



ANNEXATION APPLICATION
(Requires Public Hearing)

With Annexation Agreement

Without Annexation Agreement

Development Name and/or Address: _____

Petitioner Information:

Primary Contact: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____ Cell #: _____

Site Information:

Site Address or Location: _____ Acres: _____ Property ID # (PIN): _____

Existing Land Use: _____ Current Zoning: _____

Brief Description of the Proposed Development (Attach additional sheets if necessary): _____

Other Applicant and Interested Parties:

Name

Company

Address

Phone # / Email

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. 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.

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., _____.

(Seal)

Notary Public

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)



PUBLIC HEARING FEE ACKNOWLEDGEMENT

I, _____, being the petitioner of the _____
_____ request for the property located at _____
_____, hereby acknowledge that I am responsible to pay all invoices related to the
public hearing (newspaper publications/public hearing signs) for the application requested with the
Village of New Lenox Community Development Department. I also acknowledge that my Security
Deposit for the application will not be returned until all public hearing fee invoices are paid.

Dated this ____ day of _____, 20__.

Signature

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

(Seal)

Notary Public



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__.

(Seal)

Notary Public



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__.

(Seal)

Notary Public



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



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:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE #: _____ FAX #: _____

EMAIL 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