



Community and Economic Development Resolution

To: Mayor and Board of Trustees

From: Amanda Orenchuk

For Village Board Meeting of: October 28, 2019

Subject: Three B Partnership (d/b/a Crossroads of Ivanhoe) - Annexation Agreement, 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60

Financial Impact:

Attachments:

1. Exhibit A - Annexation Agreement (DOC)
-

Motion

Motion to adopt a Resolution Approving and Authorizing Execution of an Annexation Agreement for Property Located at 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60 (Crossroads of Ivanhoe).

Comments

RESOLUTION NO. (ID # 3985)**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 20915, 20893, AND 20871 WEST PARK AVENUE AND 20936 WEST ILLINOIS ROUTE 60, MUNDELEIN, ILLINOIS (CROSSROADS OF IVANHOE)**

WHEREAS, it is in the best interests of the Village of Mundelein, an Illinois municipal corporation located in Lake County, Illinois (" Village") that the Village enter into a proposed annexation agreement with the Three B Partnership (the "Owner"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the Owner has represented to the Village that it is the sole owner of record of the territory which is the subject of the Agreement and that there are no electors residing thereon; and

WHEREAS, the Owner is ready, willing and able to enter into the Agreement and to perform the terms and obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 *et seq.*, as amended, have been fully complied with, including a public hearing which has been conducted before the corporate authorities of the Village upon notice given in accordance with law.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Resolution.

SECTION II: The annexation agreement is hereby approved and the Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest,

duplicate original copies of the Agreement, a true and correct copy of which is attached hereto as

Exhibit A.

PASSED this 28th day of October 2019 by a roll call vote.

President

PASSED: October 28, 2019

APPROVED: October 28, 2019

ATTEST: _____
Village Clerk

ANNEXATION AGREEMENT

I. INTRODUCTION, DEFINITIONS AND EXHIBIT LIST

This Annexation Agreement (“Agreement”) is made as of the _____ day of _____, 2019, by and among the Village of Mundelein (“Village”), and The Three B Partnership (“Owner”). The Village and Owner are collectively referred to herein as the “Parties.”

II. RECITALS

WITNESSETH:

WHEREAS, The Three B Partnership, holds fee simple title to certain property legally described as follows:

PARCEL 1: LOTS 17 THROUGH 20, INCLUSIVE, (EXCEPT THAT PART OF LOT 20 AS CONVEYED TO STATE OF ILLINOIS. BY INSTRUMENT RECORDED MAY 9, 1976 AS DOCUMENT 1915666) IN IVANHOE, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1879 AS DOCUMENT 21460, IN BOOK “A” OF PLATS, PAGE 43, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LOT 20 IN IVANHOE, BEING A SUBDIVISION RECORDED IN BOOK “A” OF PLATS, PAGE 43, AND THE SOUTHERLY LINE OF PARK AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PARK AVENUE TO THE NORTHEASTERLY LINE OF ROUTE 59A; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF ROUTE 59A, TO THE WEST LINE OF SAID LOT 20 IN IVANHOE. THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

being two parcels consisting of approximately 2 acres total as depicted on **Exhibit A**, Plat of Survey, attached hereto and made a part hereof.

WHEREAS, it is the desire of the Owner to annex the Property to the Village in accordance with the terms of this Agreement, the ordinances of the Village, and the Plat of Annexation as depicted on **Exhibit B**; and

WHEREAS, it is the desire of the Village to annex the Property pursuant to the terms and conditions of this Agreement and the ordinances of the Village; and

WHEREAS, Village and Owner have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, the Property is situated in the unincorporated area of Lake County and is contiguous to the incorporated territory of the Village and is currently developed and used as a restaurant and both Parties want the Owner to continue that existing use; and

WHEREAS, the corporate authorities of the Village have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearings thereon all as required by the provisions of the Illinois Statutes; and

WHEREAS, in reliance upon the current development of the Property, Owner and the Village have executed all petitions and other documents and timely served all notices that are necessary to accomplish the annexation of the Property to the Village; and

WHEREAS, in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, inclusive relating to Annexation Agreements, the Parties hereto wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provision of Illinois Compiled Statutes, 65 ILCS 5/11-15.1-3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties hereto agree as follows:

III. ANNEXATION

- A. Owner has filed with the Clerk of the Village a duly executed petition pursuant to and in accordance with the provisions of 65 ILCS 5/7-1-8 of the Illinois Compiled Statutes, to annex the Property to the Village subject to the approval of this Agreement. It is expressly understood that this Agreement, in its entirety, together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the Property is zoned and classified and approved for the Development specified in the Site Plan and as provided in this Agreement by the adoption of ordinances by the Village contemporaneously with the execution of this Agreement by the Village.

