Village Board Meeting

Village Board Meeting

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

Residents can attend the meeting in the Village Hall Boardroom, or view the board meeting live on the following channels:

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

After the Meeting

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

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

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

Public Comment

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

Village of Lemont

VILLAGE BOARD MEETING
October 23, 2023 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439
AGENDA

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

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

III.A Approval of Minutes

III.B Approval of Disbursements

III.C An Amended Ordinance establishing and adding Title 3 Revenue and Finance to the Village Code of the Village of Lemont (Local Motor Fuel Tax)

III.D An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060.B: Alcoholic Beverages (Decreasing the Number of Class A-3 Liquor Licenses - Alice's Polish Cuisine, Inc.).

III.E Resolution Accepting IDOT Documentation Review No. 63 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2022 to December 31, 2022

III.F A Resolution Approving a Plat of Easement (Marble Landing Lift Station)

III.G A Resolution Authorizing the Release of the Letter of Credit for Marble Landing Subdivision (Hartz Homes)

III.H A Resolution Authorizing a Reduction of a Letter of Credit for the Derby Pines Subdivision.

III.I A Resolution Authorizing A Reduction of a Letter of Credit for Covington Knolls Unit 8

III.J A Resolution Accepting Public Improvements and Reducing the Letter of Credit for Seven Oaks Subdivision

IV. Mayor's Report

IV.A A Public Hearing for an Amendment to an Annexation Agreement for an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road and Bell Road in Lemont, IL

V. Clerk's Report

V.A An Ordinance Authorizing the Execution of an Amendment to an Annexation Agreement for an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road and Bell Road in Lemont, IL

V.B An Ordinance Annexing to the Village of Lemont Approximately 20.7 Acres Located at 1330 Smith Road in Lemont, IL

V.C An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 to Open Lands (OL) District for 20.7 Acres Located at 1330 Smith Road in Lemont, IL (Bambrick Park)

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

V.E A Resolution Authorizing a Sub-Recipient Agreement between Cook County Department of Transportation and Highways and the Village of Lemont for a grant through the ARPA Funded Invest in Cook Program Expansion

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Audience Participation

1. Please "Raise Your Hand" to speak and you will be asked to speak when it is your turn.
2. Mention your first and last name clearly for meeting minutes purposes.
3. Each person gets maximum 3 minutes to speak.

XIII. Executive Session Discussion Under Chapter 5 ILCS

- *Real Estate: Setting Price for Sale 120/2(c)(6)*
- *Personnel: Employment 120/2(c)(1);*

XIV. Action on Closed Session Item(s)

XV. Motion to Adjourn

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: Approval of Minutes
DATE: October 23, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Minutes

BOARD ACTION REQUESTED
Approval of Minutes

ATTACHMENTS
COW 9-18-23 minutes.pdf
VB 9-25-23 Minutes.pdf

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
September 18, 2023 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439

AGENDA

I. Call to Order
II. Roll Call

Trustees: Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Ken McClafferty, Dave Maher, Mayor Egofske; present. Staff: George Schafer, Darshana Prakash, Janet Schatz.

III. Discussion Items

III.A Lemont ADA Transition Plan

George Schafer said the Village recently applied for technical assistance through the Chicago Metropolitan Agency for Planning (CMAP) for the ADA Self Evaluation and Transition Plan project. The Village Board will be required to approve a memorandum of understanding and to agree to the scope of work, as part of the partnership with CMAP for the assistance.

George welcomed Patty Mangano from CMAP. George stated this is a partnership transition plan and CMPA will provide technical assistance. An inventory and self-evaluation of the right of ways in the Village will be conducted. Patty stated the American Disability Act is over thirty years old. Self-evaluation turns in to a ten month transition plan. Municipalities do have some federal funding available. There will be information available to add on to the Village of Lemont's site regarding the ADA plan to involve the public. Patty noted this is only for public right of ways in the Village.

With the steep grade in the Village along with the historic value, the consultant will have to be creative. The project scope will lean heavily on public input. Implementation will come after the transition plan. Procurement is done by CMAP. Trustee Sniegowski asked if there is a list of vendors and is choice strictly based on the lowest bid. The bid is awarded approximately four weeks after closure and not awarded on the lowest bid due to complexity. Mayor Egofske asked is the park district area's will be included in the plan. Patty said no it is not for facilities. The implementation of the plan will be paid for by the Village. The project will move forward.

III.B Next Phase Options for Old Police Station Discussion

Several months ago staff presented the idea to the Committee of the Whole to begin looking at concepts for potential repurposing and/or making improvements to 416 Main Street (old police station). Since the Police Department vacated the facility, the Village has rented out the facility to various entities, currently a portion of the facility to the Heritage Corridor Business Alliance with other portions being used for storage. It was decided at that meeting to engage an architect to evaluate the several options for a complete rehab to create a mix of shared space for the community. Various uses were discussed at the meeting including relocating the Art & Culture Commission into the space, partnering with the Historical Society on a potential museum, and others. The initial concept evaluation intended to accommodate these type of users, storage, and others. The purpose of the meeting is to make sure staff and architect are on the right track with the concepts before progressing any further. The project, if it moves forward, will require evaluating financing options, additional architectural phases and other processes, etc. A few concepts will be shared at the meeting. The board should begin the discussion of prioritizing the project accordingly and narrowing potential users and uses

George commented there is not money for a full scale renovation. Recommending removing the garage and opening it all up. More room for LEMA and the police department when needed in downtown. Possible art space for the commission. Current costs would be about 2 million dollars. George is looking to the board for further direction. Mayor Egofske wants the HVAC updated and to make sure heat, roof is all stable. He would also like to have the Village apply for grants. Trustee Maher would like it all open and if a wall is needed later, it can be added. And can it be done in stages. Trustee Stapleton asked how many square feet in the largest space. Around 1700 total. Attendee recommended that it is made into a space that can generate revenue. George commented that you can not seek grant money for commercial space renovation. George did mention there is some tourism money from the Governor after Covid. George will move it forward and seek grant money.

III.C Case 2023-05 Sun Hill Plaza Discussion

The applicant, R/J Rymek Co. represented by Rich Rymek, is requesting approval of a special use for a Preliminary Planned Unit Development (PUD) for a multi-building commercial development on the southwest corner of McCarthy Road and Bell Road. Within the PUD application, are special use requests for multiple drive-throughs and special uses for outdoor dining in the B-3 zoning district. The plaza will be phased taking between approximately 3-5 years, with a daycare on Lot 9 and a medical office building on Lot 8 likely built first. The infrastructure will be a part of the first phase of development.

Jamie Tate said that the last public hearing was on September 6. Because there are multiple buildings on one lot, it went to a Pre-PUD. The plans include a pedestrian space with a water feature. Phase I will be one corner developed with a medical facility and a daycare. All infrastructure, mass grading will be put in for the entire sight from the beginning. The plan has been tweaked based on other residents input. Rymek Co has applied to all agencies such as IDOT, Cook County etc. They are now asking for approval from the Village. If a traditional strip

center were to be proposed on this site without any variances or entitlement, it could be built under the current zoning without public input or review.

Jamie addressed the drive thru issues which are not written into our code. Developers are open to future variations and willing to work with the Village. Trustee Stapleton is glad that the water feature will have constant movement without stagnate water. Trustee Maher is concerned with second and third phases not going through. Can staff write in PUD that unsold lots be landscaped. The sidewalks are ending to not disturb the residents early a.m. and late p.m. Attendee recommended connecting sidewalks all the way to the Village. Gleneagles is working on a ten foot walking path.

Jim Bloom resident, north bound on Bell Road, how do they enter the buildings. Left turn on Bell Road. Trustee Maher noted that IDOT will have a traffic study regarding all entrances. All residents are concerned about people cutting through the subdivision on Galway. Residents would like a sidewalk put in as well. Main concern is traffic and noise. Jamie Tate said that future lots will all have to have a PUD approved because the lot lines will be moving depending on the user. Trustee Maher would like a concept drawing showing main roads being built. Then a preliminary PUD and a final PUD. The board agreed to review a final concept plan indicating phases. George said this will probably be ready in late October giving staff time to produce.

III.D Case 2023-10 UDO Amendments Discussion

Staff is proposing the following modifications to the Unified Development Ordinance: Adding a definition for a 'barn' relating to the housing of animals only; and adding a definition for short-term rental. Short-term rental is a special use in the Downtown District (D-D), but it is not defined in the Definitions section. There are no proposed changes to the use table for short-term rentals; and Modifying Home Occupation section to address them in the D-D; and Modifying the Illuminations Standards section to address lighting for sports fields and events for public entities.

An accessory structure to house allowed animals is currently allowed in the UDO as long as the lot is over one-acre, and the structure meets strict setbacks. While this sort of structure is allowed within certain parameters, there is not a definition of this structure with limitations on size or height. Staff is proposing to add a definition of 'barn' addressing this oversight. Jamie Tate said in the code there needs to be a definition of the size of the barn structure. Trustee Sniegowski would like to have no barn structure and make it special use.

Staff was recently enlightened to the conflict of home occupations in the mixed-use Downtown District (D-D) when certain businesses should occupy first floor commercial spaces. Certain businesses that attract customer traffic and necessitate parking and signage, should be encouraged to occupy non-residential units in a multi-unit building in the Downtown. Staff is proposing to add language to address this concern. Jamie is recommending that there is no home base business in downtown. Short term rentals in D-D will be a special use.

While researching the UDO for an inquiry, staff discovered that lighting for public safety in reference to sports fields and parks were subject to the limitations of the Village's codes. It is typical for government entities, such as Park Districts, to be exempt from certain restrictions such as lighting as they hold more expertise in field and event safety. Staff is proposing language to address lighting for parks, sports fields and events. Jamie is recommending that the Park District make their own restrictions. Board approved.

III.E Extend Audit Services Contract with Baker Tilly

Baker Tilly's current three year contract expires with the completion of the FY2023 audit. While Baker Tilly has been the Village's auditor since 2010, the Baker Tilly engagement partner and audit staff were replaced in 2021 to provide a fresh perspective. Joe Lightcap, director and his team has worked well with Village staff to provide a quality accurate financial report. They have been accessible and extremely helpful during the fiscal year as and when staff has required their expertise. With the sale of the Rt 83 properties within various TIF funds, there are related complex accounting issues that Baker Tilly can assist staff appropriately. Baker Tilly has the institutional knowledge and expertise to provide accurate reporting for the next fiscal year end. Staff is requesting a three year extension to allow for a smooth audit while staff has the opportunity to work through the current situation

Darshana would like to extend the contract for another three years. The price has gone up by 15 percent due to inflation and having qualified employee’s. Baler Tilly has been a good vendor for the Village. Mayor Egofske agree’s to keeping the same auditor.

III.F Replacement of copiers at Village facilities

Currently, there are 6 Canon copiers at various Village facilities: 2 at Village Hall, 3 at Police Department and 2 at Public Works. These were originally leased in 2014 for a term of 5 years, expiring in 2019. Due to their extended use, frequent service maintenance calls are needed which are expensive and cause workflow interruptions. Staff assimilated each department's copier requirements (for e.g. stapler, hole punch, etc.) which was provided to the vendors. Pricing (for 6 copiers) for lease, purchase and annual maintenance costs were received from Proven IT (current vendor), Southwest Digital Printing (local vendor) and Gordon Flesch. Maintenance costs include parts, labor, toner and a not to exceed number of mono and color copies. Annual maximum number of copies allowed by Proven IT and Southwest Digital were comparable. Proven IT - purchase price is $43,060 plus maintenance cost over 5 years $18,820, totaling $61,880. - lease price plus maintenance cost for 5 years is $81,560. - copies overage: $0.0049/mono and $0.039/color Gordon Flesch - purchase price is $38,500 plus maintenance cost over 5 years $23,479, totaling $61,979. - lease price plus maintenance cost for 5 years is $75,079. - cost per copy of $0.005/mono and $0.05/color Southwest Digital Printing - purchase price is $46,926 plus maintenance cost over 5 years $18,874, totaling $65,710. - lease price plus maintenance cost for 5 years is $72,604. - copies overage: $0.005/mono and $0.042/color While

the lease option may seem attractive from a cash flow perspective; in the long run, the Village will save by purchasing the copiers. The savings achieved by purchasing the copiers are far greater than the interest income earned on the cash balance, if the copiers were leased. Staff recommends the contract be awarded to the lowest bidder Proven IT as they have the lowest cost to purchase as well as the cost of copies exceeding the maximum allowable is lower. Proven IT is the current vendor and has been reliable and timely in responding to the service calls. ANALYSIS Consistency with Village Polic

Darshana presented three quotes to the Board. All three was asked for their final price on Friday. Gordon came back with a lower price after the packet went out. Board approved Gordon Flesch for the copiers.

III.G Non-Home Rule Municipal Motor Fuel Tax

Illinois Public Act 101-0604 amended the Illinois Municipal Code allowing municipalities located in Cook County (wholly or in part) to impose a motor fuel tax, effective July 1, 2020. The additional non-home rule authority has not been exercised by the Village. The limit of the authority is a rate not to exceed three cents ($0.03) per gallon and must be imposed in one cent increments. The Village could exercise the authority by passing an ordinance and filing with the Department of Revenue by the applicable timeline (October 1 for a January 1 implementation or April 1 for a July 1 implementation). There is an informational bulletin from the Illinois Department of Revenue included with this memorandum.

George Schafer stated the Village held off on this decision. This will go on diesel as well. It will apply to our Will County gas station. Trustee Stapleton noted gas tax is mostly paid by out of towners. Trustee Sniegowski asked why the Village is behind on water rates and they have not been increased consistently. Trustee Shaughnessy does not like to have our residents pay any more than necessary and is against it. Mayor Egofske agreed to raise it the full 3 cents. It will take affect January 1st, 2024.

IV. Unfinished Business

The Forge is using the metro parking lot, the township lot and charging for parking. Trustee Sniegowski would like to have the Village reimbursed. George Schafer would like the Township, Village and the Forge to have an agreement. The township refused to sign the agreement that was presented to them from our attorney. The village owns most of the road and the township owns most of the parking. Jeremie Bacon needs to come in and discuss the financial component regarding parking. He is collecting for VIP parking on two lots that they do not own Trustee Kittridge said. Trustee Maher would like 50 percent of their profits for parking. The Forge is not paying any rent yet want to build a pavilion on the north side, camping and more trails. George Schafer would like all to collaborate. Mayor Egofske will meet with Jeremie to understand his intent. Trustee Maher stated Jeremie has land on Walker Road and questioned why he won't make that a parking lot.

George Schafer said he met with the tollway. They are going to do a berm project by Rolling Meadows. They have met with the residents and have their support. They will maintain the berm as well.

V. New Business

VI. Audience Participation

VII. ~~Executive Session Discussion Under Chapter 5 ILCS 120~~

VII. Adjourn at 8:55 p.m.

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
Monday, September 25, 2023
6:30 p.m.

The regular meeting of the Lemont Village Board was held on Monday, September 25, 2023 at 6:30 p.m. with Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call

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

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

9-11-23 Minutes.pdf

III.B) Approval of Disbursements

Cover Page

9-12-23 thru 9-25-23.pdf

III.C) An Ordinance O-41-23 amending section 5.04.060 (Classes of Licenses and License Fees) of Chapter 5.04 (Liquor Licenses) of Title 5 (Business Licenses and Regulations) of the Village Code of the Village of Lemont (Creating Class F).

Cover Page

Lemont ORD- Amending Chapt 5 Class F.pdf

III.D) An Ordinance O-42-23 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060: Alcoholic Beverages (Increasing Number of Class F Liquor Licenses)

Cover Page

Class_F_Liquor_License_to_Tatum Mae .pdf

III.E) Resolution R-52-23 to Approve Extension of Audit Services Contract with Baker Tilly

Cover Page

Proposed Village of Lemont FY24 - FY26 - Audit Engagement Letter.pdf

Resolution to Extend Baker Tilly Audit Services contract FY24-FY26.pdf

III.F) A Resolution R-53-23 for Purchase of copiers at Village facilities and five year annual maintenance agreement

Cover Page

Resolution for purchase of copiers 09.25.23.pdf

Gordon Flesch Final Quote.pdf

Gordon Flesch Lemont Maintenance Agreement.pdf

Gordon Flesch Lemont Order Form.pdf

III.G) A Resolution R-54-23 to Accept Planning Technical Assistance Services Delivered by the Chicago Metropolitan Agency for Planning

Cover Page

Lemont ADA TP Resolution.pdf

Lemont MOU w Attachment.pdf

Approved Lemont TP Scope Statement.docx

III.H) A Resolution R-55-23 Approving Proposal from Artistic Holiday Designs

Cover Page

Resolution Approving Proposal for Artistic Holiday Designs 2023.pdf

Motion by Rick Sniegowski, seconded by Ken McClafferty, to approve the Consent Agenda.

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

IV) Mayor's Report

IV.A Presentation of Annual Comprehensive Financial Report for the year ending April 30, 2023

Cover Page

Village of Lemont AUD 4-30-2023 ACFR FINAL.pdf

Village of Lemont AUD 4-30-2023 Audit Results FINAL.pdf

Village of Lemont AUD 4-30-2023 - GAGAS Opinion FINAL.pdf

Village of Lemont AUD 4-30-2023 MainArcher TIF FINAL.pdf

Village of Lemont AUD 4-30-2023 TOD TIF FINAL.pdf

Village of Lemont AUD 4-30-2023 Downtown Canal TIF FINAL.pdf

Village of Lemont AUD 4-30-2023 Gateway TIF FINAL.pdf

Village of Lemont AUD 4-30-2023 I&M TIF FINAL.pdf

As mandated by local Ordinances and Statutes, the Village is required to annually report on our financial position stated Darshana Prakash. Noted where the following highlights: large capital improvement projects were completed - Stephen St. watermain; PW Annex access road, National Fitness Court. DCEO grants partially funded two projects. General Fund balance increased by $3M. Village's net position increased by $14M from subdivisions. The auditors conducted their review of internal control procedures and required financial audit workpapers. The audit process was smooth, similar to previous years. Attached please find the Annual Comprehensive Financial Report (ACFR) for the year ending April 30, 2023 and 5 Tax Increment Financing (TIF) reports, audit results and audit opinion. Joe Lightcap, Director, Baker Tilly gave a brief presentation of the audit including two reports. The annual comprehensive financial report and the audit results letter were introduced to the board. Trustee Sniegowski congratulated Darshana on receiving the certificate of achievement for the finances. Mayor Egofske asked about funding for water and sewer and being prepared for future costs. Mayor requested a meeting addressing expenses, cash flow and debt. Mayor Egofske thanked all involved with the audit and appreciate the hard work.

The Lemont Farmers Market is tomorrow from 4-7 PM, and every Tuesday evening through October 17, in Village Green park at 322 Main Street, just west of Pollyanna Social. This is becoming quite a cozy place to visit with live music, new string lighting in the park, food, and vendors. Enjoy a relaxing evening at Lemont Farmers Market, and visit them on their Facebook page for more information.

Metra is offering special Saturday service on the Heritage Corridor Line through October 14, giving Chicago area residents opportunities to explore the bike and running paths, events, craft breweries, restaurants, and vibrant communities along the historic Heritage Corridor line. The trains are equipped with Metra's new bike cars to carry extra bikes. This also offers the opportunity for residents to ride the Metra from Lemont to Chicago. Full schedules can be viewed at metra.com.

The Lemont Fire Protection District will hold their annual Open House on Saturday, September 30, from 11 am – 2 pm, at Fire Station No. 1, at 15900 New Ave. There will be many demonstrations and kids' activities. Visit their Facebook page, at Lemont Fire Protection District.

Fall on Canal market is on Sunday, October 1, from 9 am – 3 pm on Canal Street. This popular outdoor market in downtown Lemont features local vintage peddlers and handmade artists. Bring your friends and family along for shopping, food and live music. The event is hosted by Mabel's Market and Lemont Downtown. Visit either Facebook page for more information.

Art on the Green, hosted by the Lemont Art & Culture Commission, will be held on October 7 and 8, from 11 am – 5 pm each day at Village Green, 322 Main Street, in downtown Lemont. This outdoor art festival will display local artists' work which will be for sale during this event. Visit their website at, art lemont . org.

Lemont Unlocked is back this year on Sunday, October 8, from 2 – 5 pm. This is where you get to spend the afternoon discovering hidden gems in Lemont, learn about local history, architecture, and folklore. The event is free, but you do need to register. Visit the event page on Lemont Downtown or Village of Lemont's Facebook.

The always anticipated Fall Household Recycling Event, sponsored by the Lemont Environmental Advisory Commission, will be held on October 14 in the Lemont Metra lot from 9 am – 1 pm. Visit our Community Calendar at, lemont . il. us, for a list of acceptable items and collections.

If you have not ordered your 150th Anniversary logo gear, get it before it's gone! With the fall weather upon us, there are some great selections for cooler weather wear that will make great gifts too. Visit, Lemont 150 . com, and select "Shop" from the top.

V) Clerk's Report

V.A An Ordinance O-43-23 Establishing and Adding Title 3 Revenue and Finance to the Village Code of the Village of Lemont (Local Motor Fuel Tax)

Cover Page

Lemont ORD- Establishing Chapter 3.37 (Local Motor Fuel Tax)_9.22.23.pdf

Motion by Ronald Stapleton, seconded by Rick Sniegowski, to approve said ordinance.

IL State Legislature amended the code allowing municipalities located in Cook County to impose a motor fuel tax. The additional non-home rule authority has not been exercised by the Village. The limit of the authority is a rate not to exceed three cents ($0.03) per gallon and must be imposed in one cent increments. George Schafer noted that in 2024 Gas N Wash will be opening on the east side of the Village. The tax would be collected by the state treasurer and remitted to the Village. An administrative fee is retained by the state treasurer. This needs to be implemented by October 1st.

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

V.B A Resolution R-56-23 Approving Award of Contract 2023 Sidewalk Improvements Project

Cover Page

A Resolution Approving Award of Contract 2023 Sidewalk Improvements Project.pdf

Motion by Janelle Kittridge, seconded by Dave Maher, to approve said resolution.

Ralph Pukula reported five (5) bids were received on September 15, 2023, for the 2023 Sidewalk Improvements project. Work includes the removal and replacement of existing sidewalk, restoration, and all appurtenant construction, Village-wide. Approximately 100 sidewalk areas were identified in the Village for repair. Some are deemed hazardous. The low bid amount was submitted by J&J Newell Concrete, in the amount of $146,227.50. Trustee Maher asked when this would be started. Mr. Pukula said mid October and completed by Thanksgiving. Work will be completed by zone in the Village. Staff recommends to award the contract to J&J Newell.

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

V.C A Resolution R-57-23 Approving Award of Contract 2023 Tree Replacement Program

Cover Page

A Resolution Approving Award of Contract 2023 Tree Replacement Program.pdf

Motion by Janelle Kittridge, seconded by Dave Maher, to approve said resolution.

One (1) bid was received on September 15, 2023, for the 2023 Tree Replacement Program, which includes the installation of 65 new trees, and all appurtenant construction, Village-wide. The low bid amount was submitted by iTrees.com, in the amount of $35,390.00. The Public Works Department often uses this company for the installation of new trees. Trustee Stapleton asked how many people are on the list and Mr. Pukula said the majority on the list are being covered. Next year he will recommend a larger budget to cover all requests. Trustee McClafferty confirmed that this is one tree per property. Staff recommends to award the contract to iTrees.

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

VI) Village Attorney Report

VII) Village Administrator Report

George Schafer noted that the Mayor and staff will be meeting to discuss the water and sewer utilities for the Village. The water structure rates that were sent out and proposed will not be going in to effect October 1st. Rates have not been increased rather increased water usage by residents. George mentioned that on the Village's web site you can check your bi-monthly water billing history.

VIII) Board Reports

IX) Staff Reports

Ralph Pukula noted the water lead replacement program survey is on our website. If your house was built before 1986, your home might have lead lines. If you need assistance please call public works. Trustee Stapleton asked if that service line runs from the buffalo box to the home. Ralph noted that potentially yes if the lines were placed before 1986.

X) Unfinished Business

XI) New Business

XII) Audience Participation

XIII) Executive Session Discussion Under Chapter 5 ILCS

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

There being no further business a motion was made by Ronald Stapleton, seconded by Ken McClafferty, to adjourn the meeting.

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Administration
THROUGH:
SUBJECT: Approval of Disbursements
DATE: October 23, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Disbursements

BOARD ACTION REQUESTED
Approval of Disbursements

ATTACHMENTS
9-26 thru 10-9-23.pdf
10-10 thru 10-23-23.pdf

Village of Lemont

Payment Register

From Payment Date: 9/26/2023 - To Payment Date: 10/9/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
24726	09/26/2023	Open			Utility Management Refund	KAPINUS, BRIDGET	$133.87		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Multi Family		100113-004	refund final balance	09/26/2023	Refund			
24727	09/26/2023	Reconciled		10/03/2023	Utility Management Refund	MARYBETH BINDER	$42.07	$42.07	$0.00
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Senior		201686-001	refund final balance	09/26/2023	Refund			
24728	09/26/2023	Open			Utility Management Refund	HASHEM HALEEM	$195.29		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Multi Family		242382-001	refund double payment	09/26/2023	Refund			
24729	10/09/2023	Open			Accounts Payable	A&W AUTO TRUCK & TRAILER	$57.94		
	Invoice		Date	Description		Amount			
	8560		09/26/2023	jack/ jack wheel		$57.94			
24730	10/09/2023	Open			Accounts Payable	ADOBE SYSTEMS INC	$8,021.16		
	Invoice		Date	Description		Amount			
	2564977787		09/27/2023	LICENSE RENEWAL		$8,021.16			
24731	10/09/2023	Open			Accounts Payable	AMALGAMATED BANK OF CHICAGO	$475.00		
	Invoice		Date	Description		Amount			
	23-10-01 3003		10/01/2023	1857413003 SERIES 2020 FEES		$475.00			
24732	10/09/2023	Open			Accounts Payable	BARRETT HARDWARE CO	$135.86		
	Invoice		Date	Description		Amount			
	3257246		09/21/2023	marking paint		$83.33			
	3257247		09/21/2023	tools		$52.53			
24733	10/09/2023	Open			Accounts Payable	C.O.P.S. TESTING SERVICE INC	$502.92		
	Invoice		Date	Description		Amount			
	108475		09/27/2023	ONLINE APPLICATIONS		$502.92			
24734	10/09/2023	Open			Accounts Payable	CHICAGO TITLE COMPANY LLC	$1,800.00		
	Invoice		Date	Description		Amount			
	22011996HH		08/02/2023	1223 STATE STREET - TITLE WORK		$450.00			
	23000203HH		08/02/2023	15554 127TH ST - TITLE WORK		$450.00			
	2200718HH		08/02/2023	210 CASS STREET - TITLE WORK		$450.00			
	22007179HH		08/02/2023	701 MCCARTHY STREET - TITLE WORK		$450.00			
24735	10/09/2023	Open			Accounts Payable	COMED	$562.15		
	Invoice		Date	Description		Amount			
	23-09-0007		09/22/2023	1173160007 - street lights - talcott, e of stephen		$180.19			
	23-09-2285		09/27/2023	1389012285 - 0 W State St, 1N Canal*Festival Lemont		$78.73			
	23-09-4052		09/27/2023	2163104052 - street lights - stephen st 1 S river		$62.86			
	23-09-8014		09/27/2023	3909078014 - street lights - illinois, e of stephen		$25.78			
	23-09-9011		09/28/2023	6534089011 - street lights - 411 Singer Ave Rear		$214.59			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24736	10/09/2023	Open			Accounts Payable	DORNER COMPANY	$2,625.00		
	Invoice		Date	Description		Amount			
	507316		08/29/2023	install cla-val and valve inspections		$2,625.00			
24737	10/09/2023	Open			Accounts Payable	GREATER WILL COUNTY EMERGENCY SERVICES MUTUAL AID	$100.00		
	Invoice		Date	Description		Amount			
	23-07-01		07/01/2023	2023 DUES		$100.00			
24738	10/09/2023	Open			Accounts Payable	GUARANTEED TECHNICAL SERVICES AND CONSULTING INC	$2,290.00		
	Invoice		Date	Description		Amount			
	2023-416		09/26/2023	I.T. Support		$2,290.00			
24739	10/09/2023	Open			Accounts Payable	HALL SIGNS, INC.	$275.04		
	Invoice		Date	Description		Amount			
	69720		07/31/2023	23GM sign materials		$275.04			
24740	10/09/2023	Open			Accounts Payable	ILLINOIS STATE POLICE	$30.00		
	Invoice		Date	Description		Amount			
	2023128959-1		09/27/2023	B. VAITIEKUS		$30.00			
24741	10/09/2023	Open			Accounts Payable	KIMBALL MIDWEST	$519.83		
	Invoice		Date	Description		Amount			
	101461004		09/20/2023	safety visor		$56.54			
	101461862		09/20/2023	supplies		$463.29			
24742	10/09/2023	Open			Accounts Payable	LEMONT FIRE PROTECTION DISTRICT	$3,100.00		
	Invoice		Date	Description		Amount			
	23-09-30 FPD		09/27/2023	JULY - SEPT LAND CASH		$3,100.00			
24743	10/09/2023	Open			Accounts Payable	LEMONT HIGH SCHOOL DIST 210	$23,964.00		
	Invoice		Date	Description		Amount			
	23-09-30 D210		09/27/2023	JULY - SEPT LAND CASH		$23,964.00			
24744	10/09/2023	Open			Accounts Payable	LEMONT PARK DISTRICT	$15,649.50		
	Invoice		Date	Description		Amount			
	23-09-30 PkD		09/27/2023	JULY - SEPT LAND CASH		$15,649.50			
24745	10/09/2023	Open			Accounts Payable	LEMONT-BROMBEREK COMBINED SCHOOL DIST 113A	$49,873.78		
	Invoice		Date	Description		Amount			
	23-09-30 113A		09/27/2023	JULY - SEPT LAND CASH		$49,873.78			
24746	10/09/2023	Open			Accounts Payable	LOTUS DEVELOPMENT 1873, LLC	$175,000.00		
	Invoice		Date	Description		Amount			
	100 LOTUS		09/27/2023	1ST BILLING FOR APPROVAL OF FINAL PUD		$175,000.00			
24747	10/09/2023	Open			Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF ILLINOIS, P.C.	$395.00		
	Invoice		Date	Description		Amount			
	1015014617		09/06/2023	RANDOM DRUG SCREENS		$316.00			
	1015031299		09/12/2023	RANDOM DRUG SCREEN		$79.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24748	10/09/2023	Open			Accounts Payable	OFFICE OF THE ILLINOIS ATTORNEY GENERAL	$30.00		
	Invoice		Date	Description			Amount		
	2023128959-3		09/27/2023	B. VAITIEKUS			$30.00		
24749	10/09/2023	Open			Accounts Payable	POELLOT, JOSHUA, J	$500.00		
	Invoice		Date	Description			Amount		
	100123		09/01/2023	SEPTEMBER 2023 AV SUPPORT			$500.00		
24750	10/09/2023	Open			Accounts Payable	ROD BAKER FORD	$1,028.25		
	Invoice		Date	Description			Amount		
	35584		09/21/2023	parts			$989.64		
	35042		09/09/2023	parts			$38.61		
24751	10/09/2023	Open			Accounts Payable	SHAW MEDIA	$991.80		
	Invoice		Date	Description			Amount		
	2110432		09/27/2023	FY 23 TREASURER REPORT			$991.80		
24752	10/09/2023	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	$50.00		
	Invoice		Date	Description			Amount		
	10-23-04ma		10/02/2023	Oct 23 Plotter Maintenance Agreement			$50.00		
24753	10/09/2023	Open			Accounts Payable	STANDARD EQUIPMENT COMPANY	$1,183.70		
	Invoice		Date	Description			Amount		
	P45543		09/15/2023	parts			$154.90		
	P45615		09/19/2023	parts			$195.60		
	P45377		09/07/2023	parts			$416.60		
	P45544		09/15/2023	parts			$416.60		
24754	10/09/2023	Open			Accounts Payable	STAPLETON, RONALD	$723.88		
	Invoice		Date	Description			Amount		
	23-09-27 RS		09/27/2023	IML CONFERENCE			$723.88		
24755	10/09/2023	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$5.00		
	Invoice		Date	Description			Amount		
	2023128959-2		09/27/2023	B. VAITIEKUS			$5.00		
24756	10/09/2023	Open			Accounts Payable	UNDERGROUND PIPE SOLUTIONS	$3,600.00		
	Invoice		Date	Description			Amount		
	LEMONT09052023		09/05/2023	televise sanitary lines			$2,400.00		
	LEMONT08162023		08/16/2023	televise sanitary lines			$1,200.00		
24757	10/09/2023	Open			Accounts Payable	UNIFIRST CORPORATION	$95.06		
	Invoice		Date	Description			Amount		
	1201038063		09/02/2023	1658751 - Village Hall carpet mats			$95.06		
24758	10/09/2023	Open			Accounts Payable	VEENSTRA & KIMM, INC.	$1,320.00		
	Invoice		Date	Description			Amount		
	6761010		09/27/2023	7/16/23=8/19/23 DOWNTOWN COM ED UTILITY			$1,320.00		
24759	10/09/2023	Open			Accounts Payable	VILLAGE OF LEMONT -UTILITY BILL	$2,315.04		
	Invoice		Date	Description			Amount		
	23-10-5047		09/27/2023	165047-001 - 16680 NEW AVE			$45.57		
	23-10-5045		09/27/2023	165045-001 - 14600 127TH ST			$208.74		
	23-10-6800		09/27/2023	166800-002 - 16680 NEW AVE			$1,160.57		
	23-10-2214		09/27/2023	162214-001 - 418 MAIN ST			$213.57		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	23-10-2213		09/27/2023	162213-001 - 418 MAIN ST		$85.57			
	23-10-2215		09/27/2023	162215-001 - 418 MAIN ST		$601.02			
24760	10/09/2023	Open			Accounts Payable	WEX FLEET UNIVERSAL	$115.29		
	Invoice		Date	Description		Amount			
	92341850		09/30/2023	September 2023 retail fuel		$115.29			
24761	10/09/2023	Open			Accounts Payable	ARIZA RESOURCE CENTER	$550.00		
	Invoice		Date	Description		Amount			
	232209PatMou		09/27/2023	POLICE TESTING FOR MOUSA		$550.00			
Type Check Totals:					36 Transactions		$298,256.43	$42.07	$0.00
EFT									
2647	09/30/2023	Reconciled		09/29/2023	Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	$42,427.56	$42,427.56	$0.00
	Invoice		Date	Description		Amount			
	23-09-30 IMRF		09/26/2023	Sept 2023 IMRF Contributions		$42,427.56			
2648	10/09/2023	Open			Accounts Payable	ALL TOGETHER LLC	$13,340.00		
	Invoice		Date	Description		Amount			
	21362		09/27/2023	SEPT 2023 - LEMONT DOWNTOWN		$6,510.00			
	21368		10/02/2023	OCT 2023 - LEMONT DOWNTOWN		$6,830.00			
2649	10/09/2023	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERVICES INC	$4,036.00		
	Invoice		Date	Description		Amount			
	22410 VL		09/01/2023	SEPTEMBER 2023		$4,036.00			
2650	10/09/2023	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	$1,147.49		
	Invoice		Date	Description		Amount			
	23-10-13 EA		09/01/2023	OCT 2023 payment		$1,147.49			
2651	10/09/2023	Open			Accounts Payable	ARTISTIC HOLIDAY DESIGNS, LLC	$57,184.87		
	Invoice		Date	Description		Amount			
	2077		09/09/2023	CONTRACT YEAR 3 OF 2021 LIGHTING LEASE		$20,000.00			
	2082		09/09/2023	DECOR FOR LIGHTING UP LEMONT 2023		$20,000.00			
	2079		09/09/2023	2022 LIGHTING LEASE		$10,184.87			
	2078		09/09/2023	GINGERBREAD HOUSE ARCH		$7,000.00			
2652	10/09/2023	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$12,562.65		
	Invoice		Date	Description		Amount			
	007010		09/01/2023	800 gallons regular		$2,938.56			
	000558		09/11/2023	1887 gallons regular		$6,483.55			
	028436		07/19/2023	994 gallons diesel		$3,140.54			
2653	10/09/2023	Open			Accounts Payable	B&R REPAIR INC	$572.02		
	Invoice		Date	Description		Amount			
	WI001851		09/12/2023	sweeper repair		$572.02			
2654	10/09/2023	Open			Accounts Payable	CHICAGO PARTS & SOUND, LLC	$88.20		
	Invoice		Date	Description		Amount			
	3-0057679		09/14/2023	parts		$88.20			
2655	10/09/2023	Open			Accounts Payable	CRAWFORD, MURPHY, TILLY, INC.	$5,572.50		
	Invoice		Date	Description		Amount			
	0230750		09/17/2023	MWRD reporting for 2020,2021,2022		$5,572.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2656	10/09/2023	Open			Accounts Payable	CROSS POINTS SALES, INC	$350.00		
	Invoice		Date	Description		Amount			
	81227		09/21/2023	alarm repair		$350.00			
2657	10/09/2023	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC	$3,000.00		
	Invoice		Date	Description		Amount			
	6267		10/01/2023	OCTOBER 2023 CONSULTING		$3,000.00			
2658	10/09/2023	Open			Accounts Payable	GRANICUS LLC	$8,408.78		
	Invoice		Date	Description		Amount			
	172083		09/30/2023	CRM MODULE/FOIA MODULE		$8,408.78			
2659	10/09/2023	Open			Accounts Payable	HR GREEN, INC.	$1,156.50		
	Invoice		Date	Description		Amount			
	166886		09/15/2023	23RS MFT/RBI Resurfacing Engineering		$1,156.50			
2660	10/09/2023	Open			Accounts Payable	KRISTIAN GIST CREATIVE	$2,800.00		
	Invoice		Date	Description		Amount			
	23-09-01 KGC		09/27/2023	SEPTEMBER SERVICES		$2,800.00			
2661	10/09/2023	Open			Accounts Payable	LAYNE CHRISTENSEN COMPANY	$1,530.00		
	Invoice		Date	Description		Amount			
	2566661		09/22/2023	well 5 troubleshooting		$1,530.00			
2662	10/09/2023	Open			Accounts Payable	LEMONT PUBLIC LIBRARY DISTRICT	$4,539.26		
	Invoice		Date	Description		Amount			
	23-09-30 LIB		09/27/2023	JULY - SEPT LAND CASH		$4,539.26			
2663	10/09/2023	Open			Accounts Payable	LOUIS F. CAINKAR, LTD.	$11,827.50		
	Invoice		Date	Description		Amount			
	23-09-14 LC		09/14/2023	LEGAL SVCS - SEPT 21 TO JULY 23		$11,827.50			
2664	10/09/2023	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$2,661.00		
	Invoice		Date	Description		Amount			
	INV054324		09/14/2023	float and transducer repair		$2,171.00			
	INV054393		09/15/2023	data connection fee		$490.00			
2665	10/09/2023	Open			Accounts Payable	NEOPOST #6083457	$3,000.00		
	Invoice		Date	Description		Amount			
	23-09-28 NP		09/27/2023	via ACH - POC # 6083457		$3,000.00			
2666	10/09/2023	Open			Accounts Payable	ODELSON, MURPHEY, FRAZIER & MCGRATH LTD	$3,741.00		
	Invoice		Date	Description		Amount			
	37679		09/27/2023	AUGUST SERVICES		$3,741.00			
2667	10/09/2023	Open			Accounts Payable	OVERDOORS OF ILLINOIS	$2,699.65		
	Invoice		Date	Description		Amount			
	21535		09/26/2023	pd gate repair service date 9.25.23		$1,192.65			
	21534		09/26/2023	pd gate repair service date 9.25.23		$283.00			
	28566		09/26/2023	pd gate repair service date 5.22.23		$1,224.00			
2668	10/09/2023	Open			Accounts Payable	PACE ANALYTICAL SERVICES, LLC	$1,695.00		
	Invoice		Date	Description		Amount			
	I9570167		09/30/2023	sample testing		$1,695.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2669	10/09/2023	Open			Accounts Payable	PROSHRED SECURITY	$57.20		
	Invoice		Date	Description		Amount			
	1253065		09/27/2023	VH SHREDDING		$57.20			
2670	10/09/2023	Open			Accounts Payable	QUENCH USA INC	$107.15		
	Invoice		Date	Description		Amount			
	INV06382214		09/27/2023	146998 - coffee service supplies		$107.15			
2671	10/09/2023	Open			Accounts Payable	RAG'S ELECTRIC	$1,000.00		
	Invoice		Date	Description		Amount			
	4827-2310		10/02/2023	23GM street light maintenance		$1,000.00			
2672	10/09/2023	Open			Accounts Payable	RAINBOW PRINTING	$715.80		
	Invoice		Date	Description		Amount			
	415531		09/21/2023	BUSINESS CARDS - SCHATZ		$85.95			
	415534		09/27/2023	NO DOGS/NO SMOKING SIGNS		$165.95			
	415527		09/19/2023	#10 window utility bill envelopes		$377.95			
	415542		10/02/2023	BUSINESS CARDS - K. AMBROSINI		$85.95			
2673	10/09/2023	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY	$187.86		
	Invoice		Date	Description		Amount			
	51895		09/20/2023	23GM blacktop		$187.86			
2674	10/09/2023	Open			Accounts Payable	RUSH TRUCK CENTERS	$2,157.53		
	Invoice		Date	Description		Amount			
	3034266377		09/22/2023	parts		$1,946.45			
	3034391172		09/29/2023	parts		$211.08			
2675	10/09/2023	Open			Accounts Payable	SOUTHWEST CENTRAL DISPATCH	$27,175.40		
	Invoice		Date	Description		Amount			
	23-09-21 SCD		09/21/2023	OCTOBER 2023		$27,175.40			
2676	10/09/2023	Open			Accounts Payable	TAI GINSBERG & ASSOCIATES LLC	$7,000.00		
	Invoice		Date	Description		Amount			
	2781		09/27/2023	SEPT 2023		$7,000.00			
2677	10/09/2023	Open			Accounts Payable	WILLOWBROOK FORD INC	$66.88		
	Invoice		Date	Description		Amount			
	5164554		09/13/2023	parts		$66.88			
Type EFT Totals:					31 Transactions		$222,807.80	$42,427.56	$0.00
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	35	$298,214.36	$0.00
	Reconciled	1	$42.07	$42.07
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	36	$298,256.43	$42.07

