

Request For Board Action

REFERRED TO BOARD: July 10, 2017

AGENDA ITEM NO: 11-13

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of an Annexation, Annexation Agreement, Rezoning to B-3, Special Use for PUD, and a Concept Plan for Skipper Buds located at Route 173 and N. First Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Combined Planning Commission and Zoning Board conducted a public meeting on April 14, 2017 on the applicant's petition for annexation, rezoning to B-3, Special Use for a PUD, and Concept Plan. The PZB heard extensive comments from many of the adjoining neighbors who had concern about the proposed rezoning of the lots along N. First Street. The applicant is proposing to expand their existing marina by constructing a new showroom and several new storage buildings. In addition, the applicant has submitted a concept plan for future commercial at the corner of Route 173 and N. First Street.

There was extensive discussion about the proposed B-3 zoning. Several commissioners were seeking B-2 zoning instead of the requested B-3 zoning. In addition, there was discussion about the applicant's proposal to construct metal storage buildings on the subject site.

The Planning Commission recommended approval of the Annexation, Special Use for PUD and Concept Plan by a vote of 5-0 and the Rezoning by a vote of 3-2.

FINANCIAL IMPACT: None

DOCUMENTS ATTACHED:

1. Staff Report
2. Annexation and Annexation Agreement Ordinance
3. Rezoning Ordinance
4. Special Use Ordinance

RECOMMENDED MOTION:

We move that the Village Board approve the herewith attached Annexation and Annexation Agreement Ordinance, waiving the second reading.

We move that the Village Board approve the herewith attached Rezoning Ordinance to B-3 zoning, waiving the second reading.

We move that the Village Board approve the herewith attached Special Use Ordinance for the subject property, waiving the second reading.

VILLAGE OF ANTIOCH

*AN ORDINANCE ANNEXING and APPROVING AN ANNEXATION
AGREEMENT FOR SKIPPER BUDS*

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

July 10, 2017

Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this -- day of July 2017

LAWRENCE M. HANSON	President	MARY C. DOMINIAK	Trustee
		JERRY T. JOHNSON	Trustee
LORI K. ROMINE	Clerk	JAY JOZWIAK	Trustee
		ED MACEK	Trustee
ROBERT J. LONG	Attorney	SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee

ORDINANCE NO.

**AN ORDINANCE ANNEXING and APPROVING AN ANNEXATION AGREEMENT
FOR SKIPPER BUDS**

WHEREAS, Gran Kidz Inc, Terry H. Upton, and Skipper Real Estate Holding, Inc are the record owners of a parcel of real property commonly known as 24891 W. Route 173, Antioch, Illinois in unincorporated Antioch Township, which property is currently contiguous to property within the Village of Antioch, but is not currently part of the Village, and

WHEREAS, the subject property is legally described as set forth on Exhibit A hereto, and

WHEREAS, the Owners have recently submitted petitions in proper form to the Village Board of Trustees, for the annexation of the subject property, and

WHEREAS, the legal notice involving the petitions was duly published and notice properly given to all adjoining and abutting property owners as required by the Illinois Municipal Code and by the Antioch Municipal Code, and

WHEREAS, the Village Board duly convened a public hearing and a public meeting, during which evidence was presented and considered, and

WHEREAS, the subject property is located in an area that is commercial in nature, consistent with the Village's B-3 (Business Service and Wholesale District), and is consistent with the existing commercial zoning of a portion of the owners property

WHEREAS, the Petitioners seek to annex their property and have it designated as being within the Village's B-3 (Business Service and Wholesale District) consistent with the Village's land use policies;

WHEREAS, the owners have committed to entering into an annexation agreement with the Village, in which they will be rezoning the subject site into a new commercial site for the expansion of their existing marina along with a future retail development;

WHEREAS, the Village Board does find as follows:

- a) that the petitions are well-taken;
- b) that they meet all the necessary prerequisites imposed by the Illinois Municipal Code and the Zoning Code of the Village of Antioch;
- c) that the annexation of the property is consistent with the Village's comprehensive plan and will materially benefit the logical and orderly growth of the Village of Antioch;
- d) that the proposed intended use is compatible with the adjoining properties;
- e) that the primarily commercial nature of the property as described in the petition and annexation agreement will be consistent with the commercial character of the surrounding properties and promote economic development in the Village;

