

VILLAGE BOARD  
Committee of the Whole Meeting

September 18, 2017 – 7:00 PM  
Lemont Village Hall – Village Board Room  
418 Main St., Lemont, IL 60439

AGENDA

- I. Call to Order
- II. Roll Call
- III. Discussion Items
  - A. Discussion of 13389 McCarthy Road Disconnection  
(CD)(Stapleton)(Berry)
  - B. Discussion of 127<sup>th</sup> Street and Rolling Meadows Drive Rezoning  
Request (Verbal Presentation- No Attachment)  
(CD)(Stapleton)(Berry)
  - C. Discussion of Raffles and Charitable Gaming Regulation  
(Admin)(Egofske)(Schafer)
- IV. Unfinished Business
- V. New Business
- VI. Audience Participation
- VII. Adjourn

TO: Committee of the Whole  
FROM: Heather Valone, Village Planner  
THRU: Jason Berry, AICP, Community Development Director  
SUBJECT: Case 17-10 13389 McCarthy Rd. Disconnection  
DATE: August 16, 2017

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## SUMMARY

Arsen Parashchak, the property owner, is seeking disconnection (de-annexation) from the Village of Lemont. The applicant is making the request to allow development of one (1) single-family home in Cook County under the County's development standards. Staff is recommending denial.



**PROPOSAL INFORMATION**

Case No. 17-10  
Project Name 13389 McCarthy Rd.

<b>General Information</b>	
Applicant	Arsen Parashchak
Status of Applicant	Owner of the property
Requested Actions:	Disconnection
Purpose for Requests	Construct a single-family detached home in Cook County
Site Location	13389 McCarthy Rd. (PIN: 22-26-102-003-0000)
Existing Zoning	R-4 Single-Family Detached Residential District
Size	1.99 acres
Existing Land Use	Vacant land
Surrounding Land Use/Zoning	North: Palos Park R-1-A -family Residential (Vacant)
	South: Palos Park R-1-A -family Residential (Gleneagles Golf Course)
	East: Palos Park R-1-A -family Residential (residence)
	West: R-5 Single-Family Attached Residential (Kensington Estates Subdivision)
Lemont 2030 Comprehensive Plan	The Comprehensive Plan map designates this area Infill Residential (INF)

## **BACKGROUND**

In 2008, the previous property owner annexed the subject property into the Village. The property was also granted a Rezoning and Preliminary PUD to allow construction of a four (4) unit subdivision. The subdivision was named Isla Bella Estates. The Preliminary PUD required the previous property owner to apply for a Final PUD within 12 months of the ordinance approval date for the Preliminary PUD. The previous property owner requested an additional 12 months extension after the initial 12 months. The previous property never applied for Final PUD within the two (2) years granted by the Village.

Although the Preliminary PUD has expired the Annexation Agreement (“Agreement”) is still in effect until 2028 (20 years after the approval date). The property has changed hands; however, the Agreement runs with the property regardless of ownership. The Agreement provided entitlements for the development of the Isla Bella Estates subdivision and required the property to connect to utilities once developed. The Agreement does not specify that development had to consist of more than one building.

The applicant purchased the property under misinformation on the real estate listing that the property was in unincorporated Cook County. Cook County also acted under the information and allowed the applicant to progress through a significant portion of their permitting process for one (1) single-family home. During the permitting process, it was identified that the property was misidentified as unincorporated and the applicant approached the Village to develop one (1) single-family home with a 1,000 sf barn, and utilize well and septic utilities. Due to the restrictions of the UDO and the Annexation Agreement the applicant was informed that the barn and the well and septic utilities would not be permitted.

The applicant contacted the Village Administrator to inquire about potential Disconnection from the Village. The item was discussed up at a Committee of the Whole (COW) meeting in 2016. The possibility of requiring a minimum connection to only the water utilities and allowing septic in lieu of sanitary sewer connection was discussed. The discussion resulted in the conclusion that the Disconnection would likely not garner enough votes for approval as the property could be developed with connection to only Village water utilities and a septic field.

The applicant then revised the application a few times and requested to pursue the Isla Bella Estates PUD. The applicant requested a Technical Review Committee (TRC) to review the potential for a new four (4) unit subdivision. The Village Engineer indicated at the TRC that the lift station that the applicant proposed connection to was the Oak Tree lift station. At the

time of the original construction of the Oak Tree lift station, the subject property was not in the service area. Connections to the lift station that were not identified in the original service area are subject to approval from the property owner to the south (Gleneagles Golf Course). The property owner to the south controls connections to the lift station that are in addition to the original service area. The applicant contacted the property owner to the south to obtain permission to connect to the lift station. The property owner to the south denied the connection. Thus, the applicant is again inquiring on the potential for Disconnection of the property, as sewer utility connection is unlikely due the connection to the lift station being denied.

**Village Engineer Comments.** Full comments from the Village Engineer are attached. The Village Engineer indicates that the potential for development on the Village water utilities with septic in lieu of sanitary sewer connection could be possible.

## **CONCLUSIONS & RECOMMENDATIONS**

As indicated by the Village Engineer, the potential for development on at least the Village water utilities has is possible. Therefore, staff recommends denial. The applicant can develop the property under the Village UDO standards for allowing septic fields, as the sanitary connection is not available adjacent to the property. Thus, the property could be developed with Village water utilities and a septic field to achieve the applicant's goal of constructing one (1) single-family home.

## **ATTACHMENTS**

1. Village Engineer review
2. Excerpt from Ordinance O-51-08
3. Excerpt from Ordinance O-53-08
4. Resolution R-57-09
5. Application package



August 2, 2017

Ms. Heather Valone  
Planner  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **13389 McCarthy Road Disconnection**

Dear Heather:

I have reviewed the COW meeting packet related to the potential 13389 McCarthy Road disconnection, and have the following comments.

1. Village of Lemont public water supply is readily available to the west of the property on McCarthy Road.
2. Sanitary sewer is not available, due to previous Village agreements with Cog Hill Golf Club. Septic systems are acceptable for this property as permitted by the Cook County Health Department.

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

Sincerely,

**NOVOTNY ENGINEERING**

A handwritten signature in blue ink, appearing to read 'JL CAINKAR', is written over a horizontal line.

James L. Cainkar, P.E., P.L.S.

JLC/kes

cc: File No. 17278

17278\_Disconnection Review Ltr.docx



Doc#: 0834745118 Fee: \$252.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/12/2008 01:21 PM Pg: 0

VILLAGE OF LEMONT  
ORDINANCE NO. 0-51-08

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION  
AGREEMENT FOR AN APPROXIMATELY 1.77-ACRE, FOUR LOT RESIDENTIAL  
SUBDIVISION LOCATED AT 13389 McCARTHY ROAD

(Isla Bella Estates)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 22<sup>TH</sup> DAY OF October, 2008

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     <sup>th</sup>  
day of           , 2008.

RECORDING FEE \$ 252.00  
DATE 12/12/08 COPIES 6X  
OK

ORDINANCE \_\_\_\_\_

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 1.77 ACRE, FOUR LOT RESIDENTIAL SUBDIVISION LOCATED AT 13389 McCARTHY ROAD (Isla Bella Estates)

WHEREAS, John Cooney, representing Isla Bella Properties, LLC, owner of the subject property, has petitioned for annexation into the Village of Lemont; and

WHEREAS, Isla Bella Properties, LLC, is the owner of the territory, the legal description of which is attached hereto as Exhibit A, and which is the subject of an Annexation Agreement and 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 as Exhibit B; and

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

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

Section 1.

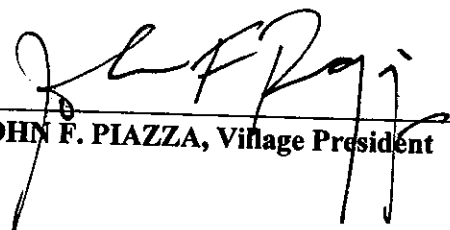
That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "Isla Bella Estates Annexation Agreement" dated the 27th day of October, 2008, a copy of which is attached hereto and made a part hereof.


Section 3.

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.

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 27th day of October, 2008.

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Debby Blatzer	✓			
Peter Coules	✓			
Clifford Miklos	✓			✓
Brian Reaves	✓			
Ronald Stapleton	✓			
Jeanette Virgilio	✓			

  
JOHN F. PIAZZA, Village President

Attest:  
  
CHARLENE M. SMOLLEN, Village Clerk



# ISLA BELLA ESTATES ANNEXATION AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>
I	Definitions
II	Annexation
III	Zoning and Land Use Restrictions <ul style="list-style-type: none"><li>▪ Zoning and Development Plans</li><li>▪ UDO Exceptions</li><li>▪ Reversion of PUD &amp; Zoning</li><li>▪ Other Standards</li></ul>
IV	Required Improvements <ul style="list-style-type: none"><li>▪ Water Supply</li><li>▪ Sanitary and Storm Sewers</li><li>▪ Detention Areas</li><li>▪ Other Improvements</li><li>▪ Recapture Fee</li></ul>
V	Dedication and Construction of Streets <ul style="list-style-type: none"><li>▪ Dedication and Acceptance of Streets</li><li>▪ Snow Plowing of Streets before Acceptance</li><li>▪ Debris</li></ul>
VI	Construction of Other Improvements
VII	Maintenance of Public Improvements & Common Areas <ul style="list-style-type: none"><li>▪ Owners Guarantee</li><li>▪ Special Service Area</li><li>▪ Maintenance Bond</li></ul>
VIII	Damage to Public Improvements
IX	Contributions
X	Easements and Utilities
XI	Approval of Plans
XII	Binding Effect and Term and Covenants Running with the Land
XIII	Notices

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT**, is made and entered into this \_\_\_ day of \_\_\_, 2008, 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 Isolabella Properties, LLC (hereinafter referred to as "OWNER"); the Village and OWNER are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties"; and,

**WHEREAS**, OWNER 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 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 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 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.