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	30	$180,380.24	$0.00
	Reconciled	1	$42,427.56	$42,427.56
	Voided	0	$0.00	$0.00
	Total	31	$222,807.80	$42,427.56

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount		Reconciled Amount	
					Open	65	$478,594.60		$0.00	
					Reconciled	2	$42,469.63		$42,469.63	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	67	$521,064.23		$42,469.63	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**35**	**$298,214.36**	**$0.00**
	Reconciled	**1**	**$42.07**	**$42.07**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**36**	**$298,256.43**	**$42.07**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**30**	**$180,380.24**	**$0.00**
	Reconciled	**1**	**$42,427.56**	**$42,427.56**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**31**	**$222,807.80**	**$42,427.56**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**65**	**$478,594.60**	**$0.00**
	Reconciled	**2**	**$42,469.63**	**$42,469.63**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**67**	**$521,064.23**	**$42,469.63**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
24763	10/12/2023	Open			Utility Management Refund	FIDELITY NATIONAL TITLE COMPANY, LLC	$4.28		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Senior		107594-001	refund final balance		10/12/2023	Refund		
24764	10/12/2023	Open			Utility Management Refund	TUMASONIS, LINA & VIDAS	$85.57		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		205744-002	refund over payment		10/12/2023	Refund		
24765	10/23/2023	Open			Accounts Payable	AMOONJUMP4U INC	$1,827.75		
	Invoice		Date	Description			Amount		
	18968951		10/10/2023	150TH ANNIV EXTRA FOR HALLOWEEN HOEDOWN			$1,827.75		
24766	10/23/2023	Open			Accounts Payable	AT&T MOBILITY	$556.26		
	Invoice		Date	Description			Amount		
	VIO092023		10/04/2023	plate readers 9/5/23-10/4/23			$556.26		
24767	10/23/2023	Open			Accounts Payable	BARRETT HARDWARE CO	$364.47		
	Invoice		Date	Description			Amount		
	3257329		10/06/2023	hose			$150.36		
	3257335		10/09/2023	hose coupler & addapter			$144.18		
	3257336		10/09/2023	dust cap			$69.93		
24768	10/23/2023	Open			Accounts Payable	BRUCE, SUSAN, M.	$78.98		
	Invoice		Date	Description			Amount		
	23-10-10 SMB		10/10/2023	REIMBURSMENT - ART ON THE GREEN/ HALLOWEEN HOEDOWN			$78.98		
24769	10/23/2023	Open			Accounts Payable	CHICAGO TRIBUNE MEDIA GROUP	$225.00		
	Invoice		Date	Description			Amount		
	080133758000		09/30/2023	Public Notice Bridge/PZC Brambrick			$225.00		
24770	10/23/2023	Open			Accounts Payable	CINTAS CORPORATION	$63.53		
	Invoice		Date	Description			Amount		
	5177691534		09/29/2023	0010696710 - First Aid cabinet service - V.H.			$63.53		
24771	10/23/2023	Open			Accounts Payable	COMED	$643.26		
	Invoice		Date	Description			Amount		
	23-09-3015		09/29/2023	0432203015 - street lights - 44 Stephen St			$84.70		
	23-09-2063		09/29/2023	1443022063 - street lights - KA Steel path			$23.54		
	23-09-7033		09/29/2023	2213017033 - Main St lift station - bell rd, main st			$120.22		
	23-10-4009		10/10/2023	0348764009 - street lights - 47 Stevens St			$223.70		
	23-10-0155		10/10/2023	1515080155 - street lights - 451 Talcott			$6.55		
	23-10-3016		10/02/2023	9338003016 - street lights - houston 1N schultz			$21.94		
	23-09-1019		09/29/2023	0515251019 - 322 Main St Lemont			$52.14		
	23-09-1081A		09/28/2023	4668100181 - Charging Station 1001 Main St			$79.95		
	23-10-4054		10/06/2023	4161134054 - street lights - 0 12701 TRE, 171 LEMONT			$30.52		
24772	10/23/2023	Open			Accounts Payable	CONSERV FS INC	$715.00		
	Invoice		Date	Description			Amount		
	6427221		10/06/2023	seed & weed killer			$715.00		

Village of Lemont

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24773	10/23/2023	Open			Accounts Payable	GCS SUPPLY, LLC	$737.85		
	Invoice		Date	Description		Amount			
	INV0178776		10/11/2023	baricades		$737.85			
24774	10/23/2023	Open			Accounts Payable	GORDON FLESCH COMPANY, INC.	$37,730.00		
	Invoice		Date	Description		Amount			
	R-53-23		10/10/2023	6 CANON COPIERS - VH, PD, PW		$37,730.00			
24775	10/23/2023	Open			Accounts Payable	GRAINGER	$463.77		
	Invoice		Date	Description		Amount			
	9856208302		10/02/2023	valve		$399.75			
	9850565749		09/26/2023	ball valve 1/2 in		$64.02			
24776	10/23/2023	Open			Accounts Payable	GUARANTEED TECHNICAL SVCS & CONSULTING INC	$4,130.00		
	Invoice		Date	Description		Amount			
	2023-448		10/11/2023	SEPTEMBER 23 I.T. SERVICES		$4,130.00			
24777	10/23/2023	Open			Accounts Payable	HAWTHORNE, JEFFREY, J	$150.00		
	Invoice		Date	Description		Amount			
	0444		10/10/2023	DJ FOR HALLOWEEN HOEDOWN		$150.00			
24778	10/23/2023	Open			Accounts Payable	ILLINOIS STATE POLICE	$30.00		
	Invoice		Date	Description		Amount			
	2023133204-1		10/10/2023	M. FEZEKAS		$30.00			
24779	10/23/2023	Open			Accounts Payable	ILLINOIS TOLLWAY	$7.60		
	Invoice		Date	Description		Amount			
	G125000008469		10/04/2023	TOLLS 7/1 TO 9/30/23		$7.60			
24780	10/23/2023	Open			Accounts Payable	J & J PARTY RENTAL	$1,974.00		
	Invoice		Date	Description		Amount			
	VL1023		09/15/2023	DOWNTOWN DESTINATIONS - ART SHOW		$1,974.00			
24781	10/23/2023	Open			Accounts Payable	KEVIN A JESSEN DBA MATCO TOOLS	$1,320.23		
	Invoice		Date	Description		Amount			
	68060		09/26/2023	tools		$431.14			
	68194		10/03/2023	tools/safety		$191.48			
	68059		09/26/2023	tools		$431.14			
	68336		10/10/2023	tools		$225.69			
	68333		10/10/2023	tools		$40.78			
24782	10/23/2023	Open			Accounts Payable	LEMONT HARDWARE LLC	$43.85		
	Invoice		Date	Description		Amount			
	23-09-30 LAH		09/30/2023	Operational supplies - PD		$43.85			
24783	10/23/2023	Open			Accounts Payable	MAHER, DAVID	$394.34		
	Invoice		Date	Description		Amount			
	23-10-17 DM		10/17/2023	REIMBURSEMENT - IML CONF.		$394.34			
24784	10/23/2023	Open			Accounts Payable	MCMASTER-CARR SUPPLY CO	$57.00		
	Invoice		Date	Description		Amount			
	15537758		10/06/2023	tank fittings		$38.08			
	15549703		10/06/2023	tank couplings		$18.92			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24785	10/23/2023	Open			Accounts Payable	MENARDS	$1,459.55		
	Invoice		Date	Description			Amount		
	30760		09/27/2023	tools/supplies/office supplies/vacuum cleaner			$908.92		
	30458		09/20/2023	supplies vh tiles			$602.82		
	30686		09/25/2023	cm return			($201.93)		
	31083		10/04/2023	supplies			$6.17		
	30990		10/02/2023	supplies			$9.38		
	30989		10/02/2023	supplies			$72.92		
	30665		09/25/2023	supplies			$61.27		
24786	10/23/2023	Open			Accounts Payable	MIDCOUNTRY MEDIA INC.	$741.27		
	Invoice		Date	Description			Amount		
	23-10-10-18		10/10/2023	ANTIQUE GUIDE AD			$741.27		
24787	10/23/2023	Open			Accounts Payable	NELSON TANK ENGINEERING & CONSULTING INC	$1,640.00		
	Invoice		Date	Description			Amount		
	2661		09/30/2023	elevated tank painting inspection services			$1,640.00		
24788	10/23/2023	Open			Accounts Payable	OFFICE OF THE ILLINOIS ATTORNEY GENERAL	$30.00		
	Invoice		Date	Description			Amount		
	2023133204-3		10/10/2023	M. FEZEKAS			$30.00		
24789	10/23/2023	Open			Accounts Payable	PROSPAN CONSULTING CO	$950.00		
	Invoice		Date	Description			Amount		
	2023-1007		08/18/2023	trench training			$950.00		
24790	10/23/2023	Open			Accounts Payable	SOSIN, ARNOLD & SCHOENBECK LTD	$1,000.00		
	Invoice		Date	Description			Amount		
	131383		10/10/2023	SEPT 2023 ADJUDICATION			$1,000.00		
24791	10/23/2023	Open			Accounts Payable	SOUTH SUBURBAN BUILDING OFFICIALS ASSOCIATION	$125.00		
	Invoice		Date	Description			Amount		
	23-10-18 SSBOA		10/18/2023	TRAINING - A. WESOLOWSKI, K. HUSCHER, J. LEHMACHER			$125.00		
24792	10/23/2023	Open			Accounts Payable	STANDARD EQUIPMENT COMPANY	$6,472.11		
	Invoice		Date	Description			Amount		
	W11283		09/22/2023	sweeper repair			$5,252.07		
	P46022		10/10/2023	parts			$1,099.95		
	P45910		10/04/2023	parts return			($197.03)		
	P46033		10/11/2023	parts			$317.12		
24793	10/23/2023	Open			Accounts Payable	STANDARD INDUSTRIAL & AUTO EQUIP., INC.	$635.00		
	Invoice		Date	Description			Amount		
	WO-9949		02/01/2023	lift inspections			$635.00		
24794	10/23/2023	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$5.00		
	Invoice		Date	Description			Amount		
	2023133204-2		10/10/2023	M. FEZEKAS			$5.00		

Village of Lemont

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24795	10/23/2023	Open			Accounts Payable	UNIFIRST CORPORATION	$95.06		
	Invoice		Date	Description		Amount			
	1201040526		10/16/2023	1658751 - Village Hall carpet mats		$95.06			
24796	10/23/2023	Open			Accounts Payable	URBAN FOREST MANAGEMENT, INC.	$690.00		
	Invoice		Date	Description		Amount			
	230716		08/31/2023	13467 MAIN - SITE DEVELOPMENT		$57.50			
	230714		08/31/2023	SUN HILL PLAZA - PZC		$316.25			
	230715		08/31/2023	JB HUNT- PZC		$316.25			
24797	10/23/2023	Open			Accounts Payable	WILL COUNTY TREASURER	$4,027.76		
	Invoice		Date	Description		Amount			
	23-10-18 WCT		10/10/2023	2nd installment-pin 12-02-25-100-004-0000		$4,027.76			
24798	10/23/2023	Open			Accounts Payable	METROPOLITAN WATER RECLAMATION DISTRICT	$4,392.66		
	Invoice		Date	Description		Amount			
	25596-2022-B-000		10/03/2023	25596-2022-B-000 user fees		$651.51			
	14485-2022-B-000		10/03/2023	14485-2022-B-000 user fees		$380.04			
	14496-2022-B-000		10/03/2023	14496-2022-B-000 user fees		$979.27			
	26603-2022-B-000		10/03/2023	26603-2022-B-000 user fees		$2,381.84			
Type Check Totals:					36 Transactions		$73,866.15		
EFT									
2680	10/23/2023	Open			Accounts Payable	AUSTIN TYLER CONSTRUCTION INC	$219,714.48		
	Invoice		Date	Description		Amount			
	22499-PE1		10/12/2023	2023 water main improvements Lintz Street		$219,714.48			
2681	10/23/2023	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$9,657.32		
	Invoice		Date	Description		Amount			
	007030		09/21/2023	1501 gallons regular		$4,995.47			
	007145		10/02/2023	1500 gallons regular		$4,661.85			
2682	10/23/2023	Open			Accounts Payable	BAKER TILLY VIRCHOW KRAUSE, LLP	$2,845.00		
	Invoice		Date	Description		Amount			
	BT2553462		09/30/2023	FY 23 AUDIT		$2,845.00			
2683	10/23/2023	Open			Accounts Payable	BILLIG, PEGGY	$43.75		
	Invoice		Date	Description		Amount			
	0152		10/10/2023	PZC MINUTES		$43.75			
2684	10/23/2023	Open			Accounts Payable	CB&I STORAGE TANK SOLUTIONS LLC	$480,104.28		
	Invoice		Date	Description		Amount			
	18151-PE8		10/12/2023	elevated water storage tank		$480,104.28			
2685	10/23/2023	Open			Accounts Payable	CDW GOVERNMENT	$125.54		
	Invoice		Date	Description		Amount			
	MK02551		10/05/2023	PD - MONITOR		$125.54			
2686	10/23/2023	Open			Accounts Payable	EJ USA, INC	$78.75		
	Invoice		Date	Description		Amount			
	10/14/23		10/14/2023	b-box key		$78.75			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2687	10/23/2023	Open			Accounts Payable	FOODY AND DRINKY INSPECTIONS	$1,000.00		
	Invoice		Date	Description		Amount			
	2023-4		09/22/2023	HEALTH INSPECTIONS		$1,000.00			
2688	10/23/2023	Open			Accounts Payable	LYONS ELECTRIC CO	$1,087.00		
	Invoice		Date	Description		Amount			
	18641		09/30/2023	23GM traffic signal maintenance		$735.00			
	18160A		09/30/2023	23GM traffic signal maintenance		$352.00			
2689	10/23/2023	Open			Accounts Payable	MAILHIOT, THOMAS	$1,900.00		
	Invoice		Date	Description		Amount			
	23		10/05/2023	HEALTH INSPECTIONS		$1,900.00			
2690	10/23/2023	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$89,574.00		
	Invoice		Date	Description		Amount			
	INV055108		10/09/2023	water system scada		$89,574.00			
2691	10/23/2023	Open			Accounts Payable	MUNICIPAL GIS PARTNERS, INC	$5,075.00		
	Invoice		Date	Description		Amount			
	7133		10/06/2023	GIS PROFESSIONAL SERVICES - SEPT		$5,075.00			
2692	10/23/2023	Open			Accounts Payable	NORTHERN ILLINOIS REAL ESTATE MAGAZINE	$100.00		
	Invoice		Date	Description		Amount			
	09302023		10/10/2023	SEPT 2023 EC. DEV. AD		$100.00			
2693	10/23/2023	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	$1,658.15		
	Invoice		Date	Description		Amount			
	S701313942.001		10/05/2023	23GM street light parts		$1,658.15			
2694	10/23/2023	Open			Accounts Payable	PROVEN BUSINESS SYSTEMS, LLC	$927.23		
	Invoice		Date	Description		Amount			
	1094142		10/10/2023	3250-08 - 07/8/23 to 10/07/23 - V.H. Copier		$927.23			
2695	10/23/2023	Open			Accounts Payable	QUENCH USA INC	$40.60		
	Invoice		Date	Description		Amount			
	INV06444328		10/12/2023	146998 - coffee service supplies		$40.60			
2696	10/23/2023	Open			Accounts Payable	QUINLAN SECURITY SYSTEMS	$1,473.09		
	Invoice		Date	Description		Amount			
	33503		11/01/2023	door access pd		$416.85			
	33502		11/01/2023	door access metra		$206.85			
	33444		11/01/2023	door access pw		$394.23			
	19417		10/01/2023	repair vh module		$455.16			
2697	10/23/2023	Open			Accounts Payable	RAINBOW PRINTING	$2,061.85		
	Invoice		Date	Description		Amount			
	415545		10/04/2023	HALLOWEEN HOEDOWN 2023		$369.95			
	415548		10/06/2023	LEMONT UNLOCKED POST CARDS		$1,691.90			
2698	10/23/2023	Open			Accounts Payable	RAY O'HERRON CO., INC.	$2,138.57		
	Invoice		Date	Description		Amount			
	2298297		10/02/2023	M. MOUSA - UNIFORM		$1,102.17			
	2298979		10/05/2023	J. LAURICELLA - SAFTEY VEST		$1,036.40			

Village of Lemont

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2699	10/23/2023	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY	$695.64		
	Invoice		Date	Description		Amount			
	52260		09/29/2023	23GM blacktop		$63.86			
	52218		09/28/2023	23GM blacktop		$155.00			
	52358		10/02/2023	23GM blacktop		$63.86			
	52443		10/04/2023	23GM blacktop		$32.86			
	52592		10/06/2023	23GM blacktop		$60.76			
	52502		10/09/2023	23GM blacktop		$319.30			
2700	10/23/2023	Open			Accounts Payable	RYAN, LLC	$6,343.75		
	Invoice		Date	Description		Amount			
	806553		10/10/2023	13TH ARCHER TIF		$1,968.75			
	807113		10/10/2023	135TH ARCHER TIF		$3,537.50			
	808432		10/10/2023	135TH ARCHER TIF		$837.50			
2701	10/23/2023	Open			Accounts Payable	SPARKLES ENTERTAINMENT, INC.	$2,696.88		
	Invoice		Date	Description		Amount			
	231028VL		09/12/2023	ENTERTAINMENT - HALLOWEEN HOEDOWN		$2,696.88			
2702	10/23/2023	Open			Accounts Payable	TRUE BLUE CAR WASH	$150.00		
	Invoice		Date	Description		Amount			
	INV-5016		09/30/2023	SEPT 23 LEMA VEHICLE WASH		$40.00			
	INV-5033		09/30/2023	SEPT 2023 PD VEHICLE WAS		$110.00			
2703	10/23/2023	Open			Accounts Payable	WATER RESOURCES INC	$27,513.70		
	Invoice		Date	Description		Amount			
	36789		10/03/2023	water meters		$23,203.70			
	36801		10/09/2023	water meters		$4,310.00			
2704	10/23/2023	Open			Accounts Payable	WILLOWBROOK FORD INC	$1,235.13		
	Invoice		Date	Description		Amount			
	6403966		09/20/2023	repair vh1001		$1,235.13			
Type EFT Totals:					25 Transactions		$858,239.71		
FM-Clearing - Accounts Payable Totals									

Village of Lemont

Payment Register

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

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

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	$73,866.15	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	36	$73,866.15	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	$858,239.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	25	$858,239.71	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	61	$932,105.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	61	$932,105.86	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**36**	**$73,866.15**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**36**	**$73,866.15**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**25**	**$858,239.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**25**	**$858,239.71**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**61**	**$932,105.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**61**	**$932,105.86**	**$0.00**

Village of Lemont

Refunds in OpenGov

Building Permits/Contractor Licenses

October 1-October 31

Date Paid	Permit #	Permit Type	Applicant Name	Amount	Refund Method
10/5/2023	WALK 23-8	Sidewalk Replacement	Samantha Brouillette	$ 1,000.00	Credit Card
10/13/2023	POOL 23-4	Pool Installation	Michael King	$ 1,000.00	Credit Card
10/13/2023	MISC 23-48	Miscellaneous Permit	Michael Tucker	$ 1,000.00	E-Check
10/16/2023	NRES 23-18	Temporary Certificate of Occupancy	Cameron Peldo	$ 500.00	E-Check
10/16/2023	NRES 23-18	Landscape Bond	Cameron Peldo	$ 5,000.00	E-Check

Total Refunds	$ 8,500.00

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH: George Schafer, Village Administrator
SUBJECT: An Amended Ordinance establishing and adding Title 3 Revenue and Finance to the Village Code of the Village of Lemont (Local Motor Fuel Tax)

DATE: October 23, 2023

SUMMARY/BACKGROUND
On September 25, 2023 the Village Board approved Ordinance O-43-23 which established a local motor fuel tax. The Ordinance was received by Illinois Department of Revenue (IDOR) before the October 1st filing deadline.

However, IDOR's review rejected the Ordinance as submitted and has requested the Village resubmit an amended Ordinance with some specific language revisions. IDOR accepts the original submittal date and if the revised Ordinance is received by November 1, 2023, will proceed with the process of implementing the local motor fuel tax.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Motion to approve the Amended Ordinance

BOARD ACTION REQUESTED
Motion to approve the Amended Ordinance

ATTACHMENTS
Amended Ordinance establishing the local motor fuel tax.pdf

VILLAGE OF LEMONT

ORDINANCE
NUMBER 0-_-23

AN AMENDED ORDINANCE ESTABLISHING AND ADDING TITLE 3 REVENUE AND FINANCE TO THE VILLAGE CODE OF THE VILLAGE OF LEMONT (LOCAL MOTOR FUEL TAX)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

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

ORDINANCE NO. 0- -23

AN AMENDED ORDINANCE ESTABLISHING AND ADDING TITLE 3 REVENUE AND FINANCE TO THE VILLAGE CODE OF THE VILLAGE OF LEMONT (LOCAL MOTOR FUEL TAX)

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

WHEREAS, the President and Board of Trustees of the Village of Lemont (the "Corporate Authorities") may from time to time amend the text of the Village Code when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the Village to amend the Village Code provisions regarding taxes; and

WHEREAS, the Corporate Authorities find it in the best interests of the Village and it's residents that Chapter 3.37 *et seq.* be added to the Village Code ("Local Motor Vehicle Tax").

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

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

SECTION 2:

3.37.010: DEFINITIONS:

Whenever used herein, unless context otherwise requires, the words, terms or phrases used herein shall have the meaning ascribed to them in the Illinois Motor Fuel tax Law, 35 ILCS 505/1 *et seq.*

3.37.020: IMPOSITION OF TAX:

a. A tax is hereby imposed upon all persons engaged in the Village of Lemont in Cook, DuPage and Will Counties in the business of selling motor fuel, as defined in the Motor Fuel Tax Law, at retail for the operation of motor vehicles upon public highways or for the operation of recreational watercraft upon waterways, at the rate of $0.03 per gallon of motor fuel sold at retail in the municipality for the purpose of use or consumption and not for the purpose of resale.

b. The tax herein levied shall be paid in addition to any and all other taxes and charges. The tax herein imposed is not based on the selling or purchase price or gross receipts from the sale or purchase of motor fuel.

c. The imposition of these taxes is in accordance with and subject to the provisions of Sections 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3), and as set forth therein, as far as practicable, Sections 2b, 2d, 6, 6a, 12, 12a, 13, l 3a.2, 13.a.8, 15.1 and 21 of the Motor Fuel Tax Law.

3.37.030: ADMINISTRATION BY THE ILLINOIS DEPARTMENT OF REVENUE

The taxes hereby imposed, and the civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have the full power to administer and enforce the provisions of this Ordinance. Further, the failure to timely collect or remit all taxes due hereunder is a violation of the Code of Ordinances of the Village of Lemont and may be subject to penalties thereunder.

3.37.040: CLERK TO CERTIFY ORDINANCE TO THE ILLINOIS DEPARTMENT OF REVENUE

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before the last day of the calendar month in which the ordinance is enacted.

3.37.050: EFFECTIVE DATE:

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

REPEAL OF CONFLICTING PROVISIONS:

All Ordinances, resolutions, motions or orders in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly hereby repealed on the Effective Date of this Ordinance.

SEVERABILITY:

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision and each invalid provision or invalid application of this Ordinance is severable.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF OCTOBER 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.060.B: Alcoholic Beverages (Decreasing the Number of Class A-3 Liquor Licenses - Alice's Polish Cuisine, Inc.).
DATE: October 23, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of said Ordinance

BOARD ACTION REQUESTED
Approval of said Ordinance

ATTACHMENTS
Removing Class_A-3 Liquor_License_.pdf

VILLAGE OF LEMONT
ORDINANCE NO. _____

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

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF OCTOBER 2023

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 23rd day of October 2023

ORDINANCE NO. _____

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

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

WHEREAS, Alice's Polish Cuisine, Inc., d/b/a Alice's Polish Cuisine, located at 1106 State Street, Lemont, IL, has applied for a Class A-3 Liquor License issued by the Village; and

WHEREAS, Alice's Polish Cuisine, Inc., d/b/a Alice's Polish Cuisine has never opened; and

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

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

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

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

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

Class	Number of Licenses	License Fee
A-1	8	$2,200.00
A-2	1	$2,200.00
A-2-x	1	$2,200.00
A-3	**~~23~~ 22**	**$2,100.00**
A-3-1	0	$200.00
A-4	5	$1,500.00
A-5	1	$2,000.00
A-6	1	$1,500.00
A-7	1	$2,100.00
A-8	1	$1,500.00
A-9	1	$2,200.00
B-1	2	$1,100.00
B-2	As authorized by the Liquor Control Commissioner	$25.00
B-3	As authorized by the Liquor Control Commissioner	$25.00
C-1	9	$2,000.00
C-2	0	$1,500.00
C-3	1	$1,500.00
C-4	0	$1,500.00
C-5	2	$200.00
D-1	3	$250.00
E-1-x	1	$650.00
F	1	$250.00

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF OCTOBER 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: Resolution Accepting IDOT Documentation Review No. 63 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2022 to December 31, 2022
DATE: October 23, 2023

SUMMARY/BACKGROUND
In 2023, IDOT conducted a Documentation Review of the use of MFT Funds by the Village for the period January 1, 2022 to December 31, 2022.

Staff worked with the IDOT auditor to complete the review process.

The attached Resolution is a housekeeping item, accepting the IDOT Documentation Review No. 63 of Motor Fuel Tax Funds received and disbursed by the Village of Lemont for the period of January 1, 2022 to December 31, 2022. This Documentation Review report will be retained by the Village of Lemont as a permanent record.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Pass Resolution Accepting IDOT Documentation Review No. 63 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2022 to December 31, 2022

BOARD ACTION REQUESTED
Pass Resolution Accepting IDOT Documentation Review No. 63 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2022 to December 31, 2022

ATTACHMENTS
Resolution Accepting IDOT Documentatoin Review No 63 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2022 to December 31, 2022.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-23

RESOLUTION ACCEPTING IDOT DOCUMENTATION REVIEW NO. 63 OF MOTOR FUEL TAX FUNDS RECEIVED AND DISBURSED BY THE VILLAGE OF LEMONT FOR THE PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2023

RESOLUTION NO. R-_____-23

RESOLUTION ACCEPTING IDOT DOCUMENTATION REVIEW NO. 63 OF MOTOR FUEL TAX FUNDS RECEIVED AND DISBURSED BY THE VILLAGE OF LEMONT FOR THE PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, the Village of Lemont ("Village") has received Documentation Review No. 63 from the Illinois Department of Transportation as the official record of the receipt and disbursement of Motor Fuel Tax Funds for the period January 1, 2022 to December 31, 2022; and

WHEREAS, Documentation Review No. 63 attached hereto as Exhibit A will be retained by the Village of Lemont as a permanent record.

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

SECTION 1:

This Resolution shall become effective upon passage, approval, and publication in the manner provided by law.

SECTION 2:

All Resolutions or parts of Resolutions inconsistent with this Resolution are hereby expressly repealed.

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

RESOLUTION ACCEPTING IDOT DOCUMENTATION REVIEW NO. 63 OF MOTOR FUEL TAX FUNDS RECEIVED AND DISBURSED BY THE VILLAGE OF LEMONT FOR THE PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022

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

LOCAL ROADS AND STREETS
Motor Fuel Tax – Documentation Review
Village of Lemont
Cook County

October 10, 2023

Ms. Charlene Smollen
Village Clerk
Village of Lemont
418 Main Street
Lemont, IL 60439

Dear Ms. Smollen:

Enclosed is a copy of Documentation Review No. 63 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning January 1, 2022 and ending December 31, 2022.

This report should be presented to the Village President and Board of Trustees at the first regular meeting after receipt of this letter and filed as a permanent record.

If you have any questions or need additional information, please contact Kevin Stallworth, Field Engineer, at (847) 705-4169 or via email at Kevin.Stallworth@illinois.gov.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By:
Charles F. Riddle, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

Illinois Department of Transportation

Documentation Review Cover Sheet

Agency: VILLAGE OF LEMONT	
Documentation Review for: [X] Motor Fuel Tax [ ] Township Bridge [ ] Special Assessment [ ] G.O. Bond Issue [ ] MFT Fund Bond Issue	Documentation Review Year(s): 2022 Documentation Review Number: 63 Date: October 10, 2023

Illinois Department of Transportation

Documentation Reviewer's Certificate

VILLAGE OF LEMONT

Documentation Review No. 63

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of LEMONT for the period beginning Jan. 1, 2022 and ending Dec. 31, 2022, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted

Reviewer

REVIEWED AND APPROVED BY

Date: 10-11-2023

District Local Roads and Streets Engineer

Illinois Department of Transportation

Reviewer's Comments

VILLAGE OF LEMONT

Documentation Review Report No. 63

Documentation Review Period: Jan. 1, 2022 to Dec. 31, 2022

Purpose of Documentation Review:	To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2022

The other receipts to the Motor Fuel Tax Fund were $28,898.39 received as follows:

2022 Interest	28,898.39
Total received:	**$28,898.39**

SIGNED _____
Reviewer

Illinois Department of Transportation

Fund Balance and Bank Reconciliation

VILLAGE OF LEMONT

Documentation Review Report No. 63

Documentation Review Period Jan. 1, 2022 - Dec. 31, 2022

Date: October 10, 2023

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Documentation Review	2,074,464.14	(836,868.15)	1,237,595.99	
Allotments	1,009,565.66	0.00	1,009,565.66	
Total MFT Funds	3,084,029.80	(836,868.15)	2,247,161.65	
Approved Authorizations	(982,278.89)	982,278.89	0.00	
Other Receipts		28,898.39	28,898.39	
Total	2,101,750.91	174,309.13	2,276,060.04	
Disbursements		857,975.52	857,975.52	
Surplus (Credits)	542.86	(542.86)	0.00	
Unexpended Balance	2,102,293.77	(684,209.25)	1,418,084.52	

Bank Reconciliation	
Balance in Fund per Bank Certificate Dec. 31, 2022	1,497,163.03
Deduct Outstanding Warrants	
Add Outstanding investments	0.00
Additions - Cash Equity Account	(79,078.51)
Subtraction's	
Net Balance in Account Dec. 31, 2022	1,418,084.52

Certified Correct

Reviewer

Illinois Department of Transportation

Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

VILLAGE OF LEMONT | Documentation Review Period: January 1, 2022 - December 31, 2022 | Documentation Review Report No. 63

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
CONSTRUCTION PROJECTS										
21-00056-00-RS RBI & MFT Funds										
CONSTRUCTION	(715,774.45)				(715,774.45)	31,903.52		(747,677.97)	1,190,044.74	1,221,948.26
CONST. ENG.	0.00				0.00			0.00	0.00	0.00
MAINTENANCE PROGRAMS										
19-00000-00-GM										
MAINTENANCE	(6,833.27)	5,083.87			(1,749.40)			(1,749.40)	454,475.27	454,475.27
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
20-00000-00-GM										
MAINTENANCE	68,733.43				68,733.43			68,733.43	469,222.57	469,222.57
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
21-00000-00-GM										
MAINTENANCE	(166,277.79)				(166,277.79)	6,859.66		(173,137.45)	166,277.79	173,137.45
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
22-00000-00-GM										
MAINTENANCE	0.00	957,400.00			957,400.00	819,212.34		138,187.66	0.00	819,212.34
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
EARNED INTEREST										
21-00000-00-AC	542.86				542.86		542.86	0.00		
22-00000-00-AC	0.00			28,898.39	28,898.39			28,898.39		
OTHER CATEGORY										
20-00000-01-AC	2,536.09				2,536.09			2,536.09		
19-00000-01-AA	(19,795.02)	19,795.02			0.00			0.00		
TOTALS	(836,868.15)	982,278.89	0.00	28,898.39	174,309.13	857,975.52	542.86	(684,209.25)	2,280,020.37	3,137,995.89

Vendor	Invoice No.	Section #	Invoice Date	Invoice Amount	
K-Five Construction	21182-PE4F	21-00056-00-RS	06/15/2022	31,903.52	**31,903.52**
Rags Electric	4827-2112	21-00000-00-GM	01/03/2022	1,000.00	
Lyons Electric	18251	21-00000-00-GM	12/30/2021	245.00	
Lyons Electric	18229	21-00000-00-GM	11/28/2021	245.00	
Lyons Electric	18251	21-00000-00-GM	12/30/2021	245.00	
Lyons Electric	18229	21-00000-00-GM	11/28/2021	245.00	
Lyons Electric	18251	21-00000-00-GM	12/30/2021	245.00	
Lyons Electric	18229	21-00000-00-GM	11/28/2021	245.00	
Cook County Treas	2021-4	21-00000-00-GM	01/03/2022	859.50	
IDOT	61558	21-00000-00-GM	02/01/2022	3,530.16	**6,859.66**
Route 66 Asphalt C	37593	22-00000-00-GM	04/26/2022	85.50	
Route 66 Asphalt C	37576	22-00000-00-GM	04/25/2022	114.00	
Route 66 Asphalt C	37500	22-00000-00-GM	04/21/2022	219.48	
Route 66 Asphalt C	38892	22-00000-00-GM	05/31/2022	601.21	
Route 66 Asphalt C	39011	22-00000-00-GM	06/01/2022	122.00	
Route 66 Asphalt C	39029	22-00000-00-GM	06/02/2022	368.44	
Route 66 Asphalt C	39243	22-00000-00-GM	06/03/2022	592.64	
Route 66 Asphalt C	40325	22-00000-00-GM	08/02/2022	154.94	
Route 66 Asphalt C	40388	22-00000-00-GM	08/01/2022	62.83	
Route 66 Asphalt C	40877	22-00000-00-GM	08/15/2022	175.00	
Route 66 Asphalt C	40750	22-00000-00-GM	08/11/2022	791.04	
Route 66 Asphalt C	40751	22-00000-00-GM	08/11/2022	8,501.93	
Route 66 Asphalt C	41096	22-00000-00-GM	08/18/2022	201.00	
Route 66 Asphalt C	40913	22-00000-00-GM	08/09/2022	245.00	
Route 66 Asphalt C	40965	22-00000-00-GM	08/16/2022	621.09	
Route 66 Asphalt C	41014	22-00000-00-GM	08/17/2022	201.67	
Route 66 Asphalt C	42093	22-00000-00-GM	09/14/2022	136.01	
Route 66 Asphalt C	42224	22-00000-00-GM	09/15/2022	70.00	
Route 66 Asphalt C	42762	22-00000-00-GM	09/28/2022	224.64	**13,488.42**
K-Five Hodgkins LL	37089	22-00000-00-GM	01/04/2022	1,796.55	**1,796.55**
K-Five Hodgkins LL	37454	22-00000-00-GM	04/12/2022	746.28	**746.28**
Vulcan Materials	32877376	22-00000-00-GM	03/08/2022	669.70	

Vulcan Materials	32960438	22-00000-00-GM	06/07/2022	577.10	
Vulcan Materials	32966443	22-00000-00-GM	06/14/2022	142.30	
Vulcan Materials	33073781	22-00000-00-GM	10/18/2022	2,722.46	**4,111.56**
Compass Minerals	939902	22-00000-00-GM	03/23/2022	9,090.65	
Compass Minerals	918276	22-00000-00-GM	03/23/2022	11,945.12	
Compass Minerals	924381	22-00000-00-GM	03/23/2022	17,134.66	
Compass Minerals	923035	22-00000-00-GM	03/23/2022	11,606.50	
Compass Minerals	(I) 959526	22-00000-00-GM	04/25/2022	11,418.44	
Compass Minerals	(I) 965525	22-00000-00-GM	04/25/2022	12,840.64	
Compass Minerals	(I) 967501	22-00000-00-GM	04/25/2022	5,051.85	
Compass Minerals	(I) 944729	22-00000-00-GM	04/25/2022	11,820.86	
Compass Minerals	(I) 944738	22-00000-00-GM	04/25/2022	16,834.10	
Compass Minerals	(I) 943550	22-00000-00-GM	04/25/2022	7,773.11	
Compass Minerals	(I) 933205	22-00000-00-GM	04/25/2022	11,537.66	
Compass Minerals America		22-00000-00-GM	04/30/2022	2,419.58	**129,473.17**
3M Company	(I) 9414902967		04/25/2022	655.66	
3M Company	(I) 9414611241		04/25/2022	497.09	
3M Company	(I) 9414824993		04/25/2022	427.80	
3M Company	9414442001		03/23/2022	1,803.28	
3M COMPANY	9416253803		04/21/2022	513.38	**3,897.21**
Western Remac Inc	63462		11/23/2022	219.40	**219.40**
Rags Electric	4827-2201		02/01/2022	1,000.00	
Rags Electric	4827-2203		04/01/2022	1,000.00	
Rags Electric	4827-2202		03/01/2022	1,000.00	
Rags Electric	4827-2204		05/02/2022	1,000.00	
Rags Electric	4827-2205		06/01/2022	1,000.00	
Rags Electric	4827-2206		07/01/2022	1,000.00	
Rags Electric	4827-2207		08/01/2022	1,000.00	
Rags Electric	4827-2208		09/01/2022	1,000.00	
Rags Electric	4827-2209		10/01/2022	1,000.00	**9,000.00**
Paramont-Eo Inc., (	S701130629.001		02/21/2022	1,110.17	
Paramont-Eo Inc., (	S701139153.001		03/21/2022	1,820.88	
Paramont-Eo Inc., (	S701155515.001		05/11/2022	1,113.97	
Paramont-Eo Inc., (	S701160520.001		05/27/2022	1,157.17	
Paramont-Eo Inc., (	S701164904.001		06/13/2022	1,627.97	

Paramont-Eo Inc., (	S701167984.001	06/22/2022	187.08	
Paramont-Eo Inc., (	S701180767.001	08/03/2022	1,420.03	
Paramont-Eo Inc., (	S701195966.001	10/03/2022	1,209.57	
Paramont-Eo Inc., (	S701203776.001	10/17/2022	2,386.06	
Paramont-Eo Inc., (	S701217866.001	12/01/2022	567.20	
Paramont-Eo Inc., (	S701218500.001	12/02/2022	294.72	**12,894.82**
Lyons Electric	18273	01/31/2022	245.00	
Lyons Electric	18292	02/24/2022	245.00	
Lyons Electric	18311	03/27/2022	245.00	
Lyons Electric	18331	04/28/2022	245.00	
Lyons Electric	18348	05/27/2022	245.00	
Lyons Electric	18366	06/30/2022	245.00	
Lyons Electric	18385	07/31/2022	245.00	
Lyons Electric	18403	08/31/2022	245.00	
Lyons Electric	18420	09/30/2022	245.00	
Lyons Electric	18439	10/31/2022	245.00	
Lyons Electric	18456	11/30/2022	245.00	
Lyons Electric	13687	01/06/2022	560.00	
Lyons Electric	18273	01/31/2022	245.00	
Lyons Electric	18292	02/24/2022	245.00	
Lyons Electric	18311	03/27/2022	245.00	
Lyons Electric	18331	04/28/2022	245.00	
Lyons Electric	18348	05/27/2022	245.00	
Lyons Electric	14867	06/24/2022	1,188.90	
Lyons Electric	18366	06/30/2022	245.00	
Lyons Electric	15145	07/31/2022	343.50	
Lyons Electric	18385	07/31/2022	245.00	
Lyons Electric	18403	08/31/2022	245.00	
Lyons Electric	18420	09/30/2022	245.00	
Lyons Electric	18439	10/31/2022	245.00	
Lyons Electric	18456	11/30/2022	245.00	
Lyons Electric	15898	11/22/2022	468.00	
Lyons Electric	18273	01/31/2022	245.00	
Lyons Electric	18292	02/24/2022	245.00	
Lyons Electric	18311	03/27/2022	245.00	
Lyons Electric	18331	04/28/2022	245.00	
Lyons Electric	18348	05/27/2022	245.00	
Lyons Electric	18366	06/30/2022	245.00	
Lyons Electric	15014	07/21/2022	1,396.35	

Lyons Electric	18385		07/31/2022	245.00	
Lyons Electric	18403		08/31/2022	245.00	
Lyons Electric	18420		09/30/2022	245.00	
Lyons Electric	18439		10/31/2022	245.00	
Lyons Electric	18456		11/30/2022	245.00	**12,041.75**
Cook County Treas	2022-1		04/03/2022	859.50	
Cook County Treas	2022-2		07/03/2022	859.50	
Cook County Treas	2022-3		10/03/2022	859.50	**2,578.50**
IDOT	62064		07/05/2022	2,394.12	
IDOT	62942		10/17/2022	2,394.12	
Lyons Electric	15132		08/18/2022	1,545.50	**6,333.74**
P.T. Ferro Construc	21543-PE1		11/18/2022	622,630.94	**622,630.94**
		22-00000-00-GM			**819,212.34**
				857,975.52	**857,975.52**
					857,975.52
					0.00

MFT Agency Transaction List

Agency Name : Lemont **County : Cook** **Agency Type : Municipality** **District : 1**

Beginning Unobligated Balance as of 12/31/2021	**$2,074,464.14**			**Average MFT Allotment**	**$31,310.71**
Unobligated Balance as of 12/30/2022	**$2,102,293.77**			**Average TRF Allotment**	**$23,529.13**
Total MFT and TRF Allotment	$658,078.00	**Total Authorizations**	$982,278.89	**Paid to State Debits**	$0.00
Total Supplemental Allotments	$351,487.66	**Total Credits**	$542.86	**Paid to State Credits**	$0.00