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The property legally described in Exhibit A hereto be and is hereby annexed into and made a part of the territory of the Village of Antioch;

SECTION TWO: The property legally described in Exhibit A hereto be and is hereby classified as being within the B-3 zoning district;

SECTION THREE: The Mayor and Clerk, as well as the Owners, are directed to execute the Annexation Agreement attached as Exhibit B hereto immediately upon the passage and approval of this Ordinance;

SECTION FOUR: The Annexation Agreement, attached hereto as Exhibit B be and the same is adopted as a substantive part of this Ordinance, and the Owners shall be required to develop the property in accordance with that Annexation Agreement, which requirement shall run with the land;

SECTION FIVE: The Owners shall further be obligated to make such payments to the Village and to pay for recording of this Ordinance and the Plat of Annexation, together with any and all such miscellaneous expenses as are required by the Annexation Agreement, this Ordinance and the Municipal Code of Antioch;

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 10th day of July, 2017.

AYES:

NAYS:

ABSENT:

LAWRENCE M. HANSON, MAYOR

ATTEST:

LORI K. ROMINE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

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 July 10th, 2017, the Corporate Authorities of such municipality passed and approved Ordinance NO: _____, entitled "*AN ORDINANCE ANNEXING CERTAIN PROPERTY COMMONLY KNOWN AS SKIPPER BUDS INTO THE VILLAGE OF ANTIOCH*" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on July --, 2017 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 -- day of July 2017.

Lori K. Romine, Village Clerk

ANNEXATION AGREEMENT

FOR

Skipper Bud's
(Development Name)

Revision Date: _____

THIS ANNEXATION AGREEMENT is entered into this _____ day of _____, 2017, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), and Gran Kidz Inc., Terry H. Upton, and Skipper Real Estate Holdings, Inc (hereinafter collectively referred to as "OWNER"), and Skipper Real Estate Holdings, Inc. (hereinafter referred to as "DEVELOPER") for all the property described in Exhibit A, attached hereto.

WITNESSETH:

WHEREAS, the VILLAGE is an Illinois municipal corporation; and,

WHEREAS, the OWNER is the owner of record of the real property legally described in Exhibit "A" (said property referred to herein as the "SUBJECT PROPERTY"), the Plat of Annexation and the legal description, attached hereto and hereby incorporated and made a part of this Agreement, which is not within the corporate limits of any municipality and which constitutes the subject premises to be annexed to the Village; and

WHEREAS, the SUBJECT PROPERTY is contiguous or may become contiguous with the corporate limits of the VILLAGE; and

WHEREAS, it is the intention of the parties that the annexation of the SUBJECT PROPERTY to the VILLAGE be upon the terms and conditions of this agreement; and

WHEREAS, in accordance with 65 ILCS 5/11-15.1-1 et seq. of the Illinois Compiled Statutes and pursuant to lawful notice, the VILLAGE has placed this Agreement before the public for comment and hearing by its Corporate Authorities; and

WHEREAS, the VILLAGE, by its Corporate Authorities, shall consider an ordinance adopting this Agreement in the manner provided by law; and

WHEREAS, the adoption and approval of this Agreement is an exercise of the powers vested in the VILLAGE by the Illinois Compiled Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. INCORPORATION OF RECITALS ANDEXHIBITS.

The foregoing recitals are hereby incorporated into the body of this agreement as if fully set forth and repeated herein.

Any exhibit referred to in this agreement and attached hereto shall also be considered incorporated herein by express reference.

2. ANNEXATION AND ZONING.

OWNER agrees within seven (7) days after the execution of this Agreement to file properly executed petitions for annexing and zoning said premises, if said petitions have not already been filed.

Within thirty (30) days of the later of filing or if the subject property is not now contiguous, the VILLAGE agrees, pursuant to requisite notice having been given, and in accordance with law, to enact and adopt ordinances annexing and zoning the premises designated in Exhibit A, attached hereto and made a part of this Agreement, to zoning classification Planned Unit Development Zoned B3.

OWNER and DEVELOPER agree that the Subject Property shall be developed in accordance with the ordinances of the VILLAGE, as approved or subsequently amended, and agree to follow all of the policies and procedures of the VILLAGE in connection with such development except as modified in this Agreement and shall develop the Subject Property in accordance with Concept Development Plan B, which are marked "Exhibit B," attached hereto and made a part of this Agreement.

