

# the Village of New Lenox

*"Home Of Proud Americans"*

## PLANNING DEPARTMENT ANNEXATION APPLICATION

(Requires Public Hearing)

WITH ANNEXATION AGREEMENT

WITHOUT ANNEXATION AGREEMENT

**PETITION/DEVELOPMENT NAME:**

<b>PETITIONER INFORMATION:</b>		
<u>PRIMARY CONTACT</u>	MAILING ADDRESS	CITY, STATE, ZIP
PHONE #	FAX #	E-MAIL ADDRESS
<b>SITE INFORMATION:</b>		
<u>SITE ADDRESS OR LOCATION</u>	ACRES	PROPERTY ID # (PIN)
EXISTING LAND USE	CURRENT UNINCORPORATED ZONING	
BRIEF DESCRIPTION OF DEVELOPMENT (REQUESTED ACTION) *		

\* Attach additional sheets if necessary

<b>OTHER APPLICANT &amp; INTERESTED PARTIES:</b>			
	NAME	COMPANY	MAILING ADDRESS
			PHONE # & FAX #
<b>PETITIONER</b>			
<b>OWNER</b>			
<b>DEVELOPER(S)</b>			
<b>LAND PLANNER</b>			
<b>ENGINEER</b>			
<b>AGENT/ATTORNEY</b>			

<b>SURROUNDING ZONING AND LAND USE</b>		
ZONING	JURISDICTION (VILLAGE OR COUNTY)	LAND USE
NORTH		
SOUTH		
EAST		
WEST		

**SPECIAL NOTE TO PETITIONERS:**

- A. Once the process is completed, as determined by the Village, and any outstanding bills have been paid, the \$1,000 Security Deposit will be returned to the petitioner per the terms of the Professional Fee Agreement.
- B. For multiple requests filed simultaneously with an Annexation , only apply the Annexation public hearing fee.

**CHECKLIST OF REQUIRED ANNEXATION APPLICATION ITEMS:**

- One (1) original completed "Annexation Application" form and 30 copies.
- One (1) original completed "Petition for Annexation" signed by the owner(s) of record and 30 copies.
- 30 copies of 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 one (1) copy reduced to 11" x 17".
- Legal description of property.  
The Village requires a legal description in electronic format. These can be on a 3.5 " floppy disk in Microsoft Word format or email to the Planning Department at [rellis@newlenox.net](mailto:rellis@newlenox.net).
- 5 copies of the proposed Annexation Agreement (if applicable).
- If the Annexation Agreement involves a Concept Plat, submit 45 full-sized copies (folded to 9" x 12") and one (1) copy reduced to 11" x 17".
- List of names and addresses of each adjacent property owner within 250 feet as found at the Will County Recorder's Office (58 Clinton St. 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 = \$1,000 + \$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 B 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.
- Completion of the "Affidavit of Owner's Consent" form. (If petitioner is not the owner of record.)
- Completion of the "Sign Posting Authorization" form.
- Completion of the "Disclosure of Beneficiaries" form and submit 2 originals and 1 copy.

I, \_\_\_\_\_, the Petitioner, hereby appeal to the corporate authorities of the Village of New Lenox, Will County, Illinois, for an annexation in accordance with the information provided in this petition. I certify that the information and statements contained in this petition and the documents submitted herewith are true and factual to the best of my knowledge.

I further understand that it is the applicant's responsibility to notify adjacent 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 Planning Commission hearings regarding this petition. 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 Planning and Development Administrator or designee.

I understand that all correspondence from the 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 petition.

BY: \_\_\_\_\_  
PETITIONER

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

\_\_\_\_\_  
NOTARY PUBLIC

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:

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):

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)

**AFFIDAVIT OF OWNER'S CONSENT**

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

I, \_\_\_\_\_, being the owner of record of property located at \_\_\_\_\_, hereby grant permission to \_\_\_\_\_ to file (a) petition(s) for \_\_\_\_\_ with the Village of New Lenox Planning 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

**the**  
**Village of New Lenox**  
*Home Of Proud Americans*

**SIGN POSTING AUTHORIZATION**

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

I, \_\_\_\_\_, being the petitioner for application(s) for \_\_\_\_\_  
\_\_\_\_\_ with the Village of New Lenox Planning 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



- 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 PETITION 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 PETITION MAY BE EXAMINED AT THE OFFICE OF THE VILLAGE  
PLANNING AND DEVELOPMENT ADMINISTRATOR, 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

## 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.

**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 represent 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