Date	Transaction Type	Category	Section No.	Memo	Amount	Balance	Section Status
12/31/2021	MFT Transportation Renewal Fund				$24,089.19	$2,098,553.33	
12/31/2021	Motor Fuel Tax Fund				$35,409.45	$2,133,962.78	
1/31/2022	MFT Transportation Renewal Fund				$22,425.04	$2,156,387.82	
1/31/2022	Motor Fuel Tax Fund				$32,002.13	$2,188,389.95	
2/28/2022	MFT Transportation Renewal Fund				$19,522.56	$2,207,912.51	
2/28/2022	Motor Fuel Tax Fund				$18,050.05	$2,225,962.56	
3/21/2022	Supplemental Allotment			FY2022 Rebuild Illinois Bond Grant Installment #5	$175,743.83	$2,401,706.39	
3/31/2022	MFT Transportation Renewal Fund				$22,171.56	$2,423,877.95	
3/31/2022	Motor Fuel Tax Fund				$31,091.45	$2,454,969.40	
4/30/2022	MFT Transportation Renewal Fund				$22,624.58	$2,477,593.98	
4/30/2022	Motor Fuel Tax Fund				$31,065.44	$2,508,659.42	
5/25/2022	Authorization	Maintenance	22-00000-00-GM		$957,400.00	$1,551,259.42	O
5/31/2022	MFT Transportation Renewal Fund				$22,462.51	$1,573,721.93	
5/31/2022	Motor Fuel Tax Fund				$31,393.49	$1,605,115.42	
6/30/2022	MFT Transportation Renewal Fund				$23,246.56	$1,628,361.98	
6/30/2022	Motor Fuel Tax Fund				$32,509.03	$1,660,871.01	
7/31/2022	MFT Transportation Renewal Fund				$23,499.13	$1,684,370.14	
7/31/2022	Motor Fuel Tax Fund				$31,098.20	$1,715,468.34	
8/4/2022	Authorization	Maintenance	19-00000-00-GM		$5,083.87	$1,710,384.47	C
8/5/2022	Authorization	Other		19-00000-01-AA	$19,795.02	$1,690,589.45	
8/5/2022	Credit	Interest		21-00000-00-AC	$542.86	$1,691,132.31	
8/31/2022	MFT Transportation Renewal Fund				$23,423.22	$1,714,555.53	
8/31/2022	Motor Fuel Tax Fund				$28,996.91	$1,743,552.44	
9/27/2022	Supplemental Allotment			FY2023 Rebuild Illinois Bond Grant Installment #6	$175,743.83	$1,919,296.27	
9/30/2022	MFT Transportation Renewal Fund				$26,935.99	$1,946,232.26	
9/30/2022	Motor Fuel Tax Fund				$36,060.33	$1,982,292.59	
10/31/2022	MFT Transportation Renewal Fund				$25,815.61	$2,008,108.20	
10/31/2022	Motor Fuel Tax Fund				$34,027.05	$2,042,135.25	
11/30/2022	MFT Transportation Renewal Fund				$26,133.58	$2,068,268.83	
11/30/2022	Motor Fuel Tax Fund				$34,024.94	$2,102,293.77	

The ILLINOIS Funds

Investor Statement

for the period of: December 1, 2022 - December 31, 2022

Investor Services: (800) 947-8479

Internet: www.illinoisfunds.com

VILLAGE OF LEMONT
MOTOR FUEL TAX FUND
418 MAIN ST
LEMONT IL 60439-3708

000895

Portfolio *at-a-Glance*

Portfolio Value Beginning 12/01/2022	**$1,432,062.78**
+ Purchases	$60,158.52
- Withdrawals	$0.00
Portfolio Value Ending 12/31/2022	**$1,497,163.03**

Portfolio *Summary*

Account Number 7139107861	Fund Name	Shares	Share Price	Market Value on 12/31/2022	% of Account Holdings
VILLAGE OF LEMONT MOTOR FUEL TAX FUND	Illinois LGIP	1,497,163.030	$1.00	$1,497,163.03	100.0%

Account *Transactions*

Account Number 7139107861	Trade Date	Transaction Description	Dollar Amount	Share Price	Shares this Transaction	Total Shares Owned
Illinois LGIP/5000		**Beginning Balance as of 12/01/2022**	$1,432,062.78	$1.00		1,432,062.780
VILLAGE OF LEMONT MOTOR FUEL TAX FUND	12/07/22	SHARES PURCHASED - WIRE	$34,024.94	$1.00	34,024.940	1,466,087.720
	12/08/22	SHARES PURCHASED - WIRE	$26,133.58	$1.00	26,133.580	1,492,221.300
	12/30/22	INCOME REINVEST	$4,941.73	$1.00	4,941.730	1,497,163.030
		Ending Balance as of 12/31/2022	**$1,497,163.03**	**$1.00**		**1,497,163.030**

Distributions:	Dividends	Cap Gains
	REINVEST	REINVEST

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tail General Ledger Report — CASH

	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
ıber	**24.110.01 Equity in Cash Cash Clearing**							Balance To Date:	($59,589.78)
	2022-00003170	JE	AP	Invoice Payment Batch Pos	Accounts Payable			1,470.00	(61,059.78)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
18251	LYONS ELECTRIC CO		21GM traffic signal maintenance		12/30/2021	EFT	1498	735.00	(735.00)
18229	LYONS ELECTRIC CO		21GM traffic signal maintenance		11/28/2021	EFT	1498	735.00	(735.00)
							Total	$1,470.00	($1,470.00)
	2022-00003326	JE	AP	Invoice Payment Batch Pos	Accounts Payable			4,216.05	(65,275.83)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
2021-4	COOK COUNTY TREASURER		21GM traffic signal maintenance		01/03/2022	Check	22950	859.50	(859.50)
37089	K-FIVE HODGKINS LLC		22GM cold patch		01/04/2022	Check	22977	1,796.55	(1,796.55)
13687	LYONS ELECTRIC CO		22GM traffic signal maintenance		01/06/2022	EFT	1520	560.00	(560.00)
4827-2112	RAG'S ELECTRIC		21GM traffic light maintenance		01/03/2022	EFT	1526	1,000.00	(1,000.00)
							Total	$4,216.05	($4,216.05)
							$0.00	$5,686.05	($65,275.83)
	2022-00003562	JE	AP	Invoice Payment Batch Pos	Accounts Payable			5,265.16	(70,540.99)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
18273	LYONS ELECTRIC CO		22GM traffic signal maintenance		01/31/2022	EFT	1545	735.00	(735.00)
4827-2201	RAG'S ELECTRIC		22GM street light maintenance		02/01/2022	EFT	1553	1,000.00	(1,000.00)
61558	TREASURER, STATE OF ILLINOIS		21GM traffic signal maintenance		02/01/2022	Check	23014	3,530.16	(3,530.16)
							Total	$5,265.16	($5,265.16)
	2022-00003734	JE	AP	Invoice Payment Batch Pos	Accounts Payable			1,110.17	(71,651.16)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
S701130629.001	PARAMONT-EO INC. CREST LIGHT		22GM street light parts		02/21/2022	EFT	1568	1,110.17	(1,110.17)
							Total	$1,110.17	($1,110.17)
							$0.00	$6,375.33	($71,651.16)
	2022-00003913	JE	AP	Invoice Payment Batch Pos	Accounts Payable			1,735.00	(73,386.16)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
18292	LYONS ELECTRIC CO		22GM traffic signal maintenance		02/24/2022	EFT	1588	735.00	(735.00)

4827-2202	RAG'S ELECTRIC		22GM Street Light Maintenance		03/01/2022	EFT	1597	1,000.00	(1,000.00)
							Total	$1,735.00	($1,735.00)
	2022-00004030	JE	RA	Revenue Collection Payme	Collections		175,743.83		102,357.67

Receipt Number	*Receipt Batch*	*Receipt Description*	*Received From*	*Payment Date*	*Amount*	*Distribution Amount*
2022-00025554	2022-11002892	RBI FUNDS INSTALLMENT #5	STATE OF ILLINOIS COMPROLLER	03/21/2022	175,743.83	175,743.83
				Total	$175,743.83	$175,743.83

	2022-00004040	JE	GL	To reclassify 5th installmer				175,743.83	(73,386.16)
	2022-00004112	JE	AP	A/P Invoice Entry	Accounts Payable			51,580.21	(124,966.37)

Invoice Number	*Vendor*	*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
2022-00000729	FM BANKCARD PROCESSING CENT	feb credit casrd	03/23/2022	EFT	1629	121,630.51	(51,580.21)
(I) 939902	COMPASS MINERALS AMERICA	22GM road salt	02/15/2022	EFT	1629	9,090.65	(9,090.65)
(I) 918276	COMPASS MINERALS AMERICA	22GM road salt	02/15/2022	EFT	1629	11,945.12	(11,945.12)
(I) 924381	COMPASS MINERALS AMERICA	22GM road salt	02/15/2022	EFT	1629	17,134.66	(17,134.66)
(I) 923035	COMPASS MINERALS AMERICA	22GM road salt	02/15/2022	EFT	1629	11,606.50	(11,606.50)
(I) 9414442001	3M COMPANY	22GM sign materials	02/11/2022	EFT	1629	1,803.28	(1,803.28)
					Total	$121,630.51	($51,580.21)

	2022-00004066	JE	AP	Invoice Payment Batch Pos	Accounts Payable			2,490.58	(127,456.95)

Invoice Number	*Vendor*	*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
32877376	VULCAN MATERIALS	22GM gravel	03/08/2022	Check	23112	669.70	(669.70)
S701139153.001	PARAMONT-EO INC. CREST LIGHT	22GM street light parts	03/21/2022	EFT	1618	1,906.53	(1,820.88)
					Total	$2,576.23	($2,490.58)
						$175,743.83	$231,549.62	($127,456.95)
	2022-00004228	JE	AP	Invoice Payment Batch Pos	Accounts Payable			1,735.00	(129,191.95)

Invoice Number	*Vendor*	*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
18311	LYONS ELECTRIC CO	22GM traffic signal maintenance	03/27/2022	EFT	1640	735.00	(735.00)
4827-2203	RAG'S ELECTRIC	22GM traffic light maintenance	04/01/2022	EFT	1645	1,000.00	(1,000.00)
					Total	$1,735.00	($1,735.00)
	2022-00004407	JE	AP	A/P Invoice Entry	Accounts Payable			78,857.21	(208,049.16)

Invoice Number	*Vendor*	*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
2022-00000795	FM BANKCARD PROCESSING CENT	March credit card	04/25/2022	EFT	1671	208,961.10	(78,857.21)
(I) 9414902967	3M COMPANY	22GM sign material	03/02/2022	EFT	1671	655.66	(655.66)
(I) 9414611241	3M COMPANY	22GM sign material	03/02/2022	EFT	1671	497.09	(497.09)
(I) 9414824993	3M COMPANY	22GM sign material	03/02/2022	EFT	1671	427.80	(427.80)

(I) 959526	COMPASS MINERALS AMERICA	22GM road salt			03/18/2022	EFT	1671	11,418.44	(11,418.44)
(I) 965525	COMPASS MINERALS AMERICA	22GM road salt			03/18/2022	EFT	1671	12,840.64	(12,840.64)
(I) 967501	COMPASS MINERALS AMERICA	22GM road salt			03/18/2022	EFT	1671	5,051.85	(5,051.85)
(I) 944729	COMPASS MINERALS AMERICA	22GM road salt			02/28/2022	EFT	1671	11,820.86	(11,820.86)
(I) 944738	COMPASS MINERALS AMERICA	22GM road salt			02/28/2022	EFT	1671	16,834.10	(16,834.10)
(I) 943550	COMPASS MINERALS AMERICA	22GM road salt			02/28/2022	EFT	1671	7,773.11	(7,773.11)
(I) 933205	COMPASS MINERALS AMERICA	22GM road salt			02/28/2022	EFT	1671	11,537.66	(11,537.66)
							Total	$208,961.10	($78,857.21)
	2022-00004536	JE	AP	A/P Invoice Entry	Accounts Payable			2,419.58	(210,468.74)
Invoice Number	*Vendor*	*Description*			*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
2022-00000827	FM BANKCARD PROCESSING CENT	APRIL PROCUREMENT CARD			04/30/2022	EFT	1721	111,636.72	(2,419.58)
(I) 982631	COMPASS MINERALS AMERICA	22GM road salt			04/25/2022	EFT	1721	2,419.58	(2,419.58)
							Total	$111,636.72	($2,419.58)
	2022-00004564	JE	GL	To accrue Apl 30 procurem					(208,049.16)
								2,419.58	
							$2,419.58	$83,011.79	($208,049.16)
	2023-00000266	JE	GL	To reverse Apl PCard accru				2,419.58	(210,468.74)
	2023-00000026	JE	AP	Invoice Payment Batch Pos	Accounts Payable			3,273.14	(213,741.88)
Invoice Number	*Vendor*	*Description*			*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
9416253803	3M COMPANY	22GM sign materials			04/21/2022	Check	23192	513.38	(513.38)
37593	ROUTE 66 ASPHALT COMPANY	22GM blacktop			04/26/2022	EFT	1687	85.50	(85.50)
37576	ROUTE 66 ASPHALT COMPANY	22GM blacktop			04/25/2022	EFT	1687	114.00	(114.00)
37454	K-FIVE HODGKINS LLC	22GM gravel			04/12/2022	EFT	1679	746.28	(746.28)
2022-1	COOK COUNTY TREASURER	22GM traffic signal maintenance			04/03/2022	Check	23201	859.50	(859.50)
37500	ROUTE 66 ASPHALT COMPANY	22GM blacktop			04/21/2022	EFT	1687	219.48	(219.48)
18331	LYONS ELECTRIC CO	22GM traffic signal maintenance			04/28/2022	EFT	1680	735.00	(735.00)
							Total	$3,273.14	($3,273.14)
	2023-00000201	JE	AP	Invoice Payment Batch Pos	Accounts Payable			2,113.97	(215,855.85)
Invoice Number	*Vendor*	*Description*			*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
4827-2204	RAG'S ELECTRIC	22GM street light maintenance			05/02/2022	Check	23285	1,000.00	(1,000.00)
S701155515.001	PARAMONT-EO INC. CREST LIGHT	22GM street light parts			05/11/2022	EFT	1709	1,113.97	(1,113.97)
							Total	$2,113.97	($2,113.97)
							$0.00	$7,806.69	($215,855.85)
							$178,163.41	$334,429.48	($215,855.85)

$178,163.41	$334,429.48
$178,163.41	$334,429.48

21GM	(6,859.66)	2021 program paid
22GM	(149,406.41)	2022 program paid

59,589.78	2021 program paid in 2021 (see 2021 tab and beginning bal in 2022 program tab)
6,859.66	2021 program paid in 2022 (see row P23 in 2022 program tab)
66,449.44	
149,406.41	2022 program paid in 2022 (see row V98 in 2022 program tab)
215,855.85	**Total transfer request - transferred on Aug 10, 2022**

tail General Ledger Report

	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
ıber	**24.110.01 Equity in Cash Cash Clearing**							Balance To Date:	($215,855.85)
	2023-00000471	JE	AP	Invoice Payment Batch Pos	Accounts Payable			4,560.92	(220,416.77)
Invoice Number	*Vendor*			*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
38892	ROUTE 66 ASPHALT COMPANY			22GM blacktop	05/31/2022	EFT	1744	601.21	(601.21)
S701160520.001	PARAMONT-EO INC. CREST LIGHT			22GM street light parts	05/27/2022	EFT	1738	1,157.17	(1,157.17)
18348	LYONS ELECTRIC CO			22GM traffic signal maintenance	05/27/2022	EFT	1733	735.00	(735.00)
4827-2205	RAG'S ELECTRIC			22GM Street Light Maintenance	06/01/2022	EFT	1741	1,000.00	(1,000.00)
32960438	VULCAN MATERIALS			22GM gravel	06/07/2022	Check	23318	577.10	(577.10)
39011	ROUTE 66 ASPHALT COMPANY			22GM blacktop	06/01/2022	EFT	1744	122.00	(122.00)
39029	ROUTE 66 ASPHALT COMPANY			22GM blacktop	06/02/2022	EFT	1744	368.44	(368.44)
							Total	$4,560.92	($4,560.92)

$0.00	$4,560.92	($220,416.77)

	2023-00000860	JE	AP	Invoice Payment Batch Pos	Accounts Payable			36,377.41	(256,794.18)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
14867	LYONS ELECTRIC CO		22GM traffic signal maintenance		06/24/2022	Check	23385	1,188.90	(1,188.90)
18366	LYONS ELECTRIC CO		22GM traffic signal maintenance		06/30/2022	Check	23385	735.00	(735.00)
21182-PE4F	K-FIVE CONSTRUCTION CORPORA		21RS MFT/RBI resurfacing project		06/15/2022	EFT	1771	58,501.31	(31,903.52)
39243	ROUTE 66 ASPHALT COMPANY		22GM blacktop		06/03/2022	EFT	1783	592.64	(592.64)
S701164904.001	PARAMONT-EO INC. CREST LIGHT		22GM street light parts		06/13/2022	EFT	1776	1,627.97	(1,627.97)
32966443	VULCAN MATERIALS		22GM gravel		06/14/2022	Check	23376	142.30	(142.30)
S701167984.001	PARAMONT-EO INC. CREST LIGHT		22GM street light parts		06/22/2022	EFT	1776	187.08	(187.08)
							Total	$62,975.20	($36,377.41)
	2023-00001073	JE	AP	Invoice Payment Batch Pos	Accounts Payable			3,394.12	(260,188.30)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
62064	TREASURER, STATE OF ILLINOIS		22GM traffic signal maintenance		07/05/2022	Check	23406	2,394.12	(2,394.12)
4827-2206	RAG'S ELECTRIC		22GM street light maintenance		07/01/2022	EFT	1803	1,000.00	(1,000.00)
							Total	$3,394.12	($3,394.12)
							$0.00	$39,771.53	($260,188.30)
	2023-00001245	JE	AP	Invoice Payment Batch Pos	Accounts Payable			859.50	(261,047.80)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
2022-2	COOK COUNTY TREASURER		22GM traffic signal maintenance		07/03/2022	Check	23424	859.50	(859.50)
							Total	$859.50	($859.50)
	2023-00001336	JE	GL	To record cash transfer for			66,449.44		(194,598.36)
	2023-00001337	JE	GL	To record cash transfer for			149,406.41		(45,191.95)
	2023-00001442	JE	AP	Invoice Payment Batch Pos	Accounts Payable			5,112.65	(50,304.60)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
4827-2207	RAG'S ELECTRIC		22GM street light maintenance		08/01/2022	EFT	1857	1,000.00	(1,000.00)
15145	LYONS ELECTRIC CO		22GM traffic signal maintenance		07/31/2022	EFT	1848	343.50	(343.50)
15014	LYONS ELECTRIC CO		22GM traffic signal maintenance		07/21/2022	EFT	1848	1,396.35	(1,396.35)
18385	LYONS ELECTRIC CO		22GM traffic signal maintenance		07/31/2022	EFT	1848	735.00	(735.00)
40325	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/02/2022	EFT	1860	154.94	(154.94)
40388	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/01/2022	EFT	1860	62.83	(62.83)
S701180767.001	PARAMONT-EO INC. CREST LIGHT		22GM street light parts		08/03/2022	EFT	1854	1,420.03	(1,420.03)

						Total	$5,112.65	($5,112.65)
						$215,855.85	$5,972.15	($50,304.60)
	2023-00001713	JE	AP	Invoice Payment Batch Pos	Accounts Payable		14,017.23	(64,321.83)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
4827-2208	RAG'S ELECTRIC		22GM street light maintenance		09/01/2022	EFT	1890	1,000.00	(1,000.00)
40877	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/15/2022	EFT	1895	175.00	(175.00)
40750	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/11/2022	EFT	1895	791.04	(791.04)
40751	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/11/2022	EFT	1895	8,501.93	(8,501.93)
41096	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/18/2022	EFT	1895	201.00	(201.00)
40913	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/09/2022	EFT	1895	245.00	(245.00)
40965	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/16/2022	EFT	1895	621.09	(621.09)
41014	ROUTE 66 ASPHALT COMPANY		22GM blacktop		08/17/2022	EFT	1895	201.67	(201.67)
18403	LYONS ELECTRIC CO		22GM traffic signal maintenance		08/31/2022	EFT	1883	735.00	(735.00)
15132	LYONS ELECTRIC CO		22GM traffic signal repair		08/18/2022	EFT	1883	1,545.50	(1,545.50)
							Total	$14,017.23	($14,017.23)
	2023-00001879	JE	AP	Invoice Payment Batch Pos	Accounts Payable			136.01	(64,457.84)
Invoice Number	*Vendor*		*Description*		*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
42093	ROUTE 66 ASPHALT COMPANY		22GM blacktop		09/14/2022	EFT	1919	136.01	(136.01)
							Total	$136.01	($136.01)
	2023-00001932	JE	RA	Revenue Collection Payme	Collections		175,743.83		111,285.99
Receipt Number	*Receipt Batch*		*Receipt Description*		*Received From*		*Payment Date*	*Amount*	*Distribution Amount*
2023-00011791	2023-05001427		REBUILD ILLINOIS BOND GRANT INSTALLMENT #6		Susan A. Medoza - Comptroller		09/26/2022	175,743.83	175,743.83
							Total	$175,743.83	$175,743.83
	2023-00001954	JE	GL	To transfer funds from Vill				175,743.83	(64,457.84)
							$175,743.83	$189,897.07	($64,457.84)
							$391,599.68	$240,201.67	($64,457.84)
							$391,599.68	$240,201.67	
							$391,599.68	$240,201.67	

tail General Ledger Report

	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
ıber	**24.110.01 Equity in Cash Cash Clearing**							Balance To Date:	($64,457.84)
	2023-00002044	JE	AP	Invoice Payment Batch Pos	Accounts Payable			3,239.21	(67,697.05)
Invoice Number	*Vendor*			*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
4827-2209	RAG'S ELECTRIC			22GM street light maintenance	10/01/2022	EFT	1951	1,000.00	(1,000.00)
S701195966.001	PARAMONT-EO INC. CREST LIGHT			22GM street light parts	10/03/2022	EFT	1946	1,209.57	(1,209.57)
18420	LYONS ELECTRIC CO			22GM traffic signal maintenance	09/30/2022	EFT	1939	735.00	(735.00)
42224	ROUTE 66 ASPHALT COMPANY			22GM blacktop	09/15/2022	EFT	1954	70.00	(70.00)
42762	ROUTE 66 ASPHALT COMPANY			22GM blacktop	09/28/2022	EFT	1954	224.64	(224.64)
							Total	$3,239.21	($3,239.21)
	2023-00002222	JE	AP	Invoice Payment Batch Pos	Accounts Payable			2,394.12	(70,091.17)
Invoice Number	*Vendor*			*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
62942	TREASURER, STATE OF ILLINOIS			22GM traffic signal maintenance	10/17/2022	Check	23711	2,394.12	(2,394.12)
							Total	$2,394.12	($2,394.12)
							$0.00	$5,633.33	($70,091.17)
	2023-00002464	JE	AP	Invoice Payment Batch Pos	Accounts Payable			3,121.06	(73,212.23)
Invoice Number	*Vendor*			*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
18439	LYONS ELECTRIC CO			22GM traffic signal maintenance	10/31/2022	EFT	2004	735.00	(735.00)
S701203776.001	PARAMONT-EO INC. CREST LIGHT			22GM street light parts	10/17/2022	EFT	2012	2,386.06	(2,386.06)
							Total	$3,121.06	($3,121.06)
	2023-00002630	JE	GL	To transfer funds from IL F			622,630.94		549,418.71
	2023-00002612	JE	AP	Invoice Payment Batch Pos	Accounts Payable			626,212.90	(76,794.19)
Invoice Number	*Vendor*			*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
33073781	VULCAN MATERIALS			22GM gravel	10/18/2022	Check	23829	2,722.46	(2,722.46)
2022-3	COOK COUNTY TREASURER			22GM Traffic signal maintenance	10/03/2022	Check	23799	859.50	(859.50)
21543-PE1	P. T. FERRO CONSTRUCTION CO.			22GM resurfacing	11/18/2022	EFT	2036	622,630.94	(622,630.94)
							Total	$626,212.90	($626,212.90)
							$622,630.94	$629,333.96	($76,794.19)
	2023-00002812	JE	AP	Invoice Payment Batch Pos	Accounts Payable			2,284.32	(79,078.51)
Invoice Number	*Vendor*			*Description*	*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*	*Distribution Amount*
18456	LYONS ELECTRIC CO			22GM traffic signal maintenance	11/30/2022	EFT	2055	735.00	(735.00)
15898	LYONS ELECTRIC CO			22GM traffic signal maintenance	11/22/2022	EFT	2055	468.00	(468.00)
63462	WESTERN REMAC, INC.			22GM sign materials	11/23/2022	Check	23863	219.40	(219.40)

S701217866.001 PARAMONT-EO INC. CREST LIGHT 22GM street light parts	12/01/2022	EFT	2063		567.20	(567.20)
S701218500.001 PARAMONT-EO INC. CREST LIGHT 22GM street light parts	12/02/2022	EFT	2063		294.72	(294.72)
				Total	$2,284.32	($2,284.32)
				$0.00	$2,284.32	($79,078.51)
				$622,630.94	$637,251.61	($79,078.51)

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator.
SUBJECT: A Resolution Approving a Plat of Easement (Marble Landing Lift Station)
DATE: October 23, 2023

SUMMARY/BACKGROUND
In order to continue to access the public lift station and force main built for the Marble Landing subdivision, the Village has requested that an easement for the public utility from 127th Street to 128th Place. The attached resolution provides for this easement.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the Resolution.

BOARD ACTION REQUESTED
Motion to Approve the Resolution.

ATTACHMENTS
Resolution Approving a Plat of Easement (Marble Landing lift station)

A

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF EASEMENT

(Marble Landing Lift Station)

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF OCTOBER, 2023

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 23rd day of October, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF EASEMENT

(Marble Landing Lift Station)

WHEREAS, the Village of Lemont has prepared a Plat of Easement for the west 66 feet of Lot 39 in Marble Landing, attached hereto and legally described in Exhibit A; and

WHEREAS, the easement will grant the Village of Lemont access to the public lift station and accompanying force main from 127th Street to 128th Place; and

WHEREAS, the plat of easement as reviewed in accordance with Title 17 of Lemont, Illinois Municipal Code, Lemont Unified Development Ordinance and approved by the Planning and Economic Development Director and the Village Engineer; and

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

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

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

SECTION TWO: Plat Approval. The Plat of Easement for the west 66 feet of Lot 39 in Marble Landing, which is attached hereto and made part hereof as Exhibit A, is hereby approved.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF OCTOBER, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOFSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

PLAT OF EASEMENT
FOR
PUBLIC UTILITY AND DRAINAGE

PARCEL IDENTIFICATION NUMBER

22-33-101-013

BASIS OF BEARING

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

GRAPHIC SCALE

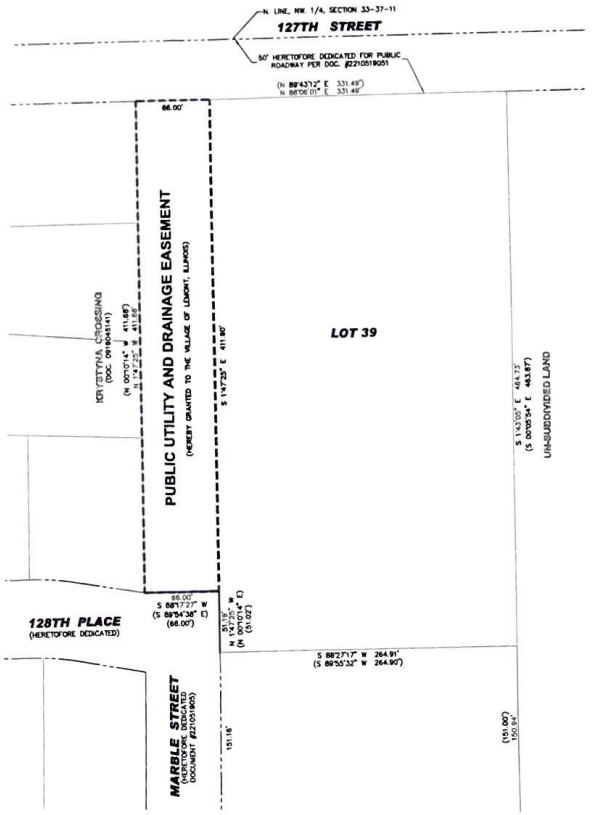
(IN FEET)
1 inch = 80 ft.

LOT 39 LEGAL DESCRIPTION

LOT 39, IN MARBLE LANDING, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 2022 AS DOCUMENT NUMBER 2210519051, IN COOK COUNTY, ILLINOIS.

PUBLIC UTILITY AND DRAINAGE EASEMENT LEGAL DESCRIPTION

THE WEST 66.00 FEET OF LOT 39, IN MARBLE LANDING, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 2022 AS DOCUMENT NUMBER 2210519051, IN COOK COUNTY, ILLINOIS.



PRESIDENT AND VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS AT A MEETING HELD:

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

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "P.U. & D.E." ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSIONS, DISTRIBUTION, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, AND ELECTRIC LINES, 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 AREAS MARKED PUBLIC UTILITY AND DRAINAGE EASEMENT 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. PERMANENT BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS MAY BE PLACED ON SAID EASEMENT SUBJECT TO VILLAGE APPROVAL. 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.

RETURN TO

DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT Matthew G. Dill IS THE LEGAL OWNER OF THE LAND DESCRIBED AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED FOR THE PURPOSES OF AN EASEMENT GRANT AS INDICATED THEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT Burr Ridge THIS 17 DAY OF October 20 23

BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Amber Seilheimer A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Matthew G. Dill AND _____ PERSONALLY KNOWN TO ME TO BE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/THEY SIGNED AND DELIVERED THE PLAT AS HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 17 DAY OF October 20 23

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 05/25/25

OFFICIAL SEAL
AMBER SEILHEIMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/25/25

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, STEVEN J. LAUB, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FROM EXISTING SURVEYS AND RECORD DOCUMENTS FOR EASEMENT PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF.

DATED THIS 22nd DAY OF SEPTEMBER A.D. 20 23

_____
STEVEN J. LAUB
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 35-3160
MY CURRENT LICENSE RENEWS NOV. 30, 2024

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

REVISIONS		
NO.	DATE	DESCRIPTION
1	10/10/23	PER VILLAGE REVIEW

TETON DEVELOPMENT, LLC
565 VILLAGE DRIVE
BURR RIDGE, ILLINOIS 60527

PLAT OF EASEMENT
FOR
PUBLIC UTILITY AND DRAINAGE
LOT 39, MARBLE LANDING
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
Consulting Engineers & Surveyors
9930 W. 190th Street, Suite L
Mokena, Illinois 60448
(708) 326-4961
FAX: (708) 326-4692
IL PROF. LIC. NO. 184-003740

DEI

PROJECT INFORMATION
Project No.: 23-0018
Scale: 1" = 50'
Date: 09/22/2023
Field Date: 08/17/2023
Drawn By: SJL
Checked By: SDS

1 OF 1

EASEMENT

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: A Resolution Authorizing the Release of the Letter of Credit for Marble Landing Subdivision (Hartz Homes)
DATE: October 23, 2023

SUMMARY/BACKGROUND
Hartz Construction Co, Inc. has sold the Marble Landing subdivision to builder Beechen and Dill. Following the amended annexation agreement approved by the Village Board on September 11, 2023, the Village is to take action and accept water, sanitary, and storm sewer utilities upon the successful execution of the annexation agreement plus the inspection and recommendation by the Village Engineer.

The Village Engineer provided his concurrence to the Community Development Department on October 18, 2023, and recommends the release of two letters of credit (LOC) deposited with the Village by Hartz Construction Co. In place of this LOC, the Village Engineer has accepted a maintenance bond from Teton Development, LLC (Beechen and Dill) in the amount of $154,114.10 for the required two year maintenance period that follows Village acceptance of utilities. The Village Engineer has also accepted a Letter of Credit in the amount of $516,062.00 for the remaining site development items, which includes landscaping and streets.

ANALYSIS
Water Supply: the amended annexation agreement approved by the Village Board at the September 11, 2023 regular meeting states that the Village "shall accept dedication of said water mains within thirty (30) business days of execution" of the amended agreement. The agreement was executed on September 28, after Beechen and Dill closed on the property.

Sanitary and Storm Sewers: the amended annexation agreement approved by the Village Board at the September 11, 2023 regular meeting states that "upon correction of the current sanitary sewer system infiltration issue and modification of lift station to three-phase service to the VILLAGE's satisfaction, the VILLAGE shall accept dedication of said sanitary sewer and lift stations within thirty (30) business days of VILLAGE inspection and approval of said corrections." These utilities have been inspected by the Village Engineer, Bruce A. Hill, following Hartz request on October 12, 2023, and provided his concurrence.

In the Unified Development Ordinance, Financial Assurances for Site Development (Section 17.23.090.F.3) requires that prior to formal acceptance by the Village Board of the improvements and the release of the letter of credit or other financial guarantee held by the Village, a maintenance bond (in the form of a letter-of-credit or other approved security) must be posted with the Village in an amount equal to 10% of the approved engineer's estimate of original construction costs. The maintenance bond shall remain in effect for a minimum of two years after the date of formal Village Board acceptance of the said improvements. Within the

two-year period the developer shall fix and repair immediately all deficient work as noted by the Village.

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the Resolution.

BOARD ACTION REQUESTED
Motion to Approve the Resolution.

ATTACHMENTS
A Resolution Authorizing the Release of the Letter of Credit for Marble Landing Subdivision (Hartz Homes)

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-23

A RESOLUTION AUTHORIZING THE RELEASE OF THE LETTER OF CREDIT FOR MARBLE LANDING SUBDIVISION

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____-_____-2023

RESOLUTION NO. R-___-23

A RESOLUTION AUTHORIZING THE RELEASE OF THE LETTER OF CREDIT FOR MARBLE LANDING SUBDIVISION

WHEREAS, pursuant to the Lemont Unified Development Ordinance of 2008 ("UDO"), an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of public improvements; and

WHEREAS, a public utility and drainage easement has been granted to the Village, as depicted on the Plat of Easement (attached hereto as Exhibit A), for the purpose of public infrastructure maintenance; and

WHEREAS, in the matter of the Marble Landing Subdivision, owned and developed by the Hartz Construction Co. Inc., located generally between Archer Avenue and 127th Street and east of Krystyna Place, two Irrevocable Letters of Credit issued by First Midwest Bank, No. 184033015-203, in the amount of $324,797.00 and No. 184033015-204, in the amount of $2,290,426.25, to guarantee completion of public improvements in said subdivision; and

WHEREAS, Hartz Construction Co. Inc, developer of the Marble Landing subdivision, requested acceptance of public improvements in Marble Landing Subdivision and provided a Bill of Sale in connection with same, and said public improvements were accepted by the Village, adopted October 23, 2023; and

WHEREAS, Section 17.23.020.F.3 of the Unified Development Ordinance (Site Development Permits, Financial Assurances for Site Development) allows for a letter of credit or other financial guarantee to be held by the Village, including a maintenance bond (in the form of a letter-of-credit or other approved security);

WHEREAS, Teton Development LLC has delivered to the Village a maintenance bond for $154,114.00 for the portions of the development the Village will accept and an Irrevocable Letter of Credit No. 2023-1673 issued by Marquette Bank in the amount of $516,062.00 for the portions of the development that Hartz Construction Co. Inc., is transferring to Teton Development LLC to complete.

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

SECTION 1: RECITALS

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

SECTION 2:

Irrevocable Letters of Credit No. 184033015-203 in the current amount of $51,354.60, and No. 184033015-204 in the current amount of $840,175.20 issued by First Midwest Bank shall be reduced to the amount of $0.00 (Zero) and released.

ADOPTED this _____ day of _____, 2023.

PASSED AND APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF OCTOBER, 2023.

VILLAGE PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

Exhibit A

PLAT OF EASEMENT
FOR
PUBLIC UTILITY AND DRAINAGE

PARCEL IDENTIFICATION NUMBER

22-33-101-013

BASIS OF BEARING

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

GRAPHIC SCALE

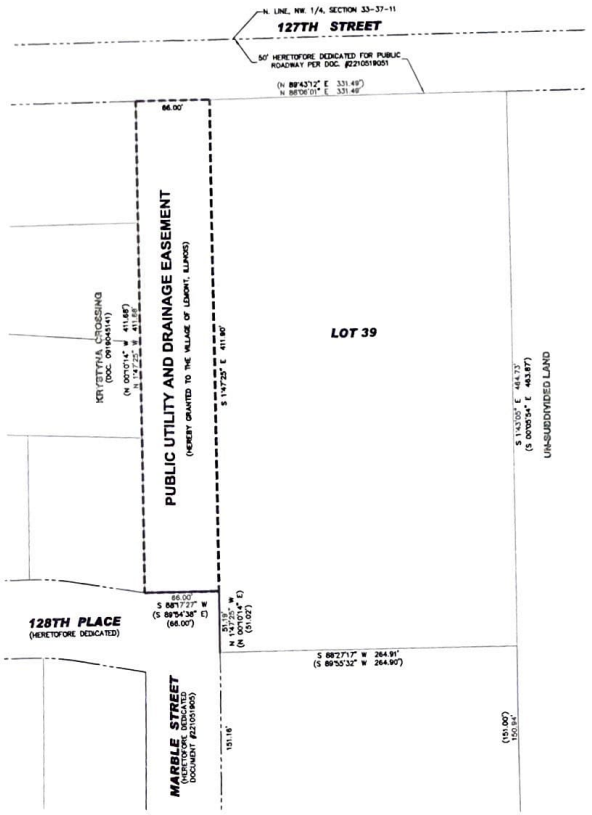
(IN FEET)
1 inch = 80 ft.

LOT 39 LEGAL DESCRIPTION

LOT 39, IN MARBLE LANDING, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 2022 AS DOCUMENT NUMBER 2210519051, IN COOK COUNTY, ILLINOIS.

PUBLIC UTILITY AND DRAINAGE EASEMENT LEGAL DESCRIPTION

THE WEST 66.00 FEET OF LOT 39, IN MARBLE LANDING, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 2022 AS DOCUMENT NUMBER 2210519051, IN COOK COUNTY, ILLINOIS.



PRESIDENT AND VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS AT A MEETING HELD:

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

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "P.U. & D.E." ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSIONS, DISTRIBUTION, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, AND ELECTRIC LINES, 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 AREAS MARKED PUBLIC UTILITY AND DRAINAGE EASEMENT 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. PERMANENT BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS MAY BE PLACED ON SAID EASEMENT SUBJECT TO VILLAGE APPROVAL. 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.

RETURN TO

DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT Matthew G. Dill IS THE LEGAL OWNER OF THE LAND DESCRIBED AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED FOR THE PURPOSES OF AN EASEMENT GRANT AS INDICATED THEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT Burr Ridge THIS 17 DAY OF October 20 23

BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Amber Seilheimer A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Matthew G. Dill AND _____ PERSONALLY KNOWN TO ME TO BE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/THEY SIGNED AND DELIVERED THE PLAT AS HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 17 DAY OF October 20 23

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 05/25/25

OFFICIAL SEAL
AMBER SEILHEIMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/25/25

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, STEVEN J. LAUB, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FROM EXISTING SURVEYS AND RECORD DOCUMENTS FOR EASEMENT PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF.

DATED THIS 22nd DAY OF SEPTEMBER A.D. 20 23

_____
STEVEN J. LAUB
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 35-3160
MY CURRENT LICENSE RENEWS NOV. 30, 2024

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

REVISIONS		
NO.	DATE	DESCRIPTION
1	10/10/23	PER VILLAGE REVIEW

TETON DEVELOPMENT, LLC
565 VILLAGE DRIVE
BURR RIDGE, ILLINOIS 60527

PLAT OF EASEMENT
FOR
PUBLIC UTILITY AND DRAINAGE
LOT 39, MARBLE LANDING
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
Consulting Engineers & Surveyors
9930 W. 190th Street, Suite L
Mokena, Illinois 60448
(708) 326-4961
FAX: (708) 326-4692
IL PROF. LIC. NO. 184-003740

DEI

PROJECT INFORMATION
Project No.: 23-0018
Scale: 1" = 50'
Date: 09/22/2023
Field Date: 08/17/2023
Drawn By: SJL
Checked By: SDS

1 OF 1

EASEMENT

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Donna Pecina, Community Development
THROUGH:
SUBJECT: A Resolution Authorizing a Reduction of a Letter of Credit for the Derby Pines Subdivision.
DATE: October 23, 2023

SUMMARY/BACKGROUND
Manhard Consulting, on behalf of GSI Properties, LLC, has requested a reduction in their irrevocable letter of credit for subdivision improvements for the Derby Pines subdivision to $88,493.50.

ANALYSIS
Letter of Credit reductions are consistent with Section 17.23.020.F.2 of the Unified Development Ordinance. The reduction request has been reviewed and accepted by the Village Engineer.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached resolution.

BOARD ACTION REQUESTED
A motion to approve the attached resolution.

ATTACHMENTS
Resolution dated 10232023 Authorizing LOC Reduction for Derby Pines Subdivision.pdf

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR THE DERBY PINES SUBDIVISION

ADOPTED BY THE

PRESIDENT AND BOARD OF TRUSTEES

OF THE VILLAGE OF LEMONT

THIS 23RD DAY OF OCTOBER, 2023

Published in pamphlet form by

authority of the President and

Board of Trustees of the Village of

Lemont, Cook, Will and DuPage Counties,

Illinois on this 23rd day of October, 2023.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR THE DERBY PINES SUBDIVISION

WHEREAS, pursuant to the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

WHEREAS, in the matter of the Derby Pines subdivision located at 12767 Derby Road in Lemont, IL, Bank of America, N.A. issued an Irrevocable Letter of Credit No. 68136961 in the amount of $713,235.75 and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, GSI Properties, LLC, developer of the Derby Pines subdivision, through Manhard Consultiong, Ltd. has completed certain improvements and has requested a reduction in the aforementioned letter of credit; and

WHEREAS, the Village Engineer of the Village of Lemont has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed; and

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that:

1. Irrevocable Letter of Credit No 68136961 is hereby reduced to a balance of $88,493.50

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 23rd day of October, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

HRGreen®

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

October 16, 2023

Mr. Jason Berry, CEcD, AICP
Economic & Community Development Director
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **Derby Pines Subdivision**
Letter of Credit Reduction #3

Dear Jason:

This letter is to certify that I have reviewed the request from Frank Dimperio, dated 10/11/23, requesting a new letter of credit value for the LOC shown below and concur with such request. The backup information submitted by Manhard Consulting is attached with this letter.

- LOC #68136961(Bank of America) reduced to $88,493.50.

This development is close, but does not yet qualify to move into the maintenance phase of the development yet.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, P.E.

Enclosure
cc: Mr. George Schafer, Village Administrator, w/Enc.
Mr. Ralph Pukula, Director of Public Works, w/Enc.
Mr. Jim Begy, P.E., LEED AP BD+C, Building Commissioner, w/ Enc.
Ms. Jamie Tate, AICP, Consulting Planner, w/ Enc.
Ms. Darshana Prakash, Finance Director, w/ Enc.
File No. 2303244

J:\2023\2303244\Corr\ltr_101623_2303244_LOC Reduction #3.docx

Derby Pines, LLC

11 Oct 2023

RE: Letter of Credit Reduction

Bruce Hill, PE
HRG Green
323 Alana Drive
New Lenox, Il 60451

Dear Mr. Hill

We are requesting the reduction of our current letter of credit to $88,493.50, See attached EOPC.

