. This document communicates the results of an appraisal assignment. This communication is not an inspection, engineering, construction, legal, or architectural report. It is not an examination or survey of any kind. Expertise in these areas is not implied. The Appraiser is not responsible for any costs incurred to discover, or correct any deficiency in the property.

Contingent and Limiting Conditions

8. As part of this appraisal, information was gathered and analyzed to form opinion(s) that pertain solely to one or more explicitly identified effective value dates. The effective value date is the only point in time that the value applies. Information about the subject property, neighborhood, comparables, or other topics discussed in this report was obtained from sensible sources. In accordance with the extent of research disclosed in the Scope of Work section, all information cited herein was examined for accuracy, is believed to be reliable, and is assumed reasonably accurate. However, no guaranties or warranties are made for this information. No liability or responsibility is assumed for any inaccuracy which is outside the control of the Appraiser, beyond the scope of work, or outside reasonable due diligence of the Appraiser.

9. Real estate values are affected by many changing factors. Therefore, any value opinion expressed herein is considered credible only on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change. The Appraiser reserves the right to amend these analyses and/or value opinion(s) contained within this appraisal report if erroneous, or more factual-information is subsequently discovered. No guarantee is made for the accuracy of estimates or opinions furnished by others, and relied upon in this report.

10. In the case of limited partnerships, syndication offerings, or stock offerings in the real estate, the client agrees that in case of lawsuit (brought by the lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will hold Ovington Appraisal Service, its officers, contractors, employees and associate appraisers completely harmless. Acceptance of, and/or use of this report by the client, or any third party is prima facie evidence that the user understands and agrees to all these conditions.

11. For appraisals of multiunit residential, only a portion of all dwellings was observed. A typical ratio of observed dwellings roughly approximates 10% of the total number of units, and this ratio declines as the number of dwellings grows. It is assumed the functionality, physical condition, construction quality, and interior finish of unseen units are similar to the functionality, physical condition, construction quality, and interior finish of observed units. If unobserved dwellings significantly differ from those that were viewed in functionality, physical condition, quality, or finish, the Appraiser reserves the right to amend theses analysis and/or value opinion(s).

12. If the appraised property consists of a physical portion of a larger parcel is subject to the following limitations. The value opinion for the property appraised pertains only to that portion defined as the subject property. This value opinion should not be construed as applying with equal validity to other complementary portions of the same parcel. The value opinion for the physical portion appraised + the value of all other complementary physical portions may or may not equal the value of the whole parcel.

Contingent and Limiting Conditions

13. Unless specifically stated otherwise herein, the Appraiser is unaware of any engineering study made to determine the bearing capacity of the subject land, or nearby lands. Improvements in the vicinity, if any, appear to be structurally sound. It is assumed soil and subsoil conditions are stable and free from features that cause supernormal costs to arise. It is also assumed existing soil conditions of the subject land have proper load bearing qualities to support the existing improvements, or proposed improvements appropriate for the site. No investigations for potential seismic hazards were made. This appraisal assumes there are no conditions of the site, subsoil, or structures, whether latent, patent, or concealed that would render the subject property less valuable. Unless specifically stated otherwise in this document, no earthquake compliance report, engineering report, flood zone analysis, hazardous substance determination, or analysis of these unfavorable attributes was made, or ordered in conjunction with this appraisal report. The client is strongly urged to retain experts in these fields, if so desired.

14. If this report involves an appraisal that values an interest, which is less than the whole fee simple estate, then the following disclosure applies. The value for any fractional interest appraised + the value of all other complementary fractional interests may or may not equal the value of the entire fee simple estate.

15. If this appraisal values the subject as though construction, repairs, alterations, remodeling, renovation, or rehabilitation will be completed in the future, then it is assumed such work will be completed in a timely fashion, using non-defective materials, and proper workmanship. All previously completed work is assumed completed in substantial conformance with plans, specifications, descriptions, or attachments made or referred to herein. It is also assumed all planned, in-progress, or recently completed construction complies with the zoning ordinance, and all applicable building codes. A prospective value opinion has an effective value date that is beyond or in the future relative to this report's preparation date. If this appraisal includes a prospective valuation, it is understood and agreed the Appraiser is not responsible for an unfavorable value effect caused by unforeseeable events that occur before completion of the project.

16. This valuation may or may not include an observation of the appraised property by an Appraiser. The extent of any observation is disclosed in the Scope of Work section of this report. Any observation by an Appraiser is not a professional property inspection. Viewing of the subject was limited to components that were not concealed, clearly observable, and readily accessible without a ladder on the property observation date. As used herein, readily accessible means within the Appraiser's normal reach without the movement of any man made or natural object. Comments or descriptions about physical condition of the improvements are based solely on a superficial visual observation. These comments are intended to familiarize the reader with the property in a very general fashion.

Contingent and Limiting Conditions

17. Electric, heating, cooling, plumbing, water supply, sewer or septic, mechanical equipment, and other property systems were not tested. No determination was made regarding the operability, capacity, or remaining physical life of any component in, on, or under the real estate appraised. All building components are assumed adequate and in good working order unless stated otherwise. Private water wells and private septic systems are assumed sufficient to comply with federal, state, or local health safety standards. No liability is assumed for the soundness of structural members since structural elements were not tested or studied to determine their structural integrity. The roof cover for all structures is assumed water tight unless otherwise noted. This document is not an inspection, engineering or architectural report. If the client has any concern regarding structural, mechanical, or protective components of the improvements, or the adequacy or quality of sewer, water or other utilities, the client should hire an expert in the appropriate discipline before relying upon this report. No warranties or guarantees of any kind are expressed or implied regarding the current or future physical condition or operability of any property component.

18. The allocation of value between the subject's land and improvements, if any, represents our judgment only under the existing use of the property. A re-evaluation should be made if the improvements are removed, substantially altered, or the land is utilized for another purpose.

19. The Client and all intended users agree to all the following. (A) This appraisal does not serve as a warranty on the physical condition or operability of the property appraised. (B) All users of this report should take all necessary precautions before making any significant financial commitments to or for the subject. (C) Any estimate for repair or alternations is a non-warranted opinion of the Appraiser.

20. No liability is assumed for matters of legal nature that affect the value of the subject property. Unless a clear statement to the contrary is made in this report, value opinion(s) formed herein are predicated upon the following assumptions. (A) The real property is appraised as though, and assumed free from all value impairments including yet not limited to title defects, liens, encumbrances, title claims, boundary discrepancies, encroachments, adverse easements, environmental hazards, pest infestation, leases, and atypical physical deficiencies. (B) All real estate taxes and assessments, of any type, are assumed fully paid. (C) It is assumed ownership of the property appraised is lawful. (D) It is also assumed the subject property is operated under competent and prudent management. (E) The subject property was appraised as though, and assumed free of indebtedness. (F) The subject real estate is assumed fully compliant with all applicable federal, state, and local environmental regulations and laws. (G) The subject is assumed fully compliant with all applicable zoning ordinances, building codes, use regulations, and restrictions of all types. (H) All licenses, consents, permits, or other documentation required by any relevant legislative or governmental authority, private entity, or organization have been obtained, or can be easily be obtained or renewed for a nominal fee.

Contingent and Limiting Conditions

21. Any exhibits in the report are intended to assist the reader in visualizing the subject property and its surroundings. The drawings are not surveys unless specifically identified as such. No responsibility is assumed for cartographic accuracy. Drawings are not intended to be exact in size, scale, or detail.

22. Value opinions involve only real estate, and inconsequential personal property. Unless explicitly stated otherwise, value conclusions do not include personal property, unaffixed equipment, trade fixtures, business-good will, chattel, or franchise items of material worth.

23. Conversion of the subject's income into a market value opinion is based upon typical financing terms that were readily available from a disinterested, third party lender on this report's effective date. Atypical financing terms and conditions do not influence market value, but may affect investment value.

24. All information and comments concerning the location, market area, trends, construction quality, construction costs, value loss, physical condition, rents, or any other data for the subject represent estimates and opinions of the Appraiser. Expenses shown in the Income Approach, if used, are only estimates. They are based on past operating history, if available, and are stabilized as generally typical over a reasonable ownership period.

25. This appraisal was prepared by Ovington Appraisal Service and consists of trade secrets and commercial or financial information, which is privileged, confidential, and exempt from disclosure under 5 U.S.C. 522 (b) (4).

26. The Appraiser is not required to give testimony or produce documents because of having prepared this report unless arrangements are agreed to in advance. If the Appraiser is subpoenaed pursuant to court order or required to produce documents by judicial command, the client agrees to compensate the Appraiser for his appearance time, preparation time, travel time, and document preparation time at the regular hourly rate then in effect plus expenses and attorney fees. In the event the real property appraised is, or becomes the subject of litigation, a condemnation, or other legal proceeding, it is assumed the Appraiser will be given reasonable advanced notice, and reasonable additional time for court preparation.

27. Effective January 26, 1992, the Americans with Disabilities Act (ADA) - a national law, affects all non-residential real estate or the portion of any property, which is non-residential. The Appraiser has not observed the subject property to determine whether the subject conforms to the requirements of the ADA. It is possible a compliance survey, together with a detailed analysis of ADA requirements, could reveal the subject is not fully compliant. If such a determination was made, the subject's value may or may not be adversely affected. Since the Appraiser has no direct evidence, or knowledge pertaining to the subject's compliance or lack of compliance, this appraisal does not consider possible noncompliance or its effect on the subject's value.

Contingent and Limiting Conditions

28. Ovington Appraisal Service and the Appraiser have no expertise in the field of insect, termite, or pest infestation. We are not qualified to detect the presence of these or any other unfavorable infestation. The Appraiser has no knowledge of the existence of any infestation on, under, above, or within the subject real estate. No overt evidence of infestation is apparent to the untrained eye. However, we have not specifically inspected or tested the subject property to determine the presence of any infestation. No effort was made to dismantle or probe the structure. No effort was exerted to observe enclosed, encased, or otherwise concealed evidence of infestation. The presence of any infestation would likely diminish the property's value. All value opinions in this communication assume there is no infestation of any type affecting the subject real estate or the Appraiser is not responsible for any infestation or for any expertise required to discover any infestation. Our client is urged to retain an expert in this field, if desired.

29. All opinions are those of the signatory Appraiser based on the information in this report. No responsibility is assumed by the Appraiser for changes in market conditions, or for the inability of the client, or any other party to achieve their desired results based upon the appraised value. Some of the assumptions or projections made herein can vary depending upon evolving events. We realize some assumptions may never occur and unexpected events or circumstances may occur. Therefore, actual results achieved during the projection period may differ from those set forth in this report. Compensation for appraisal services is dependent solely on the delivery of this report, and no other event or occurrence

30. No warrantees are made by the Appraiser concerning the property's conformance with any applicable government code or property covenant including but not limited to all laws, ordinances, regulations, agreements, declarations, easements, condominium regulations, restrictions, either recorded or unrecorded. The client is urged to engage the services of a licensed attorney to confirm any legal issue affecting the property appraised. No liability or responsibility is assumed by the Appraiser to determine the cost of replacing or curing any supposedly defective physical component.

31. In the event of an alleged claim due to some defective physical component, the client must notify Ovington Appraisal Service and allow its representatives and experts to examine and test the alleged defective component before any repairs or modifications are made. If any type of repair or modification is made without the knowledge of the Appraisers, the Appraiser is released from all liability, real or alleged.

32. The client and all explicitly identified intended users agree to notify in writing Ovington Appraisal Service, within one year of this report's preparation date, of any claim relating to or arising from this report regardless of any statute of limitations. If Ovington Appraisal Service does not receive this written notification within the year period defined in the paragraph, then the claimant releases the Appraiser from all claims arising from or related to this report.

Contingent and Limiting Conditions

33. The client and all explicitly identified intended users acknowledge that any claim relating to this report shall be settled in accordance with the commercial arbitration rules of the American Arbitration Association with the Parties each paying an equal share of all associated costs.

34. Any alleged claim must be filed in the Circuit Court for the County that encompasses most of or all of South Elgin, Illinois 60177 where the Appraiser's business office is located. If a court of law voids any portion of these Contingent and Limiting Conditions, then the remainder remains in full force and effect. The claimants(s) agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by the foregoing court. The claimant(s) waive all rights concerning the exercise of personal jurisdiction of them by the foregoing courts and all claims of or concerning forum non-conveniences in the foregoing forum.

35. Superseding all comments to the contrary regardless of date, this report may not be transferred or assigned without the prior written consent of Ovington Appraisal Service.

36. No part of this report shall be published or disseminated to the public by the use of advertising media, public relations media, news media, sales media, electronic devices, or other media without the prior written consent of Ovington Appraisal Service. This restriction applies particularly as to analyses, opinions, and conclusions; the identity of the Appraiser; and any reference to the Appraisal Institute or its MAI, SRPA, or SRA designations. Furthermore, no part of this report may be reproduced or incorporated into any information retrieval system without written permission from Ovington Appraisal Service, the copyright holder.

♦ Disclosures • • •

Professional Standards

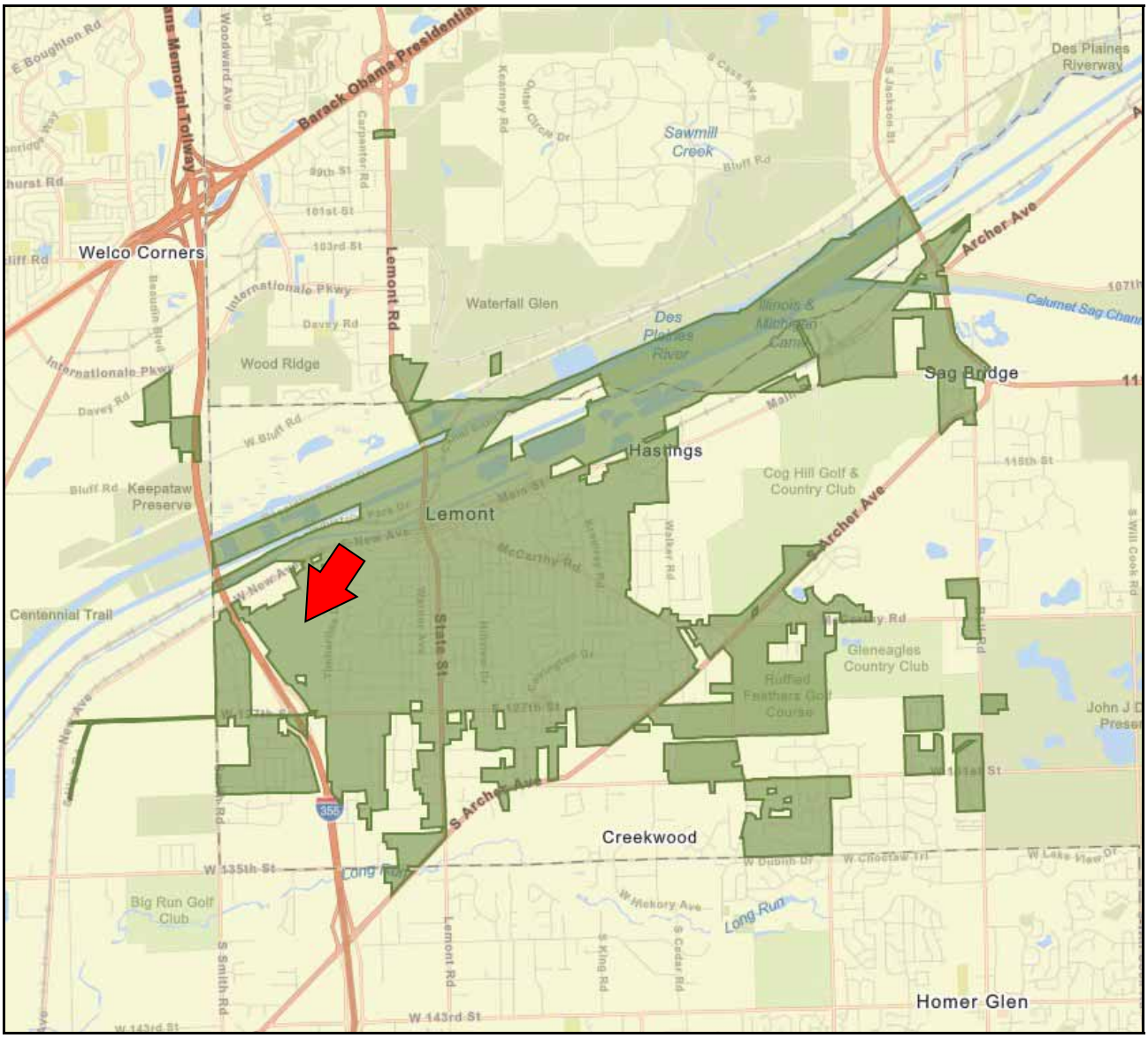
All leading professional appraisal organizations, the U.S. Congress, all state legislatures, and numerous legal jurisdictions recognize the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Foundation. Revised biennially to keep it contemporary, these standards set forth ethical practices and proper procedures for a competent appraisal. This appraisal fully complies with all relevant portions of the USPAP version in effect on the date this report was prepared. It also complies with the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), a federal law.

