Village of New Lenox
Community Development
1 Veterans Parkway
New Lenox, IL 60451
815.462.6490
815.462.6469(fax)
www.newlenox.net

the Village of New Lenox
"Home Of Proud Americans"

COMMUNITY DEVELOPMENT
ANNEXATION APPLICATION

(Requires Public Hearing)

☐ WITH ANNEXATION AGREEMENT ☐ WITHOUT ANNEXATION AGREEMENT

ADDRESS/DEVELOPMENT NAME:

PETITIONER INFORMATION:

PRIMARY CONTACT	MAILING ADDRESS	CITY, STATE, ZIP
PHONE #	E-MAIL ADDRESS	OTHER (CELL # / FAX #)

SITE INFORMATION:

SITE ADDRESS OR LOCATION	ACRES	PROPERTY ID # (PIN)
EXISTING LAND USE	CURRENT UNINCORPORATED ZONING	
BRIEF DESCRIPTION OF DEVELOPMENT (REQUESTED ACTION)*		

*Attach additional sheets if necessary

OTHER APPLICANT AND INTERESTED PARTIES:

	NAME	COMPANY	MAILING ADDRESS	PHONE # / E-MAIL
PETITIONER				
OWNER				
DEVELOPER(S)				
LAND PLANNER				
ENGINEER				
AGENT/ATTORNEY				

SURROUNDING ZONING AND LAND USE:

	ZONING	JURISDICTION (VILLAGE OR COUNTY)	LAND USE
NORTH			
SOUTH			
EAST			
WEST			

SPECIAL NOTE TO PETITIONERS:

A. For multiple requests filed simultaneously with an Annexation Application, the Annexation public hearing fee shall apply.

B. If the other requests also require a Security Deposit, only one Security Deposit is required, and the highest Security Deposit shall apply. Once the process is completed, as determined by the Village, and all outstanding bills have been paid, the Security Deposit will be returned to the Petitioner per the terms of the Professional Fee Agreement.

CHECKLIST OF REQUIRED ANNEXATION APPLICATION ITEMS:

- ☐ One (1) original completed "Annexation Application" form and 30 copies.
- ☐ One (1) original completed appropriate "Petition for Annexation" signed by all of the owner(s) of record and 30 copies.
- ☐ Thirty (30) copies of an Annexation Plat of Survey of the subject property prepared and signed by an Illinois licensed land surveyor with dimensions accurately portraying the proposed request (folded to 9" x 12") and three (3) copies reduced to 11" x 17".
- ☐ Legal description of the property in Microsoft Word format and e-mailed to the Community Development Department at jsmith@newlenox.net and/or phansen@newlenox.net.
- ☐ Five (5) copies of the proposed Annexation Agreement (if applicable).
- ☐ If the Annexation Agreement involves a Concept Plat, submit forty-five (45) full-sized copies (folded to 9" x 12") and three (3) copies reduced to 11" x 17".
- ☐ List of names and addresses of each property owner within 250 feet as found at the Will County Recorder's Office (158 N. Scott Street, Joliet, IL 60432).
- ☐ Payment of the appropriate review fee.
  0 - 5 acres = $700 | 11 - 50 acres = $1,500 + $50 per acre | 101 - 320 acres = $3,500 + $30 per acre
  6 - 10 acres = $100 + $75 per acre | 51 - 100 acres = $2,500 + $40 per acre | Over 320 acres = $25 per acre
- ☐ Payment of the $600 public hearing fee. An additional $250 is required on corner lots. If frontage exceeds 500 feet additional signs may be required. (See Note A on page 1 if filing multiple requests).
- ☐ Payment of the $250 Annexation Agreement review fee (if applicable).
- ☐ Completion of the "Professional Fee Agreement" form and payment of the $1,000 Security Deposit. (See Note B on page 1 if filing multiple requests).
- ☐ Completion of the "Affidavit of Owner's Consent" form (if the petitioner is not the owner of record).
- ☐ Completion of the "Sign Posting Authorization" form.
- ☐ One (1) original completed "Disclosure of Beneficiaries" form and one (1) copy.

I,_____, the Petitioner, hereby appeal to the Corporate Authorities of the Village of New Lenox, Will County, Illinois, for annexation in accordance with the information provided in this application. I certify that the information and statements contained in this application and the documents submitted herewith are true and factual to the best of my knowledge.

I further understand that it is the Petitioner's responsibility to notify all land owners within 250 feet at least 10 days prior to the public hearing via certified mail, with return receipt, of the time, place and date of any Plan Commission hearings regarding this application. I realize that the date of the meeting will be established and the Primary Contact will be notified after a complete application is accepted by the Community Development Director or designee.