Thank you.

Frank Dimperio

ENGINEER'S OPINION OF PROBABLE COST
DERBY PINES SUBDIVISION
LEMONT, ILLINOIS
Approved 10/31/2017
Revised 4/18/18 (Sanitary Sewer Complete)
Revised 6/8/18 (Storm Sewer, Watermain, Demolition Complete)
Revised 7/24/18 (Curb, Base Course, Binder Course Complete)
Revised 3/24/21 (Retaining Wall, Partial Sidewalk, Partial Final Landscaping Complete)
Revised 10/9/23 (Final Landscaping, Sidewalk, Signage Complete)

ITEM	DESCRIPTION	QUANTITY REMAINING	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					
1	Silt Fence (Non-Wire Back)	0	LF	$2.50	$0.00
2	Construction Entrance	0	LUMP SUM	$3,000.00	$0.00
3	Tree Removal - 6" to 15" Diameter	0	UN DIA	$10.00	$0.00
4	Topsoil Stripping and Stockpiling	0	CY	$3.50	$0.00
5	Clay Excavation and Embankment	0	CY	$4.50	$0.00
6	Topsoil Respread and Seeding	0	CY	$12.00	$0.00
7	Erosion Control Blanket (NAG DS-75)	0	SY	$1.50	$0.00
8	Street Parkway Sod Restoration	60	SY	$4.00	$240.00
9	Detention Basin Bottom Landscaping	0	LUMP SUM	$6,500.00	$0.00
10	Detention Basin Slope Landscaping	0	LUMP SUM	$4,300.00	$0.00
11	Gravity Retaining Wall	0	SF	$25.00	$0.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					$240.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
A.	**SANITARY SEWER IMPROVEMENTS**				
1	6" PVC Sanitary Sewer Service	0	EACH	$2,000.00	$0.00
2	8" PVC Sanitary Sewer	0	LF	$45.00	$0.00
3	4' Diameter Manhole	0	EACH	$3,500.00	$0.00
4	Trench Backfill	0	LF	$30.00	$0.00
5	8" Directional Bore	0	LF	$200.00	$0.00
6	Connection to Existing Manhole	0	EACH	$1,500.00	$0.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					$0.00
B.	**WATER MAIN IMPROVEMENTS**				
1	8" DI Water Main	0	LF	$50.00	$0.00
2	8" Valve & Vault, STD 4' Dia. w/FR & Lid	0	EACH	$3,500.00	$0.00
3	10" Insertion Valve	0	EACH	$6,000.00	$0.00
4	1.5" House Service Type K	0	EACH	$1,500.00	$0.00
5	Fire Hydrant with Auxiliary Valve	0	EACH	$4,000.00	$0.00
6	Trench Backfill	0	LF	$30.00	$0.00
7	Pressure Connection	0	EACH	$6,000.00	$0.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					$0.00
C.	**STORM SEWER IMPROVEMENTS**				
1	4" Perforated Underdrain	0	LF	$20.00	$0.00
2	12" RCP Storm Sewer Pipe	0	LF	$35.00	$0.00
3	15" RCP Storm Sewer Pipe	0	LF	$40.00	$0.00
4	Precast Concrete Flared End Section w/Grate 12"	0	EACH	$1,600.00	$0.00
5	Precast Concrete Flared End Section w/Grate 15"	0	EACH	$2,000.00	$0.00
6	4'-0" Diameter Catch Basin	0	EACH	$2,500.00	$0.00
7	4'-0" Diameter Outlet Control Manhole	0	EACH	$3,000.00	$0.00
8	Rip Rap w/Fabric	0	SY	$125.00	$0.00
9	Trench Backfill	0	LF	$22.00	$0.00
10	Catch Basin to be Removed	0	EACH	$500.00	$0.00
11	Storm Sewer to be Removed	0	LF	$10.00	$0.00
12	Inlet Filter	0	EACH	$200.00	$0.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					$0.00

ENGINEER'S OPINION OF PROBABLE COST
DERBY PINES SUBDIVISION
LEMONT, ILLINOIS
Approved 10/31/2017
Revised 4/18/18 (Sanitary Sewer Complete)
Revised 6/8/18 (Storm Sewer, Watermain, Demolition Complete)
Revised 7/24/18 (Curb, Base Course, Binder Course Complete)
Revised 3/24/21 (Retaining Wall, Partial Sidewalk, Partial Final Landscaping Complete)
Revised 10/9/23 (Final Landscaping, Sidewalk, Signage Complete)

ITEM	DESCRIPTION	QUANTITY REMAINING	UNIT	UNIT PRICE	EXTENSION
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					$0.00
SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					
1	Subgrade Preparation - Fine Grading	0	SY	$1.50	$0.00
2	Geotextile Fabric	0	SY	$2.50	$0.00
3	Backfill Curb	0	LF	$1.50	$0.00
4	Hot-Mix Asphalt Base Course - 6"	0	SY	$28.00	$0.00
5	Hot-Mix Asphalt Binder Course, N50 - 1.5"	0	SY	$8.50	$0.00
6	Hot-Mix Asphalt Surface Course, N50 - 1.5"	1820	SY	$9.00	$16,380.00
7	Concrete Curb Type B-6.12	0	LF	$20.00	$0.00
8	Pavement Removal	0	SY	$10.00	$0.00
9	Sawcut Pavement, Full Depth	0	LF	$3.00	$0.00
10	PCC Sidewalk - 5" with Subbase	650	SF	$6.00	$3,900.00
11	Sidewalk Removal	0	SF	$1.50	$0.00
12	Street Sign	0	EACH	$300.00	$0.00
13	Traffic Sign	0	EACH	$300.00	$0.00
14	Street Lights	0	EACH	$5,000.00	$0.00
15	Parkway Tree (3")	5	EACH	$500.00	$2,500.00
16	Traffic Control	0	LUMP SUM	$5,000.00	$0.00
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					$22,780.00
SUBTOTAL SCHEDULES I-III					$23,020.00
CONTINGENCY @15%					$3,453.00
MAINTENANCE					$62,020.50
TOTAL					$88,493.50

Prepared By: Manhard Consulting, Ltd.

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer 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, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Donna Pecina, Community Development
THROUGH:
SUBJECT: A Resolution Authorizing A Reduction of a Letter of Credit for Covington Knolls Unit 8
DATE: October 23, 2023

SUMMARY/BACKGROUND
Farmingdale Development Company, developer of Covington Knolls 8, has requested a reduction to their letter of credit to $248,278.99.

The Village Engineer has reviewed and accepts the reduction request.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached resolution.

BOARD ACTION REQUESTED
A motion to approve the attached resolution.

ATTACHMENTS
Resolution dated 10232023 Reduction of LOC Covington Knolls 8.pdf

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR COVINGTON KNOLLS UNIT 8

ADOPTED BY THE

PRESIDENT AND BOARD OF TRUSTEES

OF THE VILLAGE OF LEMONT

THIS 23RD DAY OF OCTOBER, 2023

Published in pamphlet form by

authority of the President and

Board of Trustees of the Village of

Lemont, Cook, Will and DuPage Counties,

Illinois on this 23rd day of October, 2023.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR COVINGTON KNOLLS UNIT 8

WHEREAS, pursuant to the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

WHEREAS, in the matter of Covington Knolls Unit 8, located north of 127th Street and west of Covington Drive in Lemont, IL, Heartland Bank issued an Irrevocable Letter of Credit No. 6590137938 in the amount of $1,078,141.34 and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, Farmingdale Development Company, developer of Covington Knolls Unit 8, has completed certain improvements and has requested a reduction in the aforementioned letter of credit; and

WHEREAS, the Village Engineer of the Village of Lemont has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed; and

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that:

1. Irrevocable Letter of Credit No 6590137938 is hereby reduced to a balance of $248,278.99.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 23rd day of October, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

October 17, 2023

Mr. Jason Berry, CEcD, AICP
Economic & Community Development Director
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **Covington Knolls – Phase 8**
Letter of Credit Reduction #1

Dear Jason:

This letter is to certify that I have reviewed the request from Farmingdale Development Company, dated 10/12/23, requesting a new letter of credit value for the LOC shown below and concur with such request. The backup information submitted by Farmingdale Development Company is attached with this letter.

- LOC #6590137938 reduced to $248,278.99.

This development has still not reached the maintenance phase yet.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, P.E.

Enclosure
cc: Mr. George Schafer, Village Administrator, w/Enc.
Mr. Ralph Pukula, Director of Public Works, w/Enc.
Mr. Jim Begy, P.E., LEED AP BD+C, Building Commissioner, w/ Enc.
Ms. Jamie Tate, AICP, Consulting Planner, w/ Enc.
Ms. Darshana Prakash, Finance Director, w/ Enc.
File No. 2303616

\\hrgreen.com\HRG\Data\2023\2303616\Construction\LOCs\Reduction #1\ltr_101623_2303616_LOC Reduction #1.docx

Farmingdale Development Company

LAND DEVELOPERS

6280 JOLIET ROAD • COUNTRYSIDE, ILLINOIS 60525

708.482.8900

October 17, 2023

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

Re: Letter of Credit #6590137938
Heartland Bank
Covington Knolls Unit 8

Gentlemen,

Since we have completed the majority of the improvements in Covington Knolls, Unit 8, we would like to request the reduction of the above letter of credit from $1,078,141.34, to $248,278.99.

Upon approval, please contact Dan Nagle, Sr Vice President, DCNagle@hbtbank.com, 708-246-3284 Office or 708-227-4622 Cell at Heartland Bank and Trust to make arrangements for the reduction of the LOC. Please let us know if you need any further information.

Sincerely,

FARMINGDALE DEVELOPMENT COMPANY

John D Gallagher

JDG:lls

LETTER OF CREDIT REDUCTIO REQUEST

PROJECT: Covington Knolls (Phase 8) [Parking Lots] BY: PJW

LOCATION: Warrenville, IL DATE: 10-13-23

PROJECT #: 243 REVISED:

ITEM NO.	DESCRIPTION	UNIT	QUANTITIY	UNIT COST	TOTAL COST	STATUS - C = COMPLETED	
	EARTHWORK						
	TOPSOIL STRIPING	CU YD	6,200	$3.45	$ 21,390.00	C	
2	CLAY EXCAVATION	CU YD	9,500	$3.85	$ 35,598.75	C	
3	TOPSOIL RESPREAD	CU YD	407	$8.05	$ 3,276.35	C	
4	SILT FENCE	FOOT	4,846	$3.45	$ 16,718.70	C	
5	MOBILIZATION	LUMP	1	$11,500.00	$ 11,500.00	C	
6	CONSTRUCTION ENTRANCE	LUMP	1	$8 050.00	$ 8,050.00		
				SUBTOTAL=	$ 96,533.80		
	BASIN EXCAVATION/BI OSWALE MATERIALS						
7	Mobilization	EACH	1	$5,750.00	$ 5,750.00	C	
8	4" Perforated PVC	LF	937	$17.25	$ 16,163.25	C	
9	24" FES	EACH	3	$920.00	$ 2,760.00	C	
10	Earth Excavation	CU.YD	730	$13.80	$ 10,074.00	C	
11	Sand (Engineered Soil)	CU.YD	250	$16.10	$ 4,025.00	C	
12	Mulch/Compost (Engineered Soil)	CU.YD	150	$16.10	$ 2,415.00	C	
13	CA-7 Stone	CU.YD	675	$23.00	$ 15,525.00	C	
14	Sod (Basin Bottom)	SY	3350	$4.60	$ 16,330.00	$ 1,840.00	*1
				SUBTOTAL =	$ 73,042.25		
	WATERMAIN						
15	8" DIPWM	FOOT	1434	$37.55	$53,846.70	C	
16	8" VALVE AND VAULT	EACH	3	$2,294.25	$6,882.75	C	
17	CONNECT TO EX. WATERMAIN	EACH	2	$2,294.25	$4,588.50	C	
18	FIRE HYDRANT w/ AUX VALVE	EACH	5	$2,587.50	$12,937.50	C	
19	TRENCH BACKFILL	CU YD	380	$36.80	$13,984.00	C	
20	LONG WTR SERVICE w/ TAP SADDLE	EACH	10	$1,610.00	$16,100.00	C	
21	SHORT WTR SERVICE w/ TAP SADDLE	EACH	14	$920.00	$12,880.00	C	
22	PRESSURE TEST	LUMP	1	1725	$1,725.00	C	
				SUBTOTAL=	$122,944.45		
	SANITARY SEWER						
23	8" PVC SDR26	FOOT	948	S29 90	$28,345.20	C	
24	4' DIA. MANHOLE w/ CHIMNEY SEAL	EACH	5	$2,702.50	$13,512.50	C	
25	CONNECT TO EX. SAN. SEWER	EACH	1	$575.00	$575.00	C	
26	TRENCH BACKFILL	CU YD	785	$36.80	$28,888.00	C	
27	LONG SANITARY SERVICE	EACH	12	$1,150.00	$13,800.00	C	
28	SHORT SANITARY SERVICE	EACH	12	$805.00	$9,660.00	C	
29	TV INSPECTION	FOOT	948	$3.45	$3 270.60	C	
				SUBTOTAL=	$98 ,051.30		
	STORM SEWER						
30	12" RCP	FOOT	452	$28.75	$12,995.00	C	
31	15" RCP	FOOT	350	$31.05	$10,867 .50	C	
32	18" RCP	FOOT	150	$33.35	$5,002.50	C	
33	21" RCP	FOOT	145	$35.65	$5,169.25	C	
34	24" RCP	FOOT	1344	$39.10	$52,550.40	C	
35	27" RCP	FOOT	154	$44.85	$6,906.90	C	
36	REMOVE EX. STORM SEWER	FOOT	296	$8.63	$2,553.00	C	
37	PLUG & SEAL EX STRUCTURES	EACH	4	$287.50	$1,150.00	C	
38	CB, TYPE C - 24"	EACH	2	$1,380.00	$2,760.00	C	
39	CB, TYPE A - 48"	EACH	19	$2,530.00	$48,070.00	C	
40	MH, TYPE A - 48"	EACH	2	$2,300.00	$4,600.00	C	
41	CB, TYPE A - 60"	EACH	2	$2,780 00	$5,520.00	C	
42	MH, TYPE A - 60"	EACH	7	$4L:i30 00	$17 ,710.00	C	
43	CONNECT TO EXISTING	EACH	5	$690.00	$3,450.00	C	
44	TRENCH BACKFILL	CU YD	215	$36.80	$7,912.00	C	
38	TV INSPECTION	FOOT	8120	$3.45	$28 ,014.00	C	
				SUBTOTAL=	$215,230.55		

RES01.':1.C.:ASSOCIATES

PROJECT: Covington Knolls (Phase 8) [Parking Lots]
LOCATION: Warrenville, IL
PROJECT #: 243

BY: DATE: REVISED: PJW
10-13-23

ITEM NO.	DESCRIPTION	UNIT	QUANTITIY	UNIT COST	TOTAL COST	
	PAVING & MISCELLANEOUS					
39	CURB AND GUTTER WI 4" BASE CSE	FOOT	1996	$23.00	$45,908.00	C
40	BITUMINOUS BASE COURSE	SQ YD	3279	$25.30	$82,958.70	C
41	BITUMINOUS BINDER COURSE	SQ YD	3279	$7.76	$25,453.24	C
42	BITUMINOUS SURFACE COURSE	SQ YD	3279	$7.48	$24,510.53	$ 24,510.00
43	BASE COURSE FINE GRADING	SQ YD	3279	$0.98	$3,205.22	C
44	ROAD FABRIC (NON-WOVEN, 8oz, geo)	SQ YD	3279	$1.44	$4,713 .56	C
45	LIGHT POLES	EACH	5	$3,450 .00	$17,250.00	$ 17,250.00
46	SODDING (PARKWAYS)	SQ YD	2391	$3.45	$8,248.95	$ 8,248.95
47	STREET TREES @ 40' SPACING	EACH	50	$460.00	$23,000.00	$ 23,000.00
48	5' PCC SIDEWALK w/ J"SUBBASE	SQ FT	11502	$5 18	$59,522.85	$ 59,522.85
49	GRASS PAVER-BLOCK ACCESS WAY	SQ FT	3907	$9.20	$35,944.40	C
				SUBTOTAL=	$330,715.45	$ 134,371.80
				TOTAL =	$937,514.21	

15% CONTINGENCY = $140,627.13
PROJECT TOTAL= $1,078,141 .34

15% CONTINGENCY		$ 20,155.77
ORIGINAL 10 % BOND		$ 93,751.42
		$ 248,278.99
ORIGINAL LETTER OF CREDIT AMOUNT	$ 1,078,141.34	
AMOUNT OF REDUCTION REQUESTED		**$ 829,862.35**

*1 400 yards remaining in west basins

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Donna Pecina, Community Development
THROUGH:
SUBJECT: A Resolution Accepting Public Improvements and Reducing the Letter of Credit for Seven Oaks Subdivision
DATE: October 23, 2023

SUMMARY/BACKGROUND
Lincolnway Engineering and Land Surveying, on behalf of Castletown Homes, has requested acceptance of public improvements and a reduction of their letter of credit to $86,484.53. Pursuant to the Lemont Unified Development Ordinance of 2008 (UDO), the initiation of the two year subdivision maintenance period shall commence upon the passage of this resolution. The Village Engineer has inspected the public improvements and approves of this request.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached resolution.

BOARD ACTION REQUESTED
A motion to approve the attached resolution.

ATTACHMENTS
Resolution dated 10232023 Accepting Public Improvements and Reducing LOC for Seven Oaks Subdivision.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-_____-23

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND REDUCING THE LETTER OF CREDIT FOR SEVEN OAKS SUBDIVISION

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 10 – 23 - 2023

RESOLUTION NO. R-_____- 23

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND REDUCING THE LETTER OF CREDIT FOR SEVEN OAKS SUBDIVISION

WHEREAS, certain real property has been dedicated to the Village, as depicted on Seven Oaks Subdivision (attached hereto as Exhibit A), for the purpose of public infrastructure; and

WHEREAS, pursuant to the Lemont Unified Development Ordinance of 2008 ("UDO"), an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of public improvements; and

WHEREAS, in the matter of the Seven Oaks subdivision located at 14280 McCarthy Road in Lemont, Marquette Bank issued an Irrevocable Letter of Credit No. 2017-1630 in the amount of $994,572.10 and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, Matthew Dunn, P.E., P.L.S., of Lincolnway Engineering and Land Surveying, Ltd., on behalf of Castletown Homes, developer of the Seven Oaks Subdivision, has requested acceptance of public improvements in Seven Oaks Subdivision and provided a Bill of Sale for the public improvements (attached hereto as Exhibit B); and

WHEREAS, Village Engineer Bruce A. Hill inspected the public improvements and recommend acceptance of said completed public improvements located upon the dedicated property; and

WHEREAS, pursuant to the UDO, the initiation of the two-year subdivision maintenance period shall commence upon the passage of this resolution;

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

SECTION 1: RECITALS

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

SECTION 2:

That the required two-year maintenance period shall hereby commence and shall expire two years from the date of passage of this Resolution.

SECTION 3:

That the public improvements at Seven Oaks and the Bill of Sale are hereby accepted and the Irrevocable Letter of Credit No. 2017-1630 is hereby reduced to $86,484.53.

ADOPTED this 23rd day of October, 2023.

PASSED AND APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF OCTOBER, 2023.

VILLAGE PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

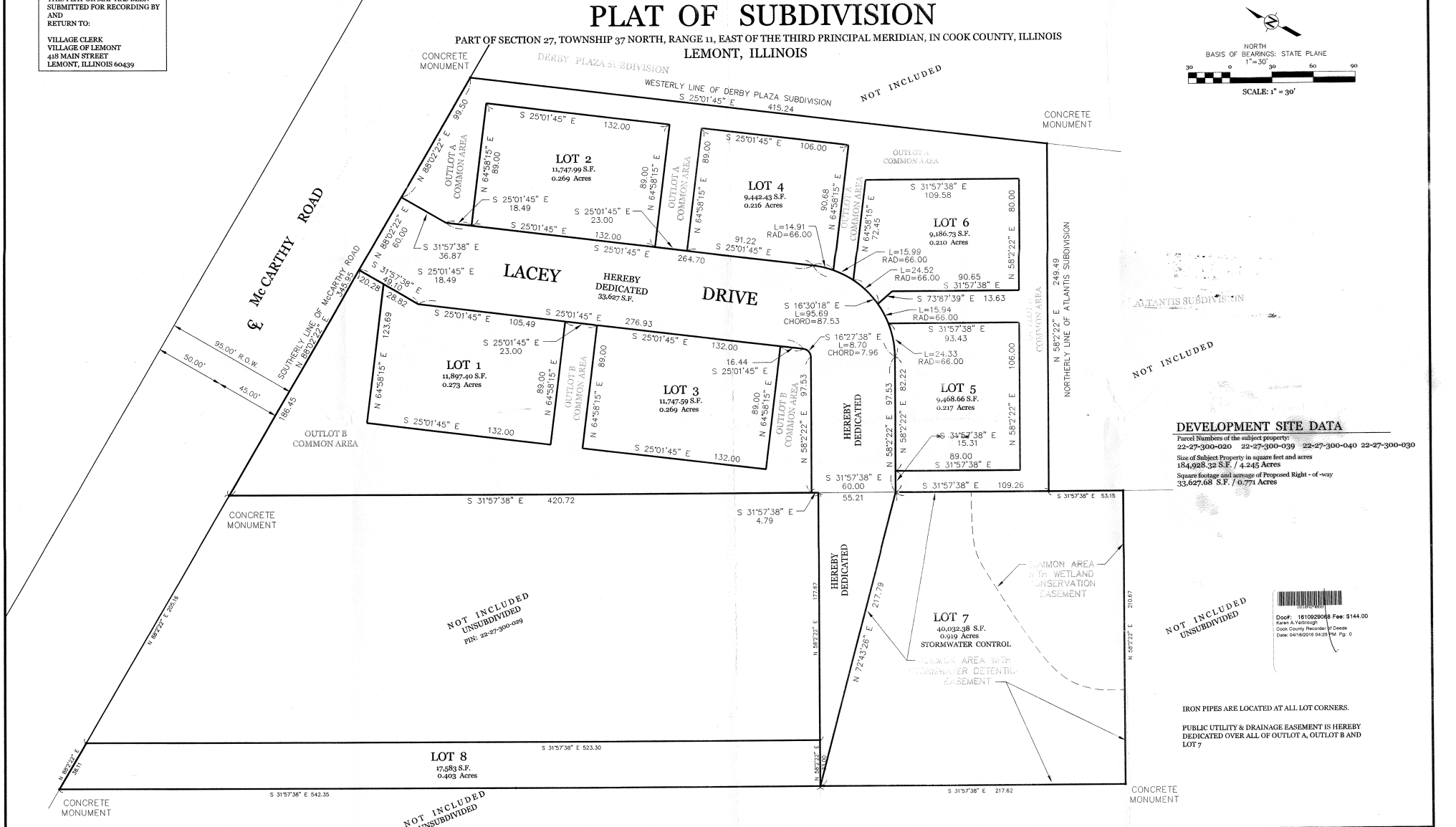
Exhibit A
Seven Oaks Subdivision

THIS PLAT OR MAP HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:

VILLAGE CLERK
VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

THE TOWNHOMES AT SEVEN OAKS
PLAT OF SUBDIVISION

PART OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
LEMONT, ILLINOIS



DEVELOPMENT SITE DATA

Parcel Numbers of the subject property:
22-27-300-020 22-27-300-039 22-27-300-040 22-27-300-030

Size of Subject Property in square feet and acres
184,928.32 S.F. / 4.245 Acres

Square footage and acreage of Proposed Right - of -way
33,627.68 S.F. / 0.771 Acres

IRON PIPES ARE LOCATED AT ALL LOT CORNERS.

PUBLIC UTILITY & DRAINAGE EASEMENT IS HEREBY DEDICATED OVER ALL OF OUTLOT A, OUTLOT B AND LOT 7

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
03-24-15	D.J.	PER REVIEW			
4-6-16	D.J.	PER REVIEW			

DRAWN BY:	DJ	DATE:	03-24-15
CHECKED BY:	WDJ	DATE:	03-24-15
APPROVED BY:	WDJ	DATE:	3-24-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT: SEVEN OAKS DEVELOPERS, LLC.
440 NORTH WABASH #1406
CHICAGO, IL. 60611

TITLE: PLAT OF SUBDIVISION
THE TOWNHOMES AT SEVEN OAKS
14280 McCARTHY ROAD
LEMONT, ILLINOIS 60439

SCALE: 1" = 30'
DATE: 03-24-15
JOB NO: 3456
SHEET 1 OF 3

THE TOWNHOMES AT SEVEN OAKS
PLAT OF SUBDIVISION

PART OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
LEMONT, ILLINOIS

PARCEL 1:
THAT PART OF LOT 21 IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 27, WHICH IS 471.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 30 DEGREES EAST, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 21, A DISTANCE OF 370.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 30 DEGREES EAST, 143.01 FEET; THENCE NORTH 60 DEGREES EAST, 269.05 FEET TO A POINT ON A LINE (SAID LINE BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, WHICH IS 471.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 30 DEGREES EAST, 1,294.75 FEET TO THE CENTER LINE OF ARCHER AVENUE, AS PAVED; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF ARCHER AVENUE, AS PAVED, 178.32 FEET TO THE POINT OF BEGINNING OF AFORESAID LINE; THENCE NORTHWESTERLY 1,087.30 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 27, SAID POINT BEING 825.92 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE NORTHEASTERLY ON THE AFORESAID LINE, A DISTANCE OF 311.18 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SAID POINT BEING 825.92 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 204.65 FEET; THENCE SOUTH 30 DEGREES EAST ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 21, A DISTANCE OF 297.08 FEET; THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 21, 130.34 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES BY WARRANTY DEED DATED MARCH 7, 2011 AND RECORDED MAY 13, 2011 AS DOCUMENT NUMBER 1113546005.

PERMANENT INDEX NUMBER: 22-27-300-039-0000

COMMONLY KNOWN AS: 14280 MCCARTHY ROAD, LEMONT, IL 60439

PARCEL 2:
THAT PART OF LOT 21 IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27, WHICH IS 471.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 30 DEGREES, EAST PARALLEL TO THE WESTERLY LINE OF SAID LOT 21, 370.33 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 130.34 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, WHICH POINT IS 150 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 27, 150 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21; THENCE NORTH 87 DEGREES 51 MINUTES 58 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 471.27 FEET; THENCE SOUTH 31 DEGREES 32 MINUTES 25 SECONDS EAST 37.84 FEET TO THE SOUTH APPARENT RIGHT OF WAY LINE OF MCCARTHY ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 87 DEGREES 51 MINUTES 58 SECONDS EAST 349.87 FEET; THENCE SOUTH 24, DEGREES 50 MINUTES 33 SECONDS EAST 14.23 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 58 SECONDS WEST 347.25 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 25 SECONDS WEST 14.96 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 22-27-300-020-0000

COMMONLY KNOWN AS: 14280 MCCARTHY ROAD, LEMONT, IL 60439

PARCEL 3:
THAT PART OF LOT 21 IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27, WHICH IS 471.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 30 DEGREES EAST, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 21, A DISTANCE OF 484.34 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 30 DEGREES EAST 331.61 FEET; THENCE NORTH 60 DEGREES EAST 225.87 FEET TO A POINT ON A LINE (SAID LINE BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27, WHICH IS 471.27 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 21; THENCE SOUTH 30 DEGREES EAST, 1294.75 FEET TO THE CENTER LINE OF ARCHER AVENUE, AS PAVED; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF ARCHER AVENUE, AS PAVED, 178.32 FEET TO THE POINT OF BEGINNING OF AFORESAID LINE; THENCE NORTHWESTERLY 1087.30 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTHWEST ¼ OF SECTION 27, SAID POINT BEING 825.92 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTHWESTERLY ON THE AFORESAID LINE, A DISTANCE OF 384.33 FEET TO A POINT; THENCE SOUTHWESTERLY 269.05 FEET TO THE PLACE OF BEGINNING,) IN COOK COUNTY, ILLINOIS.

EXCEPTING AS FOLLOWS: THAT PART TAKEN FOR ATLANTIS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 2010 AS DOCUMENT NO. 1008218045.

PERMANENT INDEX NUMBER: 22-27-300-040-0000

COMMONLY KNOWN AS: 12430 ARCHER AVENUE, LEMONT, IL 60439

PARCEL 4:
THAT PART OF LOT 21 IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS 1028.54 FEET EAST OF THE NORTHWEST CORNER OF LOT 21; THENCE SOUTH 30 DEGREES EAST PARALLEL TO THE WESTERLY LINE OF SAID LOT 21, 817.59 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE 210.38 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF LOT 21, 217.78 FEET; THENCE WEST ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 37.58 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOT 21 TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE WEST ON SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 38.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 12L050680 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21 IN COUNTY CLERK'S DIVISION; THENCE NORTH 87 DEGREES 50 MINUTES 07 SECONDS EAST, A DISTANCE OF 228.45 FEET (228.54 FEET RECORD) ALONG THE NORTH LINE OF SAID LOT 21 AND ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 50 MINUTES 07 SECONDS EAST, A DISTANCE OF 58.00 FEET (58.00 FEET RECORD) CONTINUING ALONG THE LAST DESCRIBED COURSE; THENCE SOUTH 31 DEGREES 56 MINUTES 56 SECONDS EAST, A DISTANCE OF 59.10 FEET ALONG A LINE THAT IS PARALLEL WITH THE WESTERLY LINE OF SAID LOT 21; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1174.02 FEET, AN ARC DISTANCE OF 58.60 FEET AND CHORD BEARING SOUTH 89 DEGREES 28 MINUTES 15 SECONDS WEST, A CHORD DISTANCE OF 58.60 FEET; THENCE NORTH 31 DEGREES 56 MINUTES 56 SECONDS WEST, A DISTANCE OF 57.96 FEET ALONG A LINE THAT IS PARALLEL WITH SAID WESTERLY LINE OF LOT 21 TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 22-27-300-030-0000

COMMONLY KNOWN AS: 12514 ARCHER AVENUE, LEMONT, IL 60439

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 21; THENCE NORTH 88 DEGREES 2 MINUTES 22 SECONDS EAST 471.27 FEET ; THENCE SOUTH 31 DEGREES 57 MINUTES 38 SECONDS EAST 53.12 FEET TO THE SOUTHERLY RIGHT- OF- WAY LINE OF McCARTHY ROAD FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 2 MINUTES 22 SECONDS EAST 345.95 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 25 DEGREES 1 MINUTE 45 SECONDS EAST 415.24 FEET; THENCE NORTH 58 DEGREES 2 MINUTES 22 SECONDS EAST 249.49 FEET; THENCE SOUTH 31 DEGREES 57 MINUTES 38 SECONDS EAST 53.15 FEET; THENCE NORTH 58 DEGREES 2 MINUTES 22 SECONDS EAST 210.67 FEET; THENCE SOUTH 31 DEGREES 57 MINUTES 38 SECONDS EAST 759.97 FEET TO THE SOUTHERLY RIGHT- OF- WAY LINE OF McCARTHY ROAD; THENCE NORTH 88 DEGREES 2 MINUTES 22 SECONDS EAST 38.11 FEET ALONG SAID SOUTHERLY RIGHT-OF WAY LINE ; THENCE SOUTH 31 DEGREES 57 MINUTES 38 SECONDS EAST 523.30 FEET; THENCE NORTH 58 DEGREES 2 MINUTES 22 SECONDS EAST 177.67 FEET; THENCE SOUTH 31 DEGREES 57 MINUTES 38 SECONDS EAST 420.72 FEET TO THE POINT OF BEGINNING, CONTAINING 202,511 S.F (4.65 ACRES) IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS
SS
COUNTY OF COOK

We, Seven Oaks Developers, LLC., do hereby certify that we are the Owner of the property described in the caption to the plat hereon drawn and as such owner, we have caused said property to be surveyed and subdivided hereon shown, as our own free and voluntary act and deed.

We hereby dedicate for public use the lands shown on this plat, including but not limited to, thoroughfares, streets, alleys, walkways and public services, grant the telephone, gas, electric and any other public or private utility easements as stated and shown on this plat; and grant and declare the Storm Water Drainage and Detention Easements as stated and shown on this plat.

We further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this planned development plat or, if any of said installments are not paid, then such installments have been divided in accordance with the planned development and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

Dated this 20th day of January, 20 16
Owner(s) / Trustee / Authorized Attorney
Phil J. Cullen
Cole M. Cullen

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, Mary E. Olesnieski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cole Cullen and Phil Cullen respectively, the Managing Partners of Seven Oaks Developers, LLC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners, as such Managing Partners, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act, and as the free and voluntary act of said Seven Oaks Developers, LLC., for the uses and purposes therein set forth.

Given under my hand and Notorial Seal

This 4th day of March, 20 16

By: Mary E. Olesnieski
Notary Public

OFFICIAL SEAL
MARY E. LESNIESKI
Notary Public - State of Illinois
My Commission Expires 1/30/2020

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, Christina Smith, 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 11th April, 20 16

Village Treasurer

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS
SS
COUNTY OF COOK

This is to certify that to the best of our knowledge, we the undersigned as Owner of the property, which will be known as The Townhomes at Seven Oaks is located within the boundaries of:

Elementary School District: 113
High School District: 210
Junior College District: 526

in Cook County, Illinois.

Dated this 20th day of January, 20 16

By: Phil J. Cullen
Cole M. Cullen

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, Mary E. Olesnieski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cole Cullen and Phil Cullen respectively, the Managing Partners of Seven Oaks Developers, LLC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners, as such Managing Partners, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act, and as the free and voluntary act of said Seven Oaks Developers, LLC., for the uses and purposes therein set forth.

Given under my hand and Notorial Seal

This 4th day of March, 20 16

By: Mary E. Olesnieski
Notary Public

OFFICIAL SEAL
MARY E. LESNIESKI
Notary Public - State of Illinois
My Commission Expires 1/30/2020

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 11th day of April, 20 16

By: President

Attest: Charlene Smollen
Village Clerk

STATE OF ILLINOIS HIGHWAY CERTIFICATE

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 planned development 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 planned development.

Dated this 20th day of January, 20 16

By: Phil J. Cullen
Owner(s) / Trustee / Authorized Attorney
Cole M. Cullen

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, James Caiwood, Village Engineer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, hereby certify that the land improvements in this planned development, 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 11 day of April, 20 16

By: Village Engineer
Re PE 62.36180
Exp 11-30-16

I DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID CURRENT GENERAL TAXES DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND IN THE ABOVE PLAT.

DATE 4/15/2016

COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, Warren D. Johnson, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and subdivided 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 Warren D Johnson, further certify that based on examination of the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 587 of 832, Map Number 17031C0557F with an effective date of November 6, 2006, that he parcel included in this record of deed is not located in a special flood hazard area.

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

Dated this 20th day of January, 20 16

By: Illinois Professional Land Surveyor

License No.: 2971

WARREN D. JOHNSON
2971
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
BERWYN, ILLINOIS

11-30-16
Exp

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

1-20-16

John A. Fortmann, P.E.
Deputy Director of Highways
Region One Engineer

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	DJ	DATE:	03-24-15
CHECKED BY:	WDJ	DATE:	03-24-15
APPROVED BY:	WDJ	DATE:	3-24-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT:
SEVEN OAKS DEVELOPERS, LLC.
440 NORTH WABASH #1406
CHICAGO, IL. 60611

TITLE:
PLAT OF SUBDIVISION
THE TOWNHOMES AT SEVEN OAKS
14280 McCARTHY ROAD
LEMONT, ILLINOIS 60439

SCALE:	1" = 30'
DATE:	6-18-15
JOB NO:	3859
SHEET	2 OF 3

THE TOWNHOMES AT SEVEN OAKS
PLAT OF SUBDIVISION

PART OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
LEMONT, ILLINOIS

Public Utility and Drainage Easement Provisions

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated as OUTLOT A, OUTLOT B and LOT 7 on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmission, 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 ordinances of the Village of Lemont and to Village approval as to design and location.

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

COM ED COMPANY AND AT&T CORPORATION

An easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as OUTLOT A, OUTLOT B and LOT 7 and the property designated on the plat for streets and alleys required to provide the Planned development, and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes.

No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within OUTLOT A, OUTLOT B and LOT 7 without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

NICOR CORPORATION / NICOR GAS COMPANY

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 OUTLOT A, OUTLOT B and LOT 7 and the property designated on the plat for streets and alleys as required to provide the planned unit development and other property, whether or not contiguous thereto, with 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 OUTLOT A, OUTLOT B and LOT 7 , 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 "OUTLOT A, OUTLOT B and LOT 7 and the property designated on the plat for streets and alleys as required to provide the planned unit development and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such OUTLOT A, OUTLOT B and LOT 7, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

Drainage and Stormwater Detention Easement

Declarant hereby reserves and grants to the Village of Lemont easements in, over, under, through, and upon those areas designated on the Plat as OUTLOT A, OUTLOT B and LOT 7 for purposes of providing adequate stormwater drainage control together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon the declarant, its successors, heirs, executors and assigns. To ensure the integrity of the stormwater facilities, no obstruction shall be placed, nor alterations made, including alterations in the final topographical grading plan which in any manner impeded or diminish stormwater drainage of detention in, over, under, through or upon said easement areas. In the event such obstruction or alterations are found to exist, the Village shall, upon seventy-two (72) hours prior notice to the property owner, have the right, but not the duty, to perform, or have performed on its behalf, the removal of said obstruction or alterations or to perform other repair, alteration or replacement as may reasonably be necessary to ensure that adequate stormwater storage, storm drainage, detention and retention facilities and appurtenances thereto remain fully operational and that the condition of said drainage easement complies with all applicable Village codes. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner.

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

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

Wetland Conservation Easement Provisions

The area shown hereon as "Wetland Conservation Easement" is hereby subject to the following:

The U.S. Army Corps of Engineers and the Village of Lemont (hereinafter the "Village") will each have the right to enter the Wetland Conservation Easement at reasonable times and to enforce by proceedings in law or equity the covenants and restrictions herein.

The following actions are not permitted except by prior written consent from the Village:

A. Placing dredged or fill material, plowing, mining, or removal of topsoil or other materials.
B. Construction of buildings, structures, or developments.
C. Removal or destruction of wildlife, trees or plants, mowing, application of pesticides or herbicides, or removal of flora or fauna except as required for the maintenance of the property as a wetland.
D. Operation of watercraft, cars, trucks, snowmobiles, motorcycles, or any other types of motorized vehicles.
E. Hunting, trapping, grazing or keeping of livestock.
F. New or additional utilities placed overhead or underground, without specific permission of the Village of Lemont.

These restrictions and covenants shall run with the land and be binding on the Owner and its assigns forever.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
03-24-15	D.J.	PER REVIEW			
4-6-16	D.J.	PER REVIEW			

DRAWN BY:	DJ	DATE:	03-24-15
CHECKED BY:	WDJ	DATE:	03-24-15
APPROVED BY:	WDJ	DATE:	3-24-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9356
e-mail: DJA@DJAonline.net

SEVEN OAKS DEVELOPERS, LLC.
440 NORTH WABASH #1406
CHICAGO, IL. 60611

PLAT OF SUBDIVISION
THE TOWNHOMES AT SEVEN OAKS
14280 McCARTHY ROAD
LEMONT, ILLINOIS 60439

SCALE:	1" = 30'
DATE:	03-24-15
JOB NO:	3456
SHEET	3 OF 3

Exhibit B
Bill of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that [OWNER/BUILDER], an Illinois Corporation (hereinafter referred to as the "Developer"), in consideration of TEN DOLLARS ($10.00) and other valuable consideration, does hereby grant, sell, transfer, and deliver unto the VILLAGE OF LEMONT, an Illinois municipal corporation, the goods, chattels and other items of personal property in connection with the SEVEN OAKS SUBDIVISION, namely:

> All public improvements located within the Seven Oaks Subdivision located generally South of McCarthy Road and West of Derby Road in the Village of Lemont, such public improvements including but not limited to all sanitary sewer and water lines, all storm sewer lines, all streets and street improvements, all curbing, all sidewalks, all streetlights, signs, and parkway trees.

The object of this Bill of Sale is to grant, sell transfer, and deliver to the Village, with the exceptions noted, the ownership of all items of personality that comprise the sanitary sewer, water distribution system, storm sewer system, the street system and other public improvements installed by the Developer to date within the Seven Oaks Subdivision, located in the Village of Lemont, IL 60439.

FURTHER BE IT KNOWN: That the Developer does hereby covenant that it is the lawful owner of the heretofore described goods, chattels, and personality; that such items are free from all encumbrances; that it has the right to sell the same as aforesaid; and that it warrants and will defend the act of said Corporation.

DATED at Lemont, Illinois this ___ day of _____, 20___.

By: [Name of Developer/Corporation]

_____

[Signature and Title]

STATE OF ILLINOIS)
)SS.
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State of Illinois, **DO HEREBY CERTIFY** that _____ is personally known to me to be the same person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for their uses and purposes therein set forth.

Given under my hand and sealed this ____ day of _____, 20___.

_____

Notary Public

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

October 17, 2023

Mr. Jason Berry, CEcD, AICP
Economic & Community Development Director
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **Seven Oaks Subdivision**
Letter of Credit Reduction #2 & Transfer into Maintenance Period

Dear Jason:

This letter is to certify that I have reviewed the request from Lincolnway Engineering and Land Survey LTD, on behalf of Castletown Homes, dated 10/16/23, requesting a new letter of credit value for the LOC shown below and concur with such request. The backup information submitted by Lincolnway Engineering and Land Survey LTD is attached with this letter.

- LOC #20171630(Marquette Bank) reduced to $86,484.53.

This development will transfer into the two (2) year maintenance period upon approval by the Village Board.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, P.E.

Enclosure
cc: Mr. George Schafer, Village Administrator, w/Enc.
Mr. Ralph Pukula, Director of Public Works, w/Enc.
Mr. Jim Begy, P.E., LEED AP BD+C, Building Commissioner, w/ Enc.
Ms. Jamie Tate, AICP, Consulting Planner, w/ Enc.
Ms. Darshana Prakash, Finance Director, w/ Enc.
File No. 2303406

\\hrgreen.com\HRG\Data\2023\2303406\Construction\LOCs\Reduction #2 & Transfer to Maintenance\ltr_100423_2303406_LOC Reduction #2.docx

LINCOLNWAY ENGINEERING AND LAND SURVEYING LTD.

