Village of Lemont

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
May 19, 2025 – 6:30 PM
Village Hall
AGENDA

I. Call to Order

II. Roll Call

III. Discussion Items

- III.A Discussion of Case 2025-05 14633 Main Street Annexation & Rezoning
- III.B Discussion of Case 2025-08 UDO Amendments
- III.C Stephen Street Properties
- III.D 135th Street / Smith Road Corridor Study Discussion
- III.E Continuation of the Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax
- III.F Downtown Outdoor Dining Enhancements
- III.G Commission Structure & Protocol

IV. Unfinished Business

V. New Business

VI. Audience Participation

VII. Executive Session Discussion Under Chapter 5 ILCS 120

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

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

VIII. Adjourn

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: Discussion of Case 2025-05 14633 Main Street Annexation & Rezoning
DATE: May 19, 2025

SUMMARY/BACKGROUND

The applicant, William Brennan, is requesting annexation into the Village and rezoning of the property at 14633 Main Street to R-5, Single-Family Attached Residential District. The 0.49-acre parcel is located on the north side of Main Street, just west of its intersection with Walker Road, and is part of a small cluster of narrow, deep residential lots. The site is currently improved with a one-story, cottage-style brick home, along with a long driveway and parking area.

There are no formal development plans submitted at this time; however, the applicant has expressed an interest in subdividing the lot and constructing a two-flat, consistent with the R-5 district standards. The R-5 zoning allows for a range of residential uses, including single-family detached homes, two-family dwellings, duplexes, and townhomes. A full list of permitted and special uses is provided in the Attachments. A draft Plat of Subdivision creating two lots has been submitted by the applicant and is provided in the attachments. It will be placed on the June PZC meeting as an action item and included with the annexation and rezoning ordinances at the next voting Board meeting in June.

ANALYSIS

Comprehensive Plan

The subject property's future land use in the Lemont 2030 Comprehensive Plan is Multi-Family Midrise (MFM). While the parcel is too small to meet the full MFM vision, R-5 zoning is compatible with the designation and existing adjacent zoning. The existing structure conforms to R-5 standards, which supports compatibility for developed properties.

General Analysis

Rezoning is consistent with the LaSalle Factors used to evaluate such requests. The property is adjacent to Franciscan Village, which is zoned R-5, providing continuity along Main Street. Village water is available at the street frontage and sewer service can be extended from Franciscan Village. The property is currently on private well and septic. Connection to Village utilities would not be required immediately, but would be mandated upon redevelopment in accordance with the Unified Development Ordinance (UDO). Staff recommended consideration of a two-year reversion clause on the rezoning, allowing for an extension by Village Board approval if necessary.

Planning & Zoning Commission (PZC)

A public hearing to discuss the rezoning was held at the regularly scheduled PZC meeting on May 7, 2025. Following staff's presentation,Mr. Brennan shared that he intends to subdivide the property into two lots and remove an existing ten-foot easement. He believes the site is

well-suited for a two-flat under R-5 zoning. He also discussed longer-term plans, including his intentions to purchase other properties in the area. The full draft PZC minutes are found in the Attachments.

No public input was offered. Following discussion, the PZC voted (4-0) to recommend approval of the annexation and rezoning request, including support for the proposed reversion clause.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Discussion of the item.

BOARD ACTION REQUESTED
A motion to discuss the item.

ATTACHMENTS
14633 Main Plat of Annexation
PZC Memo, Analysis and Attachments
Draft PZC Minutes
Table 17-06-01 Permitted and Special Uses
Draft Plat of Subdivision

Associated Surveying Group, LLC
Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-9205 FAX: 630-759-9291

PLAT OF ANNEXATION

TO

THE VILLAGE OF LEMONT, ILLINOIS

THE WESTERLY 110 FEET OF THE EASTERLY 1450 FEET OF THE SOUTHERLY 200 FEET OF LOT A (AS MEASURED ON THE SOUTHERLY LINE OF LOT A, BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET ROAD) IN CONSOLIDATION OF LOTS 3 TO 33 BOTH INCLUSIVE AND LOT 35 IN THE COUNTY CLERK'S DIVISION IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

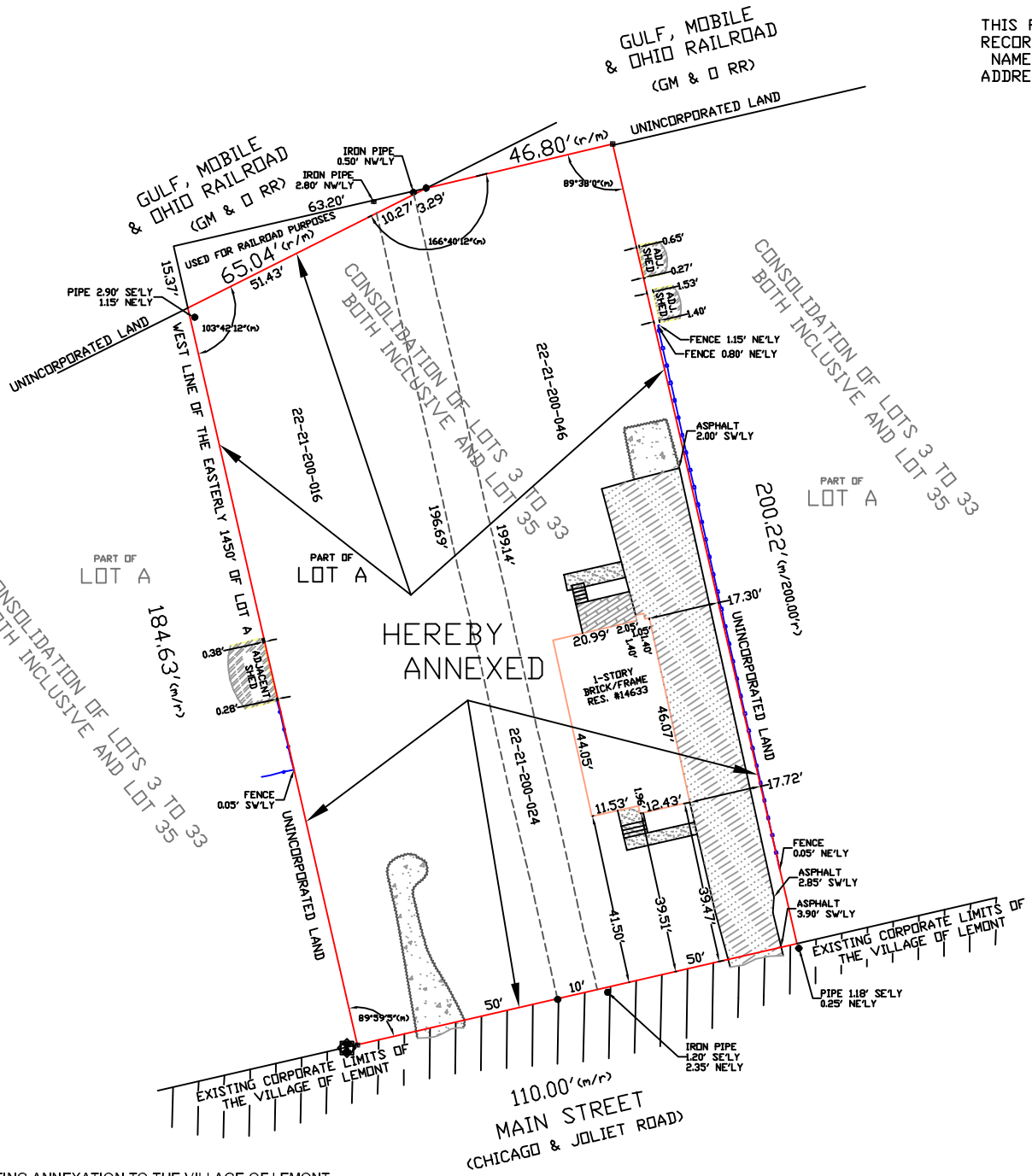
P.I.N.: 22-21-200-016, 22-21-200-024, 22-21-200-046

COMMONLY KNOWN AS: 14633 MAIN STREET, LEMONT, ILLINOIS

(ASSUMED NORTH)
SCALE 1"= 40'
10 0 10 20 30 40
GRAPHIC SCALE
(IN FEET)

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

AREA
21510.1773 SQ. FT.
± 0.4938 ACRES



IRREVOCABLE PETITION REQUESTING ANNEXATION TO THE VILLAGE OF LEMONT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

I, THE UNDERSIGNED PETITIONER, OWNER OF RECORD OF ALL OF THE LAND HEREIN REQUESTING TO BE ANNEXED, RESPECTFULLY REPRESENT, UNDER OATH, THAT ALL CONDITIONS REQUIRED FOR ANNEXATION TO THE VILLAGE OF LEMONT PURSUANT TO AND IN ACCORDANCE WITH THE ILLINOIS MUNICIPAL CODE CHAPTER 65 ILLINOIS COMPILED STATUTES SECTION 5/7-1-8 DO HEREBY STATE UNDER OATH TO WIT:

1. THAT THE TERRITORY REQUESTED TO BE ANNEXED IS DESCRIBED AS FOLLOWS: THE WESTERLY 110 FEET OF THE EASTERLY 1450 FEET OF THE SOUTHERLY 200 FEET OF LOT A (AS MEASURED ON THE SOUTHERLY LINE OF LOT A, BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET ROAD) IN CONSOLIDATION OF LOTS 3 TO 33 BOTH INCLUSIVE AND LOT 35 IN THE COUNTY CLERK'S DIVISION IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
2. THAT THE DESCRIBED TERRITORY IS NOT WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY BUT IS CONTIGUOUS WITH THE VILLAGE OF LEMONT, A MUNICIPALITY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS.
3. THAT A PLAT OF ANNEXATION SHOWING THE DESCRIBED TERRITORY IS ATTACHED HERETO AND MADE A PART OF THIS PETITION OR WILL BE PROVIDED PRIOR TO ADOPTION OF THE ORDINANCE ANNEXING SAID TERRITORY.
4. THAT THIS PETITION IS SIGNED BY THE OWNER OF RECORD OF ALL LAND IN THE DESCRIBED TERRITORY AND AT LEAST 51% OF THE ELECTORS RESIDING IN THE DESCRIBED TERRITORY.
5. THAT THIS PETITION IS IRREVOCABLE ONCE SIGNED AND SUBMITTED TO THE VILLAGE OF LEMONT BY THE OWNER OF RECORD.

WHEREFORE, YOUR PETITIONER RESPECTFULLY REQUEST THE CORPORATE AUTHORITIES OF THE VILLAGE OF LEMONT TO ANNEX THE ABOVE DESCRIBED TERRITORY TO THE VILLAGE OF LEMONT.

NAME
(PRINTED): _____

SIGNATURE: _____

ADDRESS: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF WILL }

I, MICHAEL G. HERWY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002900, DO HEREBY CERTIFY THAT I HAVE DRAWN FROM RECORDS THE ABOVE-DESCRIBED PROPERTY, AND THAT IS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT IS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

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

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 2025.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-002900 LICENSE EXPIRES: 11/30/26

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

THIS _____ DAY OF _____, A.D., 20_____.
DATE MONTH

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

NOTARY'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

I, _____, A NOTARY PUBLIC IN AND FOR SAID
PRINT NAME
COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT WILLIAM BRENNAN, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING PETITION FOR ANNEXATION, APPEARED BEFORE ME THIS DAY IN PERSON AND BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED THE SAID PETITION FOR ANNEXATION AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES ON _____ _____, 20_____.
MONTH DATE

ABBREVIATIONS:
N'LY = NORTHERLY
S'LY = SOUTHERLY
E'LY = EASTERLY
W'LY = WESTERLY
(r) = RECORD VALUE
(m) = MEASURED VALUE

LEGEND:
(NOT TO SCALE)
ASPHALT
CONCRETE
IRON PIPE
REBAR/RO
UTILITY POLE
WOOD FENCE
ALL OTHER FENCE TYPES

CLIENT BRENNAN JOB NO. 90320-24

STAFF REPORT
TO: Planning & Zoning Commission
FROM: Jamie Tate, AICP, Consulting Planner
THRU: Jason Berry, CEcD, AICP, Economic & Community Development Director

CASE NUMBER & NAME
2025-05 14633 Main Street Annexation & Rezoning

APPLICANT & PROPERTY OWNER
William Brennan

DATE
May 7, 2025

PROPERTY ADDRESS/LOCATION
14633 Main Street / PINS: 22-21-200-046, 22-21-200-016 & 22-21-200-024

BRIEF SUMMARY OF REQUEST

William Brennan, the property owner, is requesting annexation and rezoning of 0.4938 acres at 14633 Main Street to the R-5, Single-Family Attached Residential District. Annexation would allow the property to connect to Village utilities for the existing home or potential future use. No construction or redevelopment is proposed at this time.

The R-5 District permits a range of residential uses, including single-family homes, two-family detached dwellings, duplexes, and townhomes. Additional permitted uses include bed and breakfasts, parks, playgrounds, and government facilities. Certain uses—such as planned unit developments, assisted living facilities, nursing homes, libraries, lodges, childcare facilities, schools, and places of worship—are classified as special uses. These require a public hearing, review by the Planning and Zoning Commission, and final approval by the Village Board to ensure compatibility with the surrounding area. A complete list of permitted and special uses is provided in the attached Table 17-06-01.



Source: Cook County GIS 2024 Aerial Imagery; Parcels highlighted in RED

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	REQUESTED ACTIONS	SIZE OF PROPERTY
Unincorporated Cook County R-4, Single-Family Residence District	Detached Single-Family home	**North**: Village of Lemont B-4 (Forge) and Unincorporated I-1, Restricted Industrial District (Canadian National Railroad) **South**: Village of Lemont R-5 / Franciscan Village **East**: Unincorporated Cook County R-4, Single-Family Residence District / Existing detached single-family home **West**: Unincorporated R-4, Single-Family Residence District / Existing detached single-family home	Annexation and Rezoning to R-5	0.4963-acres

PROPERTY HISTORY

The subject property is located on the north side of Main Street, just west of the intersection with Walker Road. It is part of a small group of residential lots situated between Main Street and the Canadian National Railway line. This portion of Main Street features a mix of single-family homes on relatively deep and narrow lots. Improved with a one-story, cottage-style brick home built in 1963, the lot includes mature trees and open lawn space, and the home is consistent in scale and era with nearby residences to the west and east. The home also contains a long driveway, parking area, front walkway, and rear deck. A detached garage previously located at the end of the driveway has been removed.

Directly across Main Street is a senior living community developed under the same R-5 zoning designation. While both sides of the street are residential, the senior community includes independent living, assisted living, nursing care, and rehabilitation services, and is organized as a larger, purpose-built campus, in contrast to the individually developed single-family homes on the north side.

COMPATIBILITY with the COMPREHENSIVE PLAN	**COMPATIBILITY** with the UNIFIED DEVELOPMENT ORDINANCE
The subject property's future land use in the Lemont 2030 Comprehensive Plan is Multi-Family Midrise (MFM).	The proposal is compatible with the UDO as there are no improvements planned following annexation and rezoning.

ATTACHMENTS

1. Staff Analysis
2. Site Photographs
3. Plat of Annexation
4. Use Table 17-06-01

Attachment 1 – Staff Analysis – 14633 Annexation & Rezoning

Comprehensive Plan.

The Lemont 2030 Comprehensive Plan identifies the subject property's future land use as Multi-Family Midrise (MFM). This category supports larger-scale residential development, such as apartment complexes and multi-building condominium communities. These developments are generally intended for sites of at least 10 acres and are expected to include shared amenities like clubhouses, pools, and coordinated open spaces.

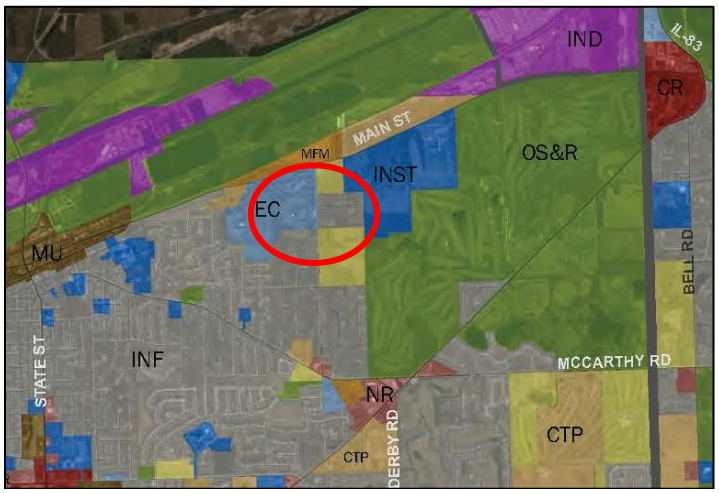


Figure 1: Comp Plan Future Land Use Map

At just under 0.5 acres, the subject property is significantly smaller than what is typically envisioned for MFM development. While the designation reflects a broader vision for this area of Main Street, the size of the parcel limits its ability to support that level of intensity on its own. This context should be considered when evaluating land use and zoning compatibility.