Competency

The person signing this report is licensed to appraise real property in the state the subject is located. I affirm I have the experience, knowledge, and education to value this type property. I have previously appraised similar real estate.

Area Data • • •

Area Map



Area Data

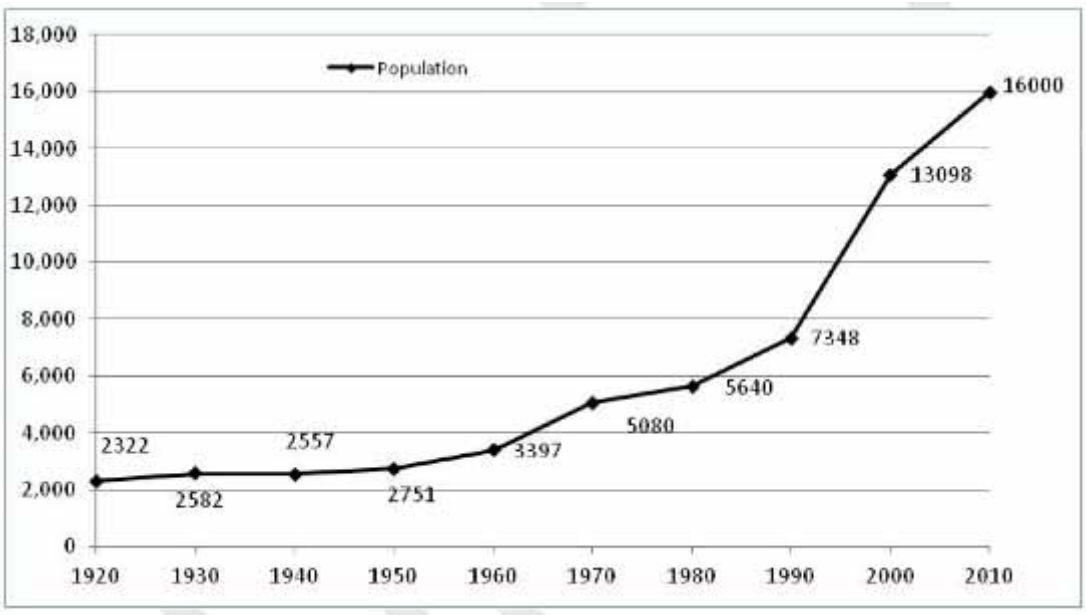
Transportation

Lemont is located in the southwestern suburbs of Chicago, approximately four miles south of the I-355 / I-55 interchange. Lemont can be accessed by traveling five minutes south of I-55 on Lemont Road. Interstate Highways 355 and 55 provide north-south and east-west highway access and egress from Lemont to Chicago and the western and northwestern suburbs. Interstate 294 is the gateway to Indiana and Wisconsin and points in between. Major arterial roads, including Archer Avenue (Illinois Route 171), Lemont Road, and Illinois Route 83, provide access to closer destinations.

Midway Airport is just 16 miles from Lemont via I-55 and Cicero Avenue. O'Hare International Airport is just 25 miles from Lemont via I-55 and I-294 or I-90. Metra commuter rail provides daily service to Lemont on its Heritage Corridor Line with service to Chicago's Union Station. The Heritage Corridor Line runs from Chicago to Joliet with stops in Summit, Willow Springs, Lockport, and Joliet, as well as Lemont.

Population Growth

Lemont's population grew slowly but steadily from about 1920 to 1990. In this 70-year period the population more than doubled, i.e., it grew on average about one percent a year. A housing boom beginning in the late 1980s fueled a dramatic increase in Lemont's size; within 17 years the population nearly tripled and the Village annexed more than 1,000 acres.



In 2007, a special census raised the Village's official population to 16,625. While land available for annexation is now somewhat limited, infill development and higher-density residential projects should drive continued population growth. Currently, the estimated population of Lemont is 16,755.

Population	
2000 Population	13,731
2010 Population	15,889
2021 Population	16,755
2026 Population	16,669
2000-2010 Annual Rate	1.47%
2010-2021 Annual Rate	0.47%
2021-2026 Annual Rate	-0.10%

Age Distribution

The median age in Lemont is 44.7. The largest age group in Lemont is 55-64 followed by 45-54. These two age groups account for 30.6% of the population. Many recent developments have targeted the 55+ age group, with more townhouses, duplexes, and condos being built than in the past. Historically such dwelling units have been occupied by empty nesters, singles, single parents, or couples with relatively smaller families.

2021 Population by Age	
Total	16,757
0 - 4	4.4%
5 - 9	5.0%
10 - 14	6.5%
15 - 24	12.1%
25 - 34	11.5%
35 - 44	10.7%
45 - 54	14.0%
55 - 64	16.6%
65 - 74	10.6%
75 - 84	5.5%
85 +	3.1%

Household Size & Type

The average household size in Lemont is 2.73 persons. This is higher than the state average of 2.63. The reason Lemont has a comparatively higher household size is likely because Lemont is a community comprised of many families. Only 20.9% of households in Lemont are occupied by people who live alone; 75.6% of households are filled by families.

Household Summary	
2000 Households	4,620
2000 Average Household Size	2.87
2010 Households	5,675
2010 Average Household Size	2.77
2021 Households	6,061
2021 Average Household Size	2.73
2026 Households	6,042
2026 Average Household Size	2.73
2021-2026 Annual Rate	-0.06%
2010 Families	4,289
2010 Average Family Size	3.25
2021 Families	4,578
2021 Average Family Size	3.21
2026 Families	4,563
2026 Average Family Size	3.21
2021-2026 Annual Rate	-0.07%

Housing Unit Summary	
2000 Housing Units	4,766
Owner Occupied Housing Units	80.6%
Renter Occupied Housing Units	16.3%
Vacant Housing Units	3.1%
2010 Housing Units	6,051
Owner Occupied Housing Units	78.3%
Renter Occupied Housing Units	15.5%
Vacant Housing Units	6.2%
2021 Housing Units	6,370
Owner Occupied Housing Units	80.0%
Renter Occupied Housing Units	15.2%
Vacant Housing Units	4.9%
2026 Housing Units	6,375
Owner Occupied Housing Units	80.5%
Renter Occupied Housing Units	14.3%
Vacant Housing Units	5.2%

Educational Attainment

Lemont is a well-educated community. The percentage of people in Lemont with a high school diploma or higher exceeds the Cook County and statewide percentages. Likewise, Lemont's percentage of people with a bachelor's degree or higher exceeds the statewide percentage by six percent. Lemont's residents and local workforce have higher rates of educational attainment than the overall Chicago region.

2021 Population 25+ by Educational Attainment	
Total	12,053
Less than 9th Grade	1.9%
9th - 12th Grade, No Diploma	2.2%
High School Graduate	24.9%
GED/Alternative Credential	1.9%
Some College, No Degree	17.1%
Associate Degree	8.6%
Bachelor's Degree	27.6%
Graduate/Professional Degree	15.8%

Commute

As reported in the 2010 Census, the average commute time for residents of Lemont is 33.1 minutes. The overwhelming majority (81%) of commuters drive alone; 13% of commuters carpool or take public transit.

Occupations

Most people in Lemont are employed in "white collar" occupations. 72.2% of the employed civilian population over 16 years of age are either employed in management and professional related occupations or sales and office occupations.

2021 Employed Population 16+ by Occupation	
Total	8,564
White Collar	72.2%
Management/Business/Financial	24.2%
Professional	26.7%
Sales	9.8%
Administrative Support	11.5%
Services	8.6%
Blue Collar	19.2%
Farming/Forestry/Fishing	0.0%
Construction/Extraction	5.5%
Installation/Maintenance/Repair	1.7%
Production	2.5%
Transportation/Material Moving	9.5%

Household Income

Lemont's median household income is $105,096 compared to $64,730 for all US Households. 53% of households in Lemont have income over $100,000.

Mortgage Income	
2021 Percent of Income for Mortgage	14.9%
Median Household Income	
2021 Median Household Income	$105,096
2026 Median Household Income	$116,544
2021-2026 Annual Rate	2.09%
Average Household Income	
2021 Average Household Income	$138,166
2026 Average Household Income	$157,410
2021-2026 Annual Rate	2.64%
Per Capita Income	
2021 Per Capita Income	$49,305
2026 Per Capita Income	$56,259
2021-2026 Annual Rate	2.67%

2021 Households by Income	
Household Income Base	6,061
<$15,000	4.0%
$15,000 - $24,999	4.9%
$25,000 - $34,999	7.6%
$35,000 - $49,999	6.5%
$50,000 - $74,999	8.5%
$75,000 - $99,999	15.4%
$100,000 - $149,999	20.1%
$150,000 - $199,999	12.8%
$200,000+	20.1%

Shopping

Lemont offers a wide array of shopping options. Historic downtown Lemont features antique stores, upscale salons and boutiques, and dining. Outside downtown, Lemont has a variety of modern shopping and dining options. Along State Street are the Village's three major grocery stores – Pete's Fresh Market, Jewel-Osco, and Aldi's. Near these grocery stores are a number of family-friendly restaurants and other retail establishments. At the intersection of State Street and Archer Avenue are a Target and a Kohl's department store.

Recreation

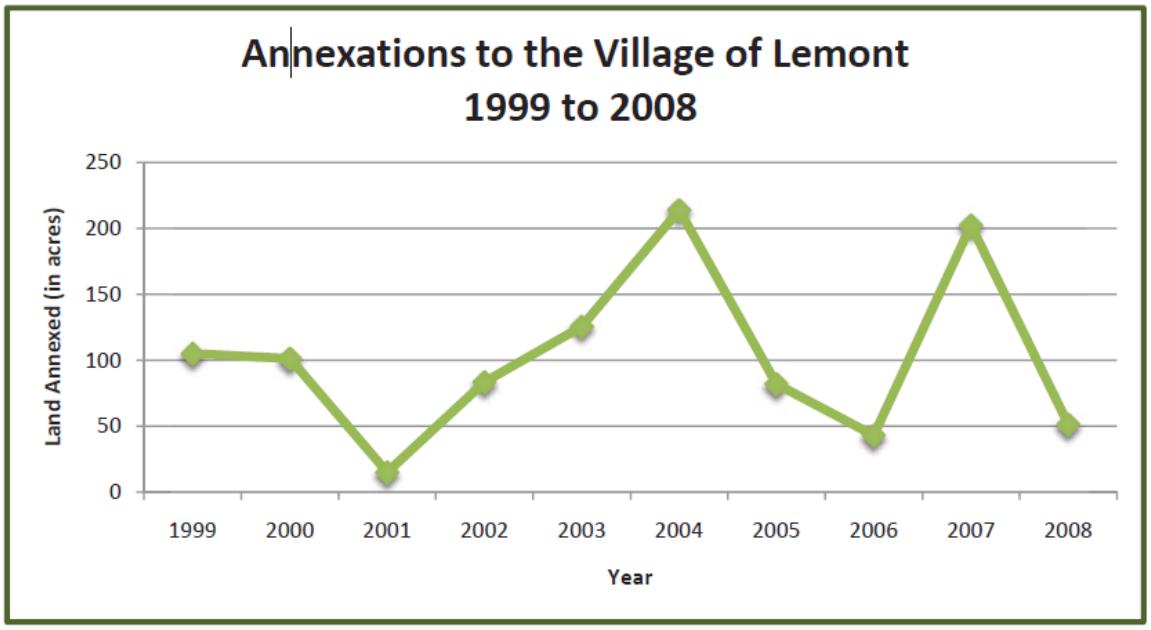
Lemont offers a wide range of recreational opportunities. The Village is encircled by forest preserves and golf courses, and several regional bicycle trails converge in or near Lemont. The Lemont Park District manages 19 park/recreational sites throughout Lemont. The Village of Lemont and Lemont Township each have substantial open space areas. The Cog Hill Golf and Country Club, immediately east of Lemont, hosts the BMW Championship, which features 70 of the top players from the PGA tour.

Infrastructure

Lemont provides its own water service and has capacity to meet future demand; this allows for new development to proceed without costly upgrades to Village facilities. Most of the Village and its adjacent planning area is serviced by water and sewer or has service within a reasonable distance. The Village has recently made plans to extend water and sewer service into a portion of its unincorporated planning area, opening this area up to additional development opportunities.

Annexations

Lemont annexed 1,024 acres, or 1.6 square miles, during the period from 1999-2008. Much of this land was annexed for new residential development. The largest residential annexation between 1998 and 2008 was the 131-acre Glen Oaks subdivision on the southwest corner of 131st Street and Parker Road. The Village also annexed a sizable piece of land (200 acres) from the Metropolitan Water Reclamation District of Greater Chicago in 2004 for use as commercial and recreational land. Overall, the village grew 24% in land area between December 1998 and December 2008 and now totals 5,238 acres (8.18 square miles) in area.



Source: Village ordinances

Homeownership

Over 80% of people in Lemont own the homes in which they live. Just over 14% rent their homes. The most recent statewide homeownership rate for Illinois is 67.3%, as reported in the 2010 Census.