846 REGENT ST.
NEW LENOX, IL 60451
PH 630-301-1325 EMAIL mattdunnpepls@yahoo.com

October 16th, 2023

Village of Lemont
Building Department – Community Development

Re: Engineers Opinion of Probable Cost, for Seven Oaks Townhomes

To Whom it may concern:

It is the opinion of this office that the items estimated on our previous Estimate of New Letter of Credit for the above development have been satisfied. It appears that all that remains from the last EOPC is the original 10% deposit of $86484.53 and possibly the 15% held back on the L.O.C. Of 12-10-20 for a total of $91997.50.

Please review the update of the previous estimate.

Thanks



Matthew Dunn P.E., P.L.S.
Lincolnway Engineering and Land Surveying Ltd.

cc: Mr. Bruce Hill, P.E., H.R. Green, Village Engr. Village of Lemont
Ms. Ann Bell, Castletown Homes

SEVEN OAKS TOWNHOMES - ESTIMATE OF NEW LETTER OF CREDIT

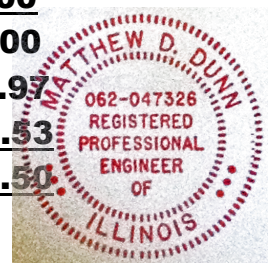
LINCOLNWAY ENGINEERING AND LAND SURVEYING LTD. 12/10/2020 **(Updated 10/12/2022)**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	EARTHWORK				
3	TOPSOIL RESPREAD	200	CY	$2.00	$400.00
				OLD SUB TOTAL	$400.00
		(**COMPLETED)**		**SUB TOTAL**	**$0.00**
	PAVEMENT				
13	1.5” BIT SURFACE COURSE, N50	1525	SY	$8.55	$13,038.75
15	0.1 G/SY TACK COAT	1525	SY	$0.25	$381.25
				OLD SUB TOTAL	$13420.00
		(**COMPLETED)**		**SUB TOTAL**	**$0.00**
	STORM SEWER				
47	STORM SEWER ADJUSTMENT	2	EA.	$500.00	$1000.00
				OLD SUB TOTAL	$1000.00
		(**COMPLETED)**		**SUB TOTAL**	**$0.00**
	EROSION CONTROL				
49	SILT FENCE	1100	L.F.	$2.50	$2750.00
				OLD SUB TOTAL	$2750.00
		(**COMPLETED)**		**SUB TOTAL**	**$0.00**
	MISCELLEANOUS				
50	PARKWAY TREES	12	EA.	$525.00	$6300.00
51	PARKWAY SOD	498	S.Y.	$6.00	$2988.00
53	POND OVERFLOW 4”-6” RIP-RAP	9	C.Y.	$50.00	$450.00
58	PUBLIC SIDEWALKS (with 4” agg. Base)	1453	S.F.	$6.50	$9445.15
				OLD SUB TOTAL	$19183.15
		(**COMPLETED)**		**SUB TOTAL**	**$0.00**
	OLD REMAINING TOTAL FROM 12/10/2020	$36753.15		**REMAINING TOTAL**	**$0.00**

PREVIOUS REMAINING TOTAL x 1.15 = 42266.12 - $36753.15 = $5512.97

ORIGINAL ENGINEERS ESTIMATE x 0.10 = $864845.30 x 0.10 = $86484.53

AMOUNT OF NEW LETTER OF CREDIT = DEPOSITS / MAINTENANCE ONLY = $91997.50



418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator.
SUBJECT:	A Public Hearing for an Amendment to an Annexation Agreement for an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road and Bell Road in Lemont, IL
DATE:	October 23, 2023

SUMMARY/BACKGROUND
The proposed Sun Hill multi-building commercial development, represented by R/J Rymeck Co., applied for a preliminary planned unit development (PUD), which was heard by the Planning and Zoning Commission (PZC) at their regular meeting on September 6, 2023, after initially being tabled at the June 14, 2023 meeting.

Following the Committee of the Whole (COW), staff has recommended amending the annexation agreement for the southwest corner of McCarthy and Bell Roads in lieu of preliminary PUD approval. The annexation agreement, first approved in 2011, would be amended to include the concepts for the 8.7 acre site that were seen at the PZC and COW.

Notice was published in the Daily Southtown on October 6, 2023.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Open the Public Hearing.

BOARD ACTION REQUESTED
Motion to Open the Public Hearing.

ATTACHMENTS
Certificate of Publication: Sun Hill Plaza
FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR 8.7-ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS
O-11-11 Annexation Agreement Readoption - recorded

CHICAGO TRIBUNE
media group

Sold To:
Village of Lemont - CU00211062
418 Main St
Lemont,IL 60439

Bill To:
Village of Lemont - CU00211062
418 Main St
Lemont,IL 60439

Certificate of Publication:

Order Number: 7511340
Purchase Order: Sun Hill Plaza AAA

State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Daily Southtown. The Daily Southtown is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Park Forest, Township of Rich, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Daily Southtown, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 10/06/2023, and the last publication of the notice was made in the newspaper dated and published on 10/06/2023.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Oct 06, 2023.**

Daily Southtown
In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

7th Day of October, 2023, by

Chicago Tribune Media Group



Jeremy Gates

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

CHICAGO TRIBUNE
media group

NOTICE OF PUBLIC HEARING
VILLAGE OF LEMONT
BOARD OF TRUSTEES

Notice is hereby given that the Lemont Village Board of Trustees will conduct a Public Hearing on October 23, 2023 at 6:30 p.m. on the following matter:

Case Name: Sun Hill Plaza
Case Number: 23-05
Address: 12300 S. Bell Road
PIN: 22-26-401-032-0000

Richard Rymek of R/J Rymek Co., and acting on behalf of the owner, is requesting an Amendment to an Annexation Agreement for the 8.3-acre subject property. The purpose of the request is to add desired Conceptual Plans to the existing Agreement (O-11-11) for the B-3, Arterial Commercial District zoned property.

All interested persons are invited to attend the public hearing and will be given an opportunity to speak. All documents in connection with the above matter are on file with the Village of Lemont and available for review upon request. Notice is hereby provided that the annexation agreement may be modified after the public hearing. If you wish to examine any associated documents, please contact the Community Development Department at (630) 257-1595.

Charlene Smollen
Village Clerk – Village of Lemont
October 6, 2023 7511340

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR 8.7-ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS

THIS FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR 8.7-ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MCCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS (Preferred Development) ("FIRST AMENDMENT"), is made and entered into this ___ day of _____, 2023, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as (the "VILLAGE"), and Andy Tsamis, represented by Richard Rymek from R/J Rymek Co. (hereinafter referred to as "OWNER/DEVELOPER"). The VILLAGE and OWNER/DEVELOPER are hereinafter sometimes referred to individually as a "PARTY" and collectively as the "PARTIES;" and

WHEREAS, OWNER/DEVELOPER is the owner of the real estate (hereinafter referred to as the "TERRITORY"), the legal description of which is attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, the TERRITORY was previously annexed and identified as the TERRITORY pursuant to a certain Annexation Agreement dated February 14, 2011 for former owner "Preferred Development", as Ordinance No. 0-11-11 recorded in Cook County on March 1, 2011, as Document No. 1106022068 (hereinafter referred to as (the "AGREEMENT"); and

WHEREAS, the VILLAGE AND OWNER/DEVELOPER are desirous of amending said AGREEMENT to include 'Conceptual Plan' documents as provided for herein; and

WHEREAS, a public hearing was held at the Planning & Zoning Commission meeting on September 6, 2023 to discuss the preliminary 'Conceptual Plan' documents, at the time proposed as a Preliminary Planned Unit Development, and a subsequent public meeting was held at the Committee of the Whole meeting comprised of the Mayor and Village Trustees on September 18, 2023; and

WHEREAS, the Planning & Zoning Commission voted (5-0) with conditions unable to be met at this time, to recommend approval of the preliminary plans and the Mayor and Village Trustees are receptive to providing a type of 'Conceptual Plan' approval solidifying direction for the OWNER/DEVELOPER; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code (65ILCS 5/1) et.seq.), the corporate authorities of the VILLAGE have taken all steps legally required, including, but not necessarily limited to, providing notice and a public hearing for the proposed AMENDMENT to the AGREEMENT;

WHEREAS, the VILLAGE acknowledges the complex and costly development review process for the OWNER/DEVELOPER to achieve the desired development in 'Conceptual Plan' documents prior to obtaining purchasers and lessees; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties agree as follows:

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

SECTION 2: Amendments. The AGREEMENT is hereby amended as follows:

1. Article I, "Definitions": For purposes of this AMENDMENT "Conceptual Plan" means document(s) submitted to the VILLAGE demonstrating the OWNER/DEVELOPER'S proposed development of the TERRITORY.

2. Article III, "Zoning And Land Use Restrictions": The following paragraphs and documents shall be added to include the following language addressing the Parties desired "Conceptual Plan" for the TERRITORY

- Preliminary Concept Plan by Advantage Consulting Engineers dated ___ , attached hereto as Exhibit B demonstrating conceptual building placement, drive aisles, lot lines, stormwater areas and amenities; and

- Conceptual Perspective Renderings by Linden Group Architects dated ___, attached hereto as Exhibit C.

The 'Conceptual Plan' documents included in this AMENDMENT do not constitute approval from the Village of Lemont or any other entity, but rather an endorsement of desirable commercial development form that shall proceed with entitlement adhering to the Village's Unified Development Ordinance (UDO) and all other codes and ordinances within the Village and appropriate jurisdictions, including but not limited to Cook County Department of Transportation (CCDOT), Metropolitan Water Reclamation Department (MWRD) and Illinois Department of Transportation (IDOT).

Except as otherwise provided for in the AGREEMENT, this AMENDMENT and as conceptually depicted on the documents attached hereto as Exhibit B and Exhibit C, the TERRITORY shall be developed pursuant to the terms and provisions of the Unified Development Ordinance, Building Code, and all applicable statues, ordinances, rules, regulations, and laws of the VILLAGE shall remain applicable and in full force and effect during the term of this AGREEMENT.

3. Article XII, "Notices", shall be amended as follows:

For the OWNER/DEVELOPER:
Andy Tsamis
11958 Ginger Creek Lane
Mokena, Illinois 60448
With a copy to:

R/J Rymek Co.
16W475 Frontage Road
Burr Ridge, Illinois 60527

4. Article XXII, "Warranties and Representations", shall be replaced in its entirety with the following text:

The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:

That the OWNER/DEVELOPER identified on Page 1 hereof is the owner of the TERRITORY as legal title holder; and

That the OWNER/DEVELOPER proposes to develop the TERRITORY in a manner contemplated under this AGREEMENT and AMENDMENT; and

That other than the OWNER/DEVELOPER, no other entity or person has any interest in the TERRITORY or its development as herein proposed; and

That the OWNER/DEVELOPER has provided the legal description of the TERRITORY set forth in this AGREEMENT and the attached exhibits and that said legal description and exhibits are accurate and correct.

This AMENDMENT shall run with the land and, as such, shall be binding upon subsequent owners of the TERRITORY.

5. Unless amended by the terms of this AMENDMENT, the terms, conditions and agreements set forth in the AGREEMENT shall continue in full force and effect. If any pertinent existing resolutions or ordinances, or interpretations thereof, of the VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this AMENDMENT and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the TERRITORY.

IN WITNESS WHEREOF, the Parties have caused this FIRST AMENDMENT to be executed on the day and year first above written.

VILLAGE OF LEMONT,
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER/DEVELOPER:
ANDY TSAMIS

By:_____

Its:_____

NOTARY CERTIFICATES

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Village of Lemont, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

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

My commission expires on_____, 20____.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF_____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ , personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on_____, 20____.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF_____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ , personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on_____, 20____.

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

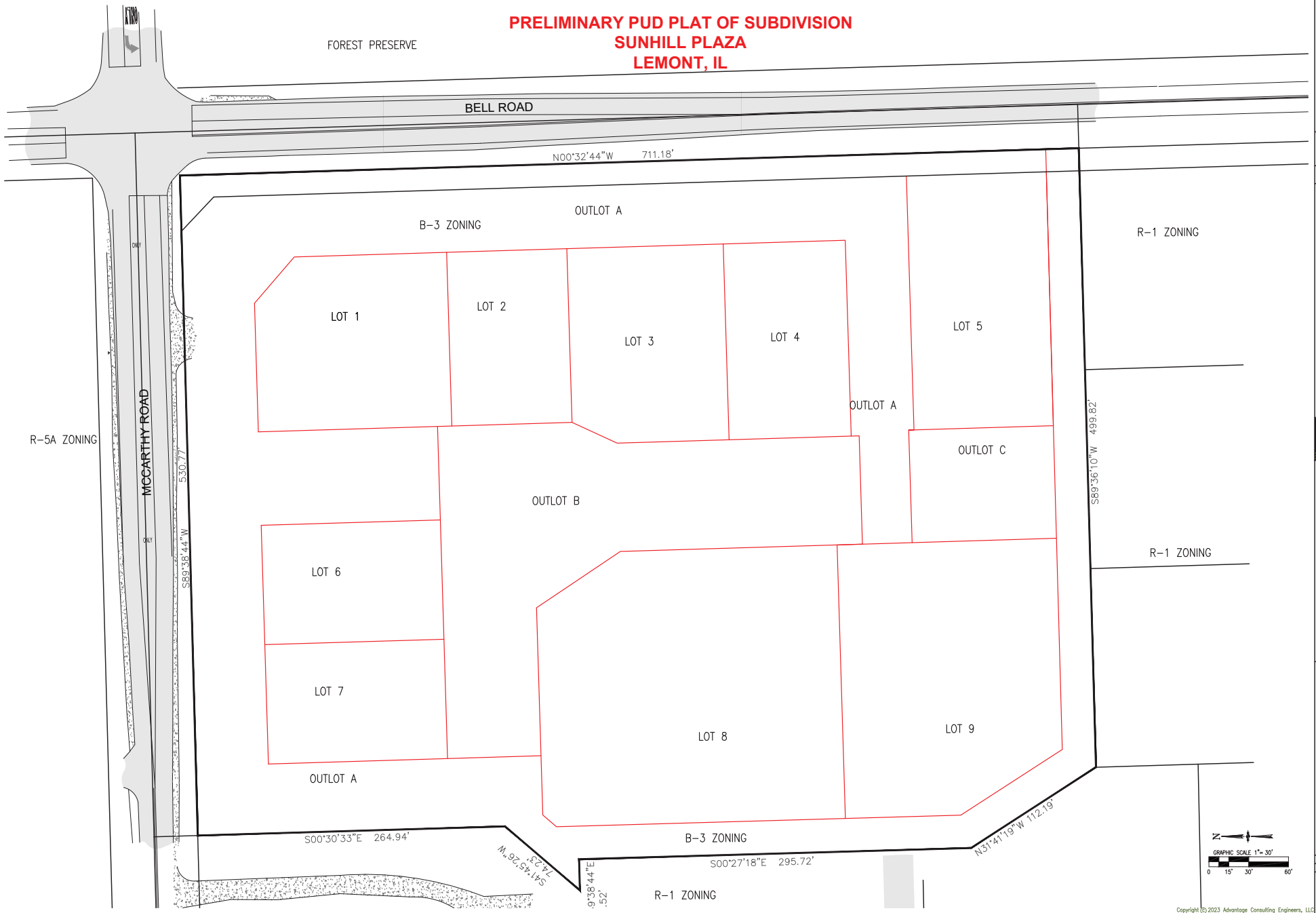
A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.00 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 796.00 FEET EAST OF THE WEST LINE OF THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 26; THENCE SOUTH ALONG A LINE THAT IS PARALLEL* WITH THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 AND 746.00 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF* SAID SECTION 26; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF* THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 276.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTHEAST TO THE NORTHWEST CORNER OF SUNHILL SUBDIVISION UNIT #1 AS RECORDED APRIL 8, 1981, AS DOCUMENT NO. 25833414 IN COOK COUNTY, ILLINOIS. THENCE EAST ALONG THE NORTH LINE OF SUNHILL SUBDIVISION UNIT #1, A DISTANCE OF 500.00 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26. A DISTANCE OF 710.86 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 26, A DISTANCE OF 531.41 FEET TO THE PLACE OF BEGINNING.

PIN: 22-26-401-032

COMMONLY KNOWN AS: 12300 South Bell Road, Lemont, Illinois 60439

EXHIBIT B
CONCEPTUAL SITE PLAN

PRELIMINARY PUD PLAT OF SUBDIVISION
SUNHILL PLAZA
LEMONT, IL



NO.	DATE	REMARKS

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439
630-257-2467
www.acemg.us

EXHIBIT
PRELIMINARY PLAT OF SUBDIVISION
SUNHILL PLAZA
123RD STREET & BELL ROAD
LEMONT, IL

R/J RYMEK CO.
16 W 475 FRONTAGE ROAD
BURR RIDGE, IL

MARCH 20, 2023
JOB: 21-065

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1 OF 1

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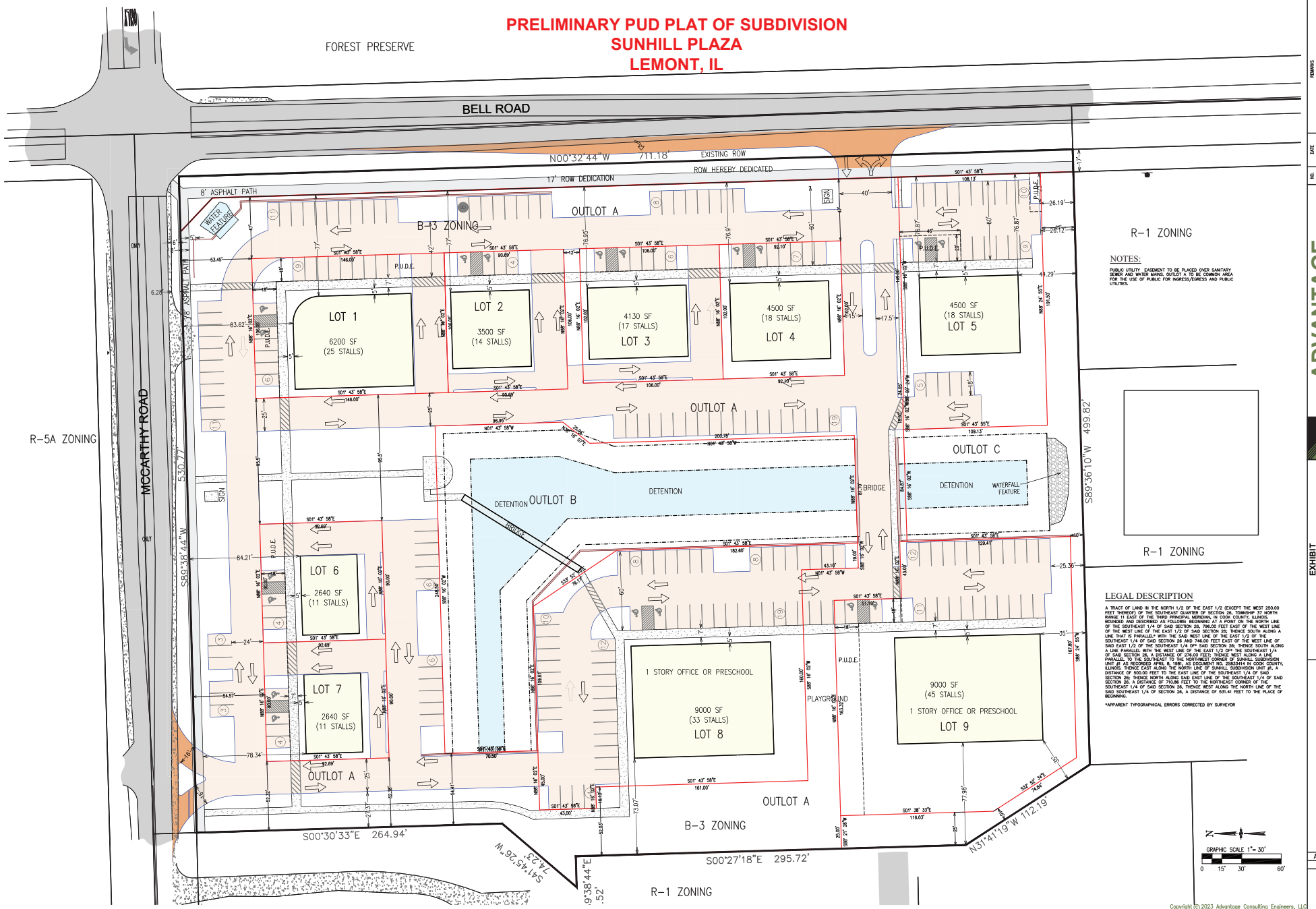
PRELIMINARY PUD PLAT OF SUBDIVISION
SUNHILL PLAZA
LEMONT, IL



NOTES:

PUBLIC UTILITY EASEMENT TO BE PLACED OVER SANITARY SEWER AND WATER MAINS. OUTLOT A TO BE COMMON AREA FOR THE USE OF PUBLIC FOR INGRESS/EGRESS AND PUBLIC UTILITIES.

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.00 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 796.00 FEET EAST OF THE WEST LINE OF THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 26; THENCE SOUTH ALONG A LINE THAT IS PARALLEL* WITH THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 AND 796.00 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 876.00 FEET TO A POINT ON A LINE PARALLEL TO THE SOUTHEAST TO THE NORTHWEST CORNER OF SUNHILL SUBDIVISION UNIT #1 AS RECORDED APRIL 8, 1981, AS DOCUMENT NO. 25833414 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE NORTH LINE OF SUNHILL SUBDIVISION UNIT #1, A DISTANCE OF 500.00 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 710.86 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 26, A DISTANCE OF 531.41 FEET TO THE PLACE OF BEGINNING.

*APPARENT TYPOGRAPHICAL ERRORS CORRECTED BY SURVEYOR

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NO.	DATE	REMARKS

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439
630-520-2467
www.acengr.us

EXHIBIT
PRELIMINARY PLAT OF SUBDIVISION
SUNHILL PLAZA
123RD STREET & BELL ROAD
LEMONT, IL

R/J RYMEK CO.
16 W 475 FRONTAGE ROAD
BURR RIDGE, IL

AUGUST 28, 2023
JOB: 21-065

SHEET:
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1 OF 1

EXHIBIT C
CONCEPTUAL PERSPECTIVE RENDERINGS



SUNHILL PLAZA, LEMONT

RJ RYMEK COMPANY

16W475 SO. FRONTAGE ROAD
BURR RIDGE, IL
630-257-8888

PERSPECTIVE VIEW #1

LINDENGROUP
ARCHITECTS
10100 ORLAND PARKWAY
STE 110, ORLAND PARK, IL
708-799-4400

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET
LEMONT
630-520-2467



SUNHILL PLAZA, LEMONT

RJ RYMEK COMPANY

16W475 SO. FRONTAGE ROAD
BURR RIDGE, IL
630-257-8888

PERSPECTIVE VIEW #2

LINDENGROUP
ARCHITECTS
10100 ORLAND PARKWAY
STE 110, ORLAND PARK, IL
708-799-4400

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET
LEMONT
630-520-2467

1106022068

Doc#: 1106022068 Fee: $88.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/01/2011 02:04 PM Pg: 1 of 27

ORDINANCE NO. O-11-11

AN ORDINANCE READOPTING AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(Preferred Development)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT

THIS 14th DAY OF FEBRUARY, 2011

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Lemont, Cook, DuPage, and Will Counties, Illinois this 14th day of February, 2011.

ORDINANCE NO. O-11-11

AN ORDINANCE READOPTING AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD & BELL ROAD IN LEMONT, IL

(Preferred Development)

WHEREAS, Lemont Retail, LLC (hereinafter referred to as the "Petitioner") is the owner of property covering approximately 8.7 acres located at the southwest corner of the intersection of McCarthy Road and Bell Road (PIN# 22-26-401-032-000) hereinafter referred to as "the subject property"; and

WHEREAS, the Petitioner is ready, willing, and able to enter into said agreement and perform the obligations as required therein; and

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said agreement have been fully complied with; and

WHEREAS, the President and Board of Trustees adopted ordinance O-73-10, authorizing the execution of the requested annexation agreement on October 25th, 2010; and

WHERAS, ordinance O-73-10 contains an inaccurate legal description of the subject property.

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

Section 1. That ordinance O-73-10, adopted by the Village of Lemont on October 25th, 2010 is hereby rescinded in its entirety.

Section2. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "Preferred Development Annexation Agreement," a copy of which is attached hereto and made a part hereof.

Section 3. That this ordinance shall be in force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 14th DAY OF FEBRUARY, 2011.

	AYES	NAYS	ABSENT	ABSTAIN
Debby Blatzer	✓			
Paul Chialdikas	✓			
Clifford Miklos	✓			
Ron Stapleton	✓			
Rick Sniegowski	✓			
Jeanette Virgilio	✓			

Approved by me this 14th day of February, 2011

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PREFERRED DEVELOPMENT ANNEXATION AGREEMENT

ARTICLE	TITLE
I	Definitions
II	Annexation
III	Zoning and Land Use Restrictions ▪ Zoning and Development Plans ▪ Zoning Guarantee ▪ Other Standards
IV	Required Improvements ▪ Water Supply ▪ Sanitary and Storm Sewers ▪ Detention Areas ▪ Other Improvements ▪ Utility Extensions
V	Dedication and Construction of Streets ▪ Dedication and Acceptance of Streets ▪ Debris
VI	Construction of Other Improvements
VII	Maintenance of Public Improvements & Common Areas ▪ Owners Guarantee ▪ Maintenance Bond
VIII	Damage to Public Improvements
IX	Easements and Utilities
X	Approval of Plans
XI	Binding Effect and Term and Covenants Running with the Land
XII	Notices
XIII	Security Interests
XIV	Warranties and Representations
XV	Continuity of Obligations

XVI	No Waiver or Relinquishment of Right to Enforce Agreement
XVII	Village Approval or Direction
XVIII	Singular and Plural
XIX	Section Headings and Subheadings
XX	Recording
XXI	Authorization to Execute
XXII	Amendment
XXIII	Counterparts
XXIV	Curing Default
XXV	Conflicts between the Text and Exhibits
XXVI	Severability
XXVII	Reimbursement to Village for Legal and Other Fees / Expenses ▪ To Effective Date of Agreement ▪ From and After Effective Date of Agreement
XXVIII	Execution of Agreement

EXHIBIT	**TITLE**
A	Legal Description
B	Plat of Annexation, prepared by Area Survey Company, P.C. and dated 1-26-11
C	Bell Road Sanitary Sewer and Water Main Extension Plans

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, is made and entered into this 14th day of February, 2011, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as "the VILLAGE") and Lemont Retail, LLC (hereinafter referred to as "OWNER/DEVELOPER"). The Village and OWNER/DEVELOPER are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties"; and,

WHEREAS, OWNER/DEVELOPER is the owner of record of the real estate (hereinafter referred to as the "TERRITORY "), the legal description of which is attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the OWNER/DEVELOPER filed a Petition for Annexation of the TERRITORY to the VILLAGE (hereinafter, the "Petition") that requested annexation of the TERRITORY subject to execution of an annexation agreement acceptable to the OWNER/DEVELOPER and the VILLAGE; and,

WHEREAS, the TERRITORY has not been annexed to any municipality; and,

WHEREAS, the TERRITORY constitutes an area that is contiguous to and may be annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et. seq.; and,

WHEREAS, the OWNER/DEVELOPER and VILLAGE agree that they will be bound by the terms of this Annexation Agreement; and,

WHEREAS, the VILLAGE would extend its zoning, building, health and other municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE from possible undesirable or inharmonious use and development of unincorporated areas surrounding the VILLAGE; and,

WHEREAS, the new boundaries of the VILLAGE, resulting from this Annexation shall extend to the far side of every highway and shall include all of every highway not already annexed; and,

WHEREAS, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the TERRITORY and various other matters; and,

WHEREAS, pursuant to the provisions of the Statute, the corporate authority of the VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has given notice of said hearing; and,

WHEREAS, the corporate authority of the VILLAGE has considered the Annexation of the TERRITORY described in the Petition and has determined that the best interest of the VILLAGE will be met if the TERRITORY is annexed to the VILLAGE and developed in accordance with the provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties agree as follows:

I

DEFINITIONS

BUILDING CODE The code or codes governing the erection and maintenance of buildings.

COMMON AREA A parcel of land or an area of water, or combination thereof, and any improvements thereon, within a designated development tract (such as a subdivision) which is designed for common use or benefit and not reserved for the exclusive use or benefit of an individual tenant or owner. Examples of common areas include, but are not limited to: green open spaces, parking lots, and pedestrian walkways.

FINAL ENGINEERING PLAN A plan, signed and sealed by a licensed professional engineer registered in the state of Illinois that meets the requirements for a final engineering plan in the Unified Development Ordinance. A final engineering plan depicts all public and private support facilities including, but not limited to: roads, sidewalks, drainage ditches, culverts and water retention areas, sanitary sewers, storm sewers, water supply lines, and illumination.

FINAL LANDSCAPING PLAN A plan, signed and sealed by a registered landscape architect that meets the requirements for a final landscape plan in the Unified Development Ordinance.

FINAL PLAT A plat of all or a portion of a subdivision or site plan that is presented to the Village for final approval.

PLAT A document, prepared by a registered surveyor or engineer that delineates a tract of land, showing the boundaries and locations of individual properties and streets.

PLAT OF ANNEXATION A plat that depicts the property to be annexed.

PROPERTY A lot, parcel, tract or plot of land together with the buildings and structures thereon.

PUBLIC IMPROVEMENT Any improvement, facility, or service together with its associated public site or right-of-way necessary to provide transportation, drainage, public or private utilities, energy, or other essential services, or parking and landscaping as specified on the final approved engineering plans for the TERRITORY.

UNIFIED DEVELOPMENT ORDINANCE Ordinance O-7-08, as amended.

II

ANNEXATION

Subject to the provisions of Chapter 65, Article 5 Section 7 of the Illinois Municipal Code, the parties hereto respectively agree to do all things necessary or appropriate to cause the TERRITORY to be validly annexed to the VILLAGE as promptly as possible after execution of this agreement.

The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "B". Said Plat extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already annexed and includes all of every highway within the TERRITORY so annexed. Upon adoption of an ordinance annexing the TERRITORY to the VILLAGE, the Village Clerk shall cause a copy of said ordinance and said Plat to be duly recorded with the Cook County Recorder, and duly filed with the Cook County Clerk. The Village Clerk shall also send notice of annexation of the TERRITORY to the Cook County Elections Department and the U.S. Post Office branch serving the TERRITORY by certified or registered mail.

III

ZONING AND LAND USE RESTRICTIONS

Zoning & Development Plans. Upon the Annexation of the TERRITORY to the VILLAGE, the parcel(s) shown on the Plat of Annexation attached as Exhibit "B" shall be classified under the existing zoning ordinance, as amended, as B-3 Arterial Commercial District. Prior to the date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to grant said zoning classification as to the TERRITORY have been conducted upon proper notice, and no further action need be taken by the OWNER/DEVELOPER to cause the TERRITORY to be rezoned as B-3 once the TERRITORY is annexed to the VILLAGE.

Upon the Annexation of the TERRITORY to the VILLAGE, the VILLAGE shall adopt an ordinance granting a special use for two drive-throughs on the TERRITORY. Prior to the date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to grant said special use have been conducted upon proper notice, and no further action need be taken by the OWNER/DEVELOPER to cause the TERRITORY to be granted said special use.

At such time as the TERRITORY is developed, any commercial development shall be subject to the transition yard requirements of the Lemont Unified Development Ordinance.

Zoning Guarantee. The VILLAGE agrees that it will not seek to change the zoning of the TERRITORY without the OWNER/DEVELOPER's consent for a period of ten (10) years.

Other Standards. The Village agrees that the above standards shall govern with respect to the development of the TERRITORY in any case in which the standards of the Unified Development Ordinance now or hereafter shall conflict with the standards listed above. The Village agrees that the above standards shall govern with respect to development of the TERRITORY in any case in which there no applicable standards are provided in the Unified Development Ordinance. In any case in which the Unified Development Ordinance contains applicable standards that do not conflict with the above standards, the standards of the Unified Development Ordinance shall govern with respect to the development of the TERRITORY.

It is understood and agreed, except as otherwise provided for herein, the Unified Development Ordinance, Building Code and all other ordinances including all fees and charges of the VILLAGE, shall not be frozen during the term of this Agreement, and such ordinances, as the same may from time to time be amended and enforced throughout the VILLAGE, shall apply to the TERRITORY. In the case of a comprehensive amendment to the VILLAGE'S Zoning Ordinance, the TERRITORY shall be designated the zoning district most comparable to the B-3 zoning district.

IV
REQUIRED IMPROVEMENTS

Water Supply. Except as otherwise stated in this Article, the OWNER/DEVELOPER shall construct and install at their expense all necessary water mains to service the TERRITORY. All water mains shall be constructed and installed in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned water mains to the water facilities of the VILLAGE and to furnish water service on the same basis as said services are furnished to other parts of the VILLAGE.

Sanitary and Storm Sewers. Except as otherwise stated in this article, the OWNER/DEVELOPER shall construct and install at their expense all necessary sanitary and storm sewers to service the TERRITORY in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the VILLAGE and to furnish sewer service on the same basis as said services are furnished to other parts of the VILLAGE. OWNER/DEVELOPER agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provisions that this will not occur. Tap-on fees required by the Village shall not be waived. All sanitary and storm sewers on the TERRITORY shall be owned and maintained by the OWNER/DEVELOPER, with right of access by the Village for emergency management purposes.

Detention Areas. Unless otherwise approved as part of this agreement, the OWNER/DEVELOPER agrees to construct and install at their expense detention basin(s) and appurtenant structures such as drains, inlets, and outlets in accordance with the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE. The stormwater detention basin(s) and appurtenant structures is/are to be conveyed to and owned by OWNER/DEVELOPER or OWNER'S ASSOCIATION as applicable.

Other Improvements. Unless otherwise approved as part of this agreement, the OWNER/DEVELOPER agrees to construct and install at their expense all other improvements in accordance with the requirements of the Unified Development Ordinance of the VILLAGE and final engineering plans approved by the VILLAGE.

Utility Extensions. The VILLAGE shall cause the extension of water and sewer facilities to service the TERRITORY with the OWNER/DEVELOPER participating in the funding of such extensions as provided herein:

1. The VILLAGE has prepared the preliminary engineering documents entitled the Bell Road Sanitary Sewer and Water Main Extension plans (hereinafter referred to as the "S&W Plans", attached hereto and incorporated herein as Exhibit "C") which will result in the construction of sanitary sewers and water mains which will be able to serve the projected use of the TERRITORY along with other properties (hereinafter referred to as the "S&W Utilities"). On or before May 1, 2013, the VILLAGE shall commence construction of the S&W Utilities in accordance with the S&W Plans and shall thereafter diligently prosecute such work until completion. It is understood that timely commencement of such work shall be contingent upon securing all needed rights of way, including that controlled by the Cook County Forest Preserve. The OWNER/DEVELOPER shall, for $10.00 consideration, convey to the VILLAGE right of way from the TERRITORY which is determined to be necessary for the construction of the S&W Utilities.

2. It is understood that the current estimated cost for the S&W Utilities is $2,300,00.00, but that this amount may increase or decrease depending upon conditions at the time of contract letting. The OWNER/DEVELOPER agrees to pay the VILLAGE on or before commencement of construction of the S&W Utilities in an amount equal to 21.73913% (but not to exceed $500,000.00) of the S&W Utilities contract price as OWNER/DEVELOPER's share of such costs. Such limitation includes any required recapture. At the option of the OWNER/DEVELOPER, such commitment may be satisfied through the establishment, on or before commencement of construction of the S&W Utilities, of one or more special service areas (SSA) over the TERRITORY providing for payment of such amount, plus interest at the then statutory rate over a period of not more than 15 years.

V

DEDICATION AND CONSTRUCTION OF STREETS

Dedication and Acceptance of Streets. The OWNER/DEVELOPER shall design streets within the TERRITORY in compliance with the standards of the VILLAGE Unified Development Ordinance for local streets. Any interior streets within the TERRITORY when developed shall be owned and maintained by the OWNER/DEVELOPER. Said streets shall be constructed in accordance with the final engineering plans approved by the Village.

Any street right-of-way not already dedicated at the time of annexation shall be dedicated at the time of final plat, PUD final plan/plat, or other final engineering approval. The Village shall accept the dedication of said street right-of-way and approve or accept the construction of streets and sidewalks upon the completion by the OWNER/DEVELOPER of said improvements in accordance with the Village's construction standards and Unified Development Ordinance, as modified by the Agreement. Acceptance of public streets and sidewalks by the Village shall be evidenced by a corporate resolution. All private streets and walkways shall be approved by the Village Engineer and shall remain the property of the OWNER/DEVELOPER.

It is understood that in constructing the streets and sidewalks the OWNER/DEVELOPER shall post a letter of credit after which the OWNER/DEVELOPER may proceed to construct said streets. The final wearing surface shall not be installed until a period of nine (9) months after installation of the base or until construction traffic has generally ceased on any street, whichever is later. Upon installation of the base, the letter of credit may be reduced to an amount sufficient to cover the work yet to be performed (with applicable multiplier), plus the amount of the maintenance bond. Upon completion of all public improvements, and after acceptance by the Village Board, the letter of credit shall be released; however, the OWNER/DEVELOPER shall be responsible for correcting deficiencies in material and equipment for a period of two (2) years after acceptance to secure that obligation. The OWNER/DEVELOPER shall post for a period of two (2) years thereafter, a maintenance bond or other security to cover possible repairs to said streets. After completion of the construction and acceptance of any street, and if construction traffic of the OWNER/DEVELOPER continues to utilize that street, the OWNER/DEVELOPER shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by the OWNER/DEVELOPER's construction traffic. Except as otherwise provided herein, after dedication of any street right-of-way, the VILLAGE shall enforce traffic and other regulations as to the street right-of-way. Except as otherwise provided herein, after acceptance of the construction of any public street within the TERRITORY, the VILLAGE shall provide for street cleaning, snow removal, refuse collection, and other maintenance thereon. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the VILLLAGE.

Debris. The OWNER/DEVELOPER shall be required to keep all streets within and adjoining the TERRITORY free from mud and debris generated by any new construction activity on the TERRITORY.

VI

CONSTRUCTION OF OTHER IMPROVEMENTS

The construction and installation of the public improvements to be done by OWNER/DEVELOPER may be commenced at any time after the OWNER/DEVELOPER received a site development permit from the VILLAGE and has delivered to the VILLAGE an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the VILLAGE in the amount of 115% of the OWNER/DEVELOPER Engineer's estimate of the cost of construction and installation of all such public improvements as approved by the VILLAGE Engineer, including all required lighting, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities, . At no time shall the Letter of Credit funds be utilized by the OWNER/DEVELOPER for the future payment of contractors, materials, salaries and wages, and the like. The VILLAGE makes no guarantees regarding the timely reduction of said Letter of Credit and therefore should not be used for time-sensitive payment purposes; however, the VILLAGE agrees to release or reduce such Letter of Credit within a reasonable time period following OWNER/DEVELOPER's request. At the OWNER/DEVELOPER's request the VILLAGE shall specify any basis for delay in such release or reduction. The VILLAGE Engineer may, in his/her discretion, recommend the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed, upon approval of the VILLAGE Board.

After the execution of this agreement and prior to final plan approval for any phase of development, the OWNER/DEVELOPER, at its option and sole risk, may commence extension of utilities and mass grading. Prior to any grading of the Property, the OWNER/DEVELOPER shall submit for VILLAGE approval, a mass grading plan and soil erosion and sediment control plan that adhere to the provisions of Article IV (Site Development) of the Unified Development Ordinance. OWNER/DEVELOPER waives any and all claims it may have to assert a "vested rights" claim or lawsuits against the VILLAGE as a result of expenditures made in the performance of grading or other improvements to the Property allowed hereunder prior to final engineering approval in the event final engineering requires revision to work already performed. Any such work and expenditures are done at the risk of the OWNER/DEVELOPER knowing that final plan approval may be delayed or change final grading and utility plans. In conjunction with the VILLAGE'S approval of any mass grading, OWNER/DEVELOPER shall file with the VILLAGE a letter of credit to secure seeding and restoration of the site in accordance with the mass grading plan.

The OWNER/DEVELOPER, at the OWNER/DEVELOPER's own cost, agrees to provide the VILLAGE "as built", engineering plans and specifications upon substantial completion of the public improvements or at the request of the VILLAGE Engineer but in no event later than the time required by the Unified Development Ordinance as amended.

Any public improvements contemplated herein shall, upon acceptance thereof by the VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities

now in existence or hereinafter constructed and VILLAGE thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the VILLAGE Engineer or VILLAGE Engineer Consultant has issued his Certificate of Inspection affirming the improvements have been constructed in accordance with approved Engineering Plans and Specifications. OWNER/DEVELOPER agrees to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

The OWNER/DEVELOPER agrees not to let debris or excessive construction waste accumulate on the TERRITORY.

VII

MAINTENANCE OF PUBLIC IMPROVEMENTS & COMMON AREAS

Owners Guarantee. The OWNER/DEVELOPER hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the improvements that occur or become evident within two years after approval and any approval or acceptance of the improvements by the VILLAGE pursuant to this agreement. If any defect or deficiency occurs or becomes evident during the two year period, then the OWNER/DEVELOPER shall, after ten days' prior written notice from the VILLAGE (subject to Force Majeure), correct it or cause it to be corrected. In the event any improvement is repaired or replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this Section VII shall be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

If any public improvements or common areas within the TERRITORY are to be privately owned and maintained, then the OWNER/DEVELOPER shall, at its sole cost and expense, maintain the improvements and areas within the TERRITORY without any modification, except as specifically approved by the VILLAGE, in a first-rate condition at all times unless an owners' association is established and assumes responsibility for improvements or areas. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the OWNER/DEVELOPER is not adequately maintaining, or has not adequately maintained, any improvement or area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the OWNER/DEVELOPER, to enter on any or all of the TERRITORY for the purpose of performing maintenance work on any affected improvement or area. In the event that The VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall have the right to draw from the performance securities deposited pursuant to this Section of the agreement, or the right to demand immediate payment directly from the OWNER/DEVELOPER based on costs actually incurred or on the VILLAGE'S reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including without limitation legal fees and administrative expenses. The OWNER/DEVELOPER shall, after demand the VILLAGE, pay the required amount to the VILLAGE.