Although no development plan is proposed at this time, annexation and rezoning to R-5 would be generally consistent with the Comprehensive Plan's intent. The Plan emphasizes the importance of expanding the Village's boundaries through strategic annexation and applying appropriate zoning to guide future growth.

REZONING ANALYSIS

Upon annexation, the subject property will automatically be assigned the Village's default R-1, Single-Family Residential zoning designation. The applicant is also requesting rezoning to the R-5, Single-Family Attached Residential District to allow for a broader range of residential options.

The R-5 district is intended to provide medium-density areas for single-family attached dwellings, including duplexes, two-family detached homes, and townhomes. No development proposal is included with this request. However, rezoning to R-5 would offer increased flexibility for future residential reinvestment or small-scale infill. At just under 0.5 acres, the

site is not large enough to support the multi-building development envisioned in the Comprehensive Plan, but it may accommodate modest residential use consistent with R-5 standards. Duplexes and townhomes are permitted by right in the R-5 district, provided all applicable requirements of the Unified Development Ordinance are met.

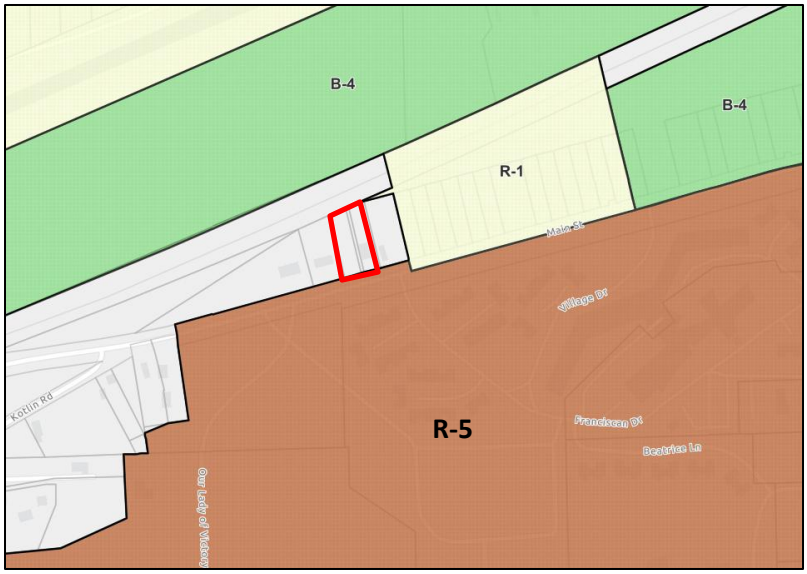


Figure 2: Village of Lemont Surrounding Zoning

The R-5 designation is consistent with zoning applied to other properties along this section of Main Street, including the senior living community directly to the south, and supports a compatible and adaptable residential pattern for the area.

The R-5, Single-Family Attached Residential District includes the following minimum lot and setback standards for residential uses:

- **Minimum lot size**: 10,000 sq. ft.
- **Minimum lot area per dwelling unit**: 3,000 sq. ft.
- **Minimum lot width**: 80 feet
- **Minimum front yard setback**: 25 feet
- **Minimum side yard setback**: 15 feet
- **Minimum corner side yard setback**: 25 feet
- **Minimum rear yard setback**: 30 feet
- **Maximum building height**: 37 feet
- **Maximum lot coverage**: 65%

Based on the Plat of Annexation for 14633 Main Street, the subject property exceeds the 10,000-square-foot minimum lot size and appears to meet the 80-foot minimum lot width. A review of the site and aerial imagery suggests the existing home is sufficiently set back from all lot lines to meet the required front, side, and rear yard setbacks. No zoning relief would be necessary for the existing structure under the R-5 standards. Any future redevelopment or additions would be required to comply with all applicable provisions of the Village's Unified Development Ordinance.

STANDARDS FOR REZONING

Illinois courts have used an established set of criteria when evaluating the validity of zoning changes. The criteria are known as the LaSalle factors serve as a useful guide to planners and appointed and elected officials who are contemplating zoning changes. The LaSalle factors are as follows:

1. *The compatibility with the existing use and zoning of nearby property;*

2. *The extent to which property values of the subject property are diminished by the existing zoning restrictions;*

3. *The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;*

4. *The relative gain to the public, as compared to the hardship imposed upon the applicant;*

5. *The suitability of the subject property for the purposes for which it is presently zoned;*

6. *The length of time that the subject property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;*

7. *The public need for the proposed use; and*

8. *The thoroughness with which the municipality has planned and zoned its land use.*

The proposed rezoning to R-5, Single-Family Attached Residential District, is consistent with surrounding land uses and zoning. The property is located along a corridor that includes a mix of residential development, including single-family homes to the north and west and a senior living community zoned R-5 directly across Main Street. Under the existing Cook County R-4 zoning, the property is limited to single-family residential use and is intended to support an urban character without the expectation of individual sewage disposal systems. While this district accommodates smaller lot sizes, it does not provide the flexibility or infrastructure integration that Village zoning supports.

Rezoning to R-5 would allow a broader range of housing types—such as duplexes, two-family detached homes, and townhomes—while remaining residential in character. The shift to Village zoning would enable connection to municipal utilities and open the door to reinvestment options that are consistent with both the physical setting and the Village's broader planning goals. While no specific development is proposed at this time, R-5 zoning creates more opportunity for future residential use, particularly for modest infill on a lot that is otherwise limited under County jurisdiction.

The proposed rezoning supports the public health, safety, and welfare by facilitating the extension of utilities, bringing the parcel under consistent local land use control, and aligning zoning with infrastructure capacity. The gain to the public includes better long-term planning oversight and service provision, while the applicant benefits from greater use flexibility. Although the property is developed and not vacant, it has seen minimal reinvestment in recent years and is currently underutilized compared to adjacent annexed properties. The existing County R-4 zoning does not reflect the property's full potential within the Village context.

Moreover, while the Comprehensive Plan designates the area for Multi-Family Midrise (MFM) development, the subject property—at just under 0.5 acres—is significantly smaller than the 10-acre minimum typically associated with that designation. The proposed R-5 zoning provides a realistic, incremental step that aligns with the broader land use vision, without exceeding what the site can reasonably accommodate. This request reflects a thoughtful application of zoning principles and is consistent with the Village's comprehensive planning and zoning practices.

CONCLUSION

The proposed annexation and rezoning of the subject property at 14633 Main Street would bring the parcel under Village jurisdiction and apply a zoning classification that provides greater flexibility for potential future residential use. While the property is designated Multi-Family Midrise (MFM) in the Lemont 2030 Comprehensive Plan, its limited size—at just under 0.5 acres—makes it unlikely to accommodate development at the scale typically envisioned by that designation. Rezoning to R-5 represents a practical alternative that is compatible with surrounding residential uses and zoning, particularly the senior living community directly across Main Street.

Although no development is currently proposed, the R-5 zoning district allows a range of residential uses that could be appropriate for the site, subject to compliance with the Village's Unified Development Ordinance. Bringing the property into the Village would also enable connection to municipal utilities and ensure any future improvements are reviewed under local regulations.

Given that no development application has been submitted at this time, the Plan Commission may wish to consider including a reversion clause in the rezoning ordinance. This clause would revert the zoning from R-5 back to R-1 if a complete development application is not filed within a specified period (i.e. 12, 18 or 24 months). This approach has been used effectively in similar situations and may help ensure that zoning reflects active development intent while supporting the Village's long-term planning goals.

Attachment 2 - Site Photographs



Figure 1. Subject property looking north from Main Street



Figure 2. Aerial image of subject property outlined in orange.

Associated Surveying Group, LLC
Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-9205 FAX: 630-759-9291

PLAT OF ANNEXATION

TO

THE VILLAGE OF LEMONT, ILLINOIS

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P.I.N.: 22-21-200-016, 22-21-200-024, 22-21-200-046

COMMONLY KNOWN AS: 14633 MAIN STREET, LEMONT, ILLINOIS

(ASSUMED NORTH)
SCALE 1"= 40'
10 0 10 20 30 40
GRAPHIC SCALE
(IN FEET)

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

AREA
21510.1773 SQ. FT.
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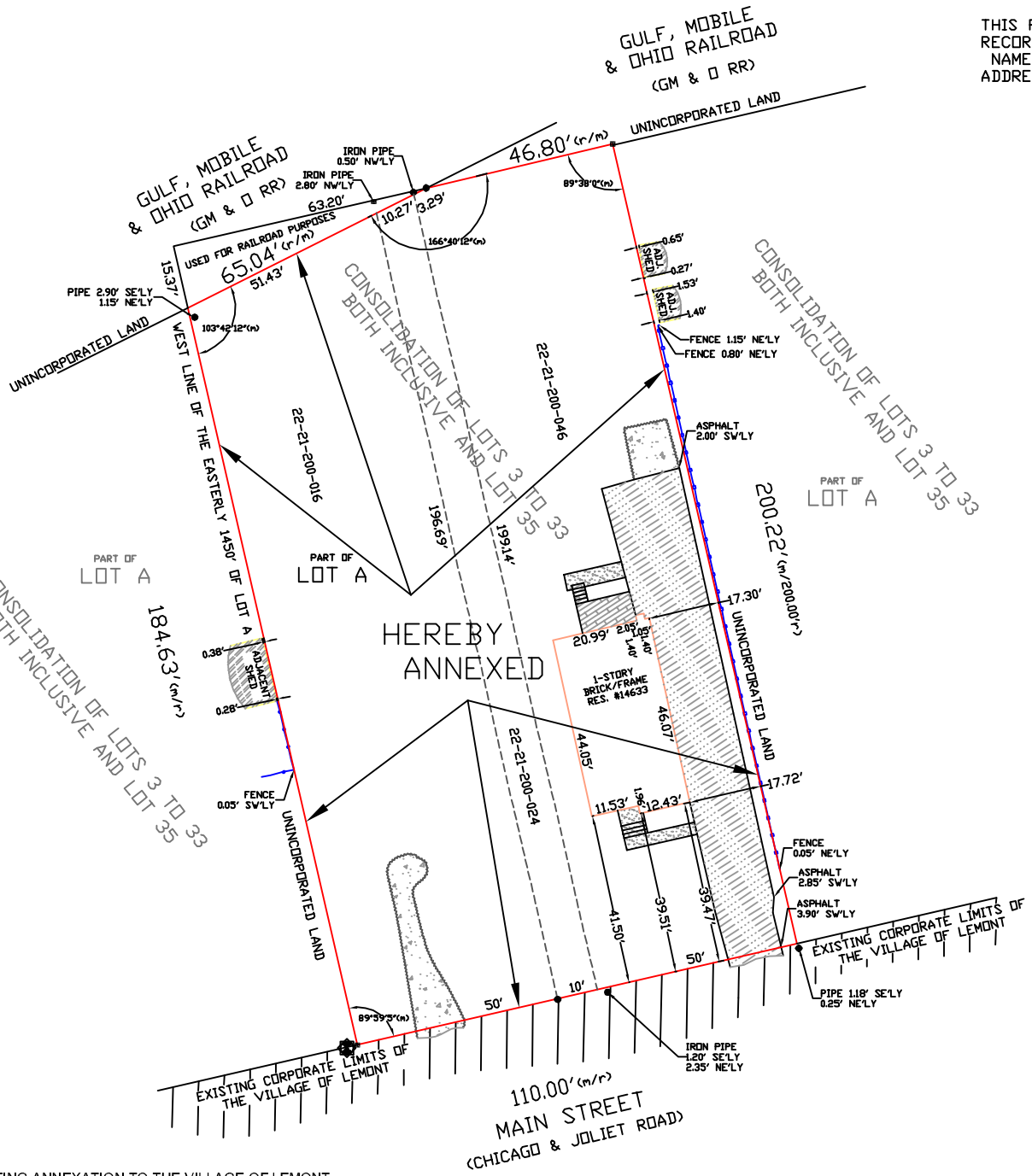

IRREVOCABLE PETITION REQUESTING ANNEXATION TO THE VILLAGE OF LEMONT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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WHEREFORE, YOUR PETITIONER RESPECTFULLY REQUEST THE CORPORATE AUTHORITIES OF THE VILLAGE OF LEMONT TO ANNEX THE ABOVE DESCRIBED TERRITORY TO THE VILLAGE OF LEMONT.

NAME
(PRINTED): _____

SIGNATURE: _____

ADDRESS: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF WILL }

I, MICHAEL G. HERWY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002900, DO HEREBY CERTIFY THAT I HAVE DRAWN FROM RECORDS THE ABOVE-DESCRIBED PROPERTY, AND THAT IS PLAT WAS PREPARED FOR THE PURPOSES OF ANNEXATION TO THE VILLAGE OF LEMONT, AND THAT IS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

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

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 2025.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-002900 LICENSE EXPIRES: 11/30/26

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

THIS _____ DAY OF _____, A.D., 20_____.
DATE MONTH

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

NOTARY'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

I, _____, A NOTARY PUBLIC IN AND FOR SAID
PRINT NAME
COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT WILLIAM BRENNAN, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING PETITION FOR ANNEXATION, APPEARED BEFORE ME THIS DAY IN PERSON AND BEING THEREUNTO DULY AUTHORIZED, SIGNED AND DELIVERED THE SAID PETITION FOR ANNEXATION AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES ON _____ _____, 20_____.
MONTH DATE

ABBREVIATIONS:
N'LY = NORTHERLY
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(r) = RECORD VALUE
(m) = MEASURED VALUE

LEGEND:
(NOT TO SCALE)
ASPHALT
CONCRETE
IRON PIPE
REBAR/RO
UTILITY POLE
WOOD FENCE
ALL OTHER FENCE TYPES

CLIENT BRENNAN JOB NO. 90320-24

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
RESIDENTIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Household Living																		
Single-family dwelling	-	-	-	S	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Duplex	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	S	P
Two-family detached dwelling	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Town house	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Multi-family dwelling	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Group Living																		
Assisted living facility	-	-	-	-	S	-	-	-	-	-	S	S	S	-	-	S	S	S
Group home	-	-	-	-	S	-	-	-	-	-	S	S	S	-	-	S	S	S
Nursing home	-	-	-	-	S	-	-	-	-	-	P	S	S	-	-	S	S	S
Transition shelter	-	-	-	-	S	-	-	-	-	-	S	S	S	S	-	S	S	S
Group living not otherwise classified	-	-	-	-	S	-	-	-	-	-	S	S	S	S	S	S	S	S
COMMERCIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Adult Uses																		
Adult bookstores, video stores, movie theaters	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Adult entertainment	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Animal Services																		
Animal grooming sales and service	P	P	P	P	-	-	-	-	-		-	-	-	-	-	-	-	-
Animal hospital/veterinarian	-	P	P	P	-	-	-	-	-		-	-	-	-	-	-	-	-
Animal shelter/kennel	-	-	P	-	-	-	-	-	-		-	-	-	-	-	-	-	-
Commercial Recreation																		
Entertainment Complex	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Indoor Recreation	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Amusement Arcade	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health and sports clubs	S	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Golf Course, Public or Private	-	-	S	-	-	S	-	-	-	-	S	S	S	S	S	S	S	S
Outdoor recreation	-	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Construction Contractor Office/Yard																		
Construction Contractor Office, consistent with the requirements of §17.06.170 of this ordinance.	P	P	-	S	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Construction Contractor Office with Yard	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Drive-Through Establishments		S																
Eating and Drinking Establishments (Note: Drive-throughs require special use)																		
Brew-pub/microbrewery	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Distillery with tasting room	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Café, coffee shop, soda fountain	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nightclub	-	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor dining as allowed under §17.06.120 of this ordinance	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Restaurant	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restaurant, formula (fast food)	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Specialty food shop/carry-out	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tavern	S	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financial Services (Note: Drive-throughs, other than ATMs, require special use)																		
Bank, credit union, savings & loan	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Brokerage or financial advising	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Money exchange or payday loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Food and Beverage Retail Sales																		
Convenience store	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grocery store/supermarket	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liquor stsore	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funeral and Internment Services																		
Crematorium	S	S	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Funeral home	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping																		
Garden center	P	P	P	~~P~~ -	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Landscaping/nursery	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Lodging																		
Bed and breakfast	P	P	-	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Campground	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel/motel	S	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Youth hostel	S	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Short-term rentals	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical																		
Hospital	-	S	-	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical clinic or office	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office (except as more specifically regulated)																		
Office with GFA less than/equal to 2,499 sq ft	P	P	-	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Office with GFA less than/equal to 7,500 sq ft but greater than/equal to 2,500 sq ft	P	P	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Office with GFA over 7,500 sq ft	-	P	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Parking, Commercial																		
Garage as principle use	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-accessory parking lot	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail Sales and Service (except as more specifically regulated)																		
Banquet hall	-	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fortune telling business	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-
Flea market/farmer's market	S	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Hardware store/Home improvement center	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lumberyard		S	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Pawnshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Personal services	P	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA less than 15,000 sq ft	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA 15,000 - 24,999 sq ft	-	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA 25,000 or more sq ft	-	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wholesale sales	-	S	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Smoking, hookah or vape lounge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tatoo parlor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle-Related Land Uses																		
Auto body and auto repair	S	S	-	S	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Automobile sales and service	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto supply or auto accessory	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boat/RV sales,service, or storage	-	S	-		-	-	P	P	P	-	-	-	-	-	-	-	-	-
Car wash	-	P	-	-	-	-	-			-	-	-	-	-	-	-	-	-
Heavy equipment sales or service	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-
Service station	S	P	-	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Vehicle storage and towing	-	-	-	-	-	-	-	S	S	-	-	-	-	-	-	-	-	-
INDUSTRIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Industry and Manufacturing																		
Light industry	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Medium industry	-	-	-	-	-	-	S	S	P	-	-	-	-	-	-	-	-	-
Heavy industry	-	-	-	-	-	-	S	S	S	S	-	-	-	-	-	-	-	-
Asphalt manufacture or refining	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-
Chemical manufacturing or storage	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-
Container storage yard	-	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-
Freight transportation terminal	-	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-
Outside display/storage not permitted under §17.06.120 of this ordinance	-	-	-	-	S	-	S	S	S	S	-	-	-	-	-	-	-	-
Self-storage facility	-	S	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
PUBLIC, CIVIC, EDUCATIONAL, OTHER	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Agriculture																		
Agriculture, consistent with §17.06.160 of this ordinance	-	S	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-
Farm stand	P	P	-	-	-	S	-	-	-	-	P	P	-	-	-	-	-	-
Greenhouse, commercial	P	P	-	-		-				-	P	P	-	-	-	-	-	-
Roadside market on lots of 5 acres or more	-	P	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-
Civic and civic-related																		
Library, public	S	S	-	-	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Lodge, fraternal and civic assembly	S	S	-	P	-	-	-	-	-	-	S	S	S	S	S	S	S	S

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Government facilities	P	P	-	P	P	S	-	-	-	-	P	P	P	P	P	P	P	P
Parks and playgrounds	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Postal service	S	S	-	P	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Child care facilities																		
Child care facilities other than day care home and foster home	S	S	-	S	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Day care home	P	P	-	P	-	-	-	-	-		P	P	P	P	P	P	P	P
Foster home	-	S	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Educational facilities																		
College and university	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
School, K thru high school	-	-	-	S	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Trade school	S	S	-	S	S	-	-	-	-	-	S	S	S	S	S	S	S	S
Religious use																		
Religious assembly	P	P	-	S	P	-	-	-	-	-	P	S	S	S	S	S	S	S
Religious institution	S	S	-	S	P	-	-	-	-	-	P	S	S	S	S	S	S	S
Other																		
Telecommunications tower		S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Small Cell Facility or Small Cell Antenna in Right-of-Way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Small Cell Facility or Small Cell Antenna in Private Property	P	P	P	S	P	S	P	P	P	P	S	S	S	S	S	S	S	S
Cemetery	S	S	S	-	-	S	-	-	-	-	S	S	S	S	-	S	S	S
Heliport	-	-	-	-	S		-	-	-	S	-	-	-	-	-	-	-	-
Cultivation Center	-	-	-	-	-		-	-	S	S	-	-	-	-	-	-	-	-
Medical Cannabis Dispensing Organization	-	-	-	-	-		-	-	S	S	-	-	-	-	-	-	-	-
Planned unit development	S	S	S	S	S	-	S	S	S	-	S	S	S	S	S	S	S	S
Parking lot as an accessory structure permitted to be located elsewhere than on the same zoning lot for which a primary structure or building is located and served by such parking lot	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Railroad rights-of-way, excluding classification yards, terminal facilities, and maintenance facilities	P	P	P	P	-	-	P	P	P	-	-	-	P	P	-	P	P	P
Temporary uses consistent with other permitted uses in the zoning district	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities, as part of subdivision plat	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P
Utilities, not as part of subdivision plat and not regulated more specifically by Ordinance O-94-07, Standards for the Construction of Facilities in the Public Right of Way.	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S

Village of Lemont
Planning and Zoning Commission
Regular Meeting of May 7, 2025

A regular meeting of the Plan Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, April 9, 2025, 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 6:31 p.m. He then led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:
Present: Cunningham, McGleam, Pawlak, Studebaker
Absent: Carmody, O'Connor, Zolecki

Community Development Director Jason Berry and Village Trustee Stapleton were also present.

C. Approval of Minutes

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to approve the minutes from the April 9, 2025, meeting with no changes. A roll call vote was taken:
Ayes: McGleam, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

II. CHAIRMAN'S COMMENTS

Chairman Studebaker greeted the audience and then asked if anyone was planning on speaking this evening to please stand and raise his/her right hand. He then administered the oath.

III. PUBLIC HEARINGS

A. CASE 2025-05 – 14366 MAIN STREET ANNEXATION & REZONING

Chairman Studebaker called for a motion to open the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Pawlak to open the public hearing for Case 2025-05. A roll call vote was taken:
Ayes: McGleam, Pawlak, Cunningham, Studebaker
Nays: None
Motion passed

Staff Presentation

Jason Berry, Community Development Director, said William Brennan, owns the property at 14366 Main Street which is under half an acre. He is requesting annexation into the Village and rezoning to R-5, the Single-Family Attached Residential District. The property is currently in Unincorporated Cook County and zoned R-4. The R-5 zoning would allow for a range of residential uses and is consistent with the Franciscan Village property that is south on Main Street.

This is the only property that is being considered for annexation at this time. The Lemont 2030 Comprehensive Plan designates this area as Multi-Family Mid-Rise (MFM). The R-5 zoning is consistent with that, although the property itself is too small to accommodate the scale of development and vision for MFM. On the property, there is an existing one-story bungalow-type home on the lot. The existing home meets the standards of R-5A, which is important for when we consider rezoning with an existing structure. The rezoning meets the LaSalle Factors that are used in the consideration of a rezoning. In conclusion, the property is consistent with Lemont's 2030 Comprehensive Plan. It is compatible with the surrounding land use and Village zoning and is supported by the LaSalle Standards. One recommendation from staff is to add a reversion clause on the rezoning. That may be a consideration or discussion with the applicant.

Chairman Studebaker asked if there were any questions from the Commission for staff.

Commissioner McGleam asked if this lot was big enough to accommodate any multi-development.

Mr. Berry stated it could accommodate a duplex. He and Mr. Brennan sat down and looked at some scenarios where you could put like a duplex or a two-flat on it but nothing larger than that.

Commissioner McGleam asked if this property was currently on well and septic.

Mr. Berry said yes it is. There is water that the Village has run all the way down to Walker Road. The only way you could get to that water is to annex into the Village.

Commissioner McGleam asked if the property owner would be forced to connect to Lemont water and sewer.

Mr. Berry stated not the current property owner, but upon redevelopment, as part of the UDO, you would be required to. They would get sewer from across the street at Franciscan and the water is right in the front yard on the north side of Main Street.

Chairman Studebaker asked what the future would be for the property to the east and west of this. He asked if there was any thought of this becoming consolidated.

Mr. Berry said he thinks Mr. Brennan's long-term plans would be to have a single development parcel here.

Village Trustee Stapleton asked if there was a ten-foot easement in the middle of the property.

Applicant Presentation

Mr. Brennan stated what he is planning is a subdivision and dividing it into two lots. He will take out that ten-foot easement. The property to the east is R-6 Multi-Family which is a three to four-story building. Directly east is an old house that needs to be torn down. He is in the process of trying to buy it. To the west are two residential homes that are being rented out. He feels this would fit in with a two flat.

Chairman Studebaker asked what he would be thinking of doing if he was able to consolidate all of this.

Mr. Brennan said R-6.

Chairman Studebaker asked if the property goes all the way to Walker Road.

Mr. Brennan stated it goes to Boyer Street. Currently, that other property is zoned R-6 to Boyer.

Chairman Studebaker asked if he would hold onto this property until he gets everything worked out.

Mr. Brennan said this property would stand alone. The idea would be to put R-5 two-flat on the property.

Chairman Studebaker asked if there were any further questions for the applicant from the Commission. None responded. He then asked if there was anyone in the audience who wanted to speak in regard to this public hearing.

Public Comment

None responded.

Chairman Studebaker then called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to close the public hearing for Case 2025-05. A roll call vote was taken:
Ayes: McGleam, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

Plan Commission Discussion

Chairman Studebaker asked what the recommendation was for the reversion clause.

Mr. Berry stated it was two years. The applicant can ask for an extension through the Village Board.

Commissioner McGleam asked if there was any risk if they did not add the clause.

Mr. Berry said he is not sure if there is a risk, especially for such a small parcel.

Chairman Studebaker called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner McGleam made a motion, seconded by Commission Cunningham to recommend to the Mayor and Board of Trustees approval of Case 2025-05 – 14633 Main Street Annexation and Rezoning. A roll call vote was taken:
Ayes: McGleam, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
RESIDENTIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Household Living																		
Single-family dwelling	-	-	-	S	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Duplex	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	S	P
Two-family detached dwelling	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Town house	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Multi-family dwelling	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Group Living																		
Assisted living facility	-	-	-	-	S	-	-	-	-	-	S	S	S	-	-	S	S	S
Group home	-	-	-	-	S	-	-	-	-	-	S	S	S	-	-	S	S	S
Nursing home	-	-	-	-	S	-	-	-	-	-	P	S	S	-	-	S	S	S
Transition shelter	-	-	-	-	S	-	-	-	-	-	S	S	S	S	-	S	S	S
Group living not otherwise classified	-	-	-	-	S	-	-	-	-	-	S	S	S	S	S	S	S	S
COMMERCIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Adult Uses																		
Adult bookstores, video stores, movie theaters	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Adult entertainment	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Animal Services																		
Animal grooming sales and service	P	P	P	P	-	-	-	-	-		-	-	-	-	-	-	-	-
Animal hospital/veterinarian	-	P	P	P	-	-	-	-	-		-	-	-	-	-	-	-	-
Animal shelter/kennel	-	-	P	-	-	-	-	-	-		-	-	-	-	-	-	-	-
Commercial Recreation																		
Entertainment Complex	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Indoor Recreation	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Amusement Arcade	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health and sports clubs	S	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Golf Course, Public or Private	-	-	S	-	-	S	-	-	-	-	S	S	S	S	S	S	S	S
Outdoor recreation	-	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Construction Contractor Office/Yard																		
Construction Contractor Office, consistent with the requirements of §17.06.170 of this ordinance.	P	P	-	S	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Construction Contractor Office with Yard	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Drive-Through Establishments		S																
Eating and Drinking Establishments (Note: Drive-throughs require special use)																		
Brew-pub/microbrewery	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Distillery with tasting room	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Café, coffee shop, soda fountain	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nightclub	-	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor dining as allowed under §17.06.120 of this ordinance	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Restaurant	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restaurant, formula (fast food)	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Specialty food shop/carry-out	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tavern	S	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financial Services (Note: Drive-throughs, other than ATMs, require special use)																		
Bank, credit union, savings & loan	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Brokerage or financial advising	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Money exchange or payday loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Food and Beverage Retail Sales																		
Convenience store	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grocery store/supermarket	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liquor stsore	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funeral and Internment Services																		
Crematorium	S	S	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Funeral home	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping																		
Garden center	P	P	P	~~P~~ -	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Landscaping/nursery	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Lodging																		
Bed and breakfast	P	P	-	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Campground	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel/motel	S	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Youth hostel	S	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Short-term rentals	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical																		
Hospital	-	S	-	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical clinic or office	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office (except as more specifically regulated)																		
Office with GFA less than/equal to 2,499 sq ft	P	P	-	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Office with GFA less than/equal to 7,500 sq ft but greater than/equal to 2,500 sq ft	P	P	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Office with GFA over 7,500 sq ft	-	P	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Parking, Commercial																		
Garage as principle use	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-accessory parking lot	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail Sales and Service (except as more specifically regulated)																		
Banquet hall	-	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fortune telling business	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-
Flea market/farmer's market	S	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Hardware store/Home improvement center	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lumberyard		S	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Pawnshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Personal services	P	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA less than 15,000 sq ft	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA 15,000 - 24,999 sq ft	-	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA 25,000 or more sq ft	-	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wholesale sales	-	S	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Smoking, hookah or vape lounge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tatoo parlor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle-Related Land Uses																		
Auto body and auto repair	S	S	-	S	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Automobile sales and service	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto supply or auto accessory	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boat/RV sales,service, or storage	-	S	-		-	-	P	P	P	-	-	-	-	-	-	-	-	-
Car wash	-	P	-	-	-	-	-			-	-	-	-	-	-	-	-	-
Heavy equipment sales or service	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-
Service station	S	P	-	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Vehicle storage and towing	-	-	-	-	-	-	-	S	S	-	-	-	-	-	-	-	-	-
INDUSTRIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Industry and Manufacturing																		
Light industry	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Medium industry	-	-	-	-	-	-	S	S	P	-	-	-	-	-	-	-	-	-
Heavy industry	-	-	-	-	-	-	S	S	S	S	-	-	-	-	-	-	-	-
Asphalt manufacture or refining	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-
Chemical manufacturing or storage	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-
Container storage yard	-	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-
Freight transportation terminal	-	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-
Outside display/storage not permitted under §17.06.120 of this ordinance	-	-	-	-	S	-	S	S	S	S	-	-	-	-	-	-	-	-
Self-storage facility	-	S	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
PUBLIC, CIVIC, EDUCATIONAL, OTHER	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Agriculture																		
Agriculture, consistent with §17.06.160 of this ordinance	-	S	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-
Farm stand	P	P	-	-	-	S	-	-	-	-	P	P	-	-	-	-	-	-
Greenhouse, commercial	P	P	-	-		-				-	P	P	-	-	-	-	-	-
Roadside market on lots of 5 acres or more	-	P	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-
Civic and civic-related																		
Library, public	S	S	-	-	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Lodge, fraternal and civic assembly	S	S	-	P	-	-	-	-	-	-	S	S	S	S	S	S	S	S

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Government facilities	P	P	-	P	P	S	-	-	-	-	P	P	P	P	P	P	P	P
Parks and playgrounds	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Postal service	S	S	-	P	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Child care facilities																		
Child care facilities other than day care home and foster home	S	S	-	S	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Day care home	P	P	-	P	-	-	-	-	-		P	P	P	P	P	P	P	P
Foster home	-	S	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Educational facilities																		
College and university	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
School, K thru high school	-	-	-	S	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Trade school	S	S	-	S	S	-	-	-	-	-	S	S	S	S	S	S	S	S
Religious use																		
Religious assembly	P	P	-	S	P	-	-	-	-	-	P	S	S	S	S	S	S	S
Religious institution	S	S	-	S	P	-	-	-	-	-	P	S	S	S	S	S	S	S
Other																		
Telecommunications tower		S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Small Cell Facility or Small Cell Antenna in Right-of-Way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Small Cell Facility or Small Cell Antenna in Private Property	P	P	P	S	P	S	P	P	P	P	S	S	S	S	S	S	S	S
Cemetery	S	S	S	-	-	S	-	-	-	-	S	S	S	S	-	S	S	S
Heliport	-	-	-	-	S		-	-	-	S	-	-	-	-	-	-	-	-
Cultivation Center	-	-	-	-	-		-	-	S	S	-	-	-	-	-	-	-	-
Medical Cannabis Dispensing Organization	-	-	-	-	-		-	-	S	S	-	-	-	-	-	-	-	-
Planned unit development	S	S	S	S	S	-	S	S	S	-	S	S	S	S	S	S	S	S
Parking lot as an accessory structure permitted to be located elsewhere than on the same zoning lot for which a primary structure or building is located and served by such parking lot	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Railroad rights-of-way, excluding classification yards, terminal facilities, and maintenance facilities	P	P	P	P	-	-	P	P	P	-	-	-	P	P	-	P	P	P
Temporary uses consistent with other permitted uses in the zoning district	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities, as part of subdivision plat	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P
Utilities, not as part of subdivision plat and not regulated more specifically by Ordinance O-94-07, Standards for the Construction of Facilities in the Public Right of Way.	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S