	Census 2010		2021	
Housing Units by Occupancy Status and Tenure	Number	Percent	Number	Percent
Total Housing Units	6,051	100.0%	6,370	100.0%
Occupied	5,675	93.8%	6,061	95.1%
Owner	4,735	78.3%	5,095	80.0%
Renter	940	15.5%	966	15.2%
Vacant	376	6.2%	309	4.9%

Dwelling Unit Types

Most development projects approved by the Village between 1998 and 2005 consisted of either: (1) exclusively single-family detached homes; or (2) were largely comprised of single family detached homes. There has been an increasing percentage of permits issued for condos, duplexes or townhomes. The Front Street Lofts (condos), Old Town Square (condos, townhomes), Bella Strada (townhomes), Singer Landing (townhomes), and Woodglen (duplexes) are all approved projects with attached-single family homes.

Housing Overview

The US Census for 2010 reported that Lemont has 6,051 housing units. The housing stock consists predominately of single-family detached dwellings. The current estimate of housing units in Lemont is 6,370 which reflects a growth rate of 5.27% since the 2010 census.

The housing age and quality of Lemont's housing are not homogeneous; indeed the age of Lemont homes is truly diverse. The historic district contains residences that date from the 1850s – 1880s while subdivisions on the fringes of town are lined with brand new two-and-a-half story, masonry homes of substantial size and bulk.

The Village has expanded outward from its historic core; most of the newer homes are on the Village's periphery. Lemont, for the most part, escaped the teardown craze that swept the region over the last decade or so. Many charming homes, dating from the 1870s through the first half of the twentieth century, and built in a variety of residential styles of architecture, fill areas near the downtown.

The geographic distribution of these single-family homes is widespread, covering every area of the community, including the downtown. Two-flats are pervasive in certain areas of the Village, particularly in and near the downtown and the older residential areas.

Clusters of townhouse units are found in many areas of the Village, sometimes as a component of a larger, primarily single-family detached subdivision. Multi-family housing units are limited in both number and geographic distribution within the Village; only one multi-family development exists south of 127th Street. The highest concentration of multi-family units is in the 82-unit, mixed use Front Street Lofts building downtown. Many of the Village's multi-family units are part of senior assisted living facilities.

	2021	
Owner Occupied Housing Units by Value	Number	Percent
Total	5,094	100.0%
<$50,000	17	0.3%
$50,000-$99,999	16	0.3%
$100,000-$149,999	43	0.8%
$150,000-$199,999	109	2.1%
$200,000-$249,999	369	7.2%
$250,000-$299,999	661	13.0%
$300,000-$399,999	1,859	36.5%
$400,000-$499,999	1,113	21.8%
$500,000-$749,999	778	15.3%
$750,000-$999,999	79	1.6%
$1,000,000-$1,499,999	40	0.8%
$1,500,000-$1,999,999	10	0.2%
$2,000,000+	0	0.0%

The majority of homes in Lemont range in price from $300,000 to $500,000. The median and average home price in Lemont are $372,000 and $405,000, respectively.

Below is a summary of the current housing conditions in Lemont. Detached single-family prices are up 6% over prior year. Attached single-family home prices are up 14% over last year.

Lemont

- 11.9%	- 54.0%	- 22.7%
Change in **New Listings** All Properties	Change in **Closed Sales** All Properties	Change in **Inventory of Homes** All Properties

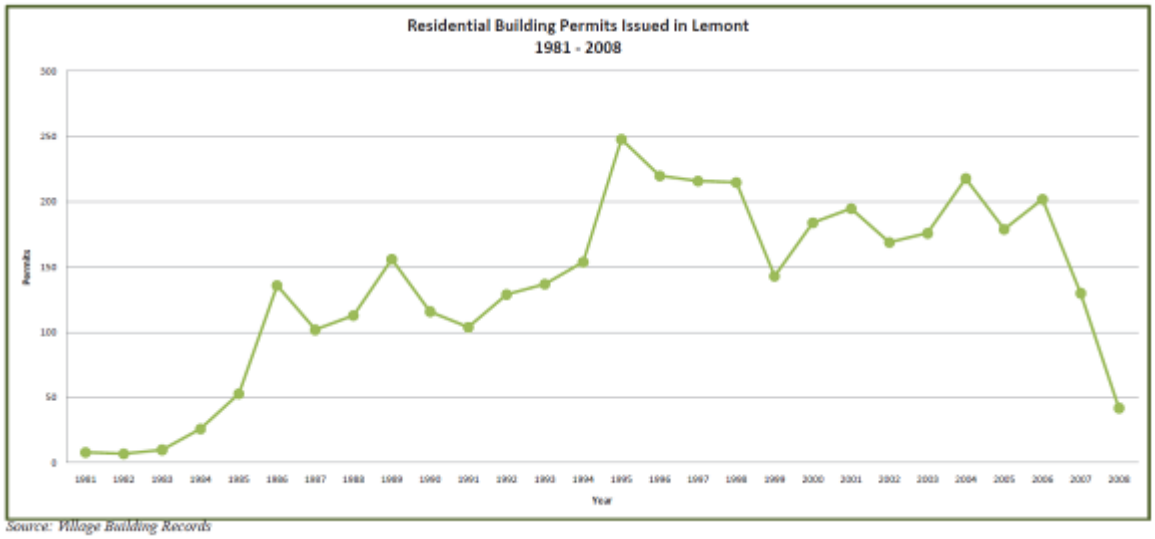
Detached Single-Family	September			Trailing 12 Months		
	9-2020	9-2021	+ / –	9-2020	9-2021	+ / –
New Listings	51	**48**	- 5.9%	507	**490**	- 3.4%
Under Contract (includes Contingent and Pending)	34	**20**	- 41.2%	317	**300**	- 5.4%
Closed Sales	38	**16**	- 57.9%	279	**325**	+ 16.5%
Median Sales Price*	$479,950	**$423,750**	- 11.7%	$442,500	**$470,000**	+ 6.2%
Average Sales Price*	$485,046	**$426,431**	- 12.1%	$450,668	**$476,931**	+ 5.8%
Percent of Original List Price Received*	96.0%	**97.0%**	+ 1.0%	95.4%	**97.3%**	+ 2.0%
Average Market Time	83	**45**	- 45.8%	119	**72**	- 39.5%
Inventory of Homes for Sale at Month End	80	**68**	- 15.0%	--	--	--

Attached Single-Family	September			Trailing 12 Months		
	9-2020	9-2021	+ / –	9-2020	9-2021	+ / –
New Listings	8	**4**	- 50.0%	132	**94**	- 28.8%
Under Contract (includes Contingent and Pending)	6	**6**	0.0%	68	**64**	- 5.9%
Closed Sales	12	**7**	- 41.7%	71	**64**	- 9.9%
Median Sales Price*	$352,500	**$285,000**	- 19.1%	$319,000	**$360,500**	+ 13.0%
Average Sales Price*	$344,583	**$324,364**	- 5.9%	$315,618	**$362,021**	+ 14.7%
Percent of Original List Price Received*	96.4%	**100.8%**	+ 4.6%	97.0%	**99.7%**	+ 2.8%
Average Market Time	56	**116**	+ 107.1%	94	**96**	+ 2.1%
Inventory of Homes for Sale at Month End	30	**17**	- 43.3%	--	--	--

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Residential Permits

The Village's earliest records of building permits date to 1981. In the early 1980s permit activity was minimal, but by 1986 a housing boom was underway in the Village.



Source: Village Building Records

For 22 consecutive years, from 1986 to 2007, over 100 building permits were issued annually. Although housing construction peaked in 1995-1998, housing starts remained strong through 2006, when the Village issued 202 permits for home construction. The housing market has since collapsed. In 2007 the Village

issued only 130 permits, and in 2008 the Village issued less than 50 permits for home construction for the first time since 1984.

By 2009, the number of single-family permits dropped to a low of just 15 for the year. Since 2009, the number of permits annually has increased gradually. Permits issued in 2015 exceeded 100 for the first time since the Financial Crisis of 2008. Over the past few years, the number of single-family permits issued annually has ranged from 56 to 102. While this is much less than the booming years of 1996 to 2006, its still demonstrates steady and sustainable growth in Lemont's single-family construction.

Housing Unit Building Permits for: LEMONT VILLAGE, IL Cook County (Preliminary Data)													
	Jan. 2009	Feb. 2009	Mar. 2009	Apr. 2009	May 2009	June 2009	July 2009	Aug. 2009	Sep. 2009	Oct. 2009	Nov. 2009	Dec. 2009	Total 2009
Units in Single-Family Structures	0	1	2	1	0	2	4	1	1	0	2	1	15
	Jan. 2010	Feb. 2010	Mar. 2010	Apr. 2010	May 2010	June 2010	July 2010	Aug. 2010	Sep. 2010	Oct. 2010	Nov. 2010	Dec. 2010	Total 2010
Units in Single-Family Structures	0	1	0	2	2	8	4	6	7	4	0	0	34
	Jan. 2011	Feb. 2011	Mar. 2011	Apr. 2011	May 2011	June 2011	July 2011	Aug. 2011	Sep. 2011	Oct. 2011	Nov. 2011	Dec. 2011	Total 2011
Units in Single-Family Structures	0	1	2	3	3	2	6	2	2	2	1	2	26
	Jan. 2012	Feb. 2012	Mar. 2012	Apr. 2012	May 2012	June 2012	July 2012	Aug. 2012	Sep. 2012	Oct. 2012	Nov. 2012	Dec. 2012	Total 2012
Units in Single-Family Structures	0	1	2	1	5	4	5	9	1	13	6	2	49
	Jan. 2013	Feb. 2013	Mar. 2013	Apr. 2013	May 2013	June 2013	July 2013	Aug. 2013	Sep. 2013	Oct. 2013	Nov. 2013	Dec. 2013	Total 2013
Units in Single-Family Structures	3	1	6	10	6	1	12	5	1	9	5	3	62
	Jan. 2014	Feb. 2014	Mar. 2014	Apr. 2014	May 2014	June 2014	July 2014	Aug. 2014	Sep. 2014	Oct. 2014	Nov. 2014	Dec. 2014	Total 2014
Units in Single-Family Structures	1	0	12	8	4	8	7	7	6	10	9	6	78
	Jan. 2015	Feb. 2015	Mar. 2015	Apr. 2015	May 2015	June 2015	July 2015	Aug. 2015	Sep. 2015	Oct. 2015	Nov. 2015	Dec. 2015	Total 2015
Units in Single-Family Structures	8	3	14	14	7	7	11	11	7	13	1	6	102
	Jan. 2016	Feb. 2016	Mar. 2016	Apr. 2016	May 2016	June 2016	July 2016	Aug. 2016	Sep. 2016	Oct. 2016	Nov. 2016	Dec. 2016	Total 2016
Units in Single-Family Structures	6	4	5	7	5	10	4	14	2	5	4	7	73
	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 2017	May 2017	June 2017	July 2017	Aug. 2017	Sep. 2017	Oct. 2017	Nov. 2017	Dec. 2017	Total 2017
Units in Single-Family Structures	1	5	2	5	14	8	5	11	11	6	5	12	85
	Jan. 2018	Feb. 2018	Mar. 2018	Apr. 2018	May 2018	June 2018	July 2018	Aug. 2018	Sep. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Total 2018
Units in Single-Family Structures	4	2	10	9	17	12	7	13	4	6	7	2	93
	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019	Aug. 2019	Sep. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Total 2019
Units in Single-Family Structures	2	7	7	9	5	5	7	7	6	3	2	3	63
	Jan. 2020	Feb. 2020	Mar. 2020	Apr. 2020	May 2020	June 2020	July 2020	Aug. 2020	Sep. 2020	Oct. 2020	Nov. 2020	Dec. 2020	Total 2020
Units in Single-Family Structures	5	2	8	2	2	4	6	5	6	4	7	5	56
	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May 2021	June 2021	July 2021	Aug. 2021	Sep. 2021	Oct. 2021	Nov. 2021	Dec. 2021	Total 2021
Units in Single-Family Structures	2	2	12	3	13	2	14	14	0	0	0	0	62

Vacant Lot Inventory

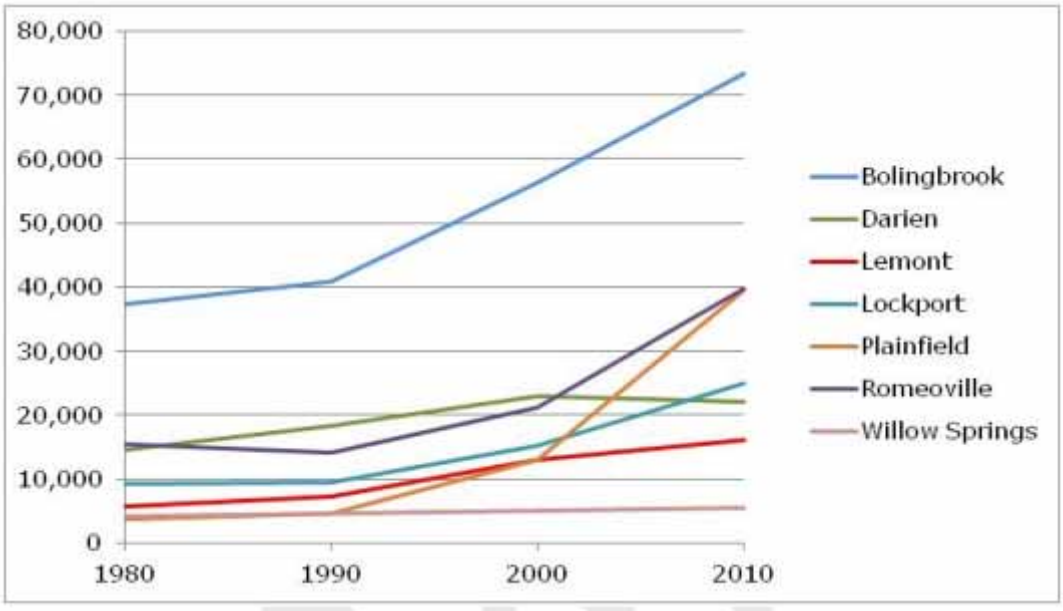
Although Lemont is located within the second most populous county in the country, it still has hundreds of acres of land available for new residential or commercial development within Lemont township. The Village has approved numerous subdivisions over the past decade. Of course, many of the subdivisions were phased out or have otherwise not been built out to the number of approved lots or dwelling units. An MLS search for vacant lots under 1 acre in size indicated 11 available listings ranging in price from $40,000 to $629,000.

New Residential Development

From 1980 to 2007 the metropolitan Chicago area experienced tremendous population growth and expansion of suburban areas. The population increase and suburban expansion were fueled by a significant influx of immigrants into Chicago and inner ring suburbs and attendant movement of others to outer ring suburbs and the fringes of the Chicago metro area; an ever-increasing motorized transportation network; favorable interest rates and lending policies that made homes attractive to people who otherwise may not have qualified for a house or for a house at a particular price.

The largest share of the region's residential growth occurred in the outlying western and southwestern suburbs. The population of Will County grew almost 35 percent from 2000 to 2010. In that same period the population of Kendall County doubled. Meanwhile, Chicago's population decreased by nearly 7 percent, and Cook County's population fell by 3.4 percent. To a large extent, the increase in suburban population was accommodated by new single-family construction on greenfield sites.

