VILLAGE OF ANTIOCH

ORDINANCE NO. 20-09-27

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT FOR MAIN STREET TOWNHOMES (PZB 20-02)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

September 14th, 2020

Published in pamphlet form by authority of the Village Board of the Village of Antioch, Lake County, Illinois, this 15th day of September, 2020

LAWRENCE M. HANSON	President	JERRY JOHNSON	Trustee
LORI K. ROMINE	Clerk	MARY DOMINIAK TED POULOS	Trustee Trustee
LOIG K. KOWIIVE	CICIK	SCOTT A. PIERCE	Trustee
ROBERT J.LONG	Attorney	ED MACEK DANIEL YOST	Trustee Trustee

ORDINANCE NO. 20-09-27

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT FOR MAIN STREET TOWNHOMES (PZB 20-02)

WHEREAS, pursuant to Chapter 15 of Title 10 of the Antioch Village Code, a public hearing was commenced by the Combined Planning Commission and Zoning Board on March 12, 2020 following notification as required by State Law and Village Ordinance to consider a petition for a Special Use allowing for a Planned Unit Development for a townhome development at the property commonly known as 647 and 657 Main Street, Antioch, Illinois.

WHEREAS, the Combined Planning Commission recommended approval of the Special Use for a Planned Unit Development at the March 12, 2020 meeting by a vote of 5-0.

WHEREAS, the applicant is proposing to construct 37 townhome units on approximately 2.9 acres of property located at the property commonly known as 647 and 657 Main Street, Antioch, Illinois.

WHEREAS, the applicant has submitted a Planned Unit Development Agreement, which hereby attached and incorporated into this ordinance and provides the applicant relief on Village's setback regulations pertaining to front-yards, rear-yards, and building height limitations.

WHEREAS, that the applicant in consideration for the setback relief has incorporated substantial architectural upgrades to the proposed townhome elevations as incorporated in the proposed Site Plan and Planned Unit Development from what was approved in the original zoning entitlements for this project.

WHEREAS, the Corporate Authorities have concluded and found that the Special Use, subject to and in conformance with the terms and conditions of this Ordinance, conform to a majority of the required standards as required by ordinance, including; a) The special use will not be injurious to the use and enjoyment of other property in the immediate are for the purpose already permitted, not substantially diminish property values within the neighborhood; and b) The establishment of the Special Use will not impede the normal and orderly development and improvement of the adjacent properties for uses permitted in the subject zoning district.

WHEREAS, the Corporate Authorities have concluded and found that the Special Use will further enhance economic development within the Village and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I: The representations, recitations and findings set forth in the foregoing recitals are material to this Ordinance and such recitals are hereby incorporated into and made a part of this Ordinance as though they were fully set forth herein. This Ordinance shall be liberally construed so that the purpose and intent represented by the recitals shall be accomplished to the greatest extent permitted by law.

SECTION II: That the real estate which is the subject of this ordinance (Subject Property) is legally described as follows:

(See attached legal description)

SECTION III: That, subject to the conditions stated below, the Special Use shall be and is hereby approved and shall be binding upon the Village, Petitioner and Owner, and their respective owners successors, and assigns when a true execution copy of this Ordinance is tendered to the Village fully executed by the Petitioner and Owner, and when the Mayor has affixed his signature upon the Ordinance"

SECTION IV: The following exhibits shall be attached to and made a part of this Special Use Ordinance and, except as expressly modified by this Ordinance, compliance with all standards, requirements, designs or specifications in such exhibits shall be a condition of the grant of this Special Use Ordinance:

- A. Village Board Staff Report attached as Exhibit A;
- B. Planned Unit Development (PUD) Agreement
- C. Site Plan and architectural elevations

SECTION V: Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Antioch, its officials, agents or employees.

SECTION VI: If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative

intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not be included.

That the Village Clerk is hereby directed and ordered to publish this **SECTION VII:** Ordinance in pamphlet form as provided by law.

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

Passed this 14th day of September, 2020

	Ayes:	Nays:	Absent/Abstain:
Scott A. Pierce	X		
Daniel Yost	X		
Ted Poulos	X		
Ed Macek	X		
Mary Dominiak	X		
Jerry Johnson	X		

APPROVED:

Lawerence M. Hanson, Mayor

ATTEST:

Lori K. Romine, Village Clerk

Presented and read, or reading having been waived at a duly convened meeting of the Corporate Authorities on September 14, 2020.