IV. ZONING

- A. Contemporaneously with the annexation of the Property, the Village shall consider all necessary ordinances, including the classification of the Property as C-2 General Commercial Zoning District and ordinances for the operation of a restaurant and outdoor amusement facility, being inclusive of the following activities: outdoor bar, volleyball

courts, lawn games, water feature/pool, weddings, fundraisers, television watch parties, outdoor dining, and other substantially similar activities.

- B. The Property is currently developed with a restaurant and outdoor amusement facility as depicted on the Plat of Survey prepared by Thomas F. Wasilewski dated May 25, 2005 attached hereto as **Exhibit A**.
- C. Any buildings, parking lots, accessory structures, or other structures not expressly permitted or made reference to by this Agreement and which are noncompliant with respect to the Village’s Ordinances and which were authorized through a permit by the applicable authorities shall be permitted to remain on the property in their current state as legal, non-conforming structures; however, all structures erected after the date of the Village’s approval of this Agreement shall comply with all Village Ordinances.

VI. IMPACT FEES, DONATIONS AND OTHER FEES

- A. Village Impact Fees: Village agrees to credit Owner for the following impact fees (the “Impact Fees”):

<u>Fees</u>	<u>Amount</u>
(1) Annexation Fee	\$8,207.67
(2) Capital Development	\$5,661.49
(3) Sewer Addition and Expansion	\$0.00
(4) Water Addition and Expansion	\$0.00
(5) Transportation	\$8,756.85
(6) Stormwater	\$5,042.42
(7) Downtown	\$7,988.00

Total Fees Credited \$35,656.43

The Village agrees that pursuant to the credits applied above, no additional impact fees shall be required of the Owner.

All other fees which are customarily and generally applicable throughout the Village (including, but not limited to, building permit fees, occupancy permit fees, sewer and water connection fees, building plan review and inspection fees, engineering plan review and inspection fees, and other consultant’s fees) as established from time to time by the Village shall apply.

- B. Fire Protection Fee: Upon execution of this annexation, Village is responsible for a payment in the amount of \$3,286.51 to the Countryside Fire Protection District for the fire protection property taxes on the Subject Property as provided in Public Act 91-0307. Said amount represents the five years of taxes as anticipated under said Act and shall be paid by the Village.

- C. School, Park and Library Donations: No school, park or library donations shall be required to be paid by the Owner unless the Property is re-zoned for some form of residential use, at which time school, park and library impact fees may be required pursuant to Village ordinances.
- D. Engineering and Other Consultants' Fees/Litigation Expense: Owner agrees to reimburse the Village for all engineering and other consultant fees in accordance with the provisions of Village Ordinance No. 06-07-63. In addition, if any third party files an action challenging or seeking to invalidate this Agreement or any portion thereof, and/or seeking damages or an injunction with respect to any action taken or provided for herein, Owner shall reimburse the Village for all attorneys' fees, costs and expenses incurred by the Village in connection with such litigation.
- E. The Owner has made a water connection to the Village's water main as provided for in the Temporary Water Agreement attached as **Exhibit C** and paid the applicable water connection fees on September 21, 2018 as required by said Agreement, therefore, no additional water connection fees shall be required of the Owner unless the property is used in some other fashion than described in this Agreement or additional water connections are needed; in such cases, all fees shall be in accordance with the Village's Fee Schedule at the time of connection, modification, or change in use of the property.
- F. The Owner is currently connected to the Village's sanitary sewer system and shall not be required to pay any sanitary sewer connection fees for the existing service connections. Any additional connections made to the sanitary sewer shall be made in accordance with Village Ordinances and the Village's Fee Schedule at the time of connection, modification, or change in use of the property.
- G. Village agrees to credit Owner for any application fees related to the approvals occurring contemporaneously with this Annexation Agreement, including a Special Use Permit Application, Community and Economic Development Committee Sign Variation Application, and Map Amendment Application.
- H. No Other Fees or Donations: Except as otherwise provided herein, Owner shall not be required by the Village to pay any fees or to donate any land or money or make any other contributions to the Village or any other governmental agency.
- VII. SITE IMPROVEMENTS and OPERATIONS
- A. The use of the Property shall be limited to those uses permitted by the Zoning Ordinance and may include a restaurant with an outdoor amusement facility if the Owner receives all the appropriate state and Village approvals and licenses for same.
- B. Within forty-five (45) days of the execution of this agreement, Owner shall apply for a Special Use Permit to allow the existing outdoor amusement facility on the Subject Property to continue after its annexation to the Village, the Village agrees to consider Owner's application for the same.