The housing boom in Lemont, while nevertheless impressive, did not match the building frenzy witnessed by nearby communities. Some factors contributing to the more guarded pace of development in Lemont were a relative shortage of large greenfield sites, the community's aversion to tract housing and higher density housing, and minimum lot sizes of at least 12,500 square feet.

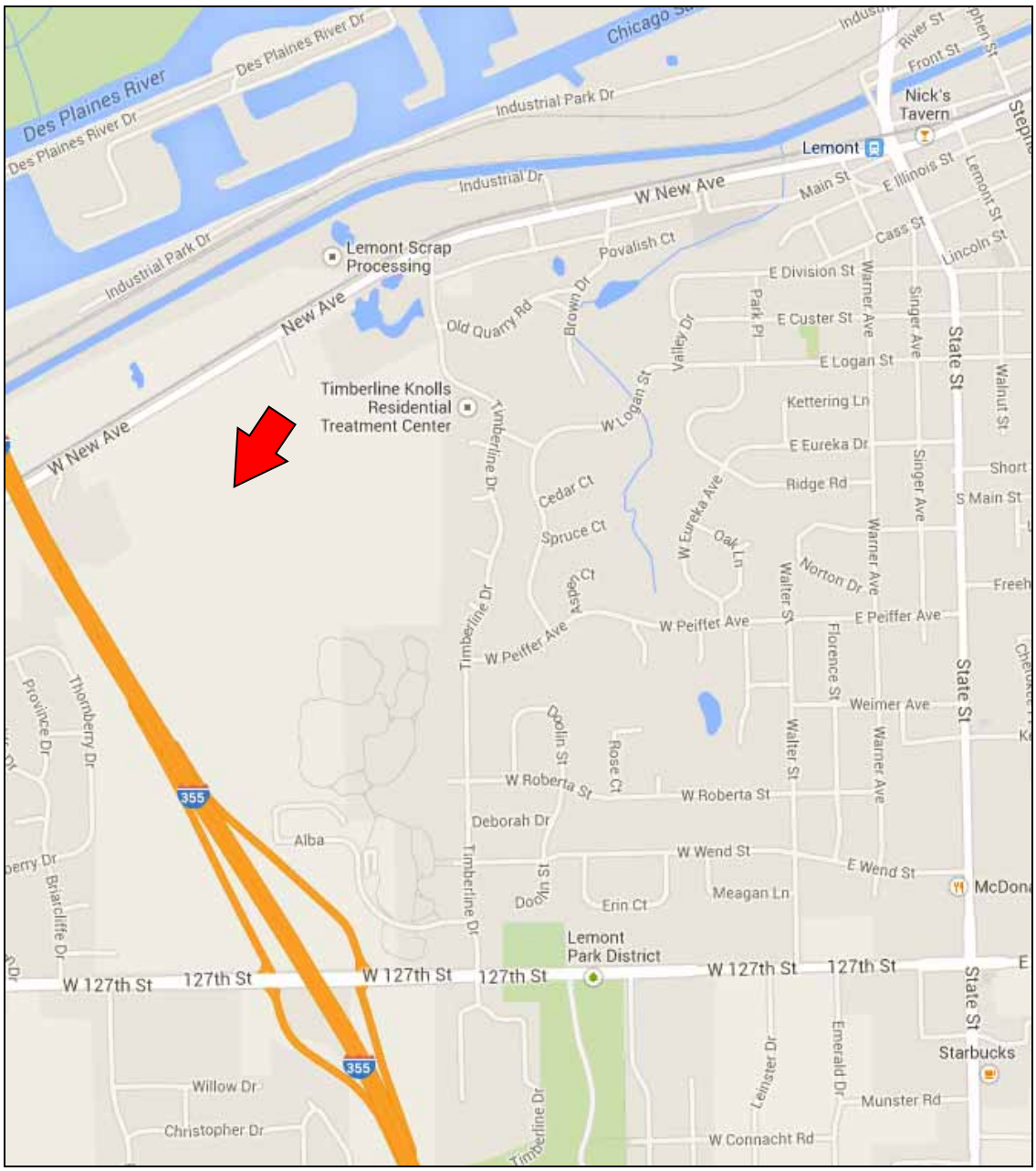


In the last 13 years, the regional housing market has changed dramatically. After the Housing and Financial Crisis of 2008, foreclosures hit the region hard. Regionally, home prices dropped an average of 33 percent from 2007 to 2011, and 25 percent of homes were "underwater," i.e. the mortgage was more than the resale value of the home. The regional and local housing markets have improved since 2012, particularly in the outer edges of the region.

In Lemont, the last 5 years have been especially strong for new residential construction. M/I Homes started a 241-Lot subdivision known as Kettering Estates in 2014 which is nearly sold out. Woodglen subdivision by Donven Homes started an 84-lot subdivision in 2015 and it sold out. The Estates of Montefiori by Ascend Real Estate Group stared in 2016 and is also nearly sold out. Beechen & Dill Homes has luxury ranch homes for sale in the 4- unit Notting Hill subdivision. The subdivision is reportedly 50% sold out. In 2019, Beechen & Dill also developed a 40-unit development of attached ranch homes known as Willow Point which is nearly sold out. New Horizon Homes has 3 lots left in Rolling Meadows of Lemont. Castletown Homes developed a 26 units townhome development known as Seven Oaks in Lemont. The Equestrian Meadows subdivision which is comprised of 32 homes sites is approximately 90% sold out.

Source: Village of Lemont, Site to do Business.

Proximity Map



Proximity Features

Expected Changes in Economic Base	None
Protection From Adverse Conditions	Average
Demand for Real Estate Like Subject	Limited
Potential Additional Supply Like Subject	Mild Potential
Building Age Range *{excluding extremes}*	10 to 50 Years
Oversupply of Property Like Subject	Some
General Appearance of Properties	Average
Location	Suburban
Land Use Change	Not Likely
Police & Fire Protection	Average
Expressway Access	Under a mile
Employment Centers	5 to 10 miles
Property Compatibility	Average
Appeal to Market	Average

Nearby Land Uses

Single-Family	80%
Multifamily	00%
Condominiums	00%
Retail	10%
Office	00%
Industrial	00%
Institutional	10%
Public Use	00%
Other	00%
----------	------
Total	100%

Comments - The subject is located just west of downtown Lemont in an area comprised of mainly residential homes. Expressway access is conveniently located within 1 mile. Metra commuter rail station is located 1 mile to the East. The Lemont Township Community Center and Trails is located to the South of the subject. Newer residential subdivisions are located to the East. Older residential homes on large lots along the south side of New Ave are located to the North. To the east of the subject is a proposed subdivision called Copper Ridge.

♦ Subject Property • • •

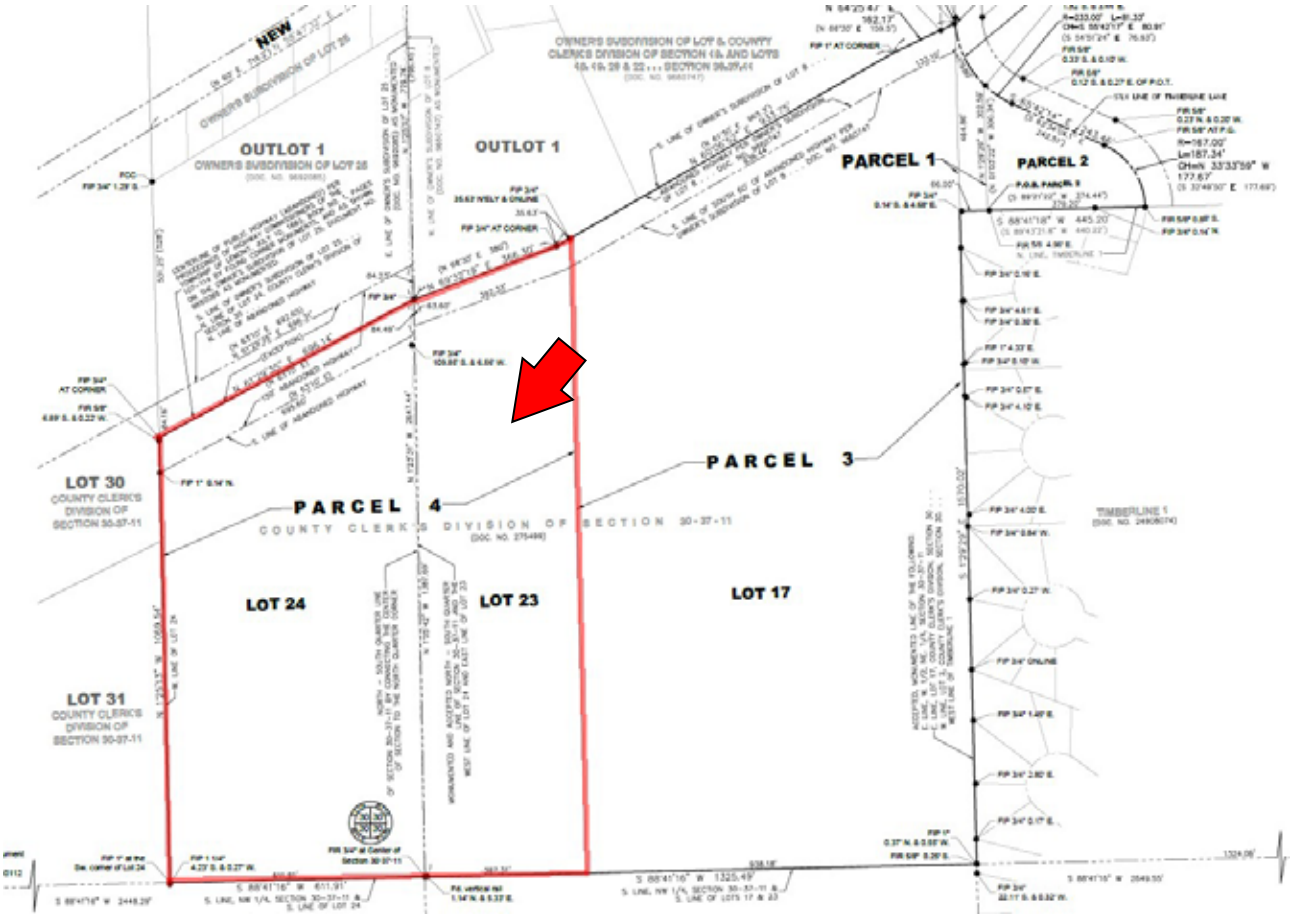
Identification of the Property

This real estate appraised is generally situated south of New Ave and west of Timberline Drive within Lemont, Illinois 60439. Since the subject property consists of just vacant land, it does not have a common address; however, a site plan provided which is included in this report identifies the subject as Lot 85 Copper Ridge.

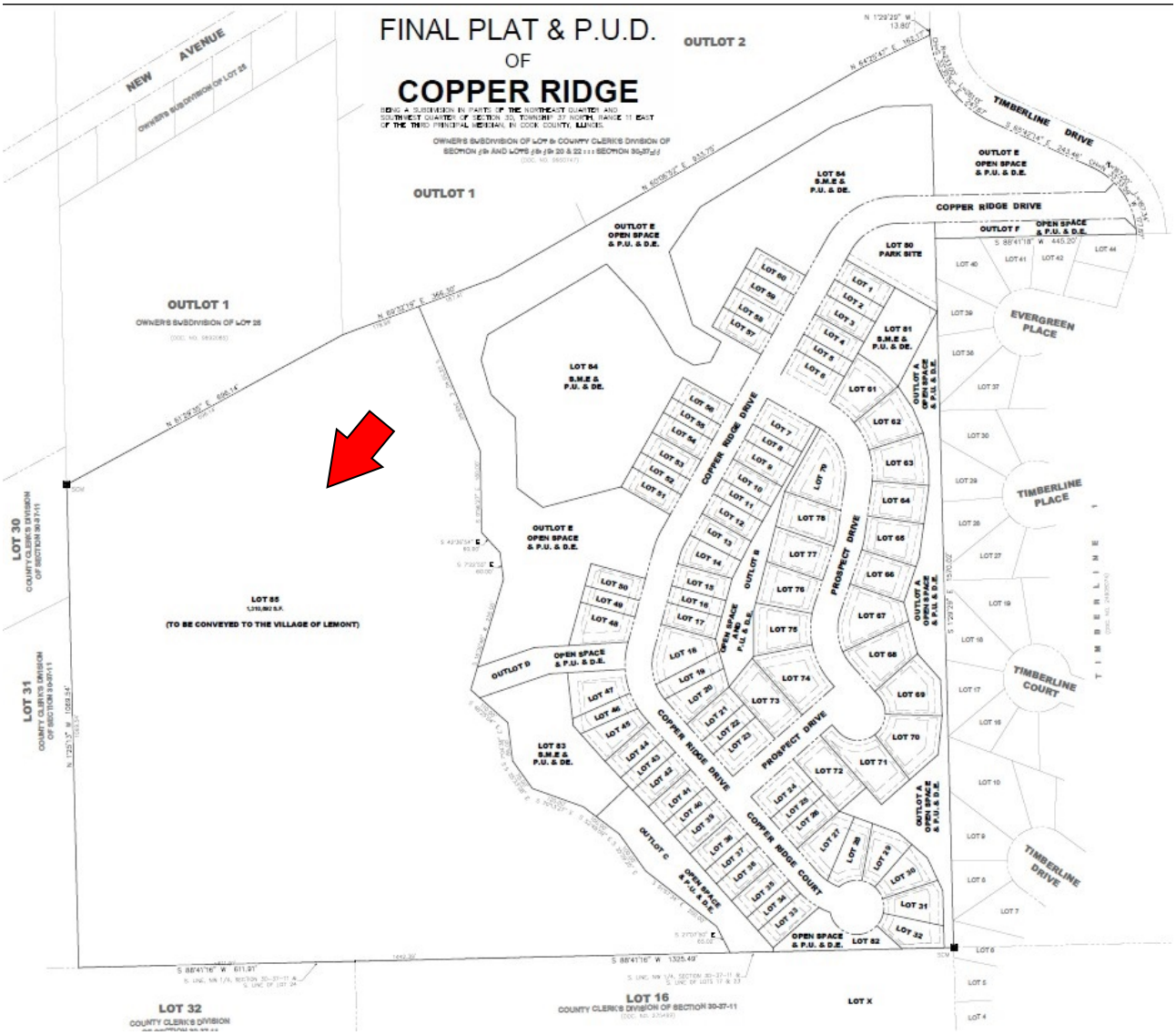
Legal Description

A professional surveyor and / or legal counsel should verify the legal description. A legal description was not available to the appraiser during this assignment.