Associated Surveying Group, LLC
Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-9291

PLAT OF RESUBDIVISION

EMILY'S SUBDIVISION

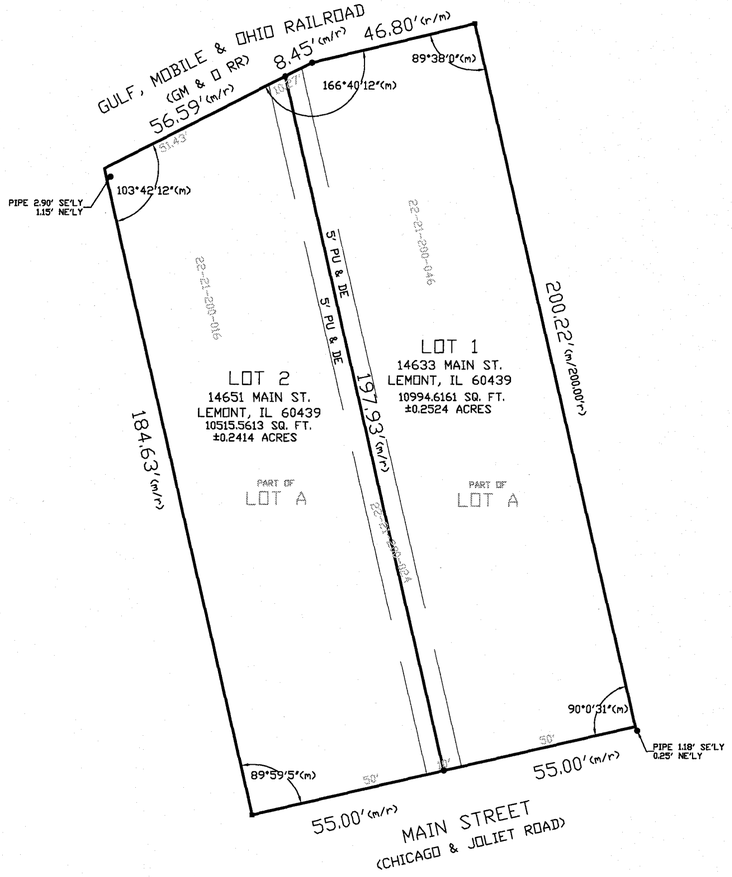
OF

THE WESTERLY 110 FEET OF THE EASTERLY 1450 FEET OF THE SOUTHERLY 200 FEET OF LOT A (AS MEASURED ON THE SOUTHERLY LINE OF LOT A, BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET ROAD) IN CONSOLIDATION OF LOTS 3 TO 33 BOTH INCLUSIVE AND LOT 35 IN THE COUNTY CLERK'S DIVISION IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 22-21-200-016
PIN NO. 22-21-200-024
PIN NO. 22-21-200-046

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

(ASSUMED NORTH)
SCALE 1"= 30'
20 10 0 10 20 30



OWNER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, William Brennan, do hereby certify that I am the owner of the property described in the caption to the plat hereon drawn and as such owner, I have caused said property to be surveyed and resubdivided as hereon shown, as my own free and voluntary act and deed.

I 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 Easements as stated and shown on this plat.

I further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this resubdivision plat or, if any of said installments are not paid, then such installments have been divided in accordance with the resubdivision 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 _____, 20___.

Owner: _____
William Brennan

OWNER'S NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I,_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Brennan, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:

This _____ day of _____, 20___.

By:_____
Notary Public

SCHOOL DISTRICT CERTIFICATE

State of Illinois } SS
County of Cook }

This is to certify that to the best of my knowledge, I the undersigned as Owner of the property, which will be knows as Emily's Subdivision is located within the boundaries of:

Elementary School District: Lemont - Bromberek 113a
High School District: Lemont High School, Dist. 210
Junior College District: Moraine Valley Community College

in Cook County, Illinois.

Dated this _____ day of _____, 20___.

By:_____
Owner

SCHOOL DISTRICT NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I,_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Brennan, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Owner, appeared before me this day in person and acknowledged that he signed the subdivision plat as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:

This _____ day of _____, 20___.

By:_____
Notary Public

SURFACE WATER DRAINAGE CERTIFICATE

State of Illinois } SS
County of Cook }

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such resubdivision 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 likelihood of damage to the adjoining property because of the construction of the resubdivision.

Dated this ____ day of _____, 20___.

By: _____
Owner

SURVEYOR'S CERTIFICATE

State of Illinois } SS
County of Will }

I, MICHAEL G. HERWY, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and resubdivided the property hereon described in the caption to the plat hereon drawn and that the said plat is a true and correct representation of the same. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit.

I, MICHAEL G. HERWY, further certify that based on examination of the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 17031C0586J, effective date of 08/19/2008, that the parcel included in this record of deed is not located in a special flood hazard area. It's located in Zone X, area determined to be outside the 0.2% annual chance floodplain.

Furthermore, I designate the Village of Lemont to act as my agent, for the purposes of recording this document.

Dated this 10th day of March, 2025.

By: _____
Illinois Professional Land Surveyor
License No.: 35-002900
License Expires: November 30, 2026

NICOR CORPORATION/NICOR GAS COMPANY

An easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys as required to provide the subdivision 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

An 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 (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.

COM ED COMPANY AND AT&T CORPORATION

An easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys required to provide the subdivision 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.

VILLAGE ENGINEER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, Village Engineer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, hereby certify that the land improvements in this resubdivision, 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 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, Cook County, Illinois, this ____ day of _____, 20___.

_____
Village Treasurer

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

State of Illinois } SS
County of Cook }

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois at a Public Meeting held:

This _____ day of _____, 20___.

By: _____
President

Attest: _____
Village Clerk

COOK COUNTY HIGHWAY CERTIFICATE

The following certificate relates to the Cook County Department of Transportation and Highways entrance permit number_____

State of Illinois } SS
County of Cook }

This plat has been approved by the Cook County Department of Transpiration and Highways with respect to roadway access pursuant to 765 ILCS 205/2. However, a Highway Permit conforming to the Standards of Cook County Department of Transportation and Highways is required by the owner of the property for this access.

This _____ day of _____, 20___.

_____
Superintendent of Transportation and Highways
Cook County, Illinois

STATE OF ILLINOIS HIGHWAY CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to §2 of "An Act to revise the law in relation to plats," as amended. A plan that meets the requirements contrained in the Department's "Policy of Permits for Access Driveways to State Highways" will be required by the Department.

_____
John A. Fortmann, P.E.
Deputy Director of Highways

UTILITY AND DRAINAGE EASEMENT PROVISIONS

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU & DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Lemont and to Village approval as to design and location.

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

LEGEND:
ASPHALT, BRICK, WALL, CONCRETE, WOOD/PVC, ENCLOSED/COVERED
SET IRON PIPE, CROSS, IRON PIPE, REBAR/ROD, NOTCH, PK NAILS AS NOTCH
CHAIN LINK FENCE, WOOD FENCE, ALL OTHER FENCE TYPES

ABBREVIATIONS:
A = ARC LENGTH
R = RADIUS
CH = CHORD LENGTH
(r) = RECORD VALUE
(m) = MEASURED VALUE
B.S.L. = BUILDING SETBACK LINE
PU & DE = PUBLIC UTILITY & DRAINAGE EASEMENT
NLY = NORTHERLY
S'LY = SOUTHERLY
E'LY = EASTERLY
W'LY = WESTERLY
TYP = TYPICAL

CLIENT: BRENNAN
JOB NO.: 90705-25

NOTES:
1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE. 2. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION. 3. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES. 4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.15 FEET OR MORE. 5. AREA IS BASED ON MEASURED DISTANCES AT TIME OF SURVEY. 6. CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT UNLESS OTHERWISE NOTED.

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: Discussion of Case 2025-08 UDO Amendments
DATE: May 19, 2025

SUMMARY/BACKGROUND
The proposed UDO text amendments are part of a routine update recommended by the Lemont 2030 Comprehensive Plan to ensure the ordinance remains current and responsive. The changes reflect common requests, clarification needs, and input from elected officials and staff. Proposed amendments include:

- New Definitions (Chapter 17.02):
  Adds definitions for Solar Energy System and Wind Power Device to support clarity and consistency in interpreting existing accessory use regulations.
- Accessory Use Standards – INT District (Chapter 17.06.030):
  Increases maximum shed size in the Institutional zoning district from 160 sq ft to 320 sq ft, with a 15-ft height limit, to better accommodate equipment storage needs for schools, public agencies, and similar uses.
- Modify building materials allowed in the INT District. Introduces flexibility to allow metal as a permitted exterior material on building elevations in the INT district, recognizing modern construction practices for public and institutional buildings.

ANALYSIS
Comprehensive Plan
In accordance with the Lemont 2030 Comprehensive Plan, the Unified Development Ordinance (UDO) is intended to be reviewed on an annual basis to ensure it remains aligned with community goals, modern best practices, and evolving development trends.

Planning & Zoning Commission
Staff presented the proposed text amendments to the UDO. The first addresses the absence of a definition for solar energy systems in the ordinance. Although solar and wind devices are currently regulated as accessory structures, the lack of definitions may create interpretation challenges. Definitions for both solar energy systems and wind power devices are proposed for inclusion in Chapter 17.02:

SOLAR ENERGY SYSTEM. An accessory structure or device designed to collect, convert, store, or distribute solar energy for heating, cooling, lighting, or electrical generation. This includes, but is not limited to, photovoltaic panels, solar thermal collectors, inverters, and mounting systems. Solar energy systems may be ground-mounted or building-mounted and are subject to applicable setback, height, and placement standards in this ordinance.

WIND POWER DEVICE. An accessory structure or system designed to convert wind energy into mechanical or electrical power. This includes wind turbines, towers, blades, generators,

and associated equipment. Wind power devices may be mounted on buildings or installed as freestanding structures and are subject to applicable height, setback, and placement standards in this ordinance.

The second amendment was introduced in response to a request from Lemont Township and pertains to the Institutional (INT) zoning district. The amendment would increase the maximum allowed shed size from 160 sq ft (the current standard, consistent with residential districts) to 320 sq ft with a 15-ft height limit. This is intended to accommodate the operational needs of public entities such as the Township, School Districts, Village and some religious institutions.

During discussion, the Plan Commission raised questions regarding the current height allowance for energy systems—specifically the provision allowing structures to extend 12 feet above the district's maximum building height. Staff acknowledged this could result in structures up to 49 feet in height in some districts and agreed to review potential refinements to differentiate solar and wind system standards (e.g., allowing solar equipment to extend only 12 inches above a roof line). There was also clarification that a separate accessory structure could not be connected to a principal structure simply to bypass ordinance limitations.

The Plan Commission voted unanimously (4-0) to recommend approval of the UDO amendments (Case 2025-08), with one condition:

1. Clarify the differentiation between wind and solar energy height standards (in the accessory use table).

Staff is also seeking Village Board feedback on a potential amendment to allow metal as an exterior building material in the Institutional (INT) zoning district. Currently, Section 17.21.040 of the UDO prohibits the use of metal exterior panels on building elevations. However, metal is increasingly incorporated into institutional architecture for its durability, ease of maintenance, and compatibility with contemporary design.

An example of a current proposal can be found in the attachments for First Church of the Nazarene on Bell Road, which illustrates how metal panels may be effectively used in limited applications. As a preliminary step, staff suggests allowing metal as an accent feature on building elevations that do not face public rights-of-way, providing flexibility for institutional projects while maintaining design quality and public-facing standards. First Church of the Nazarene wishes to cover the mansard roof element on the side elevation with decorative metal and create a new entrance from their main parking lot. This item was not reviewed by the Plan Commission and is presented for initial Board discussion prior to preparing formal language or referral.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Discussion of the proposed amendments.

BOARD ACTION REQUESTED
A motion to discuss the proposed amendments.

ATTACHMENTS

PZC Staff Memo & Analysis
Draft PZC Minutes Excerpt
Proposed Modificaitions in INT for Discussion - First Naz Church on Bell Road

STAFF REPORT
TO: Planning & Zoning Commission
FROM: Jamie Tate, AICP, Consulting Planner
THRU: Jason Berry, CEcD, AICP, Community & Economic Development Director

CASE NUMBER & NAME	**APPLICANT**
2025-08 UDO Amendments	Village of Lemont
DATE	**PROPERTY ADDRESS/LOCATION**
May 7, 2025	N/A

BRIEF SUMMARY OF REQUEST

It is appropriate to review and update the Unified Development Ordinance (UDO) periodically to reflect changes in development trends, modernization, policy direction, or to correct errors and omissions. The Lemont 2030 Comprehensive Plan recommends that the Community Development Department and Planning and Zoning Commission (PZC) conduct a review of the UDO at least once annually.

The proposed amendments reflect common requests, prior discussion items from the PZC, issues raised by elected officials, and technical corrections or clarifications identified by staff. Updates currently proposed for consideration include:

- Chapter 17.02 – Definitions
- Chapter 17.06 – Use Regulations
- Other related UDO sections, as appropriate to the discussion

.

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	REQUESTED ACTIONS	SIZE OF PROPERTY
N/A	N/A	N/A	Discussion & Recommendation to approve UDO Amendments	N/A

COMPATIBILITY with the COMPREHENSIVE PLAN	**COMPATIBILITY** with the UNIFIED DEVELOPMENT ORDINANCE
The proposed UDO amendments are consistent with the Lemont 2030 Comprehensive Plan, which encourages annual review and updates to ensure the UDO remains relevant and effective.	The proposed modifications are compatible with the structure and intent of the UDO and are intended to improve clarity, applicability, and consistency across zoning districts.

STAFF RECOMMENDATION: Staff recommends the Commission discuss the proposed amendments and provide feedback, input, and direction for refinement or advancement to the Village Board..

ATTACHMENTS

1. Staff Analysis

Attachment 1 – Staff Analysis – UDO Amendments

For the purpose of discussion, text that is underlined is proposed to be added to the Unified Development Ordinance (UDO) and text that has a strikethrough is proposed to be eliminated from the UDO.

Chapter 17.02 – Definitions

Online code section found here:
https://library.municode.com/il/lemont/codes/code_of_ordinances?nodeId=TIT17UNDEOR_ARTIGEPR_CH17.02DE

Solar Energy System

The proposed amendment adds a definition for Solar Energy System to Section 17.02.020. Solar devices and structures are currently allowed as accessory uses and are referenced in provisions related to height and setback allowances. However, the term "solar" is not formally defined in the UDO, which may lead to ambiguity in interpretation and enforcement.

Adding this definition will improve clarity and consistency across the ordinance, ensuring that references to solar energy systems are understood to include both ground-mounted and building-mounted configurations.

Proposed Definition:

SOLAR ENERGY SYSTEM. An accessory structure or device designed to collect, convert, store, or distribute solar energy for heating, cooling, lighting, or electrical generation. This includes, but is not limited to, photovoltaic panels, solar thermal collectors, inverters, and mounting systems. Solar energy systems may be ground-mounted or building-mounted and are subject to applicable setback, height, and placement standards in this ordinance.

Note: Solar energy systems are currently referenced in Table 17-06-02 (Accessory Uses): "Solar and wind power devices and structures, providing they are at least 7.5 ft from all lot lines. Such devices may be mounted on any elevation of any building on the zoning lot and may extend up to 12 feet above the maximum height permitted in the zoning district in which the lot is found."

Wind Power Device

The proposed amendment also adds a definition for Wind Power Device to Section 17.02.020. Wind systems are similarly referenced in the ordinance as accessory structures but lack a formal definition.

Proposed Definition:

WIND POWER DEVICE. An accessory structure or system designed to convert wind energy into mechanical or electrical power. This includes wind turbines, towers, blades, generators, and associated equipment. Wind power devices may be mounted on buildings or installed as freestanding structures and are subject to applicable height, setback, and placement standards in this ordinance.