If an owners' association is established and assumes responsibility for any public improvements and/or common areas within the TERRITORY, the owners' association shall, at its sole cost and expense, maintain the improvements and areas without any modification, except as specifically approved by the VILLAGE, in a first-rate condition at all times. In the event the VILLAGE determines, in the VILLAGE'S sole and absolute discretion, that the owners' association is not adequately maintaining, or has not adequately maintained, any improvement or area to the standard set by generally applicable VILLAGE ordinances, the VILLAGE shall have the right, but not the obligation, after ten days' prior written notice to the owners' association, to enter on any or all of the TERRITORY for the purpose of performing maintenance work on any affected improvement or area. In the event that the VILLAGE shall cause to be performed any work pursuant to this Section VII the VILLAGE shall have the right (i) to assess the membership of the owners' association for that work, (ii) to file a lien against the property of the owners' association or the property of any member failing to pay the assessment, and (iii) to enforce the lien in the manner provided by law for mortgage foreclosure proceedings.

Maintenance Bond. At the time or times of approval or acceptance by the VILLAGE of the installation of any part, component, or all of any public improvement in accordance with this Section, or any other section of the Agreement, the OWNER/DEVELOPER shall deposit with the VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the installation of the public improvement accepted by VILLAGE. This bond shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months after completion and acceptance of all improvements. In the event of a defect in material and/or workmanship within said period, then said security shall not be returned until correction of said defect and acceptance by the VILLAGE of said corrections.

VIII

DAMAGE TO PUBLIC IMPROVEMENTS

The OWNER/DEVELOPER shall replace and repair any damage to public improvements installed within, under or upon the subject realty resulting from construction activities by OWNER/DEVELOPER, their successors or assigns and their employees, agents, contractors or subcontractors during the term of this Agreement. The OWNER/DEVELOPER shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

IX
EASEMENTS AND UTILITIES

The OWNER/DEVELOPER agrees to grant to the VILLAGE, and/or obtain grants to the VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, subject to the provisions of the Unified

Development Ordinance which may serve not only the TERRITORY, but other TERRITORY in the general area, if requested by the VILLAGE in the future.

All such easements to be granted shall name the VILLAGE and/or other appropriate entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the OWNER/DEVELOPER to obtain all easements, both on site and off site, necessary to serve the TERRITORY.

The OWNER/DEVELOPER shall provide evidence of easement or right of way necessary for the utility extension to the TERRITORY prior to PUD final plan/plat approval. The OWNER/DEVELOPER shall submit a title commitment from Chicago Title Insurance Company, or any other licensed title company, naming the VILLAGE as party to insured to guarantee an easement for public utilities from the existing point of connection to the TERRITORY.

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

X

APPROVAL OF PLANS

The VILLAGE agrees to expeditiously take action to approve or disapprove all plats, plans, and engineering submitted to VILLAGE by the OWNER/DEVELOPER. If the VILLAGE shall determine that any such submission is not in substantial accordance with this Agreement and applicable ordinances, the VILLAGE shall promptly notify the OWNER/DEVELOPER in writing of the specific objection to any such submission so that the OWNER/DEVELOPER can make any required corrections or revisions.

XI

BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND

This Agreement shall be binding upon and insure to the benefit of the parties hereto, successor OWNERS of record of the TERRITORY, assignees, lessees, and upon any successor municipal authorities of said VILLAGE and successor municipalities, for a period of 20 years from the date of execution hereof.

The terms and conditions of this Agreement relative to the payment of monies to the various VILLAGE recapture funds, contributions to the VILLAGE construction and/or dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-

of-way to the VILLAGE and the development standards established herein shall constitute covenants which shall run with the land.

It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

XII

NOTICES

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Postal Service certified mail, postage prepaid and return receipt requested, as follows:

For the VILLAGE:

Village President
418 Main Street
Lemont, IL 60439

and

Village Clerk
418 Main Street
Lemont, IL 60439

and

Village Administrator
418 Main Street
Lemont, IL 60439

For OWNER/DEVELOPER:

Lemont Retail, LLC
141W. Jackson, 35th floor
Chicago, IL 60604

cc: Matthew Klein
322 W Burlington
La Grange, IL 60526

Or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

XIII

SECURTY INTERESTS

The OWNER/DEVELOPER shall provide the VILLAGE with written approval(s) satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest, affecting title to the TERRITORY or any part thereof so that this agreement shall be superior to any such mortgage, lien, or other security interest and the OWNER/DEVELOPER shall provide same to the VILLAGE prior to execution and recording of this agreement; and

If there are no mortgages, liens, or other security interests affecting title to the TERRITORY or any part thereof, then the OWNER/DEVELOPER shall affirmatively state so in said Petition(s) for Annexation.

XIV

WARRANTIES AND REPRESENTATIONS

The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:

That Lemont Retail, LLC identified on page 1 hereof is the OWNER/DEVELOPER as legal title holder; and

That the OWNER/DEVELOPER proposes to develop the TERRITORY in the manner contemplated under this Agreement; and

That other than the OWNER/DEVELOPER, no other entity or person has any interest in the TERRITORY or it development as herein proposed; and

That the OWNER/DEVELOPER has provided the legal description of the TERRITORY set forth in this Agreement and the attached exhibits and that said legal description and exhibits are accurate and correct.

XV

CONTINUITY OF OBLIGATIONS

Notwithstanding any provisions of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the TERRITORY by the OWNER/DEVELOPER, the OWNER/DEVELOPER shall at all times during the term of this Agreement remain liable to VILLAGE for the faithful performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until

VILLAGE, at its sole option, has otherwise released OWNER/DEVELOPER and from any or all of such obligations.

XVI

NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

XVII

VILLAGE APPROVAL OR DIRECTION

Where VILLAGE approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.

XVIII

SINGULAR AND PLURAL

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

XIX

SECTION HEADINGS AND SUBHEADINGS

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

XX

RECORDING

A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER/DEVELOPER within 30 days after the execution hereof.

XXI

AUTHORIZATION TO EXECUTE

The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the VILLAGE Board of the VILLAGE to execute this Agreement. The OWNER/DEVELOPER and VILLAGE shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

XXII

AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

XXIII

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

XXIV

CURING DEFAULT

It is understood by the parties hereto that time is of the essence of this Agreement. The parties to this Agreement reserve a right to cure any default hereunder within fifteen (15) days from written notice of such default.

XXV

CONFLICT BETWEEN THE TEXT AND EXHIBITS

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

XXVI

SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such court shall determine that the VILLAGE does not have the power to perform any such provisions, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE from performance under such invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE from performance under such invalid provision of this Agreement.

XXVII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

To Effective Date of Agreement. The OWNER/DEVELOPER, concurrently with annexation and zoning of the TERRITORY or so much thereof as required, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:

all attorney's fees incurred by the VILLAGE; and

Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expenses; and

From and After Effective Date of Agreement. Except as provided in the paragraph immediately following this paragraph, upon demand by VILLAGE made by and through its President, the OWNER/DEVELOPER from time to time shall promptly reimburse VILLAGE, for all enumerated reasonable expenses and costs incurred by VILLAGE in the administration of the Agreement, including and limited to engineering fees, cost of any easements, attorney's fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by the VILLAGE in the administration of the Agreement shall be evidence to the OWNER/DEVELOPER upon its request, by a sworn statement of the VILLAGE; and such costs and expenses may be further confirmed by the OWNER/DEVELOPER at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the OWNER/DEVELOPER.

Notwithstanding the immediately preceding paragraph, OWNER/DEVELOPER shall in no event be required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the OWNER/DEVELOPER and/or the VILLAGE, which relate to the validity or any terms of this Agreement, then, in that event, the OWNER/DEVELOPER, upon written notice from VILLAGE, shall assume, fully and vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating thereto, provided, however:

The OWNER/DEVELOPER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE, which approval shall not be unreasonable withheld; and

If the Village, in its sole discretion, determines there is or may probably be, a conflict of interest between the VILLAGE and the OWNER/DEVELOPER, on an issue of importance to the VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event the VILLAGE exercises such option, then the OWNER/DEVELOPER shall reimburse the VILLAGE from time to time on written demand from the President of the VILLAGE and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in connection therewith. The obligation of the OWNER/DEVELOPER to reimburse the VILLAGE under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of the VILLAGE and not the OWNER/DEVELOPER.

In the event the VILLAGE institutes legal proceedings against the OWNER/DEVELOPER for violation of this Agreement, and secured a judgment in its favor, or by settlement, the OWNER/DEVELOPER shall pay all expenses of such legal proceedings incurred by the VILLAGE, including but not limited to, the court costs and reasonable attorney's fees, etc., incurred by the VILLAGE in connection therewith.

XXIX

EXECUTION OF AGREEMENT

This Agreement shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER/DEVELOPER:

Lemont Retail Properties LLC

By: Evan Olff
(name)

for member/manager
(title)

NOTARY CERTIFICATES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14 day of February 2011

Rosemay Yates
Notary Public

OFFICIAL SEAL
ROSEMAY YATES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-13-2012

My commission expires on _____, 20____.

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Erin Olitt, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of February, 2011

My commission expires on _____, 20____.

Margaret Schar
Notary Public

OFFICIAL SEAL
MARGARET SCHAR
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/11

Exhibit A

Legal Description

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.0 FEET THEREOF) FO THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SUNHILL UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHEAST QUARTER OF SECTION 26, RECORDED APRIL 21, 1988, AS DOCUMENT NUMBER 88165563, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 202.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 47°43'35" TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 74.33 FEET; THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 265 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 531.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 710.86 FEET TO THE NORTH LINE OF SUNHILL UNIT 1 SUBDIVISION (EXTENDED EASTERLY), BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 26, RECORDED APRIL 9, 1981, AS DOCUMENT NUMBER 25833414; THENCE WEST ALONG THE NORTH LINE OF SAID SUNHILL UNIT 1 SUBDIVISION (AS EXTENDED) A DISTANCE OF 500 FEET TO AN EASTERLY CORNER OF LOT 17 IN THE AFOREMENTIONED SUNHILL UNIT 2 SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 17 A DISTANCE OF 112.19 FEET TOT AN EASTERLY CORNER OF SAID LOT 17; THENCE NORTH ALONG THE EAST LINE OF SAID SUNHILL UNIT 2 SUBDIVISION A DISTANCE OF 295.75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Exhibit B

Area Survey Company, P.C.
15015 S. Crystal Creek Drive, Suite N
Homer Glen, Illinois 60491

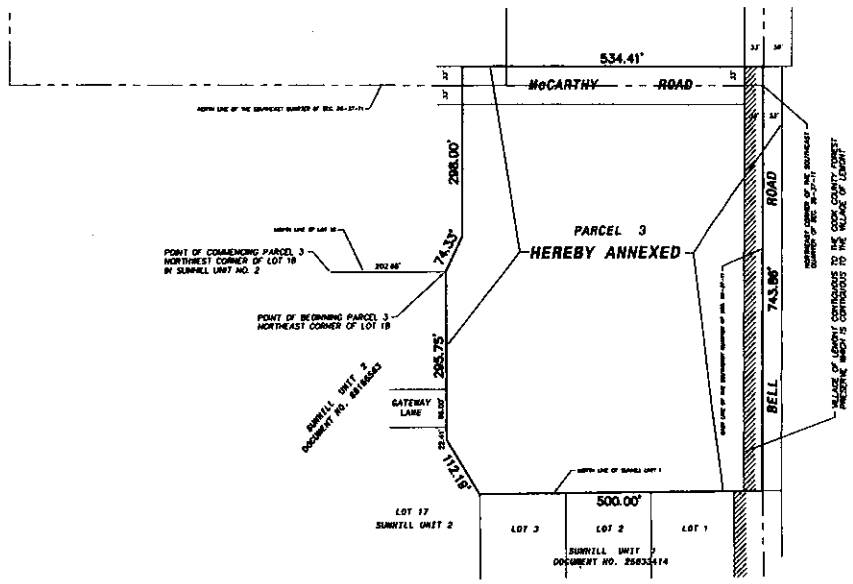
Phone: (708) 349-7364
Fax: (708) 349-7372
E-mail: areasurvey@gmail.com

PLAT OF ANNEXATION
TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2580.0 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18 IN SUNHILL UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHEAST QUARTER OF SECTION 26, RECORDED APRIL 21, 1988, AS DOCUMENT NUMBER 88166863; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, BEING A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 202.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 41°43'36" TO THE LEFT, AS MEASURED FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 74.33 FEET; THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 298.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 534.41 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 710.88 FEET TO THE NORTH LINE OF SUNHILL UNIT 1 SUBDIVISION (EXTENDED EASTERLY), BEING A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 26, RECORDED APRIL 9, 1981, AS DOCUMENT NUMBER 25853414; THENCE WEST ALONG THE NORTH LINE OF SAID SUNHILL UNIT 1 SUBDIVISION (AS EXTENDED) A DISTANCE OF 500 FEET TO AN EASTERLY CORNER OF LOT 17 IN THE AFOREMENTIONED SUNHILL UNIT 2 SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 17 A DISTANCE OF 112.18 FEET TO AN EASTERLY CORNER OF SAID LOT 17; THENCE NORTH ALONG THE EAST LINE OF SAID SUNHILL UNIT 2 SUBDIVISION A DISTANCE OF 295.75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PER ILLINOIS STATUTE 65 ILCS 5/7-1-1, THE NEW BOUNDARY SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



N

P.I.N. 22-26-401-032-0000

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

WE _____ DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE AND THAT AS SUCH OWNERS WE HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

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

BY: _____

BY: _____

BY: _____

BY: _____

ATTEST: _____

STATE OF ILLINOIS)
S.S.
COUNTY OF ____)

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

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

BY: _____
NOTARY PUBLIC

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

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D., 20___.

VILLAGE OF LEMONT

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

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

THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF LEMONT, ILLINOIS, BY ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____, 20___.

VILLAGE OF LEMONT

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

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

I, _____ COUNTY CLERK OF SAID COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D., 20___.

BY: _____
COUNTY CLERK

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

THIS INSTRUMENT _____ WAS FILED FOR RECORDING IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20___, AT _____ O'CLOCK __.M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

_____
COOK COUNTY RECORDER OF DEEDS

State of Illinois)
S.S.
County of Will)

I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF LEMONT.

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

Prepared By Area Survey Company, P.C.

Signed on this 26TH day of JANUARY, 2011

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2205
(License Expiration Date: November 30, 2012)
Illinois Professional Design Firm No. 184-001818

STATE OF ILLINOIS
PROFESSIONAL
LAND SURVEYOR
035-002205
THOMAS J. CESAL

Copies of this Annexation Plat are not valid without the Embossed Seal of the Professional Land Surveyor.

PROPERTY ADDRESS:
The Southwest Corner and also the Northwest Corner of McCarthy Road & Bell Road
Lemont, Illinois

Scale: 1" = 100' Order Number: 8453
Ordered By: NOVOTNY & ASSOCIATES

Project No. 8453 - Annexation

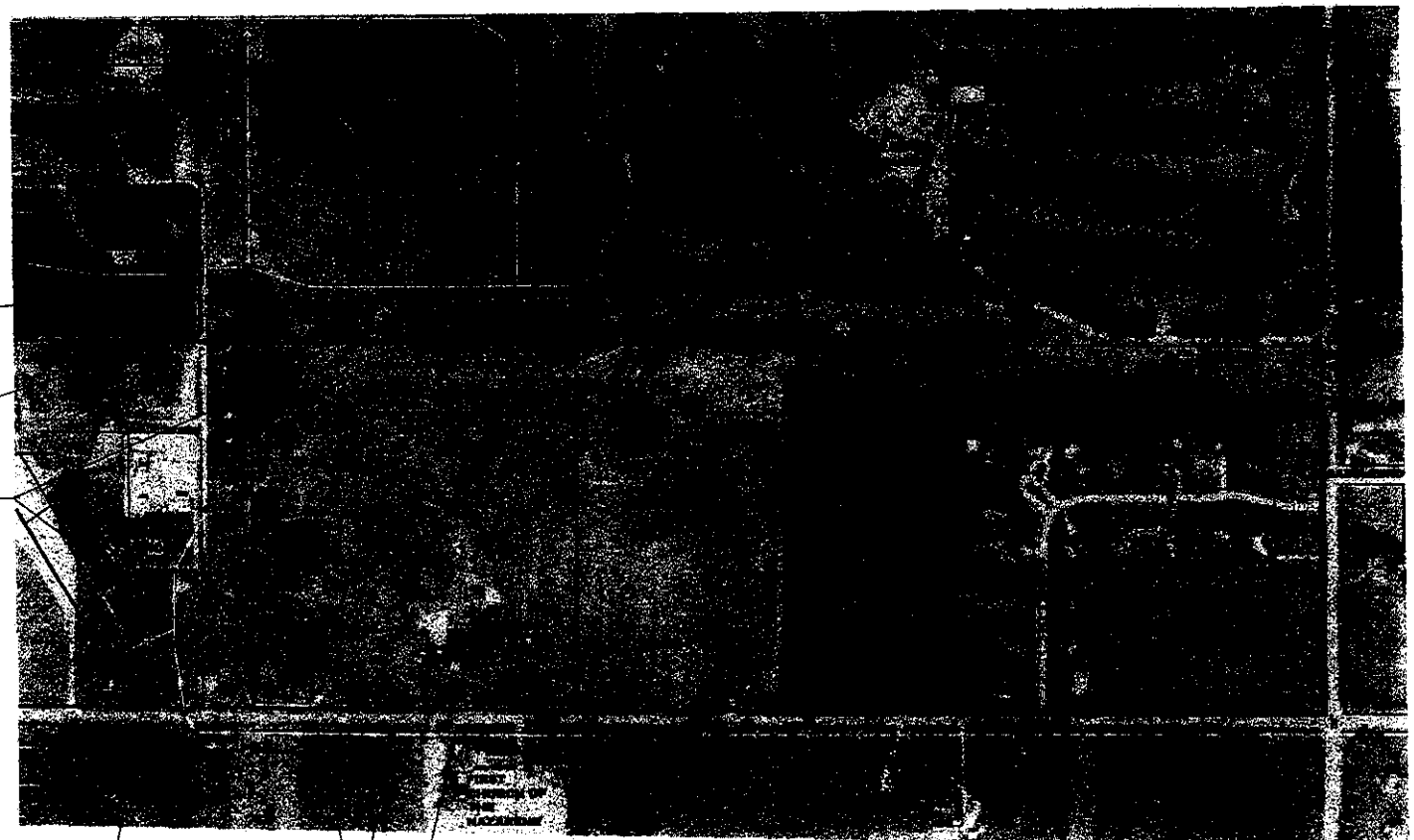


Exhibit C

Frank Novotny & Associates, Inc.
Civil Engineers / Municipal Consultants
825 Midway Drive ◆ Willowbrook, IL ◆ 60527 ◆ Telephone: (630) 887-3640 ◆ Fax: (630) 887-0137
Illinois Professional Design Firm No. 184-000928

PROJECT
VILLAGE OF LEMONT, ILLINOIS
BELL ROAD SANITARY SEWER & WATER MAIN EXTENSION

REVISIONS			
NO.	BY	DATE	DESCRIPTION
1	JLC	9-28-09	REVISED LIFT STATION LOCATION

SCHEMATIC UTILITY PLAN

PROJECT NO. 07428	SCALE 1"=200'
DRAWN/DESIGNED JEP/JLC	DATE DEC., 2007
CHECKED/APPROVED JLC	FIELD BOOK NO. FILE

SHEET 1 OF 1 SHEETS

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator.
SUBJECT:	An Ordinance Authorizing the Execution of an Amendment to an Annexation Agreement for an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road and Bell Road in Lemont, IL
DATE:	October 23, 2023

SUMMARY/BACKGROUND
The proposed Sun Hill Plaza multi-building commercial development, represented by R/J Rymeck Co., applied for a preliminary planned unit development (PUD), which was heard by the Planning and Zoning Commission (PZC) at their regular meeting on September 6, 2023, after initially being tabled at the June 14, 2023 meeting.

Following the Committee of the Whole (COW), staff has recommended amending the annexation agreement for the southwest corner of McCarthy and Bell Roads in lieu of preliminary PUD approval. The annexation agreement, first approved in 2011, would be amended to include the concepts for the 8.7 acre site that were seen at the PZC and COW.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the Ordinance.

BOARD ACTION REQUESTED
Motion to Approve the Ordinance.

ATTACHMENTS
An Ordinance Authorizing the Execution of an Amendment to an Annexation Agreement for an Approximately 8.7 Acre Parcel at the Southwest Corner of the Intersection of McCarthy Road and Bell Road in Lemont, IL
FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR 8.7-ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-23

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MCCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

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

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 10-23-2023

ORDINANCE NO. O-_____-23

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 8.7 ACRE PARCEL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MCCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS

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

WHEREAS, the President and Board of Trustees of the Village of Lemont (the "*Corporate Authorities*") may from time to time amend the text of the Village Code when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, on February 14, 2011 the Village adopted Ordinance O-11-11 approving an annexation agreement providing for the annexation of the territory ("Territory") described in the said annexation agreement; and

WHEREAS, Andy Tsamis represented by Richard Rymek from R/J Remek Company ("Tsamis") is in the process of acquiring the Territory; and

WHEREAS, as a condition of acquiring the Territory Tsamis has requested the Village to enter into a first amendment to the annexation agreement; and

WHEREAS, the President and Board of Trustees have determined that the requested amendment will promote the economic vitality of the Village and thereby serve the public interest.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

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

SECTION 2: The first amendment to the annexation agreement attached hereto as Exhibit A is hereby approved subject to such amendments as may be approved by the Village Administrator.

SECTION 3: The Village President and Village Clerk are authorized to execute the first amendment on behalf of the Village

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

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

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

(Intentionally Left Blank)

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23RD DAY OF OCTOBER 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR 8.7-ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF McCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS

THIS FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR 8.7-ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MCCARTHY ROAD AND BELL ROAD IN LEMONT, ILLINOIS (Preferred Development) ("FIRST AMENDMENT"), is made and entered into this ___ day of _____, 2023, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as (the "VILLAGE"), and Andy Tsamis, represented by Richard Rymek from R/J Rymek Co. (hereinafter referred to as "OWNER/DEVELOPER"). The VILLAGE and OWNER/DEVELOPER are hereinafter sometimes referred to individually as a "PARTY" and collectively as the "PARTIES;" and

WHEREAS, OWNER/DEVELOPER is the owner of the real estate (hereinafter referred to as the "TERRITORY"), the legal description of which is attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, the TERRITORY was previously annexed and identified as the TERRITORY pursuant to a certain Annexation Agreement dated February 14, 2011 for former owner "Preferred Development", as Ordinance No. 0-11-11 recorded in Cook County on March 1, 2011, as Document No. 1106022068 (hereinafter referred to as (the "AGREEMENT"); and

WHEREAS, the VILLAGE AND OWNER/DEVELOPER are desirous of amending said AGREEMENT to include 'Conceptual Plan' documents as provided for herein; and

WHEREAS, a public hearing was held at the Planning & Zoning Commission meeting on September 6, 2023 to discuss the preliminary 'Conceptual Plan' documents, at the time proposed as a Preliminary Planned Unit Development, and a subsequent public meeting was held at the Committee of the Whole meeting comprised of the Mayor and Village Trustees on September 18, 2023; and

WHEREAS, the Planning & Zoning Commission voted (5-0) with conditions unable to be met at this time, to recommend approval of the preliminary plans and the Mayor and Village Trustees are receptive to providing a type of 'Conceptual Plan' approval solidifying direction for the OWNER/DEVELOPER; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code (65ILCS 5/1) et.seq.), the corporate authorities of the VILLAGE have taken all steps legally required, including, but not necessarily limited to, providing notice and a public hearing for the proposed AMENDMENT to the AGREEMENT;

WHEREAS, the VILLAGE acknowledges the complex and costly development review process for the OWNER/DEVELOPER to achieve the desired development in 'Conceptual Plan' documents prior to obtaining purchasers and lessees; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties agree as follows:

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

SECTION 2: Amendments. The AGREEMENT is hereby amended as follows:

1. Article I, "Definitions": For purposes of this AMENDMENT "Conceptual Plan" means document(s) submitted to the VILLAGE demonstrating the OWNER/DEVELOPER'S proposed development of the TERRITORY.

2. Article III, "Zoning And Land Use Restrictions": The following paragraphs and documents shall be added to include the following language addressing the Parties desired "Conceptual Plan" for the TERRITORY

- Preliminary Concept Plan by Advantage Consulting Engineers dated ___ , attached hereto as Exhibit B demonstrating conceptual building placement, drive aisles, lot lines, stormwater areas and amenities; and

- Conceptual Perspective Renderings by Linden Group Architects dated ___, attached hereto as Exhibit C.

The 'Conceptual Plan' documents included in this AMENDMENT do not constitute approval from the Village of Lemont or any other entity, but rather an endorsement of desirable commercial development form that shall proceed with entitlement adhering to the Village's Unified Development Ordinance (UDO) and all other codes and ordinances within the Village and appropriate jurisdictions, including but not limited to Cook County Department of Transportation (CCDOT), Metropolitan Water Reclamation Department (MWRD) and Illinois Department of Transportation (IDOT).

Except as otherwise provided for in the AGREEMENT, this AMENDMENT and as conceptually depicted on the documents attached hereto as Exhibit B and Exhibit C, the TERRITORY shall be developed pursuant to the terms and provisions of the Unified Development Ordinance, Building Code, and all applicable statues, ordinances, rules, regulations, and laws of the VILLAGE shall remain applicable and in full force and effect during the term of this AGREEMENT.

3. Article XII, "Notices", shall be amended as follows:

For the OWNER/DEVELOPER:
Andy Tsamis
11958 Ginger Creek Lane
Mokena, Illinois 60448
With a copy to:

R/J Rymek Co.
16W475 Frontage Road
Burr Ridge, Illinois 60527

4. Article XXII, "Warranties and Representations", shall be replaced in its entirety with the following text:

The OWNER/DEVELOPER represents and warrants to the VILLAGE as follows:

That the OWNER/DEVELOPER identified on Page 1 hereof is the owner of the TERRITORY as legal title holder; and

That the OWNER/DEVELOPER proposes to develop the TERRITORY in a manner contemplated under this AGREEMENT and AMENDMENT; and

That other than the OWNER/DEVELOPER, no other entity or person has any interest in the TERRITORY or its development as herein proposed; and

That the OWNER/DEVELOPER has provided the legal description of the TERRITORY set forth in this AGREEMENT and the attached exhibits and that said legal description and exhibits are accurate and correct.

This AMENDMENT shall run with the land and, as such, shall be binding upon subsequent owners of the TERRITORY.

5. Unless amended by the terms of this AMENDMENT, the terms, conditions and agreements set forth in the AGREEMENT shall continue in full force and effect. If any pertinent existing resolutions or ordinances, or interpretations thereof, of the VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this AMENDMENT and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the TERRITORY.

IN WITNESS WHEREOF, the Parties have caused this FIRST AMENDMENT to be executed on the day and year first above written.

VILLAGE OF LEMONT,
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER/DEVELOPER:
ANDY TSAMIS

By:_____

Its:_____

NOTARY CERTIFICATES

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Village of Lemont, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

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

My commission expires on_____, 20____.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF_____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ , personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on_____, 20____.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF_____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ , personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on_____, 20____.

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

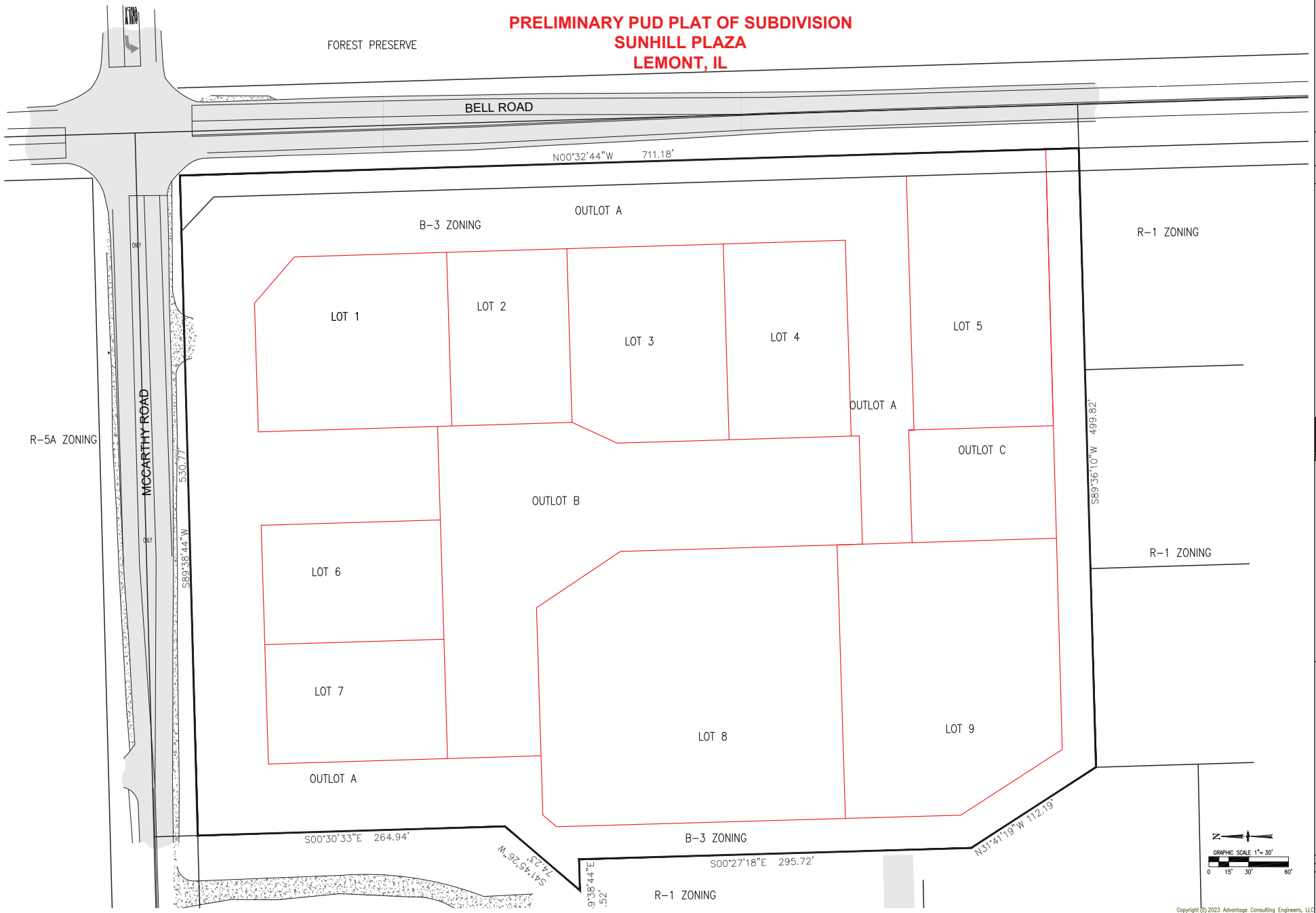
A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.00 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 796.00 FEET EAST OF THE WEST LINE OF THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 26; THENCE SOUTH ALONG A LINE THAT IS PARALLEL* WITH THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 AND 746.00 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF* SAID SECTION 26; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF* THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 276.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTHEAST TO THE NORTHWEST CORNER OF SUNHILL SUBDIVISION UNIT #1 AS RECORDED APRIL 8, 1981, AS DOCUMENT NO. 25833414 IN COOK COUNTY, ILLINOIS. THENCE EAST ALONG THE NORTH LINE OF SUNHILL SUBDIVISION UNIT #1, A DISTANCE OF 500.00 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26. A DISTANCE OF 710.86 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 26, A DISTANCE OF 531.41 FEET TO THE PLACE OF BEGINNING.

PIN: 22-26-401-032

COMMONLY KNOWN AS: 12300 South Bell Road, Lemont, Illinois 60439

EXHIBIT B
CONCEPTUAL SITE PLAN

PRELIMINARY PUD PLAT OF SUBDIVISION
SUNHILL PLAZA
LEMONT, IL



NO.	DATE	REMARKS

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439
630-257-2467
www.acemg.us

EXHIBIT
PRELIMINARY PLAT OF SUBDIVISION
SUNHILL PLAZA
123RD STREET & BELL ROAD
LEMONT, IL

R/J RYMEK CO.
16 W 475 FRONTAGE ROAD
BURR RIDGE, IL

MARCH 20, 2023
JOB: 21-065

SHEET:
POS
1 OF 1

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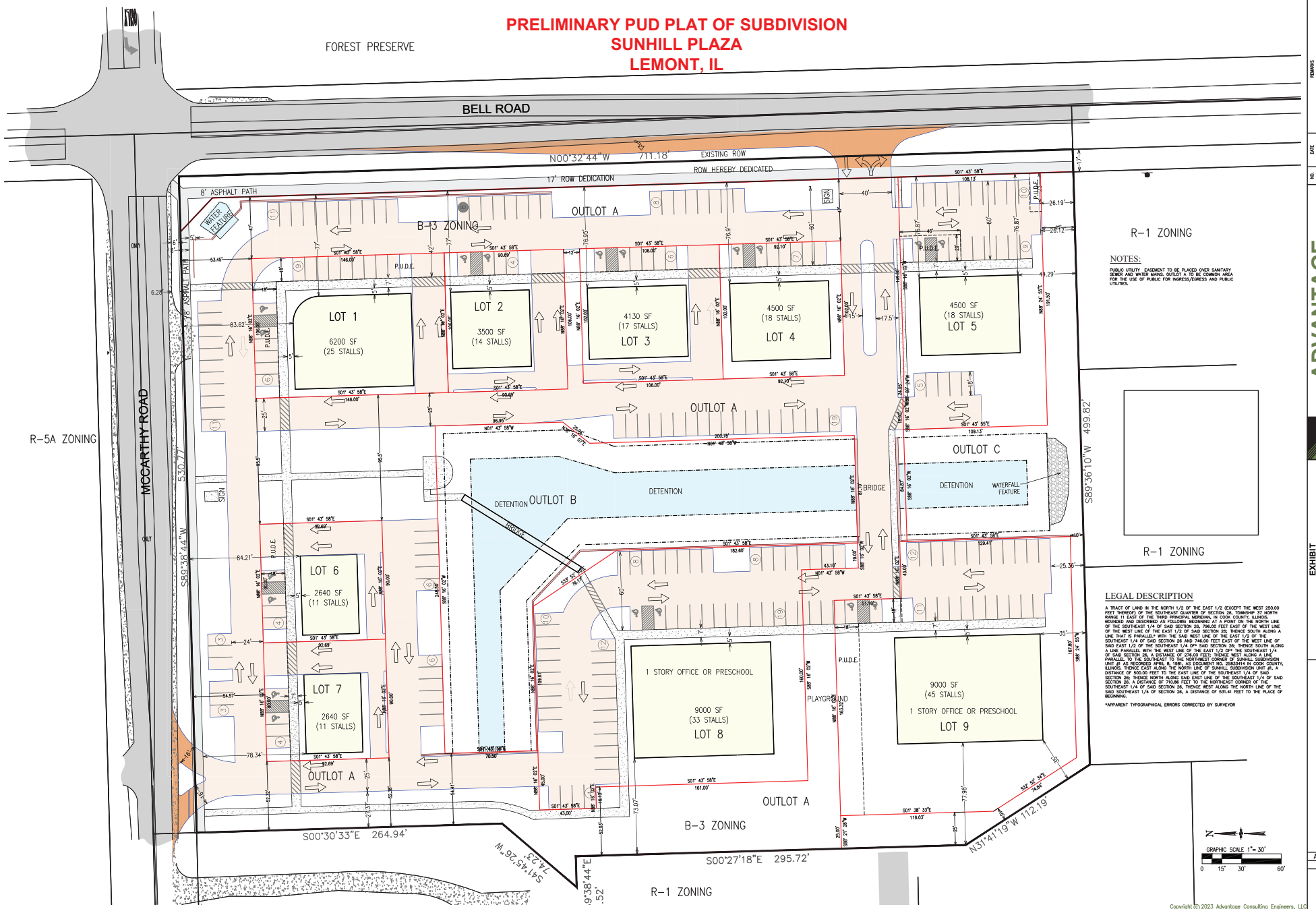
PRELIMINARY PUD PLAT OF SUBDIVISION
SUNHILL PLAZA
LEMONT, IL



NOTES:

PUBLIC UTILITY EASEMENT TO BE PLACED OVER SANITARY SEWER AND WATER MAINS. OUTLOT A TO BE COMMON AREA FOR THE USE OF PUBLIC FOR INGRESS/EGRESS AND PUBLIC UTILITIES.

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 250.00 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 796.00 FEET EAST OF THE WEST LINE OF THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 26; THENCE SOUTH ALONG A LINE THAT IS PARALLEL* WITH THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 AND 796.00 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26 A DISTANCE OF 876.00 FEET TO A POINT ON A LINE PARALLEL TO THE SOUTHEAST TO THE NORTHWEST CORNER OF SUNHILL SUBDIVISION UNIT #1 AS RECORDED APRIL 8, 1981, AS DOCUMENT NO. 25833414 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE NORTH LINE OF SUNHILL SUBDIVISION UNIT #1, A DISTANCE OF 500.00 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 710.86 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 26, A DISTANCE OF 531.41 FEET TO THE PLACE OF BEGINNING.

*APPARENT TYPOGRAPHICAL ERRORS CORRECTED BY SURVEYOR

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NO.	DATE	REMARKS

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439
630-520-2467
www.acengr.us

EXHIBIT
PRELIMINARY PLAT OF SUBDIVISION
SUNHILL PLAZA
123RD STREET & BELL ROAD
LEMONT, IL

R/J RYMEK CO.
16 W 475 FRONTAGE ROAD
BURR RIDGE, IL

AUGUST 28, 2023
JOB: 21-065

SHEET:
POS
1 OF 1

EXHIBIT C
CONCEPTUAL PERSPECTIVE RENDERINGS



SUNHILL PLAZA, LEMONT

RJ RYMEK COMPANY

16W475 SO. FRONTAGE ROAD
BURR RIDGE, IL
630-257-8888

PERSPECTIVE VIEW #1

LINDENGROUP
ARCHITECTS
10100 ORLAND PARKWAY
STE 110, ORLAND PARK, IL
708-799-4400

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET
LEMONT
630-520-2467



SUNHILL PLAZA, LEMONT

RJ RYMEK COMPANY

16W475 SO. FRONTAGE ROAD
BURR RIDGE, IL
630-257-8888

PERSPECTIVE VIEW #2

LINDENGROUP
ARCHITECTS
10100 ORLAND PARKWAY
STE 110, ORLAND PARK, IL
708-799-4400

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET
LEMONT
630-520-2467

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Annexing to the Village of Lemont Approximately 20.7 Acres Located at 1330 Smith Road in Lemont, IL
DATE:	October 23, 2023

SUMMARY/BACKGROUND
The Lemont Park District has applied for annexation into the Village of Lemont for the southern 20-acre parcel that makes up Bambrick Park.

ANALYSIS
Comprehensive Plan
The annexation of Bambrick Park into the Village of Lemont is in agreement with the Comprehensive Plan.

Planning & Zoning Commission (PZC)
The PZC held a public hearing on the rezoning for the subject property following annexation. The PZC does not vote on the annexation of property, but they did recommend rezoning for the subject property to Open Lands District following annexation.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED
A motion to approve the attached ordinance.

ATTACHMENTS
An Ordinance Annexing to the Village of Lemont Approximately 20.7 Acres Located at 1330 Smith Road in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 20.7 ACRES LOCATED AT 1330 SMITH ROAD IN LEMONT, IL

(Bambrick Park)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF OCTOBER, 2023

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois on this 23rd day of October, 2023.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY 20.7 ACRES LOCATED AT 1330 SMITH ROAD IN LEMONT, IL

(Bambrick Park)

WHEREAS, the Clerk of the Village of Lemont has received an Application for Annexation of certain territory into the Village pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes; and

WHEREAS, the Territory (PIN: 12-02-36-400-012) is described on the Plat of Annexation, dated 10/04/2022, attached hereto as Exhibit A; and

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

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

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

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

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

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

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

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

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd DAY OF OCTOBER, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____
JOHN EGOSKE, Village President

Attest:

_____
CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Plat of Annexation

P.I.N. 12-02-36-400-012

PLAT OF ANNEXATION

TO

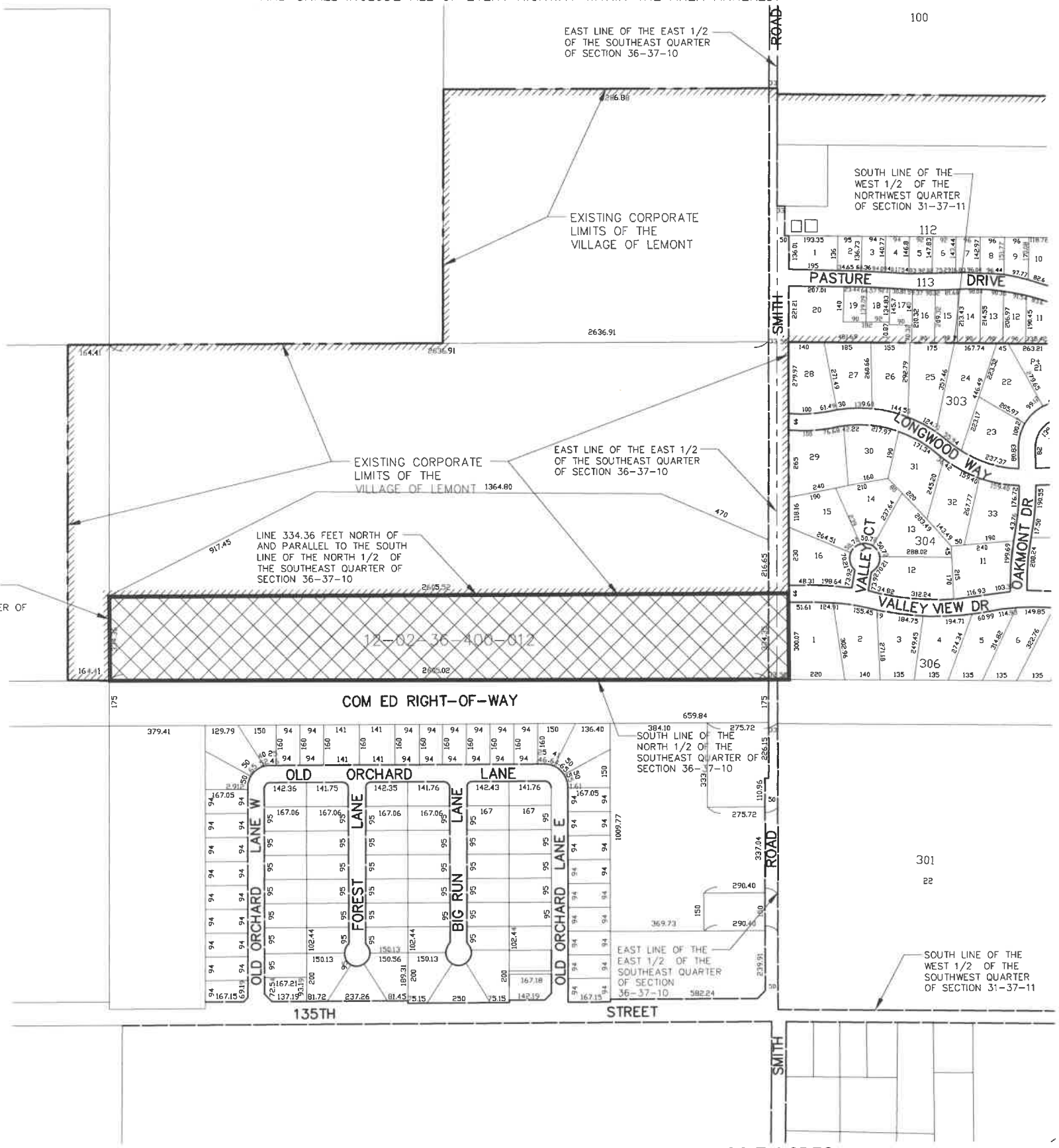
VILLAGE OF LEMONT

OF

SCALE: 1" =500'

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE. OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE SOUTH 88 DEGREES 16 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH LINE, 2606.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE NORTH 1 DEGREE 01 MINUTES 38 SECONDS WEST, ALONG THE AFORESAID WEST LINE, 334.36 FEET TO A POINT ON A LINE DRAWN 334. 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE AFORESAID PARALLEL LINE, 2605.52 FEET TO A POINT ON A LINE DRAWN 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, THENCE SOUTH 1 DEGREE 06 MINUTES 50 SECONDS EAST, ALONG THE AFORESAID PARALLEL LINE. 334.35 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING CONTAINING TWENTY (20) ACRES, MORE OR LESS, IN WILL COUNTY, ILLINOIS.

