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
November 14, 2022 – 6:30 PM
418 Main Street
Lemont, IL 60439
AGENDA

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

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

- III.A Approval of Minutes
- III.B Approval of Disbursements
- III.C A Resolution Approving a Plat of Dedication for 623 4th Street
- III.D An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060.B: Alcoholic Beverages (Decreasing the Number of Class C-1 Liquor Licenses - CVS Pharmacy)

IV. Mayor's Report

- IV.A Truth in Taxation Public Hearing for the 2022 Proposed Property Tax Levy
- IV.B Public Hearing to Consider a Proposed Annexation Agreement with PDV Midwest Refining, LLC.

V. Clerk's Report

- V.A An Ordinance Authorizing the Execution of an Annexation Agreement for

104.7 Acres of Property Located West of Smith Road in Lemont, IL (PDV Midwest Refining L.L.C)

V.B An Ordinance Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008

V.C A Resolution Approving Terra Engineering Ltd. Proposal for Phase I Engineering Professional Services

V.D A Resolution Approving 3 Final Plats of Subdivision for Gleneagles Unit 2A, Unit 2B and Unit 3

V.E A Resolution Approving a Final Plat of Subdivision of Marbella of Lemont

V.F A Resolution Approving a Final Plat of Subdivision for General Fry's

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Audience Participation

1. Please "Raise Your Hand" to speak and you will be asked to speak when it is your turn.

2. Mention your first and last name clearly for meeting minutes purposes.

3. Each person gets maximum 3 minutes to speak.

XIII. Executive Session Discussion Under Chapter 5 ILCS

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: November 14, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Minutes

BOARD ACTION REQUESTED
Approval of Minutes

ATTACHMENTS
COW minutes 10-17-22_gs.pdf
VB 10-24-22.pdf

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
October 17, 2022
6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439

MINUTES

Trustees: Ken McClafferty, Ron Stapleton, Janelle Kittridge (zoom), Rick Sniegowski, Dave Maher and Mayor John Egofske. Kevin Shaughnessy – absent.

Staff: George Schafer, Jason Berry, Attorney Mike Stillman, Darshana Prakash and Janet Schatz

I. Call to Order 6:30 pm

II. Roll Call

III. Discussion Items

A. Village of Lemont Police Pension - Presentation of Municipal Compliance Report, Actuary Report and Tax Levy Request.

The Municipal Compliance Report was presented. Not a lot of detail coming from the State of Illinois at this time concerning the pension on their website. Mr. Mayor asked about the fire pension. Brian reported they moved their money six months ahead of the Police pension. Currently the pension is down to a 6 percent loss. With the gain last year and the lost this year, it is evened out. Mayor confirmed these figures are for the year April 2021 – 2022. Majority of loss is in the bond funds. Brian stated they left monies in a money market fund and did not send all the money to the state. The state would not take the cash with litigations pending. Brian would like to keep the investment the same as last year at 1.1 million. The market has gone down 20% since April and now is the time to buy low. Darshana, Finance Director confirmed we will have 1.1 million at the end of the year. Dave the actuary from Lauterbach & Amen is present and noted we have a healthy portfolio with a five-year average of 136% contribution ratio.

Trustee Sniegowski asked if an assumption study can be done earlier than five years out with six or more employee's potentially retiring. Trustee Sniegowski believes the future employee attitude is to retire before the 30 year mark. Trustee Stapleton asked what the payment at retirement is. Brian noted at 50 years old and 30 years of service, an employee will get the full 75 percent payout. Trustee Maher asked about the future of both the fire and police pensions. Brian said their intention is to merge both the fire and police funds. Mayor Egofske asked what the rate of return is. 6 ¾ came out of the most recent study stated Brian Kondrat.

B. 2022 Property Tax Levy Estimates - Truth in Taxation

Public hearing for the tax levy is scheduled for November 14, 2022, reported Darshana, Finance Director. We can levy up to 5 percent or the CPI, whichever is lower. We can add 2.5 percent due to new growth. George Schafer said he feels justified to do the entire 7.5 percent due to having outstanding obligations in police pension.

C. Annexation Agreement with PDV Midwest Refining LLC & 135th Street Industrial Development Concept Discussion

George Schafer said that the intention was to have a proposed developer for property west of Smith Road be in attendance to discuss a development concept for the area. However, they could not make the meeting due to a family issue. George Schafer mentioned that an annexation corridor is necessary so properties in the area are contiguous to the Village boundaries and can be considered for annexation and rezoning. The area has been subject to discussion over the year from Lemont, Lockport, and Romeoville on who best can serve. It's been determined that Romeoville cannot feasibly serve the area for utilities and the area is north of Lemont's boundary line with Lockport. Much of the refinery is unincorporated with the offices in the Village of Romeoville's corporate boundary. CITGO is willing to annex its vacant territory along Smith Road to the Village so the Village can expand its territory west of Smith Road. Citgo has no intention of developing and it will be open space going forward including Bambrick Park. Any future development in this area would have to go through the Planning and Zoning commission for a review and approved by the Village Board. There has been development interest including a Class-A industrial warehouse development but currently we are working on the annexation agreement with the refinery. Mayor pointed out that this area will have potential utility lines later and Will County has already expanded 135th Street to 4 lanes up to Smith and will continue that expansion east to Archer. Mr. Schafer stated that he would like to avoid having this area build out in unincorporated Will County but rather be annexed to Lemont. November we will have another meeting with further details. Citizens are concerned about the fifty acres near the subdivision. Mayor Egofske asked those present, to present a list of questions for the issue.

D. Downtown Rail Crossing Improvement Program Discussion

Mr. Schafer introduced Clay Shipley from Veenstra & Kimm. In 2020 the Village approved an engineering agreement with Knights Engineering to begin studying a potential railroad crossing at Walker Road. A grade separation solution at Walker Road was recommended by the ICC and the state was able to secure $8 million for this solution. The separated solution presented challenges to property owners in the area, particularly the Forge, so it was put on hold pending further feedback and discussion with the ICC. The ICC came out in August to walk the entire corridor through downtown and provide recommendations. The ICC expressed concerns with all the traffic entering the Forge from Pruxne and recommended additional improvements. A new concept was introduced including improvements to other crossings in the downtown to satisfy this recommendation. The $8 million has been removed from the program but may be available again if the ICC can approve a solution by the Village. The ICC is concerned about the Forge using Talcott as their main access and wants to see improvements. ICC wants to know the future of the Forge concerning road entrance and exits.

Another concept discussed is to change alignment of Talcott Talcott and update crossings on Holmes and Stephen Street. This would be in conjunction with the closing of McGwire and improving Boyer. The improvements could also qualify for quiet zones. The Forge Phase II was discussed and the need to solidify their plans and access. An improved Boyer would be helpful for access to Forge for deliveries and staff. Trustee Maher questioned the access point locations. Mayor Egofske questioned the ownership of all the property near Walker. Bill Brennan is the owner and it is up for sale. ICC money can be used for acquisition. IDOT is in phase II engineering for Main Street and still acquiring land. Clay will reach out to the ICC and work closely with George on future options.

E. Downtown Improvements

Jason Berry reported that the Village had approved the license agreement for Dig's on Canal. Jason would like to review Matt's Barbeque and Bottles. Digs on Canal and Pollyanna's will be a license for improved public property. This is $500.00 yearly license fee. A sidewalk café will be a $100.00 license. Sidewalk on Budnik Plaza

is an improvement to public property. There are parking lease agreements with Ordinik and Red Shamrock for Cornerstone's parking.

Trustee Stapleton wants to make sure the roadway is listed separately from the sidewalk. Trustee Maher asked if Matt's has a kitchen, not just the smoking in the parking lot. Jason said yes, he makes his sides in the building. Matt's would also like to add a pergola and a roof for outside eating during the winter. The Village would like to have him paint his container. Trustee Sniegowski said he could put the bolts into the grade not above.

TIF money has been distributed for a total of $79K in grants to businesses. There is another round to be done by April 30, 2023 if there is interest.

IV. Unfinished Business

George Schafer mentioned that Mr. Schmidt is concerned with the Copper Ridge development adjacent to his house. He is upset with parking for the workers on street. Matt Dill hopes to have a stop sign in by the end of October near Evergreen Drive. Trustee Maher said the curve is bad for sight with extra commercial trucks and the stop sign solution should help. The construction fence is also blocking the sight and will be amended.

Chief Maton addressed the Village Board concerning the golf cart ordinance. The Trustees think it is not appropriate for our village and will not change the code, also per Maton's recommendation.

This November, Bluestone will be coming in with the final plat. The rest of the project, six acres is still not finalized. An apparel company is interested. They are trying to secure state funding and want to move on it fast. Village might be able to help them through a TIF incentive and will respond to their requests. $625K is the price of the land per agreement with Bluestone.

V. New Business

VI. Audience Participation

VII. Executive Session Discussion Under Chapter 5 ILCS 120

VIII. Adjourn
The Committee of the Whole Meeting is adjourned at 9:10 p.m.

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
October 24, 2022
6:30 p.m.

The regular meeting of the Lemont Village Board was held on Monday, October 24, 2022 at 6:30 p.m. with Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call

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

III) Consent Agenda

A) Approval of Minutes

Cover Page

VB 9-26-22 minutes.pdf

B) Approval of Disbursements

Cover Page

9-27 - 10-10-22.pdf

10-11 - 10-24-22.pdf

C) Ordinance O-45-22 Authorizing the Acquisition of Real Estate for a Public Purpose (494 Senon Drive)

Cover Page

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

D) Ordinance O-46-22 Approving a License Agreement (Bottles)

Cover Page

An Ordinance Approving a License Agreement (Bottles)

License Agreement Bottles

EXHIBIT A BOTTLES

E) Ordinance O-47-22 Approving a License Agreement (Matt's Barbecue)

Cover Page

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

License Agreement Matt's Barbecue

EXHIBIT A MATT'S

F) Ordinance O-48-22 Approving a License Agreement (Pollyanna)

Cover Page

An Ordinance Approving a License Agreement (Pollyanna)

License Agreement Pollyanna

EXHIBIT A POLLYANNA

G) Ordinance O-49-22 Approving a License Agreement (Digs on Canal)

Cover Page

An Ordinance Approving a License Agreement (Digs on Canal)

License Agreement Digs on Canal

EXHIBIT A DIGS ON CANAL;

H) Resolution R-64-22 Approving Business District Improvement Grants for the September 2022 Cycle in Lemont, IL

Cover Page

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

I) Resolution R-65-22 approving Amendment #2 to Professional Services Agreement between HR Green, Inc. and the Village of Lemont, IL (Water Supply Alternatives)

Cover Page

resolution for HR Green-2nd Amendment-10.24.22.pdf

AMD2_HRG_Water_Supply_Study_092922-F.pdf

Motion by Ronald Stapleton, seconded by Ken McClafferty, to approve Consent Agenda.

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

IV) Mayor's Report

- Recognition OAN
- Lemont High School District 210 Referendum Information Presentation
- Mayor's Mention:
  1. There are still a number of Lemont-ster Day events taking place through the end of this month. Visit our dedicated webpage at, Lemontster Days . com for detailed event information and registration. Hope and Friendship Foundation is holding a special "Treat or Treat" food collection for the food pantries. You can find the much needed items list and drop off locations on the website. The Forge Celebrates Halloween on October 29 & 30 starting at 2p.m. with hayrides, ghost stories, self-guided scavenger hunts, movies and more.
  Also at The Forge is Zombie Apocalypse tactical laser tag with multiple time slots available on October 28, 29 & 30. Registration is required. Be sure to visit the Lemontster Manor homes that entered the decorating contest sponsored by Lemont Park District. There are 20 homes on the list and the addresses can be found on the Park District's website and social media.
  Lemont Public Library hosts Trick-or-Treat on Sunday, October 30, from 1:30 – 4:30 pm.
  Trick-or-Treating in the Village is from 3:00 p.m. to 6:30 p.m. on Monday, October 31. Turn your front porch light on if you welcome trick-or-treaters. Again, please visit the dedicated website at, Lemont-ster Days . com .

  2. Marbella of Lemont held their ground breaking ceremony just over a week ago. This 79-unit luxury apartment complex will be built on the former Peterson's Hardware site.
  The developer, Lotus Design Development, announced the start of construction with a completion in 2024. This is a mixed-use complex which includes 10,000 SF of NEW commercial and restaurant space with underground parking, and 32,000 SF of open public space.
  The Village welcomes this $30 million investment into our community, which aligns with our comprehensive plan and provides new housing and retail opportunities in the downtown.

V) Clerk's Report

V.A Ordinance O-50-22 Authorizing a Real Estate Exchange Agreement Between the Village of Lemont and Marbella of Lemont, LLC

Cover Page

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

Real Estate Exchange Agreement 1 with exhibits

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

Jason Berry stated this ordinance is for the exchange of real estate approved by all attorneys. This parcel will be exchanged in January 2023.

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

V.B Ordinance O-51-22 Annexing to The Village of Lemont Approximately 3.1958 Acres Located at 13855 Main Street in Lemont, IL

Cover Page

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

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

Jason Berry reported this parcel was de-annexed from Palos Park and the same zoning M3 will be honored.

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

V.C Ordinance O-52-22 Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to M-3 Heavy Manufacturing District for 2.565 Acres Located at 13855 Main Street In Lemont, IL

Cover Page

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

Motion by Janelle Kittridge, seconded by Ken McClafferty, to approve.

Jason Berry stated the rezoning is consistent under the current ownership.

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

V.D Resolution R-66-22 Approving a Final Plat of Subdivision of 13769 Main Street in Lemont, IL

Cover Page

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

Motion by Janelle Kittridge, seconded by Ken McClafferty, to approve.

Jason Berry noted this one lot is joined with the other two under one owner, zoned as M-3.

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

VI) Village Attorney Report

VII) Village Administrator Report

VIII) Board Reports

IX) Staff Reports

Chief Maton announced the police department participates in the Drug Takeback program. Unused and expired drugs can be dropped off in the lobby of the department for recycling. The No Shave fundraiser is going on to benefit three school teachers at 113A. The Police Department will be taking donations till the end of November for the benevolent fund.

X) Unfinished Business

Trick or Treat hours on Monday, October 31 is 3 p.m. till 6:30 p.m. Please leave your porch light on for Trick or Treaters.

XI) New Business

XII) Audience Participation

XIII) Executive Session Discussion Under Chapter 5 ILCS

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 Janelle Kittridge, to adjourn the meeting at 7:15 p.m.

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Administration
THROUGH:
SUBJECT: Approval of Disbursements
DATE: November 14, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Disbursements

BOARD ACTION REQUESTED
Approval of Disbursements

ATTACHMENTS
10-25 - 11-14-22.pdf

Payment Register

From Payment Date: 10/25/2022 - To Payment Date: 11/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
23723	10/27/2022	Reconciled		11/07/2022	Accounts Payable	LOEVY & LOEVY ATTORNEYS AT LAW	$25,000.00	$25,000.00	$0.00
	Invoice		Date	Description			Amount		
	CH6290		10/27/2022	SETTLEMENT FOR HARRIS VS LPD			$25,000.00		
23724	10/25/2022	Reconciled		10/27/2022	Accounts Payable	FM BANKCARD PROCESSING CENTER	$99,172.38	$99,172.38	$0.00
	Invoice		Date	Description			Amount		
	2023-00000376		10/25/2022	SEPTEMBER PROCUREMENT CARD			$99,172.38		
23725	11/01/2022	Open			Utility Management Refund	HOWARD, BOBBY	$522.74		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Senior		201525-001	refund overpayment		11/01/2022	Refund		
23726	11/01/2022	Open			Utility Management Refund	SHOEMAKER, JACK & ELIZABETH	$8.26		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		101506-002	refund final balance		11/01/2022	Refund		
23727	11/14/2022	Open			Accounts Payable	ARNIE'S AUTO BODY SUPPLY, INC.	$310.12		
	Invoice		Date	Description			Amount		
	000527090		10/31/2022	plow paint			$310.12		
23728	11/14/2022	Open			Accounts Payable	ASSOCIATED PROPERTY COUNSELORS, LTD.	$4,500.00		
	Invoice		Date	Description			Amount		
	2022-135		10/09/2022	CANAL ST APPRAISALS-I&M TIF			$4,500.00		
23729	11/14/2022	Open			Accounts Payable	AT&T MOBILITY	$556.26		
	Invoice		Date	Description			Amount		
	VIO102022		11/04/2022	plate readers 10/5-11/4			$556.26		
23730	11/14/2022	Open			Accounts Payable	BLACK DIRT INC.	$120.00		
	Invoice		Date	Description			Amount		
	2633		10/25/2022	dirt			$120.00		
23731	11/14/2022	Open			Accounts Payable	CASTLETOWN HOMES, INC.	$19,000.00		
	Invoice		Date	Description			Amount		
	2017-00000728		11/03/2022	REFUND - 14251 LACEY DR.			$1,000.00		
	2021-00000050LT		10/24/2022	REFUND- 14260 LACEY DR			$5,500.00		
	2021-00000050		11/02/2022	REFUND- 14260 LACEY DR			$1,000.00		
	2021-00000051LT		10/24/2022	REFUND- 14264 LACEY DR			$5,500.00		
	2021-00000053T		11/02/2022	REFUND- 14272 LACEY DR			$500.00		
	2021-00000054LT		10/24/2022	REFUND- 14276 LACEY DR			$5,500.00		
23732	11/14/2022	Open			Accounts Payable	CINTAS CORPORATION	$67.09		
	Invoice		Date	Description			Amount		
	5129308471		10/12/2022	0010696710 - First Aid cabinet service - V.H.			$67.09		
23733	11/14/2022	Open			Accounts Payable	CLEAR CHANNEL OUTDOOR INC	$1,100.00		
	Invoice		Date	Description			Amount		
	25152237		10/24/2022	ARCHER BILLBOARD LEMONT DOWNTOWN			$1,100.00		

Payment Register

From Payment Date: 10/25/2022 - To Payment Date: 11/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23734	11/14/2022	Open			Accounts Payable	COMED	$870.54		

Invoice	Date	Description	Amount
22-10-0007	10/24/2022	1173160007 - street lights - talcott, e of stephen	$128.34
22-10-4052	10/24/2022	2163104052 - street lights - stephen st 1 S river	$38.54
22-10-8014	10/24/2022	3909078014 - street lights - illinois, e of stephen	$21.76
22-10-2285	10/24/2022	1389012285 - 0 W State St, 1N Canal*Festival Lemont	$27.41
22-10-8029	10/26/2022	0615008029 - EDBOSSERT DR METR 0 E STATE ST	$19.56
22-10-1019 (2)	10/28/2022	0515251019 - 322 Main St Lemont	$24.47
22-10-9011 (2)	10/28/2022	6534089011 - street lights - 411 Singer Ave Rear	$150.53
22-10-3015 (2)	10/31/2022	0432203015 - street lights - 44 Stephen St	$124.28
22-10-2063 (2)	10/31/2022	1443022063 - street lights - KA Steel path	$23.34
22-10-7033 (2)	10/31/2022	2213017033 - Main St lift station - bell rd, main st	$178.22
22-11-0155	11/01/2022	1515080155 - street lights - 451 Talcott	$9.13
22-11-3016	11/01/2022	9338003016 - street lights - houston 1N schultz	$20.59
22-11-4009	11/01/2022	0348764009 - street lights - 47 Stevens St	$104.37

23735	11/14/2022	Open			Accounts Payable	COMMUNITIES FOR RESPONSIBLE & EFFICIENT WATERWAYS	$5,000.00		

Invoice	Date	Description	Amount
CR23-1007	11/03/2022	ANNUAL MEMBERSHIP	$5,000.00

23736	11/14/2022	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	$4,260.00		

Invoice	Date	Description	Amount
2022-0569	10/28/2022	IT SUPPORT	$4,260.00

23737	11/14/2022	Open			Accounts Payable	ILLINOIS CITY COUNTY MANAGEMENT ASSOCIATION (ILCMA)	$50.00		

Invoice	Date	Description	Amount
4001	11/01/2022	JOB POSTING	$50.00

23738	11/14/2022	Open			Accounts Payable	ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION	$65.00		

Invoice	Date	Description	Amount
7102	11/02/2022	DUES FOR 2023	$65.00

23739	11/14/2022	Open			Accounts Payable	ILLINOIS STATE POLICE	$310.75		

Invoice	Date	Description	Amount
22-09-30 ISP	09/30/2022	FINGERPRINTING	$310.75

23740	11/14/2022	Open			Accounts Payable	ILLINOIS STATE POLICE	$30.00		

Invoice	Date	Description	Amount
2022144934	10/31/2022	B. VAITIEKUS	$30.00

23741	11/14/2022	Open			Accounts Payable	JIM'S TRUCK INSPECTION LLC	$37.00		

Invoice	Date	Description	Amount
193976	10/21/2022	safety lane	$37.00

23742	11/14/2022	Open			Accounts Payable	KEVIN A JESSEN DBA MATCO TOOLS	$151.10		

Invoice	Date	Description	Amount
58810	11/01/2022	tools	$39.60
58383	10/18/2022	tools	$111.50

Payment Register

From Payment Date: 10/25/2022 - To Payment Date: 11/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23743	11/14/2022	Open			Accounts Payable	KIMBALL MIDWEST	$119.52		
	Invoice		Date	Description			Amount		
	100405211		10/19/2022	safety supplies			$119.52		
23744	11/14/2022	Open			Accounts Payable	LAW ENFORCEMENT RECORDS MANAGERS OF IL	$80.00		
	Invoice		Date	Description			Amount		
	1830		10/25/2022	LERMI MEMBERSHIP - M GRACIA			$40.00		
	1829		10/24/2022	LERMI MEMBERSHIP - JUDY RADOMSKI			$40.00		
23745	11/14/2022	Open			Accounts Payable	MAHONEY, SILVERMAN & CROSS, LLC.	$1,488.75		
	Invoice		Date	Description			Amount		
	60499		09/14/2022	TIF LEGAL			$1,488.75		
23746	11/14/2022	Open			Accounts Payable	MARKET ON STATE INC	$19,175.75		
	Invoice		Date	Description			Amount		
	22-11-02 MOS		11/03/2022	APRIL-AUG 2022 SALES TAX REBATE			$19,175.75		
23747	11/14/2022	Open			Accounts Payable	MARTH CONSTRUCTION	$1,000.00		
	Invoice		Date	Description			Amount		
	2022-00000059		10/24/2022	REFUND - 12130 SADDLEBROOKE LN			$1,000.00		
23748	11/14/2022	Open			Accounts Payable	MENARDS	$252.80		
	Invoice		Date	Description			Amount		
	14728		10/18/2022	propane			$139.44		
	14863		10/21/2022	supplies			$13.29		
	15211		10/28/2022	tarps			$75.98		
	14673		10/17/2022	well 3 parts			$6.58		
	14531		10/14/2022	well 3 parts			$17.51		
23749	11/14/2022	Open			Accounts Payable	METROPOLITAN FIRE PROTECTION	$6,031.00		
	Invoice		Date	Description			Amount		
	54990		11/04/2022	fire alarm inspection			$534.00		
	54989		11/04/2022	fire alarm inspection			$462.00		
	54988		11/04/2022	fire alarm inspection			$217.00		
	54987		11/04/2022	fire alarm inspection			$351.00		
	54986		11/04/2022	fire alarm inspection			$351.00		
	54985		11/04/2022	fire alarm inspection			$317.00		
	54984		11/04/2022	fire alarm inspection			$1,414.00		
	54983		11/04/2022	fire alarm inspection			$933.00		
	54982		11/04/2022	fire alarm inspection			$501.00		
	54946		11/03/2022	sprinkler inspection			$292.00		
	54947		11/03/2022	sprinkler inspection			$267.00		
	54948		11/03/2022	sprinkler inspection			$392.00		
23750	11/14/2022	Open			Accounts Payable	MONROE TRUCK EQUIPMENT	$78,998.00		
	Invoice		Date	Description			Amount		
	78964		09/30/2022	vibrator			$1,544.00		
	78918		09/30/2022	2022 Peterbilt 388 Body and Equipment			$77,454.00		
23751	11/14/2022	Open			Accounts Payable	MUNICIPAL CLERKS OF ILLINOIS	$195.00		
	Invoice		Date	Description			Amount		
	22-11-07 CS		11/07/2022	MEMBERSHIP RENEWAL-SMOLLEN			$65.00		

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	22-11-07 JS		11/07/2022	MEMBERSHIP RENEWAL - SCHATZ		$65.00			
	22-11-07 LM		11/07/2022	MEMBERSHIP RENEWAL - MOLITOR		$65.00			
23752	11/14/2022	Open			Accounts Payable	MUNICIPAL RESEARCH SERVICE INC	$1,100.00		
	Invoice		Date	Description		Amount			
	22-10-20 MRSI		10/24/2022	FY22 CAFR Statistics		$1,100.00			
23753	11/14/2022	Open			Accounts Payable	ODELSON, STERK, MURPHEY, FRAZIER & MCGRATH LTD	$17,277.89		
	Invoice		Date	Description		Amount			
	35035		10/21/2022	SEPT LEGAL SERVICES		$17,277.89			
23754	11/14/2022	Open			Accounts Payable	OFFICE OF THE ILLINOIS ATTORNEY GENERAL	$30.00		
	Invoice		Date	Description		Amount			
	2022144934-3		10/31/2022	B. VAITIEKUS		$30.00			
23755	11/14/2022	Open			Accounts Payable	ORANGE CRUSH, LLC	$13,167.39		
	Invoice		Date	Description		Amount			
	99790		10/21/2022	alley blacktop		$7,509.36			
	99747		10/20/2022	alley blacktop		$5,658.03			
23756	11/14/2022	Open			Accounts Payable	POELLOT, JOSHUA, J	$500.00		
	Invoice		Date	Description		Amount			
	2023-00000396		11/01/2022	SEPT 2022 A/V Support Services		$500.00			
23757	11/14/2022	Open			Accounts Payable	RADAR MAN INC.	$544.00		
	Invoice		Date	Description		Amount			
	5533		08/31/2022	EQUIPMENT MAINT. RADAR		$544.00			
23758	11/14/2022	Open			Accounts Payable	SHAW MEDIA	$399.00		
	Invoice		Date	Description		Amount			
	102210074589		10/31/2022	LEMONT DOWNTOWN AD		$399.00			
23759	11/14/2022	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	$50.00		
	Invoice		Date	Description		Amount			
	11-22-05ma		11/01/2022	NOV 2022 Plotter Maintenance Agreement		$50.00			
23760	11/14/2022	Open			Accounts Payable	STANDARD EQUIPMENT COMPANY	$834.08		
	Invoice		Date	Description		Amount			
	P39752		10/28/2022	parts		$834.08			
23761	11/14/2022	Open			Accounts Payable	T.P.I. BUILDING CODE CONSULTANTS INC	$13,241.11		
	Invoice		Date	Description		Amount			
	202209		09/30/2022	PLAN REVIEW		$13,241.11			
23762	11/14/2022	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$5.00		
	Invoice		Date	Description		Amount			
	2022144934-2		10/31/2022	B. VAITIEKUS		$5.00			
23763	11/14/2022	Open			Accounts Payable	TRIA ARCHITECTURE INC	$3,200.00		
	Invoice		Date	Description		Amount			
	4299		10/31/2022	SPACE PLANNING OLD PD & VILLAGE HALL		$3,200.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23764	11/14/2022	Open			Accounts Payable	UNIFIRST CORPORATION	$80.18		
	Invoice		Date	Description			Amount		
	0620530961		10/31/2022	1658751 - Village Hall carpet mats			$80.18		
23765	11/14/2022	Open			Accounts Payable	VEENSTRA & KIMM, INC.	$6,926.50		
	Invoice		Date	Description			Amount		
	6761002		10/24/2022	CANAL ST UNDERGROUND			$3,015.50		
	6761003		10/24/2022	CANAL ST. UNDERGROUND			$3,911.00		
23766	11/14/2022	Open			Accounts Payable	VILLAGE OF HOMER GLEN	$16,836.19		
	Invoice		Date	Description			Amount		
	22-11-02 HG		11/03/2022	JUN - AUG 2022 SALES TAX REBATE			$16,836.19		
23767	11/14/2022	Open			Accounts Payable	VILLAGE OF LEMONT -UTILITY BILL	$195.39		
	Invoice		Date	Description			Amount		
	22-10-5045		10/01/2022	165045-001 - 14600 127TH ST			$195.39		
23768	11/14/2022	Open			Accounts Payable	WATER RESOURCES INC	$752.70		
	Invoice		Date	Description			Amount		
	36032		10/28/2022	water meter			$752.70		
23769	11/14/2022	Open			Accounts Payable	WEST SIDE TRACTOR SALES	$848.13		
	Invoice		Date	Description			Amount		
	N29703		10/19/2022	parts			$612.52		
	N29705		10/19/2022	parts			$41.68		
	N29601		10/17/2022	parts			$59.66		
	N29704		10/19/2022	cm return			($148.94)		
	N29645		10/18/2022	parts			$109.26		
	N29979		10/25/2022	parts			$173.95		
23770	11/14/2022	Open			Accounts Payable	WEX FLEET UNIVERSAL	$66.82		
	Invoice		Date	Description			Amount		
	84850248		10/31/2022	October retail fuel			$66.82		
23771	11/14/2022	Open			Accounts Payable	WILLOWBROOK FORD INC	$799.63		
	Invoice		Date	Description			Amount		
	6381417		10/18/2022	warranty repair pd1702			$349.57		
	6381598		10/25/2022	warranty repair pd 20-4			$297.56		
	5160052		10/26/2022	parts			$152.50		
23772	11/14/2022	Open			Accounts Payable	AMERICAN FIRE PROTECTION	$1,000.00		
	Invoice		Date	Description			Amount		
	2017-00001263		10/03/2022	REFUND - 14251 LACEY DR			$1,000.00		
23773	11/14/2022	Open			Accounts Payable	AMERICAN ROLL SHUTTER & AWNING COMPANY	$1,000.00		
	Invoice		Date	Description			Amount		
	2022-00000549		10/24/2022	REFUND - 12146 SADDLEBROOKE LN			$1,000.00		
23774	11/14/2022	Open			Accounts Payable	GRELE, JOHN	$522.00		
	Invoice		Date	Description			Amount		
	2021-00000743WM		10/24/2022	REFUND - 513 PORTER ST			$522.00		
23775	11/14/2022	Open			Accounts Payable	GRELE, JOHN	$1,000.00		
	Invoice		Date	Description			Amount		
	2021-00000743		10/24/2022	REFUND - 511 &513 PORTER ST.			$1,000.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23776	11/14/2022	Open			Accounts Payable	HYLAND, BRIDGET	$20.00		
	Invoice		Date	Description		Amount			
	22-10-26 BH		10/24/2022	Miscellaneous Refund		$20.00			
23777	11/14/2022	Open			Accounts Payable	LESNIAK, LYNNE	$1,000.00		
	Invoice		Date	Description		Amount			
	2022-00000269		11/02/2022	REFUND - 12901 DUNMOOR DR.		$1,000.00			
23778	11/14/2022	Open			Accounts Payable	MUD TURTLE POOLS	$1,000.00		
	Invoice		Date	Description		Amount			
	2023-0000027		10/24/2022	Refund - 13813 AMELIA DR		$1,000.00			
23779	11/14/2022	Open			Accounts Payable	PENDING INVESTIGATIONS, INC.	$300.00		
	Invoice		Date	Description		Amount			
	1016-2022		10/24/2022	INVESTIGATIVE SERVICES		$300.00			
23780	11/14/2022	Open			Accounts Payable	PMI SALES GROUP	$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00001324		10/24/2022	REFUND - 525 1ST ST		$1,000.00			
23781	11/14/2022	Open			Accounts Payable	SUNROOMS BY ENVY	$1,000.00		
	Invoice		Date	Description		Amount			
	2015-00000957		10/25/2022	REFUND - 13941 STEEPLEVIEW LN		$1,000.00			
23782	11/14/2022	Open			Accounts Payable	THE REMODELING STATION	$1,000.00		
	Invoice		Date	Description		Amount			
	2022-00000804		10/24/2022	REFUND - 3 LENOX CT.		$1,000.00			
23783	11/14/2022	Open			Accounts Payable	WOODRIDGE DECK & GAZEBO CO.	$1,000.00		
	Invoice		Date	Description		Amount			
	2020-00000534		10/24/2022	REFUND - 140 TIMBERLINE DR.		$1,000.00			
23784	11/14/2022	Open			Accounts Payable	YURITZY J & E LANDSCAPING	$1,000.00		
	Invoice		Date	Description		Amount			
	2022-00000269		10/24/2022	REFUND - 12901 DUNMOOR DR.		$1,000.00			
23785	11/14/2022	Open			Accounts Payable	HR Source	$3,750.00		
	Invoice		Date	Description		Amount			
	16953		11/02/2022	PERSONAL MANUAL REVIEW		$3,750.00			
Type Check Totals:					63 Transactions		$359,918.07	$124,172.38	$0.00
EFT									
1983	10/31/2022	Reconciled		10/31/2022	Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	$48,168.57	$48,168.57	$0.00
	Invoice		Date	Description		Amount			
	OCT 2022 IMRF		10/31/2022	OCT 2022 CONTRIBUTIONS		$48,168.57			
1984	11/09/2022	Open			Accounts Payable	PURCHASE POWER	$2,020.99		
	Invoice		Date	Description		Amount			
	22-10-27 PBPP		11/09/2022	POSTAGE MACHINE		$2,020.99			
1985	11/14/2022	Open			Accounts Payable	ACCURATE EMPLOYMENT SCREENING, LLC	$75.55		
	Invoice		Date	Description		Amount			
	AUR2132190		10/01/2022	PRE-EMPLOYMENT BACKGROUND SCREENING		$75.55			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1986	11/14/2022	Open			Accounts Payable	ALL TOGETHER LLC	$7,157.06		

Invoice	Date	Description	Amount
21224	10/07/2022	LEMONT DOWNTOWN	$7,157.06

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1987	11/14/2022	Open			Accounts Payable	AMALGAMATED BANK OF CHICAGO	$2,850.00		

Invoice	Date	Description	Amount
22-11-01 6654	11/01/2022	1856654003 Series 2017A Fees	$475.00
22-11-01 6656	11/01/2022	1856656001 Series 2017C Fees	$475.00
22-11-01 7095	11/01/2022	1857095008 Series 2019B Fees	$475.00
22-11-01 7094	11/01/2022	1857094009 Series 2019A Fees	$475.00
22-11-01 7096	11/01/2022	1857096007 Series 2019C Fees	$475.00
22-11-01 6655	11/01/2022	1856655002 Series 2017B Fees	$475.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1988	11/14/2022	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	$1,147.49		

Invoice	Date	Description	Amount
22-10-25 EA	10/25/2022	OCT. 2022 payment	$1,147.49

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1989	11/14/2022	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$9,909.41		

Invoice	Date	Description	Amount
023482	10/21/2022	650 gallons diesel	$3,036.74
580640	10/19/2022	2100 gallons diesel	$6,872.67

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1990	11/14/2022	Open			Accounts Payable	BEECHEN & DILL HOMES INC	$11,500.00		

Invoice	Date	Description	Amount
2021-00001245	10/24/2022	REFUND - 1412 NOTTING HILL DR.	$1,000.00
2021-00001245T	10/24/2022	REFUND - 1412 NOTTING HILL DR.	$500.00
2021-00001004LT	10/24/2022	REFUND - 1537 128TH ST	$10,000.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1991	11/14/2022	Open			Accounts Payable	CDW GOVERNMENT	$7,723.36		

Invoice	Date	Description	Amount
CN80021	09/03/2022	UPS BACK UP - VILLAGE HALL	$4,326.28
DV253396	11/02/2022	COMPUTERS BUILDING DEPARTMENT	$144.63
DT53012	10/31/2022	COMPUTERS BUILDING DEPARTMENT	$3,252.45

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1992	11/14/2022	Open			Accounts Payable	CHICAGO METROPOLITAN AGENCY FOR PLANNING	$623.80		

Invoice	Date	Description	Amount
#2023MUNI134	10/17/2022	CMAP CONTRIBUTION	$623.80

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1993	11/14/2022	Open			Accounts Payable	CHICAGO PARTS & SOUND, LLC	$448.63		

Invoice	Date	Description	Amount
3-0052260	10/19/2022	parts	$787.00
1CR0053970	11/02/2022	cm return	($338.37)

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1994	11/14/2022	Open			Accounts Payable	CHICAGO STREET CCDD, LLC	$1,185.00		

Invoice	Date	Description	Amount
23211	10/17/2022	dump fees	$565.00
23321	10/31/2022	dump fees	$620.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1995	11/14/2022	Open			Accounts Payable	CIVICPLUS	$455.00		

Invoice	Date	Description	Amount
244923	10/21/2022	MUNICODE SUPPLEMENT	$455.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1996	11/14/2022	Open			Accounts Payable	CRAIG RAPP, LLC	$7,125.00		
	Invoice		Date	Description			Amount		
	LPD-10.6.22.2		10/06/2022	POLICE PLANNING			$7,125.00		
1997	11/14/2022	Open			Accounts Payable	CROSS POINTS SALES, INC	$305.00		
	Invoice		Date	Description			Amount		
	P80046		10/14/2022	alarm repair			$305.00		
1998	11/14/2022	Open			Accounts Payable	FST ENGINEERING PLLC	$85,000.00		
	Invoice		Date	Description			Amount		
	P22-1050-002		10/28/2022	well 6 motor starter upgrade			$85,000.00		
1999	11/14/2022	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC	$3,000.00		
	Invoice		Date	Description			Amount		
	5985		11/01/2022	OCT 2022			$3,000.00		
2000	11/14/2022	Open			Accounts Payable	HERITAGE CORRIDOR CONVENTION & VISITORS BUREAU	$2,699.00		
	Invoice		Date	Description			Amount		
	11912		06/17/2022	LEMONT D.T. AD			$2,000.00		
	699.00		06/30/2022	LEMONT D.T. AD			$699.00		
2001	11/14/2022	Open			Accounts Payable	HR GREEN, INC.	$33,688.00		
	Invoice		Date	Description			Amount		
	155341		08/26/2022	WATER SUPPLY CONSULTING			$10,127.00		
	156325		10/17/2022	CBO SERVICES FROM 9/1/22 TO 10/07/22			$13,640.00		
	157065		10/28/2022	SERVICES FROM 9/24/22 TO 10/21/22			$9,921.00		
2002	11/14/2022	Open			Accounts Payable	KLEIN THORPE AND JENKINS LTD	$10.14		
	Invoice		Date	Description			Amount		
	229244		10/21/2022	TAX RATIO LEGAL			$10.14		
2003	11/14/2022	Open			Accounts Payable	LOUIS F. CAINKAR, LTD.	$1,885.00		
	Invoice		Date	Description			Amount		
	22-10-26 LC		10/26/2022	2022 ANNUAL TIF REPORTS			$1,885.00		
2004	11/14/2022	Open			Accounts Payable	LYONS ELECTRIC CO	$735.00		
	Invoice		Date	Description			Amount		
	18439		10/31/2022	22GM traffic signal maintenance			$735.00		
2005	11/14/2022	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$350.00		
	Invoice		Date	Description			Amount		
	INV043739		10/15/2022	data connection fee			$350.00		
2006	11/14/2022	Open			Accounts Payable	MORRIS ENGINEERING, INC.	$7,278.50		
	Invoice		Date	Description			Amount		
	22-09144		10/12/2022	PETERSON HARDWARE 225-241 CANAL ST.			$758.50		
	22-09175		11/03/2022	LEMONT BUILDING DEPT. REVIEWS			$6,520.00		
2007	11/14/2022	Open			Accounts Payable	MUNICIPAL GIS PARTNERS, INC	$12,333.32		
	Invoice		Date	Description			Amount		
	6523		08/31/2022	SEPT. SERVICES - VILLAGE GIS			$6,166.66		
	6525		10/31/2022	OCT. SERVICES - VILLAGE GIS			$6,166.66		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2008	11/14/2022	Open			Accounts Payable	NEOPOST #6083457	$2,000.00		
	Invoice		Date	Description			Amount		
	22-11-07 NP		11/07/2022	via ACH - POC # 6083457			$2,000.00		
2009	11/14/2022	Open			Accounts Payable	NORTHERN ILLINOIS REAL ESTATE MAGAZINE	$100.00		
	Invoice		Date	Description			Amount		
	10312022		10/31/2022	EC. DEV. AD			$100.00		
2010	11/14/2022	Open			Accounts Payable	NOVOTNY ENGINEERING	$55,153.30		
	Invoice		Date	Description			Amount		
	15161-11		10/05/2022	508 ILLINOIS STREET PUD			$123.00		
	22412-1		10/24/2022	SW CORNER 135TH & ARCHER TIF			$915.50		
	22440-1		10/28/2022	STATE & LOGAN PEDESTRIAN CROSSING			$338.00		
	17420-12		10/24/2022	135TH & SMITH TIF			$361.00		
	19105-6		10/28/2022	135TH & SMITH			$253.50		
	22426-2		10/28/2022	NW CORNER OF 131ST & BELL			$217.00		
	02115-115		10/28/2022	NPDES phase 2 CSO flow monitoring			$164.00		
	21210-12		10/28/2022	I&M CANAL WATER REGULATION HYDRAULIC STUDY			$253.50		
	18151-20		10/28/2022	Design & Construction services elevated water storage tank			$2,350.00		
	22246-4		10/28/2022	1344 Gordon Ln			$369.00		
	22270-3		10/28/2022	PW annex access roadway and storage yard paving			$3,617.00		
	22052-3		10/28/2022	13389 McCarthy Rd			$205.00		
	21404-3		10/28/2022	2022 Water Main Replacement Engineering			$1,217.50		
	21543-2		10/28/2022	22GM MFT Resurfacing Engineering			$2,660.00		
	18302-18		10/28/2022	Covington Knolls phase 8			$1,481.00		
	18435-24		10/28/2022	Notting Hill Subdivision			$330.50		
	20234-8		10/28/2022	127th & Briarcliffe PED crossing			$1,420.00		
	20275-12		10/28/2022	Fitness Park			$4,232.45		
	20354-13		10/28/2022	Stephen St water main replacement River St to Tri Central			$2,544.50		
	21049-5		10/28/2022	utility atlas revisions for GIS			$3,990.00		
	21205-5		10/28/2022	Holmes St bridge & ADA ramp			$10,411.10		
	21534-3		10/28/2022	PW annex storm sewer & drainage work			$2,996.50		
	18025-30		10/28/2022	Willow Pointe Duplexes			$123.00		
	16344-37		10/28/2022	Marble Landing PUD			$1,421.50		
	15135-41		10/28/2022	Seven Oaks Townhomes			$205.00		
	12387-65		10/28/2022	Kettering Phase 2			$1,107.00		
	04305-18		10/28/2022	Crossing Creek Subdivision			$716.50		
	22173-1		10/28/2022	2022 sanitary sewer lining			$2,396.00		
	20406-14		10/28/2022	Villas of Equestrian Meadows			$2,961.25		
	21197-13		10/28/2022	GLENEAGLES PUD			$2,126.00		
	20306-10		10/28/2022	MARBELLA PUD (ON CANAL STREET)			$248.50		
	21152-7		10/28/2022	MARY ELLEN WOODS SUBDIVISION			$2,238.00		
	22458-1		10/28/2022	PERMIT - 210 RIVER ROAD			$205.00		
	22457-1		10/28/2022	PERMIT - 1219 AUBURN ROAD			$164.00		
	22444-1		10/28/2022	PERMIT - 13275 MAIN STREET			$504.50		
	22422-2		10/28/2022	Permit - 1201 Pleasant Place Easement			$123.00		
	22268-2		10/28/2022	14306 MCCARTHY ROAD			$82.00		

Payment Register

From Payment Date: 10/25/2022 - To Payment Date: 11/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	16155-5		10/28/2022	PERMIT-13511 & 13467 MAIN ST			$82.00		
2011	11/14/2022	Open			Accounts Payable	OVERDOORS OF ILLINOIS	$254.00		
	Invoice		Date	Description			Amount		
	26770		10/25/2022	pd gate repair			$254.00		
2012	11/14/2022	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	$2,386.06		
	Invoice		Date	Description			Amount		
	S701203776.001		10/17/2022	22GM street light parts			$2,386.06		
2013	11/14/2022	Open			Accounts Payable	PROSHRED SECURITY	$50.00		
	Invoice		Date	Description			Amount		
	1062431		10/28/2022	VH SHREDDING			$50.00		
2014	11/14/2022	Open			Accounts Payable	QUILL.COM	$169.80		
	Invoice		Date	Description			Amount		
	165159574		10/21/2022	CHECK STOCK			$169.80		
2015	11/14/2022	Open			Accounts Payable	QUINLAN SECURITY SYSTEMS	$623.70		
	Invoice		Date	Description			Amount		
	31488		11/01/2022	door access			$206.85		
	31489		11/01/2022	door access			$416.85		
2016	11/14/2022	Open			Accounts Payable	RAINBOW PRINTING	$426.85		
	Invoice		Date	Description			Amount		
	415193		10/14/2022	#10 window utility bill envelopes			$301.95		
	415198		10/18/2022	BUSINESS CARDS - SCHATZ			$75.95		
	415200		10/21/2022	GEN OFFICE SUPPLIES - BLANK STOCK			$48.95		
2017	11/14/2022	Open			Accounts Payable	RAY O'HERRON CO., INC.	$2,241.30		
	Invoice		Date	Description			Amount		
	2228134		10/20/2022	DYKSHORN-VEST			$1,035.66		
	2228135		10/24/2022	KURZAWA-VEST			$1,035.66		
	2208994		10/24/2022	LEMA - UNIFORMS			$169.98		
2018	11/14/2022	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY	$1,657.30		
	Invoice		Date	Description			Amount		
	43786		10/21/2022	blacktop			$505.30		
	43906		10/24/2022	blacktop			$960.00		
	43960		10/26/2022	blacktop			$192.00		
2019	11/14/2022	Open			Accounts Payable	RUSH TRUCK CENTERS	$1,618.94		
	Invoice		Date	Description			Amount		
	3029776941		10/17/2022	parts			$1,160.00		
	3029744300		10/17/2022	parts			$458.94		
2020	11/14/2022	Open			Accounts Payable	SOUTHWEST CENTRAL DISPATCH	$23,331.08		
	Invoice		Date	Description			Amount		
	22-10-20 SCD		10/20/2022	NOV. 2022			$23,331.08		
2021	11/14/2022	Open			Accounts Payable	TAI GINSBERG & ASSOCIATES LLC	$7,018.97		
	Invoice		Date	Description			Amount		
	2394		11/07/2022	OCT 2022			$7,018.97		

Village of Lemont

Payment Register

From Payment Date: 10/25/2022 - To Payment Date: 11/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2022	11/14/2022	Open			Accounts Payable	TRUE BLUE CAR WASH	$225.00		

Invoice	Date	Description	Amount
INV-4338	08/31/2022	AUG 2022 VEHICLE WASHES-LEMA	$45.00
INV-4443	10/31/2022	OCT CAR WASHES - LEMA	$15.00
INV-4462	10/31/2022	OCT- POLICE VEHICLE WASH	$165.00

Type EFT Totals:	40 Transactions	$344,930.12	$48,168.57	$0.00
FM-Clearing - Accounts Payable Totals				

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	61	$235,745.69	$0.00
	Reconciled	2	$124,172.38	$124,172.38
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	63	$359,918.07	$124,172.38

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	39	$296,761.55	$0.00
	Reconciled	1	$48,168.57	$48,168.57
	Voided	0	$0.00	$0.00
	Total	40	$344,930.12	$48,168.57

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	$532,507.24	$0.00
	Reconciled	3	$172,340.95	$172,340.95
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	103	$704,848.19	$172,340.95

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**61**	**$235,745.69**	**$0.00**
	Reconciled	**2**	**$124,172.38**	**$124,172.38**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**63**	**$359,918.07**	**$124,172.38**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**39**	**$296,761.55**	**$0.00**
	Reconciled	**1**	**$48,168.57**	**$48,168.57**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**40**	**$344,930.12**	**$48,168.57**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**100**	**$532,507.24**	**$0.00**
	Reconciled	**3**	**$172,340.95**	**$172,340.95**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**103**	**$704,848.19**	**$172,340.95**

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving a Plat of Dedication for 623 4th Street
DATE: November 14, 2022

SUMMARY/BACKGROUND
A new home was constructed at 623 Fourth Street with utilities brought to the property. A part of this development was dedicating the 4th Street right-of-way in front of the new home.

ANALYSIS
During the development process, it is appropriate to dedicate right-of-way to allow for proper access and easements.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the resolution.

BOARD ACTION REQUESTED
A motion to approve the resolution.

ATTACHMENTS
A Resolution Approving a Plat of Dedication for 623 4th Street

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF DEDICATION
(623 4TH STREET)

ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ____ DAY OF _____ 2022

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois this ____ day of _____ 2022

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF DEDICATION (623 4TH STREET)

WHEREAS, the Village of Lemont, Counties of Cook, Will, and DuPage, State of Illinois (the "Village") is a duly organized and an existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, Mary Buch ("Petitioner"), the owner of certain property located at 623 4th Street in the Village of Lemont (PIN: 22-28-105-038-0000) which is legally described and depicted on the Plat of Dedication, attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, Petitioner has submitted an application to the Village of Lemont for approval of a Plat of Dedication for a roadway right of way as further depicted on the attached Exhibit A; and

WHEREAS, all necessary approvals required by Village Ordinance for the Plat of Dedication have been acquired; and

WHEREAS the Village President and Board of Trustees find that it is in the best interest of the Village and its residents to approve the Plat of Dedication attached hereto as Exhibit A as further provided below;

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

SECTION 1: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

SECTION 2: The Village President and Board of Trustees hereby approve and authorize the execution of the Plat of Dedication attached hereto as Exhibit A.

SECTION 3: The Village Clerk and Village Attorney are authorized to record the Plat of Dedication

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

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

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE, Village President

Attest:

_____

CHARLENE SMOLLEN, Village Clerk

EXHIBIT A

P.I.N. 22-28-105-038

PLAT OF DEDICATION

LEGAL DESCRIPTION

THE WEST 33.00 FEET OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, FORMERLY KNOWN AS LOT 53 (NOW VACATED) IN BECKERS SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID, IN COOK COUNTY, ILLINOIS

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

Steve Montiel, Jr., DO HEREBY CERTIFY THAT Maria E. Buck THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON AND DO HEREBY CONSENT TO THE DEDICATION FOR PUBLIC HIGHWAY AND PUBLIC HIGHWAY AND PUBLIC UTILITY PURPOSES AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER STYLE AND TITLE HERON DRAWN.

Maria E. Buck, FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS DEDICATION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE DEDICATION 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 20TH DAY OF October, 2022

OWNER(S): _____

NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

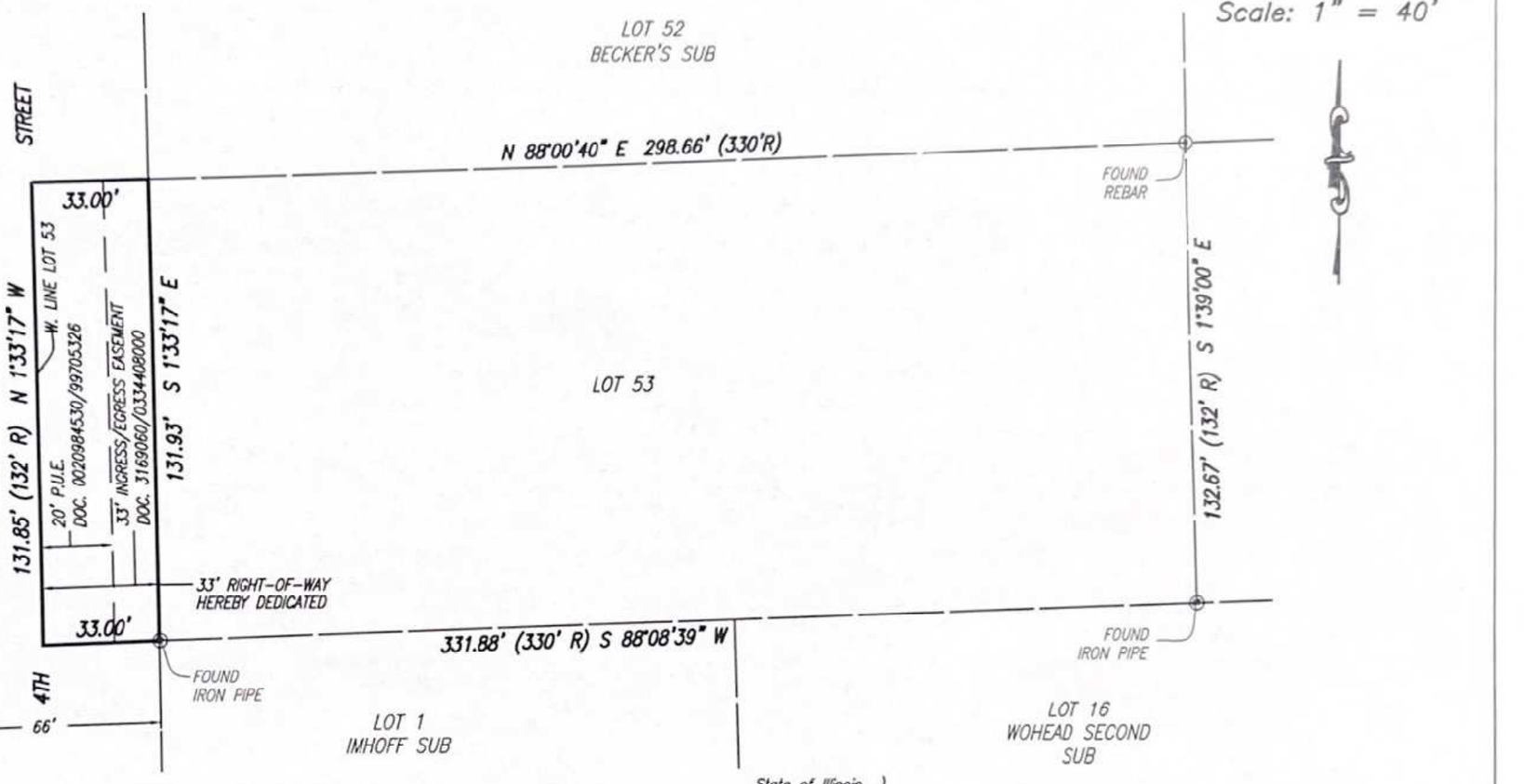
I Steve Montiel, Jr. A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Maria E. Buck PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) is SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH Maria E. Buck, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT Maria 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 October, 2022

BY: _____
NOTARY PUBLIC

STEVE . MONTIEL JR.
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
March 02, 2024



State of Illinois)
} SS
County of Will)

I, Eric C. Cox, an Illinois Land Surveyor, do hereby certify that the existing conditions shown hereon is a true and correct representation thereof.

Dated this 28th day of September, 2022

Eric C. Cox
Illinois Professional Land Surveyor No. 035-3604
Renewal Date: November 30, 2022
DLZ Industrial Surveying, Inc. Professional Design Firm 184002815

ERIC C. COX
3604
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
JOLIET, ILLINOIS

NOTES:

1) THE DIMENSIONS SHOWN HEREON ARE FEET AND DECIMAL POINTS THEREOF.
2) ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.
3) FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

X:\PROJECTS\2022\2250\7158D CEC 623 4TH STREET\TOPOGRAPHIC\7158PD.DWG

DLZ INDUSTRIAL SURVEYING, INC.
80 McDONALD AVENUE, UNIT D, JOLIET, IL 60431
TELEPHONE (815) 725-8840 FAX (815) 725-8849

LEMONT ILLINOIS
COOK ENGINEERING GROUP
623 4TH STREET
PLAT OF
DEDICATION

DRAWN: DTL	CHK'D.: ECC	No.	REVISION	BY	DATE
DESIGNED: -	APPRV'D.: ECC				
DATE: 9/28/22					
SCALE: 1" = 40'					
PROJECT NUMBER 2250-7158-90					

SHEET 1
OF 1
DRAWING NUMBER 7158PD

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060.B: Alcoholic Beverages (Decreasing the Number of Class C-1 Liquor Licenses - CVS Pharmacy)

DATE: November 14, 2022

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Staff recommends approval of said Ordinance

BOARD ACTION REQUESTED
Staff recommends approval of said Ordinance

ATTACHMENTS
Removing Class_C-1 Liquor_License_of_CVS Pharmacy.pdf

VILLAGE OF LEMONT
ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.060: ALCOHOLIC BEVERAGES
(Decreasing Number of Class C-1 Liquor Licenses)

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF NOVEMBER 2022

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 14th day of November 2022

ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.060.B: ALCOHOLIC BEVERAGES
(Decreasing Number of Class C-1 Liquor Licenses)

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

WHEREAS, CVS Pharmacy #3256 operated at 12720 Archer Avenue, was operating with a Class C-1 Liquor License issued by the Village; and

WHEREAS, CVS Pharmacy #3256 is now closed; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to decrease the number of Class C-1 liquor licenses granted.

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

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

SECTION 2: The number of Class C-1 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060.B is hereby amended to read as follow in the manner and form shown in strikethrough type below and inserting therein and therefore such new text in the manner and form and shown in underlined bold type below, so that said Section 5.04.060.B shall hereafter provide as follows:

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

Class	Number of Licenses	License Fee
A-1	8	$2,200.00
A-2	1	$2,200.00
A-2-x	1	$2,200.00
A-3	20	$2,100.00
A-3-1	0	$200.00
A-4	5	$1,500.00
A-5	1	$2,000.00
A-6	1	$1,500.00
A-7	1	$2,100.00
A-8	1	$1,500.00
A-9	1	$2,200.00
B-1	2	$1,100.00
B-2	As authorized by the Liquor Control Commissioner	$25.00
B-3	As authorized by the Liquor Control Commissioner	$25.00
C-1	**~~10~~ 9**	**$2,000.00**
C-2	0	$1,500.00
C-3	1	$1,500.00
C-4	0	$1,500.00
C-5	2	$200.00
D-1	2	$250.00
E-1-x	1	$650.00

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14th DAY OF NOVEMBER 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH: George Schafer, Village Administrator
SUBJECT: Truth in Taxation Public Hearing for the 2022 Proposed Property Tax Levy
DATE: November 14, 2022

SUMMARY/BACKGROUND
On October 17th, 2022 the Village Board approved a proposed 2022 Property Tax Levy of $4,290,906 which is 7.61% higher than the previous year. Please note that the amount presented was calculated using the same method as years past.

Per State Statute, 35 ILCS 200/18-55, the Village is required to hold a truth in taxation public hearing if the Corporate Purpose and Tax Extension is greater than 105% of the previous year. The attached public notice was published in the Daily Southtown on November 1, 2022 and in the Lemont Suburban Life on November 4, 2022.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Hold the public hearing on November 14, 2022. The 2022 Property Tax Levy Ordinance as well as the various Tax Levy Abatement Ordinances will be on the agenda for Board approval on December 12, 2022.

BOARD ACTION REQUESTED
Hold the public hearing.

ATTACHMENTS
2022 Notice of Levy Data - FINAL to publish WITH MODIFIED LANGUAGE.pdf
Tax Levy Revised based on Final 2021 Levy amounts.pdf

NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR VILLAGE OF LEMONT

I. A PUBLIC HEARING TO APPROVE A PROPOSED PROPERTY TAX LEVY INCREASE FOR THE VILLAGE OF LEMONT FOR 2022 WILL BE HELD ON NOVEMBER 14, 2022 AT 6:30 P.M. AT THE VILLAGE HALL, 418 MAIN STREET, LEMONT, ILLINOIS.

ANY PERSON DESIRING TO APPEAR AT THE PUBLIC HEARING AND PRESENT TESTIMONY TO THE TAXING DISTRICT MAY CONTACT CHARLENE SMOLLEN, VILLAGE CLERK, 418 MAIN STREET, LEMONT, ILLINOIS 60439, (630) 257-1550.

II. THE CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES (ESTIMATED BECAUSE THE LEVY HAD NOT BEEN FINALIZED AT TIME OF PUBLICATION) TO BE EXTENDED OR ABATED FOR 2021 WERE $3,987,398.

THE PROPOSED CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES (ESTIMATED BECAUSE THE LEVY HAD NOT BEEN FINALIZED AT TIME OF PUBLICATION) TO BE LEVIED FOR 2022 ARE $4,290,906. THIS REPRESENTS A 7.61% INCREASE OVER THE PREVIOUS YEAR.

III. THE PROPERTY TAXES EXTENDED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2021 WERE $0.00.

THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2022 ARE $0.00. THIS REPRESENTS A 0% INCREASE OVER THE PREVIOUS YEAR.

IV. THE TOTAL PROPERTY TAXES (ESTIMATED BECAUSE THE LEVY HAD NOT BEEN FINALIZED AT TIME OF PUBLICATION) TO BE EXTENDED OR ABATED FOR 2021 WERE $3,987,398.

THE ESTIMATED TOTAL PROPERTY TAXES TO BE LEVIED FOR 2022 ARE $4,290,906. THIS REPRESENTS A 7.61% INCREASE OVER THE PREVIOUS YEAR.

Village of Lemont
2022 Tax Levy

	Tax Extensions													
	2011	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	% change	% of levy
Corporate	1,378,191	1,307,411	1,238,773	1,306,336	1,417,091	1,375,636	1,418,024	1,472,325	1,488,299	1,481,101	1,534,822	1,796,541	17.05%	41.87%
Police Pension	502,252	515,074	644,119	645,091	668,528	776,415	810,590	878,980	930,271	1,099,425	1,132,660	1,300,000	14.77%	30.30%
IMRF	161,009	290,041	303,115	320,461	326,417	347,123	358,907	377,279	440,296	454,763	468,510	390,000	-16.76%	9.09%
Social Security	60,078	87,234	91,566	96,920	101,482	228,061	248,526	261,553	291,943	304,841	318,607	300,000	-5.84%	6.99%
Street and Bridge	125,563	125,018	126,298	127,142	126,591	101,174	103,609	103,684	105,480	103,946	108,640	114,072	5.00%	2.66%
Police Protection	181,435	180,026	181,553	182,897	182,563	184,461	188,934	191,315	195,989	196,887	205,779	216,068	5.00%	5.04%
Civil Defense	7,810	7,778	8,419	8,858	8,369	3,912	4,063	4,013	4,083	3,081	3,067	3,220	5.00%	0.08%
Auditing	25,232	25,003	25,259	25,532	25,109	25,153	25,055	24,750	23,818	23,988	25,072	26,326	5.00%	0.61%
Liability Insurance	61,279	61,675	62,096	62,529	62,249	63,164	62,978	62,210	60,566	50,974	53,277	55,941	5.00%	1.30%
Street Lighting	64,884	65,009	66,306	66,697	66,434	60,928	62,301	60,873	62,607	57,970	60,484	63,508	5.00%	1.48%
Crossing Guards	7,810	7,778	7,893	8,337	7,846	7,825	8,126	8,027	8,166	5,997	6,269	6,582	5.00%	0.15%
Workers Comp	114,148	113,905	114,720	115,678	109,852	50,307	50,111	44,818	39,470	16,992	17,760	18,648	5.00%	0.43%
Levy Adjustment											25,509			
	$ 2,689,691	$ 2,785,952	$ 2,870,117	$ 2,966,478	$ 3,102,531	$ 3,224,159	$ 3,341,224	$ 3,489,827	$ 3,650,988	$ 3,799,965	$ 3,960,456	$ 4,290,906	8.34%	100.00%
Difference from prior year	**$ 71,063**	**$ 96,261**	**$ 84,165**	**$ 96,361**	**$ 136,053**	**$ 121,628**	**$ 117,065**	**$ 148,603**	**$ 161,161**	**$ 148,977**	**$ 160,491**	**$ 330,450**		
	2.71%	3.58%	3.02%	3.36%	4.59%	3.92%	3.63%	4.45%	4.62%	4.08%	4.22%	8.34%		

NOTE: 2022 levy requests are based on 2021 levied amounts Cook County 11.3.22.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: Public Hearing to Consider a Proposed Annexation Agreement with PDV Midwest Refining, LLC.
DATE: November 14, 2022

SUMMARY/BACKGROUND

Annexation of unincorporated territories by municipalities has been and continues to be a priority and directive set out by the Cook County Board President and other policy directives. These directives were discussed and incorporated into the Village's strategic planning efforts over the years with specific outcomes listed such as securing boundary agreements and to pursue annexation of unincorporated territory near or surrounded by the Village's corporate boundaries. The importance of these initiatives is not only to expand the Village's tax base, but also to exercise regulatory authority over areas near the Village. Regulatory oversight of these areas is important to ensure development and zoning entitlements are consistent with the Village's long term plans and that they are are handled through the Village's development review process as opposed to the process and codes of the county or an adjacent municipality.

While the majority of recent annexations have taken place in Cook County, there are areas of Will County that have recently been annexed and other properties in unincorporated Will County discussed for potential annexation and development. Recent annexations for the Village in Will County include the fuel station at Archer / 135th Street across from Target/Kohls. The Village worked with the Village of Homer Glen on a boundary and revenue share agreement along with related disconnection of property from Homer Glen, to bring that project to reality. The Village of Lemont is desirous of expanding that development corridor along Archer Avenue once additional properties are ready to develop.

Other Will County properties discussed for potential annexation are areas west of Smith Road and north of 135th Street, properties adjacent or near the refinery. This area is included in the Village's 2030 comprehensive plan with open space/recreation and employment center land use designations and has been contemplated for future annexation and potential development. The annexation corridor subject to the items on the agenda is necessary so the Village may exercise its regulatory authority on these areas and adjacent properties to ensure development requests are consistent with our long term plans and are handled by Lemont and not the county or an adjacent municipality. Another significant benefit to the annexation is being able to serve the properties, especially Bambrick Park, with municipal police and other services.

It should be noted that while there is development interest in the area, the action subject to the public hearing and related annexation agreement is related to vacant property owned by PDV Midwest Refining, LLC, of which there are no development plans. These refinery owned property have long served as a "buffer" to the refinery and are not planned for development.

The properties along Smith Road will continue to serve as open space buffer to the refinery including the Bambrick Park parcels.

The first formal step for any opportunity to annex territories in this area is to secure a commitment from the refinery to move forward and work to annex these territories. The Village attorney and staff have been in contact with officials from the refinery on the potential annexation of the territories and have come to terms on an agreement that would govern the annexation of the territories vacant territories. The terms of the agreement include provisions to promote certain properties in the area remaining as open space, such as Bambrick Park and other areas. The formal rezoning of these areas must be made via application and will occur at a later date with additional public hearings and other public meetings.

As mentioned above, there has been development interest in properties in this area. Any development request, annexation, rezoning, etc will be required to go through the full development review process typical of any development within the Village. The Village also will require developers to meet with property owners in the area to discuss development plans prior to formal submittal with the Village to gain feedback and early coordination.

The proposed annexation agreement is only a first step to annexing these territories. If approved and executed by both the Village and PDV Midwest Refining, LLC, the next steps will include petitions to formally annex territory, rezoning applications and other steps in which the general terms are outlined in the agreement.

ANALYSIS

Consistency with Village Policy
Other Subheadings, as applicable. Please Specify in Analysis Field.

STAFF RECOMMENDATION
Staff recommends approval of Ordinance

BOARD ACTION REQUESTED
Motion to Approve Ordinance

ATTACHMENTS
certificate of publication- Nov 14, 2022 VB Mtg citgo.pdf
CITGO_Annexation_Agreement_Nov_14_2022_w_plats.pdf

ODELSON, STERK, MURPHY, FRAZIER, MCGRATH, LTD
PDV Midwest Refining L.L.C.- Annexation Agreement

ADORDERNUMBER: 0001150192-01
PO NUMBER: File # 20-1303
AMOUNT: 707.00
NO OF AFFIDAVITS: 1

Chicago Sun-Times
Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisments in the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.
Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 10/21/2022

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By 

Robin Munoz

Manager | Recruitment & Legals

This 21st Day of October 2022 A.D.

ODELSON, STERK, MURPHY, FRAZIER,
MCGRATH, LTD
3318 W 95TH ST
ATTN: PAULA PELTZER
EVERGREEN PARK, IL 60805-2233

NOTICE OF PUBLIC HEARING

Notice is hereby given that on November 14, 2022 at 6:30 p. m., the President and Board of Trustees of the Village of Lemont will conduct a public hearing pursuant to 65 ILCS 5/11-15.1-3 to consider a proposed Annexation Agreement with PDV Midwest Refining L.L.C. The property proposed for annexation is identified as follows:

P.I.N. 12-02-36-200-003
THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE NORTH-EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

P.I.N. 12-02-36-400-011 P.I.N. 12-02-36-400-013
THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 5 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST, WITH A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH-EAST 1/4 OF SECTION 36 AFORESAID; THENCE SOUTH 88 DEGREES 16' 51" WEST, ALONG SAID SOUTH LINE, 26 06.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE NORTH 1 DEGREE 01' 38" WEST ALONG THE AFORESAID WEST LINE, 334.36 FEET TO A POINT ON A LINE DRAWN 334.33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 16' 51" EAST, ALONG THE AFORE-SAID PARALLEL LINE, 2605.52 FEET TO A POINT ON A LINE DRAWN 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 1 DEGREE 06' 50" EAST, ALONG THE AFORESAID PARALLEL LINE, 334.35 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING), IN WILL COUNTY, IL-LINOIS.

P.I.N. 12-02-36-400-010
THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERI-DIAN, EXCEPT THE NORTH 175 FEET, AND ALSO EXCEPT THE SOUTH 5 ACRES, DESCRIBED AS FOLLLOWS: COM-MENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 1 DEGREE 06' 50" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SEC-TION 36, A DISTANCE OF 150 FEET TO POINT OF BEGIN-NING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 88 DEGREES 16' 46" WEST, ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 5 ACRES, 290.40 FEET; THENCE SOUTH 1 DEGREE 06' 50" EAST, 150 FEET; THENCE SOUTH 88 DEGREES 16' 46" WEST, ALONG THE NORTH LINE OF THE AFORESAID SOUTH 5 ACRES, 369.73 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE AFORESAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 1 DEGREE 05' 32", ALONG SAID WEST LINE, 820.13 FEET OF THE SOUTH LINE OF THE AFORESAID NORTH 175 FEET OF THE SOUTHEAST 1/4 TO THE SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 88 DEGREES 16 '51" EAST, ALONG SAID SOUTH LINE, 384.10 FEET TO A POINT WHICH 275.72 FEET WEST OF THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 1 DEGREE 06' 50" WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE 333.00 FEET; THENCE NORTH 88 DEGREES 16' 51" EAST, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 17 FEET, 275.72 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 1 DEGREE 06' 50" EAST, ALONG SAID EAST LINE, 337.11 FEET TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR ROAD WIDENING PER R2010-026964), IN WILL COUNTY, ILLI-NOIS.

Said Public Hearing will be held at the Village Hall, 418 Main St, Lemont, IL 60439. A copy of the proposed Annexation Agreement is on file in the Office of the Village Clerk and is available for public inspection. All interested parties will be heard at the public hearing.

Charlene M. Smollen, Village Clerk
10/21/2022 #1150192

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2022 ("Effective Date"), between the Village of Lemont, an Illinois municipal corporation located in Cook, DuPage, and Will Counties, Illinois (hereinafter "Village") and PDV Midwest Refining L.L.C. (hereinafter "*Owner*").

WITNESSETH

WHEREAS, the Owner is the owner of the property legally described in the Plat of Survey, attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the "*Subject Property*"), which property is subject to this Agreement; and

WHEREAS, the Subject Property constitutes an area that is contiguous to the Village, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et seq.*; and

WHEREAS, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Subject Property by the Village, and the zoning, development, and other related matters concerning the Subject Property, all pursuant to the provisions of Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings as required by law have been held by the appropriate departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the

Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the corporate authorities of the Village have been authorized to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to, and in accordance with, the provisions of the Lemont Municipal Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. PETITION TO ANNEX. The Owner has filed with the Village Clerk of the Village a duly executed petition, pursuant to and in accordance with the provisions of Section 5/7-1-8 of Chapter 65, Illinois Compiled Statutes, to annex the Subject Property to the Village.

3. ANNEXATION. Within 30 days after the Effective Date of this Agreement, the Village hereby agrees to annex the Subject Property upon the terms and conditions of this Agreement, and the parties respectively agree to do all things necessary and appropriate to cause the Subject Property to be duly and validly annexed to the Village.

4. REZONING.

A. Concurrently with the annexation of the Subject Property to the Village, the Village hereby agrees to adopt the necessary ordinances to zone parcel 12-02-36-200-003 into the M-3 District and 12-02-36-400-011 and 12-02-36-400-010 into the OL District in conformance with the Village of Lemont Unified Development Ordinance ("*UDO*"), except for development parcel specified in 4(B). No portion of Parcel 12-02-36-200-003 may be used for truck parking

uses except upon the approval by the Village Board of Trustees, by resolution duly adopted, which approval may be granted or withheld in the Board of Trustees' sole and absolute discretion.

B. The Village further agrees that, except as provided in Section 4(C) of this Agreement, it will zone into the OL District (collectively, the "Surrounding Area"): (1) any real property south of 135th Street, including, but not limited to the Big Run Golf Club, designated by property tax identification numbers 11-04-01-200-001-0000, 11-04-01-200-002-0000, and 11-04-01-101-007-0000, that is annexed into the Village during the term of this Agreement; and (2) any other real property that is annexed into the Village during the term of this Agreement that is located in the area bounded by Smith Road to the east, 135th Street to the south, New Avenue to the west, and 127th Street to the north, with the exception of development parcel designated by property tax identification numbers 1202363000190000 and 1202364000030000, which is expected to be rezoned M1-PUD ("Adjacent Development Parcel"). The Village further agrees that, except as provided in Section 4(C) of this Agreement, it will not annex any portion of the Surrounding Area, if the owners thereof do not consent to rezoning into the OL District.

C. Notwithstanding Section 4(B) of this Agreement, the Village may annex a parcel or portion of the Surrounding Area, and zone it into the M-1 District or the M-3 District, but only if both the owner of such property, and the Owner, issues their prior written consent to: (1) rezone that parcel or portion into the M-1 District or the M-3 District, as the case may be; and (2) prohibit truck parking uses on any parcel or portion zoned into the M-3 District. The Owner may refuse to grant its consent to rezoning all or any portion of the Surrounding Area into the M-1 District or the M-3 District, in its sole and absolute discretion.

D. The Parties acknowledge that, as of the date of this Agreement, that portion of the Surrounding Area that is located south of 135th Street is subject to an existing boundary

agreement between the Village and the City of Lockport ("Lockport Boundary Agreement"). The Parties further acknowledge that this Agreement does not permit, and should not be deemed or interpreted as permitting or requiring, annexation by the Village of any property that the Village may not annex pursuant to the Lockport Boundary Agreement. This Agreement only applies to those properties subject to the Lockport Boundary Agreement upon the termination or expiration of the Lockport Boundary Agreement.

5. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future development of or construction on the Subject Property shall be in full compliance with the Village of Lemont's UDO, Subdivision Regulations, Building Code and other ordinances, codes, rules and regulations of the Village pertaining to the development of the Subject Property, except as may be specifically amended pursuant to the terms of this Agreement.

6. OWNER'S REQUIREMENTS. The following requirements shall apply to the development of the Subject Property:

A. Prior to the issuance of any building permit for the Subject Property, the Owner shall dedicate to the Village as right-of-way that 20 feet-wide portion of the Subject Property that abuts Smith Road to the Village, pursuant to appropriate plans and plats to be approved by the Village Engineer and the Village Board of Trustees, as specified in the easement agreement attached to this Agreement as Exhibit 1 ("Easement Agreement");

B. The Owner shall dedicate a watermain easement to the Village over that 20 feet-wide portion of the Subject Property that abuts Smith Road, in a manner to be approved by the Village Engineer; and

C. At such time as the Village extends its sanitary sewer at or beyond the Subject Property, the Owner may, in its discretion, connect the Subject Property to the Village's sanitary sewer and decommission Owner's onsite septic system.

The Village is responsible for all costs incurred pursuant to this Section 6, including, without limitation, all costs of construction, installation, and connection of any improvements or utilities, and of preparation of plans or plats, and of third-party fees reasonably necessary to comply with this Section 6. The Village will reimburse any such costs incurred by the Owner within 30 days after receipt of an invoice therefor.

7. VARIATIONS IN LOCAL CODES. Unless stated in the annexation or rezoning ordinances pertaining to the Subject Property, there shall be no specific variations from the Village's ordinances, rules and codes which have been requested or which are permitted with respect to the development/construction of the Subject Property. The Owner may subsequently apply for specific variations from the Village's ordinances, rules and codes without amending this Agreement, provided, however, such applications shall satisfy all standards related to variations.

8. UTILITIES/SERVICES AND PUBLIC IMPROVEMENTS.

A. The Village agrees to provide water service and sewer service to the Subject Property upon receipt of a written request from the Owner therefor. The Owner understands that any connection to these Village utilities, public services and improvements shall be done in accordance with applicable Village engineering standards and the Village Code. All costs related to the provision of such services, including, without limitation, the construction and installation of any physical improvements or utilities necessary for such services, shall be the responsibility of the Village.

B. The Village agrees not to extend any water, sewer, or other utilities south of 135th Street, or otherwise to serve any portion of the Surrounding Area located south of 135th

Street, during the Term of this Agreement, except that the Village may provide potable water to those portions of the Surrounding Area located south of 135th Street that are annexed into the Village and that are zoned and used consistent with the provisions of Section 4 of this Agreement.

9. EASEMENTS AND UTILITIES. The Owner agrees to grant to the Village all necessary easements for the extension, maintenance, replacement and repair of sanitary sewer, storm sewer, water, street, or other utilities, or for other improvements, subject to the provisions of the Unified Development Ordinance, which may serve not only the Subject Property, but other property in the general area, if requested by the Village, which are specified in the Easement Agreement. Concurrently with the annexation of the Subject Property to the Village, the Owner and the Village agree to take all steps necessary to approve, and to execute, the Easement Agreement.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all easements, both onsite and offsite, necessary to serve the Subject Property.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option, upon approval of the respective utility companies.

10. FEES AND TAXES.

A. The Village agrees to waive in full the amount of any annexation permit, building permit, license, inspection, tap-on, recapture or connection fees imposed by the Village on the Subject Property, which are applicable to, or required by, Village Ordinances or Resolutions.

B. The Village agrees not to impose any special service area, special assessment, or tax-increment financing (TIF) district on the Subject Property unless either: (1) in its sole and absolute discretion, the Owner has granted its written consent to imposition of a special service area, special assessment, or TIF District; or (2) in connection with the imposition by the Village of a TIF District on all of the Adjacent Development Parcel, the Village must include all or a portion of the Subject Property in order to satisfy the contiguity requirements of the Illinois Tax Increment Allocation Redevelopment Act, in which event the Village must refund or abate in full any increase in property taxes imposed upon the Subject Property due to the imposition of the TIF District.

11. CONFLICT IN REGULATIONS.

A. The provisions of this Agreement shall supersede the provisions of any ordinances, codes or regulations of the Village, which may be in conflict with the provisions of this Agreement.

B. If during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations of general applicability throughout the community to a land developer or subdivider affecting the installation of land improvements (streets, underground utilities, sidewalks, curbs and gutters) upon the Subject Property are amended or modified in any manner to impose additional requirements on the installation of land improvements within the Village that are more stringent or restrictive than those in effect as of the Effective Date of this Agreement or as provided by this Agreement, the burden of such additional requirements shall not apply to the Subject Property.

C. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances or other regulatory ordinances regarding the public health, safety and welfare are amended or modified in any manner to impose less stringent or restrictive requirements on

the development of, or construction upon, properties within the Village than those in effect as of the Effective Date of this Agreement or as provided by this Agreement, then the benefit of such less stringent or restrictive requirements shall inure to the benefit of the Owner, and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon, the Subject Property upon the less stringent or restrictive amendment or modification applicable generally to all properties within the Village.

12. AMENDMENT OF ANNEXATION AGREEMENT. This Agreement and any exhibits attached hereto may be amended pursuant to the provisions of the Lemont Municipal Code, UDO, and Illinois Municipal Code.

13. INVALIDITY. If any provision of this Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Agreement and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

14. TERM OF AGREEMENT. This Agreement shall be binding for a full term of twenty (20) years from the date of this Agreement. Absent good cause from either party, this Agreement shall renew for successive twenty-year periods.

15. RECORDING. This Agreement shall be recorded by the Village Clerk in the Will County Recorder's Office at the expense of the Village.

16. APPROVAL. This Agreement shall not be effective until the Owner of the Subject Property affixes a signature to a true and correct copy of this Agreement, acknowledging that it has reviewed and accepts the provisions of this Agreement. Failure of the Owner to execute this Agreement shall void the annexation of this property.

17. DEFEND AND HOLD HARMLESS. The Village agrees to defend and hold the Owner harmless from any and all actions, causes of action, claims, litigation in law or chancery,

attorney's fees, costs required to defend against efforts by anyone to set aside this annexation or the terms of this Agreement.

18. BREACH.

A. The Village agrees that it will have a continuing obligation to provide sewer service, water, other Village utilities, and police protection to the Subject Property even if the Owner fails to comply with all the terms, conditions and covenants contained in this Agreement. In the instance of a breach of this Agreement by the Owner, the Village's sole remedy will be to seek specific performance of this Agreement in a court of competent jurisdiction.

B. In the event of a breach of this Agreement by the Village, in addition to every other legal and equitable remedy available to the Owner, the Owner will have the absolute right to disconnect the Subject Property from the corporate boundaries of the Village.

19. NOTICES. 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 prepared, to the other parties of this Agreement.

20. SUCCESSORS. This Agreement shall insure the benefit of, and be binding upon, the successors in title of the Owner, and each of them, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of the Owner, and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals on the day and year first above written.

VILLAGE OF LEMONT

_____
Mayor, Village of Lemont

Attest:

_____
Village Clerk

OWNER:

_____
By:
Title:

Date: _____

STATE OF ILLINOIS, County of _____ SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument at his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposed therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____ 2021.

Notary Public

P.I.N. 12-02-36-200-003
P.I.N. 12-02-36-400-011
P.I.N. 12-02-36-400-013

PLAT OF ANNEXATION

TO

VILLAGE OF LEMONT

OF

SCALE: 1" =500'

PARCEL ONE

P.I.N. 12-02-36-200-003

THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

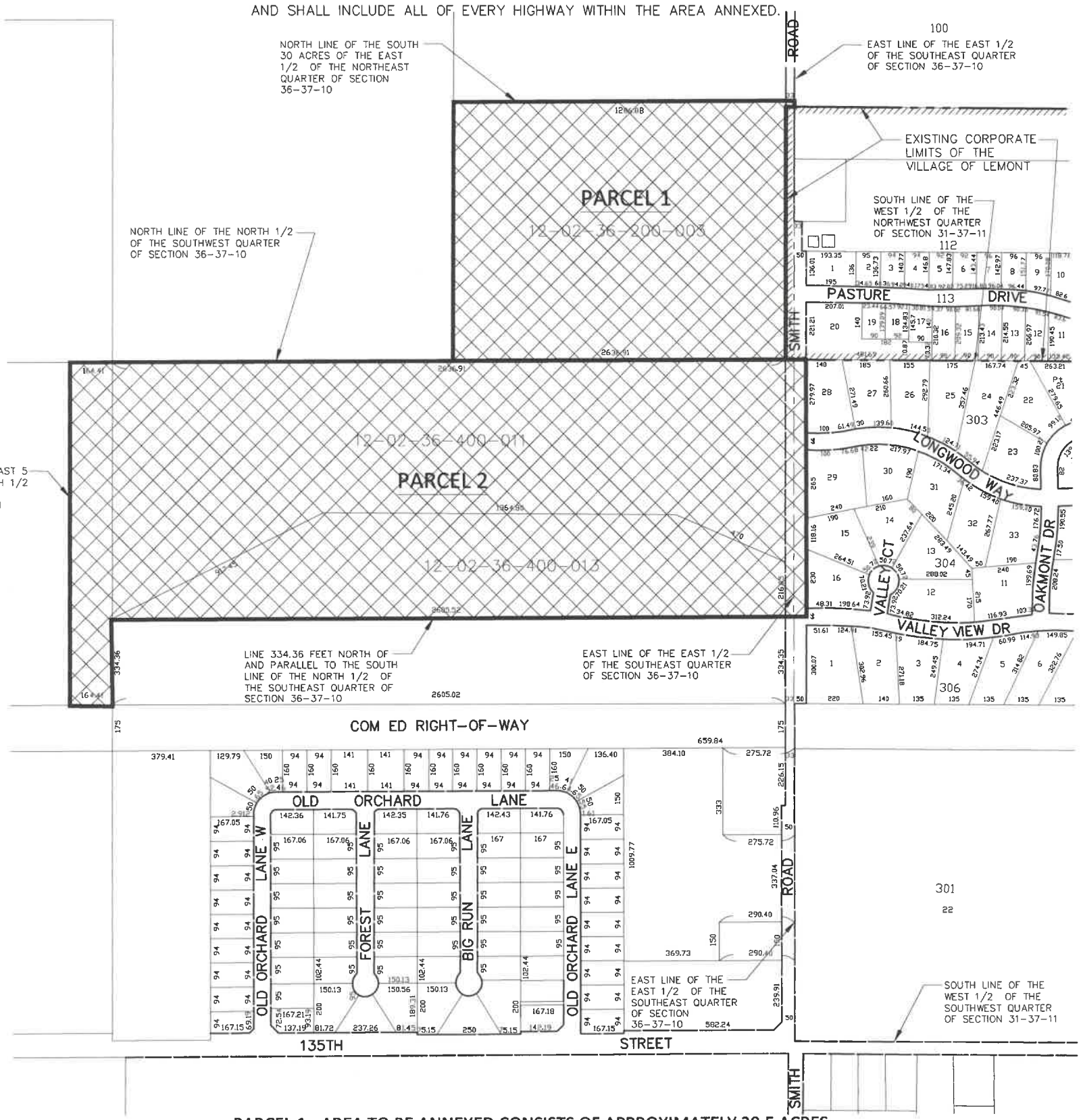
PARCEL TWO

P.I.N. 12-02-36-400-011

P.I.N. 12-02-36-400-013

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 5 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST, WITH A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE SOUTH 88 DEGREES 16' 51" WEST, ALONG SAID SOUTH LINE, 2606.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE NORTH 1 DEGREE 01' 38" WEST ALONG THE AFORESAID WEST LINE, 334.36 FEET TO A POINT ON A LINE DRAWN 334.33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 16' 51" EAST, ALONG THE AFORESAID PARALLEL LINE, 2605.52 FEET TO A POINT ON A LINE DRAWN 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 1 DEGREE 06' 50" EAST, ALONG THE AFORESAID PARALLEL LINE, 334.35 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.



LEGEND

DENOTES HEREBY ANNEXED

PARCEL 1 - AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 29.5 ACRES
PARCEL 2- AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 65.9 ACRES
TOTAL AREA TO BE ANNEXED APPROXIMATELY= 95.40 ACRES

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

STATE OF ILLINOIS)
COUNTY OF COOK)

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

____ DAY OF _____ A.D., 2022.

BY; _____
PRESIDENT

ATTEST; _____
CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) 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 4th DAY OF OCTOBER A.D., 2022

JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-22

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

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

500 0 500
GRAPHIC SCALE
IN FEET

DATE: 10/04/22

PROJECT NO. 19391-PLAT 1 AND 2

P.I.N. 12-02-36-400-010

PLAT OF ANNEXATION

TO

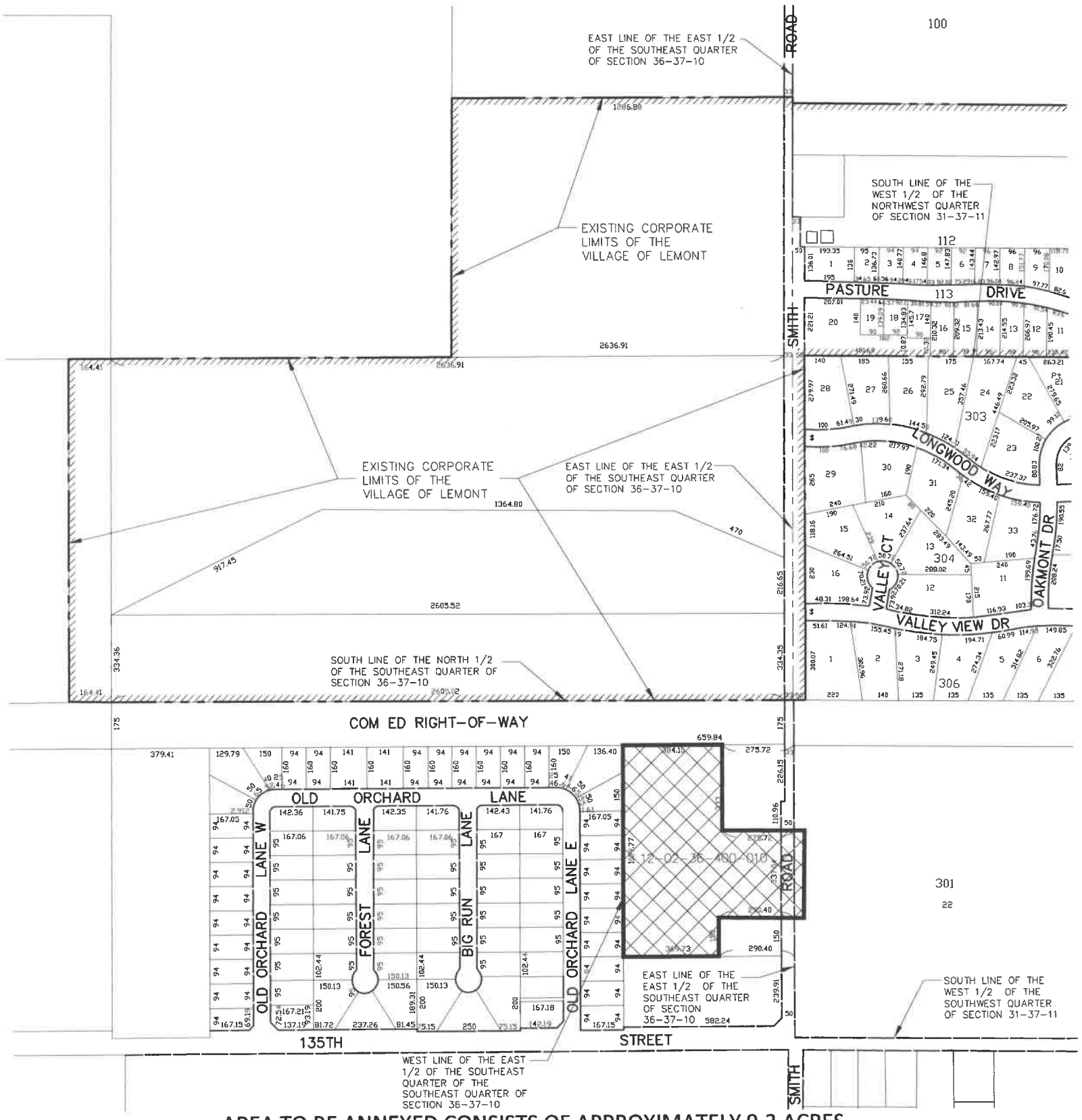
VILLAGE OF LEMONT

OF

SCALE: 1" =500'

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 175 FEET, AND ALSO EXCEPT THE SOUTH 5 ACRES, DESCRIBED AS FOLLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 1 DEGREE 06'50" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, A DISTANCE OF 150 FEET TO POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 88 DEGREES 16'46" WEST, ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 5 ACRES, 290.40 FEET; THENCE SOUTH 1 DEGREE 06'50" EAST, 150 FEET; THENCE SOUTH 88 DEGREES 16'46" WEST, ALONG THE NORTH LINE OF THE AFORESAID SOUTH 5 ACRES, 369.73 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE AFORESAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 1 DEGREE 05'32", ALONG SAID WEST LINE, 820.13 FEET OF THE SOUTH LINE OF THE AFORESAID NORTH 175 FEET OF THE SOUTHEAST 1/4 TO THE SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 88 DEGREES 16'51" EAST, ALONG SAID SOUTH LINE, 384.10 FEET TO A POINT WHICH 275.72 FEET WEST OF THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 1 DEGREE 06'50" WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE 333.00 FEET; THENCE NORTH 88 DEGREES 16'51" EAST, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 17 FEET, 275.72 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 1 DEGREE 06'50" EAST, ALONG SAID EAST LINE, 337.11 FEET TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR ROAD WIDENING PER R2010-026964),
IN WILL COUNTY, ILLINOIS.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.



AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 9.3 ACRES

LEGEND

DENOTES HEREBY ANNEXED

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

STATE OF ILLINOIS)
COUNTY OF COOK)

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

____ DAY OF _____ A.D., 2022.

BY; _____
PRESIDENT

ATTEST; _____
CLERK

STATE OF ILLINOIS)
COUNTY OF DuPAGE) 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 4th DAY OF OCTOBER A.D., 2022.

JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-22

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

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

500 0 500
GRAPHIC SCALE
IN FEET

DATE: 10/04/22 JECT NO. 19391 (4)

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: An Ordinance Authorizing the Execution of an Annexation Agreement for 104.7 Acres of Property Located West of Smith Road in Lemont, IL (PDV Midwest Refining L.L.C)
DATE: November 14, 2022

SUMMARY/BACKGROUND

Annexation of unincorporated territories by municipalities has been and continues to be a priority and directive set out by the Cook County Board President and other policy directives. These directives were discussed and incorporated into the Village's strategic planning efforts over the years with specific outcomes listed such as securing boundary agreements and to pursue annexation of unincorporated territory near or surrounded by the Village's corporate boundaries. The importance of these initiatives is not only to expand the Village's tax base, but also to exercise regulatory authority over areas near the Village. Regulatory oversight of these areas is important to ensure development and zoning entitlements are consistent with the Village's long term plans and that they are are handled through the Village's development review process as opposed to the process and codes of the county or an adjacent municipality.

While the majority of recent annexations have taken place in Cook County, there are areas of Will County that have recently been annexed and other properties in unincorporated Will County discussed for potential annexation and development. Recent annexations for the Village in Will County include the fuel station at Archer / 135th Street across from Target/Kohls. The Village worked with the Village of Homer Glen on a boundary and revenue share agreement along with related disconnection of property from Homer Glen, to bring that project to reality. The Village of Lemont is desirous of expanding that development corridor along Archer Avenue once additional properties are ready to develop.

Other Will County properties discussed for potential annexation are areas west of Smith Road and north of 135th Street, properties adjacent or near the refinery. This area is included in the Village's 2030 comprehensive plan with open space/recreation and employment center land use designations and has been contemplated for future annexation and potential development. The annexation corridor subject to the items on the agenda is necessary so the Village may exercise its regulatory authority on these areas and adjacent properties to ensure development requests are consistent with our long term plans and are handled by Lemont and not the county or an adjacent municipality. Another significant benefit to the annexation is being able to serve the properties, especially Bambrick Park, with municipal police and other services.

It should be noted that while there is development interest in the area, the action subject to the public hearing and related annexation agreement is related to vacant property owned by PDV

Midwest Refining, LLC, of which there are no development plans. These refinery owned property have long served as a "buffer" to the refinery and are not planned for development. The properties along Smith Road will continue to serve as open space buffer to the refinery including the Bambrick Park parcels.

The first formal step for any opportunity to annex territories in this area is to secure a commitment from the refinery to move forward and work to annex these territories. The Village attorney and staff have been in contact with officials from the refinery on the potential annexation of the territories and have come to terms on an agreement that would govern the annexation of the territories vacant territories. The terms of the agreement include provisions to promote certain properties in the area remaining as open space, such as Bambrick Park and other areas. The formal rezoning of these areas must be made via application and will occur at a later date with additional public hearings and other public meetings.

As mentioned above, there has been development interest in properties in this area. Any development request, annexation, rezoning, etc will be required to go through the full development review process typical of any development within the Village. The Village also will require developers to meet with property owners in the area to discuss development plans prior to formal submittal with the Village to gain feedback and early coordination.

The proposed annexation agreement is only a first step to annexing these territories. If approved and executed by both the Village and PDV Midwest Refining, LLC, the next steps will include petitions to formally annex territory, rezoning applications and other steps in which the general terms are outlined in the agreement.

ANALYSIS

Consistency with Village Policy
Other Subheadings, as applicable. Please Specify in Analysis Field.

STAFF RECOMMENDATION
Staff recommends approval of Ordinance

BOARD ACTION REQUESTED
Motion to Approve Ordinance

ATTACHMENTS
ORD CITGO Annexation Agreement Ordinance.pdf
CITGO_Annexation_Agreement_Nov_14_2022_w_plats.pdf

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-22

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR 104.7 ACRES OF PROPERTY LOCATED WEST OF SMITH ROAD IN LEMONT, ILLINOIS
(PDV Midwest Refining L.L.C.)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. O-_____-22

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR 104.7 ACRES OF PROPERTY LOCATED WEST OF SMITH ROAD IN LEMONT, ILLINOIS
(PDV Midwest Refining L.L.C.)

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 desires to enter into an Annexation Agreement with PDV Midwest Refining L.L.C., for the subject property described and depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, PDV Midwest Refining L.L.C is the owner of the territory subject to said Annexation Agreement and is ready, willing and able to enter into said Annexation Agreement and to perform the obligations required hereunder; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the approval and execution of said Annexation Agreement have been fully complied with, including but not limited to, the holding of a public hearing on November 14, 2022 before the corporate authorities of the Village of Lemont and the passage of this ordinance by a 2/3 affirmative vote.

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

SECTION ONE: That the President or his designee is hereby authorized to execute the Agreement in substantially the form attached hereto. The Village President is hereby authorized to make such changes in the Agreement as approved by the Village Attorney, provide that the changes are minor in nature and such changes are reported to the Board of Trustees after the execution thereof.

SECTION TWO: The Village Clerk is authorized and directed to record a certified copy of the Annexation Agreement for the Subject Property in the office of the Will County Recorder of Deeds after its execution and the attachment of all appropriate exhibits.

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

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
Plat of Survey

Exhibit B
Annexation Agreement

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2022 ("Effective Date"), between the Village of Lemont, an Illinois municipal corporation located in Cook, DuPage, and Will Counties, Illinois (hereinafter "Village") and PDV Midwest Refining L.L.C. (hereinafter "*Owner*").

WITNESSETH

WHEREAS, the Owner is the owner of the property legally described in the Plat of Survey, attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the "*Subject Property*"), which property is subject to this Agreement; and

WHEREAS, the Subject Property constitutes an area that is contiguous to the Village, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et seq.*; and

WHEREAS, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Subject Property by the Village, and the zoning, development, and other related matters concerning the Subject Property, all pursuant to the provisions of Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings as required by law have been held by the appropriate departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the

Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the corporate authorities of the Village have been authorized to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to, and in accordance with, the provisions of the Lemont Municipal Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. PETITION TO ANNEX. The Owner has filed with the Village Clerk of the Village a duly executed petition, pursuant to and in accordance with the provisions of Section 5/7-1-8 of Chapter 65, Illinois Compiled Statutes, to annex the Subject Property to the Village.

3. ANNEXATION. Within 30 days after the Effective Date of this Agreement, the Village hereby agrees to annex the Subject Property upon the terms and conditions of this Agreement, and the parties respectively agree to do all things necessary and appropriate to cause the Subject Property to be duly and validly annexed to the Village.

4. REZONING.

A. Concurrently with the annexation of the Subject Property to the Village, the Village hereby agrees to adopt the necessary ordinances to zone parcel 12-02-36-200-003 into the M-3 District and 12-02-36-400-011 and 12-02-36-400-010 into the OL District in conformance with the Village of Lemont Unified Development Ordinance ("*UDO*"), except for development parcel specified in 4(B). No portion of Parcel 12-02-36-200-003 may be used for truck parking

uses except upon the approval by the Village Board of Trustees, by resolution duly adopted, which approval may be granted or withheld in the Board of Trustees' sole and absolute discretion.

B. The Village further agrees that, except as provided in Section 4(C) of this Agreement, it will zone into the OL District (collectively, the "Surrounding Area"): (1) any real property south of 135th Street, including, but not limited to the Big Run Golf Club, designated by property tax identification numbers 11-04-01-200-001-0000, 11-04-01-200-002-0000, and 11-04-01-101-007-0000, that is annexed into the Village during the term of this Agreement; and (2) any other real property that is annexed into the Village during the term of this Agreement that is located in the area bounded by Smith Road to the east, 135th Street to the south, New Avenue to the west, and 127th Street to the north, with the exception of development parcel designated by property tax identification numbers 1202363000190000 and 1202364000030000, which is expected to be rezoned M1-PUD ("Adjacent Development Parcel"). The Village further agrees that, except as provided in Section 4(C) of this Agreement, it will not annex any portion of the Surrounding Area, if the owners thereof do not consent to rezoning into the OL District.

C. Notwithstanding Section 4(B) of this Agreement, the Village may annex a parcel or portion of the Surrounding Area, and zone it into the M-1 District or the M-3 District, but only if both the owner of such property, and the Owner, issues their prior written consent to: (1) rezone that parcel or portion into the M-1 District or the M-3 District, as the case may be; and (2) prohibit truck parking uses on any parcel or portion zoned into the M-3 District. The Owner may refuse to grant its consent to rezoning all or any portion of the Surrounding Area into the M-1 District or the M-3 District, in its sole and absolute discretion.

D. The Parties acknowledge that, as of the date of this Agreement, that portion of the Surrounding Area that is located south of 135th Street is subject to an existing boundary

agreement between the Village and the City of Lockport ("Lockport Boundary Agreement"). The Parties further acknowledge that this Agreement does not permit, and should not be deemed or interpreted as permitting or requiring, annexation by the Village of any property that the Village may not annex pursuant to the Lockport Boundary Agreement. This Agreement only applies to those properties subject to the Lockport Boundary Agreement upon the termination or expiration of the Lockport Boundary Agreement.

5. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future development of or construction on the Subject Property shall be in full compliance with the Village of Lemont's UDO, Subdivision Regulations, Building Code and other ordinances, codes, rules and regulations of the Village pertaining to the development of the Subject Property, except as may be specifically amended pursuant to the terms of this Agreement.

6. OWNER'S REQUIREMENTS. The following requirements shall apply to the development of the Subject Property:

A. Prior to the issuance of any building permit for the Subject Property, the Owner shall dedicate to the Village as right-of-way that 20 feet-wide portion of the Subject Property that abuts Smith Road to the Village, pursuant to appropriate plans and plats to be approved by the Village Engineer and the Village Board of Trustees, as specified in the easement agreement attached to this Agreement as Exhibit 1 ("Easement Agreement");

B. The Owner shall dedicate a watermain easement to the Village over that 20 feet-wide portion of the Subject Property that abuts Smith Road, in a manner to be approved by the Village Engineer; and

C. At such time as the Village extends its sanitary sewer at or beyond the Subject Property, the Owner may, in its discretion, connect the Subject Property to the Village's sanitary sewer and decommission Owner's onsite septic system.

