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
FINAL PLAT APPLICATION

SUBDIVISION/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 ZONING

BRIEF DESCRIPTION OF DEVELOPMENT (Describe and explain any variation from the preliminary plat)*

*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. Subsequent to the approval of the final subdivision plat, the Village Board will set the surety amount for the public improvements associated with the development. Once approved, the final plat is valid for 120 days. Within that 120-day period, the petitioner must submit the surety, pre-pay all water and sewer tap-on fees, and obtain all necessary signatures on the plat. The petitioner must record the final plat within 30 days of execution by the Village. This process is coordinated through the Village's Engineering Division.

B. For multiple requests filed simultaneously, 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.

C. Once the Final Plat has been recorded, a Mylar copy along with a digital file (PDF format) and AutoCAD files shall be submitted to the Community Development Department.

CHECKLIST OF REQUIRED FINAL PLAT APPLICATION ITEMS:

- ☐ One (1) original completed "Final Plat Application" form and 30 copies.
- ☐ Fifteen (15) full-sized plats (folded to 9" x 12") and three (3) copies reduced to 11" x 17".
- ☐ Fifteen (15) full-sized landscape plans (folded to 9" x 12") and three (3) copies reduced to 11" x 17".
- ☐ Eight (8) full-sized (folded to 9" x 12") civil engineering plans, which include the parkway tree plan, along with the following documents:

  1. Two (2) Engineer's of Probable Cost Estimate
  2. Two (2) Detention Calculations
  3. Two (2) Drainage Area Plans
  4. Two (2) Storm Sewer Sizing Calculations
  5. Two (2) Off-site Easement Plats (if applicable)
  6. Two (2) colored Field Tile Surveys/Plans

- ☐ One (1) 11" x 17" reduced copy indicating only streets, lot lines and lot numbers for addressing purposes.
- ☐ Payment of the $50 per lot review fee.
- ☐ Payment of the $150 + $25 per lot engineering review fee.
- ☐ Landscape plan review fee:

  Exterior parkway tree plan = $100.
  Storm water detention facility landscape plan = $750 per detention facility.
  Perimeter landscape area plan = $500 per 500 lineal feet of perimeter area or fraction thereof.

- ☐ Completion of the "Affidavit of Owner's Consent" form (if the petitioner is not the owner of record).
- ☐ Completion of the "Proposed Development Details" form and 30 copies.
- ☐ Completion of the "Open Space and Required School, Park and Village Donations" form and 30 copies.
- ☐ Completion of the "Professional Fee Agreement" form and payment of the $5,000 Security Deposit. (See Note B on page 1 if filing multiple requests).
- ☐ 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 a final plat 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 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)

Revised January 1, 2015

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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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Parkway Tree Guidelines

(Final Subdivision Plat, Final P.U.D. Plat)

For all residential final subdivision plats, the landscape and parkway tree plans must conform to the requirements specified in the Zoning Ordinance and Subdivision Code. In order for the parkway tree plan to be effectively implemented, the following criteria are emphasized:

1. The Subdivision Code and Zoning Ordinance require one tree for each 40 lineal feet of street length. After making this calculation, the exact number of required parkway trees will be known for the subdivision.

2. Trees planted shall be at least two and one-half (2½) inches in caliper measured six inches above grade. The species must be chosen from the list specified in the Subdivision Code. Due to Emerald Ash Borer Beetle, please do not include any ash trees.

3. The Subdivision Code and Zoning Ordinance require that trees be planted halfway between the curb and sidewalk, no less than 30 feet apart, at least 10 feet from all driveways, streetlights and fire hydrants. In order to provide for adequate intersection visibility, the Zoning Ordinance also requires that no tree be planted closer than 30 feet to the intersection of two right-of-way lines and/or edge of private road easements. The required number of parkway trees must then conform to these spacing and location requirements.

4. In order to ensure that the required number of parkway trees will meet the spacing and location requirements, the submitted parkway tree plan must overlay the utilities (e.g. water line, sewer line, manholes, fire hydrants, street lights, etc.) and proposed driveway / driveway apron locations. The Zoning Ordinance requires a minimum 20-foot wide driveway, but if larger driveways are anticipated, then these widths and aprons should be reflected on the parkway tree plan. The landscape architect may then need to coordinate the parkway tree plan with the engineer for the proposed subdivision.

5. After overlaying the utilities and driveways, the required number of parkway trees may not fit within the subdivision. However, this does not mean that the developer will not have to comply with the required number of parkway trees. The developer will have to then contact Village staff in order to discuss alternative planting areas, such as within the right-of-way along any required park sites and/or detention areas (if room is available).

6. In terms of parkway tree installation, the Subdivision Code mandates that on an annual or semiannual basis, the developer shall contract for the installation of parkway trees for all lots requiring parkway trees and that have received certificates of occupancy during that year. Planting will be done in the spring and/or fall of each year. Since the parkway trees are covered through the approved letter of credit, the Subdivision Code states that the developer is responsible for the planting. The planting responsibility cannot be transferred to the individual lot owners or home buyers.

The above guidelines are not an exhaustive list, as all of the requirements of both the Subdivision Code and Zoning Ordinance must be followed. If you have any questions, please contact the Community Development Department at (815) 462-6490.

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Preliminary/Final Plat Application

PROPOSED DEVELOPMENT DETAILS

General Land Use Data

	Res.	Office	Comm.	Ind.	Park	School	Other	Total
# of Acres								
% of Total								

Residential Density

	# of Units	Gross Acres	Gross Density	Net Acres	Net Density	Lot Size		
						Min.	Max.	Ave.
Single-Family								
Duplex								
Multi-Family								

Gross Acres = land area designated for use, including open space and right-of-way
Gross Density = number of dwelling units divided by the gross acres
Net Acres = land area designated for use, excluding open space and right-of-way
Net Density = number of dwelling units divided by the net acres

A. Describe any non-residential portion of the development: _____

_____

B. List any deviations from the Subdivision Ordinance, such as right-of-way width, easements, sidewalks, etc. _____

_____

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Preliminary/Final Plat

OPEN SPACE

	Acres to be Dedicated	Homeowners Association (acres)	Other (acres)	Total (acres)
Park Site				
Village Site				
School Site				
Private Facility				
Common Areas				
TOTAL				

REQUIRED SCHOOL, PARK AND VILLAGE DONATIONS

A. Required Elementary School District donation of _____ acres will be met by:
_____ Land _____ Cash _____ Land and Cash

B. Required High School District donation of _____ acres will be met by:
_____ Land _____ Cash _____ Land and Cash

C. Required Park District donation of _____ acres will be met by:
_____ Land _____ Cash _____ Land and Cash

D. Required Village donation of _____ acres will be met by:
_____ Land _____ Cash _____ Land and Cash

E. Private open space or recreational facilities include _____

_____

and will be maintained by _____

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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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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)

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