- C. Within forty-five (45) days of the execution of this agreement, Owner shall apply for a sign variation to allow for modifications to the existing pole sign in accordance to the Village's Sign Ordinance, the Village agrees to consider Owner's application for the same.
- D. Owner currently receives its water service from the CLCJAWA through the Village of Mundelein on a twelve-month temporary basis commencing on September 24, 2018 as described in the Temporary Water Agreement entered into by both Parties on October 8, 2018 and attached as **Exhibit C**. Following the execution of this Agreement, Owner will receive water from CLCJAWA through the Village of Mundelein and both Parties agree to terminate the Temporary Water Agreement.
- E. Easements and Access: Owner agrees to grant to the Village any necessary utility easements reasonably required from time to time at locations mutually satisfactory to the Village and Owner.
- F. Owner agrees to apply for any business licenses or special event permits as required by the Village to continue the current use of the property. The Village agrees that special event permits shall not be required for those regularly occurring activities that take place within the outdoor amusement facility or restaurant areas of the subject property including: weddings, live music, birthday parties, game nights, televised broadcasts, holiday-themed parties, fundraisers, and other events of a similar scope and nature. Both parties agree that the Village may require a special event permit for events occurring outside of the outdoor amusement facility area, being that area contained by fencing and located behind the primary structure, or for events which anticipate substantially larger than normal crowds of people or which incorporate substantially different activities than those activities previously listed in this section.
- G. Owner agrees to comply with the Village's Sign Ordinance by removing any existing pole sign(s) by April 14, 2020 unless otherwise permitted through a variation granted by the Village Board. Any new signage erected on the Subject Property after the date of the Village's approval of this Agreement shall comply with the Village's Sign Ordinance.

VIII. VILLAGE ORDINANCES

Compliance: Except as otherwise provided herein, Owner shall be subject to and comply with all of the provisions of the Village's Zoning Ordinance, the Subdivision Control Ordinance, Stormwater Control Ordinance, the 2015 International Building Code, as amended by the Village, the 2014 National Electric Code, as amended by the Village, the 2014 State of Illinois Plumbing Code, as amended by the Village, the 2015 International Fire Prevention Code, the 2018 International Energy Conservation Code, the 2018 Illinois Accessibility Code, as amended by the Village, the Stormwater Control Ordinance and all other applicable ordinances, codes, rules and regulations in effect from time to time, including, without limitation the payment of all fees, charges, expenses, and costs provided for therein. Also, to the extent applicable, Owner shall comply with the requirements of all other governmental agencies.

IX. LIQUOR SALES AND VIDEO GAMING

The Village currently does not have a liquor license classification under its Liquor Control Ordinance that would allow for the sale of alcohol at an outdoor facility. The Village agrees to create a new liquor license classification to allow for the sale of alcohol at the restaurant inside and at the outdoor amusement facility. The Village agrees that the Owner may apply for such a liquor license and that the Village Liquor Commission will consider Owner's application for same.

The Owner represents to the Village that it will promptly apply for liquor and video gaming license with completed documentation and all documentation necessary as required by Village ordinance. If 1) the Owner does not receive such license and approvals within forty-five (45) days from the date of the Village's approval of this Agreement and 2) the Owner notifies the Village in writing within such 45 day interval that it does not wish to annex the Subject Property to the Village, time being of the essence, the Village shall repeal the ordinance approving this Agreement along with any Village ordinance annexing the Subject Property. In the absence of both conditions subsequent occurring, the parties agree that the Subject Property shall remain annexed to the Village.

X. GENERAL PROVISIONS

- A. **Time of Essence/Cooperation of Parties:** Time is of the essence of this Agreement and of each and every provision hereof. The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the Village, the calling of special meetings, the holding of additional public hearings and the adoption of ordinances) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement. Specifically, but without limitation, in connection with Owner's performance of its obligations under this Agreement, the Village agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies and to cooperate otherwise to the extent necessary to assure Owner's performance of those obligations.
- B. **Conflict with Ordinances:** If any pertinent existing resolutions or ordinances, or interpretations thereof, of the Village are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the Development.
- C. **Term:** This Agreement shall be binding upon and inure to the benefit of the Parties, the successors to the Owner, and any successor municipal authorities of the Village and successor municipalities, for a period of twenty (20) years commencing with the Effective Date of this Agreement and for whatever additional period of time agreed to by the Parties in writing. In the event the zoning of the Property or the execution and delivery of this Agreement is challenged either directly or indirectly in any court proceeding which shall delay the construction of the Development, the period of time

during which such litigation is pending, to the extent permitted by law, shall not be included in calculating such twenty (20) year term.

- D. **Assignability:** This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Property, or any portion thereof; provided, however, that Owner shall not assign its rights or delegate its duties hereunder and such rights shall not inure to subsequent owners of the Property, unless the Village provides its prior written express consent of the proposed assignee of such rights which consent shall not be unreasonably withheld. If the Owner desires the Village approve an assignment it shall make such request to the Village in writing, which request shall identify the proposed assignee, and the Owner shall provide the Village with all information reasonably requested by the Village with respect to the proposed assignee's qualifications.
- E. **Notices:** All notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxes to the Parties at the following facsimile numbers:

If to VILLAGE: Village Administrator
Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
FAX: (847) 949-0143

With a copy to: Kelly Cahill
50 Virginia Street
Crystal Lake, Illinois 60014
FAX: (815) 459-9057

If to OWNER: The Three B Partnership
c/o John J. Bowes
29501 N. Gilmer Road
Grayslake, IL 60030
FAX: _____

Any party may change its address or facsimile for the service of notice by giving written notice of such change to the other party, in the manner specified below. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. mail, in the case of notice set by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the day and time of transmission).

- F. **Severability:** If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

- G. Remedies: Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive or otherwise available to any party at law or in equity.
- H. Breach of Agreement: In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days' notice of said breach to correct the same prior to the non-breaching party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).
- I. Default Cure: If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or any extension of said thirty (30) day period if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default.
- J. No Punitive Damages: Notwithstanding the foregoing, under no circumstances shall any of the Parties be liable to the other Parties for any consequential or punitive damages as a result of a default by any party under this Agreement.
- K. No Waiver: The failure of any of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not 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.
- L. Captions: Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Section numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement.
- M. Integration/Exhibits: This Agreement constitutes the entire agreement and understanding of the Parties relative to the subject matter hereof superseding all prior agreements, understandings and negotiations (all of which are expressly merged herein). All exhibits to this Agreement are incorporated herein by this reference thereto.
- N. Effective Date. The "Effective Date" of this Agreement shall be the date of its execution by the Village.

- O. Amendments: The Village and Owner, and its successors-in-interest may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in this Agreement by the adoption of an ordinance by the Village amending the terms of this Agreement and the acceptance of same by Owner, or its successors-in-interest, subject to the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1. Any modification to the zoning or development of the Property which may be hereinafter sought by the Owner, its successors and assigns, shall not be considered an amendment to this original Annexation Agreement or any amendment thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement this
_____ day of _____, 2019.

VILLAGE OF MUNDELEIN,
an Illinois Municipal Corporation

By: _____
Mayor

Attest: _____
Village Clerk

OWNER:
The Three B Partnership

BY: _____
Its: _____

Attachment: Exhibit A - Annexation Agreement (3985 : Crossroads of Ivanhoe - Annexation)



Community and Economic Development Ordinance

To: Mayor and Board of Trustees

From: Amanda Orenchuk

For Village Board Meeting of: October 28, 2019

Subject: Three B Partnership (d/b/a Crossroads of Ivanhoe) - Approving Petition and Annexing Property, 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60

Financial Impact:

Motion

Motion to Pass an Ordinance Approving the Three B Partnership Petition for Annexation and Annexing the Property Commonly Known as 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60, (Crossroads of Ivanhoe).

Comments

ORDINANCE NO. (ID # 3984)**AN ORDINANCE APPROVING THE THREE B PARTNERSHIP PETITION FOR ANNEXATION AND ANNEXING THE PROPERTY COMMONLY KNOWN AS 20915, 20893, AND 20871 WEST PARK AVENUE AND 20936 WEST ILLINOIS ROUTE 60, MUNDELEIN, ILLINOIS (CROSSROADS OF IVANHOE)**

WHEREAS, pursuant to 65 ILCS 5/7-1-25, the Three B Partnership (“Owner”), filed a petition with the Village of Mundelein, an Illinois municipal corporation located in Lake County, Illinois, (“Village”) to annex the property commonly known as 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60 (“Property”); and

WHEREAS, the Property, legally described in Section II of this Ordinance, is contiguous to the corporate limits of the Village; and

WHEREAS, it would be in the best interests of the Village to annex the Property; and

WHEREAS, a public hearing was held before the Village Board on October 28, 2019, on the petition for annexation for the Property; and

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Ordinance.

SECTION II: The Property, commonly known as 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60, and legally described as follows, is hereby annexed to the Village of Mundelein, subject to execution of the annexation agreement by all parties:

PARCEL 1: LOTS 17 THROUGH 20, INCLUSIVE, (EXCEPT THAT PART OF LOT 20 AS CONVEYED TO STATE OF ILLINOIS. BY INSTRUMENT RECORDED MAY 9, 1976 AS DOCUMENT 1915666) IN IVANHOE, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1879 AS DOCUMENT 21460, IN BOOK “A” OF PLATS, PAGE 43, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LOT 20 IN IVANHOE, BEING A SUBDIVISION RECORDED IN BOOK "A" OF PLATS, PAGE 43, AND THE SOUTHERLY LINE OF PARK AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PARK AVENUE TO THE NORTHEASTERLY LINE OF ROUTE 59A; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF ROUTE 59A, TO THE WEST LINE OF SAID LOT 20 IN IVANHOE. THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SECTION III: Within 90 days and pursuant to 65 ILCS 5/7-1-40, the Village Clerk shall file a certified copy of this Ordinance with an accurate map of the annexed Property with the Lake County, Illinois Recorder of Deeds.

SECTION IV: All requirements in the Mundelein Zoning Ordinance, as would be required of any owner of property zoned in the same manner as the Subject Property, shall be complied with, except as otherwise provided in this Ordinance, or other ordinances approved by the Mayor and Board of Trustees with respect to the Subject Property.

SECTION V: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION VI: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VII: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

ADOPTED this 28th day of October, 2019 by a roll call vote as follows:

President

ADOPTED: October 28, 2019

APPROVED: October 28, 2019

PUBLISHED in pamphlet form: _____

ATTEST: _____
Village Clerk

**Village Board**

300 Plaza Circle
Mundelein, IL 60060

SCHEDULED

Meeting: 10/28/19 07:00 PM
Department: Community and Economic Development
Category: Findings of Fact
Prepared By: Ann Watson
Initiator: Amanda Orenchuk
Sponsors:
DOC ID: 3986

MOTION (NOT A RES OR ORD) (ID # 3986)

**Three B Partnership (d/b/a Crossroads of Ivanhoe) - Accept
Planning and Zoning Commission Findings of Fact, 20915,
20893, and 20871 West Park Avenue and 20936 West Illinois
Route 60**

Motion to accept the Planning & Zoning Commission Findings of Fact.

**Village Board**

300 Plaza Circle
Mundelein, IL 60060

SCHEDULED

Meeting: 10/28/19 07:00 PM
Department: Community and Economic Development
Category: Recommendations
Prepared By: Ann Watson
Initiator: Amanda Orenchuk
Sponsors:
DOC ID: 3987

MOTION (NOT A RES OR ORD) (ID # 3987)

**Three B Partnership (d/b/a Crossroads of Ivanhoe) - Accept
Planning and Zoning Commissions Recommendations,
20915, 20893, and 20871 West Park Avenue and 20936 West
Illinois Route 60**

Motion to accept the Planning & Zoning Commission's Recommendations.



Community and Economic Development Ordinance

To: Mayor and Board of Trustees

From: Amanda Orenchuk

For: Village Board Meeting of: October 28, 2019

Subject: Three B Partnership (d/b/a Crossroads of Ivanhoe) - Map Amendment and Rezoning, 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60

Financial Impact:

Motion

Motion to Pass an Ordinance Approving a Map Amendment to Change the Zoning of Property Commonly Known as 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60, (Crossroads of Ivanhoe).

Comments

ORDINANCE NO. (ID # 4017)**AN ORDINANCE APPROVING A MAP AMENDMENT TO CHANGE THE ZONING OF
PROPERTY COMMONLY KNOWN AS 20915, 20893, AND 20871 WEST PARK AVENUE AND 20936
WEST ILLINOIS ROUTE 60, MUNDELEIN, ILLINOIS
(CROSSROADS OF IVANHOE)**

WHEREAS, pursuant to 65 ILCS 5/7-1-25, the Three B Partnership (“Owner”), filed a petition with the Village of Mundelein, an Illinois municipal corporation located in Lake County, Illinois, (“Village”) to annex and change the zoning classification for property commonly known as 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60 (“Property”); and

WHEREAS, a public hearing was held before the Mundelein Planning and Zoning Commission (“Commission”) on October 16, 2019, on the petition and the Commission has made its findings of fact and recommended approval of the petition subject to the terms of an annexation agreement between the Village and the Owner; and

WHEREAS, the Mayor and Board of Trustees have considered the Commission’s recommendation and findings of fact and have determined that the petition will benefit the Village subject to the annexation agreement between the Village and the Owner; and

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Ordinance.

SECTION II: Upon the passage of this ordinance, annexation, and execution of the annexation agreement by all parties, property commonly known as 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60 (“Property”), further described as

PARCEL 1: LOTS 17 THROUGH 20, INCLUSIVE, (EXCEPT THAT PART OF LOT 20 AS CONVEYED TO STATE OF ILLINOIS. BY INSTRUMENT RECORDED MAY 9, 1976 AS DOCUMENT 1915666) IN IVANHOE, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1879 AS DOCUMENT 21460, IN BOOK “A” OF PLATS, PAGE 43, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LOT 20 IN IVANHOE, BEING A SUBDIVISION RECORDED IN BOOK "A" OF PLATS, PAGE 43, AND THE SOUTHERLY LINE OF PARK AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PARK AVENUE TO THE NORTHEASTERLY LINE OF ROUTE 59A; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF ROUTE 59A, TO THE WEST LINE OF SAID LOT 20 IN IVANHOE. THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

shall be zoned C-2 General Commercial Zoning District pursuant to the Mundelein Zoning Ordinance.

SECTION III: All requirements in the Mundelein Zoning Ordinance, as would be required of any owner of property zoned in the same manner as the Subject Property, shall be complied with, except as otherwise provided in this Ordinance, or other ordinances approved by the Mayor and Board of Trustees with respect to the Subject Property.

SECTION IV: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION V: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

ADOPTED this 28th day of October, 2019 by a roll call vote as follows:

President

ADOPTED: October 28, 2019

APPROVED: October 28, 2019

PUBLISHED in pamphlet form: _____

ATTEST: _____
Village Clerk



Community and Economic Development Ordinance

To: Mayor and Board of Trustees

From: Amanda Orenchuk

For Village Board Meeting of: October 28, 2019

Subject: Three B Partnership (d/b/a Crossroads of Ivanhoe) - Special Use Permit, 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60

Financial Impact:

Attachments:

1. Exhibit A - Legal Description - Crossroads of Ivanhoe (DOC)
2. Exhibit B - Crossroads - Outdoor Amusement Facility (PDF)

Motion

Motion to pass an Ordinance Granting a Special Use Permit to the Three B Partnership to allow for outdoor amusement facility use on the property located at 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60, pursuant to Sections 20.32.020 and 20.48.040(B) of the Zoning Ordinance

Comments

ORDINANCE NO. (ID # 3988)**ORDINANCE GRANTING A SPECIAL USE PERMIT FOR OUTDOOR AMUSEMENT FACILITY USE FOR THE
THREE B PARTNERSHIP AT 20915, 20893, AND 20871 WEST PARK AVENUE AND 20936 WEST
ILLINOIS ROUTE 60, MUNDELEIN, ILLINOIS
(CROSSROADS OF IVANHOE)**