Chapter 17.06.030 Accessory Uses:

Online code section found here:
https://library.municode.com/il/lemont/codes/code_of_ordinances?nodeId=TIT17UNDEOR_ARTIIZOZOOR_CH17.06USRE_17.06.030ACUS

Larger Sheds in INT District

This amendment clarifies that sheds are permitted in the INT (Institutional) zoning district and increases the maximum allowable size to better meet the operational needs of institutional land uses, such as schools, religious institutions, and public facilities.

Currently, the UDO limits sheds to 160 square feet across most zoning districts. While this is a common threshold for residential properties, it may be too restrictive for institutional uses. The proposed amendment allows sheds in the INT district to be up to 320 square feet in area, with a maximum height of 15 feet, subject to existing accessory structure standards for placement, setbacks, and screening.

In institutional settings, a shed in the 200–320 sq ft range (e.g., 10×20 or 16×20) is typical and provides sufficient space for maintenance equipment or event materials without approaching the scale of a garage or permanent structure. For reference, 160 sq ft often corresponds to a large residential shed (e.g., 10×16), and increasing the limit in the INT district offers greater flexibility while maintaining zoning control.

CONCLUSIONS & RECOMMENDATION

The proposed Unified Development Ordinance Amendments are meant for discussion and The proposed amendments to the Unified Development Ordinance are provided for discussion. The Plan Commission may recommend the amendments as proposed, with

modifications, or not recommend adoption. Staff welcomes feedback on both the draft language and the broader direction of each topic.

Commissioner McGleam made a motion, seconded by Commissioner Pawlak to authorize the Chairman to approve the Findings of Fact for Case 2025-05 as prepared by staff. A roll call vote was taken:
Ayes: McGleam, Pawlak, Cunningham, Studebaker
Nays: None
Motion passed

B. CASE 2025-08 – UDO AMENDMENTS

Chairman Studebaker called for a motion to open the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to open the public hearing for Case 2025-08. A roll call vote was taken:
Ayes: McGleam, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

Staff Presentation

Mr. Berry stated there are only a few amendments. It came to staff's attention from a colleague who was researching how other municipalities regulate solar energy that they did not have a definition for solar energy. They also wanted to address wind power in the definitions. It is part of the accessory structures so it is regulated for height and setbacks. The next amendment is for institutional districts. It comes by way of request from the Lemont Township. It would only be for institutional areas and would only apply to the Township, School Districts, or the Village. The current size for a shed is a 160 square feet for the district, which is the size of a residential shed. Given that these institutional properties often have larger mowers and equipment that need to be stored they are proposing an amendment that allows a 320 square foot shed.

Trustee Stapleton asked if this would include religious-zoned properties.

Mr. Berry said if they are zoned institutional but he is not sure if any of them are. Most of the churches are in residential districts. It would be the Township property near I-355 and the school across on 127th Street. There is also the school on State Street and Central School.

Commissioner McGleam asked if they could go back to the solar energy section. He is questioning the "12 feet above the maximum height". He asked if a solar or wind power structure could be 49 feet if the maximum building height was 37 feet.

Mr. Berry stated yes it would.

Commissioner Pawlak said he thinks it is more for the ground wind.

Mr. Berry stated a condition can be added to have staff look at separating these two so that solar power devices are 12 inches above. Since they are doing UDO amendments, they could package that with the definition.

Chairman Studebaker asked if there were any further questions for staff from the Commission.

Commissioner Pawlak asked with the wording could someone build a separate structure and then just attach it to the house.

Mr. Berry said they could not.

Chairman Studebaker stated since there is no public present for public comment he called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commission Cunningham to close the public hearing for Case 2025-08. A roll call vote was taken:
Ayes: McGleam, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

Plan Commission Recommendation

Chairman Studebaker called for a motion for a recommendation.

Commissioner Cunningham made a motion, seconded by Commission McGleam to recommend to the Mayor and Board of Trustees approval of Case 2025-08 – UDO Amendments with the following condition:
1. Clarify the differentiation between wind and solar height.

A roll call vote was taken:
Ayes: Cunningham, McGleam, Pawlak, Studebaker
Nays: None
Motion passed

Commissioner McGleam made a motion, seconded by Commissioner Pawlak to authorize the Chairman to approve the Findings of Fact for Case 2025-08 as prepared by staff. A roll call vote was taken:

Ayes: McGleam, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

IV. ACTION ITEMS

None

V. GENERAL DISCUSSION

Commissioner McGleam asked if staff had any updates on the Sun Hill Plaza.

Mr. Berry said they are still working on getting the medical user for the building in the back. Rich Rymek is the developer and his focus at this time is the big development in New Lenox.

Commissioner Cunningham asked if there was utility work going on at 127th and State Street.

Mr. Berry stated the Village is planning on resurfacing State Street. He is not sure if Public Works has to do something. The equipment there could be related to the demolition of the Century 21 building.

Chairman Studebaker asked if there was any information regarding the trailers on New Avenue.

Mr. Berry said staff is trying to find out more information and is aware of how high they are stacked. The property is unincorporated so they are trying to find out more from the County.

Chairman Studebaker stated they needed to look at the parcels on Main Street near Route 83. The trucks keep getting closer to the road. He asked how they could help that situation.

Mr. Berry said the J B Hunt property was willing to meet the demands for landscape and fencing. If it does get built that is something they could use as an example going forward, but some of those properties have been there a long time.

Discussion continued regarding truck transportation terminals.

Commissioner Cunningham asked about the property just west when you come over the bridge.

Mr. Berry stated that will be a nice project. The developer's wife owns Solana Spa at the Lofts. Her spa will move into the first floor. On the second floor, there will be two apartments on the Main Street side buffered by an office on the Illinois Street side.

Chairman Studebaker asked if there were any plans to redo Illinois Street this year.

Mr. Berry said Illinois Street is IDOT jurisdiction so they should be repairing the road. Staff has been appealing to them that they need their help with repairing that road. In the meantime, there will be patchwork done by the Village.

VI. AUDIENCE PARTICIPATION

None

VII. ADJOURNMENT

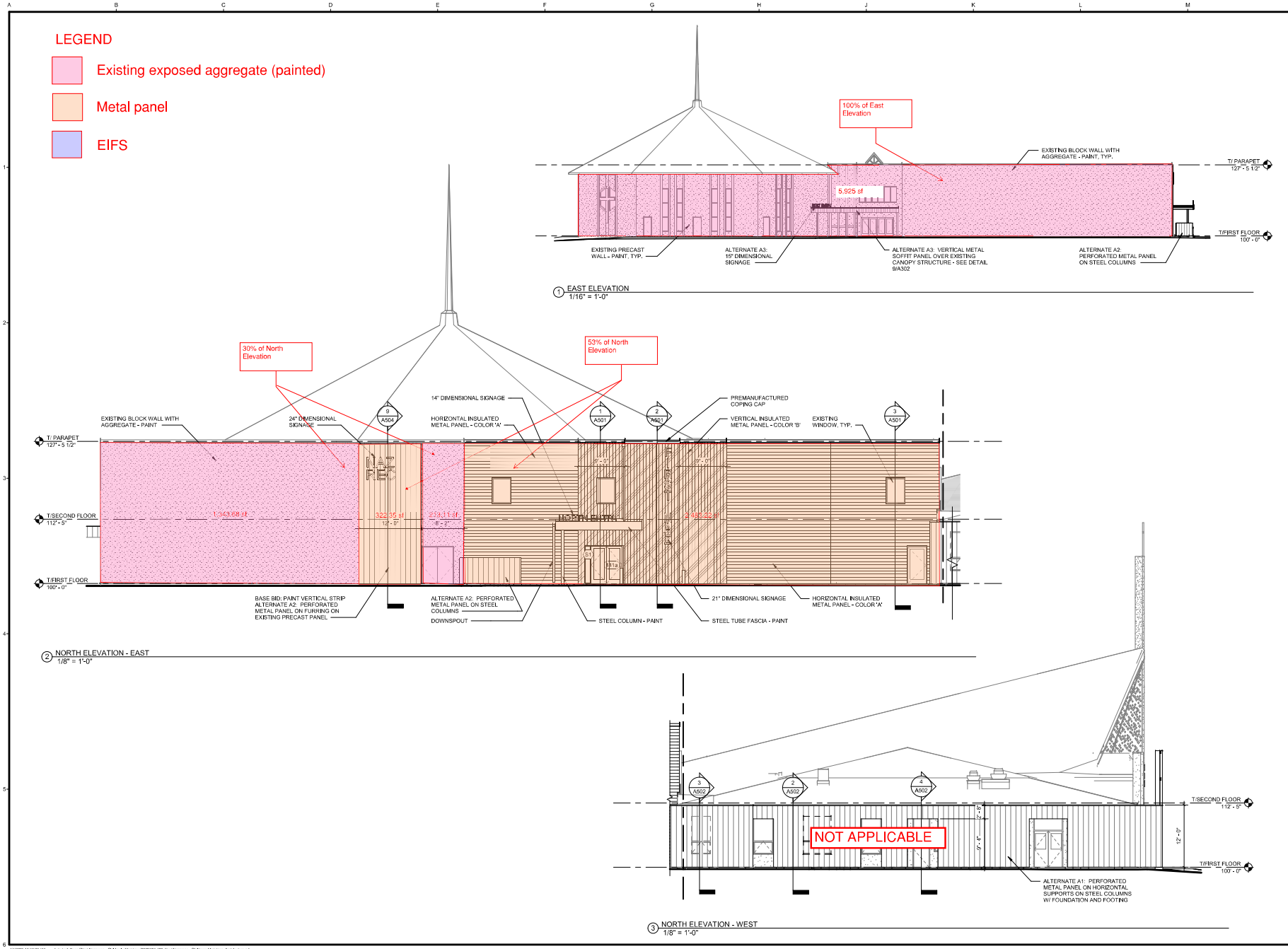
Chairman Studebaker called for a motion to adjourn the meeting.

Commissioner Pawlak made a motion, seconded by Commissioner McGleam to adjourn the meeting. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

Minutes prepared by Peggy Billig


Existing Elevation
14
NORTH ENTRANC
Please Use
Main Entranc
13


Proposed metal wall elevation to cover mansard roof.
NORTH ENTRY
FIRST NAZ



Revisions

Date	#	Description

date 04/04/2025
drawn by clw
checked by SML

BLDD ARCHITECTS

Design Firm Registration #184-000723

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BUILDING ELEVATIONS
CHILDREN'S MINISTRIES RENOVATION
FIRST NAZARENE CHURCH
12725 BELL ROAD LEMONT, IL 60439

sheet
A201

project 224RX01.400

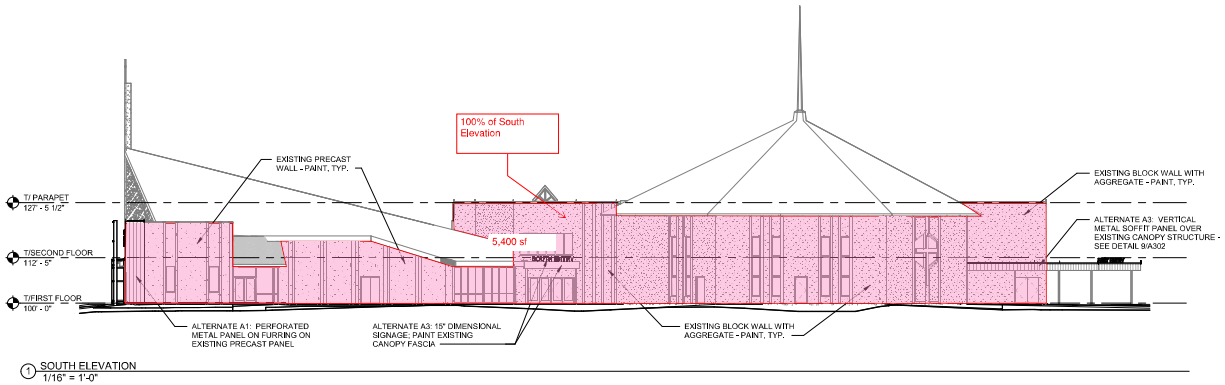
ISSUED FOR BID
NOT FOR CONSTRUCTION

LEGEND

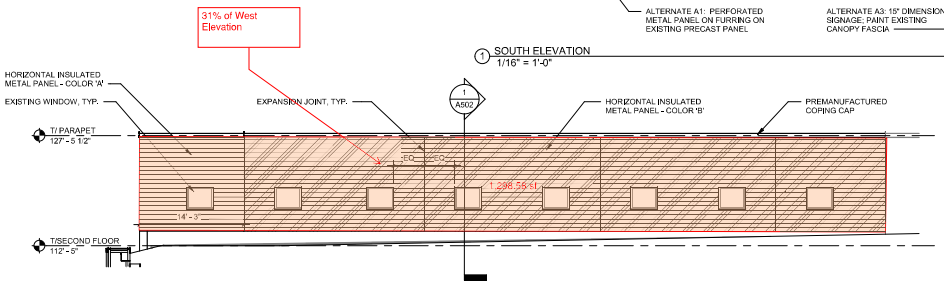
Existing exposed aggregate (painted)

Metal panel

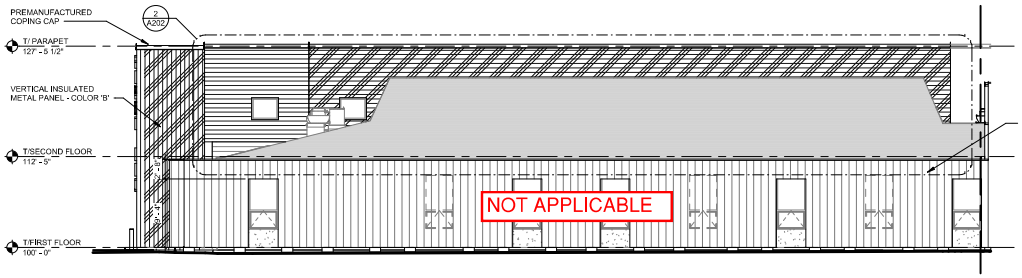
EIFS



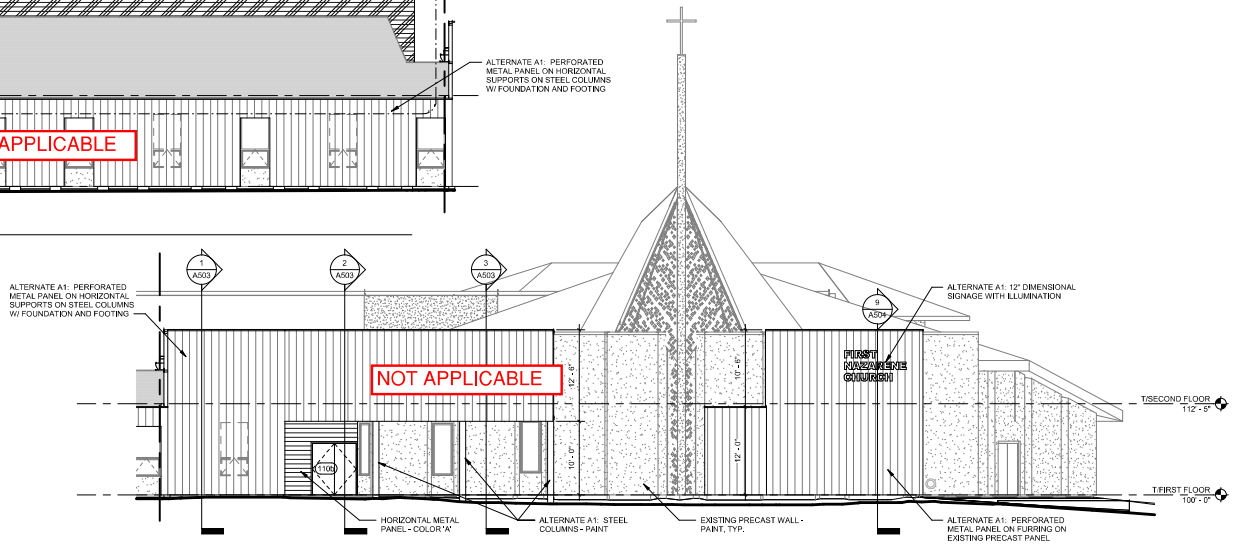
1 SOUTH ELEVATION
1/16" = 1'-0"



2 WEST ELEVATION - SECOND FLOOR
1/8" = 1'-0"



3 WEST ELEVATION - NORTH
1/8" = 1'-0"



4 WEST ELEVATION - SOUTH
1/8" = 1'-0"

Revisions

Date	#	Description

date 04/04/2025
drawn by clw
checked by SML

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Design Firm Registration #184-000723

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BUILDING ELEVATIONS

CHILDREN'S MINISTRIES RENOVATION
FIRST NAZARENE CHURCH
12725 BELL ROAD LEMONT, IL 60439

sheet
A202

project 224RX01,400

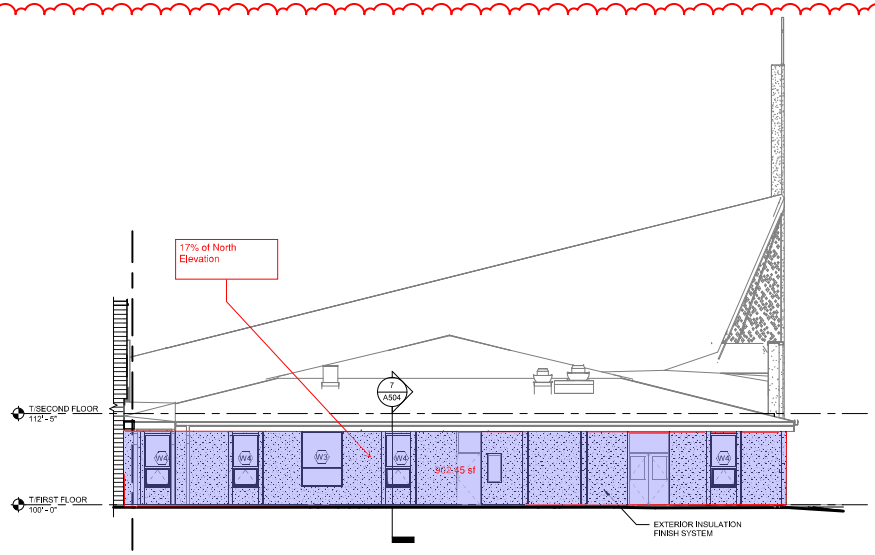
ISSUED FOR BID
NOT FOR CONSTRUCTION

LEGEND

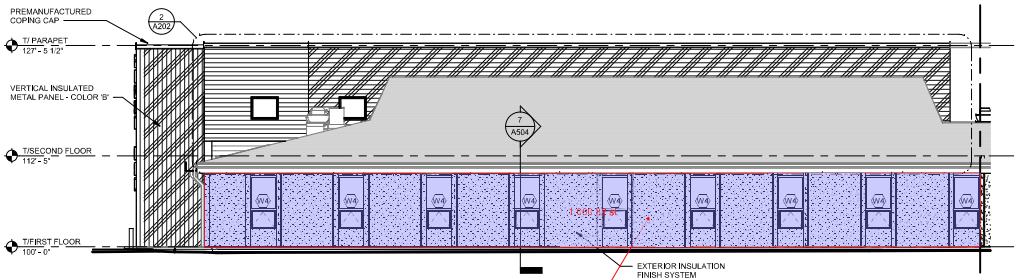
Existing exposed aggregate (painted)

Metal panel

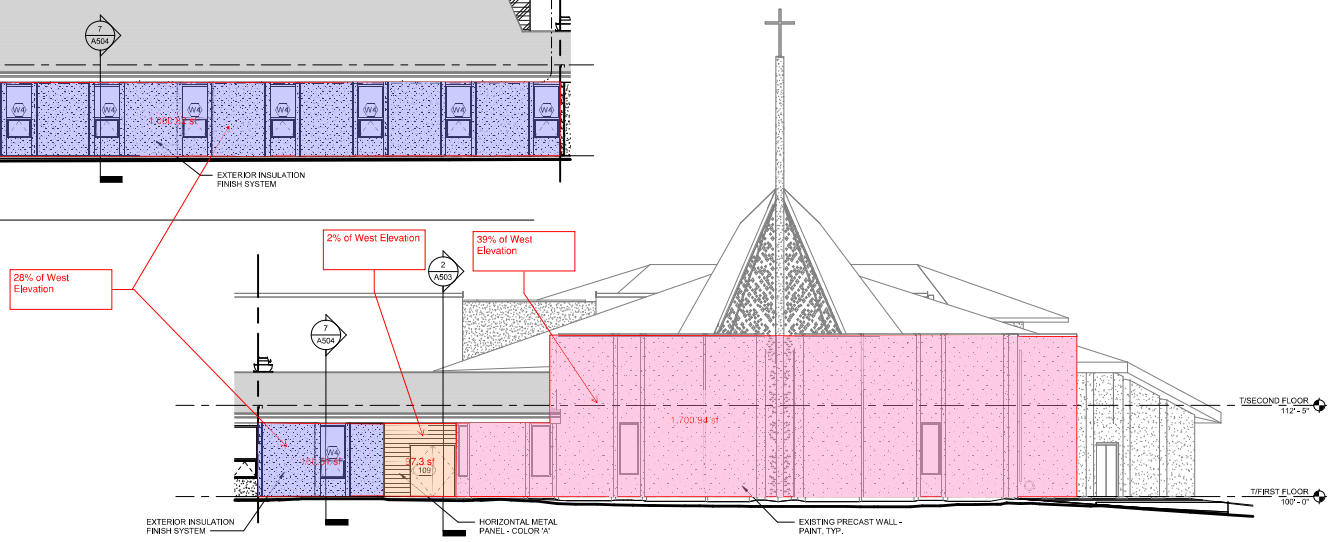
EIFS



1 NORTH ELEVATION - WEST
1/8" = 1'-0"



2 WEST ELEVATION - NORTH
1/8" = 1'-0"



3 WEST ELEVATION - SOUTH
1/8" = 1'-0"

Revisions

Date	#	Description
04/17/25	ADD1	ADD001

date 04/17/2025
drawn by Author
checked by Checker

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Design Firm Registration #184-000723

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BUILDING ELEVATIONS - EIFS

CHILDREN'S MINISTRIES RENOVATION
FIRST NAZARENE CHURCH
12725 BELL ROAD LEMONT, IL 60439

sheet
A203

project 224RX01.400

ISSUED FOR BID
NOT FOR CONSTRUCTION

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: Stephen Street Properties
DATE: May 19, 2025

SUMMARY/BACKGROUND
As part of the Community Development Department's efforts to prepare for future park and trail connectivity along Stephen Street, staff has begun focusing additional attention on the east side of Stephen Street, north of the I&M Canal. This corridor—currently a dead-end street—is expected to experience increased activity with the opening of Athens Park and the planned installation of a bicycle and pedestrian bridge, scheduled for a January 2026 IDOT letting.

The block is characterized by older frame homes, most of which have been converted over time to multifamily or mixed-use configurations. Property conditions vary, with many showing limited reinvestment and visible signs of deferred maintenance. Some parcels include non-conforming uses or structures. The Village maintains jurisdiction over a 16-foot-wide alley at the rear of the properties, and the adjacent land to the east is owned by the Metropolitan Water Reclamation District (MWRD).

In anticipation of higher visibility and increased foot traffic, the Building Division has expanded code enforcement efforts in the area. In addition, staff has begun coordinating with the MWRD Police Department to address compliance issues along the alley and is exploring broader opportunities for future collaboration with the District.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
This memo is provided for background purposes only, and no action is requested at this time.

BOARD ACTION REQUESTED
This memo is provided for background purposes only, and no action is requested at this time.

ATTACHMENTS
Stephen Street properties aerial map

Stephen Street Properties



5/15/2025, 11:48:33 AM

1:1,072

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, County of Will, Maxar, Microsoft

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: 135th Street / Smith Road Corridor Study Discussion
DATE: May 19, 2025

SUMMARY/BACKGROUND
The Village would like to discuss the concept of conducting a corridor study for 135th Street/Smith Road that would address the existing conditions in the western Lemont area and the potential improvements necessary to these corridors to meet the Board's goals. It has been recognized by recent development pressures in these areas that the Villages comprehensive land use map has lagged behind regional upgrades to infrastructure and other changes to this area. The designations to the map may be necessary and a comprehensive study can be helpful to inform those discussions. A study can be helpful to better understand the area include analysis on adjacent improvements, vehicle/truck traffic, utility availability/feasibility, land use, potential truck routing changes, pedestrian/bike studies and other components.

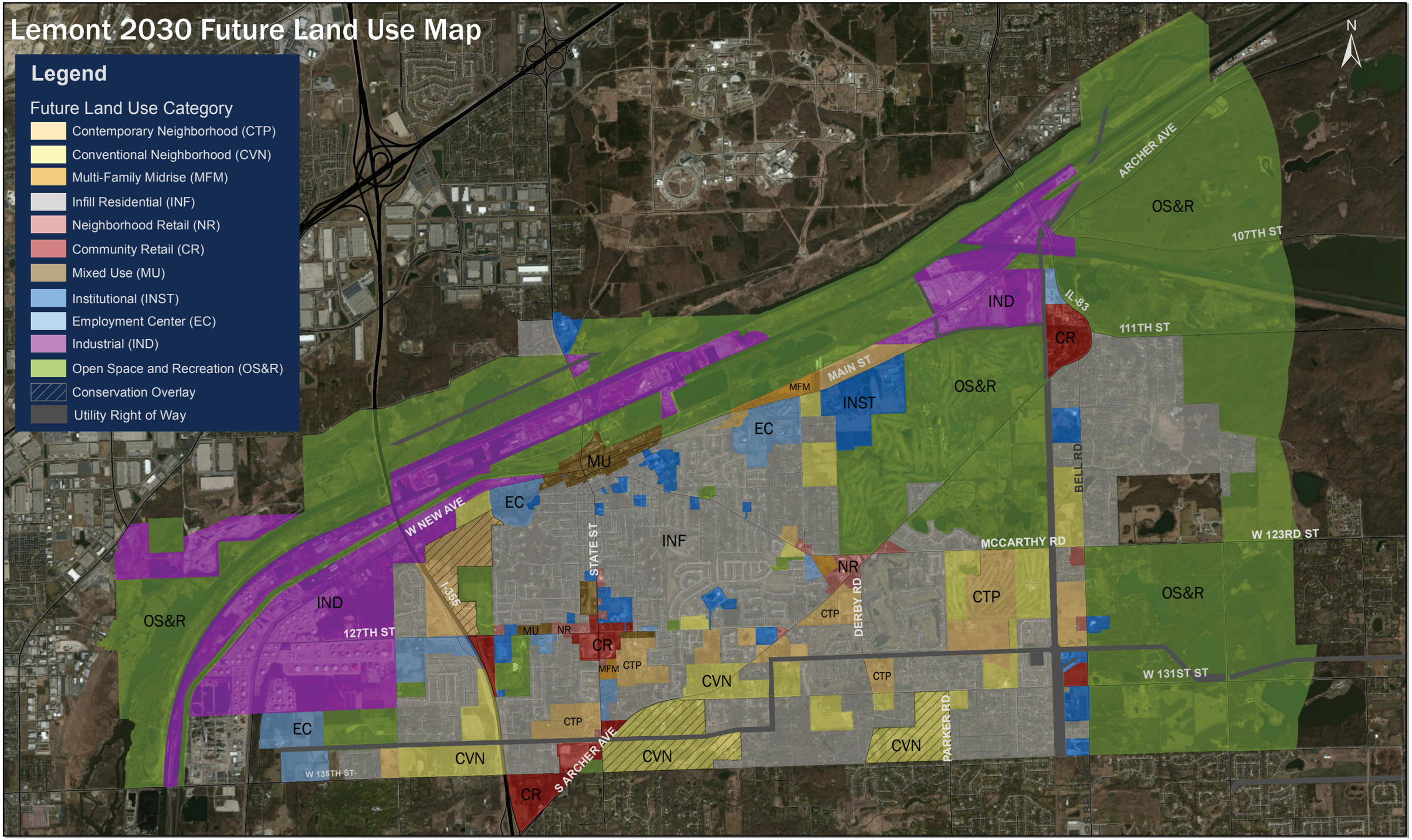
ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Discussion.

BOARD ACTION REQUESTED
Discussion.

ATTACHMENTS
Lemont2030 Land Use Map.pdf
25254_Lemont_SmithRd_CorridorStudy_Proposal_20250515.pdf


Lemont 2030 Future Land Use Map
Legend
Future Land Use Category
Contemporary Neighborhood (CTP)
Conventional Neighborhood (CVN)
Multi-Family Midrise (MFM)
Infill Residential (INF)
Neighborhood Retail (NR)
Community Retail (CR)
Mixed Use (MU)
Institutional (INST)
Employment Center (EC)
Industrial (IND)
Open Space and Recreation (OS&R)
Conservation Overlay
Utility Right of Way
N
ARCHER AVE
107TH ST
IL-83
111TH ST
MAIN ST
BELL RD
W NEW AVE
STATE ST
I-355
MCCARTHY RD
W 123RD ST
DERBY RD
127TH ST
W 131ST ST
PARKER RD
W 135TH ST
S ARCHER AVE
OS&R
IND
EC
MU
INST
INF
NR
CR
CTP
MFM
CVN

Lochner

CONSULTANT AGREEMENT

Owner: Village of Lemont, Illinois

Client: Village of Lemont, Illinois

Consultant: H.W. Lochner, Inc. ("Lochner")
225 W. Washington St, 12th Floor
Chicago, IL 60606

Date: May 16th, 2025

Project: **Smith Road Corridor Study**

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.

2. Lochner. Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Illinois.

3. Scope of Services. Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. Compensation. The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. Schedule. Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. Additional Services. If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. Standard of Care. The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner

8. **Payment**. Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. **Correction of Work**. Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. **Termination**. Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance**. Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of $1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of $1.0 million per occurrence, $1.0 million aggregate limit, and $1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of $1.0 million per occurrence, and $1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of $1.0 million and Employer's Liability Insurance of at least $1.0 million.

5. Umbrella Excess Liability Insurance in the minimum amount of $3.0 million each occurrence, and $3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in Illinois.

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly

notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 4.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:	Notice to Client:
Lance Peterman Office Manager H. W. Lochner, Inc. 225 W. Washington St, 12th Floor Chicago, IL 60606	George Schafer Village Administrator Village of Lemont 418 Main St Lemont, IL 60439

9. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost

opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

13. Client's Responsibilities.

a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.

b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.

d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.

e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.

f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

H.W. LOCHNER, INC.	**VILLAGE OF LEMONT, ILLINOIS**
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attachments

Attachment A Scope of Work/Services

Attachment B Workhour Estimate & Compensation Estimate

Lochner

Attachment A – Scope of Services

Lochner understands that the Village would like to conduct a corridor study for Smith Road from 135th Street to 127th Street in the Village of Lemont to evaluate the existing conditions, the potential improvements to restrict truck traffic, and the ability of the existing corridor to accommodate bicyclists and pedestrians.

Lochner will perform the following scope of services under this agreement:

I. DATA COLLECTION AND REVIEW

A. Existing Plans and Adjacent Improvements
Lochner will collect available existing roadway plans, drainage studies, bicycle and pedestrian plans, utility studies, traffic studies, planning studies, freight studies, and planned adjacent improvements from the Village of Lemont, IDOT, Cook County, Will County, Lemont Township, DuPage Township, and other consulting firms.

B. GIS Data
Lochner will collect GIS data from available sources relevant to the project including topographic data, contours, parcels, right of way, land use, and zoning.

C. Traffic Data
Vehicular turning movement traffic counts will be collected at the following intersections. See GHA scope attached for more information.

- 127th Street and Smith Road
- 127th Street and High Road
- 135th Street and Smith Road
- 135th Street and New Avenue
- 135th Street and Archer Avenue

Additional traffic data that will be collected from various sources includes crash data, designated truck routes, ownership and jurisdiction and maintenance responsibility.

D. Existing Utilities
A JULIE design utility search will be initiated to collect information regarding the existing utilities along Smith Road from 135th Street to 127th Street.

E. Field Reconnaissance
It is estimated there will be one reconnaissance field visit to the site to collect/supplement various information for the project, including pedestrian and truck routes used through the project area. A drone flight may be utilized to capture additional information as appropriate.

II. ECONOMIC DEVELOPMENT STUDY

A. Land Use and Zoning Review
Lochner will review and summarize the future land use maps, recent studies, and implementation strategies provided by the Village of Lemont and other applicable agencies regarding future development along 135th Street and Smith Road.

B. Utility Service Feasibility
Lochner will review and summarize the previously completed utility study provided by the Village of Lemont analyzing the access to municipal and other utilities along the corridor. Concept-level strategies will be developed including a high-level cost estimate to bring utilities to the undeveloped sites along Smith Road.

III. PROPOSED IMPROVEMENT STUDY

A. Truck Routing Analysis
The traffic counts will be used to identify truck routing patterns in the project study area, notably the number of trucks that use Smith Road to travel from 135th Street to 127th Street. The volume of trucks that could be diverted off of Smith Road through a signed prohibition will be identified.