STATE OF ILLINOIS)

SS

COUNTY OF LAKE)

CERTIFICATE

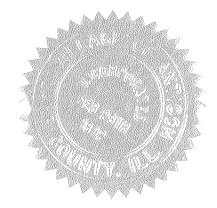
I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on September14, 2020 the Corporate Authorities of such municipality passed and approved Ordinance No 20-09-27 entitled "An Ordinance Granting a Special use for a Planned Unit Development for Main Street Townhomes" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 20-09-27 including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on September 15, 2020 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 15th day of September 2020.

Lori K. Romine, Village Clerk





LEGAL DESCRIPTION

Parcel 1:

Lot 14, except the West 285 Feet thereof, and Lot 34 in Bock's Addition to Antioch, in the North 1/2 of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded December 26, 1890, as document 43816, in Book "B" of Plats, Page 36, in Lake County, Illinois.

Parcel 2:

Lots 16, 32, and 33 in Bock's Addition to Antioch, in the North 1/2 of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof, recorded December 26, 1890, as document 53816, in Book "B" of Plats, Page 36, in Lake County, Illinois.

Parcel 3:

Lot 15 in Bock's Addition to Antioch, in the North 1/2 of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded December 26, 1890, as document 43816, in Book "B" of Plats, Page 36, in Lake County, Illinois.

Main Street Townhomes

Planned Unit Development Agreement

THIS Planned Unit Development Agreement is executed this ____ day of ______, 2020 by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as "City"), and Mark Peterson, a private individual and Main Street Townhomes, LLC, an Illinois limited liability company (hereinafter referred to as "Developer"); and,

WHEREAS, the Developer is the lawful owner of the following legally described parcel of property located at what is commonly known as 649 South Main Street, Antioch, IL 60002 and further attached as Exhibit A (legal description):

Parcel 1:

Lot 14, except the West 285 Feet thereof, and Lot 34 in Bock's Addition to Antioch, in the North 1/2 of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded December 26, 1890, as document 43816, in Book "B" of Plats, Page 36, in Lake County, Illinois.

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Parcel 3:

Lot 15 in Bock's Addition to Antioch, in the North 1/2 of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded December 26, 1890, as document 43816, in Book "B" of Plats, Page 36, in Lake County, Illinois; and,

WHEREAS, the Developer has filed for a Petition for a Planned Unit Development under a petition which is commonly known as Main Street Townhomes; and,

WHEREAS, the parcel of property which is the subject of this Agreement is comprised of approximately plus or minus 2.9 acres and is currently zoned for a Planned Unit Development "Townhomes" and is in zoning district known as Main Street Transitional. The property was previously zoned for townhomes under what is commonly known as the Cedar Point Phase 3 Townhome Development, and the subject property is located in the comprehensive planned district known as "Downtown District"; and,

WHEREAS, the Developer requests to change the original Planned Unit Development (PUD) zoning so as to allow the subject property to be developed for more modern townhomes, all in accordance with this Agreement and the zoning petition and conditions instituted and implemented by both the City and this Agreement; and,

WHEREAS, in approving the Developer's request to rezone the property to the PUD zoning designation and the approval of the PUD Site Plan, the City and the Developer, have requested certain conditions and made certain representations, which were relied upon by each other and it is the intent and desire of both the City and the Developer that said conditions are set forth and established in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISE AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. **Permitted Uses**. The property which is the subject of this Agreement shall be permitted to be used for the purposes of developing a townhome complex comprising of 37 new townhomes, said townhome complex to be constructed in accordance with the terms and conditions of the Village Code and this Agreement.
- 2. **Site Plan**. The Developer hereby acknowledges and agrees that the property shall be developed in phases generally in accordance with the Site Plan, attached hereto and made a part hereof and otherwise labeled as Exhibit B (Site Plan).
- 3. **Site Development Regulations**. Except as specifically set forth in the Site Plan and in this Agreement, the subject property shall be developed in accordance with the site development regulations promulgated under the applicable City ordinances. Setbacks and parameters for the general structures shall be as follows:

A. Front Yard Setback: 14.5'

B. Rear Yard Setback: 10'

C. Building Height: 38'4"

- 4. **Architectural Theme**. The building elevations, building materials and color palate for the development (collectively, "the architectural theme") shall be generally consistent with the building elevation set forth in Exhibit C (building elevation). It being understood by and between the parties hereto that the design details for the elevations, facades, columns, window bays, building materials and other architectural features may be modified from time to time by the owner or the developer of each building; provided that the planning director, or his or her designee, determines that such modifications are consistent with the architectural theme presented herein.
- 5. **Private Streets**. The parties acknowledge that Main Street Townhomes shall be serviced by a private street system. As a condition of this zoning, the Developer shall cause the newly proposed street to tie into and/or be joined with what is currently known as Pamela Court and the new constructed street shall then be renamed "Belle Drive". It is the desire of the parties that the two curb cuts on the property which is the subject of this

Agreement shall be reduced to one curb cut and the remaining curb cut shall be enlarged, all in accordance with the dimensions set forth in Exhibit B, the Site Plan. However, the parties to this Agreement acknowledge that the Illinois Department of Transportation (IDOT) needs to approve the curb cut proposal and as such, the Developer agrees to work towards all necessary IDOT approvals as the same relates to this development.

6. **Landscaping Plan**. Landscaping shall be incorporated and installed by the Developer in accordance with the Landscaping Plan as provided herein as Exhibit D (Landscaping Plan).

7. Miscellaneous.

- A. Agreement Binding. The provisions of this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of, the parties to this Agreement and all their respective representatives, successors, assigns, heirs and estates, including all successor owners of the real estate described herein, or any future replotting of the same. Every time the phrase "successors and assigns" is used throughout this Agreement, it is to be attributed to the same meaning as this "Agreement Binding" provision. No special meaning shall be given to any instance in this contract in which the name of the party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- B. **Notices**. All notices, demands and requests required to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally, by a nationally recognized overnight carrier, or sent by United States Post Office Certified Mail, return receipt requested, postage prepaid, and addressed to the party at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally, on the next business day if sent by overnight carrier, or 3 business days after post-marked if mailed. The initial addresses shall be:

To City: Village of Antioch

874 Main Street Antioch, IL 60002

To Developer: Main Street Townhomes

Attn: Mark Peterson

PO Box 2

Libertyville, IL 60048

Such addresses may be changed from time to time by notice to all parties.

- C. **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
- D. **Entire Agreement**. This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding of all agreements of the parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between the parties, whether individually or collectively, concerning the subject matter hereof.
- E. **Amendments**. This Agreement may be amended, modified or supplemented in writing by the City and the Developer as follows:
 - i. <u>Minor Amendments</u>. The planning director, or his or her designee, may approve minor amendments to the approved Site Plan provided that:
 - a) Changes in the alignment and location of structures do not exceed 3' in any direction.
 - b) The floor area of any single building is not changed more than 5%.
 - ii. Major Amendments. Any amendment to this Agreement that is determined by the planning director, or his or her designee, to be a substantial or material change to the Site Plan or architectural theme shall be submitted to the Planning Commission for its review and recommendation and then to city counsel for its review and disposition of any such amendment, modification, or supplement to this Agreement. Any such amendment that is considered a major amendment, shall be executed by the Developer and the City and shall be recorded in the office of the Recorder of Deeds of Lake County.
 - iii. Both the preliminary and final PUD Site Plan may be amended in the future consistent with the City's zoning ordinance and other applicable ordinances. Any individual person or entity seeking to develop a particular phase may apply for an amendment without the consent of all owners of this PUD.