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



AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 20.7 ACRES

LEGEND

DENOTES HEREBY ANNEXED

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

STATE OF ILLINOIS)
COUNTY OF COOK)

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

____ DAY OF _____ A.D., 2022.

BY;_____
PRESIDENT

ATTEST;_____
CLERK

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S

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

DATED AT WILLOWBROOK, ILLINOIS, THIS 4th DAY OF OCTOBER A.D., 2022.

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

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

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

500 0 500
GRAPHIC SCALE
IN FEET

DATE: 10/04/22 PROJECT NO. 19391 (3)

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 to Open Lands (OL) District for 20.7 Acres Located at 1330 Smith Road in Lemont, IL (Bambrick Park)
DATE:	October 23, 2023

SUMMARY/BACKGROUND
The Lemont Park District is requesting rezoning to Open Lands District of their 20.7 acres within Bambrick Park following annexation into the Village of Lemont.

ANALYSIS
Comprehensive Plan
The future land use is shown as Open Space and Recreation in the Lemont 2030 Comprehensive Plan. The annexation and rezoning is in agreement with the Comprehensive Plan.

Planning & Zoning Commission (PZC)
A public hearing was held at the October 4, 2023 Planning & Zoning Commission meeting. The PZC voted (6-0) to recommend approval of the rezoning to Open Lands District for Bambrick Park.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED
A motion to approve the attached ordinance.

ATTACHMENTS
An Ordinance Amending the Zoning Map of the Village of Lemont from R-1 to Open Lands District for 20.7 Acres Located at 1330 Smith Road in Lemont

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO OPEN LANDS (OL) DISTRICT FOR 20.7 ACRES LOCATED AT 1330 SMITH ROAD IN LEMONT, IL

(Bambrick Park)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF OCTOBER, 2023

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 23rd day of October, 2023.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO OPEN LANDS (OL) DISTRICT FOR 20.7 ACRES LOCATED AT 1330 SMITH ROAD IN LEMONT, IL

(Bambrick Park)

WHEREAS, Lemont Park District (hereinafter referred to as "the Petitioner") is the owner of record of the 20.7-acre property at 1330 Smith Road (PIN# 12-02-201-004-0000) (hereinafter referred to as the "Subject Property"), legally described in Exhibit A; and

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

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on October 4, 2023 for the rezoning request and voted 6-0 to recommend approval of the requested rezoning following annexation; and

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

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

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

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

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

SECTION THREE: The rezoning shall have the following condition:

1. **General Condition.** Unless otherwise approved by the Village Board, the Subject Property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.

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

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 23rd day of October, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

Legal Description of Subject Property

P.I.N. 12-02-36-400-012

PLAT OF ANNEXATION

TO

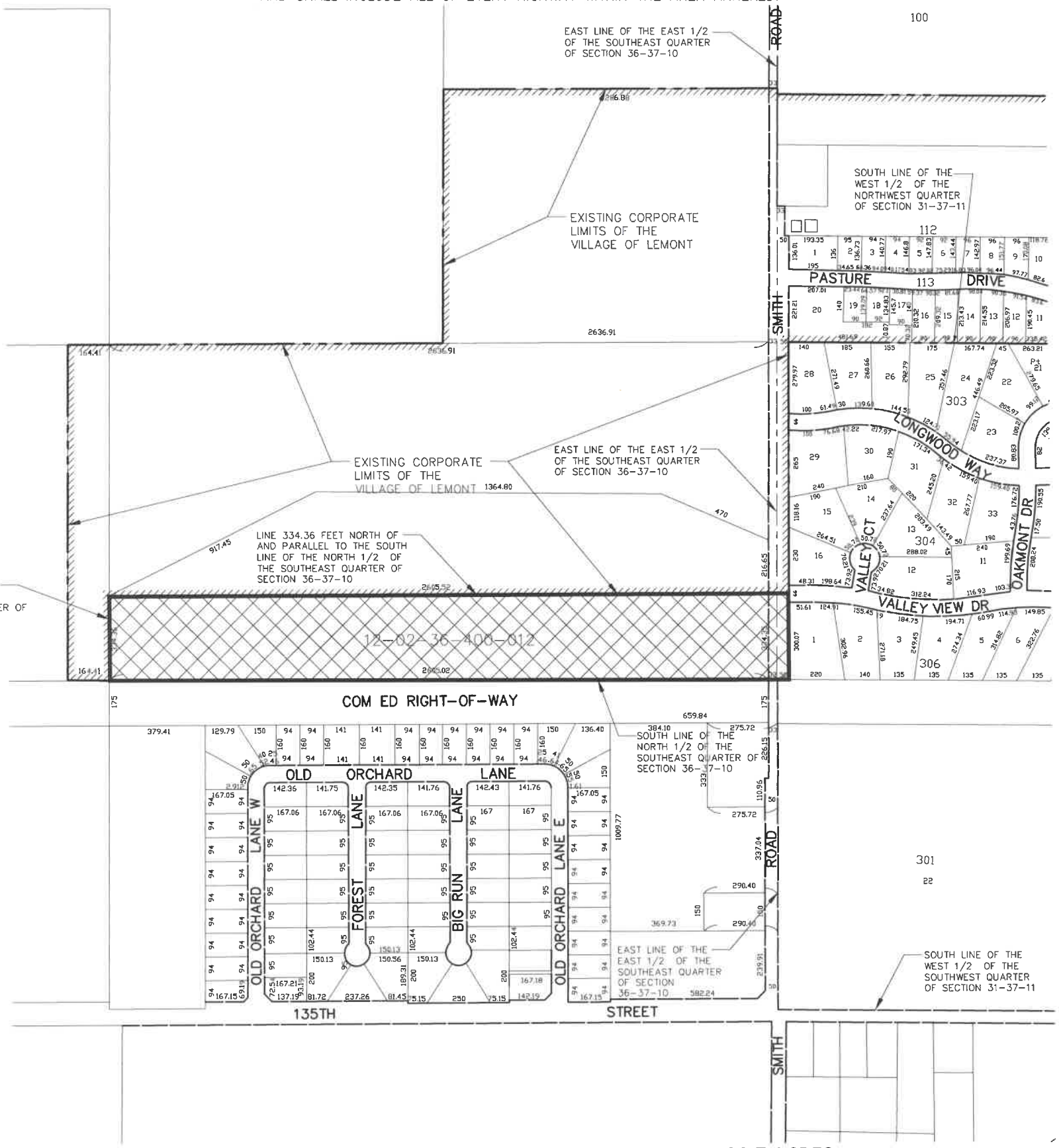
VILLAGE OF LEMONT

OF

SCALE: 1" =500'

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE. OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE SOUTH 88 DEGREES 16 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH LINE, 2606.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AFORESAID; THENCE NORTH 1 DEGREE 01 MINUTES 38 SECONDS WEST, ALONG THE AFORESAID WEST LINE, 334.36 FEET TO A POINT ON A LINE DRAWN 334. 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE AFORESAID PARALLEL LINE, 2605.52 FEET TO A POINT ON A LINE DRAWN 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, THENCE SOUTH 1 DEGREE 06 MINUTES 50 SECONDS EAST, ALONG THE AFORESAID PARALLEL LINE. 334.35 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING CONTAINING TWENTY (20) ACRES, MORE OR LESS, IN WILL COUNTY, ILLINOIS.

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



AREA TO BE ANNEXED CONSISTS OF APPROXIMATELY 20.7 ACRES

LEGEND

DENOTES HEREBY ANNEXED

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

STATE OF ILLINOIS)
COUNTY OF COOK)

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

____ DAY OF _____ A.D., 2022.

BY;_____
PRESIDENT

ATTEST;_____
CLERK

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S

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

DATED AT WILLOWBROOK, ILLINOIS, THIS 4th DAY OF OCTOBER A.D., 2022.

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

STATE OF ILLINOIS
JAMES LOUIS CAINKAR 2656
PROFESSIONAL LAND SURVEYOR

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

500 0 500
GRAPHIC SCALE
IN FEET

DATE: 10/04/22 PROJECT NO. 19391 (3)

EXHIBIT B

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

1. The annexation and rezoning are in agreement with the Lemont 2030 Comprehensive Plan.

2. The annexation and rezoning will give the Village authority over the property.

3. The rezoning to OL District is agreement with the anticipated future land use designated in the Lemont 2030 Comprehensive Plan.

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008
DATE:	October 23, 2023

SUMMARY/BACKGROUND

The following amendments to the Unified Development Ordinance have been discussed at previous Planning & Zoning Commission meetings and Committee of the Whole meetings and have been prepared to be codified:

- Adding a definition of 'Short-Term Rental'. Short-term rentals are currently allowed with a special use permit in the D-D (none exist at this time), but a definition has never been codified; and
- Adding to the Accessory Structure section the allowance of a detached garage with an attached garage in the R-1 district only when a property is of a certain size. This is to mostly address recently forced annexed properties that exist in a more rural setting that were allowed this situation in the County but not in the Village; and
- Modifying the Home Occupation section to address home occupations in the D-D, Downtown District; and
- Modifying the Illumination Standards section to address lighting for sports fields and events for public entities.

ANALYSIS

Comprehensive Plan

The Comprehensive Plan encourages staff, the PZC and elected officials to review and propose amendments to the UDO as least once a year to address consistent requests and to modify the code due to trends and modernizations in development.

Planning & Zoning Commission (PZC)

A public hearing was held at the September 6, 2023 PZC meeting to discuss the proposed amendments. Following discussion, the PZC recommended (5-0) to recommend the amendments with modification and clarification that has been incorporated into the attached ordinance and presented to the Village Trustees at the Committee of the Whole meeting.

Committee of the Whole (COW)

The COW discussed the proposed amendments at the meeting held on September 18, 2023. The proposed modifications to the UDO have been adjusted for the ordinance following direction from Village Trustees at this meeting. In summary, the changes include:

- Requiring any structure associated with the housing of animals to be a special use; and
- Removing the request to provide a definition of a barn; and
- Adding to the accessory structure section the ability to have both an attached garage and detached garage in the R-1 district only for lots of a certain size and characteristic.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED
A motion to approve the attached ordinance.

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

VILLAGE OF LEMONT

ORDINANCE NO. _____

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

(Definitions, Accessory Structures, Home Occupations, Illumination Standards)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF OCTOBER, 2023

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 23rd day of October, 2023.

ORDINANCE NO. _____

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

(Definitions, Accessory Structures, Home Occupations, Illumination Standards)

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

WHEREAS, on September 6, 2023, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted a public hearing for the proposed amendment to the zoning and land use regulations of the Unified Development Ordinance and the minutes are provided as Exhibit A; and

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

WHEREAS, the Lemont Planning & Zoning Commission found that the proposed amendments are consistent with the purposes of the Unified Development Ordinance and voted (5-0) to recommend their approval;

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

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

SECTION TWO: Section 17.02 ("Definitions") of Article II ("Zoning") of Title 17 ("Unified Development Ordinance") of the Village Zoning Code is hereby amended by adding the underlined language in alphabetical order to provide as follows:

Short-Term Rental: Any dwelling unit or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of less than thirty consecutive days.

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

17.06.030. – Accessory Uses.

C. *Keeping of Animals.* Except as permitted in this ordinance, accessory structures shall not be used for the keeping of livestock, horses, poultry, rabbits, exotic animals and/or the breeding of animals whether or not for profit unless:

1. The lot area is at least one acre in R-1 District only; and
2. The structure is located at least 150 feet from the side and rear lot lines; and
3. The structure is located at least 200 feet from any residence on another lot; and
4. The number of livestock is limited to one per 20,000 square feet of lot area.; and
5. The structure is no greater than 1,200 square-feet in area and a maximum of 15-feet in height measured to the top of the peak; and
6. The structure shall require a special use permit.

E. *Detached Garages and Sheds*.

1. In R districts, detached garages and sheds shall be accessory uses only; they shall not be constructed prior to the establishment of a permitted principal use on the lot.
2. Detached garages and sheds shall be built at least three feet from all lot lines, unless specifically allowed otherwise by this ordinance. Additionally, detached garages and sheds shall be at least 10 feet from the principal structure unless the detached garage or shed meets or exceeds the Village building code standards for attached garages concerning fire protection rating, footing, and foundation.
3. Detached garages and sheds in R districts and detached garages and sheds that are accessory to residential uses shall have a maximum height of 15 feet. Parking structures in the Downtown District are subject to the height limits of the zoning district. Detached garages and sheds in all other districts shall have a maximum height of 30 feet.
4. In all R-districts except the R-1 district, detached garages shall not be established on lots where an attached garage already exists. Similarly, attached garages shall not be established where a detached garage already exists. Only one detached garage shall be allowed per zoning lot, and the area of a detached garage shall not exceed 660 square feet. The following applies to garages in the R-1 District:
    a. Both a detached garage and attached garage are allowed on one zoning lot of at least 32,670 square-feet in area; and
    b. The detached garage shall be at least 10-feet from any property line, in the rear lot only and adhere to the definition of a garage in Chapter 17.02; and
    c. The detached garage shall not exceed 1,200 square-feet in area and shall not be greater in height than the principal structure.
    d. Any attached garage and driveway shall meet the requirements of this ordinance.

17.06.080 Home Occupations

F. *Prohibited Activities.* The following activities are expressly prohibited as home occupations:

1. Animal hospitals (animal grooming services are permitted);
2. Kennels;
3. Medical and dental clinics;
4. Eating and drinking establishments;
5. Jobbing, wholesale, or retail business, unless it is conducted entirely by mail, parcel post service, or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the premises, provided, however, that articles produced by members of the family residing on the premises may be sold from and stored upon the premises;
6. Undertaking establishments and funeral parlors;
7. Repair or maintenance of motor vehicles, to include trucks and motorcycles.
8. In the D-D, Downtown District any business or place where members of the public have access as invitees or licensees, including or not limited to, barber/beauty shop, animal grooming service, day cares, and music/dance/arts instruction, when located in a residential unit within a mixed-use building.

SECTION THREE: The Lemont, Illinois Municipal Code ("Village Code"), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with additions shown in underlined text, to be placed in alphabetical order, and deletions shown in ~~strikethrough~~ to Chapter 17.14.020 of the Village Code as follows:

17.14.020. – Illumination Standards

B. Light Spillage. Illumination of parking lots or other areas shall limit light spillage onto adjacent property to a maximum horizontal footcandle value at the perimeter of the property in accordance with Table 17-14-03 of this chapter. Lighting for special events, sporting events and sports fields is exempt from this requirement for governmental entities.

D. Except as otherwise allowed in this ordinance, luminaires shall not be mounted in excess of thirty (30) feet above grade, or the height of the primary structure, whichever is less; provided however, luminaires located within two hundred (200) feet of a single-family residential zoning district shall not be mounted in excess of twenty (20) feet above grade or the height of the primary structure, whichever is less. Luminaires for public event space and athletic fields are exempt from height restrictions for governmental entities.

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

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

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 23rd day of October, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

_____

JOHN EGOSKE
President

Attest:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

PZC Minutes from September 6, 2023 meeting

Village of Lemont
Planning and Zoning Commission
Regular Meeting of September 6, 2023

A regular meeting of the Plan Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, September 6, 2023, 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 6:34 p.m. He then led the Pledge of Allegiance.

B. Verify Quorum

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

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

C. Approval of Minutes

Chairman Studebaker said they would table the approval of minutes till the next regularly scheduled meeting.

II. CHAIRMAN'S COMMENTS

Chairman Studebaker greeted the audience and explained the process of the meeting. He then asked anyone in the audience who was planning on speaking to stand and raise his/her right hand. He then administered the oath.

III. PUBLIC HEARINGS

A. CASE 2023-05 – SUN HILL PLAZA (CONTINUED)

Chairman Studebaker asked for staff to provide an update on Case #2023-05.

Staff Presentation

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

B. CASE 2023-10 – UDO AMENDMENTS

Chairman Studebaker asked for staff to make a presentation explaining the UDO amendments.

Staff Presentation

Mrs. Tate said short term rental is a special use in the Downtown District and it is located on the use table but there is no definition for it. There was also an inquiry about a barn recently and there was no definition or parameters for that type of structure. She asked if there was anything that the Commission would want to add.

Commissioner McGleam asked if you could put a barn on a lot that is one acre.

Commissioner Zolecki stated that is the ordinance for livestock, but then you would have to look at the structure. There are requirements in place to where it most likely would not fit on an acre lot.

Mrs. Tate said some of the requirements are that it has to be 150 feet from a lot line and 250 feet from any resident. It states it has to be for the housing and care of horses or livestock. The next amendment is for home occupation in the downtown area. The intention for a home occupation is more in a residential district and not in a mixed-use area like the downtown district. They are adding that in the Downtown District, any business or place where members of the public have access as invitees or licensees, including or not limited to, barber/beauty shops, animal grooming services, daycares, and music/dance/arts instruction. Staff was looking at businesses that might take up parking or ones that should be operating out of a storefront rather than an apartment/condo in the downtown.

Commissioner Zolecki asked if these are more prohibited here than elsewhere. He asked if the homes across from the post office were in the Downtown District.

Mrs. Tate stated yes.

Commissioner McGleam said it doesn't seem right if you have a residence just outside the Downtown District that you could have a beauty shop in your home but if you live right down the street in the Downtown District you could not.

Mr. Berry stated what they are trying to prevent is someone who lives on the third floor of say the Budnick building and they have a beauty shop in their home.

Commissioner McGleam said then it should be restricted from multi-unit buildings.

Mr. Berry stated they could change it. Currently, it states a home occupation could go in any dwelling.

Mrs. Tate said the last amendment is to illumination standards. They have had discussions with the Park District in regard to the typical lighting at the Park District. Sports field lights might be taller than what they permit in zoning. If there is a ball game going on there could be light spillage due to safety reasons. They do not want to restrict them with the zoning code and feel they would know better as to what they would need. It would state that they are exempt from light spillage for sports field events and height restrictions.

Commissioner O'Connor asked for the short term rentals if it was just for the Downtown District.

Mrs. Tate stated currently in the use table it is a special use in the Downtown District.

Chairman Studebaker asked if there was anyone in the audience that wanted to speak in regard to this public hearing.

Public Comment

None responded.

Chairman Studebaker 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 #2023-10. A roll call vote was taken:
Ayes: McGleam, Cunningham, Zolecki, O'Connor, Studebaker
Nays: None
Motion passed

Plan Commission Discussion

Chairman Studebaker asked if there were any further comments from the Commission. None responded. He then called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner Cunningham made a motion, seconded by Commissioner McGleam to recommend to the Mayor and Board of Trustees approval of Case #2023-10 - UDO amendments with changes as discussed in tonight's meeting. A roll call vote was taken:
Ayes: Cunningham, McGleam, O'Connor, Zolecki, Studebaker
Nays: None
Motion passed

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to authorize the Chairman to approve the Findings of Fact for Case 2023-10 as prepared by staff. A roll call vote was taken:
Ayes: McGleam, Zolecki, Cunningham, O'Connor, Studebaker
Nays: None
Motion passed

IV. ACTION ITEMS

None

V. GENERAL DISCUSSION

None

VI. AUDIENCE PARTICIPATION

None

VII. ADJOURNMENT

Chairman Studebaker called for a motion to adjourn the meeting.

Commissioner Zolecki 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

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Darshana Prakash, Finance
THROUGH:	George Schafer, Village Administrator
SUBJECT:	A Resolution Authorizing a Sub-Recipient Agreement between Cook County Department of Transportation and Highways and the Village of Lemont for a grant through the ARPA Funded Invest in Cook Program Expansion
DATE:	October 23, 2023

SUMMARY/BACKGROUND

Under Section 9901 of Subtitle M of the American Rescue Plan Act (ARPA), Cook County is authorized to grant ARPA funds to eligible local governments to protect the health, safety and welfare of the County by delivering transportation infrastructure improvements through its ARPA funded Invest in Cook Program Expansion. Cook County is administering this program through the Cook County Department of Transportation and Highways (DOTH).

In July, the Village applied for a $150,000 grant to fund the construction of a pedestrian crossing 150' west of the intersection of 127th St. and Rolling Meadows Drive. Upon DOTH's completion of their risk assessment and financial management review, the Village has been awarded the $150,000 grant. The grant money will be received on a reimbursement basis i.e. upon providing invoices and proof of payments.

The total cost of the project is estimated to be within the grant award and estimated project completion is in FY25. The project will be included in the FY25 CIP.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Adopt the Resolution.

BOARD ACTION REQUESTED

Motion to adopt the Resolution.

ATTACHMENTS

Resolution for ARPA Invest in Cook.pdf
Subrecipient Agreement_Lemont_NT025_20230908.pdf
Risk Determination Ltr_Lemont.pdf

RESOLUTION NO. R- -23

A RESOLUTION AUTHORIZING A SUB-RECIPIENT AGREEMENT BETWEEN COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AND THE VILLAGE OF LEMONT FOR A GRANT THROUGH THE ARPA FUNDED INVEST IN COOK EXPANSION PROGAM.

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the "Village"), acting by and through its Village President and Board of Trustees (the "Village Board"), is a municipal corporation operating pursuant to the Illinois Municipal Code; and

WHEREAS, the Cook County ("County") through its Bureau of Administration Department of Transportation and Highways ("DOTH") is accepting applications for the ARPA funded Invest in Cook Expansion Program ("Invest in Cook") in order to fund projects aligned with Section 9901 of Subtitle M of the American Rescue Plan Act; and

WHEREAS, ARPA will further the mission of the County and serve the broader objective of protecting the health, safety and welfare of the County by delivering transportation infrastructure improvements; and

WHEREAS, the County is providing support to eligible local governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Village applied to DOTH for the Invest in Cook program for a grant to construct a pedestrian crossing 150' west of the intersection of 127th Street and Rolling Meadows Drive ("Project");

WHEREAS, the construction of the Project, supported by funding from this grant, is designed to meet the goals and objectives established by the Village's 2030 Comprehensive Plan; and

WHEREAS, the construction of the Project, supported by funding from this grant, will provide safe, ADA compliant pedestrian infrastructure and promote multimodal travel; and

WHEREAS, the County desires to award this grant to the Village for the administration and management of this Project.

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

SECTION 1: RECITALS

The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

SECTION 2:

The President and Board of Trustees hereby endorse the Project and authorize the Village Administrator and Village staff to execute sub-recipient agreement documents and instruments and take such further actions as they shall deem necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution.

SECTION 3.

This Resolution shall be in full force and effect after its passage and approval as required by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, ON THIS 23rd DAY OF OCTOBER, 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL RECOVERY FUNDS
(ASSISTANCE LISTING NUMBER 21.027)

This Subrecipient Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2023, by and between the County of Cook, a body politic and corporate of the State of Illinois ("County"), acting by and through its Bureau of Administration ("Bureau") Department of Transportation and Highways ("DOTH") ("or Department"), and the VILLAGE OF LEMONT ("LEMONT"), a municipal corporation of the State of Illinois, (collectively referred to as "the Parties" and individually as a "Party"), to establish an agreed upon protocol for the administration and management of the American Rescue Plan Act (ARPA) (Assistance Listing Number 21.027) – Invest in Cook Expansion program subaward project described below. The County and the Village of LEMONT are organized and existing by virtue of the Constitution and/or laws of the State of Illinois.

RECITALS

WHEREAS, on March 13, 2020, the President of the United States (the "President") issued a Proclamation, declaring a National Public Health Emergency, as a result of the Coronavirus ("COVID-19") pandemic (the "Pandemic"); and

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act, 2021, Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, Section 9901 of Subtitle M of the Act established the Coronavirus State and Local Fiscal Recovery Funds Program ("SLFRF" or "Program") aimed at providing support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Act authorizes the U.S. Department of Treasury ("Treasury") to grant ARPA funds to eligible entities to address the negative health and economic impacts of the Pandemic on communities nationwide; and

WHEREAS, the County qualifies as an eligible unit of local government under the Act, and Treasury has granted $1,000,372,385 in funds to the County ("ARPA Funds"); and

WHEREAS, the County has allocated approximately $150,000 of the ARPA Funds for the purpose of implementing construction of a pedestrian crossing 150' west of the intersection of 127th Street and Rolling Meadows Drive and

WHEREAS, these improvements will assist the Village of LEMONT to provide safe, ADA compliant pedestrian infrastructure to promote multimodal travel; and

WHEREAS, the nearest pedestrian crossing to this intersection is over 1000 feet away in either direction; and

WHEREAS, ARPA will further the mission of the County and serve the broader objective of protecting the health, safety, and welfare of the County by delivering transportation infrastructure improvements that are within historically under-resourced, underinvested communities that have been negatively impacted the COVID-19 pandemic, ensuring a nexus to the negative health and economic impacts of Covid-19 and

WHEREAS, Treasury limits the obligation of ARPA funds to December 31, 2024, and expenditure of the Funds for eligible expenses to December 31, 2026, therefore the Parties recognize that time is of the essence; and

WHEREAS, the County achieves its mission through strategic collaborations and partnerships with states, local governments, community organizations, and others; and

WHEREAS, Subrecipient is an established municipal agency, which has extensive experience and expertise in providing transportation infrastructure improvements; and

WHEREAS, the County desires to award this grant to Subrecipient for the administration and management of the Program in Cook County as described herein; and

WHEREAS, the VILLAGE OF LEMONT is able and willing to assist the County in the administration and management of the Program; and

WHEREAS, the VILLAGE OF LEMONT is authorized by its governing body to enter into this Agreement with the County for the purposes described herein; and

WHEREAS, the Cook County Board of Commissioners has authorized the County, through the DOTH, to enter into this Agreement with Subrecipient for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, together with the information contained in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference.

2. ELIGIBILITY FOR THE PROGRAM

Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The VILLAGE OF LEMONT shall act as a subrecipient and, on behalf of the County, make Program Funds available to designated program participants within Cook County. Fund usage must fall into one of the following statutory categories:

- To respond to the COVID-19 public health emergency or its negative economic impacts;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

3. GENERAL PROVISIONS

3.1. TERM. This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect, until December 31, 2026, subject to earlier termination in accordance with its terms.

3.2. OBLIGATIONS OF THE PARTIES. The VILLAGE OF LEMONT agrees to administer the project(s) on behalf of the County, as described herein and in the Scope of Services (the "Services"), set forth on **Exhibit A**, attached hereto and incorporated herein. The County agrees to provide up to One Hundred Fifty Thousand Dollars ($150,000.00) in Program Funds to be made available to carry out the purposes of the Program. Payments will be made to the Subrecipient for eligible uses of the Program Funds, hereunder, according to the criteria for the use of such funds and the schedule specified in **Exhibit A**. Invoice submission for Program Funds shall be in accordance with the provisions provided in **Exhibit C** under monitoring and fiscal reporting. Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued on what constitute a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance will be returned by Subrecipient to Cook County.

3.3. REPRESENTATIVES. Each Party to this agreement shall designate one staff representative, who shall be the primary point of contact for that Party

The Village of Lemont:

George Schafer
Village Administrator
gschafer@lemont.il.us

Cook County:
Jennifer "Sis" Killen, P.E., PTOE
Superintendent
investincook.cc@cookcountyil.gov

3.4. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Subrecipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Subrecipient and any of the subawards issued by the Subrecipient must comply with Uniform Guidance and establish and maintain effective internal controls that provide reasonable assurance that Subrecipient is administering Program Funds in compliance with Federal statutes and regulations, and the terms and conditions of the Program. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Management should consider the potential for fraud when identifying, analyzing, and responding to risks. Subrecipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.

3.5. DUPLICATION OF BENEFITS. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (the "Stafford Act"), as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Stafford

Act. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County. In order to mitigate against a duplication of benefits, the subrecipient will only apply costs that meet the following general criteria in order to be allowable under Federal awards:

- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period
- Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs
- Are not included as contributions for any other Federal award

3.6. DOCUMENTATION AND RECORDKEEPING**.** As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained by Subrecipient. The Subrecipient shall ensure the same access to documents from its subawards in accordance with 2 C.F.R. 200.331(a)(5).

3.7. MAINTENANCE AND INSPECTION OF RECORDS. Subrecipient and their sub awardees shall retain sufficient records including, without limitation, financial records, documents, statistical records, and all other records (collectively, "Records") pertinent to this Agreement to show compliance with the terms of this Agreement. Records shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the County or Treasury for the purposes of inspection, copying and auditing. The right of access also includes the County's timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to Records. The right of access is not limited to the required retention period but lasts as long as Records are retained by Subrecipient.

3.8. RECORD RETENTION. The Records shall be maintained by Subrecipient and any sub awardees for a period of five (5) years after the later of the following: (a) final payment is made using Program Funds; (b) completion of all close-out procedures respecting the Program, as determined by the County in its sole discretion; or (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to the Program. Record Retention under the Program is subject to the terms of the Treasury Memorandum.

3.9. CLOSE-OUT. Subrecipient's and the County's obligations under this Agreement shall not end until all Program close-out requirements are completed, as determined by the County in its sole discretion. Activities during the close-out period shall include but are not limited to making final payments, disposing of Program Funds, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over any Program Funding.

4. MONITORING AND REPORTING

4.1. Subrecipient agrees to provide the County access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the County with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

4.2. Subrecipient shall provide to the County reports, on a periodic basis as defined by the County. Such reports shall summarize Subrecipient 's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in **Exhibit C** and specify the Program Metrics and Performance Goals outlined in **Exhibit B**, attached hereto and incorporated herein. In addition, Subrecipient will furnish to the County, with reasonable promptness, such interim reports or such additional information in connection with the Services, as the County may periodically request. Reporting under the Program is subject to the reporting requirements of subsection (d) of section 603 the Act and Treasury's Compliance and Reporting Guidance, set forth in **Exhibit B**, attached hereto and incorporated herein. Subrecipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Subrecipient.

5. TERMINATION

5.1. TERMINATION WITHOUT CAUSE**.** This Agreement may be terminated by either Party without cause or for convenience at any time by providing at least thirty (30) days written notice to the other Party. Subrecipient shall include a termination without cause provision in any sub award agreements.

5.2. COUNTY'S TERMINATION FOR CAUSE. The failure of Subrecipient to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement constitutes an "Event of Default" after the passage of any applicable notice and cure period. Subrecipient will have thirty (30) days from the date written notice of default is delivered or mailed to Subrecipient in which to cure the default provided, however, that if an Event of Default is not reasonably capable of being cured within thirty (30) days, Subrecipient shall have such additional time as is reasonably necessary, as determined by the County, so long as Subrecipient has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. If Subrecipient fails to cure such Event of Default within the applicable cure period, the County may terminate this Agreement for cause, in whole or in part, by giving written notice to Subrecipient of such termination and specifying the effective date thereof. In the event of such termination for cause, Subrecipient shall be compensated for that portion of the Services performed which have been fully and adequately completed and accepted by the County through the effective date of termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the Program and correct Subrecipient's deficiencies and charge the cost thereof to Subrecipient, which shall be liable for the full cost of the County's corrective action, including reasonable overhead and attorneys' fees. Subrecipient shall include a termination for cause provision in any sub award agreements.

5.3. FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies or communications failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.

5.4. FUNDING AVAILABILITY//NON-APPROPRIATION. Funding for this Agreement is subject to availability of funds from the United States Government and appropriation by the County. In the event that no Program Funds or insufficient Program Funds are appropriated and budgeted for payments to be made under this Agreement, then the County shall promptly notify Subrecipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted.

5.5. DELIVERY OF INFORMATION. Subrecipient shall deliver to the County copies of all completed or partially completed information, programs, software (including source code), documentation or data (collectively, the "Documents") developed, created or invented in connection with the Services under this Agreement within fifteen (15) days after this Agreement is terminated or completed. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. Any advanced funds not yet spent for authorized work by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

6. NOTICES

All notices shall be delivered in writing and shall be communicated by electronic mail, U.S First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other:

To Subrecipient:

John Egofske
Mayor
The Village of Lemont
418 Main Street
Lemont, IL, 60439

To Cook County:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook, Illinois
69 W. Washington Street, 24th Floor
Chicago, IL 60602

Either Party may designate a different address by giving the other Party ten (10) days written notice.

7. INDEMNIFICATION

7.1. Subrecipient shall indemnify, defend, and hold harmless the county its officers, directors, agents, employees, successors and assigns ("indemnified county parties") from and against all claims and liability due to the activities of subrecipient or another entity over which subrecipient exercises control, performed under this agreement and which result from any negligent act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a subcontractor; committed by subrecipient or another entity over which subrecipient exercises control.

7.2. Subrecipient shall also indemnify, defend, and hold harmless the county and indemnified county parties from and against any and all expenses, including reasonable attorneys' fees which might be incurred by the county, in litigation or otherwise resisting said claims or liabilities which might be imposed on the county as the result of such activities by subrecipient or another entity over which subrecipient exercises control.

8. GOVERNING LAW AND VENUES

This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

9. SEVERABILITY

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

10. COMPLIANCE WITH LAWS (Subrecipient shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

10.1. COMPLIANCE WITH STATE AND LOCAL REQUREMENTS. Subrecipient acknowledges that this Agreement is governed under Illinois law and that the Subrecipient shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to any compliance with prevailing wage laws. Any Subrecipient that is a not-for-profit organization must be registered with the Illinois Secretary of State to transact business in Illinois.

10.2. COMPLIANCE WITH FEDERAL REQUIREMENTS. Subrecipient understands that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social security Act. The Agreement further requires compliance with certain provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable provisions of Title 2 CFR Part 200 and all other applicable Federal laws, regulations, executive orders, Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. Note that subrecipients should refer to the Uniform Guidance for the most current information on applicable federal regulations referenced in this agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under Federal law or regulation, the more stringent requirement shall control.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 CFR 200.303, 2 CFR 200.331-333, 2 CFR Part 200, Subpart E, and 2 CFR Part 200 Subpart F.

During the performance of this Agreement, Subrecipient shall comply with all applicable federal laws and regulations including, but not limited to the following:

10.2.1. COST PRINCIPLES

Subrecipients should follow allowable cost guidance detailed in the federal regulations in 2 CFR Part 200, Subpart E. Subrecipients are responsible for effective management and administration of funds. Subrecipients should have strong internal controls and effective financial monitoring in place in order to ensure compliance with the allowable costs. Allowable cost federal regulations which apply to ARPA include, but are not limited to:

- Program funds may be used for a "reasonably proportionate" share of the costs required for federal single audits performed in accordance with the Uniform Guidance, 2 CFR Part 200, Subpart F.
- Administrative costs - both direct and indirect - associated with program implementation are permitted. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403 See Uniform Guidance, 2 CFR 200.412-200.414 for additional details.
- Per 2 CFR 200.303(a), the subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- The subrecipient management policies must consider the types of fraud that can occur within the entity to provide a basis for identifying fraud risks. Types of fraud, as defined by COSO, are as follows:
    - Fraudulent financial reporting - Intentional misstatements or omissions of amounts or disclosures in financial statements to deceive financial statement users. This could include intentional alteration of accounting records, misrepresentation of transactions, or intentional misapplication of accounting principles.
    - Misappropriation of assets - Theft of an entity's assets. This could include theft of property, embezzlement of receipts, or fraudulent payments.
    - Corruption - Bribery and other illegal act

In addition to fraud, the subrecipient must consider other forms of misconduct that can occur, such as waste and abuse. Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary operational practice given the facts and circumstances. This includes the misuse of authority or position for personal gain or for the benefit of another. Waste and abuse do not necessarily involve fraud or illegal acts.

10.2.2. CASH MANAGEMENT

SLFRF payments made to Subrecipient are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the Program award.

10.2.3. AUDIT REQUIREMENTS

Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends $750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

10.2.4. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

10.2.5. MANDATORY DISCLOSURES

In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

10.2.6. NON-DISCRMINATION

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Projects funded with SLRFR should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

10.2.7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Development Agreement, Subrecipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

10.2.8. COPELAND ANTI-KICKBACK ACT

Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

10.2.9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph *10.2.9(a)* of this section, the Subrecipient, its contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, any Subrecipient, and its subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein.

(c) Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein.

(d) Subcontracts: The Subrecipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5. 6) Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

10.2.10.DEBARMENT & SUSPENSION

This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Subrecipient is required to verify that none of its subrecipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

10.2.11.BYRD ANTI-LOBBYING AMENDMENT.

Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipients shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds $100,000, the Subrecipient must certify compliance with the Byrd Anti-Lobbying Amendment. See, **Exhibit F**, Certification Regarding Lobbying.

10.2.12.PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR ACTS.

Subrecipient and any subcontractors must comply with 31.U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and subcontractors pertaining to any matter resulting from a contract.

10.2.13. CONFLICTS OF INTEREST.

Subrecipient must disclose in writing to Treasury or the pass through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

10.2.14. TRANSPARENCY ACT.

Reporting Subaward and Executive Compensation Information in compliance with 2 CFR Part 170.

10.2.15. PUBLICATIONS.

Any publication produced with funds from this award must also display the following language: "This project is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to Cook County by the U.S. Department of the Treasury

10.2.16. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

10.2.17. REDUCING TEXT MESSAGING WHILE DRIVING.
Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

10.2.18. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT.
Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations apply to this Agreement, where applicable.

10.2.19. DISCLAIMER
The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award
or any contract, or subcontract under this award. By accepting this Agreement from the County, the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

10.2.20. CODE OF CONDUCT 2 CFR 200.318(c)(1).
The non–Federal entity (Subrecipient) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non–Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non–Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non–Federal entity. If the non–Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non–Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non–Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. PROCUREMENT STANDARDS (Subrecipients shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

Subrecipients are responsible for ensuring any procurement of goods or services using Program Funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient must have documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of the federal Uniform Guidance, for the acquisition of property or services required under a Federal award or subaward.

METHODS OF PROCUREMENT

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in 2 CFR 200.1, or a lower threshold established by Subrecipient, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

Informal Procurement Methods

- Micro-purchases - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as defined in 2 CFR 200.1.
- Small Purchases - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

Formal Procurement Methods

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by Subrecipient, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319.

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- Sealed Bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the appropriate conditions are present (see 2 CFR 200.320(b)(1)(i)).
- Proposals - A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

Competition

The Uniform Guidance requires all procurement transactions for property or services to be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320. Non-competitive procurements are allowed only in circumstances where at least one of the following conditions is true:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 CFR 200.320(a)(1) for more detail);
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the Subrecipient; or
- After solicitation of a number of sources, competition is determined inadequate.

Subrecipient is required to have an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

12. PERSONALLY IDENTIFIABLE INFORMATION

Subrecipient and any of the Subrecipient's sub awardees must comply with 2 CFR 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information the County designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with the Illinois Personal Information Protection Act and other data privacy laws. See Exhibit E for additional guidelines and requirements regarding data privacy.

12. WORKERS' COMPENSATION

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement

13. AMENDMENTS

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

14. INSURANCE

Subrecipient shall provide and maintain, at Subrecipient's own expense, during the term of this Agreement and any time period following expiration if Subrecipient is required to return and perform any of the Services or Additional Services under this Agreement, sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

15. CONFLICT OF INTEREST

Subrecipient warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Subrecipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate this Agreement without liability.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. SEPARATE ENTITIES

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

19. NON-LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the County shall be charged personally by the Subrecipient or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Amendment, because of such County's execution of this Amendment or enforcement of the provisions herein.

20. INTERPRETATION

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

21. WAIVER

Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such

waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

22. EXHIBITS

All Exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits, the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.
This Agreement contains the following attachments:
Exhibit A – Scope of Work/Technical Specifications
Exhibit B – Program Reporting Requirements
Exhibit C – Monitoring and Fiscal Reporting
Exhibit D – Request for Advance of Grant Funds
Exhibit E – Data Privacy Guidelines and Requirements
Exhibit F – Certification Regarding Lobbying

23. SIGNATURE AUTHORITY

A duly authorized agent for the Subrecipient is required to sign this Agreement on behalf of the Subrecipient. If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

(*Remainder of Page Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

The Village of LEMONT

By: _____ Date: _____

John Egofske
Mayor

COUNTY OF COOK, ILLINOIS

By: _____ Date: _____

Jennifer 'Sis' Killen
Superintendent

EXHIBIT A
SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

Background

Cook County has administered the Invest in Cook (IIC) grant program since 2017, providing funds to local non-profit organizations and government agencies to advance transportation improvements throughout the region. The annual $8.5 million program has provided local and regional governments transportation funds to cover the cost of planning and feasibility studies, engineering and construction associated with infrastructure improvements consistent with the County's transportation and economic development policy priorities. Over six years, IIC has facilitated investment of an additional $125 million in federal, state, and local funds for transportation projects across the County. The proposed IIC American Rescue Plan Act (ARPA) expansion program presents a unique opportunity to extend the impact of IIC by advancing unfunded, previously identified local-priority projects. These funds will also address historic disinvestment in disadvantaged communities by helping to correct infrastructure inequities throughout the County. The expansion will work to mitigate local-level effects of the ongoing COVID-19 pandemic, which emphasized and exacerbated these historic inequities.