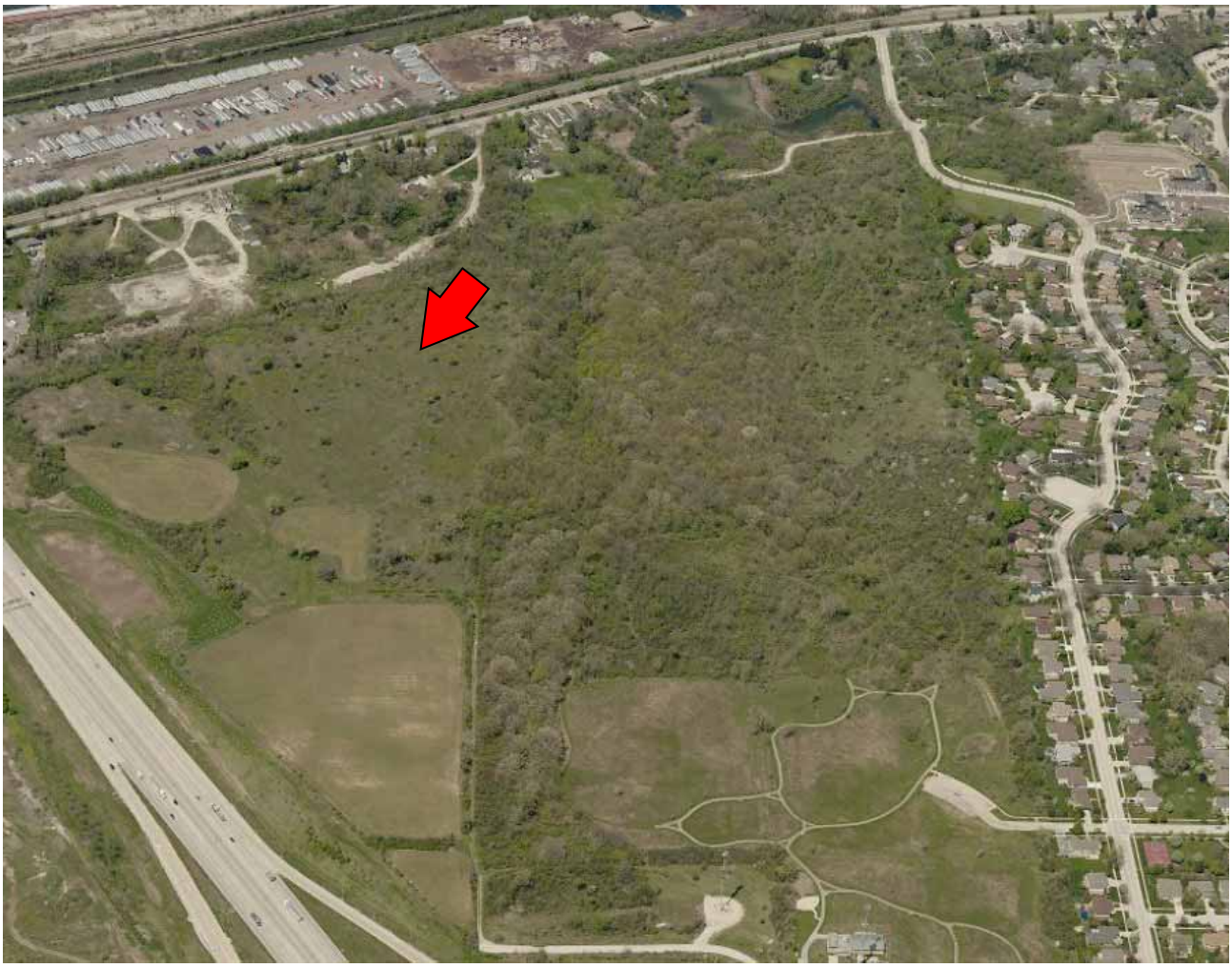
Plat Map


OUTLOT 1
OWNERS SUBDIVISION OF LOT 25
OUTLOT 1
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
LOT 30
COUNTY CLERKS DIVISION OF SECTION 30-37-11
LOT 24
LOT 23
LOT 17
LOT 31
COUNTY CLERKS DIVISION OF SECTION 30-37-11

Plat Map


FINAL PLAT & P.U.D.
OF
COPPER RIDGE
OUTLOT 1
OUTLOT 2
OUTLOT E
OPEN SPACE & P.U. & D.E.
OUTLOT F
OPEN SPACE & P.U. & D.E.
LOT 80
PARK SITE
LOT 84
S.M.E & P.U. & DE.
LOT 81
S.M.E & P.U. & DE.
LOT 83
S.M.E & P.U. & DE.
LOT 85
(TO BE CONVEYED TO THE VILLAGE OF LEMONT)
OUTLOT A
OPEN SPACE & P.U. & D.E.
OUTLOT B
OPEN SPACE & P.U. & D.E.
OUTLOT C
OPEN SPACE & P.U. & D.E.
OUTLOT D
OPEN SPACE & P.U. & D.E.
COPPER RIDGE DRIVE
COPPER RIDGE COURT
PROSPECT DRIVE
TIMBERLINE DRIVE
EVERGREEN PLACE
TIMBERLINE PLACE
TIMBERLINE COURT
TIMBERLINE DRIVE
LOT 30
LOT 31
LOT 32
LOT 16
LOT X

Aerial Map



Photographs of Subject

(photo page 1)

View of Site facing South

View of Site facing North

Photographs of Subject

(photo page 2)

Street view facing South

Street view facing North

Photographs of Subject

(photo page 3)

Street view facing West on New Avenue

Street view facing East on New Avenue

Sale History

Public records and / or a private data-reporting service were used to search for prior sales of the subject real estate. The subject property was reportedly sold in July 2021. No other transactions were found within the three-year period preceding this report's effective value date.

Subject's Current Ownership	
Owner	*Information Source*
Matt Dill	Assessor's Records

Flood Hazard

According to the appropriate Federal Emergency Management Agency (FEMA) flood map, which is identified below, the subject property is not located in a zone "A" special flood hazard.

Flood Map Number	17031C0567F
Flood Map Date	11/06/2000
Flood Zone	X

Flood Maps published by FEMA are not precise. If anyone desires a precise determination of the subject's flood hazard classification, a professional engineer, licensed surveyor, or local governmental authority should make an exact determination.

Environmental Risks

Disclosure

During the course of this appraisal, the appraiser(s) did **not** detect or attempt to discover any environmental hazard on, under, above, or within the subject real estate. No overt evidence of any environmental hazard is apparent to the untrained eye. It should be known the appraiser(s) did not view the subject property with the intent of detecting any environmental hazard. It is beyond the expertise of the appraiser(s) to detect or determine the chemical nature of any substance or gas. No effort was made to dismantle or probe any part of the property to discover enclosed, encased, or concealed hazards. No effort was exerted to ascertain the presence of any environmental hazard including but not limited to the following.

Asbestos	*Urea-formaldehyde insulation*
Underground storage tanks	*Soil contamination or deficiencies*
Lead-based paint	*Toxic mold*
Radon	*PCB*
Chemical spills	*Fire resistant treated plywood (FRTP)*

Flood hazards are detailed elsewhere in this report. Except as enumerated herein, the appraiser(s) were not given the results of any environmental testing on or near the property being appraised. Neither observation of the subject property, or research conducted as part of a typical real estate appraisal suggest the presence of any hazardous substance or detrimental environmental condition affecting the subject. Nearby sites were not investigated to determine whether they are contaminated. Public information and other Internet sources were not researched to determine the presence of hazardous substances or detrimental environmental conditions in the subject's vicinity.

Federal, State, and local laws concerning any hazardous substance or gas are sometimes contradictory. Therefore, any needed clean up should comply with the most stringent laws. The appraiser(s) are **not** informed or trained in environmental legalities. It is assumed no hazardous substance or gas adversely affects the subject real estate. If the subject is adversely influenced by a hazardous condition, then the subject's market value would be impaired.

Recommendation

The presence of any hazardous condition usually diminishes market value. The value opinion formed in this report assumes there is no environmental hazard affecting the subject real estate. No responsibility is assumed by the appraiser(s) or Ovington Appraisal Service for any hazard, or for any expertise required to discover any environmentally hazardous condition. Our client is urged to retain an expert in this field, if desired.

Site Description

Address	Lot 85 – Copper Ridge Subdivision Lemont, Illinois 60439
Dimensions	See Plat
Size	30.09 acres
Shape	Irregular
Topography	Rolling
Access	Limited
Alley	None
Utilities	The property is not connected to public water or sewer at this time. Public utilities are nearby. Gas and Electric is available.
Easements	None known; none assumed
Encroachments	None known; none assumed
Adjacent Roads	Timberline Dr.
Curbs & Gutters	Concrete curbs, concrete gutters
Sidewalks	Concrete
Nearby Land Uses	Mostly Single Family Residential
Major Flaws	Lack of Frontage
Overall Features	The land has typical physical features as compared to similar alternatives. Its overall locational attributes are average relative to competitive parcels.

Legal Description

PARCEL 4:

LOT 23 (EXCEPT THAT PART IN OWNERS' SUBDIVISION) AND THAT PART OF LOT 24, LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY, AS RELOCATED BY PROCEEDINGS OF HIGHWAY COMMISSIONERS OF THE TOWNSHIP OF LEMONT ON JULY 10, 1883 AS APPEARS IN SAID HIGHWAY COMMISSIONER'S RECORD BOOK NO. 1 AT PAGES 107 TO 114 IN COUNTY CLERKS' DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate Taxes

The subject is a proposed parcel. As such, it does not have a Parcel Identification Number.

Zoning and Development History

The surrounding zoning to the north consists of R-4 Single-Family Detached Residential and to the south is R-1 Single-Family Detached Residential and INT Institutional. The west is vacant and to the east is R-4 Single-Family Residential.

In the past, the subject's area has been designated as an R-4 Single Family zoning area with a conservation overlay. At present, the subject's property is part of a subdivision known as Copper Ridge which has a preliminary approval.

Previous to the current development plan, the subject property was annexed to the Village in 2017 for the Vistancia subdivision. At that time, it was zoned a combination of R-4 Single-Family Detached and R-5 Single-Family Attached Residential. The Vistancia project consisted of 102 acres with a total of 270 dwelling units divided into two phases with 67 single-family detached homes and 54 single-family attached homes. Phase II was approved for 81 single-family detached homes and 68 single-family attached homes. The construction for Vistancia never commenced and final approval was never applied for by the former developer.

Subsequent to the Vistancia subdivision plan, Taylor Morrison proposed to develop 69.18 acres and donate 28 acres to the Village of Lemont. The proposed 94 dwelling development on approximately 69 acres had an overall density of 1.4 units per acre, but the 28 acres being donated to the Village brought the overall density to 2.3 units per acre.

The currently proposed Copper Ridge Subdivision was rezoned to R-5A and R-6 Residential District. The subdivision is planned for development with 19 detached single-family homes and 60-unit duplex properties for a total of 79 units with a proposed density of 1.13 units per acre. Below is the approved zoning and bulk requirements for the subdivision.

.

APPROVED ZONING PER PUD PLAT

ZONING: R-5A & R-6
SINGLE FAMILY LOTS: 19
MULTI-FAMILY LOTS: 60

SETBACK	R-5A REQ./ORDINANCE	R-5A APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	10'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN. LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	3,000 S.F.	3,000 S.F.
LOT COVERAGE:	55%	55%

SETBACK	R-6 REQ./ORDINANCE	R-6 APPROVED/PUD
FRONT:	25'	25'
REAR YARD:	30'	30'
CORNER SIDE YARD:	25'	25'
SIDE YARD:	15'	10'
R.O.W. WIDTH:	66'	60'
MIN. LOT SIZE:	10,000 S.F.	10,000 S.F.
MIN.LOT WIDTH:	75'	75'
MIN. LOT AREA PER UNIT:	2,500 S.F.	2,500 S.F
LOT COVERAGE:	65%	65%

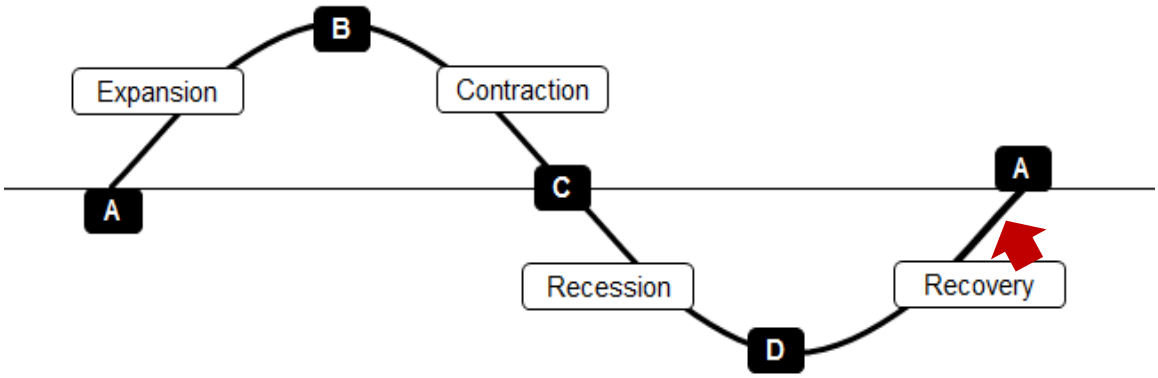
♦ Analyses & Conclusions • • •

Value Introduction

For real estate that is predominantly unimproved vacant land, there are six valuation methods. The most frequently used sales comparison approach is employed in this report.

Real Estate Cycles

Real estate generally has four market cycles. "Understanding where the market is and forecasting the extent of duration of the cycle are important in projecting the pattern of future income."[1] These cycles are depicted below.



The red arrow depicts the appraiser(s) opinion of the subject's position in the market cycle.

Segment	Name	Characteristics
AB	Expansion	Growing demand, rental rates climbing above replacement cost, decreasing vacancy, concessions not prevalent, high profit potential stimulating much new construction
BC	Contraction	Stable to weakening demand, stable to weakening vacancy, small concessions beginning to occur, rents stable to mildly weakening, profit potential shrinking so new construction slowing
CD	Recession	Stagnant to declining demand, vacancy growing, rental rates falling, significant concessions prevalent, new construction virtually halted
DA	Recovery	Demand strengthening, vacancy shrinking, rental rates starting to climb, concessions shrinking, new construction beginning to occur
Time until the **next** major point		1 to 2 years

[1] *Advanced Concepts & Case Studies,* pg 253, Appraisal Institute, copyright 2010

Highest and Best Use

Introduction

A highest and best use identifies the most reasonably probable and appropriately supported use of the property appraised. Since market conditions change, a property's highest and best use may change as well. This analysis is an essential step in the determination of market value. Market dynamics determines a property's use and an appraisal values that use. Practically speaking, a highest and best use analysis forms a framework for the proper selection of comparables.

The "*Dictionary of Real Estate Appraisal*", fifth edition, copyright 2010 by the Appraisal Institute defines this term on page 93 as:

> *"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physically possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use - that is adequately supported and results in the highest present value"*

The concept of Highest and Best Use is based upon four major criteria, which are summarized below:

1. *Legally Permissible* — The use must be legal or probable. That is, the use must conform to existing zoning restrictions, or there must be a reasonable likelihood a rezoning or variance may be granted. Private agreements like deed restrictions and leases must also be considered.