I understand that all correspondence from Village staff, including Village consultants, will be directed to the Primary Contact. It will be the Primary Contact's responsibility to inform all other interested parties of any correspondence and the status of the application.

BY:_____
PETITIONER

Signed and sworn to before me on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
COUNTY OF WILL) SS
)

BEFORE THE CORPORATE AUTHORITIES OF THE
VILLAGE OF NEW LENOX, ILLINOIS

IN THE MATTER OF THE ANNEXATION OF)
CERTAIN TERRITORY TO THE VILLAGE)
OF NEW LENOX, WILL COUNTY, ILLINOIS)

PETITION FOR ANNEXATION

(Occupied Properties)

Now come the undersigned petitioners, being all the owners of record of all of the land hereinafter described, and being all of the electors residing thereon, and request the following land and territory be annexed to the VILLAGE OF NEW LENOX, ILLINOIS, said land and territory being legally described as follows:

INCLUDE FULL LEGAL DESCRIPTION

P.I.N. Number _____

The petitioners further state that the above described land and territory is not within the corporate limits of any municipality, but is contiguous to territory now within the village limits of the VILLAGE OF NEW LENOX, ILLINOIS.

Dated this _____ day of _____, A.D., _____.

_____ _____

_____ _____

_____ _____

STATE OF ILLINOIS)
COUNTY OF WILL) SS
)

_____, _____, _____,

_____, _____, _____,

each being first duly sworn on oath say that they are the owners of the territory described as aforesaid in the foregoing petition and they are all the electors residing therein, and that the matters alleged therein are true in substance and in fact to the best of their knowledge and belief.

_____ _____ _____

_____ _____ _____

Signed and sworn to before me on this _____ day of _____, A.D., _____.

_____
Notary Public

(Seal)

PETITION FOR ANNEXATION
(Unoccupied Properties)

VILLAGE OF NEW LENOX

UNDER ILLINOIS REV. STAT. C24, P7-1-8

TO: THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF NEW LENOX,
WILL COUNTY, ILLINOIS

THE PETITIONER(S): _____

RESPECTFULLY STATE(S) UNDER OATH:

1. Petitioner(s) is/(are) the sole owner(s) of record of the following legally described land (hereinafter sometimes referred to as the "tract") comprising approximately _____ acres, bounded by: _____ _____, and being legally described as follows:

INCLUDE FULL LEGAL DESCRIPTION

P.I.N. Number _____

2. The tract is not situated within the corporate limits of any municipality, but is contiguous to territory now within the village limits of the Village of New Lenox.

3. There are no electors residing in the tract.

Petitioner(s) respectfully request(s):

1. That the above described tract be annexed to the Village of New Lenox by Ordinance of the Mayor and Board of Trustees of the Village of New Lenox pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended.

2. That such other action be taken as appropriate regarding the premises.

PETITION FOR ANNEXATION

Dated this _____ day of _____, 20_____.

OWNER(S): _____

_____

_____

STATE OF ILLINOIS)
COUNTY OF WILL)
)

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

(Seal)

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Affidavit of Owner's Consent

I, _____, being the owner of record of property located at _____, hereby grant permission to _____ to file (an) application(s) for _____ with the Village of New Lenox Community Development Department for proposed development concerning the above-referenced property.

Dated this ___ day of _____, 20___.

_____
Signature

Subscribed and sworn to before me this this _____ day of _____, 20__.

_____
Notary Public

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Sign Posting Authorization

I, _____, being the petitioner for application(s) for _____ _____ with the Village of New Lenox Community Development Department for proposed development concerning property located at _____ _____, hereby grant permission to the Village of New Lenox or its designee to erect signs on the above-referenced property for the purposes of satisfying the public hearing sign posting requirements of the New Lenox Village Code.

Dated this ____ day of _____, 20____.

_____
Signature

Subscribed and sworn to before me this this _____day of _____, 20____.

_____
Notary Public

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Disclosure of Beneficiaries

I. PETITIONER _____

NAME COMPANY

_____

ADDRESS

_____

CITY STATE ZIP CODE

II. NATURE OF BENEFIT SOUGHT: _____

_____

III. NATURE OF APPLICANT (please circle one of the following):

a. Natural Person
b. Corporation
c. Land Trust / Trustee
d. Trust / Trustee
e. Partnership
f. Joint Venture

IV. If the applicant is an entity other than described in Section 3, please state the nature and characteristics of the applicant: _____

_____

V. If your answer to Section 3 was letter b, c, d, e or f, identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses, or right to control such entity:

NAME **ADDRESS** **% INTEREST**

a. _____

b. _____

c. _____

d. _____

Note: If your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VI. PERSON MAKING THIS DISCLOSURE ON BEHALF OF THE PETITIONER:

_____
NAME CAPACITY

_____
ADDRESS

_____
CITY STATE ZIP CODE

VERIFICATION

I, _____, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the Petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained herein are true in both substance and fact.