The Village is responsible for all costs incurred pursuant to this Section 6, including, without limitation, all costs of construction, installation, and connection of any improvements or utilities, and of preparation of plans or plats, and of third-party fees reasonably necessary to comply with this Section 6. The Village will reimburse any such costs incurred by the Owner within 30 days after receipt of an invoice therefor.

7. VARIATIONS IN LOCAL CODES. Unless stated in the annexation or rezoning ordinances pertaining to the Subject Property, there shall be no specific variations from the Village's ordinances, rules and codes which have been requested or which are permitted with respect to the development/construction of the Subject Property. The Owner may subsequently apply for specific variations from the Village's ordinances, rules and codes without amending this Agreement, provided, however, such applications shall satisfy all standards related to variations.

8. UTILITIES/SERVICES AND PUBLIC IMPROVEMENTS.

A. The Village agrees to provide water service and sewer service to the Subject Property upon receipt of a written request from the Owner therefor. The Owner understands that any connection to these Village utilities, public services and improvements shall be done in accordance with applicable Village engineering standards and the Village Code. All costs related to the provision of such services, including, without limitation, the construction and installation of any physical improvements or utilities necessary for such services, shall be the responsibility of the Village.

B. The Village agrees not to extend any water, sewer, or other utilities south of 135th Street, or otherwise to serve any portion of the Surrounding Area located south of 135th

Street, during the Term of this Agreement, except that the Village may provide potable water to those portions of the Surrounding Area located south of 135th Street that are annexed into the Village and that are zoned and used consistent with the provisions of Section 4 of this Agreement.

9. EASEMENTS AND UTILITIES. The Owner agrees to grant to the Village all necessary easements for the extension, maintenance, replacement and repair of sanitary sewer, storm sewer, water, street, or other utilities, or for other improvements, subject to the provisions of the Unified Development Ordinance, which may serve not only the Subject Property, but other property in the general area, if requested by the Village, which are specified in the Easement Agreement. Concurrently with the annexation of the Subject Property to the Village, the Owner and the Village agree to take all steps necessary to approve, and to execute, the Easement Agreement.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all easements, both onsite and offsite, necessary to serve the Subject Property.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option, upon approval of the respective utility companies.

10. FEES AND TAXES.

A. The Village agrees to waive in full the amount of any annexation permit, building permit, license, inspection, tap-on, recapture or connection fees imposed by the Village on the Subject Property, which are applicable to, or required by, Village Ordinances or Resolutions.

B. The Village agrees not to impose any special service area, special assessment, or tax-increment financing (TIF) district on the Subject Property unless either: (1) in its sole and absolute discretion, the Owner has granted its written consent to imposition of a special service area, special assessment, or TIF District; or (2) in connection with the imposition by the Village of a TIF District on all of the Adjacent Development Parcel, the Village must include all or a portion of the Subject Property in order to satisfy the contiguity requirements of the Illinois Tax Increment Allocation Redevelopment Act, in which event the Village must refund or abate in full any increase in property taxes imposed upon the Subject Property due to the imposition of the TIF District.

11. CONFLICT IN REGULATIONS.

A. The provisions of this Agreement shall supersede the provisions of any ordinances, codes or regulations of the Village, which may be in conflict with the provisions of this Agreement.

B. If during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations of general applicability throughout the community to a land developer or subdivider affecting the installation of land improvements (streets, underground utilities, sidewalks, curbs and gutters) upon the Subject Property are amended or modified in any manner to impose additional requirements on the installation of land improvements within the Village that are more stringent or restrictive than those in effect as of the Effective Date of this Agreement or as provided by this Agreement, the burden of such additional requirements shall not apply to the Subject Property.

C. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances or other regulatory ordinances regarding the public health, safety and welfare are amended or modified in any manner to impose less stringent or restrictive requirements on

the development of, or construction upon, properties within the Village than those in effect as of the Effective Date of this Agreement or as provided by this Agreement, then the benefit of such less stringent or restrictive requirements shall inure to the benefit of the Owner, and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon, the Subject Property upon the less stringent or restrictive amendment or modification applicable generally to all properties within the Village.

12. AMENDMENT OF ANNEXATION AGREEMENT. This Agreement and any exhibits attached hereto may be amended pursuant to the provisions of the Lemont Municipal Code, UDO, and Illinois Municipal Code.

13. INVALIDITY. If any provision of this Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Agreement and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

14. TERM OF AGREEMENT. This Agreement shall be binding for a full term of twenty (20) years from the date of this Agreement. Absent good cause from either party, this Agreement shall renew for successive twenty-year periods.

15. RECORDING. This Agreement shall be recorded by the Village Clerk in the Will County Recorder's Office at the expense of the Village.

16. APPROVAL. This Agreement shall not be effective until the Owner of the Subject Property affixes a signature to a true and correct copy of this Agreement, acknowledging that it has reviewed and accepts the provisions of this Agreement. Failure of the Owner to execute this Agreement shall void the annexation of this property.

17. DEFEND AND HOLD HARMLESS. The Village agrees to defend and hold the Owner harmless from any and all actions, causes of action, claims, litigation in law or chancery,

attorney's fees, costs required to defend against efforts by anyone to set aside this annexation or the terms of this Agreement.

18. BREACH.

A. The Village agrees that it will have a continuing obligation to provide sewer service, water, other Village utilities, and police protection to the Subject Property even if the Owner fails to comply with all the terms, conditions and covenants contained in this Agreement. In the instance of a breach of this Agreement by the Owner, the Village's sole remedy will be to seek specific performance of this Agreement in a court of competent jurisdiction.

B. In the event of a breach of this Agreement by the Village, in addition to every other legal and equitable remedy available to the Owner, the Owner will have the absolute right to disconnect the Subject Property from the corporate boundaries of the Village.

19. NOTICES. 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 prepared, to the other parties of this Agreement.

20. SUCCESSORS. This Agreement shall insure the benefit of, and be binding upon, the successors in title of the Owner, and each of them, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of the Owner, and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals on the day and year first above written.

VILLAGE OF LEMONT

_____
Mayor, Village of Lemont

Attest:

_____
Village Clerk

OWNER:

_____
By:
Title:

Date: _____

STATE OF ILLINOIS, County of _____ SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument at his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposed therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____ 2021.

Notary Public

P.I.N. 12-02-36-200-003
P.I.N. 12-02-36-400-011
P.I.N. 12-02-36-400-013

PLAT OF ANNEXATION

TO

VILLAGE OF LEMONT

OF

SCALE: 1" =500'

PARCEL ONE

P.I.N. 12-02-36-200-003

THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

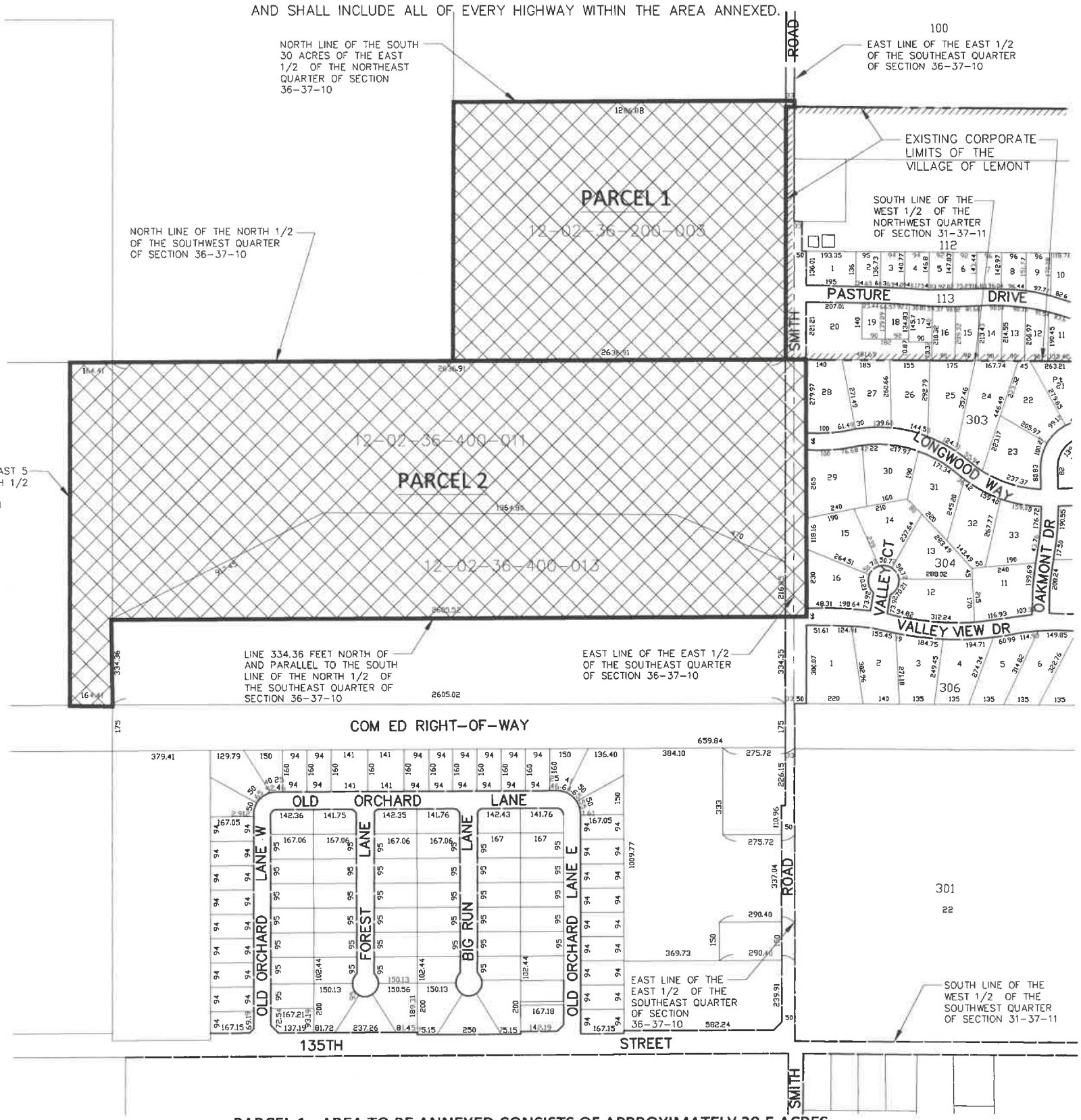
PARCEL TWO

P.I.N. 12-02-36-400-011

P.I.N. 12-02-36-400-013

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 5 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST, WITH A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE SOUTH 88 DEGREES 16' 51" WEST, ALONG SAID SOUTH LINE, 2606.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE NORTH 1 DEGREE 01' 38" WEST ALONG THE AFORESAID WEST LINE, 334.36 FEET TO A POINT ON A LINE DRAWN 334.33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 16' 51" EAST, ALONG THE AFORESAID PARALLEL LINE, 2605.52 FEET TO A POINT ON A LINE DRAWN 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 1 DEGREE 06' 50" EAST, ALONG THE AFORESAID PARALLEL LINE, 334.35 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.



LEGEND

DENOTES HEREBY ANNEXED

PARCEL 1 - AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 29.5 ACRES
PARCEL 2- AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 65.9 ACRES
TOTAL AREA TO BE ANNEXED APPROXIMATELY= 95.40 ACRES

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

STATE OF ILLINOIS)
COUNTY OF COOK)

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

____ DAY OF _____ A.D., 2022.

BY; _____
PRESIDENT

ATTEST; _____
CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) 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 4th DAY OF OCTOBER A.D., 2022

JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-22

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

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

500 0 500
GRAPHIC SCALE
IN FEET

DATE: 10/04/22

PROJECT NO. 19391-PLAT 1 AND 2

P.I.N. 12-02-36-400-010

PLAT OF ANNEXATION

TO

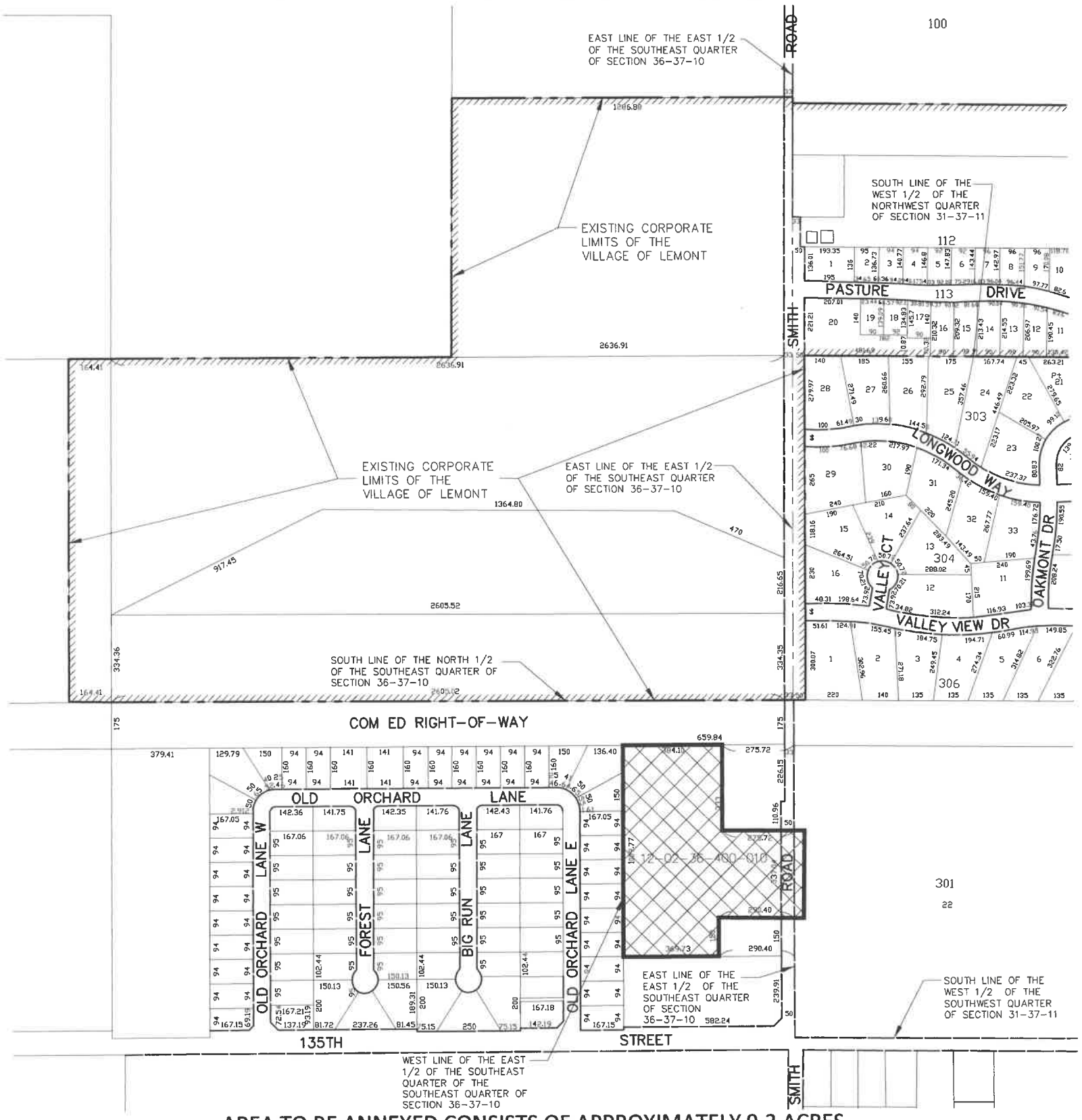
VILLAGE OF LEMONT

OF

SCALE: 1" =500'

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 175 FEET, AND ALSO EXCEPT THE SOUTH 5 ACRES, DESCRIBED AS FOLLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 1 DEGREE 06'50" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, A DISTANCE OF 150 FEET TO POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 88 DEGREES 16'46" WEST, ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 5 ACRES, 290.40 FEET; THENCE SOUTH 1 DEGREE 06'50" EAST, 150 FEET; THENCE SOUTH 88 DEGREES 16'46" WEST, ALONG THE NORTH LINE OF THE AFORESAID SOUTH 5 ACRES, 369.73 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE AFORESAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 1 DEGREE 05'32", ALONG SAID WEST LINE, 820.13 FEET OF THE SOUTH LINE OF THE AFORESAID NORTH 175 FEET OF THE SOUTHEAST 1/4 TO THE SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 88 DEGREES 16'51" EAST, ALONG SAID SOUTH LINE, 384.10 FEET TO A POINT WHICH 275.72 FEET WEST OF THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 1 DEGREE 06'50" WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE 333.00 FEET; THENCE NORTH 88 DEGREES 16'51" EAST, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 17 FEET, 275.72 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 1 DEGREE 06'50" EAST, ALONG SAID EAST LINE, 337.11 FEET TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR ROAD WIDENING PER R2010-026964),
IN WILL COUNTY, ILLINOIS.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.



AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 9.3 ACRES

LEGEND

DENOTES HEREBY ANNEXED

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

STATE OF ILLINOIS)
COUNTY OF COOK)

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

____ DAY OF _____ A.D., 2022.

BY; _____
PRESIDENT

ATTEST; _____
CLERK

STATE OF ILLINOIS)
COUNTY OF DuPAGE) 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 4th DAY OF OCTOBER A.D., 2022.

JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-22

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

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

500 0 500
GRAPHIC SCALE
IN FEET

DATE: 10/04/22 JECT NO. 19391 (4)

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008
DATE:	November 14, 2022

SUMMARY/BACKGROUND
It is appropriate to review the Unified Development Ordinance (UDO) throughout the year due to modernization, trends in land development, a change in policy direction or to update errors in the text language. Staff is recommending modifying the use 'Freight Transportation Terminal" in the M-3 Zoning District to a special use rather than a permitted use.

Staff is recommending changing the maximum allowed lot coverage in the R-5A Zoning District for residential uses from 55% to 65% and for non-residential uses from 60% to 65%. The modification brings the R-5A zoning district more in agreement with the other residential zoning districts similar in size and allowed uses. When the R-5A zoning district was created, standards from the R-4A district were transferred over when the R-4A district generally consists of much smaller lots and reduced setbacks. The R-5A district is more comparable to the R-5 or the R-6 district in regard to setbacks, lot size, minimum lot widths and permitted uses, therefore the allowed maximum lot coverage should be alike.

ANALYSIS
Comprehensive Plan
The Lemont 2030 Comprehensive Plan designates the Community Development Department Staff and the PZC to review the UDO for updates and changes at least once a year.

Planning & Zoning Commission (PZC)
The PZC reviewed the proposed changes to the UDO and recommended approval (7-0) of modifying the use table and the maximum allowed lot coverage in the R-5A zoning district.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED
A motion to approve the attached ordinance.

ATTACHMENTS
An Ordinance Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008

(Uses and Lot Coverage R-5A)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF NOVEMBER, 2022

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of November, 2022.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008

(Uses and Lot Coverage R-5A)

WHEREAS, the Village of Lemont approved Ordinance O-07-08 adopting the Lemont Unified Development Ordinance of 2008 (hereinafter "the Unified Development Ordinance") with an effective date of March 15, 2008; and

WHEREAS, on November 2, 2022, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted a public hearing for the proposed amendment to the zoning and land use regulations of the Unified Development Ordinance and the draft minutes are provided as Exhibit A; and

WHEREAS, notice of the aforesaid public hearing was made in the manner provided by law; and

WHEREAS, the Lemont Planning & Zoning Commission found that the proposed amendments are consistent with the purposes of the Unified Development Ordinance and voted (7-0) to recommend their approval;

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

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

SECTION TWO: The Lemont, Illinois Municipal Code ("Village Code"), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with additions shown in underlined text, to be placed in alphabetical order, and deletions shown in ~~strikethrough~~ to Chapter 17.06 of the Village Code as follows:

Use Category	Zoning District																
	B-1	B-3	B-4	DD	INT	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Freight transportation terminal	-	-	-	-	-	-	S	~~P~~ S	-	-	-	-	-	-	-	-	-

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SECTION THREE: The Lemont, Illinois Municipal Code ("Village Code"), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with additions

shown in underlined text, to be placed in alphabetical order, and deletions shown in ~~strikethrough~~ to Chapter 17.07 and Table 17-07-01 of the Village Code as follows:

Table 17-01-01. Lot and Dimensional Standards for the R Districts								
Standards	Zoning District							
	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Maximum Lot Coverage (as a percentage of total lot area)								
Residential uses	25%	35%	45%	55%	65%	65%	~~55%~~ 65%	65%
Other uses	25%	35%	50%	60%	70%	70%	~~60%~~ 65%	65%

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

SECTION FIVE: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 14th day of November, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOSKE
President

Attest:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Draft PZC Minutes from November 2, 2022 PZC Meeting

Village of Lemont
Planning and Zoning Commission
Regular Meeting of November 2, 2022

A regular meeting of the Plan Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, November 2, 2022, in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Chairman Studebaker called the meeting to order at 6:30 p.m. He then led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:
Present: Carmody, Cunningham, McGleam, O'Connor, Pawlak, Zolecki, Studebaker
Absent: None

Economic and Community Development Director Jason Berry, Consulting Planner Jamie Tate, and Village Trustee Ron Stapleton were also present.

C. Approval of Minutes – August 3, 2022

Commissioner O'Connor made a motion, seconded by Commissioner Pawlak to approve the minutes from the August 3, 2022, regular meeting with no changes. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

II. CHAIRMAN'S COMMENTS

None

III. PUBLIC HEARINGS

A. CASE 2022-08 – 15368 129TH STREET ANNEXATION AND REZONING

Chairman Studebaker called for a motion to open the public hearing for Case 2022-08.

Commissioner Cunningham made a motion, seconded by Commissioner Carmody to open the public hearing for Case 2022-08. A voice vote was taken:

Ayes: All
Nays: None
Motion passed

Chairman Studebaker called for a motion to continue the public hearing for Case 2022-08 to the December 7, 2022 meeting.

Commissioner O'Connor made a motion, seconded by Commissioner Cunningham to continue the public hearing for Case 2022-08 to the next regularly scheduled meeting on December 7, 2022. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

B. CASE 2022-09 – UDO AMENDMENTS

Chairman Studebaker called for a motion to open the public hearing for Case 2022-09.

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to open the public hearing for Case 2022-09. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

Staff Presentation

Jamie Tate, Consulting Planner, said the first modified amendment is to the freight transportation terminal use in the M-3 Zoning District. The code defines freight transportation terminals as anything that has to do with trucking and accessory parking. The M-3 Zoning District at this time permits them by right. The M-3 is considered "heavy industry" and even a "heavy industry use" is a special use in this district. There are some properties that they want to make sure they give more scrutiny. Staff is recommending changing this to a special use rather than permitted.

Chairman Studebaker asked about the Meno Stone property.

Mrs. Tate stated the B-3 portion is being occupied by an office use for a trucking company. They own a portion of the property and they are not supposed to be storing trucks on anything that is zoned B-3. The building in the back they want to make modifications to and have it for truck repair. It is allowed by right because it is zoned M-2. If they make the proper adjustments to the building they will be allowed to store the trucks while they are there for repair. They will not be allowed to do trailer storage.

Commissioner Cunningham asked what zoning districts are freight transportation uses allowed in.

Mrs. Tate said the only one right now they are allowed in is M-3, but they want to change that to a special use.

All Commissioners agreed.

Mrs. Tate stated throughout the year she keeps track of permits that she gets in or inquiries and the next topic she had received two inquiries on. On large lots that have in-ground pools, they want to have a building with a changing area and a half bath. It would be disconnected from the house. One resident even figured out a way to connect it to the house. There are ways you can prohibit it from becoming a rental. They would not allow any heat or a kitchen. She asked if this was something they want to see.

Commissioner Zolecki asked what type of square footage are they looking at.

Mrs. Tate said she has seen some anywhere from 500 to 2,000 square feet. There is a definition for a cabana in the UDO but she has never seen a cabana permit come through. The cabanas can be 360 maximum square footage with a maximum height of 15 feet. She can do more research on sizes.

Trustee Stapleton asked if this would be just for in-ground pools.

Mrs. Tate stated a lot of communities just do them for in-ground pools because they consider them more permanent.

Commissioner Zolecki asked if there should be an allowable closed in area and then an allowable area for open.

Mrs. Tate said that is a good idea.

Commissioner McGleam asked if these would be allowed to be built on easements and setbacks.

Mrs. Tate stated they would not and there would be a maximum setback. It would only be allowed in a rear yard and no side yard. It would be setback from the water and 10 feet from the property lines.

Commissioner Zolecki said they must have a foundation.

Commissioner Cunningham asked if they had to meet maximum lot coverage standards.

Mrs. Tate said yes and all the setback requirements.

Commissioner McGleam stated that to have a pool and one of these buildings you would have to have about an acre lot. He does not see this fitting on a R-4 lot. He asked if they should restrict these to a specific zoning district.

Commissioner Zolecki said if you have a smaller lot you can have a smaller building. It would be better to let lot coverage standards control it. He asked if there should be something in there about these being built in relation to the pool going in.

Mrs. Tate stated they can have it in there so that it gets constructed after the pool goes in. The next amendment is for lot coverage for R-5A. When they created the R-5A district they were looking at the different districts to what it was most similar to and so they took the R-4 lot coverage and put it on R-5A. With the size of the lots in the R-5A and the duplexes, it is difficult to manage. If someone wants a simple stoop at the bottom of the stairs it is causing them to go over the lot coverage. The R-6 zoning district is 65% and they have townhouses. It makes more sense if it is more in line with the R-5 district, R-6 district, and the R-4A rather than the larger R-4.

Chairman Studebaker asked if she is just having a problem with duplexes.

Mrs. Tate said she has had some issues with townhouses also. It is different from this but similar to the same situation. With the duplex units if you have one unit that puts a little patio in it can put them over on lot coverage. Then if the next unit wants anything they would not be allowed. Lot coverage comes in as a whole building for duplexes which makes sense for the overall plan. Once they start selling the lots off and they are bought by homeowners they should be considered as individual lots. She is still trying to figure out a better solution. There is nothing in the code that addresses this situation. She then showed examples of the Copper Ridge development. She did ask that they vote on this amendment this evening separately.

Commissioner Pawlak stated maybe you can take the entire coverage divided by the number of units then that is the available space for the coverage.

Mrs. Tate said again she would like to bring up driveways. She then showed photos from a subdivision where there are discrepancies. The hard thing to explain and for homeowners to understand is why a neighbor has something and they can't. If someone was coming in to replace their driveway the Village allows for them to be replaced as they are.

Chairman Studebaker asked why the code allows them to be replaced as they are and not at where the code is at now.

Mr. Berry stated none of these are illegal. They were done prior to when the code changed.

Mrs. Tate said what the code creates is a lot of fill-ins with pavers.

Commissioner McGleam asked what does the current code not give them that people are asking for.

Mrs. Tate stated it is 22 feet at the property line.

Commissioner McGleam said he has a three-car garage and three cars there currently. There is no difficulty getting in and out with two cars in the garage and one in front of the third bay. If they allow this then they are going to have homes with four cars parked in the driveway.

Chairman Studebaker stated it also adds a lot more concrete.

Commissioner Zolecki said they are not far off from other communities.

Commissioner McGleam asked if the driveway configuration is inspected as part of the certificate of occupancy.

Mrs. Tate stated yes. If the Commission is not interested then they will leave it the way it is.

All Commissioners agreed to leave the driveway widths as it is currently in the code.

Mrs. Tate said the next amendment is for electric vehicle charging stations. A company is going to be coming through for a charging station. The location is going to be by Jimmy John's. There is nothing in the code on this so they need to start having something in the code. They need to know if they count towards minimum parking requirements, can non-electric vehicles park in those stalls, landscaping requirements, and location requirements.

Chairman Studebaker asked if this was driven by a private enterprise or if it was federally funded program.

Mrs. Tate stated she thinks because of the federal push it is pushing the companies. Some of the charging stations charge a fee and some don't. On some of them, there could be advertising which helps pay for them. So if we don't want advertising on them then we need to make sure it is in the code.

Mr. Berry said they did work with the Forge who just put in charging stations on the south parking lot but it is on Village property.

Commissioner McGleam stated it should count towards the minimum parking requirement.

Commissioner Zolecki asked if it is private can non-electric vehicles park in the charging station.

Commissioner Pawlak said there should be a restriction that they can only have a certain percentage of charging stations as part of the parking.

Commissioner Zolecki stated if they go over the percentage then there should be a requirement that any type of vehicle can be allowed to park there.

Chairman Studebaker said they need underground utilities for them.

Mrs. Tate asked if they wanted to see advertisements at these stalls.

All Commissioners stated no.

Commissioner Zolecki stated there should be wording in there that it continues to stay updated to work with the vehicles.

Mrs. Tate said she will come up with some preliminary language for the stations.

Chairman Studebaker asked if there were any further questions or comments regarding any of the amendments.

Public Comment

Trustee Stapleton stated in regards to widening driveways, if everyone has three-car driveways then it cuts down on the allowable space for parking on the street. It inhibits where you can put parkway trees, street lights, and fire hydrants.

Chairman Studebaker asked if there were any further questions or comments. None responded. He then called for a motion to close the public hearing.

Commissioner Zolecki made a motion, seconded by Commissioner McGleam to close the public hearing for Case 2022-09. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

Chairman Studebaker then called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner Zolecki made a motion, seconded by Commissioner McGleam to recommend to the Mayor and Board of Trustees approval of the following UDO Amendments:

1. Freight transportation terminals modified to a special use in M-3 rather than a permitted use.
2. Change maximum lot coverage to 65% from 55% in R-5A.
3. Residential driveway widths are to remain as currently listed in the UDO.

All other items that were presented will come back for further review based on the discussions that were heard this evening.
A roll call vote was taken:
Ayes: Zolecki, McGleam, Carmody, Cunningham, O'Connor, Pawlak, Studebaker
Nays: None
Motion passed

Commissioner Cunningham made a motion, seconded by Commissioner Pawlak to authorize the Chairman to approve the Findings of Fact for Case 2022-09 as prepared by staff. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

IV. ACTION ITEMS

A. CASE 2021-11 – GLENEAGLES FINAL PLATS OF SUBDIVISION FOR PHASE 2A, 2B, AND 3

Mrs. Tate said Gleneagles was waiting for MWRD approval before bringing through these last phases. The only comment that is left outstanding is that they are going to put on the plats specific language that clearly indicates that all outlots are being dedicated to the HOA. It is in the annexation agreement, the PUD, and the declaration but the engineer wants it on the plat so it is clear. The applicant is making that adjustment, so other than that they are in compliance.

Commissioner Zolecki asked where are they in the planning process.

Mrs. Tate stated they have their site development permit in. They are supposed to be starting water, sewer, and then streets. Staff has approved their two model permits and they are doing a master permit with them. They will make modifications as they come through.

Commissioner Zolecki asked how does it relate to this in terms of permitting.

Mrs. Tate said this approval is for the end phases. The applicant has started phase 1A and these are for the next phases.

Chairman Studebaker asked if there were any further questions or comments. None responded. He then called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner Cunningham made a motion, seconded by Commissioner McGleam to recommend to the Mayor and Board of Trustees approval of Case 2022-11 – Gleneagles Final Plats of Subdivision for Phase 2A, 2B, and 3. A roll call vote was taken:

Ayes: Cunningham, McGleam, Carmody, Zolecki, O'Connor, Pawlak, Studebaker
Nays: None
Motion passed

B. CASE 2021 -08 MARBELLA OF LEMONT PLAT OF SUBDIVISION AND GENERAL FRY'S SUBDIVISION

Mrs. Tate said for the Marbella plat the preliminary plat had three lots in it. In order for the sale and transfer of the land that has to happen for the project, the two plats have to be separated out. She showed the Marbella final plat that has lot one and two and then the other plat that goes along with the property is the General Fry's Subdivision.

Mr. Berry stated lot one is part of the reserve strip. If this gets approved this would get recorded as lot one. Marbella would record a two-lot plat of subdivision as lot one and lot two. For the State act that allows the Village to sell this portion of the reserve strip, they would be exchanging their lot one and they would receive their lot two. They will probably come back and re-subdivide the General Fry's lot one and the Marbella lot one to become a single lot of record.

Commissioner Zolecki asked if this was the final plat for the Village lot.

Mrs. Tate said there are two plats and the General Fry's is the Village.

Mr. Berry stated this was a push in Springfield working with the Department of Natural Resources. Their attorneys believed that there was some sort of reverted clause. The reserve strip was once the property of the Federal government which gave the property to the State of Illinois and then Lemont purchased it in 1970. In order to clean it up, they required them to pass an act that says the Village of Lemont can sell this property if and only if it receives property adjacent to the reserve strip of greater size and greater value.

Commissioner McGleam asked if there is any language in the PUD that there is public access between the development and the canal.

Mrs. Tate said yes it is in there.

Commissioner Zolecki asked what is the status of this project in regard to construction.

Mr. Berry stated they have a site development permit. They issued for the Village owned property, a permanent construction easement. On the site development permit, they have a waiver for excavation.

Commissioner Zolecki said there are poured footings. He asked what is the point of this review. No permit of any kind should be approved until the final plat is recorded.

Mr. Berry stated he is not sure if that is true if they own the land.

Commissioner Zolecki said it states that no permits of any kind should be issued until the final plat is recorded and three copies have been returned to the Village. If the process is not respected then what is the point of reviewing this. He feels it is disrespectful to this Commission.

Chairman Studebaker asked if there were any further questions or comments. None responded. He then called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner McGleam made a motion, seconded by Commissioner Carmody to recommend to the Mayor and Board of Trustees approval of Case 2021-08 – Marbella of Lemont Plat of Subdivision. A roll call vote was taken:
Ayes: McGleam, Carmody, O'Connor, Pawlak, Studebaker
Nays: Zolecki and Cunningham
Motion passed

Commissioner Carmody made a motion, seconded by Commissioner McGleam to recommend to the Mayor and Board of Trustees approval of Case 2021-08 Marbella – General Fry's Subdivision. A roll call vote was taken:
Ayes: Carmody, McGleam, Cunningham, O'Connor, Pawlak, Studebaker
Nays: Zolecki
Motion passed

V. GENERAL DISCUSSION

Chairman Studebaker thanked staff for all the hard work they had done this year with all the cases that were presented.

Commissioner McGleam asked how the Commission is supposed to respond to a person who provides a public comment that accuses them of taking bribes. He believes it should not go unanswered.

Mr. Berry said they will follow up and ask the Village Attorney.

VI. AUDIENCE PARTICIPATION

None

VII. ADJOURNMENT

Chairman Studebaker called for a motion to adjourn the meeting.

Commissioner McGleam made a motion, seconded by Commissioner Pawlak to adjourn the meeting. A voice vote was taken:
Ayes: All

Nays: None
Motion passed

Minutes prepared by Peggy Halper

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: A Resolution Approving Terra Engineering Ltd. Proposal for Phase I Engineering Professional Services
DATE: November 14, 2022

SUMMARY/BACKGROUND
TERRA Engineering has submitted a proposal to begin work on the Centennial Trail/Canal Bank Road Separation project, which was awarded grant funding from Cook County's Invest in Cook program. The proposal is for $248,961 to complete Phase I engineering with submittals to Cook County and the Village. This project was awarded $125,000 from the County.

On September 22nd, 2022 the Cook County Board of Commissioners approved our Intergovernmental Agreement for Invest in Cook, and on October 3rd we received the Notice to Proceed from Benet Haller, Transit Manager. We are required to submit Quarterly Reports that reflect the project status occurring during the quarters ending on March 31, June 30, September 30, and December 31 for the duration of your project. TERRA will prepare and submit reports on our behalf.

TERRA was selected for their qualifications and experience working on multi-use trails, including the Village's Stephen Street trail connection bridge.

ANALYSIS

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

STAFF RECOMMENDATION
Approve the Resolution.

BOARD ACTION REQUESTED
Motion to Approve the Resolution.

ATTACHMENTS
A Resolution Approving Terra Engineering Ltd. Proposal for Phase I Engineering Professional Services

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING TERRA ENGINEERING LTD. PROPOSAL FOR PHASE 1 ENGINEERING PROFESSIONAL SERVICES

ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ____ DAY OF NOVEMBER 2022

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois this ____ day of November 2022

RESOLUTION NO. _____

A RESOLUTION APPROVING TERRA ENGINEERING LTD. PROPOSAL FOR PHASE 1 ENGINEERING PROFESSIONAL SERVICES

WHEREAS, the Village of Lemont, Counties of Cook, Will, and DuPage, State of Illinois (the "Village") is a duly organized and an existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS the Village finds that it is in the best interest of the Village and its residents to accept and approve the proposal for Phase 1 Engineering Professional Services attached hereto as Exhibit A ("Proposal") from Terra Engineering Ltd. regarding the Village's Invest in Cook Project (relocation of Canal Bank Road)**;**

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

SECTION 1: Subject to attorney review, the Proposal from Terra Engineering Ltd. in the form attached hereto as Exhibit A is approved and accepted. The Mayor is authorized to execute the Proposal on behalf of the Village.

SECTION 2: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 3: All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____
JOHN EGOFSKE, Village President

Attest:

_____
CHARLENE SMOLLEN, Village Clerk

EXHIBIT A

TERRA ENGINEERING LTD.

November 4, 2022

Mr. Jason Berry
Village of Lemont
418 Main Street
Lemont, IL 60439

RE: Lemont Canal Bank Road
Proposal for Phase I Engineering Professional Services

Dear Jason,

Thank you for allowing us to submit our proposal to you for this project. Per your request, we provide the following proposal to the Village of Lemont ("Client") for the civil engineering associated with the design and preparation of a Phase I Project Report for the relocation of Canal Bank Road in the Village of Lemont.

This fee proposal is based on your request for proposal (RFP) and our discussions. A specific list of scope of work and anticipated deliverables is listed below.

SCOPE OF WORK/ANTICIPATED DELIVERABLES

1. Civil Engineering
   A. See attached scope based on preparation of a Phase I Project Report and submittals to the Village and Cook County.

LIMIT OF SERVICES / ASSUMPTIONS

1. This scope of work is based on documents available as of this date.
2. The fees herein do not include permitting fees as may be required.
3. Additional meetings attended and site visits conducted beyond the scope of services shall be billed on a time/material basis in accordance with hourly fee schedule.

SCHEDULE

Upon agreement on scope of work and receipt of signed fee proposal, TERRA will commence work on the topographic survey and Phase I design.

COMPENSATION

TERRA offers the above services at the Cost Plus Fixed Fee basis as outlined below.

1. **Total Cost Plus Fixed Fee = $248,961 (See attached for detail).**

ADDITIONAL SERVICES

Changes to completed documents due to revised input or direction, change of project limits or scope and preparation of additional drawings shall be invoiced as an Additional Service. Work will not be performed without your expressed, written consent. Estimates for additional services will be provided upon your request.

ACCEPTANCE

This proposal, with the signature of the appropriate personnel, constitutes acceptance of fee and terms as stated herein. Please return one copy of the signed proposal to me as authorization to begin work.

If you have any questions or need clarification on any of the above, please do not hesitate to call. We look forward to working with you on this project and appreciate you including us on your team.

Sincerely yours,

TERRA ENGINEERING, LTD.



David Landeweer, P.E.
Senior Project Manager

Cc: Jamil Bou-Saab, PE, Executive Vice President – TERRA
Tim Barry, PE, Transportation Group Manager – TERRA

ACCEPTED BY

Date: _____

Printed name: _____

Signed name: _____

Title: _____

BILLING AND PAYMENT

Billing and payment shall be in accordance with the fee proposal as noted in the Compensation schedule of this proposal. Scope of services under a fixed fee basis shall be billed upon fulfillment and/or percentage of the completed task. Scope of services under a time and material basis shall be billed per unit rate as services are performed.

1. Timing/Format
   A. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt, unless negotiated otherwise with Terra Engineering. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
   B. If payment in full is not received by TERRA Engineering within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
   C. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, TERRA Engineering may suspend performance of services upon seven (7) calendar days' notice to the Client. TERRA Engineering shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, TERRA Engineering shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for TERRA Engineering to resume performance.
2. Billing Records
   A. TERRA Engineering shall maintain accounting records of its costs in accordance with generally accepted practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by TERRA Engineering and Client. TERRA Engineering will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. DELAYS. If events beyond the control of TERRA Engineering, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, TERRA Engineering shall be entitled to an equitable adjustment in compensation and extension of time.

4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay TERRA Engineering for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by TERRA Engineering as instruments of service shall remain the property of TERRA Engineering. TERRA Engineering shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by TERRA Engineering for the specific purpose intended, shall be at Client's sole risk.

6. ELECTRONIC MEDIA. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the

acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by TERRA Engineering and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by TERRA Engineering and TERRA Engineering makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TERRA Engineering be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by TERRA Engineering is supplied for the general guidance of the Client only. Since TERRA Engineering has no control over competitive bidding or market conditions, TERRA Engineering cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. SAFETY. TERRA Engineering shall establish and maintain programs and procedures for the safety of its employees. TERRA Engineering specifically disclaims any authority or responsibility for general job site safety and safety of persons other than TERRA Engineering employees.

9. RELATIONSHIP WITH CONTRACTORS. TERRA Engineering shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but TERRA Engineering specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. THIRD PARTY CLAIMS: This Agreement does not create any right or benefit for parties other than TERRA Engineering and Client.

11. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by TERRA Engineering and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. INSURANCE. TERRA Engineering will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and TERRA Engineering business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include TERRA Engineering as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. INDEMNITIES. TERRA Engineering agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by TERRA Engineering's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom TERRA Engineering is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TERRA Engineering, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor TERRA Engineering shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. LIMITATIONS OF LIABILITY. No employee or agent of TERRA Engineering shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, TERRA Engineering's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, TERRA Engineering's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation covered by TERRA Engineering's professional liability insurance.

16. ACCESS. Client shall provide TERRA Engineering safe access to the project site necessary for the performance of the services.

17. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. HAZARDOUS MATERIALS. TERRA Engineering and TERRA Engineering's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise TERRA Engineering (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. REMODELING AND RENOVATION. For TERRA Engineering's services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which TERRA Engineering may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, TERRA Engineering shall not be required to perform, or have others perform, destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless TERRA Engineering, TERRA Engineering's consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of TERRA Engineering and to advise TERRA Engineering of any potential conflict. TERRA Engineering shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless TERRA Engineering, TERRA Engineering's consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. DISPUTE RESOLUTION. If TERRA Engineering employs counsel for advice or other representation: (i) with respect to this Agreement, (ii) to represent TERRA Engineering in any litigation, contest, dispute, suit or proceeding (whether instituted by TERRA Engineering, Client or any other party) in any way or respect relating to this Agreement, or (iii) to enforce Client's obligations there under, then, in any of the foregoing events, all of the reasonable attorneys' fees arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by Client to TERRA Engineering on demand.

SCHEDULE OF HOURLY BILLING RATES

LABOR CLASSIFICATION						
	2018	2019	2020	2021	2022	2023
Principal	$215.00	$221.00	$227.50	$234.50	$241.50	$249.00
Senior Project Manager	$205.00	$211.00	$217.50	$224.00	$231.00	$238.00
Project Manager	$160.00	$165.00	$170.00	$175.00	$180.50	$186.00
Assistant Project Manager	$150.00	$154.50	$159.00	$164.00	$169.00	$174.00
Senior Project Engineer	$130.00	$134.00	$138.00	$142.00	$146.50	$151.00
Project Engineer	$110.00	$113.50	$117.00	$120.50	$124.00	$127.50
Project Designer	$110.00	$113.50	$117.00	$120.50	$124.00	$127.50
Design Engineer	$100.00	$103.00	$106.00	$109.50	$113.00	$116.50
Senior Structural Engineer	$175.00	$180.00	$185.50	$191.00	$196.50	$202.50
Structural Engineer	$120.00	$123.50	$127.00	$131.00	$135.00	$139.00
Senior Landscape Architect	$170.00	$175.00	$180.50	$186.00	$191.50	$197.00
Landscape Architect	$110.00	$113.50	$117.00	$120.50	$124.00	$127.50
Senior Landscape Planner	$115.00	$118.50	$122.00	$125.50	$129.50	$133.50
Landscape Designer	$95.00	$98.00	$101.00	$104.00	$107.00	$110.00
Survey Manager	$165.00	$170.00	$175.00	$180.50	$186.00	$191.50
Surveyor	$120.00	$123.50	$127.50	$131.50	$135.50	$139.50
Senior Technician	$110.00	$113.50	$117.50	$121.00	$124.50	$128.00
Technician	$85.00	$87.50	$90.50	$93.00	$96.00	$99.00
Survey Crew - 2 person	$195.00	$201.00	$207.00	$213.00	$219.50	$226.00
Survey Crew - 1person	$155.00	$159.50	$164.50	$169.50	$174.50	$179.50
GIS Analyst	$110.00	$113.50	$117.00	$120.50	$124.00	$127.50
Senior Construction Inspector	$130.00	$134.00	$138.00	$142.50	$147.00	$151.50
Construction Inspector	$105.00	$108.50	$112.00	$115.50	$119.00	$122.50
Senior Traffic Technician	$100.00	$103.00	$106.00	$109.00	$112.50	$116.00
Traffic Technician	$95.00	$98.00	$101.00	$104.00	$107.00	$110.00
IT- CADD Manager	$115.00	$118.50	$122.00	$125.50	$130.00	$134.00
CADD Operator	$100.00	$103.00	$106.00	$109.00	$112.50	$116.00
Intern	$55.00	$56.50	$58.00	$60.00	$62.00	$64.00
Business Administrator	$120.00	$123.50	$127.00	$131.00	$135.00	$139.00
Marketing Coordinator	$95.00	$98.00	$101.00	$104.00	$107.00	$110.00
Administrative Assistant	$65.00	$67.00	$69.00	$71.00	$73.00	$75.00

Services sub-contracted and reimbursable expenses will be billed to the Owner at invoice. Use of special equipment such as television and sewer cleaning devices, soil density testers, flow meters samplers and dippers, etc., will be charged to the project per the standard equipment rate schedule, which is available upon request.

MISCELLANEOUS EXPENSE RATES

DESCRIPTION	EXPENSE RATE
Printing	
11”x17” (black/white)	$0.65 / page
11”x17” (color)	$1.30 / page
24”x36” (black/white)	$3.00 / page
24”x36” (color)	$6.00 / page
30”x42” (black/white)	$4.37 / page
30”x42” (color)	$8.75 / page
36”x48” (black/white)	$6.00 / page
36”x48” (color)	$12.00 / page
External Plotting	Cost plus 10%
Shipping/Messenger Services	Cost plus 10%
Sub-consulting Services	Cost plus 10%
Travel	
Mileage	Per IRS Standard Mileage Rate
Parking	Cost plus 10%
Per Diem	$28.00 / day
Taxi	Cost plus 10%
Document Retrieval	Cost plus 10%
Permit Fees	Cost plus 10%

Scope of Work

CANAL BANK ROAD RELOCATION
VILLAGE OF LEMONT
PHASE I - PROJECT REPORT
ITEMIZED SCOPE OF SERVICES
10/27/2022

Task No.	Task	TERRA Hours	TERRA Direct	Notes
1	Early Coordination			
	a) Initial coordination with Village & MWRD, Cook FPD	32		
	b) Initial coordination with Cook County, Dupage FPD, ACOE	20		
	c) Notify affected businesses adjacent to trail	4		
	Subtotal	56	$ -	
2	Data Collection and Review			
	a) Prepare photolog, site visit, land use	8	$ 65.00	
	b) Obtain existing utility atlases	4		
	c) Obtain roadway, MWRD plans	2		
	d) Obtain property, R.O.W. plats	2		
	e) Obtain adjacent bike route information	2		
	Subtotal	18	$ 65.00	
3	Field Survey			
	a) Set horizontal control points	4		
	b) Set coordinates on control points using GPS	16		
	c) Topographic survey (tree, utility, topo)	64	$ 390.00	
	d) Data Processing	24		
	e) Establish R.O.W. / property lines	16		
	f) Plat preparation	40		
	g) Perform field check	8	$ 65.00	
	Subtotal	172	$ 455.00	
4	Establish Alignment			
	a) Determine design criteria	12		
	b) Prepare and submit proposed typical section	8		
	c) Establish proposed horizontal alignment	16		
	Subtotal	36	$ -	
5	Traffic Counts and Crash Data			
	a) Obtain existing and proposed ADT	8		
	b) Obtain crash data and summarize	16		
	Subtotal	24	$ -	
6	Preliminary Design Studies			
	a) Prepare electronic base CADD files	24		
	b) Prepare plan-profile sheets (1"=50')	12		
	c) Prepare cross section sheets	20		
	d) Design road horizontal and vertical alignment	40		
	e) Design trail horizontal and vertical alignment	32		
	f) Coordinate trail design with Cook & DuPage FPD's	40		
	g) Determine R.O.W. and easement requirements	24		

h)	CADD proposed geometry	40		
i)	CADD proposed cross sections	80		
j)	CADD existing utilities	24		
k)	Determine utility conflicts / utility coordination	40		
l)	Aesthetics, signage	20		
	Subtotal	396	$ -	
7	Preliminary Soils Investigation			
a)	Coordination with subconsultant			
b)	Soils investigation and report		$ 9,830.00	Applied Geoscience
c)	Review report, pavement design			
	Subtotal	0	$ 9,830.00	
8	Hydraulic and Drainage Studies			
a)	Review existing drainage patterns	24		
b)	Find floodplain encroachments & compensation reqs	16		
c)	Locate floodplain compensatory storage sites	16		
d)	Analyze detention requirements	40		
e)	Locate and design detention/retention sites	120		
f)	Prepare text for project report	20		
	Subtotal	236	$ -	
9	Environmental Issues Review			
a)	Wetland investigation, reporting & coordination		$ 16,789.00	Huff and Huff
b)	Environmental clearances			
c)	PESA			Huff and Huff
	Subtotal	0	$ 16,789.00	
10	Permits and Agency Coordination			
a)	MWRD and leaseholder coordination	80		
b)	Army Corps coordination	40		
c)	IDNR coordination	40		
d)	Cook County DOTH coordination and status reports	100		
e)	Cook FPD coordination	80		
f)	DuPage FPD coordination	40		
	Subtotal	380	$ -	
11	Quantity and Cost Estimate			
a)	Perform preliminary quantity take-offs	40		
b)	Prepare construction cost estimate	8		
	Subtotal	48	$ -	
12	Draft Report			
a)	Prepare text for draft report	80		
b)	Prepare appendix and exhibits for report	40		
	Subtotal	120	$ -	
13	Public Involvement			
a)	Prepare and distribute public notices	12		
b)	Prepare graphics, materials and exhibits	16		
c)	Conduct open house meeting	8	$ 65.00	
e)	Disposition of comments	4		

	Subtotal	40	$	65.00
14	Pre-final Report			
	a) Revise Text	40		
	b) Revise Exhibits	24		
	c) Revise quantities and cost estimate	4		
	Subtotal	68	$	-
15	Final Report			
	a) Revise Text	32		
	b) Revise Exhibits	16		
	c) Revide quantities and cost estimate	4		
	Subtotal	52	$	-
16	Coordination Meetings			
	a) Attend Kickoff mtg	8	$	65.00
	b) Attend agency coordination meetings (6)	24	$	390.00
	c) Attend 1 review mtg w/ ACOE	4		
	d) Attend 1 review mtg with IDNR	4		
	Subtotal	40	$	455.00
17	Administration			
	a) QC/QA	24		
	b) Project planning, cost control, client coordination	18		
	Subtotal	42	$	-
	Project total	1728		$27,659.00

Fee

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Prime Consultant (Firm) Name	Prepared By	Date
Terra Engineering, Ltd.	David Landeweer	10/27/2022

Consultant / Subconsultant Name	Job Number
Terra Engineering, Ltd.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**12**	**MONTHS**	**OVERHEAD RATE**	**134.20%**
START DATE	**12/1/2022**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/1/2023**		**% OF RAISE**	**2.00%**
END DATE	11/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2022	1/1/2023	1	8.33%
1	1/2/2023	12/1/2023	11	93.50%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Consultant / Subconsultant Name	Job Number
Terra Engineering, Ltd.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**1.83%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Sr. Project Manager	$78.00	$78.00
Sr. Structural Engineer	$68.91	$70.17
Structural Design Engineer	$32.47	$33.07
Project Manager	$57.44	$58.49
Sr. Project Engineer	$50.38	$51.30
Project Engineer	$39.16	$39.88
Design Engineer	$30.94	$31.51
Sr. Landscape Architect	$58.88	$59.96
Landscape Designer	$26.32	$26.80
Surveyor	$40.39	$41.13
IT-CADD Manager	$34.37	$35.00
Administrative Assistant	$26.41	$26.89

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Consultant / Subconsultant Name	Job Number
Terra Engineering, Ltd.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	16	$65.00	$1,040.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$1,040.00**

Local Public Agency
Village of Lemont

County
Cook

Section Number

Consultant / Subconsultant Name
Terra Engineering, Ltd.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 134.20%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Initial Coord. / Data Collection	74	3,660	4,912	$1,040.00	1,208		10,820	4.35%
Topographic Survey	172	7,241	9,717		2,390		19,348	7.77%
Design Studies / Estimates	504	21,043	28,240		6,944		56,227	22.58%
Drainage Studies	236	10,338	13,874		3,412		27,624	11.10%
Permits / Agency Coordination	380	21,089	28,302		6,959		56,350	22.63%
Report	240	11,171	14,991		3,686		29,848	11.99%
Meetings	80	4,850	6,508		1,600		12,958	5.20%
QC/QA / Admin.	42	2,776	3,725		916		7,417	2.98%
Huff & Huff		-	-		-	16,789	16,789	6.74%
Applied Geoscience		-	-		-	9,830	9,830	3.95%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
Subconsultant DL					1,750		1,750	0.70%
TOTALS	1728	82,168	110,269	1,040	28,865	26,619	248,961	100.00%

192,437

BLR 05514 (Rev. 05/27/22)
COST EST

The subconsultant fee has been adjusted due to 15% fixed

Local Public Agency
Village of Lemont

County
Cook

Section Number

Consultant / Subconsultant Name
Terra Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Initial Coord. / Data Collection			Topographic Survey			Design Studies / Estimates			Drainage Studies			Permits / Agency Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	78.00	238.0	13.77%	10.74	10	13.51%	10.54				44	8.73%	6.81	16	6.78%	5.29	80	21.05%	16.42
Sr. Structural Engineer	70.17	0.0																	
Structural Design Engineer	33.07	0.0																	
Project Manager	58.49	506.0	29.28%	17.13	32	43.24%	25.29	4	2.33%	1.36	100	19.84%	11.61	80	33.90%	19.83	200	52.63%	30.79
Sr. Project Engineer	51.30	24.0	1.39%	0.71				24	13.95%	7.16									
Project Engineer	39.88	104.0	6.02%	2.40															
Design Engineer	31.51	592.0	34.26%	10.79	32	43.24%	13.62				240	47.62%	15.00	140	59.32%	18.69	100	26.32%	8.29
Sr. Landscape Architect	59.96	0.0																	
Landscape Designer	26.80	0.0																	
Surveyor	41.13	120.0	6.94%	2.86				120	69.77%	28.70									
IT-CADD Manager	35.00	144.0	8.33%	2.92				24	13.95%	4.88	120	23.81%	8.33						
Administrative Assistant	26.89	0.0																	
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TOTALS		1728.0	100%	$47.55	74.0	100.00%	$49.46	172.0	100%	$42.10	504.0	100%	$41.75	236.0	100%	$43.81	380.0	100%	$55.50

Local Public Agency
Village of Lemont

County
Cook

Section Number

Consultant / Subconsultant Name
Terra Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Report			Meetings			QC/QA / Admin.			Huff & Huff			Applied Geoscience					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	78.00	40	16.67%	13.00	24	30.00%	23.40	24	57.14%	44.57									
Sr. Structural Engineer	70.17																		
Structural Design Engineer	33.07																		
Project Manager	58.49	40	16.67%	9.75	40	50.00%	29.25	10	23.81%	13.93									
Sr. Project Engineer	51.30																		
Project Engineer	39.88	80	33.33%	13.29	16	20.00%	7.98	8	19.05%	7.60									
Design Engineer	31.51	80	33.33%	10.50															
Sr. Landscape Architect	59.96																		
Landscape Designer	26.80																		
Surveyor	41.13																		
IT-CADD Manager	35.00																		
Administrative Assistant	26.89																		
TOTALS		240.0	100%	$46.54	80.0	100%	$60.62	42.0	100%	$66.09	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Subconsultants

Applied GeoScience, Inc.
Geotechnical, Environmental & Materials Engineering

October 27, 2022

Mr. David Landeweer
Senior Project Manager
TERRA Engineering, Ltd.
225 West Ohio Street, 4th Floor
Chicago, Illinois 60654

RE: Cost Estimate for Geotechnical Services
Proposed Des Plaines River Bike Trail Improvements, Lemont, Illinois
AGI Proposal No. 22-459

Dear Mr. Landeweer:

Applied GeoScience, Inc. (AGI) is pleased to submit our cost estimate for geotechnical engineering services at the above-referenced site. It is our understanding that eleven (11) structural borings to a maximum depth of 10.0 feet and 11 pavement coring are required at the site.

We have assumed that ATV drilling equipment will be sufficient to complete these borings. The soils will be sampled in accordance with the procedure set forth in ASTM D-1586 and under the supervision of an engineer. Prior to leaving the site, all borings will be properly backfilled, including the patching of pavement where required. Along with these borings, all necessary laboratory tests will be performed, and a complete engineering report will be prepared under the direction of a Registered Professional Engineer.

All data required by the Client will be included in the final geotechnical report. Below is the detailed information that will be included in the subsurface investigation report.

a. Soil conditions
b. Ground water elevations
c. Site preparation recommendations
d. Structural foundation recommendations
e. Copies of boring logs, test results and location diagrams
f. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Items to be provided by the client include the right of entry to conduct the exploration and available information regarding the location of any subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

On the basis of the proposed scope of work, we estimate that the total cost will be **$9,830.00.** AGI is pleased to be of service to you. If any additional information or clarification is desired, please do not hesitate to contact us.

Sincerely,

APPLIED GEOSCIENCE, INC.

Adam M. Moghamis, P.E.
Principal Engineer

Kevin Gosiewski
Project Manager

Please sign below and return to us via email or fax to authorize work to proceed.

Signed *Date*

DIRECT COSTS

Drilling, Testing & Engineering
for
Proposed Site Bike Trial Improvements, Des Planie River, Lemont
AGI Proposal No. 22-459

Structure Borings — Date: October 27, 2022

DRILLING	**Unit**		**Unit Cost**			**Cost**
Mobilization of ATV Mounted Rig	1	LS	$ 1,000.00	LS	$	1,000.00
Drilling, 11 Structural Borings @ 10 feet	110	LF	$ 20.00	/LF	$	2,200.00
Pavement Coring	11	Cores	$ 200.00	/core	$	2,200.00
				Subtotal	$	5,400.00
ADDITIONAL ITEMS						
Patching Materials	11	ea.	$ 60.00	ea.	$	660.00
Field Engineer	10	hrs.	$ 75.00	/hr.	$	750.00
Boring Layout	2	hrs.	$ 75.00	/hr.	$	150.00
Utility Check	2	hrs.	$ 75.00	/hr.	$	150.00
				Subtotal	$	1,710.00
LABORATORY TESTING						
Moisture Content	44	ea.	$ 5.00	ea.	$	220.00
Visual Classification *	30	ea.	$ 2.00	ea.		NC
Calibrated Penetrometer *	30	ea.	$ 3.00	ea.		NC
Unconfined Compression (RIMAC)	0	ea.	$ 4.00	ea.	$	-
CCDD	0	test	$ 1,800.00	/test	$	-
Triaxial Test	0	tests	$ 1,100.00	ea.	$	-
Consolidation Test	0	tests	$ 850.00	ea.	$	-
Hydrometer	0	ea.	$ 150.00	ea.	$	-
				Subtotal	$	220.00
OFFICE ENGINEERING						
Data Coordination		Lump Sum			$	2,500.00
Data Analysis						
Boring Logs						
Geotechnical Consultation & Meeting with Designer						
Engineering Recommendation						
Final Reporting						
				Subtotal	$	2,500.00
				ESTIMATED TOTAL	**$**	**9,830.00**

* Tests are included in field engineer time.

Huff & Huff incorporated
A Subsidiary of GZA

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



November 4, 2022 via email: dlandeweer@terraengineering.com

Mr. David Landeweer, P.E.
Senior Project Engineer
TERRA Engineering, Ltd.
225 W. Ohio Street, 4th Floor
Chicago, Illinois 60654

Re: Environmental Services
Village of Lemont
Canal Bank Road Relocation
Cook County, Illinois
Proposal No. 81.P013120.23

Dear Mr. Landeweer:

Huff and Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (H&H) is pleased to submit this proposal to TERRA Engineering, Ltd. (Client) to provide environmental services for the Village of Lemont's proposed relocation of Canal Bank Road. This scope includes tasks for completing appropriate environmental services to be used for the study as identified within the Request for Proposal (RFP). This proposal presents our Project Understanding and Scope of Services. H&H understands the study will utilize local funding.

1. PROJECT UNDERSTANDING

The proposed study will assess the environmental conditions related to the proposed relocation of Canal Bank Road to provide space to extend Centennial Trail as a paved trail separated from Canal Bank Road. The project termini are from approximately Stephen Street extended, on the south to approximately one mile northeast along existing Canal Bank Road. The project will be utilizing Invest Funds through the Cook County Department of Transportation and Highways (CCDOTH).

- Access to all areas within the study limits to conduct field investigations will be provided by Client.
- Coordination with MWRD for access to land within the District.

2. SCOPE OF SERVICES

The following scope of services will be provided for the proposed relocation of Canal Bank Road to allow for the extension of Centennial Trail.

Task 1 – Wetland and Waterway Assessment

A. Off-Site Record/Document Review

H&H will review available mapping resources to determine the potential presence of wetlands and waterways/surface waters within the project study area. Soils information will be

reviewed to determine the soil types encountered during the delineation procedures. The sources to be reviewed and used include, but are not limited to the following:

- Current and historic aerial photographs;
- U.S. Geological Survey (USGS), Topographic Map;
- U.S. Fish and Wildlife Service (FWS), National Wetlands Inventory (NWI) Maps;
- Natural Resources Conservation Service (NRCS), Cook County Soil Survey;
- Hydric Soils of the United States;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM);
- USGS, Hydrologic Atlases.

B. On-Site Investigation

Once a desktop review of mapping resources has been completed, field reconnaissance will be completed by H&H staff wetland scientists to confirm or refute the presence of mapped wetland and waterway resources within the study area. This effort will include an assessment of hydric soils, hydrophytic vegetation, and persistent high water table within the study area, and will also include an assessment of the quality of the wetland and waterway resources within the study area.

H&H will complete the field assessment in accordance with:

- The January 13, 2021, edition of the U.S. Army Corps of Engineers (USACE) Chicago District Nationwide Permit Program (NWP);
- The January 6, 2017 edition of the USACE Chicago District NWP;
- The April 1, 2017, edition of the USACE Chicago District Regional Permit Program (RPP);
- The USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Midwest Regional Manual);
- The USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0), (Northcentral and Northeast Regional Manual); and
- The Metropolitan Water Reclamation District of Greater Chicago (MWRD) Watershed Management Ordinance (as amended May 7, 2020).

Task 2 - Wetland Report

Upon completion of the field assessments, a Wetland Report will be prepared summarizing the findings of the off-site record/document review and the on-site delineations. This report will be submitted to the Client as a PDF only. The Shapefiles of the boundaries of wetlands and waterways present within the study area will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map showing the location and boundaries of wetlands and waterways/surface waters within the study area;
- Aerial photography depicting the wetlands and waterways;
- Determination of high quality wetlands and waterways that should be considered for avoidance; and
- Written description of wetland functional classification.

Wetland mitigation design, plan preparation, monitoring, or management services are not included in this proposal. However, as part this task performed for the delineation, permits that may be required for future impacts to wetlands and waterways will be determined and mitigation options and recommendations will be provided.

The Natural Resources Conservation Service (NRCS) no longer conducts farmed wetland determinations for areas of agricultural conversion. Completing a Farmed Wetland Determination (FWD) is not included in this scope of services as there is no agricultural land within the project limits.

Task 3 – Threatened and Endangered Species/Cultural Review

H&H will conduct a project assessment to determine if impacts to federally listed species have the potential to occur. To conduct this review, H&H will conduct the FWS Section 7 Consultation on the FWS Information for Planning and Consultation (IPaC) website to obtain an official federal threatened and endangered species list for the project study area and will document all findings. As part of this, critical habitats for federally listed species will be identified.

H&H will submit the project for review through the Illinois Department of Natural Resources (IDNR) online Ecological Compliance Assessment Tool (EcoCAT) for planning purposes only, requesting information on Illinois State threatened or endangered species and critical habitats within the study area. This task includes fees associated with the submittal through EcoCAT ($125 for local government projects, plus taxes).

According to current FWS data, the study area is within a designated "High Potential Zone" for the federally endangered rusty patched bumble bee (*Bombus affinis*). This scope does not include surveys for threatened or endangered species or other rare species, as these typically require significant efforts in site investigations, such as trapping, overnight observations, multiple days of surveys for listed plants, stream investigations for fish and mussels, and habitat surveys. If the FWS or IDNR require additional surveys for listed species, a supplement would be submitted to conduct those surveys. In addition, since the proposed upgrading of the federal status of the northern long eared bat from threatened to endangered, bridges and some culverts are to be inspected to determine whether those structures may harbor bats during the summer roosting season. H&H will inspect any bridges or culverts over four feet in size to assess the potential habitat conditions during the delineation.

Task 4 – Historic and Cultural Resources Review

H&H will prepare the materials for the Illinois and Indiana State Historic Preservation Office (SHPO) review of the feasibility study area for planning purposes. H&H will complete a preliminary assessment to determine potential cultural and historic impacts using the Illinois Historic and Architectural Resources Geographic Information System (HARGIS) database. If the database cannot be accessed, H&H will coordinate with the Illinois SHPO to obtain this information for the project study area. This information will be used for internal planning purposes only. A photo log of all structures potentially affected will be prepared during the proposed fieldwork.

If it is determined by SHPO that a Phase 1 assessment is required for archeological resources, then H&H will work with the Client to obtain the services of a qualified archeologist to perform the study.

Task 5 – <u>Preliminary Environmental Site Assessment (PESA)</u>

A PESA will be completed for the local roads portions of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

a) The project location and description.
b) Historical uses of corridor.

c) The area geology and hydrology.
d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
e) An analysis of the site inspection.
f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 6 – Quality Assurance/Quality Control (QA/QC)

Time under this task includes QA/QC time for the reports and submittals materials as described above.

Task 7 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, report production, and other in-house management activities. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks therein.

1. LEVEL OF EFFORT AND SCHEDULE

The cost estimate for this scope of work is presented in the attached Cost Estimate of Consultant Services (CECS). Costs will be invoiced as a cost-plus fixed fee. The wetland delineation work will be completed during the 2022 growing season, approximately between April 11 and October 25, and anticipated completion of the Wetland Delineation Report within four weeks of completion of the field work. If an expedited schedule is necessary, H&H/GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H/GZA's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H/GZA. H&H/GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

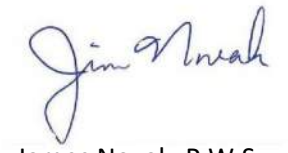
H&H is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, H&H/GZA will notify Client of that Force Majeure event.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H/GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc./GZA, Inc.



James Novak, P.W.S.
Associate Principal
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2022 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care; Warranties.

a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.

b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.

c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**

d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

3. Payment.

a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.

b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.

b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:

(i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

(ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry; Site Restoration. You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

(i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or

(ii) that are not correctly marked by the appropriate utility.

7. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. Hazardous Materials; GZA "Not a Generator." Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.

a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.

c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services;

(b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

18. Limitation of Remedies.

a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to $50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.

b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.

c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.

d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.

e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.

f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

19. Disputes.

a. All disputes between you and GZA shall be subject to non-binding mediation.

b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.

c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.

d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

a. Illinois law shall govern this Agreement.

b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.

c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.

d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.

e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.

f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.

g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.

h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.

i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.

j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Prime Consultant (Firm) Name	Prepared By	Date
Terra Engineering	J. Novak	11/3/2022

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**24**	**MONTHS**	**OVERHEAD RATE**	**190.00%**
START DATE	**12/1/2022**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**3/1/2023**		**% OF RAISE**	**2.00%**
END DATE	11/30/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2022	3/1/2023	3	12.50%
1	3/2/2023	3/1/2024	12	51.00%
2	3/2/2024	12/1/2024	9	39.02%

The total escalation = 2.52%

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**2.52%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Associate Principal III	$76.69	$78.00
Associate Principal II	$69.75	$71.50
Associate Principal I	$63.91	$65.52
Seniort Consultant II	$77.36	$78.00
Senior Consultant I	$43.81	$44.91
Senior Project Manager III	$66.11	$67.77
Senior Project Manager II	$53.81	$55.16
Senior Project Manager I	$50.82	$52.10
Senior Landscape Architect	$57.23	$58.67
Senior Planning PM	$53.97	$55.33
Senior Technical Specialist I	$50.61	$51.88
Senior Scientist PM II	$53.71	$55.06
Senior Technical Scientist	$51.13	$52.42
Scientist PM II	$48.38	$49.60
Scientist PM I	$42.00	$43.06
Assistant PM Scientist	$35.09	$35.97
Environmental Engineer PM I	$46.21	$47.37
Geotechnical Engineer PM I	$43.14	$44.22
Architect PM	$48.56	$49.78
Assistant PM Engineert I	$42.02	$43.08
Engineer II	$29.21	$29.94
Engineer I	$32.16	$32.97
Scientist E1	$29.75	$30.50
Technical Graphics Technician	$25.15	$25.78
Administrative Manager	$46.64	$47.81
Senior Administrative Assistant	$32.81	$33.64
Lead Word Processor	$40.46	$41.48

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
Village of Lemont	Cook	

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	84	$0.63	$52.50
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Database Package	Actual Cost	1	$475.00	$475.00
Field Kit Expendible Materials	Daily Rate			$0.00
PID	Daily Rate			$0.00
GPS to locate borings	Daily Rate			$0.00
			TOTAL DIRECT COSTS:	**$527.50**

Local Public Agency
Village of Lemont

County
Cook

Section Number

Consultant / Subconsultant Name
Huff & Huff, Inc., a subsidiary of GZA

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 190.00%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Wetland Delineation	11	386	732	$527.50	127		1,773	10.56%
Wetland Report	33	1,176	2,234		388		3,798	22.62%
Threatened & Endangered Species	7	271	515		89		875	5.21%
Cultural/Historic Coordination	5	293	556		97		946	5.63%
PESA	50	2,046	3,887		675		6,608	39.36%
QA/QC	8	491	932		162		1,585	9.44%
Project Admin	8	373	708		123		1,204	7.17%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	122	5,036	9,564	528	1,661	-	16,789	100.00%

14,600

Local Public Agency
Village of Lemont

County
Cook

Section Number

Consultant / Subconsultant Name
Huff & Huff, Inc., a subsidiary of GZA

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Wetland Delineation			Wetland Report			Threatened & Endangered Species			Cultural/Historic Coordination			PESA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal III	78.00	0.0																	
Associate Principal II	71.50	6.0	4.92%	3.52										1	20.00%	14.30	2	4.00%	2.86
Associate Principal I	65.52	4.0	3.28%	2.15													2	4.00%	2.62
Seniort Consultant II	78.00	0.0																	
Senior Consultant I	44.91	0.0																	
Senior Project Manager III	67.77	0.0																	
Senior Project Manager II	55.16	0.0																	
Senior Project Manager I	52.10	0.0																	
Senior Landscape Architect	58.67	0.0																	
Senior Planning PM	55.33	8.0	6.56%	3.63										4	80.00%	44.26	1	2.00%	1.11
Senior Technical Specialist I	51.88	2.0	1.64%	0.85													2	4.00%	2.08
Senior Scientist PM II	55.06	5.0	4.10%	2.26				2	6.06%	3.34	1	14.29%	7.87						
Senior Technical Scientist	52.42	0.0																	
Scientist PM II	49.60	0.0																	
Scientist PM I	43.06	26.0	21.31%	9.18													22	44.00%	18.94
Assistant PM Scientist	35.97	41.0	33.61%	12.09	10	90.91%	32.70	24	72.73%	26.16	6	85.71%	30.83						
Environmental Engineer PM I	47.37	0.0																	
Geotechnical Engineer PM I	44.22	0.0																	
Architect PM	49.78	0.0																	
Assistant PM Engineert I	43.08	0.0																	
Engineer II	29.94	0.0																	
Engineer I	32.97	12.0	9.84%	3.24													12	24.00%	7.91
Scientist E1	30.50	0.0																	
Technical Graphics Technician	25.78	13.0	10.66%	2.75	1	9.09%	2.34	6	18.18%	4.69							6	12.00%	3.09
Administrative Manager	47.81	2.0	1.64%	0.78				1	3.03%	1.45							1	2.00%	0.96
Senior Administrative Assistant	33.64	3.0	2.46%	0.83													2	4.00%	1.35
Lead Word Processor	41.48	0.0																	
TOTALS		122.0	100%	$41.27	11.0	100.00%	$35.05	33.0	100%	$35.64	7.0	100%	$38.70	5.0	100%	$58.56	50.0	100%	$40.92

Local Public Agency
Village of Lemont

County
Cook

Section Number

Consultant / Subconsultant Name
Huff & Huff, Inc., a subsidiary of GZA

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Project Admin														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal III	78.00																		
Associate Principal II	71.50	3	37.50%	26.81															
Associate Principal I	65.52				2	25.00%	16.38												
Seniort Consultant II	78.00																		
Senior Consultant I	44.91																		
Senior Project Manager III	67.77																		
Senior Project Manager II	55.16																		
Senior Project Manager I	52.10																		
Senior Landscape Architect	58.67																		
Senior Planning PM	55.33	3	37.50%	20.75															
Senior Technical Specialist I	51.88																		
Senior Scientist PM II	55.06	2	25.00%	13.77															
Senior Technical Scientist	52.42																		
Scientist PM II	49.60																		
Scientist PM I	43.06				4	50.00%	21.53												
Assistant PM Scientist	35.97				1	12.50%	4.50												
Environmental Engineer PM I	47.37																		
Geotechnical Engineer PM I	44.22																		
Architect PM	49.78																		
Assistant PM Engineert I	43.08																		
Engineer II	29.94																		
Engineer I	32.97																		
Scientist E1	30.50																		
Technical Graphics Technician	25.78																		
Administrative Manager	47.81																		
Senior Administrative Assistant	33.64				1	12.50%	4.20												
Lead Word Processor	41.48																		
TOTALS		8.0	100%	$61.33	8.0	100%	$46.61	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving 3 Final Plats of Subdivision for Gleneagles Unit 2A, Unit 2B and Unit 3
DATE: November 14, 2022

SUMMARY/BACKGROUND
The Applicant, Pulte Home Company, LLC, is requesting Final Plat approval for Unit 2A, Unit 2B and Unit 3 of the 409-unit mixed detached single-family and attached single-family for the redevelopment of the Gleneagles Country Club. The Annexation, rezoning to R-5A and Preliminary PUD and Plat Ordinance for Gleneagles was approved via O-24-22 on May 9, 2022. The Final PUD and Phase 1A Final Plat was approved on September 12, 2022. The attached 3 plats are the last of the phased plats completing the development.

ANALYSIS
Planning & Zoning Commission (PZC)
The PZC reviewed the final plats according to the UDO at the regular meeting held on November 2, 2022. They voted (7-0) to recommend approval of the Final Plats for Gleneagles Unit 2A, 2B and 3 to the Village Board with a condition that has been incorporated into the documents.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the resolution.

BOARD ACTION REQUESTED
A motion to approve the resolution.

ATTACHMENTS
A Resolution Approving the Final Plats of Subdivision for Gleneagles Unit 2A, 2B and 3

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING 3 FINAL PLATS OF SUBDIVISION FOR GLENEAGLES UNIT 2A, UNIT 2B AND UNIT 3

(Gleneagles Final Plats)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 14th DAY OF NOVEMBER, 2022

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of November, 2022

RESOLUTION NO. _____

A RESOLUTION APPROVING 3 FINAL PLATS OF SUBDIVISION FOR GLENEAGLES UNIT 2A, UNIT 2B AND UNIT 3

(Gleneagles Final Plats)

WHEREAS, Pulte Home Company, LLC, represented by Matt Brolley (hereinafter referred to as the "Petitioner"), is the owner of the property covering approximately 193-acres located at 13070 and 13570 McCarthy Road (PINS# 22-26-301-002-0000, 22-26-301-003-0000, 22-26-400-001-0000, 22-26-300-006-0000 and 22-26-302-001-0000), legally described and depicted in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Petitioner submitted the Final Plat of Subdivision of Gleneagles Unit 2A with a revision date of 11/8/2022 by V3, Ltd., Final Plat of Subdivision of Gleneagles Unit 2B with a revision date of 11/8/2022 by V3, Ltd and a Final Plat of Subdivision of Gleneagles Unit 3 with a revision date of 11/8/2022 by V3, Ltd (hereinafter referred to as "Final Plats of Subdivision") for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Petitioner has filed an application with the Village of Lemont on May 25, 2022 for Final Planned Unit Development (PUD)/Plat of Subdivision for the 409-unit subdivision, and the Final Plat for Phase 1A of the development was approved as R-57-22 on 9/12/2022; and

WHEREAS, the 3 final plats associated with this resolution are the final phased plats completing the development; and

WHEREAS, on May 9, 2022, the Village Board approved the Gleneagles Preliminary Plat and PUD as O-24-22 after the preliminary application, plans and PUD were reviewed in accordance with the Lemont Unified Development Ordinance of 2008 (Chapter 17 of the Lemont, Illinois Municipal Code) (hereinafter referred to as "UDO"); and

WHEREAS, the Planning & Zoning Commission (PZC) discussed the remaining final plats for Gleneagles at the PZC meeting on November 2, 2022, finding the documents to be in substantial compliance with the UDO, Preliminary Plat and PUD for Gleneagles; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (7-0) at this meeting to recommend approval of the Final Plat of Gleneagles 2A, 2B and 3; and

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

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

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

SECTION ONE: The President and Board of Trustees hereby finds and determines

that the facts set forth in the preamble hereto are true and correct and hereby adopts same as part of this Resolution.

SECTION TWO: The Final Plat of Subdivision of Gleneagles Unit 2A, drafted by V3, Ltd. dated 11/8/2022, be and is hereby approved in substantially the form attached hereto as Exhibit A; and the Final Plat of Subdivision of Gleneagles Unit 2B, drafted by V3, Ltd. dated 11/8/2022, be and is hereby approved in substantially the form attached hereto as Exhibit B; and the Final Plat of Subdivision of Gleneagles Unit 3, drafted by V3, Ltd. dated 11/8/2022, is hereby approved in substantially the form attached hereto as Exhibit C.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14th DAY OF NOVEMBER, 2022.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE, Village President

Attest:

_____

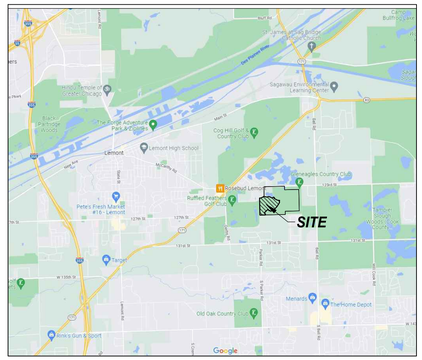
CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Final Plat of Subdivision of Gleneagles Unit 2A

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2A

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS

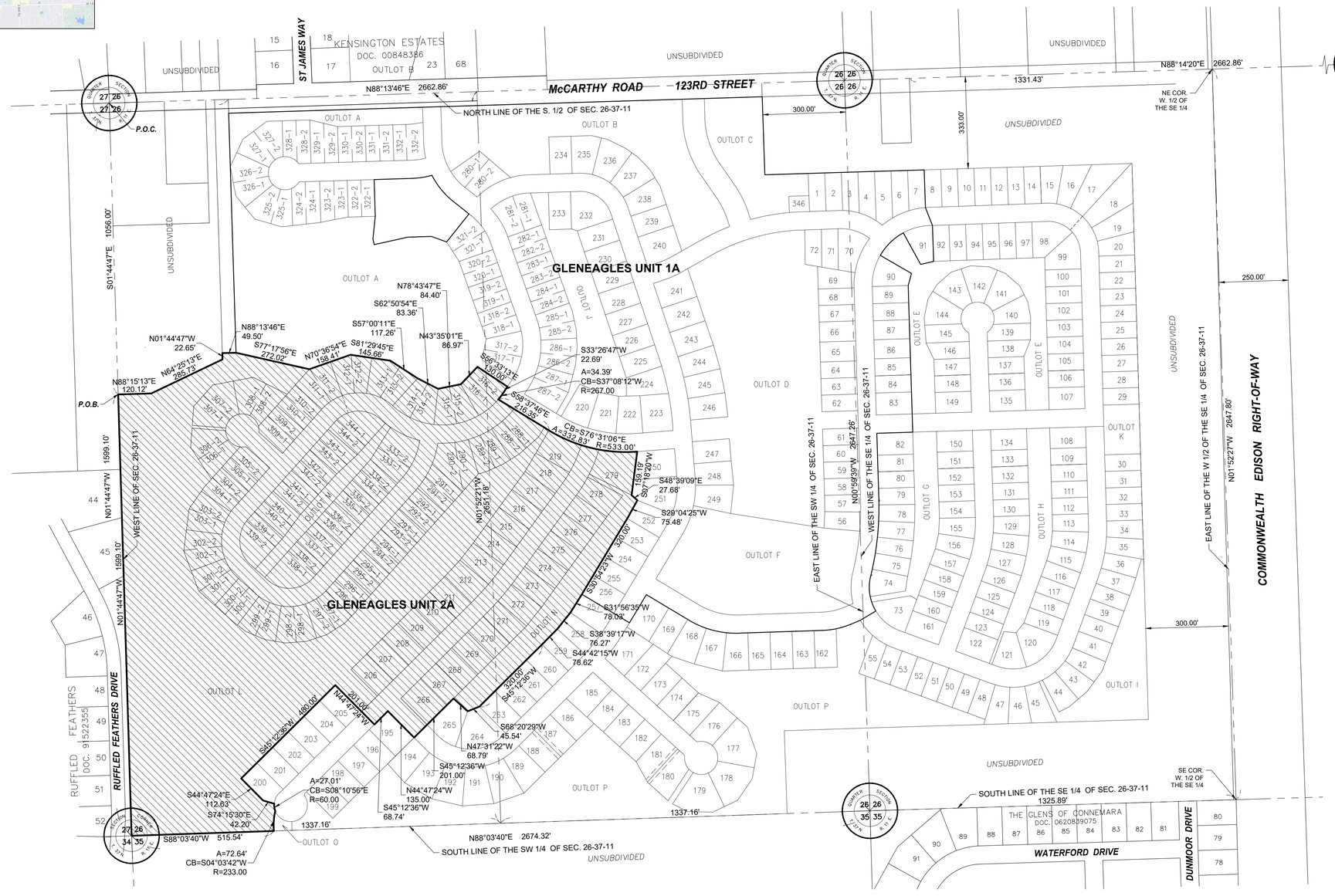
THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

200 0 100 200 400 800

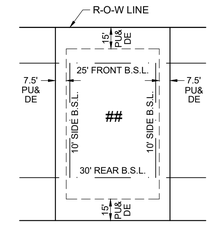
1" = 200'



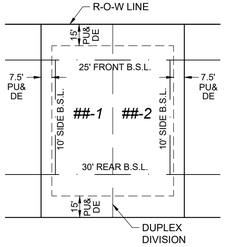
LEGEND

3 2 10 11	SECTION CORNER
	SUBDIVISION BOUNDARY LINE
	UNIT 2A
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED DUPLEX UNIT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE
	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL
(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



TYPICAL LOT DETAIL
(DUPLEX)
TYPICAL UNLESS SHOWN OTHERWISE



AREA TABLE

	SQ.FT.	ACRES
SINGLE FAMILY LOTS	319,961	7.3453
DUPLEX LOTS	639,010	14.6697
OUTLOTS	980,855	22.5173
R-O-W HEREBY DEDICATED	270,357	6.2065
TOTAL	2,210,183	50.7388

OWNER / DEVELOPER

Pulte Home Corporation - 1008
1900 E Golf Rd - Suite 300
Schaumburg, IL 60173
847-230-5400

ENGINEER/SURVEYOR

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

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

Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 2A, LEMONT, ILLINOIS

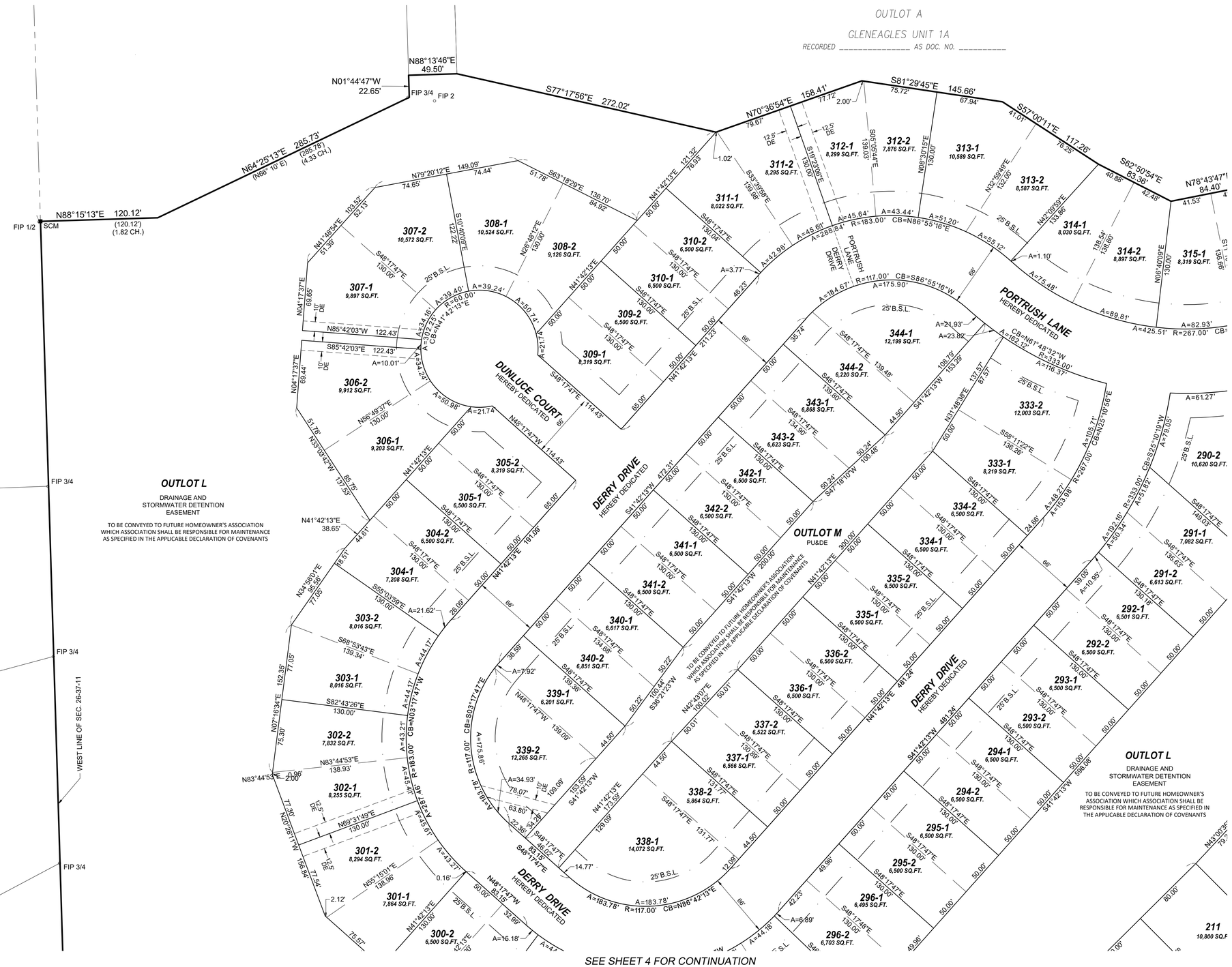
Project No: 210156
Group No: VP04.5

DRAFTING COMPLETED: 06-03-22 | DRAWN BY: MLP | PROJECT MANAGER: AJS
FIELD WORK COMPLETED: N/A | CHECKED BY: AJS | SCALE: 1" = 200'

SHEET NO. 1 of 6

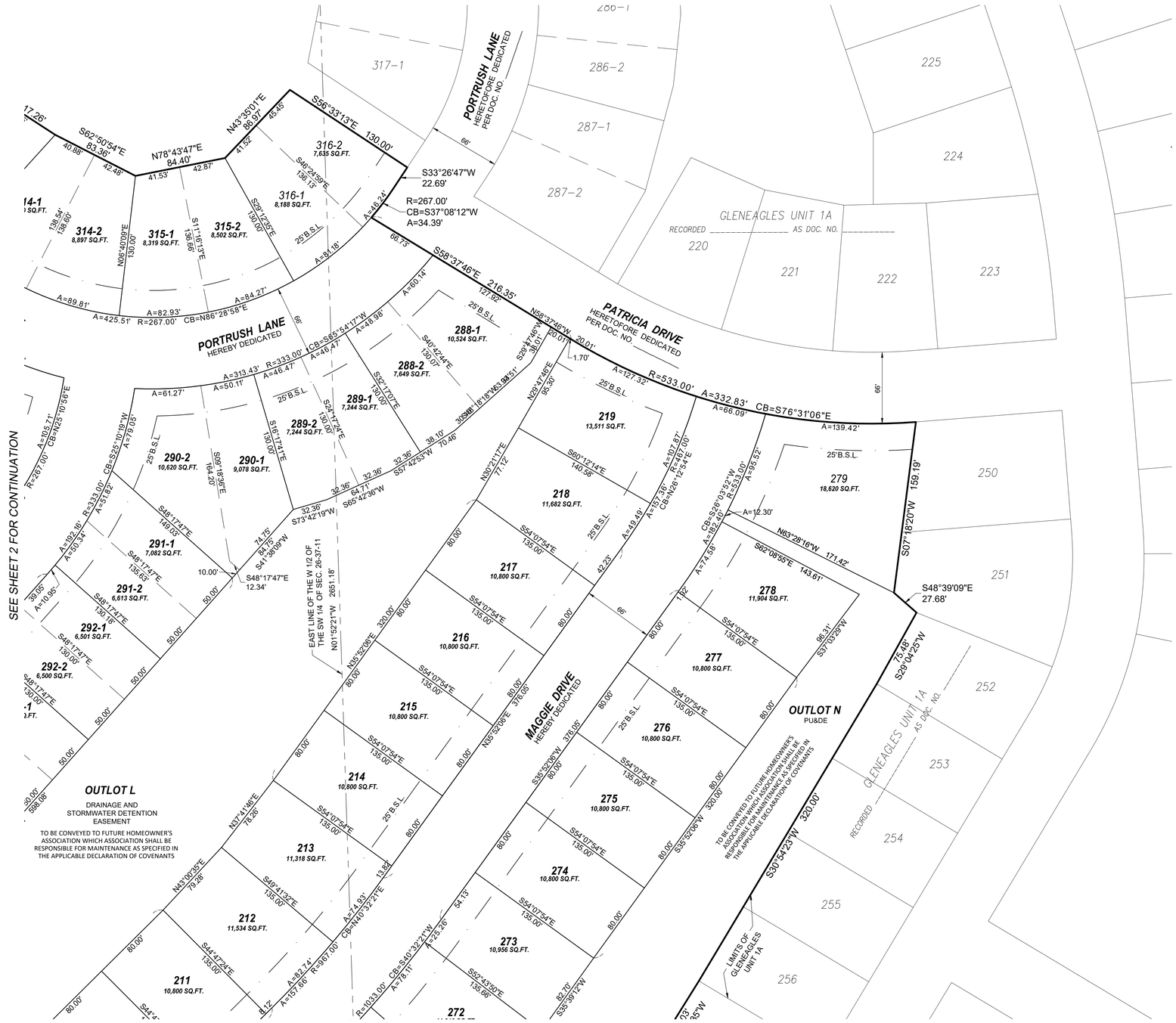
FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2A

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.


OUTLOT A
GLENEAGLES UNIT 1A
RECORDED _____ AS DOC. NO. _____
N88°13'46"E 49.50'
N01°44'47"W 22.65'
FIP 3/4
FIP 2
S77°17'56"E 272.02'
N64°25'13"E 285.73'
(N66° 10' E)
(285.78')
(4.33 CH.)
FIP 1/2
SCM
N88°15'13"E 120.12'
(120.12')
(1.82 CH.)
N70°36'54"E 158.41'
79.67'
11.72'
2.00'
S81°29'45"E 145.66'
75.72'
67.94'
S57°00'11"E 117.26'
41.01'
76.25'
S62°50'54"E 83.36'
40.88'
42.48'
N78°43'47"E 84.40'
41.53'
12.5' DE
S05°05'44"E 139.03'
S19°23'09"E 130.00'
S03°39'58"E 139.98'
N41°42'13"E 121.32'
76.93'
1.02'
50.00'
311-1 8,022 SQ.FT.
311-2 8,295 SQ.FT.
312-1 8,299 SQ.FT.
312-2 7,876 SQ.FT.
313-1 10,589 SQ.FT.
313-2 8,587 SQ.FT.
314-1 8,030 SQ.FT.
314-2 8,897 SQ.FT.
315-1 8,319 SQ.FT.
N08°30'15"E 130.00'
N32°59'49"E 132.00'
N42°09'09"E 133.98'
N06°40'09"E 130.00'
136.58'
138.80'
136.66'
A=45.64'
A=43.44'
A=51.20'
A=55.12'
A=1.10'
A=75.48'
A=89.81'
A=82.93'
R=183.00'
CB=N86°55'16"E
R=267.00'
25' B.S.L.
PORTRUSH LANE
DERRY DRIVE
A=45.64'
A=288.84'
A=42.96'
A=3.77'
46.23'
211.23'
S48°17'47"E 130.04'
S48°17'47"E 130.00'
310-1 6,500 SQ.FT.
310-2 6,500 SQ.FT.
309-1 8,319 SQ.FT.
309-2 6,500 SQ.FT.
308-1 10,524 SQ.FT.
308-2 9,126 SQ.FT.
307-1 9,897 SQ.FT.
307-2 10,572 SQ.FT.
N79°20'12"E 149.09'
74.65'
74.44'
51.78'
S83°18'29"E 136.70'
84.92'
N41°48'54"E 103.53'
52.13'
51.39'
S10°40'09"E 122.22'
N26°48'12"E 130.00'
S48°17'47"E 130.00'
N41°42'13"E 50.00'
N04°17'37"E 69.65'
10' DE
N85°42'03"W 122.43'
S85°42'03"E 122.43'
A=10.01'
A=39.40'
A=39.24'
A=50.74'
A=21.74'
A=3.16'
A=3.24'
A=50.98'
R=560.00'
CB=N41°42'13"E
N04°17'37"E 69.44'
306-2 9,912 SQ.FT.
306-1 9,203 SQ.FT.
305-2 8,319 SQ.FT.
305-1 6,500 SQ.FT.
304-2 6,500 SQ.FT.
304-1 7,208 SQ.FT.
303-2 8,016 SQ.FT.
303-1 8,016 SQ.FT.
302-2 7,832 SQ.FT.
302-1 8,255 SQ.FT.
301-2 8,294 SQ.FT.
301-1 7,864 SQ.FT.
300-2 6,500 SQ.FT.
N56°49'37"E 130.00'
N41°42'13"E 50.00'
S48°17'47"E 130.00'
N41°42'13"E 38.65'
44.61'
18.51'
N34°56'01"E 35.96'
77.05'
S55°10'59"E 130.00'
A=21.62'
26.09'
S68°53'43"E 139.34'
S82°43'26"E 130.00'
N07°16'34"E 152.38'
75.30'
N83°44'53"E 138.93'
N83°44'53"E 2.00'
A=44.17'
A=43.21'
A=44.17'
R=183.00'
CB=N03°17'47"W
N51°26'18"W 156.94'
77.54'
N20°28'11"W 77.39'
12.5' DE
N69°31'49"E 130.00'
A=45.61'
A=43.27'
0.16'
2.12'
N55°15'01"E 136.96'
75.57'
N48°17'47"W 83.19'
32.99'
A=16.18'
A=4
DUNLUCE COURT
HEREBY DEDICATED
66'
N48°17'47"W 114.43'
S48°17'47"E 114.43'
65.00'
DERRY DRIVE
HEREBY DEDICATED
S41°42'13"W 472.31'
N41°42'13"E 191.09'
S41°42'13"W 200.00'
N41°42'13"E 481.24'
OUTLOT M
PU&DE
TO BE CONVEYED TO FUTURE HOMEOWNER'S ASSOCIATION WHICH ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AS SPECIFIED IN THE APPLICABLE DECLARATION OF COVENANTS
341-2 6,500 SQ.FT.
341-1 6,500 SQ.FT.
340-2 6,851 SQ.FT.
340-1 6,617 SQ.FT.
339-2 12,265 SQ.FT.
339-1 6,201 SQ.FT.
338-2 5,864 SQ.FT.
338-1 14,072 SQ.FT.
342-2 6,500 SQ.FT.
342-1 6,500 SQ.FT.
343-2 6,623 SQ.FT.
343-1 6,868 SQ.FT.
344-2 6,220 SQ.FT.
344-1 12,199 SQ.FT.
337-2 6,522 SQ.FT.
337-1 6,566 SQ.FT.
336-2 6,500 SQ.FT.
336-1 6,500 SQ.FT.
335-2 6,500 SQ.FT.
335-1 6,500 SQ.FT.
334-2 6,500 SQ.FT.
334-1 6,500 SQ.FT.
333-2 12,003 SQ.FT.
333-1 8,219 SQ.FT.
S48°17'47"E 130.00'
S48°17'47"E 134.90'
S48°17'47"E 134.68'
S48°17'47"E 146.30'
N48°17'47"W 139.09'
S48°17'47"E 131.71'
S48°17'47"E 131.77'
S48°17'47"E 139.48'
S48°17'47"E 108.79'
S48°17'47"E 155.29'
S41°42'13"W 44.50'
S41°42'13"W 44.50'
S41°42'13"W 155.59'
N41°42'13"E 175.59'
S41°42'13"W 137.57'
67.67'
N51°48'28"E 49.96'
S56°11'22"E 136.26'
A=105.71'
A=48.27'
A=153.98'
R=267.00'
CB=N45°10'56"E
A=34.93'
78.07'
109.09'
63.80'
34.26'
22.36'
46.02'
83.15'
14.77'
A=183.78'
R=117.00'
CB=N86°42'13"E
A=184.67'
A=175.90'
R=117.00'
CB=S86°55'16"W
A=24.93'
A=23.82'
A=116.37'
R=333.00'
CB=N61°48'32"W
A=61.27'
A=79.05'
R=333.00'
CB=S25°10'19"W
A=102.16'
A=50.34'
A=10.95'
A=51.82'
A=6.89'
A=44.18'
42.23'
49.96'
S48°17'48"E 130.00'
S48°17'47"E 149.03'
S48°17'47"E 135.64'
S48°17'47"E 130.00'
S48°17'47"E 130.00'
S48°17'47"E 130.00

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2A

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

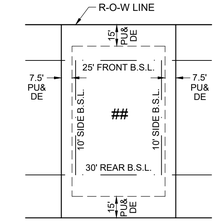
50 0 25 50 100 200

1" = 50'

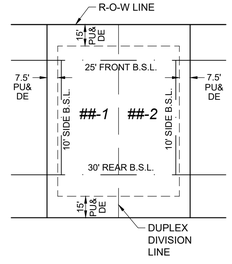
LEGEND

	SUBDIVISION BOUNDARY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED DUPLEX UNIT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE
	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL
(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



TYPICAL LOT DETAIL
(DUPLEX)
TYPICAL UNLESS SHOWN OTHERWISE



Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 2A, LEMONT, ILLINOIS

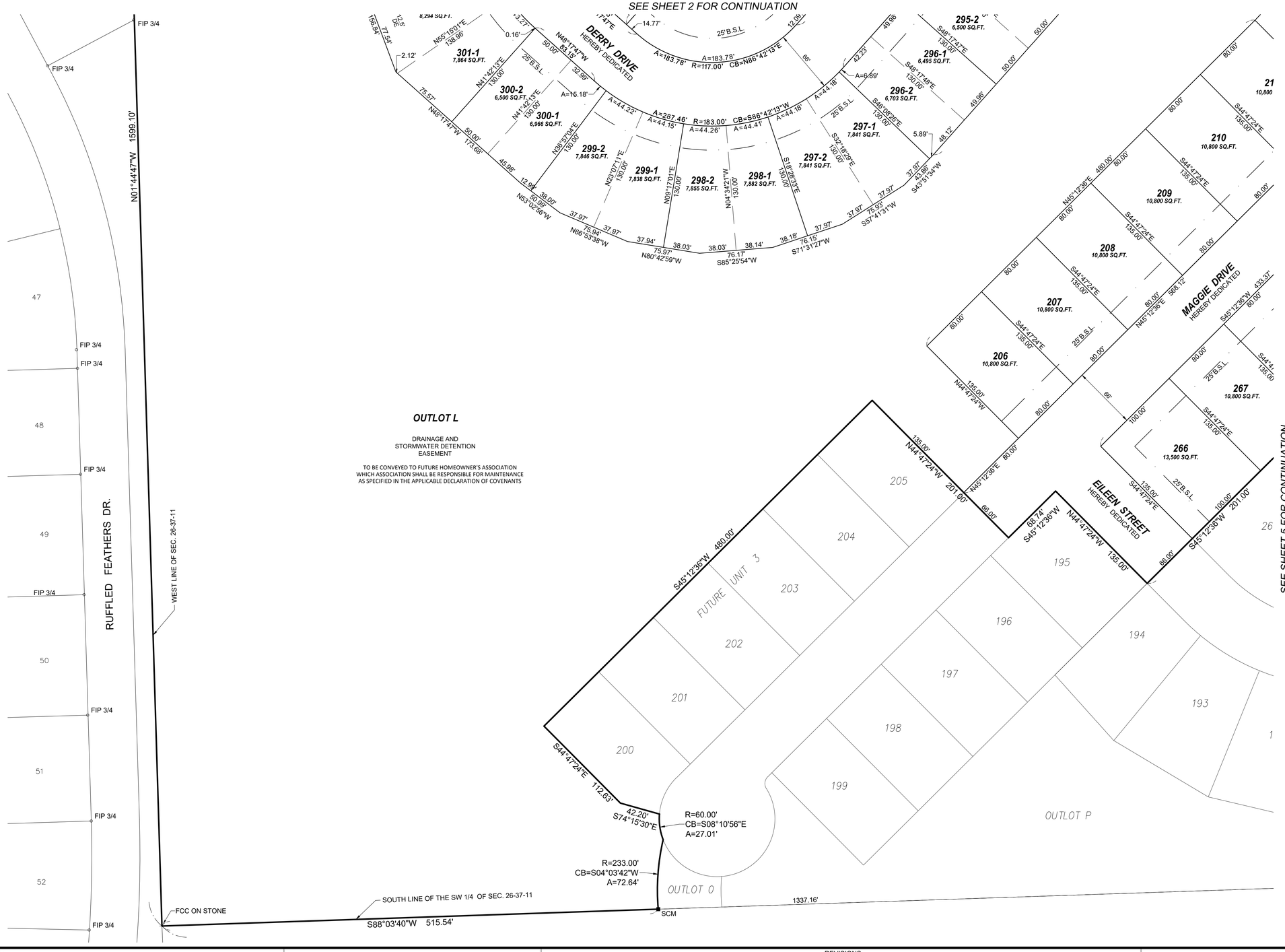
DRAFTING COMPLETED: 06-03-22
FIELD WORK COMPLETED: N/A
DRAWN BY: MLP
CHECKED BY: AJS
PROJECT MANAGER: AJS
SCALE: 1" = 50'

Project No: 210156
Group No: VP04.5
SHEET NO. 3 of 6

FINAL PLAT OF SUBDIVISION OF GLENEAGLES UNIT 2A

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE SHEET 2 FOR CONTINUATION



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

50 0 25 50 100 200

1" = 50'

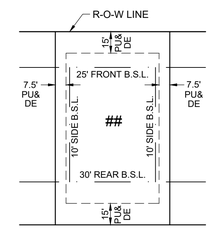
LEGEND

———	SUBDIVISION BOUNDARY LINE
———	EXISTING LOT LINE
———	PROPOSED LOT LINE
——— ———	PROPOSED DUPLEX UNIT LINE
- - - - - -	EXISTING EASEMENT LINE
- - - - - -	PROPOSED EASEMENT LINE
— · — · —	BUILDING SETBACK LINE
—— - - ——	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL

(SINGLE FAMILY)

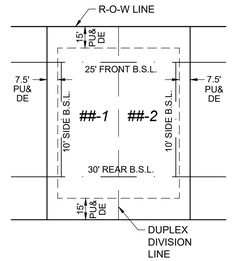
TYPICAL UNLESS SHOWN OTHERWISE



TYPICAL LOT DETAIL

(DUPLEX)

TYPICAL UNLESS SHOWN OTHERWISE



Engineers
Scientists
Surveyors

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

PREPARED FOR:

PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

GLENEAGLES UNIT 2A, LEMONT, ILLINOIS

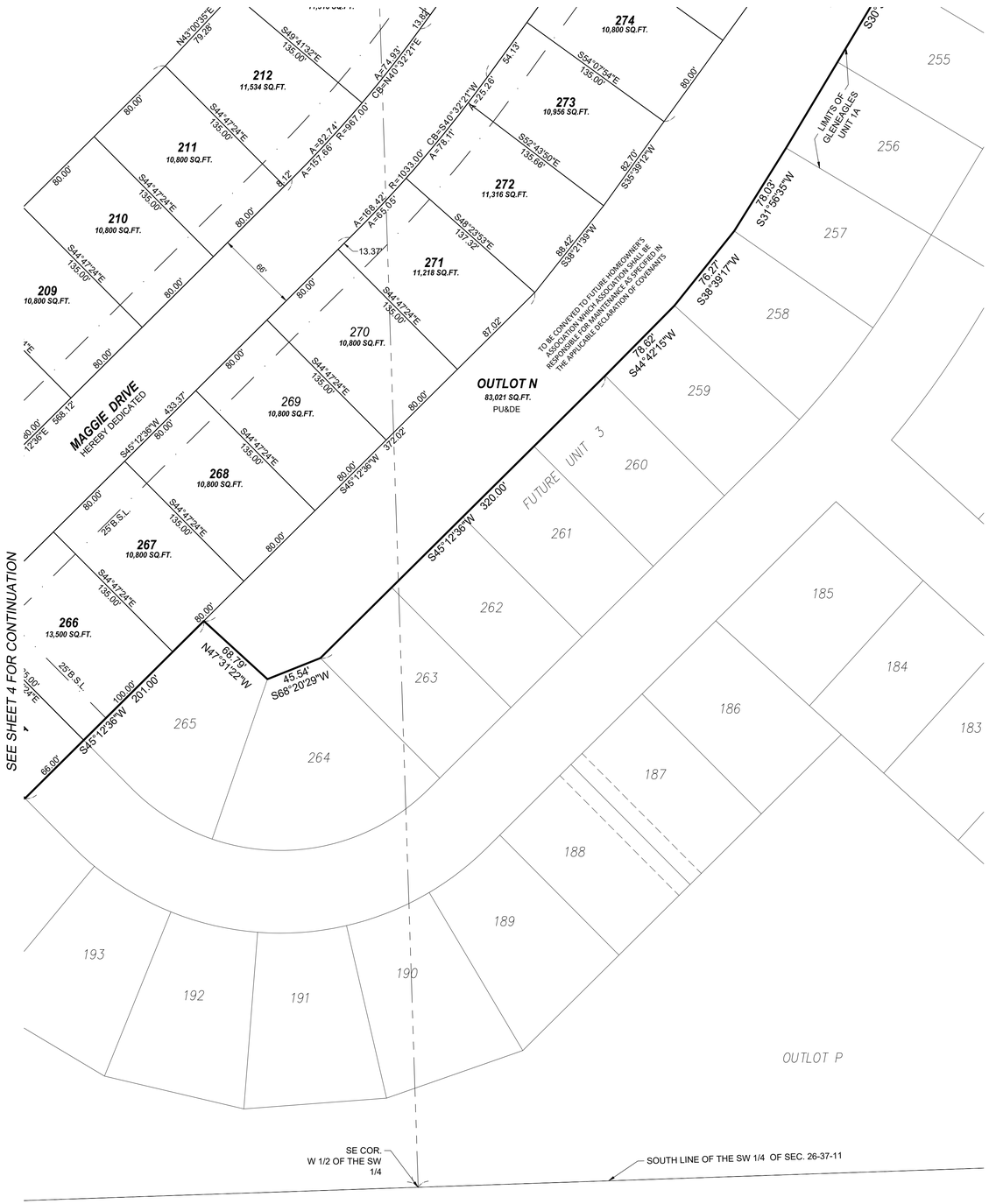
DRAFTING COMPLETED: 06-03-22	DRAWN BY: MLP	PROJECT MANAGER: AJS	
FIELD WORK COMPLETED: N/A	CHECKED BY: AJS	SCALE: 1" = 50'	

Project No: 210156
Group No: VP04.5
SHEET NO. 4 of 6

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2A

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE SHEET 3 FOR CONTINUATION



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

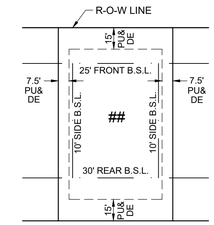
50 0 25 50 100 200

1" = 50'

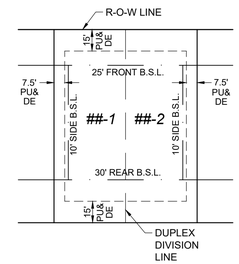
LEGEND

———	SUBDIVISION BOUNDARY LINE
———	EXISTING LOT LINE
———	PROPOSED LOT LINE
——— ———	PROPOSED DUPLEX UNIT LINE
- - - - - -	EXISTING EASEMENT LINE
- - - - - -	PROPOSED EASEMENT LINE
— · — · —	BUILDING SETBACK LINE
—— - - ——	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL
(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



TYPICAL LOT DETAIL
(DUPLEX)
TYPICAL UNLESS SHOWN OTHERWISE



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PREPARED FOR:
PULTE HOME CORPORATION - 1008
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847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 2A, LEMONT, ILLINOIS

DRAFTING COMPLETED:	06-03-22	DRAWN BY:	MLP	PROJECT MANAGER:	AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY:	AJS	SCALE:	1" = 50'

Project No: 210156
Group No: VP04.5
SHEET NO. 5 of 6

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2A

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-26-300-006
22-26-301-002
22-26-301-003
22-26-302-001

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

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

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

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

_____
OWNER ADDRESS

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE UNDERSIGNED AS OWNERS OF THE PROPERTY WHICH WILL BE KNOWN AS GLENEAGLES UNIT 2A IS LOCATED WITH THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: _____

HIGH SCHOOL DISTRICT: _____

JUNIOR COLLEGE DISTRICT: _____

IN _____ COUNTY, ILLINOIS.

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

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

SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20___.

_____ _____
IL REGISTERED PROFESSIONAL ENGINEER OWNER

_____ BY: _____
STATE REGISTRATION NUMBER

_____ ITS: _____
REGISTRATION EXPIRATION DATE

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20___.

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

_____
VILLAGE TREASURER

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

_____
COUNTY CLERK

Public Utility and Drainage Easement Provisions

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU&DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, window wells may be located in the PUDE on side yards 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.

COMED COMPANY AND AT&T CORPORATION

A non-exclusive easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes.
No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within the "Public Utility and Drainage Easement" or "PU&DE" without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

NICOR CORPORATION/NICOR GAS COMPANY

A non-exclusive easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys as required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with gas supply services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU&DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

COMCAST COMMUNICATIONS

A non-exclusive easement is hereby reserved for 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 cable communication and broadcast signal systems in, under! Across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys as required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU&DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

Drainage and Stormwater Detention Easement

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

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

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

PERMISSION TO RECORD

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

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

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

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

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

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, ANTHONY J. STRICKLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 01 DEGREES 44 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1056.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 15 MINUTES 13 SECONDS EAST, 120.12 FEET; THENCE NORTH 64 DEGREES 25 MINUTES 13 SECONDS EAST, 285.73 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 47 SECONDS WEST, 22.65 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 46 SECONDS EAST, 49.50 FEET TO THE WESTERLY MOST SOUTHWEST CORNER OF GLENEAGLES UNIT 1A SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT NO._____; THENCE THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID UNIT 1A SUBDIVISION; 1) SOUTH 77 DEGREES 17 MINUTES 56 SECONDS EAST, 272.02 FEET; 2) NORTH 70 DEGREES 36 MINUTES 54 SECONDS EAST, 158.41 FEET; 3) SOUTH 81 DEGREES 29 MINUTES 45 SECONDS EAST, 145.66 FEET; 4) SOUTH 57 DEGREES 00 MINUTES 11 SECONDS EAST, 117.26 FEET; 5) SOUTH 62 DEGREES 50 MINUTES 54 SECONDS EAST, 83.36 FEET; 6) NORTH 78 DEGREES 43 MINUTES 47 SECONDS EAST, 84.40 FEET; 7) NORTH 43 DEGREES 35 MINUTES 01 SECONDS EAST, 86.97 FEET; 8) SOUTH 56 DEGREES 33 MINUTES 13 SECONDS EAST, 130.00 FEET; 9) SOUTH 33 DEGREES 26 MINUTES 47 SECONDS WEST, 22.69 FEET TO A POINT OF CURVATURE; 10) ALONG AN ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 267.00 FEET, HAVING A CHORD BEARING OF SOUTH 37 DEGREES 08 MINUTES 12 SECONDS WEST, 34.39 FEET; 11) SOUTH 58 DEGREES 37 MINUTES 46 SECONDS EAST ALONG A NON-TANGENT LINE, 216.35 FEET TO A POINT OF CURVATURE; 12) ALONG AN ARC OF A CURVE CONCAVE TO THE DEFAULT, HAVING A RADIUS OF 533.00 FEET, HAVING A CHORD BEARING OF SOUTH 76 DEGREES 31 MINUTES 06 SECONDS EAST, 332.83 FEET; 13) SOUTH 07 DEGREES 18 MINUTES 20 SECONDS WEST ALONG A NON-TANGENT LINE, 159.19 FEET; 14) SOUTH 48 DEGREES 39 MINUTES 09 SECONDS EAST, 27.68 FEET; 15) SOUTH 29 DEGREES 04 MINUTES 25 SECONDS WEST, 75.48 FEET; 16) SOUTH 30 DEGREES 54 MINUTES 23 SECONDS WEST, 78.03 FEET; THENCE SOUTH 38 DEGREES 39 MINUTES 17 SECONDS WEST, 76.27 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 15 SECONDS WEST, 78.62 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 36 SECONDS WEST, 320.00 FEET; THENCE SOUTH 68 DEGREES 20 MINUTES 29 SECONDS WEST, 45.54 FEET; THENCE NORTH 47 DEGREES 31 MINUTES 22 SECONDS WEST, 68.79 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 36 SECONDS WEST, 201.00 FEET; THENCE NORTH 44 DEGREES 47 MINUTES 24 SECONDS WEST, 135.00 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 36 SECONDS WEST, 68.74 FEET; THENCE NORTH 44 DEGREES 47 MINUTES 24 SECONDS WEST, 201.00 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 36 SECONDS WEST, 480.00 FEET; THENCE SOUTH 44 DEGREES 47 MINUTES 24 SECONDS EAST, 112.63 FEET; THENCE SOUTH 74 DEGREES 15 MINUTES 30 SECONDS EAST, 42.20 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 10 MINUTES 56 SECONDS EAST, 27.01 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 233.00 FEET, HAVING A CHORD BEARING OF SOUTH 04 DEGREES 03 MINUTES 42 SECONDS WEST, 72.64 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 88 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE, 515.54 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 01 DEGREES 44 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, 1599.10 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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

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

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

GIVEN UNDER MY HAND AND SEAL AT WOODRIDGE, ILLINOIS THIS ___ DAY OF _____, A.D., 2022.

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

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

Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 2A, LEMONT, ILLINOIS

Project No: 210156
Group No: VP04.5

DRAFTING COMPLETED: 06-03-22 | DRAWN BY: MLP | PROJECT MANAGER: AJS
FIELD WORK COMPLETED: N/A | CHECKED BY: AJS | SCALE: 1" = N/A

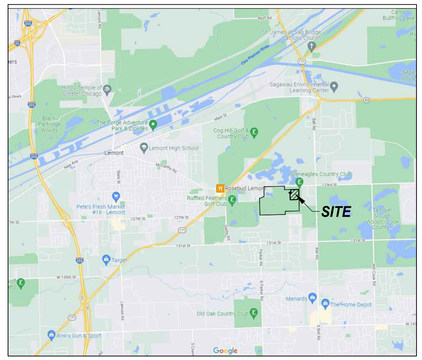
SHEET NO. 6 of 6

Exhibit B

Final Plat of Subdivision of Gleneagles Unit 2B

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2B

PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS

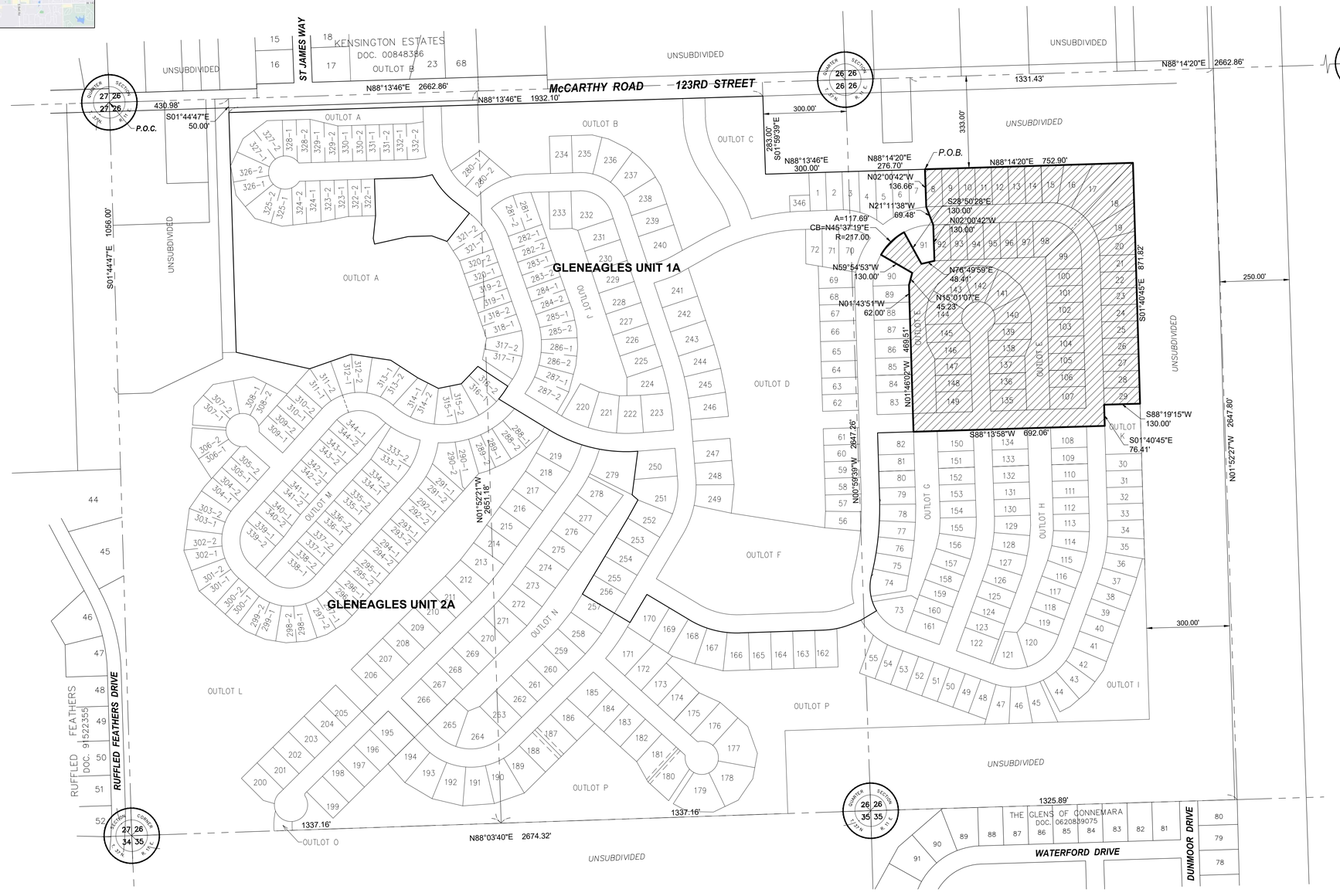
THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

200 0 100 200 400 800

1" = 200'



LEGEND

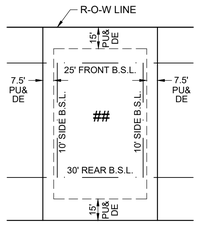
- SECTION CORNER
- SUBDIVISION BOUNDARY LINE
- UNIT 2B
- EXISTING LOT LINE
- PROPOSED LOT LINE
- PROPOSED DUPLEX UNIT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE

N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

AREA TABLE

	SQ.FT.	ACRES
SINGLE FAMILY LOTS	486,106	11.1595
OUTLOT	109,010	2.5025
R-O-W HEREBY DEDICATED	156,516	3.5931
TOTAL	751,632	17.2551

TYPICAL LOT DETAIL
(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



OWNER / DEVELOPER

Pulte Home Corporation - 1008
1900 E Golf Rd - Suite 300
Schaumburg, IL 60173
847-230-5400

ENGINEER/SURVEYOR

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

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

Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 2B, LEMONT, ILLINOIS

DRAFTING COMPLETED: 06-03-22	DRAWN BY: MLP	PROJECT MANAGER: AJS	
FIELD WORK COMPLETED: N/A	CHECKED BY: AJS	SCALE: 1" = 200'	

Project No: 210156
Group No: VP04.5
SHEET NO. 1 of 3

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2B

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

50 0 25 50 100 200

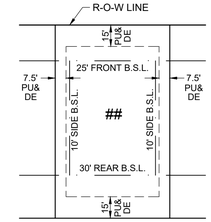
1" = 50'

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	EXISTING LOT LINE
———	PROPOSED LOT LINE
——— ———	PROPOSED DUPLEX UNIT LINE
- - - - - -	EXISTING EASEMENT LINE
- - - - - -	PROPOSED EASEMENT LINE
— · — · —	BUILDING SETBACK LINE
——— - ———	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL

(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



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PREPARED FOR:

PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

GLENEAGLES UNIT 2B, LEMONT, ILLINOIS

DRAFTING COMPLETED:	06-03-22	DRAWN BY: MLP	PROJECT MANAGER: AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY: AJS	SCALE: 1" = 50'

Project No: 210156
Group No: VP04.5
SHEET NO. 2 of 3

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 2B

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-26-400-001

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

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

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

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

_____
OWNER ADDRESS

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE UNDERSIGNED AS OWNERS OF THE PROPERTY WHICH WILL BE KNOWN AS GLENEAGLES UNIT 2B IS LOCATED WITH THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: _____

HIGH SCHOOL DISTRICT: _____

JUNIOR COLLEGE DISTRICT: _____

IN _____ COUNTY, ILLINOIS.

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

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

SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20___.

_____ _____
IL REGISTERED PROFESSIONAL ENGINEER OWNER

_____ BY: _____
STATE REGISTRATION NUMBER

_____ ITS: _____
REGISTRATION EXPIRATION DATE

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20___.

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

_____
VILLAGE TREASURER

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

_____
COUNTY CLERK

Public Utility and Drainage Easement Provisions

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU&DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, window wells may be located in the PUDE on side yards 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.

COMED COMPANY AND AT&T CORPORATION

A non-exclusive easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes.
No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within the "Public Utility and Drainage Easement" or "PU&DE" without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

NICOR CORPORATION/NICOR GAS COMPANY

A non-exclusive easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys as required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with gas supply services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU&DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

COMCAST COMMUNICATIONS

A non-exclusive easement is hereby reserved for 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 cable communication and broadcast signal systems in, under Across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys as required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU&DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

Drainage and Stormwater Detention Easement

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

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

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

PERMISSION TO RECORD

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

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

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

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

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

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, ANTHONY J. STRICKLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 88 DEGREES 13 MINUTES 46 SECOND EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 430.98 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 47 SECONDS EAST, 50.00 FEET TO THE LINE 50.00 FEET SOUTH OF, AND PARALLEL WITH, SAID NORTH LINE TO THE NORTHWEST CORNER OF GLENEAGLES UNIT 1A SUBDIVISION, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. ; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG NORTHERLY LINES OF SAID UNIT 1A: 1) NORTH 88 DEGREES 13 MINUTES 46 SECONDS EAST, ALONG SAID PARALLEL LINE, 1932.10 FEET; 2) SOUTH 01 DEGREES 59 MINUTES 39 SECONDS EAST, ALONG A LINE 300.00 FEET WESTERLY OF, AND PARALLEL WITH, THE EAST LINE OF SAID SOUTHWEST QUARTER, 283.00 FEET; 3) NORTH 88 DEGREES 13 MINUTES 46 SECONDS EAST, ALONG A LINE 333.00 FEET SOUTHERLY OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 300.00 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; 4) NORTH 88 DEGREES 14 MINUTES 20 SECONDS EAST, ALONG A LINE 333.00 FEET SOUTHERLY OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 276.70 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 14 MINUTES 20 SECONDS EAST, ALONG THE LAST DESCRIBED PARALLEL LINE, 752.90 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 45 SECONDS EAST, 871.82 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 15 SECONDS WEST, 130.00 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 45 SECONDS EAST, 76.41 FEET;THENCE SOUTH 88 DEGREES 13 MINUTES 58 SECONDS WEST, 692.06 FEET TO THE EAST LINE OF SAID GLENEAGLES UNIT 1A SUBDIVISION; THENCE THE FOLLOWING TEN (10) COURSES AND DISTANCES ALONG THE EAST LINES OF SAID UNIT 1: NORTH 01 DEGREES 46 MINUTES 02 SECONDS WEST, 469.51 FEET; 2) NORTH 01 DEGREES 43 MINUTES 51 SECONDS WEST, 62.00 FEET; 3) NORTH 15 DEGREES 01 MINUTES 07 SECONDS EAST, 45.23 FEET; 4) NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, 130.00 FEET; 5) THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 217.00 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 37 MINUTES 19 SECONDS EAST, 117.69 FEET; 6) THENCE SOUTH 28 DEGREES 50 MINUTES 28 SECONDS EAST, ALONG A NON-TANGENT LINE, 130.00 FEET; 7) NORTH 76 DEGREES 49 MINUTES 59 SECONDS EAST, 48.41 FEET; 8) NORTH 02 DEGREES 00 MINUTES 42 SECONDS WEST, 130.00 FEET; 9) NORTH 21 DEGREES 11 MINUTES 38 SECONDS WEST, 69.48 FEET; 10) THENCE NORTH 02 DEGREES 00 MINUTES 42 SECONDS WEST, 136.66 FEET TO THE PLACE OF BEGINNING; ALL COOK COUNTY, ILLINOIS.

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

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

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

GIVEN UNDER MY HAND AND SEAL AT WOODRIDGE, ILLINOIS THIS ___ DAY OF _____, A.D., 2022.

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

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

Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

GLENEAGLES UNIT 2B, LEMONT, ILLINOIS

Project No: 210156
Group No: VP04.5

DRAFTING COMPLETED: 06-03-22 | DRAWN BY: MLP | PROJECT MANAGER: AJS
FIELD WORK COMPLETED: N/A | CHECKED BY: AJS | SCALE: 1" = N/A

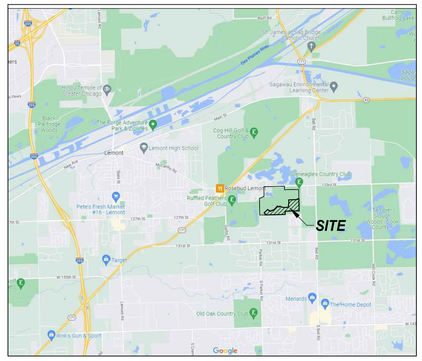
SHEET NO. 3 of 3

Exhibit C

Final Plat of Subdivision of Gleneagles Unit 3

FINAL PLAT OF SUBDIVISION OF GLENEAGLES UNIT 3

PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS

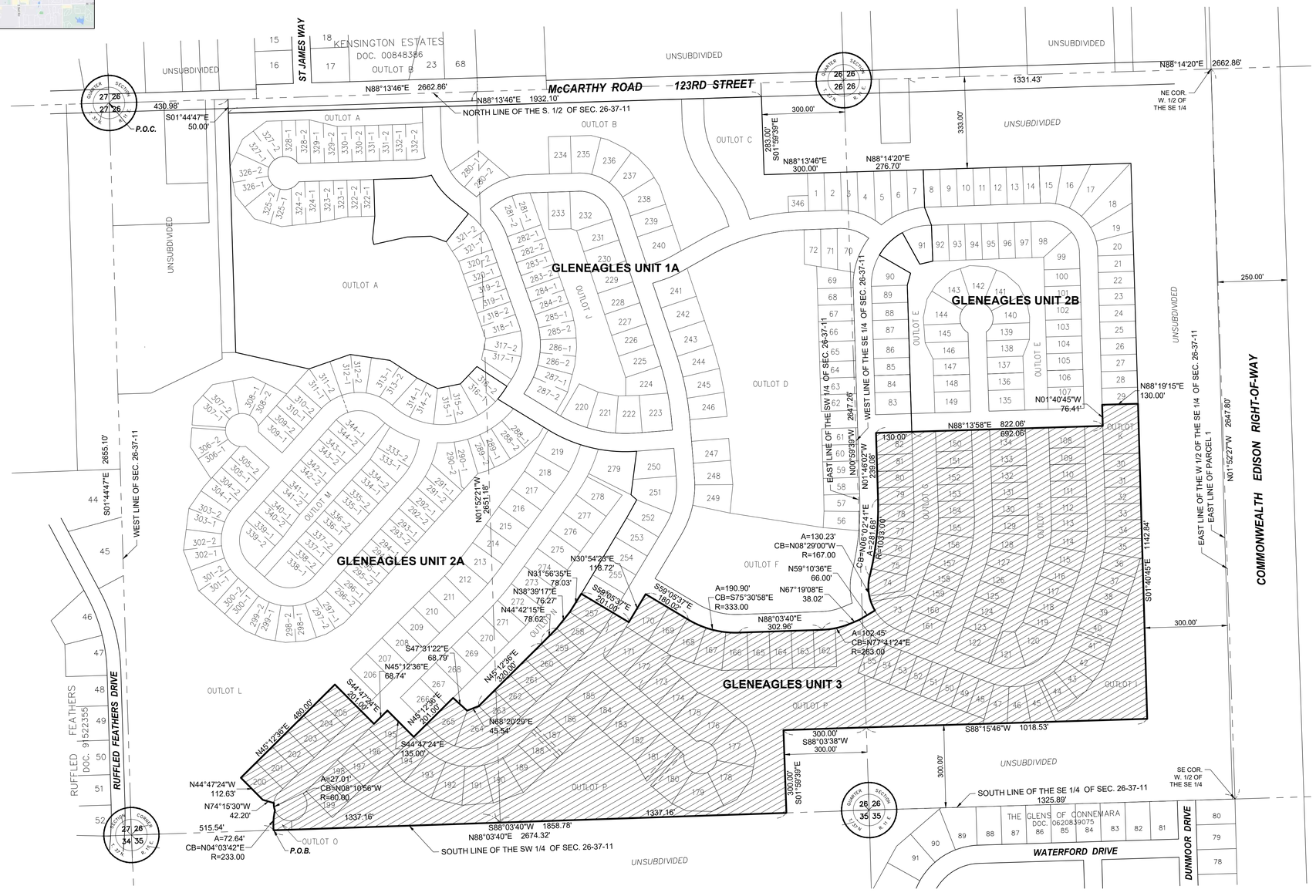
THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

200 0 100 200 400 800

1" = 200'



LEGEND

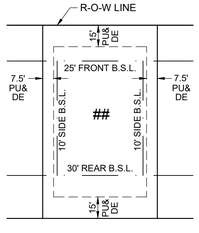
3 2 10 11	SECTION CORNER
	SUBDIVISION BOUNDARY LINE
	UNIT 3
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED DUPLEX UNIT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE
	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

AREA TABLE

	SQ.FT.	ACRES
SINGLE FAMILY LOTS	1,279,633	29.3763
OUTLOT	659,075	15.1303
R-O-W HEREBY DEDICATED	301,736	6.9269
TOTAL	2,240,444	51.4335

TYPICAL LOT DETAIL

(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



OWNER / DEVELOPER

Pulte Home Corporation - 1008
1900 E Golf Rd - Suite 300
Schaumburg, IL 60173
847-230-5400

ENGINEER/SURVEYOR

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

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

Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 3, LEMONT, ILLINOIS

DRAFTING COMPLETED:	06-07-22	DRAWN BY:	MLP	PROJECT MANAGER:	AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY:	AJS	SCALE:	1" = 200'

Project No: 210156
Group No: VP04.6
SHEET NO. 1 of 6

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 3

PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 39' 38.61898" N
LONGITUDE: 87° 56' 23.02357" W
ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

50 0 25 50 100 200

1" = 50'

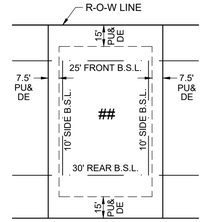


LEGEND

———	SUBDIVISION BOUNDARY LINE
———	EXISTING LOT LINE
———	PROPOSED LOT LINE
——— ———	PROPOSED DUPLEX UNIT LINE
- - - - - -	EXISTING EASEMENT LINE
- - - - - -	PROPOSED EASEMENT LINE
— · — · —	BUILDING SETBACK LINE
——— - - ———	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL

(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



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PREPARED FOR:

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1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

GLENEAGLES UNIT 3, LEMONT, ILLINOIS

Project No: 210156
Group No: VP04.6

DRAFTING COMPLETED: 06-07-22
FIELD WORK COMPLETED: N/A
DRAWN BY: MLP
CHECKED BY: AJS
PROJECT MANAGER: AJS
SCALE: 1" = 50'

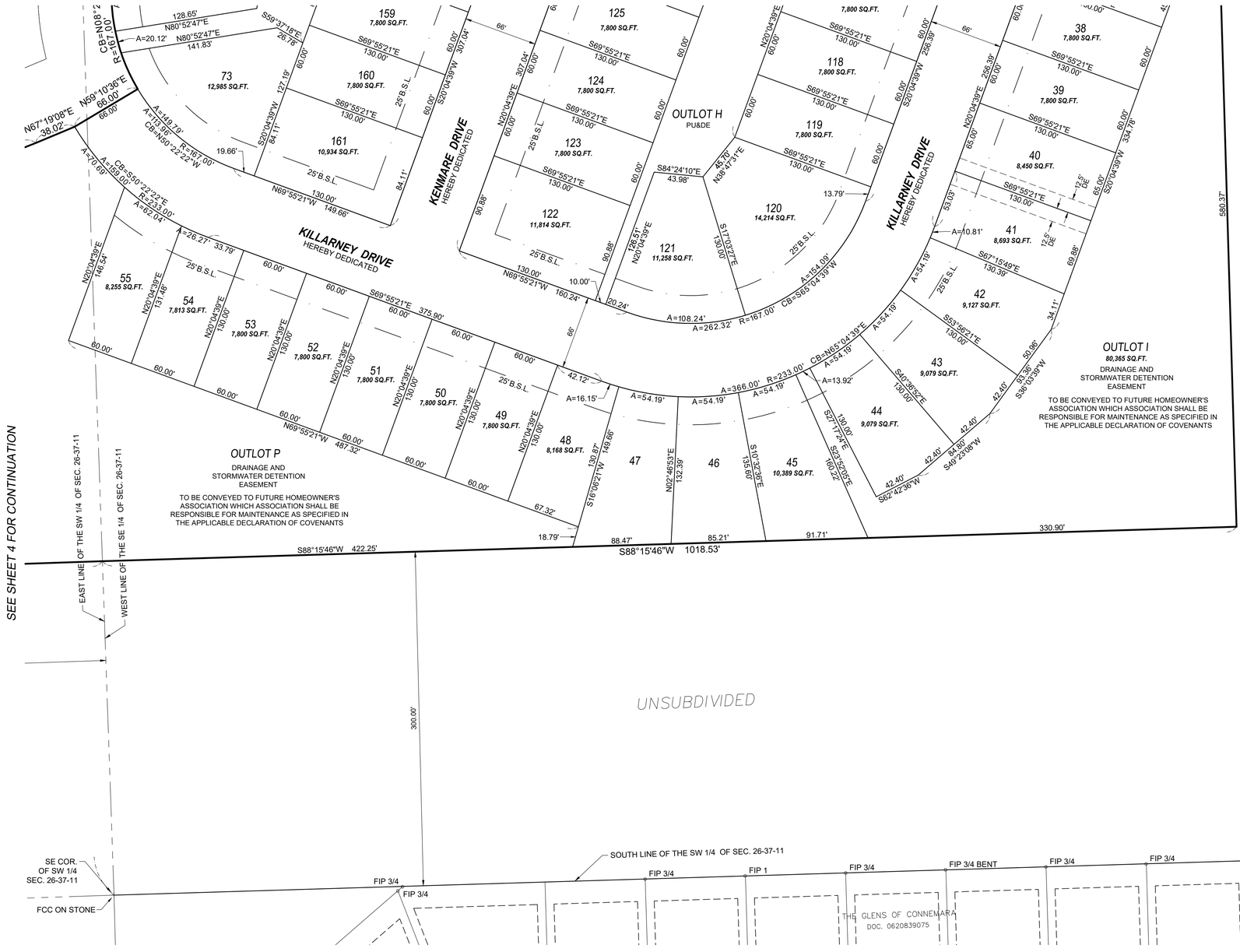
SHEET NO. 2 of 6

FINAL PLAT OF SUBDIVISION OF GLENEAGLES UNIT 3

PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



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GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