2. *Physically Possible* — Physical attributes of the land that must be considered include size, access, shape, orientation, soil conditions, potential hazards, topography, and utilities. Physical attributes of the building that must be analyzed include design, size, efficiency, mechanical systems, floorplan, construction materials, quality, and physical condition.

3. *Financially Feasible* — Land may be developed with different uses. Only those uses, which produce a positive net return over time with acceptable risk, are deemed financially viable. This use must not depress surrounding property values.

4. *Maximum Productivity* — Of all uses that survive the first three tests, there is only one use, which produces the greatest return with the least risk. This single use represents the property's Highest and Best Use. Supply and demand are constantly fluctuating, so it is common for a property's highest and best use to change.

Highest and Best Use

Introduction

Highest and best use demand analyses can be categorized into two different levels of detail - Inferred and Fundamental. A fundamental analysis forecasts future demand from projections of broad demographic and economic data like population, income, and employment. Existing supply is inventoried. Then, the relationship of supply and demand is weighed to determine net demand. If net demand is positive, more of that property type is needed. Of course, the opposite is also true.

An inferred analysis is based on local trends and patterns from which inferences are made. This type analysis presumes that recent past trends will continue for the near future. Sale prices, number of competitive listings, marketing intervals, and / or price changes for other similar properties infer there is adequate demand for the subject at a price level congruous with the available data. An inferred analysis emphasizes historical data while a fundamental analysis is based on expected future occurrences.

This appraisal's highest and best use was based, in part, on an inferred demand analysis. Following below are detailed considerations used to form a highest and best use determination for the property appraised.

Buyer Types

The most likely buyer type is crucial to highest and best use. Different buyer types have different motivations and different perceptions of risk. The buyer type must be identified to better understand applicable approaches and the selection of cap rates and yield rates. Different buyer types are identified below.

Owner-User	Acquires real estate mostly for its use; vacancy & investment yield are not primary criteria. Property suitability is the major objective.
Passive Investor	Seeks an established income stream; usually does not change the property in any meaningful way; generally prefers long-term ownership
Developer	Acquires real estate to physically or legally change it in some significant fashion; accepts substantial risk so expects major reward; short-to-medium holding period
Speculative Investor	Buys real estate solely as an investment with most of the reward at termination; property use is not a primary consideration; medium-to-long-term holding period; usually buys during weak market conditions, so accepts huge risk. Mantra: Buy low, sell high.
Pure Speculator	Buys real estate solely as an investment with most of the reward at termination; property use is usually not a major consideration; buys during conditions of rapidly appreciating prices; short-to-medium ownership period.

Highest and Best Use

Most Likely User

The most likely user is also important. Clearly, users of an age-restricted multiunit residential structure have needs and preferences that are much different from young married couples with small children. These preferences and needs affect value, so the most likely user should be identified to judge the extent that existing or proposed improvements fulfill those needs.

Timing of Use

A crucial component of a highest and best use is timing. If the timing of a use is not now, when is it? When timing for a specific use cannot be identified, then that use is not the best. If the highest use is not within a decade, then the time-value of money usually precludes that use. When the timing of a use is within a few years, what is the interim use? Remaining dormant is a legitimate interim use.

As Now Vacant

Since the subject is vacant, how can it be used? This question is answered by applying the four tests of highest and best use.

Legally Permissible

Legal restrictions fall into two main categories - private and public. Private restrictions are agreements imposed by previous owners. Examples include access easements, use limitations, and leases. Public constraints include zoning, right-of-way easements, historic districts, and utility easements.

The subject has a mixed zoning of R-5A and R-6 Residential. Based on recent zoning approvals, the subject property is understood to be zoned for development of both detached and attached single family homes.

The subject property is located North of the Lemont Township Heritage Woodland Sanctuary. The Sanctuary provides 59-acres of restored habitat including prairie, savanna, wetlands and woodland. Visitors can walk the trails and view over 100 species of native trees, wildflowers, and wildlife. According to the Lemont Comprehensive Plan, the subject property previously had a Conversation Overlay. This is likely due to its location adjacent to Open Space and Recreation use land in the area. Conservation matters would likely be considered important by Village Official when considering potential uses of the subject property.

Physically Possible

Physical attributes commonly considered include size, shape, access, flood potential, topography, and availability of utilities. Characteristics that may be significantly detrimental, but the appraiser(s) are not trained to detect or determine environmental hazards or soil conditions.

There are no known environmental concerns or adverse soil conditions. The land is not located in a FEMA special flood hazard. Sewer and water connections are proximate. The entire parcel is physically large enough for subdivision. Current zoning approvals for 2.3 units per acre indicate a potential for 68 units.

The subject property has a ravine along the eastern edge of the site with elevation grade changes of about 100 feet. These steep grades would make development of the entire site area challenging.

The subject has no frontage which is a limiting factor. Development of the subject would require assemblage with an adjacent parcel for street access. Assemblage with parcels to the North and East would require a substantial investment in a roadway and bridge project to traverse the ravine that bisects the subject and runs along its north boundary line.

Per conversation with land brokers in the area, the subject property at one time was under consideration by a developer for development together with the adjacent 27 acres to the west and south known as the Selbka Property.

The Selbka property (outlined in Red) to the south has an unusual shape and would benefit substantially by the assemblage with the subject property. For this reason, it is likely that future development of the Selbka property would desire an assemblage with the subject property.

The subject is an appeal site with rolling terrain and adjacent to the Natural Conservation area. The location benefits from its excellent transportation linkages to both the Metra Commuter Line and I-355. The subject would be a highly desirable for a high-end estate residential property.

Additionally, the subject has potential for conservation use. It's location and proximity to the Lemont Township Heritage Woodland Sanctuary make it ideal for Open Space and Recreational Use.

Financially Feasible

Uses that are impossible or improbable physically and legally are first eliminated. Those uses that remain are then tested to determine whether they produce sufficient net income to fully pay for all operating expenses and provide adequate compensation for all invested capital.

Due to the subject's desirable location, high demand for new single-family homes, and limited supply of existing lot inventory, single-family development of the subject is a financially feasible use.

Maximum Productivity

Maximum productivity is considered only if more than one use survives the first three tests. This concept holds land will be developed with the use that returns the greatest positive reward over time assuming it is appropriately supported. However, the numerical return should not be the sole determinant. The numerical reward must be weighted within the context of risk. When a use is expected to produce a very attractive return but the risk is very high, that use is often eliminated.

The optimal use of the subject would be for a single-family development when assembled with the adjacent Selbka property. Without assemblage with the Selbka property, large scale development of the subject property would not be feasible. Alternatively, the subject could be developed as a high-end single-family estate residential home site with access via an easement by necessity over an adjacent property. These two uses are the maximally productive use of the site.

Highest and Best Use

Conclusion

The subject should remain vacant at this time and eventually be developed with single family homes.

Physical Use	A residential use
Timing of Physical Use	Immediately develop
Interim Use	No Interim Use
Market Participants	
Most Likely Buyer	A speculator who just intends to resell the land
Most Likely User	A Developer

In light of the foregoing highest and best use determinations, comparables were selected with the same or similar highest and best use. This data is very influential while forming a value opinion for the property appraised.

Land Value “As Is”

Land Value

Introduction

The best method of valuing vacant land is the sales comparison approach. Sales of similar sites are gathered and compared to the parcel being appraised. Differences affecting value are noted. Adjustments to compensate for dissimilarities are applied applicable transactions. Adjusted comparables produce an indication of value for the subject parcel.

Any factor can affect value. Those considered during this appraisal’s land valuation process included yet are not limited to prominence of location, date of sale, size, shape, availability of utilities, zoning, topography, and access. Numerous sales were reviewed; however, only those deemed most comparable were selected for detailed analysis. All conveyed on an “arm’s length” basis except if specifically noted otherwise. Land sales shown herein are presented on a dollar per acre basis as a common denominator.

Sale 1

Address	14411 Main Street Lemont, IL
Condition of Sale	REO
Data Source	CoStar, Assessor
Size	7.7 Acres
Zoning	R-5 Residential
Utilities	Electric, Gas, Sewer, Water
Annexed	Yes
Shape	Rectangular
Topography	Generally Level
Proposed Use	Residential Development
Sale Date	December 2016
Sale Price	$265,000
Price per Acre	$34,416

Comments
A rectangular site comprised of several parcels located along the north side of Main Street and Walker Road. This parcel was marketed as having residential development potential. At one time, this parcel was part of a 19.2-acre site which had preliminary approval for 196 townhome units. This site is adjacent to the Metra commuter rail line – an adversity which limit development potential to townhomes or multi-family.

Sale 2

Address	16430 New Ave. Lemont, IL
Condition of Sale	Arm's Length
Data Source	CoStar, Assessor
Size	9.91 Acres
Zoning	Residential
Utilities	Electric, Gas, Sewer, Water
Annexed	Yes
Shape	Irregular
Topography	Generally Level
Proposed Use	Residential Development
Sale Date	November 2015
Sale Price	$377,500
Price per Acre	$38,092

Comments
A very irregular shaped parcel located immediately north of the subject property. This parcel has limited frontage with just 97 feet along New Ave. The property was marketing as having development potential to build several single-family homes. The property is improved with an older split-level house which offers minimal contributory value.

Sale 3

Address	16548 New Ave. Lemont, IL
Condition of Sale	Arm's Length
Data Source	CoStar, Assessor
Size	8.43 Acres
Zoning	Residential
Utilities	Electric, Gas, Sewer, Water
Annexed	Yes
Shape	Irregular
Topography	Generally Level
Proposed Use	Residential Development
Sale Date	August 2016
Sale Price	$450,000
Price per Acre	$53,381

Comments
An irregular shaped vacant parcel located along the south side of New Avenue immediately north of the subject property. The property was previously improved with an older split-level house.

Sale 4

Address	13101 Parker Rd. Lemont, IL
Condition of Sale	Arm's Length
Data Source	CoStar, Assessor
Size	10.40 Acres
Zoning	Residential
Utilities	Electric, Gas, Sewer, Water
Annexed	Yes
Shape	Rectangular
Topography	Generally Level
Proposed Use	Residential Development
Sale Date	May 2018
Sale Price	$785,000
Price per Acre	$75,481

Comments
An R-4 zoned parcels approved for development with 40 attached single-family homes. This property was purchased by Beechen & Dill homes. The development is known as the Villas at Willow Pointe. This parcel was purchased with entitlements for development. Entitlements (zoning, plan approvals) contribute significant value to a property. Approximately ½ of the sale price of this comparable is judged to be entitlement value.

Land Value

Analysis

The subject and all cited comparable sales share several characteristics. They are all located in Lemont and have residential development potential. These commonalities justify inclusion of these transactions in this analysis.

Conditions of Sale An adjustment for conditions of sale is necessary when a criterion of market value is violated. It could compensate for unusual buyer or seller motivations. For instance, when a seller gives a buyer an atypical rebate, discount, credit, or something of value to induce a conveyance, the sale price is usually inflated. In this case, it is logical to deduct the worth of the giveback from the sale price. Residual sums represent the property's market value. In another scenario, a buyer may pay a premium to facilitate an assemblage. In this instance, the premium must be deducted from the sale price to derive market value for that conveyance. Sales 1 was adjusted upwards for REO sale conditions.

Market Conditions Adjustments for market conditions are commonly referred to as time adjustments, but this is misleading. Value does not change due to the passage of time; sometimes it remains stable. Often real estate values fluctuate due to changes in supply and demand, interest rates, employment, or inflation. This type adjustment compensates for change in market conditions between a sale's transaction date and a later point in time. Sales 1-3 sold during 2015 and 2016. Market conditions have improved warranting upward adjustment to these sales. Sale 4 sold in 2018. Market conditions have been stable over the prior 2-3 years.

At present a 29-acre development site in Lemont is under contract for purchase. The site was marketed at a price of $2,000,000 or $69,000 per acre. The site is located at 26701 135th Street in unincorporated Cook County within Lemont township.

Property size is typically an influential variable. Often an inverse relationship exists between price and size. That is, the larger the parcel, the lower the price per acre selling price.

Zoning and Utilities The zoning of each property was considered. An annexed property with access to public sewer and water is more valuable for development. Additionally, annexation typically increases the development density of a project. All sales were judged as equal with respects to zoning, annexation, and access to public utilities.

Access Access view road frontage increases the utility of a site, ease of development, and desireability. All sales have superior accessibility compared to the subject property which is no street frontage and would require an assemblage or easement for access.

Land Value

Analysis and Conclusion

These four sales which sold for $34,000 to $75,000 per acre are superior to the subject due to having street access and better development potential. In order for the subject to have development potential it would be necessary to assemble the parcel with the adjacent Selbka property. The Selbka property is comprised of 27.39 acres and is currently offered for sale at a price of $2,800,000 or $102,000 per acre.

Based on the four comparable sales above, the subject would likely have a value per acre in the lower end of this range if sold without any entitlements with the intention to assemble with the adjacent Selbka property. These sales indicate a value for the subject property of $38,000 per acre.

Since development of the subject for a single-family subdivision would be impossible without an assemblage with the adjacent Selbka property, we considered the subject property for use as a single-family estate site. The following sales of large estate sites were found in the subject's market area and provide an indication of the subject's value if purchased for this use.

Sale	Address	Acres	Sale Date	Sale Price	Price per Acre
1	18114 S Parker, Mokena, IL	10	Jul-18	$360,000	$36,000
2	21640 Hanover Hills Rd, Barrington, IL	12	Feb-20	$410,000	$34,167
3	5 Farrell Rd, Joliet, IL	10	May-21	$305,000	$30,500
4	8806 Wolf Rd, Burr Ridge, IL	10	Aug-17	$295,000	$29,500
5	80th Ave, Frankfort, IL	10	Oct-19	$180,000	$18,000
6	Canton Farm & Drauden, Joliet, IL	17	Sep-20	$298,000	$17,529
7	970 Guerin Rd. Green Oaks, IL	35	Sep-17	$525,000	$15,000

All other factors being equal, larger sites tend to sell for a lower price per acre. As a single-family estate residential site, the subject property would likely sell for $16,000 per acre.

The above data and analysis indicate two possible values for the subject based on use. If the subject was assembled with the adjacent Selbka property, the estimated value is estimated at $38,000 per acre. If the subject was sold as an Estate residential site, the value is estimated at $16,000. Development of the subject for use as an Estate residential homesite would require access via an easement by necessity.

These two scenarios seem equally plausible, therefore roughly equal probability weighting was placed on both indicated values. Therefore, the subject's final value is estimated near the average of the two indicated per acre values or $25,000 per acre.

After consideration of all factors pertaining to and influencing land values, the following is selected as the most fitting value indication for the subject parcel. Accordingly,

Subject Parcel(s)	30.09	Acre @	$25,000	Per Acre =	$752,250

Indicated Market Value of Subject Land
"As Is" $750,000
Via Sales Comparison, Say

Value Summary

The subject property consists of 30.09 acres parcel. It is now zoned for single-family residential. A highest and best use analysis concluded assemblage of the property with an adjacent property or development of the property as an estate residential site. Since these two uses were judged to be equally plausible, both were considered in arriving at the subject's value.