The IIC grant program is one avenue DOTH uses to implement *Connecting Cook County*, the County's Long-Range Transportation Plan (LRTP). Published in 2016, the plan takes stock of the County's transportation assets, deficiencies, and future needs and measures them against the community and economic opportunities that transportation can facilitate. The LRTP outlines a new direction and a more expansive role for the County in funding and collaborating on projects across jurisdictional boundaries and in achieving greater integration of the system across all transportation modes.

Illinois Motor Fuel Tax (MFT) is the sole funding mechanism for the IIC program, limiting projects to those compliant with acceptable uses of MFT as defined by state statute. The additional funds provided by ARPA will allow the program to support critical infrastructure projects that fall outside of MFT eligibility but nevertheless affect the transportation system and public health.

Approach

The IIC grant program balances equity, local prioritization, and community need in project selection, alongside advancing projects that have multi-jurisdictional impacts throughout the County. The program will provide funding for projects at any phase and strives to leverage follow on funding as a result of this initial investment.

Types of Assistance

ARPA funds will be used for a one-time expansion of the Invest in Cook grant program, providing grant recipients with funds for the purpose of implementing transportation infrastructure improvements.

DOTH understands that quality project delivery requires good planning over a project's life. To foster the development of quality projects and help projects meet qualifications required to receive federal funding, IIC ARPA funding can be distributed to projects at any stage of development, from planning and feasibility studies, to engineering design, and all the way through construction and/or implementation.

Subrecipients in the IIC ARPA Expansion program will also be encouraged to leverage Cook County staff's subject matter expertise throughout project implementation. Additional assistance that may be provided by DOTH to the grantee includes, but is not limited to: writing letters of support for the project, generating cost estimates for grant applications to support future project phases, community engagement, among other forms of assistance not named here.

Major Entities Involved

Cook County Staff will work together with the Subrecipient to administer funding for IIC-ARPA projects. Implementation of selected projects will be led by the Subrecipient.

B. ROLES AND RESPONSIBILITIES

Eligible Subrecipients include local governments, regional transportation authorities, transit agencies, natural resource or public land agencies, and any other local or regional governmental entity with responsibility for transportation or recreational trails within Cook County. For projects that involve multiple jurisdictions, the project should identify a lead Subrecipient and provide letters of support from all partner entities. Private for-profit or non-profit organizations can submit project proposals on behalf of a lead Subrecipient, but the public sponsor that meets the above criteria will be the Subrecipient under this agreement. Proposals for multimodal projects in any phase of development will be considered. Grant beneficiaries are limited to a single project. Staff salaries are not an eligible expense under this program. Also, the purchase and/or maintenance of diesel based rolling stock (rail cars, buses, vans, etc.) and stand-alone lighting projects are not eligible under the IIC program.

The Bureau of Administration by the direction of the DOTH will provide the program guidelines and funding to the Subrecipient to administer the implementation of projects.

Subrecipient Staff

Award subrecipient staff will:

- Identify in writing the authorizing signatories and Subrecipient staff who will be responsible for project implementation, invoicing, and reporting;
- Engage in agreements with professional services or construction contract(s); where applicable;
- Collect and provide data/metrics needed for upward reporting in a timely manner;
- Provide updated reporting metrics on required timeline;
- Meet with Cook County staff to ensure progress and compliance with ARPA guidelines
    - Including submission of required reports
    - This includes monthly billing meetings, quarterly status meetings, and quarterly performance reports.
- Review and process invoices, and submitting reimbursement requests in a timely manner;
- Transmit all communication, documentation, and/or reporting required under this Agreement to InvestinCook.CC@cookcountyil.gov unless otherwise and explicitly requested to be submitted by mail.

Cook County Staff

As the award recipient, the DOTH staff including the Program Lead, Superintendent or designee, and other Cook County Staff will:

- Conduct data reporting for certain denoted metrics;
- Monitor and oversee the program and Subrecipient's adherence to the Agreement
- Monitor InvestinCook.CC@cookcountyil.gov for submittals and correspondence from the Subrecipient;
- Process reimbursement requests;
- Budget funds for program;
- Regular check ins with the subrecipient to ensure progress and compliance.

C. ADMINISTRATOR

The subrecipient is responsible for leading project implementation, invoicing, data collection, monitoring, and reporting in accordance to ARPA and Cook County guidelines. The Party will utilize funds to engage in agreements with professional services or construction contract(s) where applicable.

D. PROGRAM ADMINISTRATION AND PROCESS OVERVIEW

Cook County will reimburse the Subrecipient using ARPA funds for services rendered for the subject improvement through Fiscal Year [2026]. Reimbursements for work already performed within the period of performance of this contract will be processed upon execution of this agreement. Further details on annual payments, including regarding the process to receive advance funds, can be found in Exhibit D of this Agreement.

The subrecipient will provide the County with all information needed to initiate reimbursements, in a manner further described in Exhibit C of this Agreement. Additionally, the subrecipient will confirm to the County in writing that they have all signed contracts, invoices, and W-9s.

Program monitoring and compliance expectations will take place in a manner described in Exhibit C of this Agreement and will be adhered to by all parties of this this Agreement.

Projects included in the IIC ARPA Expansion program were carefully selected after a screening process which accounted for need, local priority, network impact, and equity alongside project alignment with the priorities set forth in *Connecting Cook County*. Qualifying projects for the IIC ARPA expansion were selected from:

- Previously evaluated IIC application/s or CDBG application/s not previously funded due to project readiness or grant program constraints at the time
- Existing inventory of local priority projects that had not advanced due to funding constraints
- Existing inventory of ongoing and/or previously proposed regionally significant, multi-jurisdictional projects that fill a critical network need and/or advance multiple priorities of *Connecting Cook County*.

Eligible Applicants and Projects:

IIC-ARPA projects must directly support at least one of the five (5) priorities set forth in *Connecting Cook County*. Those priorities are:

Prioritize Transit and Other Transportation Alternatives – A sustainable mobility network requires complementary modes of transportation that satisfy transit, cycling, and pedestrian needs. An efficient transit system is a signifier of a world class metropolitan

region, providing a complete and fully accessible cycling/pedestrian mobility system is also integral to a high quality of life. Projects supported with IIC/IIC-ARPA funds will improve our transit networks and allow communities to place greater emphasis on walking, biking, and other alternatives to driving.

Support the Region's Role as North America's Freight Capital – Freight plays a critical role in Cook County's economy and its continued prosperity. While being North America's largest port has provided our region with tremendous wealth, it has also made the Chicago region the largest chokepoint for both trucks and trains in the national freight system. Projects supported by IIC/IIC-ARPA focus on improving rail and truck movements through the region and on coordinating land uses in proximity to freight transportation facilities, among other freight supportive activities.

Promote Equal Access to Opportunities – A transportation network should facilitate easy connections to jobs, schools, healthcare centers, recreation, and much more. A high-quality transportation network provides the means by which people have access to opportunity. Historical economic development practices and land use regulation meant that the opportunities afforded by access to a robust transportation system are not guaranteed by Cook County's current built environment. Projects supported by IIC/IIC-ARPA funds address these inequities by targeting transportation investments in in disadvantaged communities, and through partnerships with other agencies that make equity a priority in their work.

Maintain and Modernize What Already Exists – Though large capacity-increasing projects can be seductive, maintaining and modernizing existing transportation facilities is a top priority for Cook County. Postponing regular maintenance adds to long-term costs, reduces the appeal of public transit services, causes delay and congestion, creates safety hazards, and makes transportation more expensive for users. Projects selected for IIC/IIC-ARPA program will help communities modernize their local transportation networks and/or provide regionally significant improvements for the changing needs of 21st century.

Increase Investments in Transportation – Growing and maintaining the County's transportation systems will require more money. Increased investment will help our economy grow and make communities more livable. Projects selected for IIC/IIC-ARPA leverage local resources to support infrastructure and using state and federal funds to implement transportation improvements.

The following is a representative but not exhaustive list of the types of projects eligible for Invest in Cook-ARPA funding:

- Transit Improvement Projects
  - Transit Studies and Needs Assessments
  - Transit Facility Improvements or Equipment Improvements
  - Fleet retrofits and electrification
  - Paratransit opportunities
- Transit Service Enhancements or Improving Transit Accessibility
- Bicycle and Pedestrian Facility Projects
  - Bicycle or Pedestrian Master Planning
  - Adding Bike Lanes
  - Traffic Calming/Road Diets
  - Multi-Use Trails
  - Filling Sidewalk Gaps

    - Intersection Safety Improvements
    - ADA-Related Improvements
- Freight Projects
    - Truck Route Planning
    - Increased Viaduct Clearance
    - Safety improvements to Highway-Rail Grade Crossings
    - Roadway-Rail Grade Separations
    - Roadway Improvements on Truck Routes and High Truck Traffic Road Segments
    - Railroad Improvements
    - Environmental needs assessments
- Traffic Flow Improvement Projects
    - Eliminating Bottlenecks
    - Intersection Improvements and Modernization
    - Interconnected Signal Technologies
- Bridge Improvements
- Demonstration Projects for New Technology
    - First mile/last mile gap studies
    - Electric Charging Stations
    - ITS
    - Service Improvements to Existing Routes
- Corridor Studies
- Economic Development Projects
    - Transit Oriented Development Plans
    - Transportation Improvements to Support Local Business Districts
    - Local Comprehensive Transportation Plans
- Rain Readiness and Stormwater Management Plans
- Stormwater and Drainage Improvements
- Other Projects – Please consult with County Staff to determine eligibility

As the projects develop, feasibility and needed funding levels can change and some revisions to the programmed projects can be expected. DOTH staff will work with Subrecipient staff to review any potential revision to the list of selected projects and award amounts and proceed upon mutual agreement.

E. WORKPLAN

1. Phase I Engineering
    a. Unless otherwise agreed to by the Parties in writing, any phase I engineering services to be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process.
    b. Upon request by the County, the Subrecipient will provide the County with copies of any and all deliverables produced by the Subrecipient's consultant(s) and submitted to the Subrecipient, including, but not limited to:
        i. Any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits, and special provisions.
    c. The Subrecipient will provide not less than fourteen calendar days in advance written notice to the County of any public meetings or hearings held as part of the project.
    d. The Subrecipient will provide the County with one paper copy and an electronic copy of any Project Development Reports completed as apart of the project.

2. Phase II Engineering
    a. Unless otherwise agreed to by the Parties in writing, any phase II engineering services to be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process. Services to be performed as part of the project, including, but not limited to:
        i. Preparing preliminary, pre-final, and final construction plans;
        ii. Specifications;
        iii. Special provisions and cost estimates.
    b. The Subrecipient or its consultant(s) will submit construction plans, specifications, special provisions and cost estimates for a project improvement to the County at the following stages of preparation:
        i. 60% Complete – Preliminary;
        ii. 100% Complete – Final.
    c. The County may review the construction plans, specifications, special provisions and cost estimates and offer comments and/or objections, which the Parties will work cooperatively to address and resolve. If the Subrecipient does not receive comments from the County within forty-five calendar days of receipt thereof, the lack of response will constitute approval.
3. Construction/Implementation Work
    a. Project construction/implementation work will be performed by a qualified contractor(s) under contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process. In awarding and administering any construction contract(s), the Subrecipient shall comply with all applicable local, state and federal laws and regulations. Any construction work to be completed by the Subrecipient forces shall be agreed to be the Parties in writing.
    b. The Subrecipient will provide not less than fourteen calendar days' in advance written notice to the County prior to any pre-construction meetings and not less than seven calendar days' advance written notice the County prior to the commencement of any construction work on the project.
    c. The County acknowledges that the Subrecipient is self-insured. The Subrecipient will require its contractor(s), subcontractor(s), and/or vendor(s) to procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of work by its contractor(s), vendor(s), agent(s), representative(s), employees or subcontractor(s). Work must not commence until an insurance required by this section has been obtained. All insurers must possess an A.M. rating of A- VII or better and be authorized to do business in the State of Illinois.
    d. The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of any project improvements. The County may assign personnel to perform inspections on behalf of the County and will deliver written notice to the Subrecipient advising the Subrecipient as to the identity of the individual(s) assigned to perform said inspections.
    e. The Subrecipient will provide not less than fourteen calendar days' advance written notice to the County prior to final inspection of any project improvements.
4. Phase III Engineering
    a. Unless otherwise agreed to by the Parties in writing, any phase III engineering services to be performed as part of the project will be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process.

b. Upon written concurrence from the County, the Subrecipient may elect to perform phase 3 engineering services for the project using its own resources and staff. Notwithstanding the foregoing, the County will not reimburse the Subrecipient for any administrative costs expended by the CoC, including staff salaries and wages, pertaining to phase III engineering services.
c. The County will periodically visit the construction sites to confirm that phase III engineering services for the project are being performed in a satisfactory manner. The Parties will work collaboratively to address and resolve any issues raised by the County regarding the performance of phase III engineering services.

5. Finances
    a. The Subrecipient agrees to pay all actual project related costs, including, but not limited to:
        i. Costs for engineering services;
        ii. Right-of-way and/or permit acquisition;
        iii. Construction/implementation;
        iv. Subject to reimbursement by the County as hereinafter stipulated.
    b. Further information regarding reimbursement and fiscal reporting requirements will be found in Exhibit C of this document.
6. Maintenance
    a. As used herein, the terms “maintenance” or “maintain” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and replacement of the maintained facility when needed.
    b. Before, during and after completion of construction for any of the project improvements, the Subrecipient will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority, in a manner satisfactory to the County and Federal Highway Administration (the “FHWA”). The County will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority, in a manner satisfactory to the FHWA.
    c. The Subrecipient will maintain, or cause to be maintained, any infrastructure constructed or improved as part of the IIC-ARPA program, in compliance with the Americans with Disabilities Act (ADA), Public Right of Accessibility (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include grinding, removal and replacement of sidewalks, and removal of weeds and/or debris. The Parties agree that the County shall not own, operate or maintained, or cause to be maintained, any infrastructure constructed or improved as part of the program.
    d. It is agreed to by the Parties that the maintenance obligations described in this section will survive the termination of this agreement.

F. BUDGET

Cook County will provide reimbursement to the Subrecipient for eligible expenditures up to a max participation of $150,000 of ARPA funds for services rendered through December 31, 2026.Reimbursements for work already performed within the period of performance of this contract will be processed upon execution of this agreement. Further details on annual payments, including regarding the process to receive advance funds, can be found in Exhibit D of this Agreement.

The approved budget for Insert Project Name can be found below. This budget is liable to change based on project(s) schedules.

Subgrantee Indirect Cost Rate								
Items	**Account Description**		**2022**	**2023**	**2024**	**2025**	**2026**	**Total**
			$	$	$	$	$	$
			$	$	$	$	$	$
			$	$	$	$	$	$
Total			*$*	*$*	*$*	*$*	*$*	*$*

Budget Category	2022	2023	2024	2025	2026	Total
Personnel	$	$	$	$	$	$
Administrative Costs	$	$	$	$	$	$
Supplies and Materials	$	$	$	$	$	$
Direct Programming Costs	$	$	$	$	$	$
Maintenance	$	$	$	$	$	$
Rental and Leasing	$	$	$	$	$	$
Contractual Services	$	$	$	$	$	$
Capital Improvements and Construction	$	$	$150,000	$	$	$
Other Costs	$	$	$	$	$	$
Indirect Costs	$	$	$	$	$	$

G. MARKETING AND COMMUNICATION

Subrecipient must acknowledge Cook County and the Invest in Cook program when describing projects or programs funded in whole or in part with Cook County IIC-ARPA funds. Subrecipient and any additional recipients shall promote the Program to participants within Cook County. Flyer, advertisement, press release, and other templates will be approved by the County before publication; the Subrecipient may draw from that approved language for additional communications as needed. The rights and obligations of Subrecipient to design and market the Program are not exclusive, and Cook County may advertise and promote the Program, at its sole cost, as it deems necessary or desirable. Cook County achieves its mission through partnerships with states, local governments, community organizations, and others. Communicating the role of Cook County support increases public understanding of how we work with community partners to achieve our mission to lead and promote equitable economic growth and community development. As such, we require Subrecipients

to track and report on marketing and outreach activities. Reporting should include types of engagement and tactics used to share information about the programs.

Any publication produced with funds from this award must also display the following language: "This project is being supported, in whole or in part, by federal award number ALN 21.027 awarded to Cook County by the U.S. Department of the Treasury."

EXHIBIT B

PROGRAM REPORTING REQUIREMENTS

Subrecipients shall include applicable program reporting requirements in any sub award agreement

A. U.S. TREASURY REPORTING REQUIREMENTS

ARPA fund recipients are required to track specific performance indicators and programmatic data in order to comply with Program award reporting requirements, including a quarterly "Project and Expenditure" report, and an annual "Recovery Plan Performance Report." The Subrecipient permits the County and auditors to have access to its records and financial statements as necessary for meeting federal requirements. Funding expenditure records must also be kept for five years after all funds have been expended or returned to Treasury.

Each SLFRF project must be aligned to a single Treasury Expenditure Category, as identified by Cook County, and will require specific reporting data based on that category.

Type	Metric	Collection Timeframe	Data Owner	Data Type
Treasury-Required	Total Funds Obligated and Expended ($)	Quarterly	Project Lead	Numeric

To determine whether the Party is meeting performance expectations, the County has set and will monitor performance goals, indicators, targets, and baseline data. The Subrecipient will be responsible for tracking project progress and providing regular updates to the County for inclusion in County reporting.

Type	Metric	Collection Timeframe	Data Owner	Data Type
Program Specific	Geographic disbursement of infrastructure funds	Monthly	Project Lead	Text
Program Specific	# of projects submitted in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of projects awarded in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of projects completed in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects submitted	Monthly	Project Lead	Numeric

Program Specific	# of pedestrian and bike infrastructure projects awarded	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects completed	Monthly	Project Lead	Numeric

EXHIBIT C

MONITORING AND FISCAL REPORTING

Subrecipients shall include applicable monitoring and fiscal reporting requirements in any sub award agreement

Given the nature of the ARPA Program and the imperative to get assistance to County residents who are in need, significant monitoring and compliance controls have been built into the front-end management of the program to ensure financial integrity and accuracy. Embedded monitoring and compliance measures include but are not limited to:

- Establishing performance metrics and standardizing administrative reporting
- Establishing a clear program governance
- Managing and overseeing program cash flow
- Regular review and monitoring of expenditures to ensure compliance with Treasury parameters

In order to help ensure that Treasury Guidance and DOTH policy are being followed, DOTH will receive regular reporting from the VILLAGE OF LEMONT (See Exhibit B for details). In addition, reviews of the Program will be performed, and regular contact with the VILLAGE OF LEMONT will be maintained to both maximize the Program's coordination and adhere to federal guidelines.

The federal Uniform Guidance, 2 CFR 200.332(d), requires that pass-through entities "monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." As a direct recipient of federal funds for State and Local Fiscal Recovery, and as a pass-through entity providing federal funding to Subrecipients delivering the program, DOTH, as authorized by Cook County, is responsible for monitoring its subrecipients and their use of federal funds in a manner that conforms to ARPA spending rules.

- RESPONSIBILITY

  DOTH or their designee will be responsible for arranging monitoring and compliance activities for the Invest in Cook Expansion. The Bureau of Administration will also conduct a formal review to satisfy County requirements and ensure compliance is being maintained.

- FREQUENCY

  Monitoring the VILLAGE OF LEMONT and their activities shall be conducted at the discretion of DOTH. At a minimum, DOTH will perform periodic compliance monitoring reviews of the VILLAGE OF LEMONT's activities. DOTH's designated representative can choose to perform sporadic monitoring if they deem it necessary, and can use the meetings for financial, programmatic or compliance review purposes. Irrespective of DOTH's official monitoring review, DOTH will supplement the basic monitoring activities with the weekly reporting requirements from the VILLAGE OF LEMONT.

- OBJECTIVE AND SCOPE

  DOTH will monitor the activities of the VILLAGE OF LEMONT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pursuant to 2 CFR 200.332(d), the scope of monitoring of a subrecipient must include, but is not limited to:

1. Reviewing financial and performance reports
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the VILLAGE OF LEMONT from DOTH detected through audits, on-site reviews, and written confirmation from the VILLAGE OF LEMONT highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the VILLAGE OF LEMONT from DOTH as required by 2 CFR 200.521.
4. Resolving audit findings specifically related to the subaward. DOTH is not responsible for resolving crosscutting findings. If the VILLAGE OF LEMONT has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- METHODS

Cook County **may** employ, but is not limited to, the following monitoring tools:

Examples:

- *Evaluate the continued viability of project components and offer assistance and/or workout plans when necessary and feasible*
- *Provide the VILLAGE OF LEMONT with training and technical assistance on program-related matters*
- *Perform on-site reviews of the VILLAGE OF LEMONT's program operations;*
- *Review administrative and financial management procedures, internal controls, and make recommendations where needed;*
- *Evaluate the accounting applications including, general ledgers, cash receipts/revenue, cash disbursements/expenses, payroll, financial reporting and property and equipment*

- REMEDIES FOR NONCOMPLIANCE

In the course of monitoring, if Cook County determines that the VILLAGE OF LEMONT is noncompliant with the federal statutes, regulations, or the terms and conditions of the federal award, or with DOTH policies, DOTH may attempt to resolve issues of non-compliance by taking one or more of the following actions:

1. Recommending corrective actions,
2. Asking the VILLAGE OF LEMONT to provide a "Corrective Action Plan" (CAP),
3. Providing technical assistance, or
4. Modifying the agreement to include requiring prior approval for certain activities, more frequent communication, or requiring new or additional reporting from the VILLAGE OF LEMONT.

If Cook County determines that noncompliance cannot be remedied through these means, the County may take one or more of the following actions, subject to the applicable notice and cure periods stipulated in the Agreement:

- Temporarily withholding reimbursements pending correction of the deficiency, or
- Requiring Subrecipient to reimburse costs deemed ineligible by DOTH.

If DOTH suspects instances of fraud or misconduct, or determines that the Subrecipient is unable or unwilling to undertake the corrective actions recommended (subject to Defaults, Remedies, Termination and other legal and equitable rights of the County stipulated in the Intergovernmental Agreements) DOTH may take one or more of the following actions, in consultation with Treasury, which may be dependent on the type of deficiency and the seriousness of the deficiency:

1. Disallow all or part of the cost of the activity or action not in compliance,
2. Wholly or partly suspend or terminate the federal funding,
3. Terminate administrative arrangement with Subrecipient, or
4. Take other remedies that may be legally available.

If DOTH deems the non-compliance event to be severe, they reserve the right to escalate a response to the County's Inspector General or the Office of Human Rights. Allegations of monetary or non-monetary offenses must receive a response within 30 days of the finding(s). Material damages resulting from a breach of contract are immediately recoverable by DOTH.

- EXPENSE TRACKING

As a Subrecipient, the VILLAGE OF LEMONT will adhere to Cook County's grant policies with respect to the tracking of program expenditures and the transfer of funds. Cook County reserves the right to update and modify the process by which funds are delivered based on the subrecipient's risk profile and demonstrated ability to meet the program's goals, objectives, reporting, and compliance requirements.

Program funds are anticipated to be distributed to subrecipients on a reimbursement basis. The County, at its discretion, may elect to provide a Subrecipient with a portion of their funding as an advance in some cases.

A Subrecipient seeking reimbursement for non-payroll expenses incurred within the administration of the Invest in Cook Expansion should share the following items at the end of each month with DOTH for each expense item. If a subrecipient has received funding in advance, the Subrecipient shall share this information within one month of the expenditure.

Table I. - Expense Documentation Requirements

Documentation	**Purpose**	**Example (s)**

Original Invoice	Proof of purchase	Expense receipt, invoice
Date of Invoice	Incurred during eligible period	Invoice, proof of payment
Expense Description	Eligibility review	Invoice, written description
Vendor	Source of purchase	Invoice, proof of payment
Expense Amount	Total request reimbursement	Total listed on invoice
Proof of Payment	Proof of payment by entity	Bank statement, check statement, general ledger, copy of check
Budget Category	Administrative	Administrative

In addition to an Excel summary of the expenses, all physical copies of monthly invoices should be incorporated into a single PDF document and all corresponding copies of their proof of payment should be incorporated in a separate PDF document. Subrecipients should highlight each expense they are seeking reimbursement for in an easily identifiable manner on the invoice and the proof of payment, respectively (i.e., highlights).

DOTH has the discretion to evaluate expenses and reject those that were incurred outside the eligible period, are not an eligible administrative expense, or that are not clearly connected to the execution of the Invest in Cook Expansion. Additionally, failure to provide the requisite expense documentation listed in the table above each month (or reasonable alternatives) may inhibit the Subrecipient from receiving reimbursement or may delay reimbursement.

Expenses that prompt a Subrecipient unexpectedly to exceed its projected budget will require an additional written explanation for why the expenses were necessary, how they were related to administering the Invest in Cook Expansion, and why they were not included in the original budget. DOTH will decide whether to reimburse such an expense.

- PAYROLL TIMEKEEPING

For Payroll reimbursement, the Subrecipient is responsible for tracking employees' working hours dedicated to the Invest in Cook Expansion. The VILLAGE OF LEMONT will track the hours applied directly to the program and share their payroll reimbursement requests on a monthly basis. The required documentation for each employee is specified below:

a. Employee name
b. Employee title
c. Hourly rate
d. Number of hours worked, and
e. Overview/Description of program activities

In addition to a document noting the items listed above, a formal payroll report from a Subrecipient's payroll system must be produced that covers the month duration for which the Subrecipient is seeking reimbursement.

Hours not directed to the Invest in Cook Expansion should not be included in the reimbursement request. DOTH shall seek repayment for any erroneous reimbursements.

- INVOICE SUBMISSION

The VILLAGE OF LEMONT must provide the following information to seek reimbursement for program costs (See the Appendix, Attachment A for Templates):

- Expense Summary Form,
- Payroll Report Form,
- Itemized Invoice Report Form
- Invoices, receipts, proof of payment, and/or payroll registers.

These expenses (payroll and non-payroll) will be measured against each projected budget and evaluated for eligibility. Any errors will be annotated and returned to the VILLAGE OF LEMONT for correction prior to reimbursement.

Attachment A

Required documents from subrecipients for expense reimbursement

Sample Reimbursement Summary Form:

CC.ESR.01.2022

Expense Summary Report

The following form captures the Subrecipient's prior period's expense incurrence details (cadence rooted in Subrecipient's Risk Assessment). This form must be submitted within 30 days of the month being reported here (unless otherwise communicated). The inputs in Budget Category should align with the budgetary categories agreed upon between the County and the Subrecipient. This report does not absolve the Subrecipient from the requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the backup documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.

Subrecipient Information			
Project Title:			
Subrecipient Name:		**Subrecipient Address:**	
Unique Entity ID (formally DUNs)**:**		**Agreement Term:**	
Incurrence Period Covered:		**Date Submitted:**	

Budgetary Category	Approved Budget*	Activity Balance**	Expended Amount~	Residual Balance
Capital Improvements & Cons				
Select				
Select				
Select				
Select				
Select				
Select				
Select				
Totals:				

Attach additional sheets as necessary.

*Total Fiscal Year Budget. This should remain the same on all subsequent submissions for that fiscal year (unless a budgetary change is agreed upon).

**Amount of funds the entity had remaining from their approved budget before this report. If this is 1st submission, Activity Balance should equal Approved Budget.

~Expended Amount should only be expenditures of this incurrence period covered (not total expenditures to-date). Residual balance will be Activity Balance minus the Expended Amount.

Advancement Drawdown Details (If Applicable)	
Total Advanced Funds Provided To-Date:	
Total Expenditures Reported To-Date (Inclusive of expenditures in this report):	
Total Outstanding Advance To-Date (Advance Provided minus Expenditures Reported):	

Subrecipient Certification			
I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.			
Chief Financial Officer (or equivalent) Name:		**Date:**	
Chief Financial Officer Signature:			

County Program Lead Approvals					
Enter Program ID:		Enter Subrecipient's risk level:		Select	
Subrecipient Submitted all prior required docs:				Select	
County Department Name:		County Department #:			
Program Lead Name:		Program Lead Signature:		Date Signed:	
Dept. Fiscal Lead:		Dept. Fiscal Lead:		Date Signed:	

*The following form must be submitted as a package along with the Payroll Report and the Itemized Invoice Report. *

Sample Personnel Costs Form:

CC.PR.01.2022

Payroll Report

The following form is intended to assist the Subrecipient in providing payroll incurrence details for employees working on the project. This report does not absolve the Subrecipient from requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the 5 subsequent years. The total for column 'C' should equal the payroll line-item amount for the same reporting period on the Expense Summary Report.

Subrecipient Information			
Project Title:			
Subrecipient Name:		Subrecipient Address:	
Unique Entity ID*:		Agreement Term:	
Incurrence Period Covered:		Date Submitted:	

** Formally known as the entity's DUNs number*

Employee Name	Title	A	B	C
		Gross wages paid for pay period	% of hours worked on project	Total project wages
				A*B
Totals:				

Attach additional sheets as necessary.

Subrecipient Certification			
I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.			
Chief Financial Officer (or equivalent) Name:		Date:	
Chief Financial Officer Signature:			

* The following form must be submitted as a package with the Expense Summary Report and the Itemized Invoice Report. *

Sample Other Costs Form:

CC.IIR.01.2022

Itemized Invoice Report

The following form captures Subrecipient incurrence details (cadence rooted in Subrecipient's Risk Assessment) with a list of invoices that can be referenced in the future, if further auditor reviews are needed. The incurrences should be tracked relative to the Budgetary Categories agreed upon between the County and the Subrecipient (with total amounts equaling the budgetary totals reflected in the Expense Summary Report). This report does not absolve the Subrecipient from requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the backup documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the 5 subsequent years.

Subrecipient Information			
Project Title:			
Subrecipient Name:		**Subrecipient Address:**	
Unique Entity ID (formally DUNs):		**Agreement Term:**	
Incurrence Period Covered:		**Date Submitted:**	

Vendor Name	Budget Category	Invoice Date	Check Number	Invoice Amount	Requested Amount
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
			Totals:		

Attach additional sheets as necessary.

Subrecipient Certification			
I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with the approved budget, and that backup documentation for the details herein have been maintained and will be procured in the event of a County request.			
Chief Financial Officer (or equivalent) Name:		**Date:**	
Chief Financial Officer* Signature:			

* This form must be submitted as a package with the Expense Summary Report and the Payroll Report.*

EXHIBIT D
Request for Advance of Grant Funds

The following form affords organizations in need of an advance of funds to request them from the County to perform program activities. The information should be provided by the subrecipient and shared with the County Program Lead. The information below is required before an advance of funds can be initiated.

Sample Advance Form:

CC.ARF.01.2022

Advancement Request Form

This form allows organizations in need to request an advance from the County. The information requested under blue header sections must be provided. This completed form is required before an advance can be made. Subrecipients must retain and protect the backup documentation (invoices and proof of payment) incurred against this advance for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.

Subrecipient Information			
Project Title:			
Subrecipient Name:		Unique Entity ID*:	
Subrecipient Address:		Agreement Term: *No advance may be made within 3 months of the end of Agreement Term*	

* Formally known as the entity's DUNS number

Amount Requested	
Amount Requested:	

Basis of Need Explanation

Subrecipient Certification

I hereby certify this request is being made with full intent to expend funds consistent with ARPA and County compliance and eligibility standards, and the approved budget. I certify the funds will only be used for costs applicable to the program herein. I certify I have the authority to submit this request on behalf of the organization I represent. I understand providing false information will subject my organization or municipality to termination from the above referenced program(s) and that there may be additional penalties including, but not limited to, referral to the appropriate law enforcement agencies for filing of criminal charges. 18 U.S.C. § 1001 makes it a felony to knowingly, and willfully, make materially false statement on a matter within the jurisdiction of any Federal agency. I understand knowingly and willfully making a materially false statement or concealing a material fact could subject me to a fine or imprisonment of up to 5 years, or both. I certify I have read Cook County's Policy on Advances, and I understand and accept the risks and responsibilities associated with this advance. Any misuse of funds could result in the termination of the Subrecipient Agreement and will require the organization to refund the County those amounts. Any advanced funds not yet spent by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

Subrecipient Signature			
Chief Financial Officer (or equivalent) Name:		Date:	
Chief Financial Officer Signature:			

For Use by County Departments Only			
Enter Program ID:		Enter Subrecipient's risk level:	Select
Enter Subrecipient's Fiscal Year (FY) allocation:		% of FY allocation this request represents:	
Is amount requested within allowable parameters?	Select	What is the Subrecipient's Supplier Number?	
What number advance is this request?		Date of last advance:	
Aggregate amount of all prior advances:		Did Subrecipient signatory attend fiscal trainings?	Select
Subrecipient complied with expense sharing requirements and cadences prior to this request?			Select
County Department Name:		County Department #:	
Program Lead Name:		Program Lead Signature:	Date Signed:
Dept. Fiscal Lead Name:		Dept. Fiscal Lead Signature:	Date Signed:

For Use by Department of Budget and Management Only			
Budget Director Name:		Budget Dir. Signature:	Date Signed:
☐ Approve ☐ Deny	Reason:		

EXHIBIT E
Data Privacy Guidelines and Requirements

Subrecipients shall include data privacy guidelines and requirements in any sub award agreement.

Unauthorized access, use, or disclosure of personally identifiable information ("PII") can seriously harm both individuals, by contributing to identity theft, blackmail, or embarrassment, and the organization, by reducing public trust in the organization or creating legal liability. PII includes any information that reveals or may reveal an individual's identity such as: name, social security number, date and place of birth, mother's maiden name, biometric records, or any other information linked or linkable to an individual, such as medical, educational, financial, and employment information or as otherwise defined in the Illinois Personal Information Privacy Act. The business practices of Cook County and its County Agencies as well as subrecipients must conform to with the necessary data privacy requirements, standards, and operational controls to ensure conformity with legal and regulatory requirements, county ordinances, and business requirements, including:

- Illinois Personal Information Protection Act (815 ILCS 530/)
- Illinois Biometric Information Privacy Act (740 ILCS 14/)
- CJIS—Criminal Justice Information Services Security Policy v5.9.1 (released June 2022)
- HIPAA—Health Insurance Portability and Accountability Act (164.308 Administrative Safeguards, 164.312 Technical Safeguards)
- NIST Special Publication 800-53r4 Security and Privacy Controls for Federal Information Systems and Organizations
- NIST Special Publication 800-122 Guide to Protecting the Confidentiality of Personally Identifiable Information
- NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization
- 2 CFR § 200.303 - Internal controls.

Subrecipient shall develop and maintain standard operating procedures that meet the following criteria:

- Identify all PII residing within their organization or under the control of their organization through a third party to ensure all PII is protected.
- Document, review, and ensure that there are security measures implemented and maintained to protect data from unauthorized access, acquisition, destruction, use, modification, or disclosure.
- Implement measures to comply with breach notification requirements outlined in the Illinois Personal Information Protection Act.

A. Fair Information Practices

Privacy is much broader than just protecting the confidentiality of PII. The protection of PII and the overall privacy of information are concerns both for individuals whose personal information is at stake and for organizations that may be liable or have its reputation damaged should such PII be inappropriately accessed, used, or disclosed. To establish a comprehensive privacy program that addresses the range of privacy issues that Cook County may face, Subrecipient should take steps to establish policies and procedures that address all fair information practices.

Collection Limitation—There shall be limits to the collection of personal data by the Subrecipient and any such data shall be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject. Data collection shall be limited to only the data required to effectuate the stated purpose for which it is collected.

Data Quality—Personal data collected shall be relevant to the purposes for which they are to be used, and, to the extent necessary for those purposes, shall be accurate, complete, and kept up to date.

Purpose Specification—The purposes for which personal data are collected by the Subrecipient shall be specified not later than at the time of data collection and the subsequent use limited to the fulfillment of those purposes or such others as are not incompatible with those purposes and as are specified on each occasion of change of purpose.

Use Limitation—Personal data shall not be disclosed, made available, or otherwise used for purposes other than those specified, except with the consent of the data subject or by the authority of law.

Security Safeguards—Personal data shall be protected by the Subrecipient through use of reasonable security safeguards against such risks as loss or unauthorized access, destruction, use, modification, or disclosure of data.

Openness—The Subrecipient shall have a general policy of openness about developments, practices, and policies with respect to personal data. Means shall be readily available for establishing the existence and nature of personal data, and the main purposes of their use, as well as the identity and usual residence of the data controller.

Individual Participation—An individual shall have the right: (a) to obtain from a data controller, or otherwise, confirmation of whether or not the data controller has data relating to him or her; (b) to have communicated to him or her, data relating to him or her within a reasonable time; at a charge, if any, that is not excessive; in a reasonable manner; and in a form that is readily intelligible to him or her; (c) to be given reasons if a request made under subparagraphs (a) and (b) is denied, and to be able to challenge such denial; and (d) to challenge data relating to him or her and, if the challenge is successful, to have the data erased, rectified, completed, or amended.

Accountability—The Subrecipient shall utilize or name a data controller who shall be accountable for complying with measures which give effect to the principles stated above.

> For the purposes of this agreement, "Data Collector" or “Data Controller” may include, but is not limited to, government agencies, public and private universities, privately and publicly held corporations, financial institutions, retail operators, and any other entity that, for any purpose, handles, collects, disseminates, or otherwise deals with nonpublic personal information.

B. Accounting of Disclosures

1. The Subrecipient shall keep an accurate accounting of disclosures of information held in each system of records under its control, including:

   a. Date, nature, and purpose of each disclosure of a record; and

   b. Name and address of the person or agency to which the disclosure was made.

2. Subrecipient shall retain the accounting of disclosures for the life of the record and thereafter according to the Agreement record retention requirements; and

3. Subrecipient shall make the accounting of disclosures available to the person named in the record upon request.

C. Consent

1. Subrecipient shall provide means, where feasible and appropriate, for individuals to authorize the collection, use, maintaining, and sharing of PII prior to its collection; and

2. Subrecipient shall appropriate means for individuals to understand the consequences of decisions to approve or decline the authorization of the collection, use, dissemination, and retention of PII; and

3. Subrecipient shall obtain consent, where feasible and appropriate, from individuals prior to any new uses or disclosure of previously collected PII; and

4. Subrecipient shall ensure that individuals are aware of and, where feasible, consent to all uses of PII not initially described in the organization's public notice posted on its website or in its policies that was in effect at the time the organization collected the PII.

D. Privacy Notice

1. Subrecipient shall provide effective notice to the public and to individuals regarding:

a. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
b. Authority for collecting PII; and
c. The choices, if any, individuals may have regarding how the organization uses PII and the consequences of exercising or not exercising those choices; and
d. The ability to access and have PII amended or corrected if necessary.

2. The Subrecipient shall describe:

a. The PII collected and the purpose(s) for which it collects that information; and
b. How the Subrecipient uses PII internally; and
c. Whether the County Agency shares PII with external entities, the categories of those entities, and the purposes for such sharing; and
d. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and
e. How individuals may obtain access to their PII; and how PII will be protected.

3. The Subrecipient shall publicly post a Privacy Notice that clearly states the purpose for which it uses PII. Subrecipient shall revise the Privacy Notice as needed to reflect changes in practice or policy in how PII is used or handled, before or as soon as practicable after the change.

E. Internal Use

The Subrecipient shall only use PII internally and only for a legitimate purpose as stated in the Illinois Personal Information Protection Act and the organization's public-facing Privacy Notice.

F. Information Sharing with Third Parties

1. The Subrecipient may share PII with third parties only upon consent of the individual and only for a legitimate purpose as stated in the Illinois Personal Information Protection Act; and

2. The Subrecipient shall monitor, audit, and train its staff on whether PII is authorized to be shared with third parties, how that data is to be transferred, and on the consequences of unauthorized use or sharing of PII; and

3. The Subrecipient shall evaluate any proposed new instances of PII to be shared with third parties to assess whether sharing is authorized and whether additional public notice concerning data privacy on its website or in its policies is required.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

(This form is required for Subrecipient/Sub award funding of more than $100,000)

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____
Signature of Subrecipient's authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
JENNIFER "SIS" KILLEN, P.E., PTOE
SUPERINTENDENT
69 West Washington Street, 24th Floor ● Chicago, Illinois 60602 ● (312) 603-1601

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

October 3, 2023

George J. Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439

RE: Invest in Cook Program Expansion Implementation
Risk Assessment and Financial Management
Program Number: NT025
Organization Name**:** Village of Lemont

Dear Mr. Schafer,

Thank you again for joining the County in the administration of the ARPA Funded Invest in Cook Program Expansion.

We have recently completed the Risk Assessment Process and would like to share with you the results of our review. This assessment is a critical element of the County's subaward financial management as we work to ensure compliance with our grantor's terms. The risk determination dictates the level of financial monitoring required of your agency. Please note that a risk reassessment will be conducted on an annual basis and requirements may change after reassessment.

Based on the results of the County's risk assessment for your organization, the following is required:

Monitoring Activities:

Check-in Cadence: Minimum of **monthly to quarterly** check-ins with County to share program progress, updates and share programmatic questions/concerns.

Financial Reporting Activities:

Expense Sharing Cadence: **Monthly**, within 30 days of month being reported.
Expense Sharing Documentation: Expense Summary Report and the Itemized Invoice Report (Invoices and proof of payment for all expenses must be submitted to County with each Itemized Invoice Report).

Please ensure you set your calendar to adhere to the financial reporting deadlines set forth above. If you have any questions, please do not hesitate to reach out to Laura McFadden at laura.mcfadden@cookcountyil.gov.

We look forward to working with you on this important effort.

Very truly yours,

Jennifer "Sis" Killen

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
Department of Transportation and Highways
Cook County, Illinois