**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 R-4. 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 to cause the TERRITORY to be rezoned as R-4 once the TERRITORY is annexed to the VILLAGE. The TERRITORY shall be developed in accordance with a PUD Final Plan/Plat that shall be submitted to and approved by the Village in accordance with the Unified Development Ordinance. Prior to PUD Final Plan/Plat approval, a United States Army Corps of Engineers wetland determination letter must be submitted to the Village; the PUD Final Plan/Plat must be in compliance with the findings of the wetland determination letter. The PUD Final Plan/Plat shall retain the design characteristics of the approved PUD Preliminary Plan/Plat and shall be in substantial compliance with the following:

the preliminary plat, prepared by Sinnott Engineering, P.C. and dated August 21, 2008, attached hereto and incorporated herein as Exhibit C; and

the preliminary landscape plan, prepared by IRG, Ives/Ryan Group, Inc., two pages, last revised on August 19, 2008, attached hereto and incorporated herein as Exhibit D; and

the Declaration of Covenants, Conditions and Restrictions for Isla Bella Estates, prepared by John Cooney, attached hereto and incorporated herein as Exhibit E; and

the Rain Garden Installation and Maintenance Plan, prepared by John Cooney, attached hereto and incorporated herein as Exhibit F.

UDO Exceptions. The Planned Unit Development Ordinance of the Village makes provision for exceptions to the requirements of the Unified Development Ordinance in order to

promote and allow innovation and flexibility of design in keeping with the public interest and welfare. As provided for in Chapter 17.08 (Planned Unit Developments) of the Lemont Unified Development Ordinance, the VILLAGE has deemed it appropriate to approve the following selected bulk exceptions as part of the Planned Unit Development for Isla Bella Estates:

The minimum front yard setback in the R-4 zoning district is 25 feet. The preliminary plat indicates building setback lines which are 12 feet from the edge of the private roadway and public utility easement.

The development includes a four ft. wide sidewalk, rather than a five ft. wide sidewalk as required by UDO 17.26.110.D.3.

The development does not include 15% open space as required by UDO 17.08.030.D.

The conditions of the Annexation Agreement relating to the development of the TERRITORY incorporated herein by reference and made a condition to the grant of this special use zoning for the planned unit development shall survive the expiration of the Annexation Agreement and shall remain in effect unless or until the zoning of the property has been altered in accordance with law.

Reversion of PUD and Zoning. The Planned Unit Development approval, and the bulk exceptions granted therein, shall lapse in the event the OWNER does not file a complete application for a PUD final plan/plat within one year of the effective date of this Annexation Agreement. In the event the OWNER does not file a complete application for a PUD final plan/plat within one year of the effective date of this Annexation Agreement the zoning of the TERRITORY shall revert to the R-1 Single-Family zoning district.

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 R-4 zoning district.

#### IV REQUIRED IMPROVEMENTS

Water Supply. Unless otherwise approved as part of this agreement, the OWNER 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.

Sanitary and Storm Sewers. Unless otherwise approved as part of this agreement, the OWNER 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. OWNER 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 shall be owned and maintained by VILLAGE.

Detention Areas. Unless otherwise approved as part of this agreement, the OWNER 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. A seeding and maintenance plan for the stormwater detention (rain garden) area shall be submitted to and approved by the VILLAGE prior to construction. The stormwater detention basin(s) and appurtenant structures are to be maintained by the homeowners association.

Other Improvements. Unless otherwise approved as part of this agreement, the OWNER 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.

## V

### **DEDICATION AND CONSTRUCTION OF STREETS**

Dedication and Acceptance of Streets. The OWNER shall design streets within the TERRITORY according to Article II of this Agreement that comply with the standards of the VILLAGE Unified Development Ordinance for local streets. All interior streets within the TERRITORY when developed shall be privately owned and maintained. Said streets shall be constructed in accordance with the final engineering plans approved by the Village.

The OWNER shall provide access to each residential unit. Any street right-of-way along McCarthy Road not already dedicated at the time of annexation shall be dedicated in the final plats of each unit.

Debris. The OWNER 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.

object to the formation of the special service area, nor to the amount of tax to be levied thereunder. From the proceeds of said tax levy, the VILLAGE shall be paid five percent of the amount of the tax for agreed administration costs and other expenses. If it is further understood and agreed that the VILLAGE does not intend to levy said tax annually but generally only when it is necessary to reimburse the VILLAGE for costs incurred, but not reimbursed, in maintaining, repairing and/or replacing such improvements as a result of the failure of the homeowner's association to do so as provided for in the association's covenants, or when it is otherwise appears necessary or desirable to the VILLAGE in its sole discretion as a result of prior failure(s) of the homeowner's association to reimburse for costs incurred.

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

## IX

### CONTRIBUTIONS

The OWNER shall make cash contributions at the time a Final Plan/Plat application is filed with the VILLAGE, in accordance with the ordinances of the VILLAGE. If a complete Final Plan/Plat application is filed within one (1) year of the effective date of this Agreement, the required contributions shall be as follows:

- **Lemont Park District** – OWNER shall pay \$22,584 for the benefit of the Lemont Park District. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.

- **Lemont-Bromberek School District 113A** – OWNER shall pay \$11,063.46 for the benefit of the Lemont-Bromberek School District 113A. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Lemont Township High School District 210** – OWNER shall pay \$5,760 for the benefit of the Lemont Township High School District 210. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Lemont Fire Protection District** – OWNER shall pay \$400 for the benefit of the Lemont Fire Protection District. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Lemont Library District** – OWNER shall pay \$686.70 for the benefit of the Lemont Library District. If the TERRITORY is developed in phases, the donation shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Public Safety Impact Fee** – OWNER shall pay \$4,000 to the VILLAGE for a public safety impact fee. If the TERRITORY is developed in phases, the fee shall be paid on a pro-rata basis based upon the number of lots in the phase for which the Final Plan/Plat is being recorded.
- **Annexation Fee** – OWNER shall pay \$1,000 to the VILLAGE for annexation fees. If the TERRITORY is developed in phases, the total fee shall be paid at the time of recording of the initial Final Plan/Plat.

If a complete Final Plan/Plat application is submitted to the VILLAGE more than one year after the effective date of this Agreement, the aforesaid contributions shall be paid in amounts calculated in accordance with the terms of the ordinances of the VILLAGE in effect at the time such final plan or Plat is submitted to the VILLAGE.

The OWNER agrees that any and all contributions, dedications, donations, and easements provided for in this Agreement substantially advance legitimate governmental interests of the VILLAGE, including but not limited to, providing its residents, and in particular the future residents of the TERRITORY, with access to and use of public facilities, libraries, schools, parks and recreational facilities, police protection, and emergency services. The OWNER further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to, and made necessary by the development of the TERRITORY.

X

### EASEMENTS AND UTILITIES

The OWNER 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 to obtain all easements, both on site and off site, necessary to serve 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' option, upon approval of the respective utility company.

## XI

### 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. 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 in writing of the specific objection to any such submission so that the OWNER can make any required corrections or revisions.

## XII

### 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.

## XIII

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

## XV

### WARRANTIES AND REPRESENTATIONS

The OWNER represents and warrants to the VILLAGE as follows:

That Isolabella Properties, LLC identified on page 1 hereof is the OWNER as legal title holder; and

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

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

That the OWNER 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.

## XVI

### 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, the OWNER 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 and from any or all of such obligations.

## XVII

### 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.

LENDER CONSENT

Community Bank of Lemont does hereby certify that it is the holder of a mortgage of the property described herein and that as such it consents to the terms of this Agreement.

Mortgage Holder's Name: Community Bank of Lemont

By: [Signature] Title: Vice President

Michael  
N. CASTY

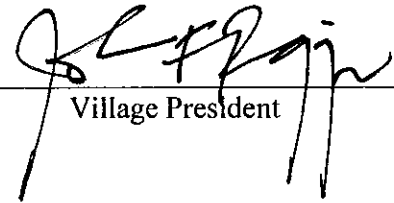
XXX

**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

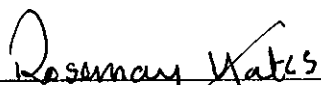
ATTEST:

By:   
Village Clerk

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 JOHN F. PIAZZA, 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 27<sup>th</sup> day of October 2008

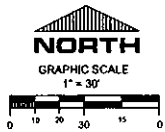
  
Notary Public

My commisston expires on \_\_\_\_\_, 2012.