WHEREAS, an application has been filed by the Three B Partnership (the “Applicant”) requesting a Special Use Permit for Outdoor Amusement Facility use on the property located at 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60, Mundelein, Illinois, the legal description of which is set forth on **Exhibit A** attached hereto and made a part hereof (the “Subject Property”); and

WHEREAS, the Subject Property is owned by the Three B Partnership; and

WHEREAS, the Subject Property is located in the C-2 General Commercial Zoning District; and

WHEREAS, a Special Use Permit is required under the provisions of Table 20.32-1 of Section 20.32.020 of the Mundelein Municipal Code for Outdoor Amusement Facility use in the C-2 General Commercial Zoning District; and

WHEREAS, pursuant to notice as provided by statute and ordinance, a public hearing was held on October 16, 2019 by the Mundelein Planning and Zoning Commission; and

WHEREAS, the Mundelein Planning and Zoning Commission voted 7-0 in favor of a recommendation to approve the Special Use Permit; and

WHEREAS, at its regular public meeting on October 28, 2019, the Village Board of Trustees approved the Planning and Zoning Commission’s findings of fact and recommendations; and

WHEREAS, at said public meeting, the Village Board of Trustees felt it is in the best interest of the Village to pass an Ordinance granting said Special Use Permit.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I. Pursuant to Table 20.32-1 of Section 20.32.020 and Section 20.48.040(B) of the Mundelein Municipal Code, a Special Use Permit is hereby granted to the Applicant for Outdoor Amusement Facility use on the Subject Property, subject to execution of the annexation agreement by all parties.

SECTION II. The Special Use is being granted to the Applicant for the use of the Subject Property for Outdoor Amusement Facility use as depicted by the site plan attached hereto and made a part hereof as **Exhibit B**.

SECTION III. This Ordinance shall be in full force and effect from and after its passage, approval, filing and publication in pamphlet form as by law provided.

ADOPTED this 28th day of October, 2019 by a roll call vote as follows:

President

ADOPTED: October 28, 2019

APPROVED: October 28, 2019

PUBLISHED in pamphlet form: _____

ATTEST: _____

Village Clerk

EXHIBIT A**LEGAL DESCRIPTION**

COMMONLY KNOWN AS: 20915 WEST PARK AVENUE, MUNDELEIN, ILLINOIS;
 20936 WEST ILLINOIS ROUTE 60, MUNDELEIN, ILLINOIS
 20893 WEST PARK AVENUE, MUNDELEIN, ILLINOIS; AND
 20871 WEST PARK AVENUE, MUNDELEIN, ILLINOIS

PINs: 10-23-104-002; 10-23-104-003; 10-23-104-007; and 10-23-104-008

LEGAL DESCRIPTION:

PARCEL 1: LOTS 17 THROUGH 20, INCLUSIVE, (EXCEPT THAT PART OF LOT 20 AS CONVEYED TO STATE OF ILLINOIS. BY INSTRUMENT RECORDED MAY 9, 1976 AS DOCUMENT 1915666) IN IVANHOE, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1879 AS DOCUMENT 21460, IN BOOK "A" OF PLATS, PAGE 43, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LOT 20 IN IVANHOE, BEING A SUBDIVISION RECORDED IN BOOK "A" OF PLATS, PAGE 43, AND THE SOUTHERLY LINE OF PARK AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PARK AVENUE TO THE NORTHEASTERLY LINE OF ROUTE 59A; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF ROUTE 59A, TO THE WEST LINE OF SAID LOT 20 IN IVANHOE. THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Crossroads of Ivanhoe - Location of Outdoor Amusement Facility Use



**Village Board**300 Plaza Circle
Mundelein, IL 60060**SCHEDULED**Meeting: 10/28/19 07:00 PM
Department: Community and Economic Development
Category: Variation
Prepared By: Ann Watson
Initiator: Amanda Orenchuk
Sponsors:
DOC ID: 3990**MOTION (NOT A RES OR ORD) (ID # 3990)**

Three B Partnership (d/b/a Crossroads of Ivanhoe) - Sign Variations, 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60

Motion to accept the recommendations of the CEDC and authorize staff to draft an Ordinance approving a sign variation from Sections 21.24.070(A)(1), 21.24.070(C), and 21.24.080(F) of the Mundelein Municipal Code to permit the installation of an electronic message center at 20915, 20893, and 20871 West Park Avenue and 20936 West Illinois Route 60.