- F. **Successors and Assigns**. This Agreement shall run with the land and any future replotting of said land and shall be binding upon the parties hereto and their successors and assigns.
- G. **Recordable Agreement**. This Agreement shall be indexed and recorded against the property which is the subject of this Agreement in the office of the Lake County Recorder of Deeds.
- H. **Non-Discrimination**. Neither the City nor the Developer, nor their respective agents, contractors and consultants shall, in the performance of this Agreement, discriminate or permit discrimination in violation of Federal or State laws or local ordinances because of race, color, sex, age, political or religious opinions or affiliations, national origin or disability.
- I. Governing Law. That the parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and federal laws, and all existing rules and regulations. In the event of a conflict between city ordinances and this Agreement, the contents of this Agreement shall supersede the city ordinance, rules or regulations. Any dispute arising from this contractual agreement shall be governed solely and exclusively by Illinois law.
- J. Forum Selection and Personal Jurisdiction. Any dispute arising from the contractual relationship shall be solely and exclusively filed in, conducted and decided by the courts located in Lake County, Illinois. As such, the parties also agree to exclusive personal jurisdiction in the courts located in Lake County, Illinois.
- K. **No Waiver**. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or other sections of the Antioch Village Code or ordinances unless the same is inconsistent with the contents of this agreement.
- L. **Assignment**. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of the City, which may be withheld in the City's sole discretion.
- M. **Headings**. The section headings appearing in this Agreement are asserted only as a matter of convenience, and in no way define or limit the scope of any section.
- N. **Severability**. In the event that any portion of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair or invalidate any other provision hereof, and such

- other provision shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.
- O. Violations of Agreement. The parties acknowledge that monetary damages for a breach of this Agreement would be inadequate to compensate the parties for the benefits of their bargain. Accordingly, the parties expressly agree that in the event of a violation of this Agreement, the non-breaching parties shall be entitled to receive specific performance. Nothing herein shall be deemed a waiver of the City's rights to seek enforcement of this Agreement or zoning approvals previously granted, to the extent otherwise authorized by law. Notwithstanding the foregoing, in the event that there is a violation, violations or alleged violations of the terms or conditions of this Agreement by the Developer, then the City shall serve written notice on the Developer setting forth the manner in which the Developer has violated the Agreement and such notice shall include a demand that the violations be cured within a stated reasonable time period. Filed remedies of the City and Developer to this Agreement shall be deemed to be cumulative.
- P. **Authorization**. The parties affirm that the representatives executing this Agreement on their behalf are authorized to do so (and can fully bind their respective party) and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved.
- Q. **Fees**. Developer shall pay all standard and customary fees such as, but not limited to, water tap-on fees, city sewer tap-on fees, building permit fees, school impact fees, library fees, fire and/or police fees, for all *residential units* in the Planned Unit Development. As for the on-site *office/management unit*, Developer shall only be obligated to pay water tap-on fees and city sewer tap-on fees and all other standard and customary fees are hereby waived.
- R. **Public Utilities**. Public electricity, telephone, gas, water and sanitary sewer services (public utilities) shall be provided by the Developer to all lots and homes in the project. Public utilities shall be installed and maintained in accordance with the City's then-existing rules, regulations and requirements.
- S. **Storm Water**. The Developer shall apply for and comply with the City's storm water ordinance as the same relates to the construction of any storm water basin that is required for the subject premises.
- T. **Sidewalks**. The Developer shall be required to provide a new public sidewalk, said sidewalk to run parallel to Main Street and to be of a size, nature and location as consistent with Exhibit B, the Site Plan.

	Main Street Townhomes, LLC
	Ву:
	Mark Peterson, President
STATE OF ILLINOIS	1
STATE OF ILLINOIS	} SS.
COUNTY OF	}
AFORESAID, CERTIFY THAT M SAME PERSON WHOSE NAM APPEARED BEFORE ME THIS I	TARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE IARK PETERSON, PERSONALLY KNOWN TO ME TO BE THE ME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED, INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE SET FORTH.
GIVEN UNDER MY HAND AND NOTA	ARIAL SEAL, THISDAY OF, 2020.
	(Notary)

Village of Antioch
Ву:
By: Mayor, Lawrence M. Hanson
Attest: Village Clerk, Lori K. Romine
vinage Clork, Bolt R. Rolline
}
} SS. }
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FARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AWRENCE M. HANSON and LORI K. ROMINE, PERSONALLY
SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE APPEARED BEFORE ME THIS DAY IN PERSON, AND
Y SIGNED, SEALED AND DELIVERED THE INSTRUMENT AS
ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.
ARIAL SEAL, THISDAY OF, 2020.
· <u> </u>
(Notary)