3. LIBRARY DISTRICT ANNEXATION.

Unless the Subject Property is already within the Antioch Library District, upon annexation of the Subject Property to the VILLAGE, the OWNER agrees to file petitions to annex the Subject Property to the Antioch Library District.

The OWNER agrees to annex the SUBJECT PROPERTY to the Antioch Public Library District within 30 days of contiguity with the Districts.

4. PARKS AND SCHOOL DONATIONS.

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of the final plat. The DEVELOPER agrees to pay all fees identified in the school facility impact fee schedule attached.

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of the final plat. If land is to be dedicated, the DEVELOPER shall enter into a formal park agreement with the Village's Parks Department and shall incorporate the aforesaid agreement as

Exhibit_____. The Village must approve all park designs and reserves the right to hire a landscape architect to design any park or open space area. The developer/owner agrees to pay any fee associated with the design.

5. FIRE PROTECTION DISTRICT DONATION.

The OWNER and DEVELOPER agree to pay a contribution to the Antioch Fire Department in which the unit is located and \$0.20 per square foot for commercial development. The fee will be paid at the time of building permit issuance.

6. LIBRARY IMPACT FEE.

The OWNER and DEVELOPER agree to pay \$300.00 per unit, as set forth in the inter-governmental agreement between the VILLAGE and the Antioch Library District. The fee will be paid at the time of building permit issuance.

7. WATER AND SEWER SERVICE.

VILLAGE represents and warrants that the 4.22 acres of the SUBJECT PROPERTY described in Exhibit A is currently within the FPA (Facilities Planning Area) of the VILLAGE or if not presently in the FPA, the Village will submit all required applications to include the SUBJECT PROPERTY into the Village’s FPA. Any and all application and associated costs to amend the FPA shall be the responsibility of the DEVELOPER.

8. WATER AND SANITARY SEWER FEES.

Connection fees required for connection to the Village’s sanitary sewer system are as established by Village Ordinance. The minimum connection fees to the Village’s water supply system are as follows:

Water Meter size (inches)	Water Connection Fee
1 inch	2,070.00
1 ½ inch	2,400.00
2 inch	2,800.00
3 inch	3,200.00
4 inch	3,600.00
6 inch	4,400.00

Sanitary (P.E.)	Sanitary Connection Fee
1 P.E.	2,962.00

All sanitary sewer construction requiring an Illinois Environmental Protection Agency construction permit, upon receipt of required IEPA Sewer Permit, but before any sewer main construction, the property owner or OWNER shall be required to pay the Village the total sewer connection fee for the

entire area served by said permit. The population equivalent stated on the IEPA permit shall be the basis for calculating the required connection fees. Substantial sanitary sewer construction shall begin within ninety (90) days of receiving required IEPA sewer construction permits.

9. SANITARY SEWER OVERSIZING IMPACT FEE

The OWNER and DEVELOPER recognize that certain sanitary sewer oversizing is required pursuant to the Sanitary Sewer Recapture Map. Said Map outlines the estimated cost per acre of sewer oversizing according to zones. The oversizing will be constructed by either the OWNER and DEVELOPER or the VILLAGE, at the VILLAGE's discretion. If constructed by the OWNER and DEVELOPER, recapture will follow the provisions of Section 10 of this ANNEXATION AGREEMENT. If constructed by the VILLAGE, OWNER and DEVELOPER will reimburse all VILLAGE expenses related to the sewer construction, including engineering, easement acquisition, administration and legal fees. The percentage of the total project cost to be reimbursed by DEVELOPER shall be calculated based on the acreage of the development within the recapture area. Any applicable fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

10. RECAPTURE FEES.

Upon development, OWNER or DEVELOPER shall be obligated to pay any recapture fees as applicable to the annexed property for municipal water, sanitary sewers, storm water, roadways, traffic signals or improvements or any other improvements as set forth in 65 ILCS 5/9-5-1.

VILLAGE may adopt any necessary ordinances to provide for recapture to OWNER for streets, water, sanitary sewer or storm sewer lines constructed by OWNER, which benefit other properties by the installation and/or over sizing of said improvements. Such recapture ordinances shall only be adopted upon satisfactory demonstration by the OWNER or DEVELOPER that the recapture is fair and equitable and that provision of notice of the proposed recapture fees is provided to affected property OWNER. The determination that a proposed recapture is fair and equitable shall be solely that of the Village. Fees are due upon Village request.