B. Capacity Studies
The traffic counts and existing intersection geometrics will be used to identify the current operational characteristics and capacities of the following intersections:

- 127th Street and Smith Road
- 127th Street and High Road
- 135th Street and Smith Road
- 135th Street and New Road
- 135th Street and Archer Avenue

The capacity studies will also be performed for the scenario where trucks are prohibited from using Smith Road and are re-routed to the intersection of 135th Street and Archer Avenue.

C. Pedestrian and Bicycle Studies
The ability of the existing Smith Road corridor to accommodate bicyclists and pedestrians will be reviewed. Concept-level improvements to improve safety and connectivity between origins and destinations in the project area will be developed. A combined high level cost estimate will be developed for the identified improvements. Exhibits will be developed including a typical roadway/path section for Smith Road and concept-level plan drawings including pedestrian signalization at Bambrick Park.

IV. TRUCK RESTRICTION STUDY

Lochner will review and summarize the jurisdictional transfer process per IDOT BLRS Manual Section 5-2 and IDOT BLRS Highway Jurisdiction Guidelines for Highway and Street Systems. Lochner will evaluate the legal requirements and methods for the Village of Lemont to prohibit through-trucks on Smith Road.

V. AGENCY COORDINATION

Lochner will work in partnership with Clay Shipley of Shipley Design Group, PLLC with the coordination of the following agencies:

- Will County
  - Jurisdiction of 135th St from New Ave to Archer Ave
- Cook County
  - Jurisdiction of Smith Rd from 127th St to 135th St, and 127th St from Smith Rd to Veteran's Memorial Tollway
- IDOT
  - Jurisdiction of New Ave and Archer Ave
- Village of Lemont
  - Jurisdiction of 127th St from New Ave to Smith Rd
  - Jurisdiction of High Road from 127th Street to 135th Street
- Illinois Tollway
  - Jurisdiction of Veterans Memorial Tollway
- DuPage Township
- Lemont Township
- Village of Romeoville

Lochner will prepare and attend up to ten (10) virtual meetings with the above agencies. Meeting preparation will include agenda, exhibits, and follow-up coordination of meeting minutes.

Lochner will prepare for and attend one meeting of the Village of Lemont Committee of the Whole on a date to be determined.

VI. DOCUMENT PREPARATION

A. Draft Corridor Study Report

A draft Corridor Study Report will be prepared that will document existing conditions, traffic data, truck routes, jurisdictional discussion, zoning, economic development, pedestrian and bike studies, and agency outreach documentation.

A PDF of the draft Corridor Study Report will be prepared and submitted to the Village of Lemont for review and comments.

B. Final Corridor Study Report

The draft Corridor Study Report will be revised in response to the Village of Lemont comments. A written disposition of the comments will be prepared.

A final PDF copy of the report will be produced and distributed following the resolution of any remaining comments.

VII. PROJECT ADMINISTRATION

A. Internal Administration Activities

Administration and coordination of project team, including analysis meetings, status meetings, staffing, budgets, schedule controls, progress reports, billings, and contract administration.

B. Quality Control / Quality Assurance

Lochner will perform quality control and quality assurance reviews according to the Quality Plan established for the project.

VIII. EXCLUSIONS

The following items are not included in the scope of services:

a. Topographic survey
b. Geotechnical investigation
c. Special waste studies
d. Wetland studies
e. Drainage studies
f. Field verification of utilities
g. Intersection design studies
h. Roadway and/or sidewalk profiles
i. Hardcopy submittal (all submittals will be electronic)
j. Public involvement
k. Environmental Survey Request through IDOT
l. Regulatory Agency Coordination
m. Intergovernmental Agreements
n. Jurisdictional Transfer documentation
o. Presentations at Village of Lemont Board meetings
p. Preliminary or final design of any roadway, sidewalk, or path improvements

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	TBD

Prime Consultant (Firm) Name	Prepared By	Date
H.W. Lochner, Inc	B. Rogers	5/16/2025

Consultant / Subconsultant Name	Job Number
H.W. Lochner, Inc	

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

Remarks

Smith Road Corridor Study

PAYROLL ESCALATION TABLE

CONTRACT TERM	**6**	**MONTHS**	**OVERHEAD RATE**	**168.45%**
START DATE	**6/1/2025**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**4/13/2026**		**% OF RAISE**	**3.00%**
END DATE	11/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2025	11/30/2025	6	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Village of Lemont	Cook	TBD

Consultant / Subconsultant Name	Job Number
H.W. Lochner, Inc	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**0.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$90.00	$90.00
Project Manager I	$73.13	$73.13
Engineer Associate I	$37.76	$37.76
Engineer I	$49.91	$49.91
Engineer IV	$87.78	$87.78
Project Accounting Specialist	$48.09	$48.09
Planner 1	$37.71	$37.71

Local Public Agency	County	Section Number
Village of Lemont	Cook	TBD

Consultant / Subconsultant Name	Job Number
H.W. Lochner, Inc	

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	TBD

Consultant / Subconsultant Name	Job Number
H.W. Lochner, Inc	

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	300	$0.67	$201.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	3	$65.00	$195.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost	1	$75.00	$75.00
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
GHA Traffic Data Collection Services	Actual Cost	1	$8,640.00	$8,640.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$9,111.00**

Local Public Agency
Village of Lemont

County
Cook

Section Number
TBD

Consultant / Subconsultant Name
H.W. Lochner, Inc

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 168.45%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection and Review		60	2,942	4,956	971		8,869	8.21%
Economic Development Study		76	3,742	6,303	1,235		11,280	10.44%
Proposed Improvement Study		156	7,248	12,210	2,392		21,850	20.23%
Truck Restriction Study		76	3,742	6,303	1,235		11,280	10.44%
Agency Coordination		68	4,500	7,580	1,485		13,565	12.56%
Document Preparation		128	6,284	10,586	2,074		18,944	17.54%
Project Administration		60	4,348	7,324	1,435		13,107	12.14%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						**$9,111.00**	8.44%
TOTALS		624	32,806	55,262	10,827	-	108,006	100.00%

88,068

BLR 05514 (Rev. 02/06/25)
COST EST

Local Public Agency
Village of Lemont

County
Cook

Section Number
TBD

Consultant / Subconsultant Name
H.W. Lochner, Inc

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Economic Development Study			Proposed Improvement Study			Truck Restriction Study			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
Principal	90.00	4.0	0.64%	0.58															
Project Manager I	73.13	100.0	16.03%	11.72	8	13.33%	9.75	8	10.53%	7.70	8	5.13%	3.75	8	10.53%	7.70	32	47.06%	34.41
Engineer Associate I	37.76	212.0	33.97%	12.83	16	26.67%	10.07	32	42.11%	15.90	72	46.15%	17.43	32	42.11%	15.90	20	29.41%	11.11
Engineer I	49.91	192.0	30.77%	15.36	16	26.67%	13.31	32	42.11%	21.01	72	46.15%	23.04	32	42.11%	21.01			
Engineer IV	87.78	60.0	9.62%	8.44	4	6.67%	5.85	4	5.26%	4.62	4	2.56%	2.25	4	5.26%	4.62	16	23.53%	20.65
Project Accounting Special	48.09	16.0	2.56%	1.23															
Planner 1	37.71	40.0	6.41%	2.42	16	26.67%	10.06												
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TOTALS		624.0	100%	$52.57	60.0	100.00%	$49.04	76.0	100%	$49.23	156.0	100%	$46.46	76.0	100%	$49.23	68.0	100%	$66.17

Local Public Agency
Village of Lemont

County
Cook

Section Number
TBD

Consultant / Subconsultant Name
H.W. Lochner, Inc

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Document Preparation			Project Administration														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00				4	6.67%	6.00												
Project Manager I	73.13	16	12.50%	9.14	20	33.33%	24.38												
Engineer Associate I	37.76	40	31.25%	11.80															
Engineer I	49.91	40	31.25%	15.60															
Engineer IV	87.78	8	6.25%	5.49	20	33.33%	29.26												
Project Accounting Specialist	48.09				16	26.67%	12.82												
Planner 1	37.71	24	18.75%	7.07															
TOTALS		128.0	100%	$49.10	60.0	100%	$72.46	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive ■ Vernon Hills, IL 60061
847.478.9700 ■ GHA-Engineers.com

May 15, 2025

Mr. David Shannon
Associate | Vice President
Lochner
225 West Washington St, 12th Floor
Chicago, IL 60606

Re: **Proposal for Traffic Data Collection Professional Services**
Lemont, IL
GHA Proposal No. 2025.D325

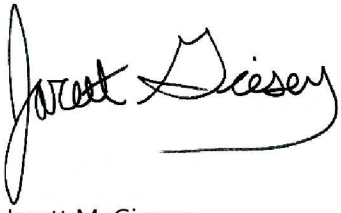
Dear Mr. Shannon:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide Data Collection Services for the above-mentioned project.

This proposal is based on GHA's understanding of the project as per your recent request.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Jarett M. Giesey
Data Collection Senior Project Manager/Service Lead
JGiesey@gha-engineers.com

Enc.: GHA Proposal No. 2025.D325

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive ■ Vernon Hills, IL 60061
847.478.9700 ■ GHA-Engineers.com

Proposal for Professional Services
Traffic Data Collection
Lemont, IL
GHA Proposal No. 2025.D325

Lochner (Client), 225 West Washington St, 12th Floor, Chicago, IL 60606, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is requesting five (5) traffic counts in Lemont, IL.

II. Traffic Data Collection Services

GHA will provide the following services:

A. Turning Movement Count (TMC)

Location(s):

1. 127th & Smith Rd
2. 135th St & New Ave
3. 135th St & Smith Rd
4. 135th St & Archer Ave
5. 127th St & High Road

Collection Details

a. Typical Weekday (Tuesday, Wednesday and/or Thursday)
b. 24-hours at each location
c. 12AM-12AM CDT
d. Lights / Mediums / Articulated Trucks
    1. Classification Grouping includes Standard Rate Classification
    2. Bicycles and Pedestrians in Crosswalks are not included.
    3. Bicycles on the Roadway are not included.

Deliverable

a. Data will be processed with a normal processing turnaround time and will be shared with the Client as soon as it is available.

III. Project Schedule

GHA will schedule the work as soon as possible after written authorization to proceed.

IV. Services Not Included

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current GHA Professional Services Hourly Rate Guide.

V. Key Personnel

Mr. Jarett M. Giesey will serve as the Data Collection Senior Project Manager/Service Lead. Mr. Zach J. Hubb will serve as the Data Collection Project Manager and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

	Item Description	Qty	Unit	Qty	Unit	Total	Unit	Fee	Unit	Fee
A.1	TMC 24-Hours or More	5	ea	24.0	hr	120.0	hr	$80.00	hr	$9,600.00
A.2	TMC 24-Hours 10% Incentive	5	ea	24.0	hr	120.0	hr	($8.00)	hr	($960.00)
								Sub-total Professional Service Fees (A):		$8,640.00
								Total for Professional Service Fees:		**$8,640.00**

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client with a written estimate of any additional fees prior to commencing such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and notifying the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization of Services

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.	Lochner
Jarett M. Giesey	David Shannon
Data Collection Senior Project Manager/Service Lead	Associate | Vice President

Enc.: https://datalink.miovision.com/data_requests/52018?
Attachment A
GHA Hourly Rates

ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT

1. **Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. **Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. **Client Information.** Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. **Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. **Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. **Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic

Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on

the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to $50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GEWALT HAMILTON ASSOCIATES, INC.
An Employee-Owned Company

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2025

The following rates will remain in effect until December 31, 2025, at which time they are subject to anannual increase:

PRINCIPAL	$249.00
SENIOR PROJECT MANAGER II	$240.00
SENIOR PROJECT MANAGER I	$215.00
PROJECT MANAGER II	$190.00
PROJECT MANAGER I	$168.00
ENGINEER VI	$198.00
ENGINEER V	$184.00
ENGINEER IV	$171.00
ENGINEER III	$161.00
ENGINEER II	$146.00
ENGINEER I	$138.00
LAND SURVEYOR IV	$203.00
LAND SURVEYOR III	$167.00
LAND SURVEYOR II	$148.00
LAND SURVEYOR I	$130.00
GIS TECHNICIAN IV	$180.00
GIS TECHNICIAN III	$155.00
GIS TECHNICIAN II	$125.00
GIS TECHNICIAN I	$106.00
ENVIRONMENTAL CONSULTANT II	$143.00
ENVIRONMENTAL CONSULTANT I	$132.00

ENGINEERING TECHNICIAN V	$189.00
ENGINEERING TECHNICIAN IV	$159.00
ENGINEERING TECHNICIAN III	$145.00
ENGINEERING TECHNICIAN II	$123.00
ENGINEERING TECHNICIAN I	$92.00
LANDSCAPE ARCHITECT	$171.00
DATA MANAGER	$152.00
DATA TECHNICIAN III	$145.00
DATA TECHNICIAN II	$130.00
DATA TECHNICIAN I	$100.00
CAD MANAGER	$212.00
CAD TECHNICIAN III	$146.00
CAD TECHNICIAN II	$128.00
CAD TECHNICIAN I	$100.00
ADMINISTRATIVE II	$109.00
ADMINISTRATIVE I	$90.00
ACCOUNTING MANAGER	$184.00
ACCOUNTING II	$140.00
ACCOUNTING I	$125.00

**Services provided under this Agreement will be billed according to the rates in effect at the timeservices are rendered.*

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: Continuation of the Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax
DATE: May 19, 2025

SUMMARY/BACKGROUND
Staff is requesting the Village Board consider a proposed Ordinance to implement a local municipal retailers' and service occupation tax as a continuation of a similar tax that is set to be rescinded January 1. The State of Illinois recently repealed the statewide tax on groceries with an effective date of January 1, 2026. The accompanying legislation granted municipalities the authority to pass an equivalent tax locally to recoup the lost revenues in advance of the January 1, 2026 effective date.

ANALYSIS
The state has left the decisions to each local municipality whether to levy the local grocery tax. If the Village does not want to impose the grocery tax, it will automatically be repealed on January 1, 2026. The issue was briefly discussed during this year's budget workshops and the grocery tax revenues were included in the May 1 budget. Annually, the shortfall to the Village would be in the $400-500,000 range if the Village were not to continue to tax and would have to find an alternate source of revenue to make up for this revenue loss. It is important to note that the grocery tax is not only paid by Village residents, but also by people outside the Village who travel to our grocery stores from other towns and unincorporated areas. Communities in the area are going through the decision process at varying timelines, a survey will be made available at the meeting Monday.

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
The item is up for discussion only.

BOARD ACTION REQUESTED
Discussion.

ATTACHMENTS
State Sample Ordinance for Grocery tax.pdf

Municipal Grocery Occupation Tax – SAMPLE

ORDINANCE NO. _____

Municipal Grocery Retailers' Occupation Tax and
Municipal Grocery Service Occupation Tax

Section 1. Tax imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries, as defined in the Municipal Grocery Occupation Tax Law, at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of 1% of the selling price of all groceries, as defined in the Municipal Grocery Occupation Tax Law, transferred by such serviceman as an incident to a sale of service.

The imposition of these taxes is in accordance with and subject to the provisions of the Municipal Grocery Occupation Tax Law (65 ILCS 5/8-11-24).

Section 2. Illinois Department of Revenue to administer. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 3. Clerk to file Ordinance with Illinois Department of Revenue. The Municipal Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before **(choose one: [April 1, 20__] or [October 1, 20__])**.

Section 4. Effective date. The taxes imposed by this Ordinance shall take effect on the later of (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st or (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

Section 5. Repeal of conflicting provisions. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Municipal Grocery Occupation Tax – SAMPLE

THE FOLLOWING NOTES ARE NOT PART OF THE ORDINANCE AND SHOULD NOT APPEAR IN THE ADOPTED ORDINANCE, BUT SHOULD BE CONSIDERED WHEN DRAFTING THE ORDINANCE.

DISCLAIMER: This sample document is offered as a service to units of local government to assist them in using a proper format when imposing a tax that the Illinois Department of Revenue is required by law to administer. This sample document does not take the place of legal advice. If you choose to use this sample document, however, and you properly complete and adopt it and file a certified copy of it with the Department, the Department will administer the tax. Please keep in mind that your local government attorney should always be consulted regarding the legality and appropriateness of the legislation that you are considering. He or she can help you modify sample documents, if necessary, to fit your community's specific needs.

1% rate requirement: If imposed, the Municipal Grocery Occupation Taxes must be imposed at a 1% rate.