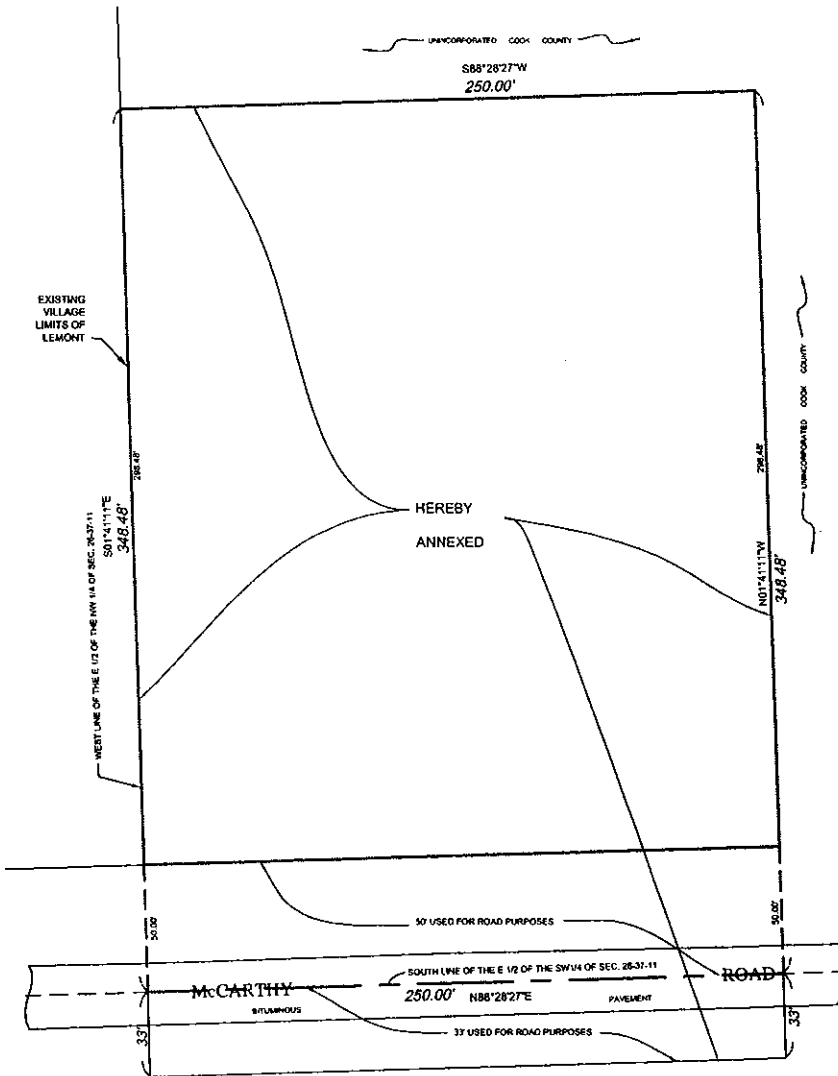


EXHIBIT B



# PLAT OF ANNEXATION

**B&G SURVEY CO., INC.**  
 2501 BERNICE ROAD  
 LANSING, ILLINOIS 60438  
 ILLINOIS & INDIANA PROFESSIONAL  
 LAND SURVEYORS  
 STATE OF ILLINOIS PROFESSIONAL  
 DESIGN NUMBER #184,000,001  
 708-474-8360 ph.  
 708-474-8303 fax  
 bgdsurvey@earthlink.net



**LEGAL DESCRIPTION:**  
 THE SOUTH 248.48 FEET OF THE WEST 250.00' OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
**AREA:** 17.120 SQUARE FEET OR 1.77 ACRES, MORE OR LESS.  
 P.J.N. 22-26-102-003  
**NOTE:** ACCORDING TO CHAPTER 65 SECTION 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 EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION AS SET FORTH.

STATE OF ILLINOIS )  
 S.S. )  
 COUNTY OF COOK )  
 I, \_\_\_\_\_, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY AUTHORIZE THIS PLAT OF ANNEXATION INTO THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.  
 BY: \_\_\_\_\_  
 OWNER

STATE OF ILLINOIS )  
 S.S. )  
 COUNTY OF \_\_\_\_\_ )  
 I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF \_\_\_\_\_, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_, RESPECTIVELY, THE \_\_\_\_\_ AND \_\_\_\_\_ OF \_\_\_\_\_, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER(S) AS SUCH \_\_\_\_\_ AND \_\_\_\_\_, RESPECTIVELY, APPLIED 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 \_\_\_\_\_ FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF ILLINOIS )  
 S.S. )  
 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 PUBLIC MEETING HELD:  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 BY: \_\_\_\_\_  
 PRESIDENT  
 ATTEST: \_\_\_\_\_  
 VILLAGE CLERK

STATE OF ILLINOIS )  
 S.S. )  
 COUNTY OF COOK )  
 THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF COOK COUNTY, \_\_\_\_\_ ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK.  
 BY: \_\_\_\_\_  
 RECORDER

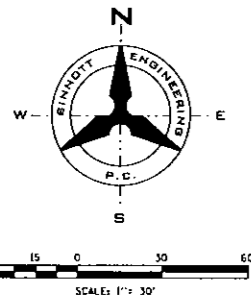
STATE OF ILLINOIS )  
 S.S. )  
 COUNTY OF COOK )  
 THIS IS TO CERTIFY THAT I, KEVIN M. WESTERKAMP, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION. FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2008

KEVIN M. WESTERKAMP  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2543

Compare all dimensions before building and upon any discrepancies at once. Refer to local fire policy for building lines and easements. Check for errors in digital portions of any survey and is not responsible for additional reductions or enlargements, current unless previously applied to in written form.

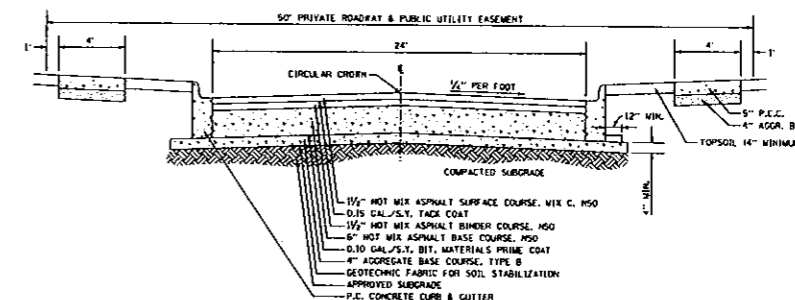
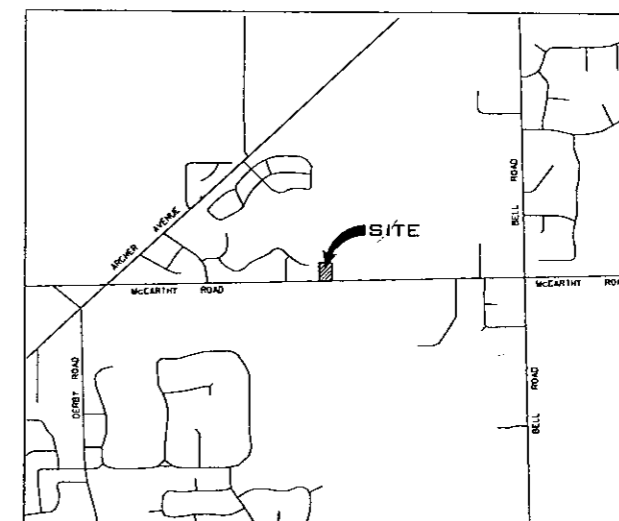
REVISION	BY	DATE
REVISE PARCEL USED FOR ROAD WIDTH TO 10' 0"	GMW	9/17/08
REVISE CURB WIDTHS: ADD 17' SIDEWALK CENTERLINE OF ROAD	GMW	10/22/08

LOCATION: MCCARTHY ROAD LEMONT, ILLINOIS	DRAWN BY: GMW DATE: 7/15/08	CHECKED BY: GMW
ORDERED BY: AVERAGE CONTRACTORS	FIELD WORK BY: KEVIN M. WESTERKAMP DATE: 1/09/2008	
JOB NO. 1074173-ANNEX	SK 164 P.38	SHEET 1 of 1



LEGAL DESCRIPTION:  
 THE SOUTH 348.48 FEET OF THE WEST 250.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGEND	
PROPOSED	EXISTING



TYPICAL PAVEMENT SECTION  
 N.T.S.