In the event benefited property subject to recapture is owned by a government agency (e.g., fire protection district, park district, school district), such government entity shall not be required to pay recapture, thus reducing the total amount the DEVELOPER and/or VILLAGE are entitled to recapture.

Any recapture ordinances shall be for a maximum of twenty (20) years from the date of adoption of said ordinance with 4% interest payable to the OWNER or DEVELOPER commencing two (2) years from the date of completion of said improvement. An administrative fee shall be charged at the rate of two percent (2%) of the total recapturable amount payable to the VILLAGE to cover administrative costs of the recapture agreement. The costs to be recaptured shall not exceed 110 percent of the estimated costs per the approved engineer's opinion of probable construction costs (EOPC). Any increase in cost of more than 5 percent of the EOPC (but in no event more than 10 percent of the EOPC) shall not be permitted unless a detailed explanation of the increase in costs is submitted by the DEVELOPER and approved by the VILLAGE.

The Developer further agrees to enter into the Village's Standard Recapture Agreement, a

copy is herewith attached as Exhibit_____.

11. ANNEXATION FEES.

The OWNER and DEVELOPER agrees to pay an annexation fee to the VILLAGE of \$1,000.00 per acre for any residential development, payable at the time of final plat or if no platting is necessary, prior to building permit.

12. TRAFFIC IMPROVEMENT FEE

The OWNER and DEVELOPER agrees to pay a traffic improvement fee to the Village of \$500.00 per unit of residential development and \$.10 per square foot of buildings for commercial development. Square footage for commercial development is based on gross building area. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

13. MUNICIPAL FACILITY FEE

The Owner and Developer agrees to pay \$1,000.00 per acre for future municipal facilities. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

14. FORESTATION FEE

The Developer agrees to pay a FORESTATION FEE of \$300.00 per unit for future Forestation throughout the Village. The fee is payable upon building permit.

15. RIGHT OF WAY and EASEMENTS

The owner agrees to dedicate right of way or grant utility easements to the Village of Antioch at no costs to the Village within thirty days of written request by the Village.

16. ARCHITECTURAL DESIGN PROVISIONS.

Owner and Developer agree that there shall be a unified architectural design for the development of the subject property.

17. VARIANCES.

Variations will be necessary to develop the subject property, as set forth and described in Exhibit C which is attached and made a part of this agreement.

18. MISCELLANEOUS FEES.

All other fees provided for by ordinance and uniformly applied and collected in connection with the development of the property within the corporate limits of Antioch, except as otherwise specified in this agreement shall be applicable to the subject property. Payment of all fees due under the Village Ordinances, together with the posting of any and all letters of credit and other guarantees shall be a pre-condition to the approval by the Village of any final plan, plat or site plan submitted by OWNER and DEVELOPER under this agreement.

19. AMENDMENTS.

This agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written instrument. In the case of the VILLAGE, the written instrument may only be in the form of an ordinance duly adopted in accordance with applicable laws. Modifications subsequent to this Agreement's adoption shall require a public hearing and procedures consistent with law.

20. EXHIBIT C.

Any modifications to the VILLAGE'S standard annexation agreement provisions are set forth in Exhibit C. The OWNER, DEVELOPER and VILLAGE agree that should any conflicts between Exhibit C and the text of this Agreement exist, the provisions of Exhibit C shall supersede those of this text.

21. DORMANT SPECIAL SERVICE AREA (SSA)

OWNER and DEVELOPER agree to the VILLAGE enacting a dormant Special Service Area (SSA) to act as a back-up in the event that the Homeowner's Association or Commercial Subdivision Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features and entrance signage within the Subject Property. The special service area will be completed as part of the first phase of development.

22. ENFORCEMENT.

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this agreement shall be commenced and heard in the Circuit Court of Lake County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement

shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

23. EFFECT OF SUCCESSORS.

This agreement shall be binding upon and inure to the benefit of the VILLAGE and its successor municipal corporations and corporate authorities. This Agreement shall be binding upon and inure to the benefit of OWNER and their grantees, lessees, assigns, successors and heirs.