April 1 and October 1 deadlines: This tax may be imposed or discontinued or the tax rate changed at only one of two times each year - January 1 or July 1.

- **October 1 deadline:** To take effect on January 1, an ordinance must be adopted and a certified copy filed with the Illinois Department of Revenue by October 1.
- **April 1 deadline:** To take effect on July 1, an ordinance must be adopted and a certified copy filed with the Illinois Department of Revenue by April 1.

Earliest effective date is <u>January 1, 2026</u>: Please note that the statute provides that the earliest date on which a Municipal Grocery Occupation Tax may take effect is January 1, 2026. (65 ILCS 5/8-11-24)

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: Downtown Outdoor Dining Enhancements
DATE: May 19, 2025

SUMMARY/BACKGROUND
Over the past three years, downtown Lemont has seen a 33% increase in visits, reaching over 1.1 million annual visits and drawing nearly half a million unique visitors. Visitors are staying longer—with average dwell times of 2+ hours—and returning more often, averaging over four visits per year. This growth strongly correlates with the expansion of outdoor dining, which has energized our streetscape, elevated the visitor experience, and positioned Lemont as a standout regional destination.

To sustain and improve upon this success, staff is seeking to move forward with infrastructure enhancements that focus on accessibility and pedestrian safety. We have identified ModStreet as a potential vendor to provide ADA-compliant platforms and ramps to ensure barrier-free access to sidewalk cafes and modular barricade systems that enhance safety and create clear, visually appealing dining zones.

ModStreet's systems are fully removable and designed to comply with both federal accessibility standards and local streetscape design preferences. Their modular nature allows us to tailor installations to individual site conditions while maintaining consistency in appearance and function across downtown. Examples of their municipal services can be found online at modstreet.co/municipal.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
This item is presented for discussion.

BOARD ACTION REQUESTED
This item is presented for discussion.

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: Commission Structure & Protocol
DATE: May 19, 2025

SUMMARY/BACKGROUND
Advisory commissions are an integral part of citizen participation in local government and an important asset to the Village of Lemont in nurturing the growth of our community and in accomplishing the various initiatives of the Village Board. It may be beneficial from time to time to address the committee structures and the requirements of those that serve on the committees. To reset that conversation, the following commissions are active and outlined in the Lemont municipal code with the applicable sections attached to this memo. Additional resources will be made available at the meeting.

Art & Culture Commission
Environmental Commission
Historical Preservation Commission
Liquor Control Board (Liquor Commission)
Board of Fire & Police Commissioners (Police Commission)
Police Officers' Pension Fund Commission
Planning & Zoning Commission

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Discussion.

BOARD ACTION REQUESTED
Discussion.

ATTACHMENTS
Planning and Zoning Commission.pdf
Environmenal Commission.pdf
Art and Culture Commission.pdf
Historical Preservation Commission.pdf
Board of Fire and Police Commissioners.pdf

Liquor Control Board.pdf

17.03.010. - PLANNING AND ZONING COMMISSION.

A. *Establishment.* The Planning and Zoning Commission ("P&Z") as referred to in this ordinance is the same body as previously created by Ordinance No. 0-39-06 and as described in Title 2 of the Village.

B. *Duties.* The P&Z shall have all of the duties specifically assigned in this ordinance and Title 2 of the Village Code, including:

1. To hear and decide an appeal from any order, requirement, decision, or determination made by the Planning and Economic Development Director or other authorized appointed official of the Village having jurisdiction under this ordinance;
2. To hear applications for variations from the terms provided in this ordinance in the manner and subject to the standards set forth in this ordinance and Title 2 of the Village Code;
3. To hear all applications for special use approval in the manner and subject to the standards set forth in this ordinance and Title 2 of the Village Code;
4. To hold public hearings and submit recommendations and findings of fact as required by this ordinance;
5. To initiate, direct, and review, from time to time, a study of the provisions of the text and map of this ordinance, and to make reports of its recommendations to the Village Board;
6. To hear and decide on amendments or additions to the Village Comprehensive Plan, Bicycle and Pedestrian Plan, and other specialized plans that have been adopted by the Village Board;
7. To hear all applications for plats of subdivision in the manner and subject to the standards of this ordinance and Title 2 of the Village Code;
8. To hear and decide upon matters referred to it upon which it is required to pass under this ordinance, in accordance with applicable Illinois Statutes.

(UDO 2008, § 17.03.010; Ord. No. O-69-12, § 2, 11-26-2012)

State Law reference— Zoning commissions, 65 ILCS 5/11-13-2.

CHAPTER 2.36. - ENVIRONMENTAL ADVISORY COMMISSION

2.36.010. - Established.

The mayor and board of trustees of the village have established the environmental advisory commission.

(Code 1988, § 2.53.010)

2.36.020. - Purpose.

(a) The village environmental advisory commission shall serve in an advisory capacity only. The commission's charge is to review, research, weigh and advise the village board and citizens of the village on environmental concerns and impact, and make recommendations on such.

(b) The commission shall cooperate with, and provide a channel of communication, with county, state and federal environmental agencies.

(c) The commission shall provide information and education for the entire community on environmental concerns.

(d) The commission shall provide a channel of communication between village government, private industry and commercial enterprises in the village area.

(e) The commission shall promote environmental awareness as concerns including, but not limited to, aesthetics, beautification, safety and protection, pollution prevention, waste minimization, recycling, etc.

(Code 1988, § 2.53.020)

2.36.030. - Composition.

The commission shall consist of seven official members.

(Code 1988, § 2.53.030)

2.36.040. - Appointment; term; vacancy; removal.

(a) All official appointments shall be for terms of two years, each of which shall expire on April 30. Any member may be appointed to successive terms on the commission. Vacancies shall be filled by the mayor, with the concurrence of the board of trustees, but only for the balance of the term created by the vacancy.

(b) The mayor, with the concurrence of the village board, shall appoint the chairperson of the commission. The chairperson's term of appointment shall be one year. Any chairperson may be appointed to successive terms on the commission. The chairperson's term shall expire on April

30.

(c) The mayor, with the concurrence of the village board of trustees, may for good cause shown remove any member of the commission.

(Code 1988, § 2.53.040)

2.36.050. - Rules of procedure.

The commission shall adopt such bylaws or rules of procedure as it deems advisable for the conduct of its business. The foregoing notwithstanding:

(1) *Officers.* The commission shall elect a vice-chairperson to serve as acting chairperson during the absence of the appointed chairperson.

(2) *Meetings.* The commission shall meet as frequently as its rules of procedure shall provide, but not less than once every three months.

(3) *Records.* The commission shall maintain a record of all its proceedings; such record shall be placed on file with the village clerk.

(4) *Secretary.* The mayor may, with the concurrence of the board of trustees, appoint a secretary to the commission, who need not be a member of the commission.

(5) *Expenses.* All official members of the commission shall serve without compensation. Expenses incurred on behalf of the commission shall, with the prior approval of the corporate authorities, be reimbursed to the person incurring the same.

(6) *Reports.* The commission shall submit reports of its activities to the mayor and board of trustees as often as it shall deem necessary, but not less than every six months.

(Code 1988, § 2.53.050)

CHAPTER 2.56. - ART AND CULTURE COMMISSION

2.56.010. - Established.

The name of this organization is known and cited as the "Village of Lemont Art and Culture Commission."

(Code 1988, § 2.69.010)

2.56.020. - Purpose.

(a) The village art and culture commission's charge is to promote the artistic and cultural life of the village through the initiation, evaluation, selection, creation and promotion of visual arts (sculpture, murals) and performing arts (music, dance) projects. Such projects not only contribute to the quality of the cultural life but also stand to benefit the community's economic life as well.

(b) The commission provides a channel of communication between the village government and the business owners, students, teachers, artists and residents motivated by interest in the visual and performing arts.

(Code 1988, § 2.69.020)

2.56.030. - Mission.

The art and culture commission was established by the village board to enrich the lives of the village's residents and visitors by cultivating and promoting the appreciation of the village's heritage through public arts projects.

(Code 1988, § 2.69.030)

2.56.040. - Responsibilities and powers.

The commission shall have the following responsibilities and powers under this section:

(1) Partner with community groups, taxing bodies, corporations and individual sponsors to facilitate public art projects and assist the village in these activities.

(2) Educate and empower the community through public art.

(3) Generate interest, excitement and cultural tourism.

(4) Form partnerships with artists, architects, developers, local authorities and the community at large to promote art experiences that beautify the region while offering historical learning opportunities, which also enhance economic opportunities.

(5)

Initiate projects that encourage quality and innovation in concept, context and material realization.

(Code 1988, § 2.69.040)

2.56.050. - Composition; officers; duties; meetings.

(a) *Composition.* The mayor appoints all commission members with the concurrence of the board of trustees. Appointments are for terms of two years, each of which expire on April 30.

(1) Voting members. The executive committee is composed of seven official members, each with an equal vote.

(2) Any member may be appointed to successive terms on the standing commission. Appointments for vacancies are filled by the mayor, with the concurrence of the board of trustees, but only for the balance of the term created by the vacancy.

(3) The mayor, with the concurrence of the village board of trustees, may for good cause shown remove any member of the standing commission.

(b) *Officers and duties.* The village board shall determine the officers and duties.

(1) *Chairperson.* The commission chair shall be a voting member of the commission. The chair shall preside over all meetings of the commission.

(2) *Vice-chairperson.* In the absence of the chair, the vice-chairperson shall assume his duties.

(3) *Secretary.* The secretary shall maintain a record of all meetings, attendance and other items as deemed necessary, and shall perform those functions as determined by the chair.

(c) *Meetings.* The commission shall meet as frequently as its rules of procedure shall provide, but not less than once every three months. All members of the commission are required to attend all regularly scheduled meetings. Any member who is absent from three consecutive meetings in any one calendar year, without being excused by the chair or a designee, shall be recommended to the village mayor and board of trustees for removal from the commission.

(1) *Regular meetings.* Regular meetings of the commission shall be held at such other location as designated by the chair at the prior meeting.

(2) *Quorum.* A quorum of the commission shall be comprised of the majority of the voting membership on the commission. A quorum of the commission must be present when voting. The passage of any motion shall require a simple majority of the quorum so voting.

(3) *Meeting procedures.* The commission shall adopt the Robert's Rules of Order, current edition.

(Code 1988, § 2.69.050)

2.56.060. - Amendments.

(a) The bylaws within this chapter may be recommended for amendment to the village board by a majority vote of the members present and voting at the next scheduled meeting at which amendment was formally proposed. All commission members shall be notified by mail of the proposed amendment at least ten days prior to the meeting at which the final vote of the amendment shall be called.

(b) A recommendation upon the amendment in a report format shall be forwarded to the village mayor and board of trustees within 30 days for final adoption under a resolution.

(Code 1988, § 2.69.060)

17.03.050. - HISTORIC PRESERVATION COMMISSION.

A. *Composition.* The Lemont Historic Preservation Commission ("HPC") as referred to in this ordinance is the same body as previously created by Ordinance 0-7-01 on February 12, 2001. The HPC consists of seven voting members, all of whom shall be either residents of the Village, the Township of Lemont, or are owners of property within the boundaries of a historic district in the Village. The members shall be appointed by the President of the Board of Trustees and approved by the Village Board.

B. *Qualifications.* The membership of the HPC shall exhibit interest and expertise n the areas of architectural history, building construction, engineering, finance, local history, historical and architectural preservation, community organizations, urban planning, or real estate.

C. *Terms.* Members of the HPC shall serve a three-year term without compensation. There is no limit to the number of terms a member may serve.

D. *Officers.* Officers shall consist of a chairman appointed by the President of the Board of Trustees and a vice-chairman and secretary elected by the HPC. The vice-chairman and secretary shall serve a term of one year and shall be eligible for re-election, but no member shall serve as the same officer for more than two consecutive years. The chairman shall preside over meetings. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman. If both are absent, a temporary chairman shall be elected by those present.

E. *Meetings.*

1. A quorum shall consist of a majority of members. All decisions or actions of the HPC shall be made by a majority vote of those members present and voting at any meeting where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the HPC at the beginning of each calendar year or at any time upon the call of the chairman. There shall be a minimum of four meetings per year and as necessary to review applications.
2. No member of the HPC shall vote on any matter that may materially or apparently affect the property, income or business interest of that member or give the appearance of that interest. No action shall be taken by the HPC that could in any manner deprive or restrict the owner of property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be heard at a public meeting of the HPC as provided for in this ordinance. The chairman may administer oaths and compel the attendance of witnesses. All meetings of the HPC shall be open to the public.
3. The HPC shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the HPC and shall be public record.

F. *Powers and Duties.* The HPC has the authority to:

1. Adopt its own procedural regulations; and
2. Conduct an ongoing survey to identify historically and architecturally significant properties, structures and areas; and
3. Investigate and recommend to the Village Board the adoption of ordinances designating properties or structures having special historic, community, or architectural value as "landmarks"; and
4. Investigate and recommend to the Village Board the adoption of ordinances designating properties or structures having special historic, community or architectural value as "historic districts"; and
5. Keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each designation; and
6. Determine an appropriate system of markers and make recommendations for the design and implementation of specific markings for the streets and routs leading from one landmark or historic district to another; and
7. Advise owners of landmarks and property or structures with historic districts on physical and financial aspects of preservation, renovation, rehabilitation, and re-use, and on procedures for inclusion on the Illinois or National Register of Historic Places; and
8. Inform and educate the public concerning the architectural heritage of the Village by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars; and
9. Hold public hearings and to review applications for construction, alteration, removal or demolition affecting proposed or designated landmarks or structures or historic districts and approve or deny Certificates of Appropriateness for such actions; and
10. Develop specific guidelines for the alteration, demolition, construction, or removal of landmarks or property and structures within historic districts; and
11. Review of proposed land use applications affecting historic districts, and
12. Testify before boards and commissions on matters affecting historically or architecturally significant properties, and to periodically review the Unified Development Ordinance and make recommendations for the protection and continued use of landmarks or properties and structures within historic districts.

(UDO 2008, § 17.03.050)

State Law reference— Local commission authorized, 65 ILCS 5/11 48.2-3.

CHAPTER 2.28. - BOARD OF FIRE AND POLICE COMMISSIONERS

Footnotes:
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***State Law reference—** Board of fire and police commissioners, 65 ILCS 5/10-2.1-1 et seq.*

2.28.010. - Compensation.

The secretary of the board of fire and police commissioners shall serve without compensation for his services, and the members of the board shall serve without compensation.

(Code 1988, § 2.36.040)

State Law reference— Compensation of secretary and members of board, 65 ILCS 5/10-21.22.

2.28.020. - Powers and duties.

The board of fire and police commissioners shall have such powers and duties as are now, or as may hereafter be, given to it by law, except that:

(1) The power and right to appoint the chief of police is expressly reserved in the village mayor and the board of trustees, and the chief of police shall not be appointed by the board of fire and police commissioners.

(2) Commanders shall be appointed by the chief of police and not by the board of fire and police commissioners.

(3) No vacancy for original appointment or promotion within the Lemont Police Department shall be considered an open vacancy for purposes of the board of fire and police commissioners appointment of the same without (1) a determination by the chief of police that a vacancy exists and (2) the filing of a written certification by the village administrator with the board of police and fire commissioners confirming such a vacancy exists and directing the board of fire and police commissioners to fill such a vacancy.

(Code 1988, § 2.36.050; Ord. No. O-42-15, § 2, 11-23-2015)

State Law reference— Authority to withhold power of board of fire and police commissioners to appoint chief of police, 65 ILCS 5/10-2.1-4; authority to provide for chief of police to make certain appointments, 65 ILCS 5/10-2.1-4.

5.04.020. - Liquor control commissioner.

(a) The mayor shall be the local liquor control commissioner and shall be charged with the administration of the provisions of this chapter and of the appropriate provisions of the Liquor Control Act of 1934 (235 ILCS 5/1-1 et al.).

(b) The liquor control commissioner shall receive an annual salary of $2,000.00 paid in equal installments over a 12-month period in the same manner and periods as village employees are paid. The annual compensation shall be adjusted annually on May 1, by the consumer price index average for the previous 12 months for the Chicago-Gary-Kenosha area.

(c) The mayor, with the consent of the village board, may appoint a liquor control review board consisting of three Lemont residents to assist and advise him in the exercise of such powers and the performance of such duties as the mayor may deem necessary. Members of the liquor control review board shall serve for a term of three years, except that the first members shall be appointed for terms of one, two, and three years, respectively.

(Ord. No. O-17-14, § 2, 3-24-2014)