R-3 COOK COUNTY

33-26-103-002  
 FRESH MEADOWS GOLF CLUB  
 13894 ARCHER AVE.  
 LEMONT, IL 60439

B.S.L. = BUILDING SETBACK LINE  
 P.U.E. = PUBLIC UTILITY EASEMENT  
 P.A.D. = PUBLIC UTILITY & DRAINAGE EASEMENT  
 S.W.M. = STORM WATER MANAGEMENT EASEMENT

OWNER: AVENUE CONTRACTORS, INC.  
 10426 W. 163RD PLAGE  
 ORLAND PARK, IL 60467  
 PHONE: 708/403-9470

ENGINEER: SINNOTT ENGINEERING, P.C.  
 17400 S. OAK PARK AVE.  
 TINLEY PARK, IL 60477  
 PHONE: 708/614-9720

SURVEYOR: B&B SURVEY CO., INC.  
 2551 BERNICE ROAD  
 LANSING, IL 60438  
 PHONE: 708/474-9360

NOTICE OF APPROVAL OF PRELIMINARY PLAT

"Notice is hereby given that the preliminary plat of a subdivision shown hereon has received approval by the Board of Trustees of the Village of Lemont, Illinois, and upon compliance by the subdivider with requirements of qualifications governing the approval of preliminary plats and with other conditions and stipulations that may be required, the Village Board will receive the final plat for consideration when submitted by the subdivider in such form and within such time as required by this ordinance."

The Board of Trustees of the Village of Lemont, Illinois

Date \_\_\_\_\_ 20\_\_

By \_\_\_\_\_

President

Attest \_\_\_\_\_

Village Clerk

SITE DATA:

GROSS AREA - 2.00 AC.  
 MCCARTHY ROAD DEDICATION - 0.29 AC.  
 NET AREA - 1.71 AC.  
 GROSS DENSITY - 2.0 D.U./AC.  
 MIN. LOT AREA - 18,030 S.F.

CURRENT ZONING : R-3 COOK COUNTY  
 REQUESTED ZONING : R-4 P.U.D. - VILLAGE OF LEMONT

SITE BENCHMARK:  
 PK NAIL IN DRIVEWAY 2.25' FROM WEST EDGE  
 ELEVATION=715.80 (NAVD88)

R-3 COOK COUNTY

33-26-303-001  
 GLEN EAGLES COUNTRY CLUB  
 18070 MCCARTHY RD.  
 LEMONT, IL 60439

SURVEY INFORMATION TAKEN FROM PLAT OF SURVEY PREPARED BY B&B SURVEY CO., INC. PREPARED ON JANUARY 15, 2008, WITH JOB NO. 107-4173.

**SINNOTT ENGINEERING, P.C.**  
 17400 S. OAK PARK AVE.  
 TINLEY PARK, IL 60477

ISLA BELLA ESTATES  
LEMONT, IL

PRELIMINARY PLAT

AVENUE CONTRACTORS, INC.  
10426 W. 163RD PLAGE  
ORLAND PARK, IL 60467

REVISION

NO.	DATE	DESCRIPTION
1	12/11/08	PRELIMINARY PLAT
2	12/11/08	PRELIMINARY PLAT
3	12/11/08	PRELIMINARY PLAT
4	12/11/08	PRELIMINARY PLAT

ISSUED: 2/05/08 SCALE: 1"=30'

DRAWN BY: R.M.D. CHECKED: R.M.S.

0834745118

Doc#: 0834745118 Fee: \$252.00  
 Eugene "Gene" Moore  
 Cook County Recorder of Deeds  
 Date: 12/12/2008 01:21 PM Pg: 0



Doc#: 0834745118 Fee: \$252.00  
 Eugene "Gene" Moore  
 Cook County Recorder of Deeds  
 Date: 12/12/2008 01:21 PM Pg: 0

DATE PLOTTED: 12/12/2008 10:58 AM



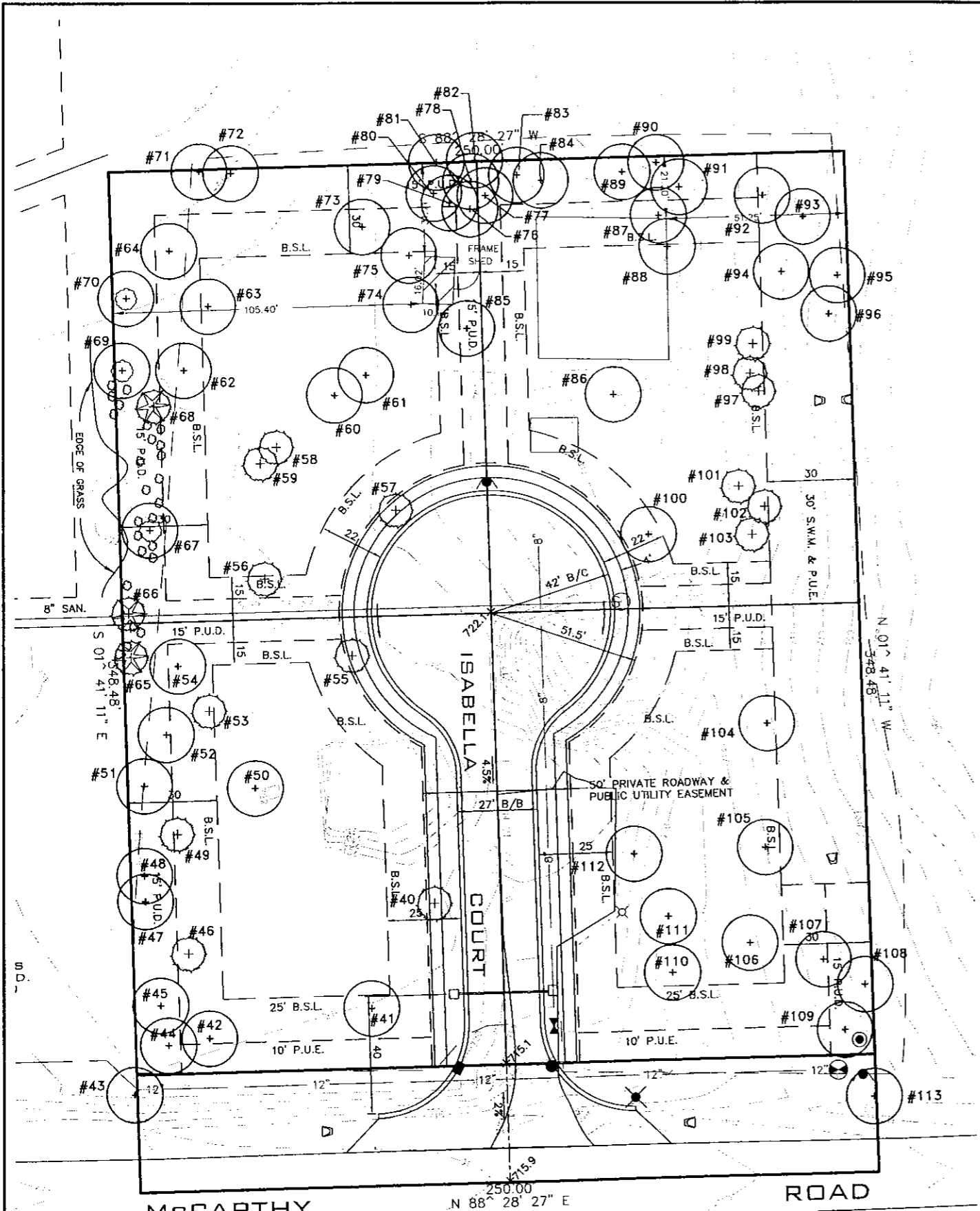


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**REVISIONS**

1 PER VILLAGE REVIEW	7-24-08
2 PER VILLAGE REVIEW	8-19-08

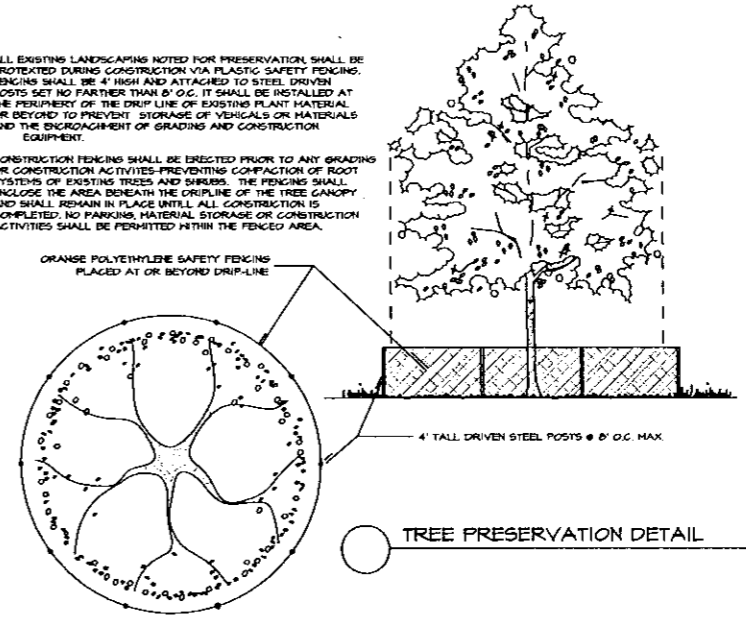
**ISLA BELLA ESTATES**  
 Lemont, Illinois



Tag	Size	Species	Rating
40	30"	Spruce	2
41	12"/8"/6"	Crabapple	4
42	8"/6"/6"	Maple	4
*43	12"	Honeylocust	3
44	7"	Elm	4
45	10"	Mulberry	4
46	14"	Spruce	4
47	22"	Crabapple	4
48	16"	Crabapple	4
49	10"	Spruce	4
50	22"	Maple	3
*51	18"	Locust	3
*52	17"	Locust	3
53	10"	Pine	3
*54	4x10"	Crabapple	3
55	5x8"	Cedar	3
56	18"/6"	Cedar	2
57	12"	Spruce	2
58	15"	Cedar	2
59	10"	Cedar	2
60	12"	Black Cherry	3
61	12"	Elm	3
62	16"	Elm	3
63	9"	Black Cherry	3
64	9"	Oak	4
*65	7"	Spruce	2
*66	24"	Pine	4
*67	7"	Elm	3
68	9"	Cedar	4
*69	16"	Oak	3
70	8"	Black Cherry	5
*71	2x7"	Elm	3
*72	14"	Maple	2
73	18"	Elm	5
74	12"	Elm	5
75	10"/8"	Mulberry	3
*76	10"	Elm	3
*77	8"	Elm	3
78	6"	Buckthorn	4
79	8"	Elm	4
80	12"	Elm	5
*81	15"	Elm	3
*82	2x9"	Elm	4
*83	8"	Elm	3
*84	9"	Elm	3
85	18"	Elm	3
86	4x15"	Mulberry	5
87	8"	Boxelder	5
88	7"	Boxelder	5
89	10"	Elm	4
90	8"/6"	Elm	4
*91	9"	Elm	3
*92	12"	Maple	2
93	10"	Apple	3
94	10"	Black Cherry	3
95	12"	Ash	3
96	12"	Ash	2
97	15"	Spruce	2
98	6"	Spruce	2
99	6"	Spruce	2
100	24"	Boxelder	5
101	12"	Spruce	4
102	15"	Spruce	4
103	10"	Spruce	4
104	8"	Boxelder	6
105	12"/8"/8"	Mulberry	3
106	4x8"	Crabapple	3
107	9"	Mulberry	4
108	6"	Mulberry	4
109	15"	Elm	3
110	15"	Crabapple	3
111	12"	Birch	4
112	24"	Boxelder	4
113	15"	Elm	3

ALL EXISTING LANDSCAPING NOTED FOR PRESERVATION SHALL BE PROTECTED DURING CONSTRUCTION VIA PLASTIC SAFETY FENCING. FENCING SHALL BE 4' HIGH AND ATTACHED TO STEEL DRIVEN POSTS SET NO FARTHER THAN 8' O.C. IT SHALL BE INSTALLED AT THE PERIPHERY OF THE DRIP LINE OF EXISTING PLANT MATERIAL OR BEYOND TO PREVENT STORAGE OF VEHICLES OR MATERIALS AND THE ENCROACHMENT OF GRADING AND CONSTRUCTION EQUIPMENT.

CONSTRUCTION FENCING SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES PREVENTING COMPACTION OF ROOT SYSTEMS OF EXISTING TREES AND SHRUBS. THE FENCING SHALL ENCLOSE THE AREA BENEATH THE DRIP LINE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES SHALL BE PERMITTED WITHIN THE FENCED AREA.



Rating	Description	General Criteria
1	Excellent	The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal causes, has no other observed problems, and requires no remedial action.
2	Good to Fair	The tree is typical of species and/or has less than 20% deadwood in the crown, only one or two minor problems that are easily corrected with normal care.
3	Fair	The tree is typical of the species and/or has less than 30% deadwood in the crown, one or two minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to insure continued health.
4	Fair to Poor	The tree is not typical of the species and/or has significant problems such as 30-50% deadwood in the crown, serious decay of structural defect, insects, disease, or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.
5	Poor	The tree is not typical of the species and/or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems that even if aggressively corrected would not result in the long term survival of the tree.
6	Dead	Less than 10% of the tree shows signs of life.

**NOTES:**

- Trees marked with an "\*" on the tree list are preliminarily designated to be saved. That designation is subject to change pending final site survey, engineering and grading.
- Trees designated to be saved that end up being removed will be replaced with plantings according to Village Code.

Form Rating: Form is a subjective evaluation comparing labeled tree with specimen tree of the same species.

**IRG Ives/Ryan Group, Inc.**

Land Planning  
 Landscape Architecture  
 Golf Course Architecture

1801-A North Mill Street  
 Naperville, IL 60563  
 Phone: (630) 717-0726  
 Fax: (630) 717-0875  
 www.ivesryangroup.com

**TREE SURVEY**

PROJECT NO.: L1608      JOB NO.: 7928A

DATE: 4-30-08      SHEET

SCALE: 1"=20'

PLANNER: TM      L-3

DRAWN BY: TM

CHECKED: \_\_\_\_\_



# Attachment 3

## VILLAGE OF LEMONT

ORDINANCE NO. 0.53-08

**AN ORDINANCE GRANTING PRELIMINARY PLAN/PLAT APPROVAL, SPECIAL  
USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND ZONING MAP  
AMENDMENT FOR A FOUR LOT RESIDENTIAL SUBDIVISION LOCATED AT  
13389 McCARTHY ROAD.**

**(Isla Bella Estates)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 21<sup>TH</sup> DAY OF October, 2008**

**PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE  
OF LEMONT, COOK, WILL AND DUPAGE  
COUNTIES, ILLINOIS,  
THIS 21<sup>TH</sup> DAY OF October, 2008**

ORDINANCE NO. 0-53-08

**AN ORDINANCE GRANTING PRELIMINARY PLAN/PLAT APPROVAL, SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND ZONING MAP AMENDMENT FOR A FOUR LOT RESIDENTIAL SUBDIVISION LOCATED AT 13389 McCARTHY ROAD.**

**(Isla Bella Estates)**

**WHEREAS**, IsolaBella Properties, LLC is the owner of the subject property covering approximately 2 acres located at 13389 McCarthy Road (PIN# 22-26-102-003) and legally described in Exhibit A, attached hereto and incorporated herein, and shown on the Plat of Annexation, attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, the Petitioner made application under the provisions of the Lemont Unified Development Ordinance for preliminary plan/plat approval, special use for a planned unit development and zoning map amendment from Cook County R-3 Single-Family Residence District to Lemont R-4 Single-Family Residential District and Special Use for planned unit development consisting of a four lot residential subdivision; and

**WHEREAS**, the petitioner has submitted a PUD Preliminary Plan/Plat consisting of the following:

1. Preliminary Plat, prepared by Sinnott Engineering, P.C. and dated August 21, 2008, attached hereto and incorporated herein as Exhibit C; and
2. Landscape Plan, prepared by IRG, Ives/Ryan Group, Inc., two pages, last revised on August 19, 2008, attached hereto and incorporated herein as Exhibit D; and
3. Rain Garden Installation and Maintenance Plan, dated October 21, 2008, attached hereto and incorporated herein as Exhibit E.

**WHEREAS**, the Planning and Zoning Commission of the Village of Lemont, Illinois, in accordance with Lemont Unified Development Ordinance, conducted a public hearing on the petition on May 20, 2008, and voted to recommend approval of the petitioner's request; and

**WHEREAS**, the Village Board of Trustees, having reviewed the petitioner's application, Village staff recommendations, and the record of the public hearing, finds that:

1. The development is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
2. The proposed land use is consistent with or complimentary to surrounding land uses and thus will not create substantial injury to the value of nearby properties.

3. The proposed development's size is such that it is not anticipated to create excessive demands on Village services or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens.
4. The proposed development is consistent with the Comprehensive Plan land use designation for the area.
5. The proposed development will provide an environmentally sensitive, economically viable, and aesthetically pleasing plan.