BY: _____

Signed and sworn to before me on this ____ day of _____, 20____.

_____
NOTARY PUBLIC

(Seal)

NOTICE TO ADJOINING PROPERTY OWNERS

(SAMPLE LETTER)

DATE

NAME
ADDRESS
CITY, STATE, ZIP CODE

RE: P.I.N. NUMBER OF SUBJECT PROPERTY _____

DEAR PROPERTY OWNER:

PLEASE BE ADVISED THAT THE OWNERS OF _____ HAVE PETITIONED THE VILLAGE OF NEW LENOX FOR A _____ REQUEST. THIS APPLICATION HAS BEEN SUBMITTED BY _____ _____.

A PUBLIC HEARING IS SCHEDULED TO BE HEARD BEFORE THE NEW LENOX (PLAN COMMISSION OR ZONING BOARD OF APPEALS) ON _____DATE_____ AT ___TIME_____ AT THE NEW LENOX VILLAGE HALL, 1 VETERANS PARKWAY, NEW LENOX, ILLINOIS.

A COPY OF SAID APPLICATION MAY BE EXAMINED AT THE OFFICE OF THE VILLAGE DIRECTOR OF COMMUNITY DEVELOPMENT, 1 VETERANS PARKWAY, NEW LENOX, ILLINOIS. ALL PERSONS DESIRING TO APPEAR AND BE HEARD FOR OR AGAINST THE SUBJECT OF THIS HEARING MAY APPEAR AND BE HEARD THEREON.

_____

SIGNATURE

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Certification of Neighborhood Notification

I, _____, hereby certify that I have met the neighborhood notification requirements of the Village of New Lenox. All property owners within 250 feet have been notified (via certified mail) of my intentions to petition the Village of New Lenox for the following request(s):

_____

with regard to the property located at:

_____

As evidence of such notification, copies of the notification letters and returned receipts mailed to said property owners are attached, along with the return receipt certifications.

I understand that if such evidence is not submitted to the Village prior to the scheduled Plan Commission or Zoning Board of Appeals meeting, the application will not be heard at the scheduled meeting date. I also understand that if the appropriate property owners are not notified, no action will be taken on my application.

_____ _____

Signature Date

PROFESSIONAL FEE AGREEMENT

This Agreement entered into this _____ day of _____, 20___, between the **VILLAGE OF NEW LENOX**, a Home Rule Illinois Municipal Corporation (hereinafter referred to as "VILLAGE") and _____ (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, which is _____, the VILLAGE must have its professional staff analyze, review and comment upon and perform other services solely on the VILLAGE's behalf from the time of the inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's costs and expenses for professional staff services rather than impose the costs upon the VILLAGE residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE: PROFESSIONAL FEES. The DEVELOPER shall pay the VILLAGE any and all professional staff fees, costs and expenses incurred by the VILLAGE as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or the VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last.

The VILLAGE's professional staff includes, but is not limited to, its attorneys, engineers, land planners, landscape architects, arborists, traffic and transportation consultants.

Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the VILLAGE in conjunction with the project.

The VILLAGE's professional staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

DEVELOPER's Billing Address:

_____

_____

_____

SECTION TWO: SECURITY. Prior to the start of any work on the DEVELOPER's project, the DEVELOPER shall post with the VILLAGE cash or certified funds as security for the DEVELOPER's payment of such professional staff fees, costs and expenses, the sum of i) $500 for residential variances; ii) $5,000 for preliminary subdivision plats, preliminary planned unit development plats, final subdivision plats and final planned unit development plats; or iii) $1,000 for all other types of requests. The VILLAGE is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the VILLAGE until the project's completion.

SECTION THREE: PAYMENT. The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of one and one half percent (1 1/2%) per month. The VILLAGE may also direct that all professional staff and Village staff cease work on the project of the DEVELOPER until all statements are paid in full.

SECTION FOUR: COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FIVE: REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's in-house and professional staff solely represents the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER.

SECTION SIX: CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Professional Fee Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN: ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses.

SECTION EIGHT: SEVERABILITY. The invalidity of any paragraph or subparagraph of this Professional Fee Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION NINE: ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this

Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed to by the parties in writing.

Dated at New Lenox, Will County, Illinois, on the date written above.

VILLAGE OF NEW LENOX, a Home Rule Illinois Municipal Corporation

(Corporate Seal)

BY: _____
Mayor

ATTEST:

BY: _____
Village Clerk

DEVELOPER

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary