

Village of Antioch, Illinois

RESOLUTION NO. 21-55

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AGREEMENT FOR SHARED PARKING LOT SOUTHWEST OF DEPOT STREET AND CUNNINGHAM DRIVE WITH UNITED METHODIST CHURCH OF ANTIOCH

WHEREAS, the Village of Antioch ("Village") is a municipality located in Lake County, Illinois; and

WHEREAS, the Village and United Methodist of Antioch ("United Methodist", and together with the Village, the "Parties") have entered into that certain Agreement dated January 21, 2002 (the "Original Agreement"), as amended by that certain first amendment dated December 6, 2005 (the "First Amendment"), pursuant to which the Parties agreed to terms regarding the shared parking lot southwest of Depot Street and Cunningham Drive; and

WHEREAS, the Parties now desire to amend the Original Agreement, as amended by the First Amendment, pursuant to the terms set forth in that certain second amendment to the Original Agreement, a copy of which is attached hereto as Exhibit A (the "Second Amendment"); and

WHEREAS, the Village Mayor (the "Mayor") and the Village Board of Trustees (the "Village Board", and together with the Mayor, the "Corporate Authorities") have determined that it is in the best interests of the Village to approve, enter into, and execute the Second Amendment;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Antioch, Lake County, Illinois, as follows:

Section 1. The Amendment is hereby approved.

Section 2. The Corporate Authorities hereby further authorize and direct the Mayor, or his designee, to enter into and execute the Second Amendment, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

Section 3. This resolution shall take effect immediately upon passage.

APPROVED this 11th day of August, 2021.

ATTEST:

Lori K. Romine
LORI K. ROMINE, VILLAGE CLERK

Scott J. Gartner
SCOTT J. GARTNER, MAYOR

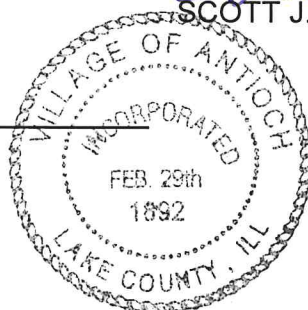


EXHIBIT A

**SECOND AMENDMENT TO AGREEMENT FOR SHARED PARKING LOT
SOUTHWEST OF DEPOT STREET AND CUNNINGHAM DRIVE**

SECOND AMENDMENT TO AGREEMENT FOR SHARED PARKING LOT SOUTHWEST OF DEPOT STREET AND CUNNINGHAM DRIVE (this "Second Amendment") is made as of the latest date set forth in the signature line hereof (the "Effective Date"), by and between the Village of Antioch (the "Village"), an Illinois municipal corporation, and United Methodist Church of Antioch (the "United Methodist"), a religious organization. The Village and the United Methodist may, for convenience, be referred to collectively as the "Parties"

WITNESSETH:

WHEREAS, the Village and United Methodist have entered into that certain Agreement dated January 21, 2002 (the "Original Agreement"), incorporated herein by reference, as amended by that certain first amendment dated December 6, 2005 (the "First Amendment"), incorporated herein by reference, pursuant to which the Parties agreed to terms regarding the shared parking lot southwest of Depot Street and Cunningham Drive; and

WHEREAS, the Parties now desire to amend the Original Agreement, as previously amended by the First Amendment, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into and deemed a part of this Second Amendment), the Parties agree as follows:

A-1. The term "Agreement" as used herein and in the Original Agreement shall mean and refer to the Original Agreement, as amended by the First Amendment and this Second Amendment.

A-2. The Agreement shall expire on January 20, 2023, unless an extension of time is further agreed to by both Parties.

A-3. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Original Agreement as amended by the First Amendment.

A-4. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

A-5. This Second Amendment and the Original Agreement, as amended by the First Amendment, contain the complete and integrated agreement of the Village and United Methodist regarding the shared parking lot southwest of Depot Street and Cunningham Drive. This Second Amendment and the Original Agreement, as amended by the First Amendment, shall not be further amended, modified or supplemented except by a writing signed by the Parties.

A-6. To the extent any provision of the Original Agreement, as amended by the First Amendment, is inconsistent with any provision of this Second Amendment, the terms of this Second Amendment shall control. Except as specifically modified by this Second

Amendment, all terms and conditions of the Original Agreement, as amended by the First Amendment, are and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

Date: _____

VILLAGE: The Village of Antioch, Illinois, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

United Methodist: United Methodist Church of Antioch, an Illinois religious institution

By: _____

Name: _____

Title: _____

Trustees
Robert J. Caulfield, Jr.
Lawrence M. Hanson
Robert E. McCarty



Trustees
Scott A. Pierce
Barbara S. Porch
Mary J. Turner

Dorothy A. Larson, Mayor
Candi L. Rowe, Clerk

July 28th

December 6, 2005

Ms. Barbara Goetzelman
United Methodist Church
848 Main Street
Antioch, IL 60002

Re: Amendment to Agreement for Shared Parking Lot *(Extended to Jan. 2022)*

Barb:

The Village Board of Trustees approved the amendment to the Shared Parking Lot Agreement at their meeting held on December 5, 2005. Enclosed you will find one fully executed original copy for your records.