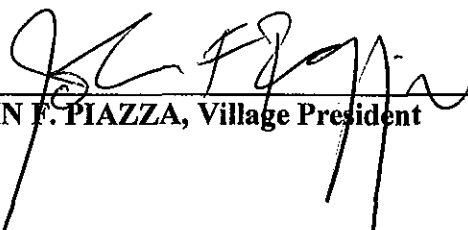
**NOW, THEREFORE BE IT ORDAINED** by the President and Board of Trustees of the Village of Lemont that the PUD Preliminary Plan/Plat with zoning map amendment to R-4 Single-Family Residential District with special use for planned unit development, four lot residential subdivision is approved with the following conditions:

1. Prior to final plat approval, the landscape plan shall be revised to include parkway trees around Isla Bella Court.
2. Prior to final plat approval, the final engineering plan shall be revised to avoid negative impacts to existing mature oak trees within the McCarthy Road right-of-way. Plans shall be submitted that depict the location of the existing trees in relation to the proposed water main extension along McCarthy Road.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS**, on this 21<sup>th</sup> day of October 2008.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
DEBBY BLATZER	✓			
PETER COULES				✓
CLIFFORD MIKLOS	✓			
BRIAN REAVES	✓			
RON STAPLETON	✓			
JEANNETTE VIRGILIO	✓			

Approved by me this 21<sup>th</sup> day of October, 2008

  
 \_\_\_\_\_  
 JOHN F. PIAZZA, Village President

Attest:

  
 \_\_\_\_\_  
 CHARLENE M. SMOLLEN, Village Clerk





# Attachment 4

**VILLAGE OF LEMONT  
RESOLUTION NO. R-5709**

**A RESOLUTION GRANTING AN 18 MONTH EXTENSION TO THE EXPIRATION  
DATE OF A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND  
ZONING MAP AMENDMENT ON TWO ACRES LOCATED AT 13389 McCARTHY  
ROAD.**

**(Isla Bella Estates)**

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

**THIS 28<sup>TH</sup> DAY OF September, 2009**

**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 28<sup>TH</sup> DAY  
OF September, 2009**

RESOLUTION NO. R-57-09

**A RESOLUTION GRANTING AN 18 MONTH EXTENSION TO THE EXPIRATION DATE OF A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) AND ZONING MAP AMENDMENT ON TWO ACRES LOCATED AT 13389 McCARTHY ROAD.**

**(Isla Bella Estates)**

**WHEREAS**, IsolaBella Properties, LLC, is the owner of the subject property covering approximately two acres located at 13389 McCarthy Road (PIN# 22-26-102-003) and legally described in Exhibit "A" attached; and

**WHEREAS**, the Petitioner made application under the provisions of the Lemont Unified Development Ordinance for preliminary planned unit development (PUD) approval and zoning map amendment from Cook County R-3 Single-Family Residence District to Lemont R-4 Single-Family Residential; and

**WHEREAS**, the Village Board of Trustees approved Ordinance O-53-08, granting approval said requests, on October 27, 2008; and

**WHEREAS**, Section 17.08.070.F the Unified Development Ordinance and Article Three of the executed annexation agreement for the subject property require the zoning map amendment and preliminary PUD approval to expire in 12 months if no final PUD application for the site is submitted within that time frame; and

**WHEREAS**, the Petitioner has no plans to submit a final PUD applicatin in the 12 month time frame and instead has requested to delay the start of the project due to market considerations.

**NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DuPAGE, AND WILL, ILLINOIS:**

Section 1. That the preliminary PUD approval and zoning map amendment for Isla Bella Estates shall not expire on October 27, 2009, but rather be extended for a period of 18 months. If a complete final PUD application is not received by the Village by April 27, 2011, the preliminary PUD approval shall expire and the zoning of the subject property shall revert to R-1.

Section 2. That this extension shall have no effect on any other terms or conditions of the Isla Bella Estates annexation agreement or O-53-08.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 28<sup>TH</sup> day of September, 2009.**



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

Approved by me this 28<sup>th</sup> day of September, 2009

  
 \_\_\_\_\_  
 BRIAN K. REAVES, Village President

Attest:

  
 \_\_\_\_\_  
 CHARLENE M. SMOLLEN, Village Clerk

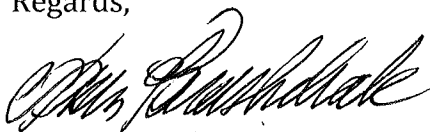
# Attachment 5

June 9, 2017

To the Village Board of Trustees;

Due to my difficult experiences with the Village of Lemont regarding connectivity of essential lines to my property at 13389 McCarthy Road, I am attaching a petition to disconnect. After careful consideration, I would like to request a hearing with the village board to state my case.

Regards,

A handwritten signature in black ink, appearing to read 'Arsen Parashchak', written in a cursive style.

Arsen Parashchak  
Owner of Record

Tel: 630-768-6556

E-mail: [arsenko@gmail.com](mailto:arsenko@gmail.com)

Property Characteristics for PIN: Back to Search Results

**22-26-102-003-0000****PROPERTY ADDRESS**

13389 MCCARTHY RD  
 LEMONT  
 60439  
 Township: LEMONT

**MAILING ADDRESS**

ARSEN PARASHCHAK  
 14625 W 131ST ST  
 LEMONT, IL 60439

**INFO FOR TAX YEAR 2016**

Estimated Property Value:  
 Total Assessed Value: 19,602  
 Lot Size (SqFt): 87,120  
 Building (SqFt):  
 Property Class: 1-00  
 Tax Rate (2015): 8.980  
 Tax Code (2016): 19006

**TAX BILLED AMOUNTS  
& TAX HISTORY**

2016: \$2,583.49\* Paid in Full  
 2015: \$4,697.26 Payment History  
 2014: \$4,742.18 Payment History  
 2013: \$4,455.82 Payment History  
 2012: \$4,320.41 Payment History  
 \*=(1st Install Only)

**EXEMPTIONS**

2016: Not Available  
 2015: 0 Exemptions Received  
 2014: 0 Exemptions Received  
 2013: 0 Exemptions Received  
 2012: 0 Exemptions Received

**APPEALS**

2016: Not Available  
 2015: Not Accepting Appeals  
 2014: Not Accepting Appeals  
 2013: Not Accepting Appeals  
 2012: Not Accepting Appeals

**REFUNDS AVAILABLE**

No Refund Available

**TAX SALE (DELINQUENCIES)**

2016: Tax Sale Has Not Occurred  
 2015: No Tax Sale  
 2014: No Tax Sale  
 2013: No Tax Sale  
 2012: No Tax Sale

**DOCUMENTS, DEEDS & LIENS**

1502826037 - MORTGAGE - 01/28/2015  
 1502826036 - SPECIAL WARRANTY DEED -  
 01/28/2015  
 1411429091 - RELEASE - 04/24/2014  
 1233831045 - QUIT CLAIM DEED - 12/03/2012  
 1127918017 - DEED - 10/06/2011

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

**Note: This printout cannot be used as a tax bill.**

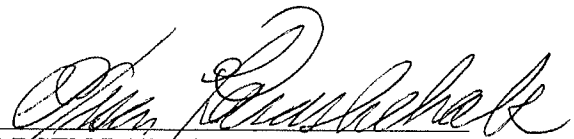


9. The Petitioner filed building plans, engineering and application process for the construction of a single-family home, which were all deposited with Cook County Building and Zoning Department. The Petitioner then proceeded to Cook County Department of Building and Zoning to apply for a building permit and on September 15, 2015 deposited a check in the amount of \$735.00.
10. Cook County Building and Zoning Department advised the Petitioner that the property was located within the Village of Lemont.
11. Your Petitioner met with the City Planner, Heather Valone, to determine the availability of developing the four-lot subdivision and constructing the single-family home.
12. It was at that time, approximately November 16, 2015, that Petitioner was advised that no connection to the adjoining sewer and water was available unless they obtained written permission from Frank Jemcek who owns the parcel immediate to the east.
13. The Petitioner's engineer, Aric R. Gerald, PE, PLS, with Geopool Engineering made repeated attempts to contact Mr. Jemcek with Cog Hill and was told he would not be granting any permission to connect to the existing public sewer system.
14. The Petitioner was then provided with a copy of an easement agreement executed by Cog Hill Golf Course, indicating that no subdivisions would be allowed to connect to any sewer and water systems, owned or controlled by Cog Hill properties unless written permission was obtained prior to connection.
15. Prior to reviewing any documents, correspondence and any other steps to development the property, the Petitioner was never advised, either in writing nor provided in any other document that he was required to obtain written permission to connect to a public sewer system because of an existing easement agreement.
16. The Village Annexation Ordinance and subdivision approval did not disclose any requirement that permission must be obtained by a private individual to connect to the public sewer and water.
17. The development of the property without sewer and water has caused great damage to the Petitioner and seeks to disconnect the property to build one single family home in Unincorporated Cook County.

18. To the best of Petitioner's knowledge there is no village ordinance regulating disconnection and the Petitioner is requesting an ordinance be adopted within thirty (30) days after submission of this petition pursuant to 65 ILCS 5/7-3-4 to disconnect the property from the Village.

WHEREFORE, Petitioner respectfully requests the Corporate Authorities of the Village of Lemont to disconnect the subject property, by ordinance, from the Village of Lemont.

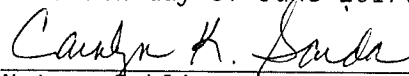
IN WITNESS WHEREOF, the Petitioner has executed this Petition this 9<sup>th</sup> day of June, 2017.

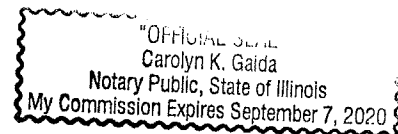


ARSEN PARASHCHAK, Petitioner/  
Owner – There are no electors  
Residing on property

Address: 14625 W. 131<sup>st</sup> Street  
Lemont, IL 60439

Subscribed and Sworn to before me  
this 9th day of June 2017.