In addition to the above analysis, the value of the subject if purchased by a Forest Preserve or Not-for-Profit was also considered. The following sales in the subject's area were purchases of land for conservation use. These sales of land for conservation use which sold between $21,274 and $27,809 per acre are supportive of the final value conclusion for the subject property.

Sale 1

Address	Hoberg & Gougar Rd, Joliet, IL
Sale Date	February 2015
Purchaser	Illinois Audubon Society
Intended Use	Land Conservation
Sale Price	$1,900,000
Acres	89.31
Sale Price per Acre	$21,274

Sale 2

Address	17W125 Frontage Rd, Darien, IL
Sale Date	January 2015
Purchaser	DuPage County Forest Preserve
Intended Use	Land Conservation
Sale Price	$250,000
Acres	8.99
Sale Price per Acre	$27,809

After careful consideration of all factors pertaining to and influencing value, the data and analysis thereof firmly supports a market value for the subject real estate as of October 15, 2021…

$750,000 Market Value "As Is"

Exposure Time

Terminology abounds in the real estate appraisal profession. Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion.

Term	Definition	Explanation
Exposure Time (Statement 6)	*"The estimated length of time the property interest being appraised would have been offered on the market **prior** to the hypothetical consummation of a sale at market value on the effective date of the appraisal".*	Backward looking, ends on the effective value date. Based on factual, past events
Marketing Time (Advisory Opinion 7)	*"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value during the period immediately after the effective date of the appraisal".*	Forward looking, starts on the effective value date. A forecast based on expectancies of future occurrences.

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale and sale prices have been stable. Sale concessions have not been prevalent. In light thereof, an estimated exposure time for the subject is 8 to 10 months assuming competitive pricing and prudent marketing efforts.

Certification

The appraiser signing this report makes the following certifications to the best of his / her knowledge and belief.

- The statements of fact contained in this report are true and correct.

- Reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions contained within this report, and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- The appraiser has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

- The appraiser has no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.

- This engagement is not contingent upon developing or reporting predetermined results.

- Compensation paid to the appraiser is not contingent upon the development or reporting of a predetermined value, or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

- Reported analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

- A statement regarding observation of the subject property by the appraiser is listed below. The appraiser is not a professional property inspector. Furthermore, the appraiser has no formal training in the use of tools or instruments as part of a professional property inspection. The appraiser's observation was limited to just those physical features and attributes that are not hidden or obscure in any fashion by any object or weather condition. The appraiser did not use any tools or instruments, beyond those typically used by appraisers, to probe, study, investigate, detect, or discover any physical feature or attribute that was not clearly visible on the date the property was observed.

Appraisers	Observations
Lee Ovington, MAI, SRA	Just From The Property Periphery

- No one provided significant real property appraisal assistance to the appraiser(s) signing this certification.

- The appraisers have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report during the three-year period immediately preceding acceptance of this assignment.

Certification

- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, Lee Ovington, MAI, SRA has completed the continuing education program for Designated Members of the Appraisal Institute.

- After careful consideration of all factors pertaining to and influencing value, the data, and analysis thereof firmly supports the following final value opinion(s) for the subject property as of October 15, 2021

$750,000 Market Value "As Is"

Lee Ovington, MAI, SRA
Certified General Real Estate Appraiser
Illinois License 553.001203
License Expiration Date: 9/30/2023

♦ Addenda • • •

Qualifications of Lee Ovington, MAI, SRA

PROFESSIONAL EXPERIENCE
Real Estate Appraiser - 5/86 to Present.
Owner/President of Ovington Appraisal Services
Broker/Owner of Realty Professionals, Inc.

EDUCATIONAL BACKGROUND
2019 - Rural Valuation, Appraisal Institute
2018 - Fundamentals of Separating Intangible Value, Appraisal Institute
2017- Appraising Conservation Easements, Appraisal Institute
2016 - Business Practice and Ethics, Appraisal Institute
2015 - Collateral Underwriter, Appraisal Institute
2015 - Chicago Real Estate Market Conditions, Appraisal Institute
2013 - Insurance Replacement Valuation, Appraisal Institute
2012 - FHA and the Appraisal Process, Appraisal Institute
2011 - Multifamily Acquisition Pricing, Appraisal Institute
2011 - Analyzing Tenant Credit Risk, Appraisal Institute
2009 - Appraising the Tough Ones, Appraisal Institute
2009 - Subdivision Analysis, Appraisal Institute
2008 - Business Practices and Ethics, Appraisal Institute
2007 - Report Writing 540, Appraisal Institute
2007 - Eminent Domain and Condemnation, Appraisal Institute
2007 - Advanced Applications 550, Appraisal Institute
2006 - Adv. Cost and Sales Approaches 530, Appraisal Institute
2006 - Highest and Best Use 520, Appraisal Institute
2005 – Rates, Ratios, and DCF, Appraisal Institute
2003 - USPAP 400, Appraisal Institute
2001 - Advanced Income Capitalization 510, Appraisal Institute
1999 - USPAP 430, Appraisal Institute
1997 - General Application 320, Appraisal Institute
1997 - Basic Income Capitalization 310, Appraisal Institute
1997 - Residential Income Capitalization, Appraisal Institute
1997 - Income Capitalization 2.2, N.A.I.F.A.
1997 - Income Property Appraising 2.1, N.A.I.F.A.
1993 - Appraisal Procedures, Appraisal Institute.
1990 - Standards of Professional Practice, Appraisal Institute.
1989 - Residential Valuation, Appraisal Institute.
1989 - Real Estate Appraisal Principles, Appraisal Institute.
1989 - Home Construction, Society of Real Estate Appraisers.
1986 - Real Estate Investment and Analysis, N.I.U.
1986 - Real Estate Principles, N.I.U.
1986 - B.S. in Finance, Minor in Real Estate, N.I.U.

MEMBERSHIPS / AFFILIATIONS
Member of the Appraisal Institute
Member of the National Association of Realtors.
Member of the Fox Valley Association of Realtors.
Member of the Illinois Coalition of Appraisal Professionals

PROFESSIONAL DESIGNATIONS & LICENSES
MAI & SRA Designations - Appraisal Institute.
HUD Approved FHA Appraiser.
IDOT Approved Appraiser.
Certified General Real Estate Appraiser, Illinois #553-001203.
Real Estate Broker, Illinois, #075-091261.

Copyright Protection

© Copyright 2019
Ovington Appraisal Service
South Elgin, Illinois 60177
All Rights Reserved.

No part of this document may be reproduced, nor may any portion be incorporated into any information retrieval system without written permission from Ovington Appraisal Service, the copyright holder.

The descriptions, analyses, and conclusions stated herein are intended for the exclusive use of our client, Matt Dill, and other explicitly identified intended users, solely for the intended use stated in this document.

Ovington Appraisal Service retains all rights, title, and interests in all trademarks, trade names, trade secrets, data, conclusions, opinions, valuations, and other information included in, arising out of, or in any way related to this appraisal.

No person or entity shall be entitled to break down, strip out, mine, or disseminate any component or portion of this report, including, but not limited to any valuations, opinions, data compilations, or conclusions.

This report and all its contents is a culmination of intellectual and professional experiences, education, personal investigations, and know-how, which shall at all times remain the property of Ovington Appraisal Service, its sole owner.

End of Report

EXHIBIT C

Title Commitment

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Purchase of Rotary 2 Post Vehicle Lift through Sourcewell Purchasing Cooperative
DATE: January 24, 2022

SUMMARY/BACKGROUND
Staff has determined the current 2 post Rotary vehicle lift has reached the end of its useful life. The lift is approximately 20 years old and is showing signs of wear. With a lift capacity of only 9,000 lbs., this no longer serves the Village fleet as the size and weight of vehicles has increased over the years. The new lift has a capacity of 20,000 lbs., which will be able to service current and future vehicle fleet needs.

The Sourcewell Purchasing Cooperative contract 061015-RRL quote for the Rotary 2 Post Vehicle Lift model SPO20 with certain specifications and equipment with installation is $30,087.53

ANALYSIS
The Public Works Department was able to obtain Government Pricing through Sourcewell, formerly NJPA. The purchase of this equipment has been budgeted in FY2022 as part of the 5-year capital equipment plan.

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

STAFF RECOMMENDATION
Pass the Resolution Authorizing the Purchase of a Rotary 2 Post Vehicle Lift.

BOARD ACTION REQUESTED
Pass the Resolution Authorizing the Purchase of a Rotary 2 Post Vehicle Lift.

ATTACHMENTS
A Resolution Authorizing the Purchase of Rotary 2 Post Vehicle Lift Through Sourcewell Purchasing Cooperative.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-22

A RESOLUTION AUTHORIZING THE PURCHASE OF ROTARY 2 POST VEHICLE LIFT THROUGH SOURCEWELL PURCHASING COOPERATIVE

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

RESOLUTION NO. R-_____-22

A RESOLUTION AUTHORIZING THE PURCHASE OF ROTARY 2 POST VEHICLE LIFT THROUGH SOURCEWELL PURCHASING COOPERATIVE

WHEREAS, it has become necessary for the Village of Lemont ("Village") to purchase a Rotary 2 Post Vehicle Lift Model SPO20 with certain specifications and equipment; and

WHEREAS, Sourcewell Purchasing Cooperative has on behalf of local governments bid for the purchase of Rotary 2 Post Vehicle Lifts pursuant to cooperative contract 061015-RRL; and

WHEREAS, the quote was provided by the qualified vendor Vehicle Service Group, LLC.; 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 quote submitted, the President and Village Board have determined that it is advisable, necessary, and in the best interests of the Village to participate in the Sourcewell Purchasing Cooperative contract for the purchase of one (1) Rotary 2 post vehicle lift model SPO20 with certain specifications and equipment at a price not to exceed $30,087.53; and

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

SECTION 1:

The Foregoing findings and recitals are hereby adopted as section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2:

The Village shall participate in the Sourcewell Purchasing Cooperative Contract 061015-RRL, and hereby approves the quote for a Rotary 2 Post vehicle lift model SPO20 with certain specifications and equipment from Vehicle Service Group, LLC for the purchase of necessary equipment at a price not to exceed $30,087.53.

SECTION 3:

The Village President, Village Administrator, or his designee are also hereby authorized to execute any documents and take any other steps to purchase the Rotary 2 Post Vehicle Lift model SPO20 with certain specifications and equipment in accordance with the quote submitted by Vehicle Service Group, LLC. and take any other steps necessary to carry out this Resolution.

SECTION 4:

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Rotary Lift Sourcewell Quote and Equipment Brochure

Rotary Lift
Sourcewell Contract Quotation

Contract Number: 061015-RRL

Quote # : 2021414
Date: 1/13/2021
Requested By: Ted Friedley-Chris Huber
Quote Expires: 2/13/2021
Payment Terms: 1/2%-15th,NET 30
Warranty: 1yr. Parts & Labor

Note: Quote for equipment and installation.

Prepared By: Christine Bilz

***If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).**

Project Name: Village of Lemont Member #37147

Model No.	Description	Unit Price Ea.	Qty.		Extended Price
SPO20	2 Post Surface Lift 20,000lb Capacity With TRIO	$ 19,572.53	1		$ 19,572.53
	Arms				
XXX01CTT	Installation in second bay includes labor and	$ 10,515.00	1		$ 10,515.00
	travel to remove current 2 post lift in same bay,				
	floor being scanned due to shop floor having in-				
	floor heatm hydraulic oil				
	*does not include concrete				
	*does not include electric, air feed and final hook-				
	up, any additional shimming or epoxy anchors				
	due to any unforeseen floor conditions,				
	*owner to prepare floor and to make sure the lift				
	will fit into bay (floor area and ceiling height)				
	***does not include any applicable sales tax**				
Freight	Pre Paid By Rotary Lift				
				Total Price:	$ 30,087.53

ADDITIONALTERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the extisting agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be

binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or ommission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to a 20% restocking fee

Sourcewell #:	061015-RRL	**Rotary Lift**
CAGE #:	7K311	**2700 Lanier Dr.**
Tax ID #:	90-0501347	**Madison, IN 47250**
DUNS #:	00-638-2634	**Christine Bilz, Government Sales Leader**
		800.445.5438 x5655
		800.578.5438

SPO16/20 Two Post Lifts

HEAVY-DUTY SYMMETRIC LIFTS

16,000 lbs. / 20,000 lbs. CAPACITIES

SHOCKWAVE EQUIPPED

Available with
SHOCKWAVE™

SPOTRIO™
HD SERIES LIFTS
16,000 lbs. / 20,000 lbs. capacities

Model shown: SPO20U0T0RD
20,000 lbs. capacity SHOCKWAVE-equipped lift

This lift is designed for most class 4 and 5 vehicles.
Some vehicles within each class may exceed arm capacity but not the lift capacity.
Please consult vehicle axle information and lift manual for more information.

BUY AMERICA

The World's Most Trusted

www.rotarylift.com

SPO16/20 Two Post Lifts

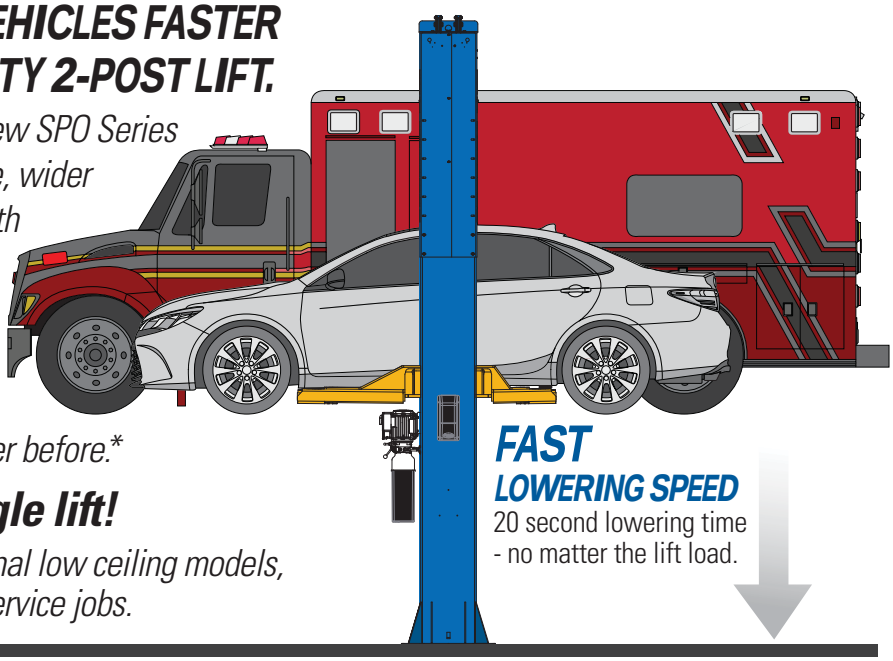
16,000 lbs. and 20,000 lbs. CAPACITIES

NEW SUPER DUTY SYMMETRIC LIFTS WITH GREATER LIFTING CAPACITIES AND PATENTED THREE-STAGE TRIO™ ARMS!

INDUSTRY LEADING VERSATILITY:

PICK UP A GREATER VARIETY OF VEHICLES FASTER AND EASIER ALL ON ONE HEAVY DUTY 2-POST LIFT.