50 0 25 50 100 200

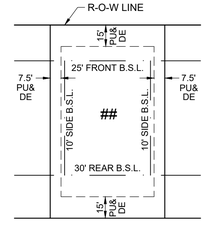
1" = 50'

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	EXISTING LOT LINE
———	PROPOSED LOT LINE
——— ———	PROPOSED DUPLEX UNIT LINE
- - - - -	EXISTING EASEMENT LINE
- - - - -	PROPOSED EASEMENT LINE
— · — · —	BUILDING SETBACK LINE
—— - ——	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
PU&DE	PUBLIC UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL

(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



Engineers
Scientists
Surveyors

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PREPARED FOR:

PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

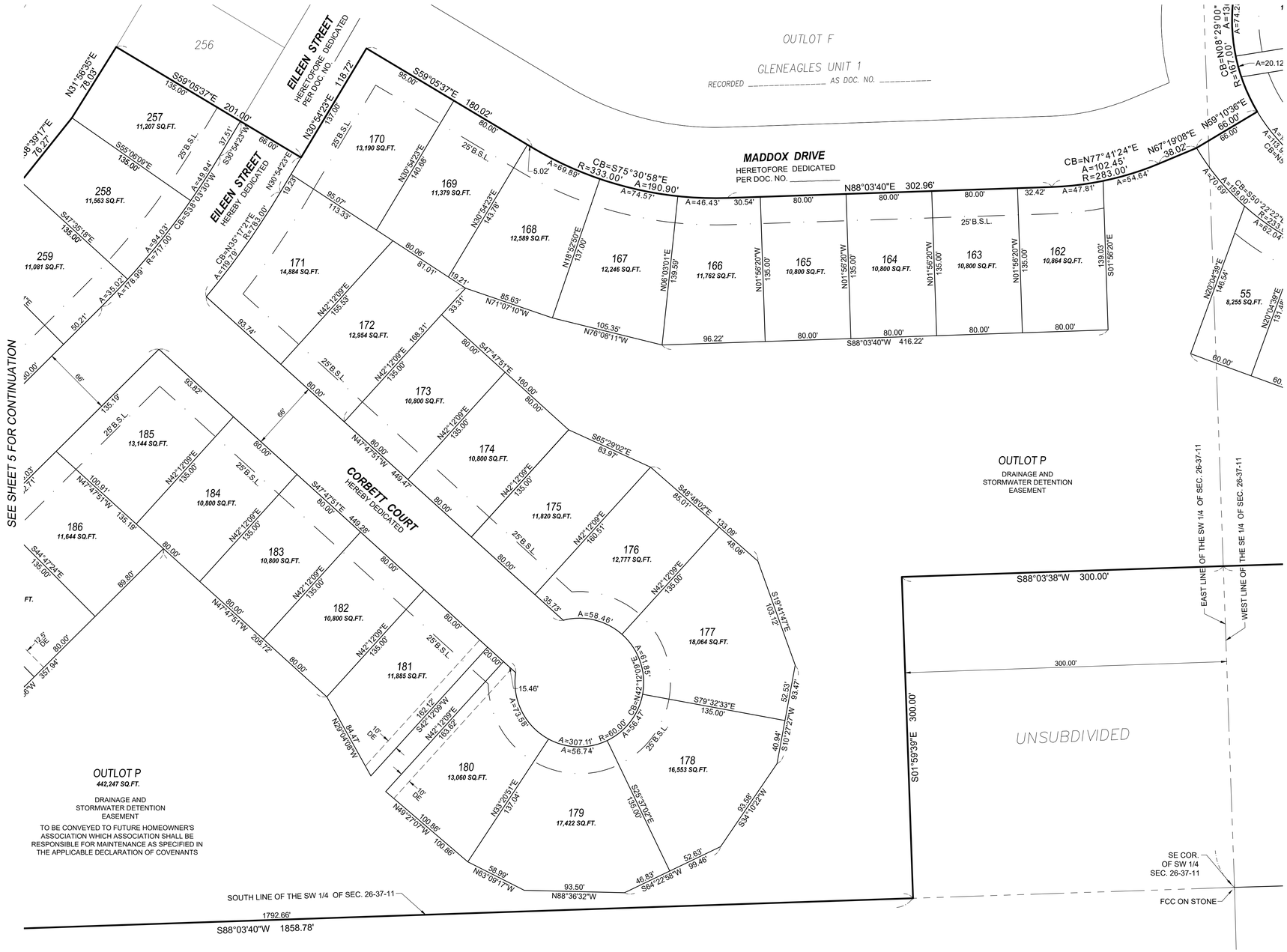
GLENEAGLES UNIT 3, LEMONT, ILLINOIS

DRAFTING COMPLETED:	06-07-22	DRAWN BY: MLP	PROJECT MANAGER: AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY: AJS	SCALE: 1" = 50'

Project No: 210156
Group No: VP04.6

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 3

PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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STATE PLANE MERIDIAN

GRAPHIC SCALE

50 0 25 50 100 200

1" = 50'

LEGEND

	SUBDIVISION BOUNDARY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED DUPLEX UNIT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE
	SECTION LINE
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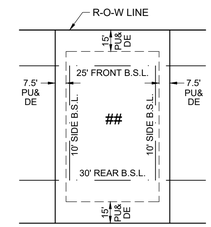
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL

(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



Engineers
Scientists
Surveyors

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v3co.com

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

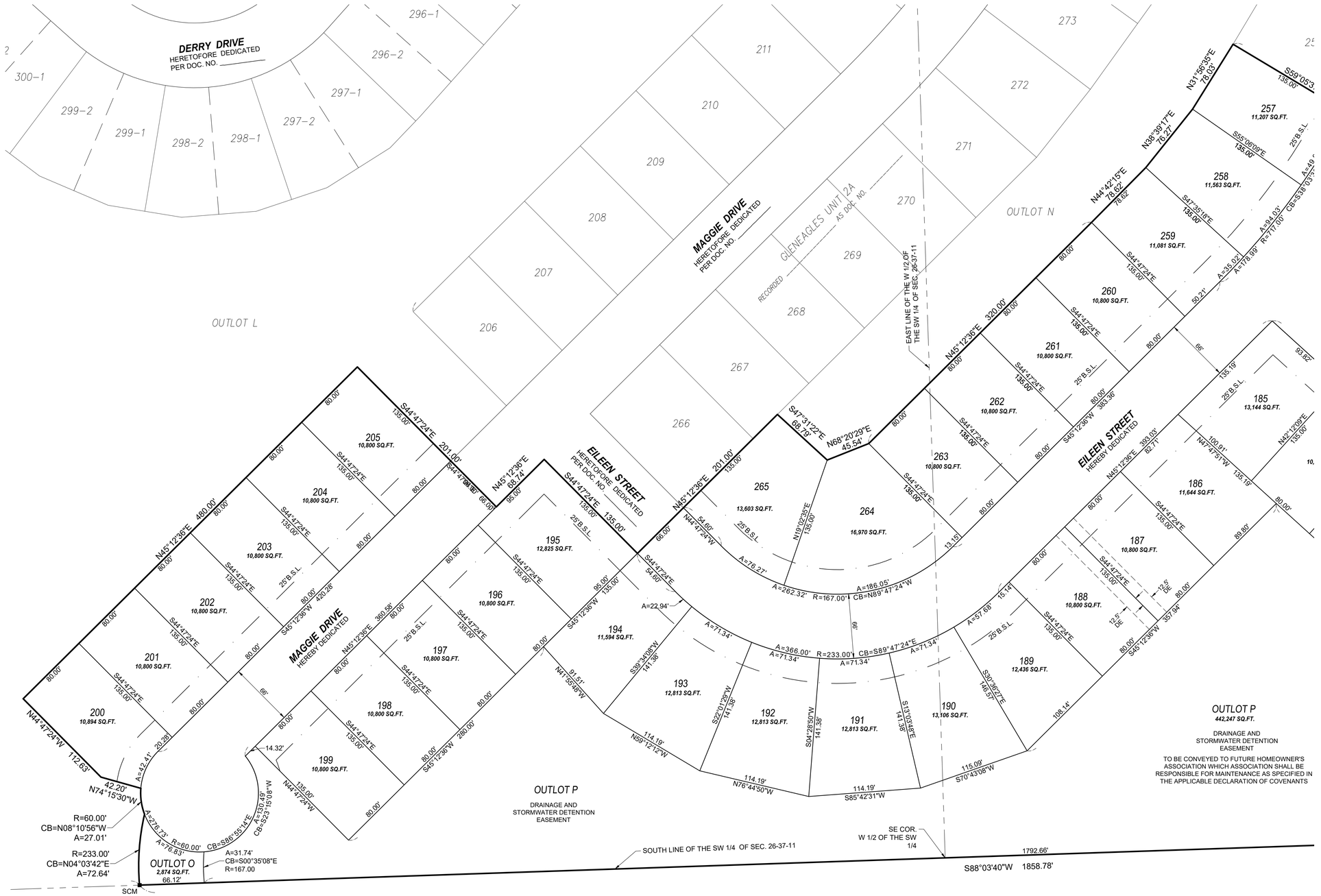
GLENEAGLES UNIT 3, LEMONT, ILLINOIS

DRAFTING COMPLETED:	06-07-22	DRAWN BY: MLP	PROJECT MANAGER: AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY: AJS	SCALE: 1" = 50'

Project No: 210156
Group No: VP04.6
SHEET NO. 4 of 6

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 3

PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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ELLIPSOIDAL HEIGHT: 645.516 SFT
GROUND SCALE FACTOR: 1.0000425833
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

GRAPHIC SCALE

50 0 25 50 100 200

1" = 50'

LEGEND

	SUBDIVISION BOUNDARY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED DUPLEX UNIT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE
	SECTION LINE
N	NORTH
S	SOUTH
E	EAST
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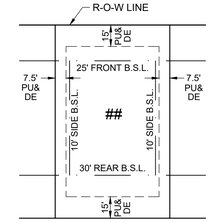
D.E.	DRAINAGE EASEMENT
(0.00')	RECORD DATUM
0.00'	CALCULATED DATUM
SCM ■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE

TYPICAL LOT DETAIL

(SINGLE FAMILY)
TYPICAL UNLESS SHOWN OTHERWISE



Engineers
Scientists
Surveyors

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PREPARED FOR:

PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION

GLENEAGLES UNIT 3, LEMONT, ILLINOIS

DRAFTING COMPLETED:	06-07-22	DRAWN BY:	MLP	PROJECT MANAGER:	AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY:	AJS	SCALE:	1" = 50'

Project No: 210156
Group No: VP04.6

FINAL PLAT OF SUBDIVISION
OF
GLENEAGLES UNIT 3

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-26-301-002
22-26-302-001
22-26-400-001

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

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

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

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

_____
OWNER ADDRESS

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE UNDERSIGNED AS OWNERS OF THE PROPERTY WHICH WILL BE KNOWN AS GLENEAGLES UNIT 3 IS LOCATED WITH THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: _____

HIGH SCHOOL DISTRICT: _____

JUNIOR COLLEGE DISTRICT: _____

IN _____ COUNTY, ILLINOIS.

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

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

SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20___.

_____ _____
IL REGISTERED PROFESSIONAL ENGINEER OWNER

_____ BY: _____
STATE REGISTRATION NUMBER

_____ ITS: _____
REGISTRATION EXPIRATION DATE

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20___.

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

_____
VILLAGE TREASURER

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

_____
COUNTY CLERK

Public Utility and Drainage Easement Provisions

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU&DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, window wells may be located in the PUDE on side yards 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.

COMED COMPANY AND AT&T CORPORATION

A non-exclusive easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes.
No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within the "Public Utility and Drainage Easement" or "PU&DE" without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

NICOR CORPORATION/NICOR GAS COMPANY

A non-exclusive easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys as required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with gas supply services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU&DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

COMCAST COMMUNICATIONS

A non-exclusive easement is hereby reserved for 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 cable communication and broadcast signal systems in, under! Across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU&DE" and the property designated on the plat for streets and alleys as required to provide the (Gleneagles subdivision/planned unit development) and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU&DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

Drainage and Stormwater Detention Easement

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

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

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

PERMISSION TO RECORD

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, ANTHONY J. STRICKLAND, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK OF THE VILLAGE OF LEMONT TO RECORD THIS PLAT OF SUBDIVISION OF GLENEAGLES UNIT 3 WITH THE COOK COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES

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

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

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

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, ANTHONY J. STRICKLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 01 DEGREES 44 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF SAID QUARTER, 2655.10 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER; THENCE NORTH 88 DEGREES 03 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID QUARTER, 515.54 FEET TO THE PLACE OF BEGINNING, BEING THE SOUTHERLY MOST SOUTHEAST CORNER OF GLENEAGLES UNIT 2A SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT NO. _____; THENCE THE FOLLOWING FIFEEN (15) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY LINES OF SAID UNIT 2A: 1) ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 233.00 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 03 MINUTES 42 SECONDS EAST, 72.64 FEET; 2) ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF NORTH 08 DEGREES 10 MINUTES 56 SECONDS WEST, 27.01; 3) NORTH 74 DEGREES 15 MINUTES 30 SECONDS WEST ALONG A NON-TANGENT LINE, 42.20 FEET; 4) NORTH 44 DEGREES 47 MINUTES 24 SECONDS WEST, 112.63 FEET; 5) NORTH 45 DEGREES 12 MINUTES 36 SECONDS EAST, 480.00 FEET; 6) SOUTH 44 DEGREES 47 MINUTES 24 SECONDS EAST, 201.00 FEET; 7) NORTH 45 DEGREES 12 MINUTES 36 SECONDS EAST, 68.74 FEET; 8) SOUTH 44 DEGREES 47 MINUTES 24 SECONDS EAST, 135.00 FEET; 9) NORTH 45 DEGREES 12 MINUTES 36 SECONDS EAST, 201.00 FEET; 10) SOUTH 47 DEGREES 31 MINUTES 22 SECONDS EAST, 68.79 FEET; 11) NORTH 68 DEGREES 20 MINUTES 29 SECONDS EAST, 45.54 FEET; 12) NORTH 45 DEGREES 12 MINUTES 36 SECONDS EAST, 320.00 FEET; 13) NORTH 44 DEGREES 42 MINUTES 15 SECONDS EAST, 78.62 FEET; 14) NORTH 38 DEGREES 39 MINUTES 17 SECONDS EAST, 76.27 FEET; 15) NORTH 31 DEGREES 56 MINUTES 35 SECONDS EAST, 78.03 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF GLENEAGLES UNIT 1A SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT NO. _____; THENCE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID UNIT 1A: 1) SOUTH 59 DEGREES 05 MINUTES 37 SECONDS EAST, 201.00 FEET; 2) NORTH 30 DEGREES 54 MINUTES 23 SECONDS EAST, 118.72 FEET; 3) SOUTH 59 DEGREES 05 MINUTES 37 SECONDS EAST, 180.02 FEET TO A POINT OF CURVATURE; 4) ALONG AN ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 333.00 FEET, HAVING A CHORD BEARING OF SOUTH 75 DEGREES 30 MINUTES 58 SECONDS EAST, 190.90 FEET TO A POINT OF TANGENCY; 5) NORTH 88 DEGREES 03 MINUTES 40 SECONDS EAST, 302.96 FEET TO A POINT OF CURVATURE; 6) ALONG AN ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 283.00 FEET, HAVING A CHORD BEARING OF NORTH 77 DEGREES 41 MINUTES 24 SECONDS EAST, 102.45 FEET TO A POINT OF TANGENCY; 7) NORTH 67 DEGREES 19 MINUTES 08 SECONDS EAST, 38.02 FEET; 8) NORTH 59 DEGREES 10 MINUTES 36 SECONDS EAST, 66.00 FEET; 9) ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 167.00 FEET, HAVING A CHORD BEARING OF NORTH 08 DEGREES 29 MINUTES 00 SECONDS WEST, 130.23 FEET TO A POINT OF REVERSE CURVATURE; 10) THENCE ALONG AN ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1033.00 FEET, HAVING A CHORD BEARING OF NORTH 06 DEGREES 02 MINUTES 41 SECONDS EAST, 281.68 FEET TO A POINT OF TANGENCY; 11) NORTH 01 DEGREES 46 MINUTES 02 SECONDS WEST, 239.08 FEET; 12) NORTH 88 DEGREES 13 MINUTES 58 SECONDS EAST, 100.00 FEET TO THE SOUTHWEST CORNER OF GLENEAGLES UNIT 2B SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT NO. _____; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID UNIT 2B: 1) NORTH 88 DEGREES 13 MINUTES 58 SECONDS EAST, 692.06; 2) NORTH 01 DEGREES 40 MINUTES 45 SECONDS WEST, 76.41 FEET; 3) NORTH 88 DEGREES 19 MINUTES 15 SECONDS EAST, 130.00 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 45 SECONDS EAST, 1142.84 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 46 SECONDS WEST, ALONG A LINE 300.00 FEET NORTHERLY OF, AND PARALLEL WITH, THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1018.53 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER ; THENCE SOUTH 88 DEGREES 03 MINUTES 38 SECONDS WEST, 300.00 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 39 SECONDS EAST, ALONG A LINE 300.00 FEET WESTERLY OF, AND PARALLEL WITH, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, 300.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG SAID SOUTH LINE, 1858.78 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY ILLINOIS.

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

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

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

GIVEN UNDER MY HAND AND SEAL AT WOODRIDGE, ILLINOIS THIS ___ DAY OF _____, A.D., 2022.

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

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

Engineers
Scientists
Surveyors

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

PREPARED FOR:
PULTE HOME CORPORATION - 1008
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
847-230-5400

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11-08-22	ADDED HOMEOWNER'S ASSOCIATION CONVEYANCE NOTE			

FINAL PLAT OF SUBDIVISION
GLENEAGLES UNIT 3, LEMONT, ILLINOIS

Project No: 210156
Group No: VP04.6

DRAFTING COMPLETED:	06-07-22	DRAWN BY:	MLP	PROJECT MANAGER:	AJS
FIELD WORK COMPLETED:	N/A	CHECKED BY:	AJS	SCALE:	1" = N/A

SHEET NO. 6 of 6

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving a Final Plat of Subdivision of Marbella of Lemont
DATE: November 14, 2022

SUMMARY/BACKGROUND
Lotus Design Development is seeking approval of the two lot Marbella of Lemont Subdivision. The Village of Lemont is also seeking approval of a single lot General Fry's Subdivision of the Village's I&M Canal reserve strip. These subdivisions allow for the exchange of real estate associated with the development. This exchange was approved by the Village Board on October 24, 2022.

The Preliminary PUD was approved on June 27, 2022 as O-30-22 and included a Preliminary Plat of Subdivision for Marbella of Lemont with three lots - two on the property owned by Lotus DD, and the third on the Village's Canal Reserve Strip. The Final Plats are in agreement with the Preliminary Plat for Marbella, with the preliminary plat's Lot 3 removed from the Marbella subdivision and becoming Lot 1 in General Fry's Subdivision.

The Final PUD for Marbella is being prepared for a future Planning & Zoning Commission meeting.

ANALYSIS
Planning & Zoning Commission (PZC)
The PZC discussed the Marbella of Lemont Plat of Subdivision at the meeting held on November 2, 2022. The PZC reviewed the plat according to the UDO, PUD and Preliminary Plat and recommended (5-2) for approval of the Final Plat for Marbella.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the resolution.

BOARD ACTION REQUESTED
A motion to approve the resolution.

ATTACHMENTS
A Resolution Approving a Final Plat of Subdivision for Marbella of Lemont

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION OF MARBELLA OF LEMONT

(Marbella Final Plat)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 14th DAY OF NOVEMBER, 2022

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of November, 2022

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION OF MARBELLA OF LEMONT

(Marbella Final Plat)

WHEREAS, Robert Abbinante of Lotus Design and Development, LLC (hereinafter referred to as the "Petitioner"), is the owner of the property covering approximately 1.26-acres located on the northwest corner of Lemont Street and Canal Street (PINS# 22-20-304-015-0000, 22-20-304-016-0000, 22-20-304-017-0000 and 22-20-304-018-0000), legally described and depicted in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Petitioner submitted the Marbella of Lemont Plat of Subdivision by Morris Engineering, Inc. dated 11/2/2022 (hereinafter referred to as "Final Plat of Subdivision") for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Petitioner has filed an application with the Village of Lemont on September 13, 2022 for Final Planned Unit Development (PUD)/Plat of Subdivision for the Marbella mixed-use development; and

WHEREAS, on June 27, 2022, the Village Board approved the Marbella Preliminary Plat and PUD as O-30-22 after the preliminary application, plans and PUD were reviewed in accordance with the Lemont Unified Development Ordinance of 2008 (Chapter 17 of the Lemont, Illinois Municipal Code) (hereinafter referred to as "UDO"); and

WHEREAS, the Planning & Zoning Commission (PZC) discussed the Marbella of Lemont Final Plat of Subdivision at the PZC meeting on November 2, 2022, finding the documents to be in substantial compliance with the UDO, Preliminary Plat and PUD for Marbella; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (5-2) at this meeting to recommend approval of the Marbella of Lemont Plat of Subdivision; and

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

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

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

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

SECTION TWO: The Marbella of Lemont Plat of Subdivision, drafted by Morris Engineering, Inc. dated 11-2-2022, be and is hereby approved in substantially the form

attached hereto as Exhibit A.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14th DAY OF NOVEMBER, 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

Marbella of Lemont Subdivision

MARBELLA OF LEMONT SUBDIVISION

OF

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

LAND AREA = 55,032 SF OR 1.26 ACRES MORE OR LESS

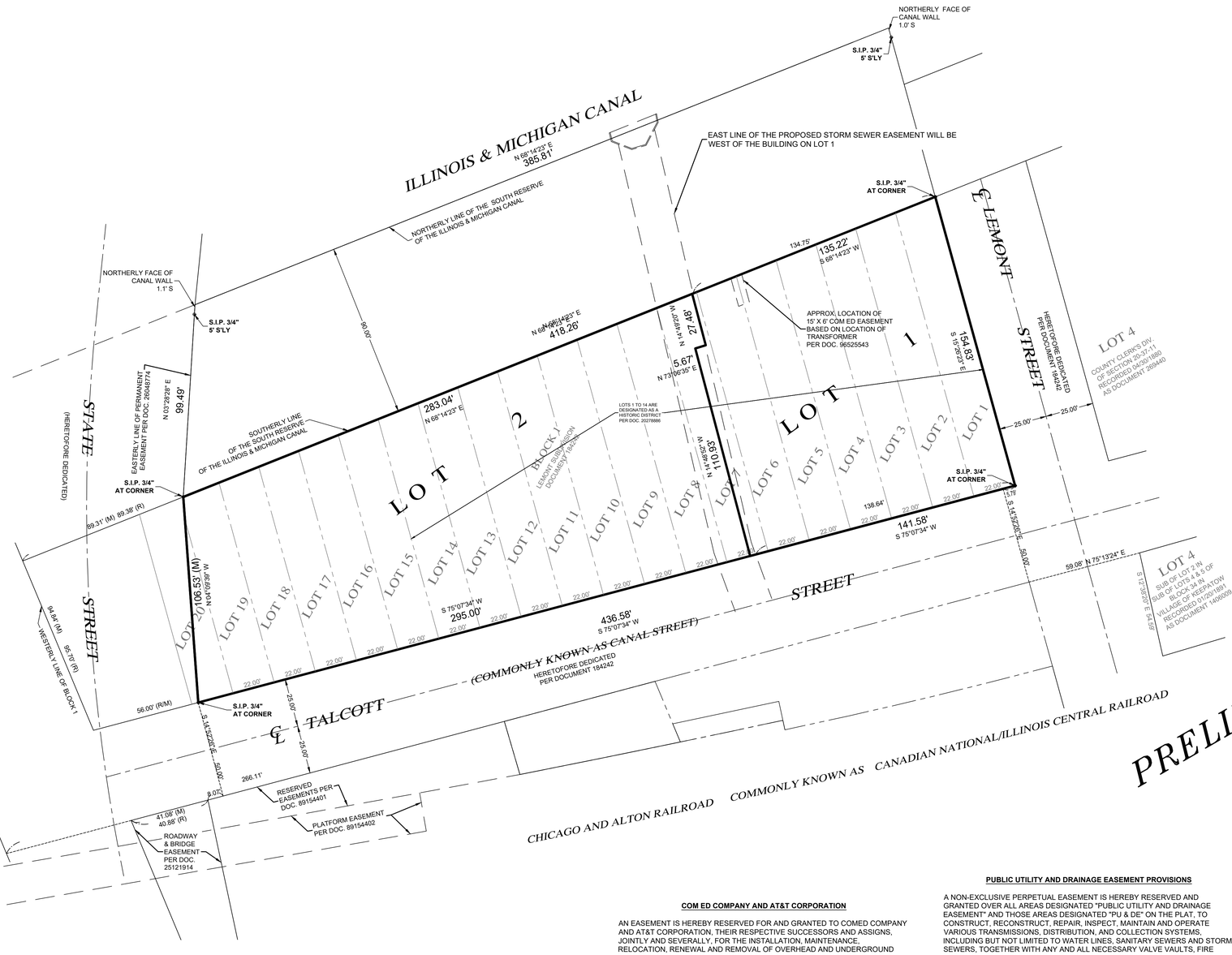
AFFECTS P.I.N.:
22-20-304-015
22-20-304-016
22-20-304-017
22-20-304-018

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

SEND TAX BILL TO

30' 15' 0 30'

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



PRELIMINARY

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT

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

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

DATED AT _____ DAY OF _____, 20____.

BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

_____
NOTARY PUBLIC

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

DATED THIS _____ DAY OF _____, 20____.

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

DATED AT LEMONT,_____ COUNTY, ILLINOIS, THIS _____DAY

OF_____, A.D., 20____.

_____
VILLAGE TREASURER

PRESIDENT BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

THIS_____DAY OF_____, A.D., 20____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20____.

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

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

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

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

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

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

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

DATED, THIS 2ND DAY OF NOVEMBER, A.D., 2022, AT LISLE, ILLINOIS.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2024.
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245

CLIENT:

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

NICOR CORPORATION / NICOR GAS COMPANY

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

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PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving a Final Plat of Subdivision for General Fry's
DATE: November 14, 2022

SUMMARY/BACKGROUND
The Village of Lemont is also seeking approval of the single lot General Fry's Subdivision of the Village's I&M Canal reserve strip. Additionally, Lotus Design Development is seeking approval of the two lot Marbella of Lemont Subdivision. These subdivisions allow for the exchange of real estate associated with the development. This exchange was approved by the Village Board on October 24, 2022.

The Preliminary PUD was approved on June 27, 2022 as O-30-22 and included a Preliminary Plat of Subdivision for Marbella of Lemont with three lots - two on the property owned by Lotus DD, and the third on the Village's Canal Reserve Strip. The Final Plats are in agreement with the Preliminary Plat for Marbella, with the preliminary plat's Lot 3 removed from the Marbella subdivision and becoming Lot 1 in General Fry's Subdivision.

The Final PUD for Marbella is being prepared for a future Planning & Zoning Commission meeting.

ANALYSIS
Planning & Zoning Commission (PZC)
The PZC reviewed the General Fry's Plat of Subdivision at the regularly scheduled PZC meeting held on November 2, 2022 and recommended (6-1) approval of the General Fry's Plat of Subdivision.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff recommends approval of the resolution.

BOARD ACTION REQUESTED
A motion to approve the resolution.

ATTACHMENTS
A Resolution Approving a Final Plat of Subdivision for General Fry's

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION OF GENERAL FRY'S

(General Fry's Subdivision)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 14th DAY OF NOVEMBER, 2022

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of November, 2022

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION OF GENERAL FRY'S

(General Fry's Subdivision)

WHEREAS, the Village of Lemont (hereinafter referred to as the "Petitioner"), is the owner of the property covering approximately 0.216-acres in the Illinois & Michigan (I&M) Canal reserve strip west of Lemont Street and south of the I&M Canal (PIN# 22-20-304-024-0000), legally described and depicted in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Petitioner submitted the General Fry's Subdivision by Morris Engineering, Inc. dated 11/2/2022 (hereinafter referred to as "Final Plat of Subdivision") for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Planning & Zoning Commission (PZC) discussed the General Fry's Subdivision at the PZC meeting on November 2, 2022, finding the document to be in substantial compliance with the UDO for final plats; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (6-1) at this meeting to recommend approval of the General Fry's Subdivision; and

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

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

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

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

SECTION TWO: The General Fry's Subdivision, drafted by Morris Engineering, Inc. dated 11-2-2022, be and is hereby approved in substantially the form attached hereto as Exhibit A.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 14th DAY OF NOVEMBER, 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

General Fry’s Subdivision

GENERAL FRY'S SUBDIVISION

OF

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

LAND AREA = 9,433 SF OR 0.216 ACRES MORE OR LESS

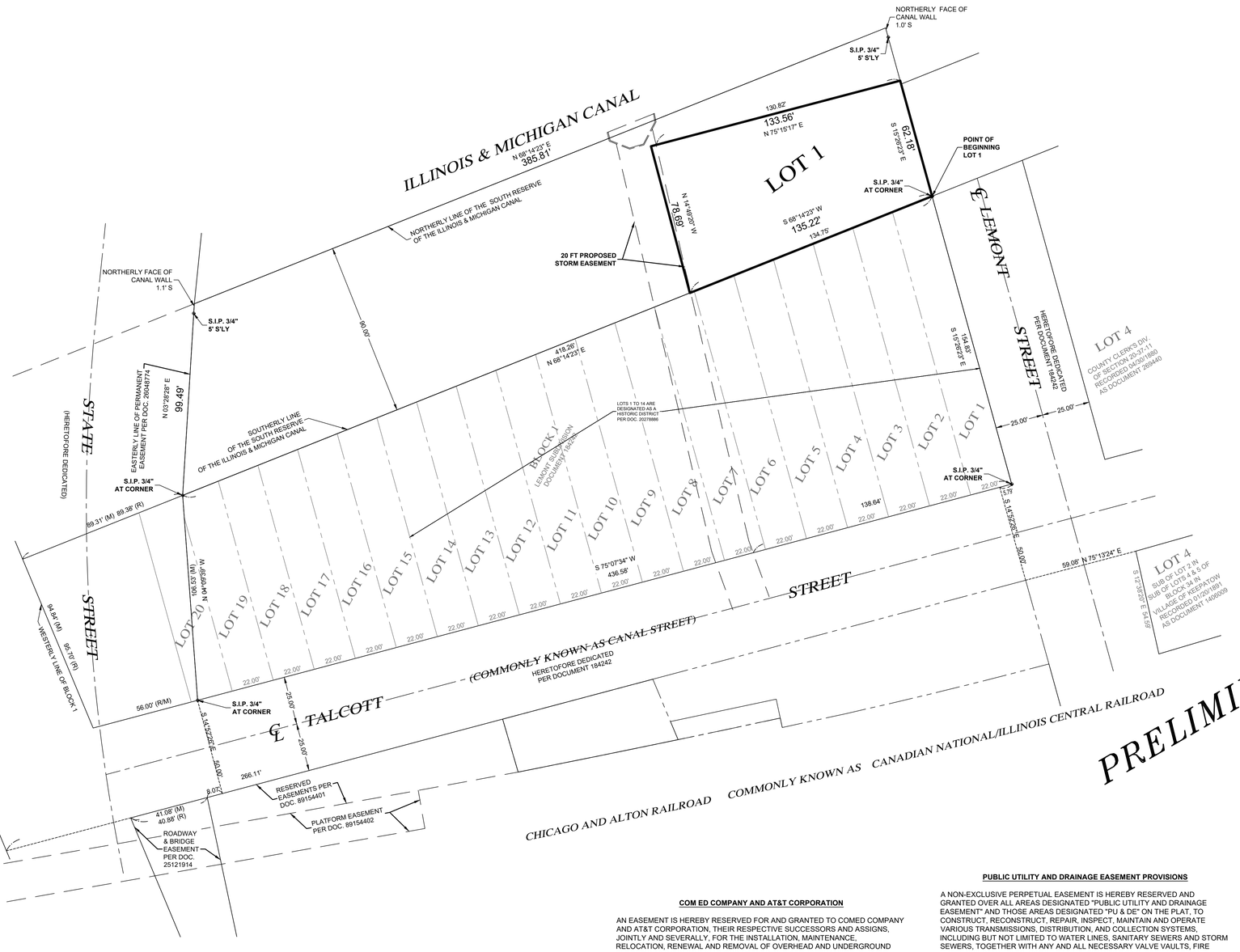
AFFECTS P.I.N.:
22-20-304-024

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

SEND TAX BILL TO

30' 15' 0 30'

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



PRELIMINARY

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT

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

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

DATED AT _____ DAY OF _____, 20____.

BY: _____
VILLAGE PRESIDENT

BY: _____
VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

_____
NOTARY PUBLIC

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

DATED THIS _____ DAY OF _____, 20____.

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

DATED AT LEMONT, _____ COUNTY, ILLINOIS, THIS _____DAY

OF_____, A.D., 20____.

_____
VILLAGE TREASURER

PRESIDENT BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

THIS_____DAY OF_____, A.D., 20____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

NICOR CORPORATION / NICOR GAS COMPANY

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

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SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

DATED THIS _____ DAY OF _____, 20____.

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

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

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

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

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

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

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

DATED, THIS 2ND DAY OF NOVEMBER, A.D., 2022, AT LISLE, ILLINOIS.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2024.
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245

CLIENT:

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

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