  
\_\_\_\_\_  
Notary Public

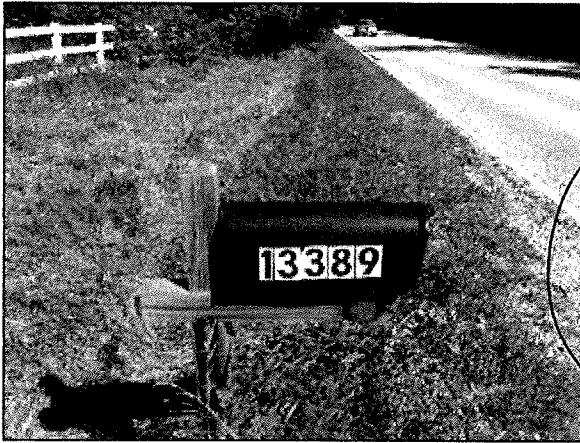


**EXHIBIT A**

**LEGAL DESCRIPTION**

THE SOUTH 348.48 FEET OF THE WEST 250.00' OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"



**Land**  
 Status: **CANC**  
 Area: **439**  
 Address: **13389 McCarthy Rd , Lemont, Illinois 60439**  
 Directions: **MCCARTHY RD (123RD) WEST OF BELL RD TO HOME ON NORTH SIDE**  
 Sold by:  
 Closed:  
 Off Market: **11/11/2014**  
 Dimensions: **250 X 348**  
 Ownership: **Fee Simple**  
 Corp Limits: **Unincorporated**  
 Coordinates: **S:14 W:16**  
 Rooms:  
 Bedrooms:  
 Basement:

MLS #: **08716105**  
 List Date: **09/02/2014**  
 List Dt Rec: **09/02/2014**  
 Contract Date: **10/23/2014**  
 Financing:  
 Subdivision:  
 Township: **Lemont**  
 Bathrooms / (full/half):  
 Master Bath:  
 Brnt Bath: **No**

List Price: **\$215,000**  
 Orig List Price: **\$215,000**  
 Sold Price:  
 Rental Price:  
 Rental Unit:  
 List Mkt Time: **71**  
 Points:  
 Contingency:  
 County: **Cook**  
 # Fireplaces:  
 Parking:  
 Garage Type:  
 # Spaces: **0**

Remarks: **HERE'S YOUR OPPORTUNITY TO OWN A BEAUTIFUL LOT IN A RARELY AVAILABLE HIGH END AREA ACROSS FROM GLEN EAGLES GOLF COURSE AND ADJACENT TO KENSINGTON ESTATES. ONE OF THE LAST REMAINING PARCEL FOR SMALL DEVELOPMENT. BRING YOUR CREATIVE IDEAS!**

School Data	Assessments	Tax	Miscellaneous
Elementary: <b>(113)</b> Junior High: <b>(113)</b> High School: <b>(210)</b> Other:	Special Assessments: <b>No</b> Special Service Area: <b>No</b>	Amount: <b>\$4,320.41</b> PIN: <b>22261020030000 (Map)</b> Mult PINs: Tax Year: <b>2012</b> Tax Exmps: <b>None</b>	Waterfront: <b>No</b> Acreage: <b>2</b> Appx Land SF: <b>87120</b> Front Footage: <b>250</b> # Lots Avail: Farm: <b>No</b> Bldgs on Land?: <b>No</b>
	Zoning Type: <b>Single Family</b> Actual Zoning:		

Lot Size: <b>2.0-2.99 Acres</b> Lot Desc: Land Desc: <b>Rolling Rural, Wooded</b> Land Amenities: <b>Fencing</b> Farms Type: Bldg Improvements: Current Use: <b>Estate, No Development Status, Residential-Single Family</b> Potential Use: <b>Estate, Residential-Estate, Residential-Single Family, Special Use, Zoning Change Required</b> Location: Known Liens: <b>None Known</b> Seller Needs: Seller Will:	Ownership Type: <b>Individual</b> Frontage/Access: <b>County Road, Public Road, Township Road</b> Road Surface: <b>Asphalt</b> Rail Availability: <b>None</b> Tenant Pays: Min Req/SF (1): Min Req/SF (2): Other Min Req SF: Lease Type: Loans: Equity:	Type of House: Style of House: Basement Details: Construction: Exterior: Air Cond: Heating: Utilities to Site: <b>Electric to Site, Gas to Site, Septic-Private, Well-Private</b> General Info: <b>None</b> Backup Package: <b>No</b> Backup Info: <b>Existing Survey</b> Possession: <b>Closing</b> Sale Terms:
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Agent Remarks: <b>VILLAGE OF LEMONT PREVIOUSLY APPROVED AS A FOUR LOT SUBDIVISION</b>		
Internet Listing: <b>A</b> VOW AVM: <b>Yes</b> Listing Type: <b>Exclusive Right to Sell</b> Coop Comp: <b>2.5-100 (on Net SP)</b> Showing Inst: <b>NONE</b> Owner: <b>OOR</b> Broker: <b>1st Choice Real Property (22194)</b> List Agent: <b>Abbas Anjarwala (220785)</b> Co-lister:	Remarks on Internet?: <b>Yes</b> VOW Comments/Reviews: <b>Yes</b> Holds Earnest Money: <b>Yes</b> Addl. Sales Info.: <b>None</b> Cont. to Show?: Ph #: Ph #: <b>(630) 336-6821</b> Ph #: <b>(630) 673-1346</b> Ph #:	Addr on Internet?: <b>Yes</b> Lock Box: Special Comp Info: <b>None</b> Agent Notices: Expiration Date: Agent Owned/Interest: <b>Yes</b> Team: Email: <b>aanjarwala@hotmail.com</b> More Agent Contact Info:

Copyright 2015 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals.





**NOVOTNY**  
ENGINEERING

CIVIL ENGINEERS  
MUNICIPAL CONSULTANTS  
SINCE 1948

November 29, 2016

Ms. Heather Valone  
Planner  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **Old Kiev Estates**  
**Preliminary Engineering Plan Review**  
**Technical Review Committee Meeting**

Dear Heather:

I have reviewed the Preliminary Engineering plans for Old Kiev Estates, dated 10/31/2016, and have the following comments.

1. The sanitary sewer plan is acceptable. However, the sanitary sewer needs the permission of Mr. Frank Jemsek, of Cog Hill, for the Oak Tree Lift Station easement modification. (See attachment)
2. The water main extension plan is acceptable. *5" Mor Loop.*
3. The 50-foot dedication along McCarthy Road is proper.
4. Since the property is less than 5 acres in area, detention is not required by MWRDGC but it is required by the Village of Lemont. Volume control measures are required by the MWRDGC. (This appears to be provided in the back yard of Lots 3 and 4 in the Rain Garden.) An MWRDGC Sanitary Sewer Permit is required.
5. The proposed private road right-of-way is shown to be 50-feet, in lieu of 66-feet. The cul-de-sac is 84 feet back-to-back of curbs, which is acceptable.
6. The plan indicates a 4-foot wide sidewalk. A 5-foot wide sidewalk is required.
7. The Army Corps of Engineers need to be contacted to determine if a wetland buffer area is affected, and if so, what mitigation is required.
8. The berm slopes are shown at 3:1; 4:1 slopes are required unless a variance is issued.

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

Sincerely,

**NOVOTNY ENGINEERING**

James L. Cainkar, P.E., P.L.S.

JLC/debi  
Enclosures

cc: Mr. George Schafer, Administrator  
Mr. Jeffrey Stein, Deputy Administrator  
Mr. Ralph Pukula, Director of Public Works  
File No. 16563

16563\_Pref Eng Rev.docx

# PLAT OF DISCONNECTION

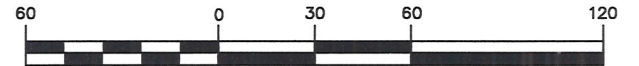
## FROM THE VILLAGE OF LEMONT

THAT PART OF THE SOUTH 348.48 FEET OF THE WEST 250.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN. 22-26-102-003-0000



GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.



I, ARIC R. GERALD, 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 LEMONT, ILLINOIS, THIS 17th DAY OF JULY A.D., 2017

*Aric R. Gerald*

ARIC R. GERALD  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003915  
MY LICENSE EXPIRES 11-30-18



TO: Village Board  
FROM: George J. Schafer, Village Administrator  
SUBJECT: A Discussion of Raffles and Charitable Gaming Regulation  
DATE: Sept 14, 2017

### **SUMMARY/BACKGROUND**

A recent issue involving a raffle in another Illinois municipality has raised questions regarding the Village's regulation of raffles and other charitable gaming components. The Village does not currently license or regulate raffles.

Raffles are governed by the Illinois Raffles and Poker Runs Act (230 ILCS 15/). Raffles are considered an illegal form of gambling and the creation of this act was intended to create an exception for certain type of raffles. The Village is not required to license or regulate raffles. However, if the Village does not license the raffles, they are technically illegal. To prevent potential legal issues with local raffles, the Village should consider a licensing program.

The attached draft template ordinance includes provisions in which the Board will have to weigh in on as a policy matter, including fee charged, maximum payouts and other items

### **BOARD ACTION REQUESTED**

The item is up for discussion purposes only.