Packed with industry leading features, these new SPO Series lifts combine high capacity, a low profile stance, wider options and extreme arm reach possibilities with patented lifting speed!



SHOP VERSATILITY

*From Class 1 to Class 5 vehicles, low profile TRIO™ arms maximize lifting capabilities as never before.**

Service your entire fleet on a single lift!

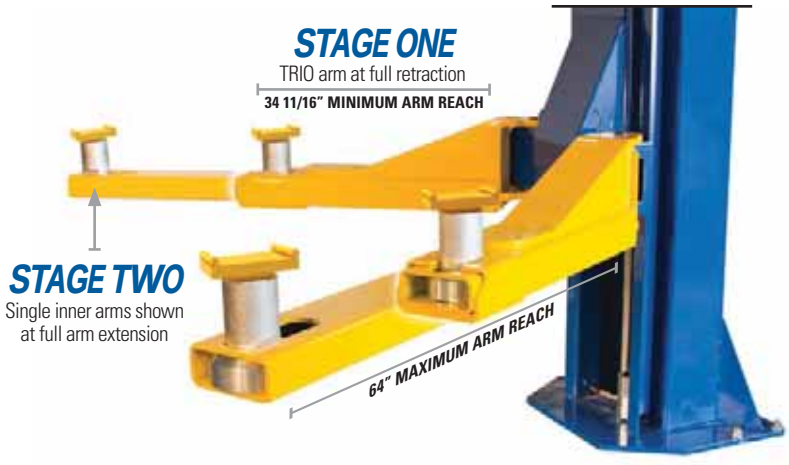
With capacities up to 20,000 pounds and optional low ceiling models, you can be assured we have a lift for all your service jobs.

FAST
LOWERING SPEED
20 second lowering time - no matter the lift load.

SPO TRIO™ ARMS:
THREE STAGES OF FLEXIBILITY IN A TWO-PIECE ARM!

No extra heavy inner arms to move for positioning. Greater productivity equals higher profits per bay, every day!

TRIO 3-STAGE ARM RANGE



STAGE THREE ADAPTER REACH

Patented multi-position adapter slider

Integrated ***"third stage" adapter adjustment*** easily slides to a pinpoint vehicle contact location without having to move heavy inner arms - *saving technicians even greater set-up time!*

***NOTE:** Level bay floors provide the best underbody clearance needed to accomodate the broadest range of vehicles to spot and lift. Wide setting installations create the best tire clearance on shorter wheelbases. Vehicle axle weight MUST NOT EXCEED one half of total lift capability. Maximum arm load is 1/4 of lift rated capacity.

LIFT FEATURES

HIGHER LIFTING CAPACITIES
SPO16: 16,000 lbs. (7257kg)
SPO20: 20,000 lbs. (9072kg)

MAXIMIZE RISE HEIGHT
Rise is measured from floor to adapter in the lowest and highest position.
77 - 31/32" to 80 - 1/32"
(1979 to 2035mm)

THE ORIGINAL "DOUBLE S" COLUMN DESIGN
The single piece column design maximizes column strength.

SHOCKWAVE™ EQUIPPED
Supercharge your lift with SHOCKWAVE™ and make your lifting speed twice as fast!

36 SECOND RISE TIME!°

Patented DC power system reduces operating costs.°°

Accelerate productivity immediately!

Increase service orders per bay!

Added productivity equals EXTRA PROFIT!

° Actual rise times may vary depending on weight of the vehicle.

°° Shockwave's patent pending DC power system uses two standard Group 24 batteries with built in 110v power battery charger. Batteries not included.

SPOTLINE™ Motion Activated Laser
Standard with SHOCKWAVE-equipped lifts, this laser-guided system helps center vehicles quickly and accurately the first time.

EFFICIENT LOCKING SYSTEM
Column locks engage every 4" and are fully accessible for maintenance.

AIR OPERATED LOCK RELEASE
Single point air operated lock release.

AUTOMATIC ARM RESTRAINTS
Restraints engage when the lift is raised.

MULTIPLE HEIGHT ADJUSTMENT OPTIONS
Standard height options from 15' to 16' 6"
(4572 - 5029mm)
Low ceiling adjustments from 13' 6" to 14' 6"
(4115 - 4420mm)

SYMETRICAL DESIGN WITH THREE COLUMN WIDTH OPTIONS
Improve vehicle access for your shop.
From 12' 11" (3937mm) to 13' 11" (4242mm)

PATENTED TRIO™ ARMS: THREE STAGES OF FLEXIBILITY IN A TWO-PIECE ARM
Spotting vehicles has never been faster and easier.

Model shown: SPO20U0T0BL
20,000 lbs. capacity SHOCKWAVE-equipped lift

SINGLE-PIECE OVERHEAD
Robust design for greater strength.

THREAD-UP ADAPTERS FOR EASY VEHICLE CONTACT
Adjustable adapters with rubber pads come standard with ultra-strong 10" (2 each) and 5" (4 each) stackable adapter extensions.

Minimum Adapter Height: 5 31/32" (152mm)

Maximum Adapter Height: 8 1/32" (203mm)

5" Low Step Height: 10 31/32" to 13 1/32" (278-344mm)

10" High Step Height: 15 31/32" to 18 1/32" (406-470mm)

CLIP ON ADAPTER PADS

Rubber padded adapter clips provide lifting option for spotting unibody passenger cars. Set of four (4) standard.

OPTIONAL ROUND ADAPTERS FOR UNIBODY VEHICLES

Round rubber adapters provide a 3/8" lower profile for pinch weld lifting.

LIFTING CAPACITY:
11,000 lbs. (4989kg) / 2,750 lbs. per arm (1247kg)

#FJ71015KIT for SPO16 / #FJ71016KIT for SPO20

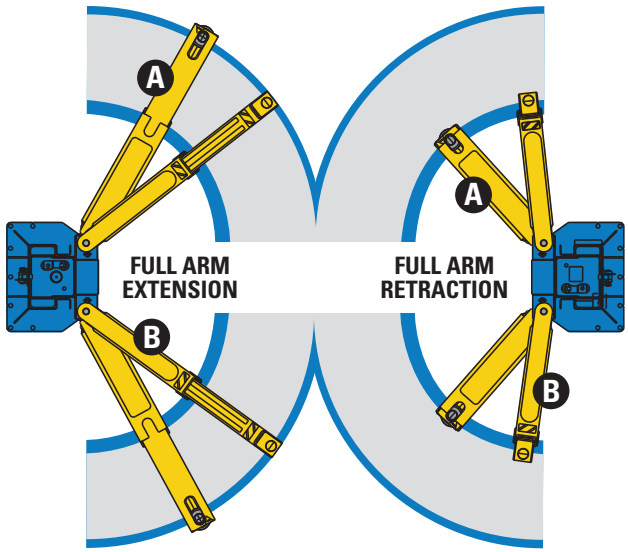
SPO TRIO™ ARMS 22% GREATER ARM REACH
VERSUS CONVENTIONAL 2-STAGE ARMS
GREATER REACH AND RETRACTION

A SPO16 / 20 TRIO ARMS — ARM REACH RANGE: 64" to 34-11/16"

ADAPTER AREA COVERAGE: 9,088 SQUARE INCHES

B 2-STAGE ARMS CONVENTIONAL — ARM REACH RANGE: 62" to 38-1/2"

ADAPTER AREA COVERAGE: 7,395 SQUARE INCHES



MEASURED IN WIDEST STANCE INSTALLATION

WHEEL SPOTTING DISHES
Two (2) three-position spotting dishes come standard.

LIFT SPECIFICATIONS†

	Lifting Capacity	**SP016** 16,000 lbs. (7257kg) **SP020** 20,000 lbs. (9072kg)
	Max. Load (per arm)	**SP016** 4,000 lbs. (1814kg) **SP020** 5,000 lbs. (2268kg)
A.	Rise° Min.Truck Adapter Height Max.Truck Adapter Height	 77 31/32" (1979mm) 80 1/32" (2035mm)
B.	Height Overall: Standard Adjustments Low Ceiling (LC)	 15' to 16' 6" (4572-5029mm) 13' 6"to 14' 6" (4115-4420mm)
C.	Width Overall (outside to outside of base plates) Narrow Standard Wide **Wide setting provides greatest tire clearance for shorter wheelbases**	 12' 11" (3937mm) 13' 5" (4089mm) 13' 11" (4242mm)
D.	Drive-Thru Clearance Narrow Standard Wide	 105 11/32" (2677mm) 111 11/32" (2829mm) 117 11/32" (2981mm)
E.	Floor To Overhead Switch	15' 10 13/16" (4851mm)
F.	Reach / Front Arm Min./Max.	34 11/16" (881mm) / 64" (1626mm)
G.	Reach / Rear Arm Min./Max.	34 11/16" (881mm) / 64" (1626mm)
H.	Min./Max.Truck Adapter Height	5 31/32" to 8 1/32" (152-203mm)
I.	Min./Max.Low Step Height	10 31/32"to 13 1/32" (278-344mm)
J.	Min./Max.High Step Height	15 31/32"to 18 1/32 (406-470mm)
K.	Inside Columns Narrow Standard Wide	 120 15/32" (3061mm) 126 15/32" (3213mm) 132 15/32" (3366mm)
	Motor / Voltage** **With SHOCKWAVE**	2 HP: SP016 / 4 HP: SP020 / 208v-230v **5 HP / 110v**
	Time of Full Rise **With SHOCKWAVE*****	81 seconds at full capacity **60 seconds at full capacity** **36 seconds at half capacity**
	Time of Descent	**20 seconds for all vehicles**
	Ceiling Height Required: Standard Low Ceiling (LC)	 15' 2" to 16' 8" (4576-5080mm) 13' 8" to 14' 8" (4166-4470mm)
	Min. Bay Size	15' x 30' (4572 x 9144mm)
	Total Product Weight	3,500 lbs.

° Rise is measured from floor to adapter in lowest and highest position

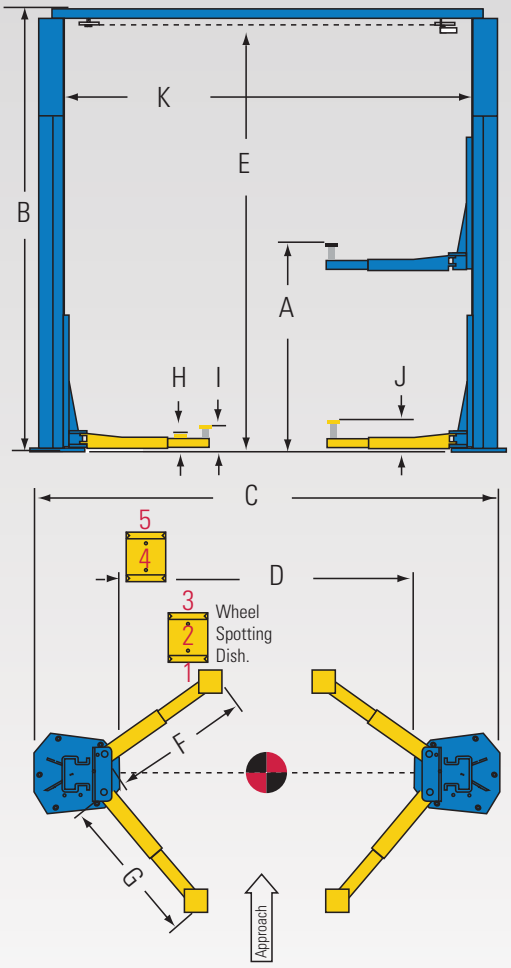
** Optional DC SHOCKWAVE battery power available

*** Actual rise times may vary depending on weight of the vehicle

Standard color of lifts are blue and red unless otherwise noted. Gray and black are available at no additional charge. Additional colors are available,consult your Rotary® representative for details.

RAL5005 RAL3002 RAL7040 RAL9005

Models: SP016 / SP020



STANDARD / OPTIONAL LIFT FEATURES

FEATURE (Standard Feature ● / Optional Feature ○)	SP016 16,000 lbs.	SP020 20,000 lbs.
Lift column design	Symmetric	Symmetric
ALI Certified	●	●
Surface mounted models	●	●
3-stage TRIO™ arms	●	●
Automatic arm restraints	●	●
Single point air lock release	●	●
Multi-position locking systems	●	●
Original single piece "Double S" column construction	●	●
Hydraulic cylinders in each column	●	●
Overhead cables / clear floor design	●	●
Overhead padded switch bar	●	●
Multi-position wheel spotting dish	●	●
Seismic rated column baseplate	○	○
Low ceiling model available	○	○
SHOCKWAVE™ Equipped models	○	○

†**NOTE:** Level bay floors provide the best underbody clearance needed to accomodate the broadest range of vehicles to spot and lift. Wide setting installations create the best tire clearance on shorter wheelbases.

Vehicle axle weight MUST NOT EXCEED one half of total lift capability.

Maximum arm load is 1/4 of lift rated capacity.

ROTARY LIFT SPO16/20

HEAVY-DUTY SYMMETRIC TWO-POST LIFTS

Service your whole fleet with one lift.

All of Rotary's award winning light duty features can be found on our heavy duty two-post lifts. With capacities up to 20,000 lbs. and options like low ceiling and extended width models, you can rest assured we have a lift for your job.

VISION / QUALITY / SAFETY

ROTARY LIFT PRODUCT BENEFITS

ENGINEERED FOR PRODUCTIVITY

For decades, Rotary® has been the recognized leader in vehicle service lifts. This legendary reputation has set the standard for quality, durability, reliability and attention to safety throughout the automotive service market.

SERVICE AND SUPPORT

With Rotary lifts, you have the service and support you need. Our world-wide network of service companies are always standing by.

THIRD-PARTY GOLD CERTIFIED

Rotary lifts are third party tested by ETL and certified by ALI to meet or exceed strict ANSI standards such as cable cut and deformation tests. Be sure the lift you buy has the gold ALI/ETL label that assures your lift has been tested to meet these standards.

Rotary Lift
2700 Lanier Drive
Madison, IN 47250, USA

North / South America Contact Information
Sales: p 800.640.5438
e userlink@rotarylift.com
Tech. Support: p 800.445.5438
e techlink@rotarylift.com

Global Contact Information
USA: 1.812.273.1622
Canada: 1.905.812.9920
Latin America / Caribbean: 1.812.273.1622
Brazil: +55.11.4534.1995

Assistance for Government Purchasing
Government Sales: 800.445.5438 X5655

GSA Advantage!® FSS Contract No. GS07F294AA

NASPO ValuePoint formerly WSCA-NASPO Contract No. 05316

Sourcewell Formerly NJPA Contract No. 061015-RRL

Lit# Rotary_SPO16_20_Brochure_2018.08

©2018 VEHICLE SERVICE GROUP℠, Printed in U.S.A., All Rights Reserved.
Unless otherwise indicated, ROTARY LIFT, VEHICLE SERVICE GROUP℠, DOVER and all other trademarks are property of Dover Corporation and its affiliates.

Trio Arms™ (US Patent No. 8,973,712 / US Patent No. 9,550,658)

For additional world wide contact information and a complete guide to our product offering, visit us on the web at **rotarylift.com**.