Should you have any questions or need additional information, please feel free to contact me at 847-395-1000.

Sincerely,

Candi L. Rowe
Candi L. Rowe RMC, CMC
Village Clerk

Enclosure

Cc: Agreement File



**FIRST AMENDMENT TO AGREEMENT FOR SHARED PARKING LOT
SOUTHWEST OF DEPOT STREET AND CUNNINGHAM DRIVE**

WHEREAS, on January 21, 2002 the Parties hereto entered into an "Agreement for Shared Parking Lot Southwest of Depot Street and Cunningham Drive" (the "Agreement"); and

WHEREAS, the term of the Agreement was for a period of five (5) years; and

WHEREAS, the Parties desire to extend the term of the Agreement to twenty (20) years.

NOW, THEREFORE, in consideration of the premises and the continuing obligations of the Parties, it is agreed as follows:

1. That paragraph 7 of the Agreement for Shared Parking Lot Southwest of Depot Street and Cunningham Drive be and is hereby amended to provide that "This Agreement shall be in effect for twenty (20) years from January 21, 2002 to and including January 20, 2022, unless an extension of time is further agreed to by both Parties."
2. All other terms and conditions of the January 21, 2002 Agreement for Shared Parking Lot Southwest of Depot Street and Cunningham Drive shall remain in full force and effect for the duration of the Agreement as modified herein.

UNITED METHODIST CHURCH
OF ANTIOCH

BY: [Signature]

Title: CHURCH-TRUSTEES

Attest: Barbara Getzelman

Date: 12/1/05

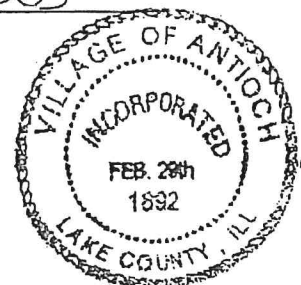
VILLAGE OF ANTIOCH

[Signature]

Title: MAYOR

Attest: [Signature]

Date: 12-6-2005



VILLAGE OF ANTIOCH

Trustees

Robert J. Caulfield, Jr.
Wayne L. Foresta
Lawrence M. Hanson

Taso Maravelas, Mayor
Candi L. Rowe, Clerk

Trustees

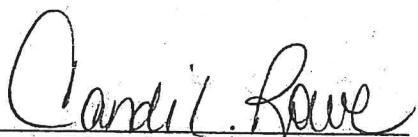
Dorothy A. Larson
Scott A. Pierce
Barbara S. Porch

Memo

To: Dr. Donald Skidmore
Fr.: Candi Rowe, Village Clerk
Date: January 23, 2002
Re: Agreement for Shared Parking Lot Southwest of Depot Street and
Cunningham Drive

Enclosed you will find two copies of the ***Agreement for Shared Parking Lot Southwest of Depot Street and Cunningham Drive*** signed by the Village of Antioch. Please sign both copies, keep one copy for your files and return one copy to me.

If you have any questions, call me at 847-395-1000.



Candi L. Rowe, Village Clerk



AGREEMENT FOR SHARED PARKING LOT SOUTHWEST OF DEPOT STREET
AND CUNNINGHAM DRIVE

THIS AGREEMENT is entered into on 21 day of January, 2002, by and between the Village of Antioch, 874 Main Street, Antioch, Lake County Illinois ("Village"), And the United Methodist Church of Antioch, 848 Main Street, Antioch, Lake County, Illinois ("Church").

WHEREAS, the Village is an Illinois Municipal corporation established and operated pursuant to Illinois Municipal Code, 65 ILCS 1/1 et. Seq.;

WHEREAS, the Church is the owner of property currently used as a parking lot situated southwest Of the intersection of Depot Street and Cunningham Drive; north of the Police Station, 433 Orchard Street, East of the Antioch Senior Center, 817 Holbek Drive; and described as follows:

That westerly part of Lot 45, which is part of PIN 02-08-302-025, (except for that northerly part of Lot 45 which is identified on the Lake County Tax Parcel Map as PIN 02-08-302-024, the westerly part of which is improved as part of Depot Street to the intersection with Cunningham Drive), in County Clerk's Subdivision of unsubdivided lands situated westerly of a line described as follows:

Stating from a point 20 feet (more or less) easterly along the northerly property line of Lot 5, (PIN 02-08-302-008), in Simon's Addition, to a point where the property line between PIN 02-08-302-024 and PIN 02-08-302-025, intersects with the south extension of the centerline of the Cunningham Drive right-of-way;

All within the Northwest Quarter of the Southwest of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in the Village of Antioch, Lake County, Illinois.

WHEREAS, both the Village and the Church recognize the needs and the benefits from sharing the use of the parking lot.

NOW, THERFORE, in consideration of the terms and conditions contained in this Agreement, the parties hereto agree as follows:

1. The Village shall develop, at its cost, the referenced property, (except for the existing sidewalk and bike path pursuant to the easement agreement entered into on October 23, 2000), as a parking lot with paved surface, striping of parking stalls, and barrier curbs or wheel stops, lay-out of which must be approved in writing by the Church.
2. The Village shall provide, at its cost, the referenced property as well as the existing adjacent eastern parking lot and driveways with snow and ice control.
3. The Church shall allow the Village to use the parking lot at no cost to the Village.
4. The Church Retains the right to exclusive use of all Church owned parking areas for all

Sunday mornings, religious holidays and the eves of the same, special Church ceremonies and/or celebrations, when full use of the parking area is required by the Church. The Church will give the Village adequate notice of all special days. It will be the responsibility of the Village to notify all Village and Police Department employees to remove all vehicles at these times.

5. The Village will make available to the Church a calendar of events when they feel that heavy use of the parking area is anticipated.
6. The use of the referenced property shall be for the sole purpose of parking vehicles. There is to be no long-term or extended storage of vehicles. There shall be no tents, temporary retail or display structures, no vending or dispensing of any food, beverages, or merchandising in this area.
7. This agreement shall be in effect for five (5) years from the above date, unless an extension of time is further agreed to by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by the authorized representatives as of the day and year first above-written.

UNITED METHODIST CHURCH
OF ANTIOCH

BY: [Signature]
Chairs
Title: Board of Ad. Council
Trustees
ATTEST: Babara Ditzel
Date: January 28, 2002

VILLAGE OF ANTIOCH

BY: [Signature]
Title: Mayor
ATTEST: [Signature]
Date: January 21, 2002

**SENIOR
SERVICES
2/3/03**

Trustee Larson discussed the recent Senior Council meeting where there was discussion on the village applying for a variance for an addition on the center. The seniors also requested the village look into the possibility of the village working with the Methodist Church and blacktop the area owned by the Church but used by the Police Department and Senior Center. Administrator Haley said that it is in the agreement to black top the gravel area (about an 1/2 of an acre) once there is funding. A committee has been scheduled for 9:00 a.m. on February 6 to discuss the expansion of the senior center.

VILLAGE OF ANTIOCH

Trustees

Robert J. Caulfield, Jr.
Wayne L. Foresta
Lawrence M. Hanson

Taso Maravelas, Mayor
Candi L. Rowe, Clerk

Trustees

Dorothy A. Larson
Scott A. Pierce
Barbara S. Porch

Memorandum

To: Mayor and Board of Trustees

From: Mike Haley

Date: 1/14/02

Re: Agreement with United Methodist Church

The enclosed agreement formalizes a verbal agreement that was made between Tim Wells and Don Skidmore sometime during the construction of the new police station. The property in question is directly north of the police station and east of the senior citizen center parking lot. If you have any questions, please contact me. It will be on the agenda for your consideration at the meeting of January 21, 2002.



Village of Antioch

Marilyn Shineflug, Mayor
Candi Rowe, Clerk

Trustees
Ronald Cunningham
Wayne Foresta
Lawrence Hanson
Dorothy Larson
Marvin Oldenburger
Barbara Porch

INDEMNIFICATION AGREEMENT

To whom it may concern:

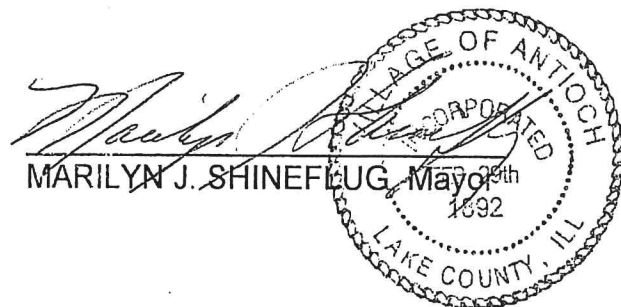
By this document the Village of Antioch agrees to indemnify the United Methodist Church located at 848 Main Street, Antioch, Illinois, from any and all types of liability or negligence on the part of the employees of the Village of Antioch, its authorized agents, contractors and subcontractors.

This Indemnification Agreement is made for the purpose of allowing the Village of Antioch, its contractors, subcontractors to use the United Methodist Church parking lot for the purpose of parking construction equipment and construction material used in conjunction with the construction of the new Antioch Police Department.

After the completion of the construction of the aforesaid police station, the Village of Antioch agrees to place the United Methodist Church property in a condition to be ready for the placement of 2" of asphalt surface over the entire parking lot to be completed by the United Methodist Church.

This Indemnification Agreement does not include any acts performed or done by the United Methodist Church, its members, employees, agents or parishioner.

Dated this 11th day of June 1999.



Attest:

Candi L. Rowe
CANDI L. ROWE, Village Clerk

874 Main Street, Antioch, Illinois 60002

(847) 395-1000

Fax (847) 395-1920