### **ATTACHMENTS**

- Ordinance



**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Title 9.20 of the  
Lemont, Illinois Municipal Code  
(Raffles and Charitable Gaming)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 11th DAY OF SEPTEMBER, 2017**

**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 11th day of September, 2017.**

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Title 9.20 of the Lemont, Illinois Municipal Code  
(Raffles and Charitable Gaming)**

**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**, the Village President and Board of Trustees desire to amend certain provisions of the Lemont, Illinois Municipal Code (“Village Code”); and

**WHEREAS**, the Village finds that it is in the best interests of the Village and its residents to amend Title 9.20 of the Village Code in the manner set forth below.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, as follows:**

**SECTION ONE:** Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if fully set forth herein.

**SECTION TWO:** Title 9.20, “Gambling,” of the Lemont, Illinois Municipal Code is hereby amended by the addition of new Chapter 9.20.070 entitled “Exceptions,” which shall read in its entirety as follows:

**9.20.070. – Exceptions**

(a) Bingo. The prohibitions in this Section 9.20 shall not apply to organizers or participants in the game commonly known as "bingo," provided it is conducted in accordance with the Illinois Bingo License and Tax Act, 230 ILCS 25/1 *et seq.*

(b) Lottery. The prohibitions in this Section 9.20 shall not apply to organizers or participants in the Illinois State Lottery, provided it is conducted in accordance with the Illinois Lottery Law, 20 ILCS 1605/1 *et seq.*

(c) Charitable Gaming. The prohibition in this Section 9.20 shall not apply to organizers or participants in charitable gaming activities, provided that said activities are conducted in accordance with the Illinois Charitable Games Act, 230 ILCS 30/1 *et seq.*

(d) Pull Tabs and Jar Games. The prohibition in this Section 9.20 shall not apply to organizers or participants in pull tabs and jar games, provided that said activities are conducted in accordance with the Illinois Pull Tabs and Jar Games Act, 230 ILCS 20/1 *et seq.*

(e) Raffles. The prohibition in this Section 9.20 shall not apply to organizers or participants in a raffle conducted in accordance with the Illinois Raffles and Poker Runs Act, 230 ILCS 15/0.01, *et seq.*, and licensed in conformance with this Section 9.20.070(e).

1. Definitions. For purposes of this Section the following definitions apply:

- 1.1. Business: A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.
- 1.2. Charitable: An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public.
- 1.3. Educational: An organization or institution organized and operated to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax-supported schools.
- 1.4. Fraternal: An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.
- 1.5. Labor: An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.
- 1.6. Non-profit: An organization or institution organized and conducted on a not-for-profit basis with no personal profit inuring to any one as a result of the operation.
- 1.7. Religious: Any church, congregation, society, or organization founded for the purpose of religious worship
- 1.8. Veterans: An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

2. License Qualification. Licenses to operate raffles shall be granted only to bona fide religious, charitable, labor, business, fraternal, educational or veterans' organizations that operate without profit to their members and which have been in existence continuously for a period of 5 years immediately before making application for a license and which have had during that entire 5 year period a bona fide membership engaged in carrying out their objects, or to a non-profit fundraising organization that the Village determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster, as well as law enforcement agencies and statewide associations that represent law enforcement officials.

The following are ineligible for any license under this Section:

- 2.1. Any person who has been convicted of a felony;
- 2.2. Any person who is or has been a professional gambler or gambling promoter;
- 2.3. Any person who is not of good moral character;
- 2.4. Any firm or corporation in which a person described in 2.1, 2.2, or 2.3 has a proprietary, equitable or credit interest, or in which such a person is active or employed;
- 2.5. Any organization in which a person defined in 2.1, 2.2, or 2.3 is an officer, director, or employee, whether compensated or not;
- 2.6. Any organization in which a person defined in 2.1, 2.2, or 2.3 is to participate in the management or operation of a raffle as defined in this Article.

3. License Application; Fee. An application for license to operate a raffle shall be made in conformity with the general requirements of this Code relating to applications for licenses. **Said application shall not require the payment of a licensing fee.** The application shall be on a form provided by the Village Administrator or his or her designee and shall contain such pertinent information as the Village Administrator or his or her designee shall require in order to determine compliance with the provisions of this Section and the statutes of the State of Illinois.

4. License Issuance; Revocation; Appeal. The Village Administrator or his or her designee shall act on a license application within 30 days after the date of application. The Village Administrator or his or her designee shall cause a license to be issued upon compliance with the provisions of this Article. The Village Administrator or his or her designee may also revoke or suspend any license issued under this Section if the Village Administrator or his or her designee determines that the licensee has violated any provision of this Section. Upon denial of application for a license or upon suspension or revocation of a license, the Village Administrator or his or her designee shall state the basis for the denial, suspension, or revocation in writing to the applicant or licensee, as the case may be.

The applicant may appeal a decision of the Village Administrator or his or her designee denying an application for a license or suspending or revoking a license to the Village Board by submitting notice of appeal in writing to the Village Clerk no more than fourteen (14) days after notice of a suspension, revocation or denial of the license application is sent by the Village Administrator or his or her designee via first class mail and certified mail, return receipt requested.

5. Restrictions on Operations. Any raffle license issued pursuant to the provisions of this Section shall be subject to the following restrictions:

- 5.1. The aggregate retail value of all prizes and merchandise awarded by a licensee in a single raffle shall not exceed **\$100,000**;
- 5.2. The maximum retail value of any single prize awarded by a licensee in a single raffle shall not exceed **\$50,000**;

- 5.3. The maximum price which may be charged for each raffle chance issued or sold shall not exceed \$100; and,
- 5.4. The maximum number of days during which chances may be issued or sold shall not exceed 180 days.

The restrictions hereinabove set forth may be varied by the Village Board upon a showing of unusual circumstances or hardship.

6. Restrictions on Licensees. The following further restrictions apply with respect to the issuance of licenses:

- 6.1. The license and application for license must specify the area or areas within the Village where the raffle chances will be sold or issued, the time period during which raffle chances will be sold or issued, the time of determination of winning chances and the locations at which winning chances will be determined;
- 6.2. The license application must contain a sworn statement attesting to the not-for-profit character of the prospective licensee organization, signed by the presiding officer and the secretary of that organization;
- 6.3. The application for license shall be prepared in accordance with this Ordinance.

A license authorizes the licensee to conduct raffles as defined in this Article. Each such license is valid for one raffle.

7. Conduct of Raffles. The conducting of raffles is subject to the following restrictions:

- 7.1. The entire net proceeds of any raffle must be exclusively devoted to the lawful purposes of the organization permitted to conduct that game;
- 7.2. No person except a bona fide member of the sponsoring organization may participate in the management or operation of the raffle;
- 7.3. No person may receive any remuneration or profit for participating in the management or operation of the raffle;
- 7.4. A licensee may rent premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this chapter.
- 7.5. Raffle chances may be sold or issued only within the area specified on the license and winning chances may be determined only at those locations specified on the license;
- 7.6. A person under the age of 18 years may participate in the conducting of raffles or selling of chances only with the permission of a parent or guardian. A person



under the age of 18 years may be within the area where winning chances are being determined only when accompanied by his parent or guardian.

8. Raffles Manager; Bond. All operation of and the conduct of raffles shall be under the supervision of a single raffles manager designated by the organization. The manager shall give a fidelity bond in the sum of an amount equal to the total cash value of prizes to be awarded in favor of the organization conditioned upon the manager's honesty in the performance of the manager's duties. Terms of the bond shall provide that notice shall be given in writing to the Village not less than 30 days prior to its cancellation. The Village Board may waive this bond requirement by including a waiver provision in the license issued to an organization under this chapter, provided that a license containing such waiver provision shall be granted only by unanimous vote of the members of the Village Board.

9. Records. Each organization licensed to conduct raffles and chances shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.

Gross receipts from the operation of raffles programs shall be segregated from other revenues of the organization, including bingo gross receipts, if bingo games are also conducted by the same nonprofit organization pursuant to license therefor issued by the Department of Revenue of the State of Illinois, and placed in a separate account. Each organization shall have separate records of its raffles. The person who accounts for gross receipts, expenses and net proceeds from the operation of raffles shall not be the same person who accounts for other revenues of the organization.

Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, and to the Village, its gross receipts, expenses, and net proceeds from raffles, and the distribution of net proceeds itemized as required in this Section.

Records required by this Section shall be preserved for 3 years, and organizations shall make available their records relating to operation of raffles for public inspection at reasonable times and places.

10. Liability of Village. The issuance of license hereunder shall not constitute an endorsement by the Village of any raffle. The Village shall not be liable to any person, firm, or organization for any claim, damage, or liability arising from holding of any raffle pursuant to a license. The licensee, by acceptance of a license, agrees to indemnify and hold harmless the Village for any and all such claims.

**SECTION THREE:** That the Village Clerk of the Village of Lemont be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION FOUR:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 11th day of September, 2017.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Kenneth McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

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JOHN EGOSKE, President

ATTEST:

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CHARLENE M. SMOLLEN  
Village Clerk