24. CONSTRUCTION OF AGREEMENT.

This Agreement shall be interpreted and construed in accordance with the principles applicable to the construction of contracts, provided however, that the parties stipulate that they participated equally in the negotiation and drafting of the Agreement and that no ambiguity contained in this Agreement shall be construed against a particular party.

25. SEVERABILITY.

If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenants, agreement or portions of this Agreement, and this Agreement is declared to be severable.

26. EFFECT OF THIS AGREEMENT.

The provisions of this Agreement shall supersede the provisions of any ordinances, codes, policies or regulations of the Village which may be in conflict with the provisions of this agreement to the maximum extent permitted by law.

27. DURATION.

This agreement shall remain in full force and effect for a term of twenty (20) years from the date of its execution, or for such longer period allowed by law.

28. NOTICE.

Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest, either party shall provide such notice or demand in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the VILLAGE:

Lawrence Hanson
Village Mayor
874 Main Street
Antioch, IL 60002

Jim Keim
Village Administrator
874 Main Street
Antioch, IL 60002

With copies to: Robert Long, Village Attorney
Daniels, Long & Pinsel, LLC
19 N. County Street
Waukegan, IL 60085

If to any owner of record of any real property located within the subject property, or the OWNERS:

Grand Kidz, Inc.	Terry H. Upton	Skipper Real Estate Holdings Inc.
P.O. Box 899	P.O. Box 899	215 Northpoint Dr.
<u>Antioch Il 60002</u>	<u>Antioch Il. 60002</u>	Winthrop Harbor Il 60096

With copies to:

Or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other party hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

THE VILLAGE OF ANTIOCH
a Municipal Corporation

OWNERS:

BY _____
Village Mayor

ATTEST:

BY _____
Village Clerk

Exhibit B

Exhibit A

Parcel 1:

Lots 1 through 4 of California Ice & Coal, Co.'s Lake Marie Sub-division, recorded October 30, 1923 as document 231690, in book "M" of plats, page 36 of the southeast quarter (except the E. 360 feet thereof) and of the E. 231 feet of the Southwest quarter of Section 12, Township 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois. Containing 0.6 acres, more or less.

PIN No. 01-12-416-199
 01-12-416-200
 01-12-416-201
 01-12-416-202

Parcel 2:

Lots 5 and 6 of California Ice & Coal, Co.'s Lake Marie Sub-division, recorded October 30, 1923 as document number 231690, in book "M" of plats, page 36 of the southeast quarter (except the E. 360 feet thereof) and of the E. 231 feet of the Southwest quarter of Section 12, Township 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois. Containing 0.35 acres, more or less.

PIN No. 01-12-416-203
 01-12-416-204

Parcel 3:

Lot 1 in Plantation Sub-Division being a Sub-Division of Part of Section 12, Township 46 North., Range 9, East of the Third Principal Meridian, and Section 7, Township 46, North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded Mary 13, 1958 as document 989779 in book 1620 of records, page 296 in Lake County, Illinois. Containing 1.1.acres, more or less.

PIN No. 01-12-416-218

Parcel 4:

That part of the West Half of the Southwest Quarter of Section 7, Township 46 North, Range 10 East of the Third Principal Meridian, described as follows:

commencing at the Northwest Corner of the Southwest Quarter of the Southwest Quarter, thence South 330 feet along the West Line, thence East 130 feet, thence North 379.7 feet to the South right of way of route 173, thence Northwesterly along said right of way 134 feet to the West Line of said quarter Section, thence South 82.6 feet to the point of beginning.

PIN No. 02-07-300-015

Parcel 5:

That part of the West ½ of the Southwest ¼ of Section 7, Township 46 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Commencing at the Northwest corner of the Southwest ¼ of the Southwest ¼ of said Section 7, thence South along the West line of said Section 7, 330 feet, Thence East parallel with the North line of said ¼ Section, 130 feet, Thence North parallel with the said west line of Section 7, 379.7 feet to the Southerly line of Channel Lake Road (State Route 173), Thence Northwesterly along the Southerly Right Of Way line, 134 feet to the West line of said Section 7, Thence South along the said West line of Section 7, 82.6 feet to the place of beginning (Except that part thereof falling in the California Ice Company's spur as was conveyed by John J. Morley and wife, be deed dated February 13, 1907 and recorded February 13, 1907 as document 110511, the plat of which is recorded in Book "G" of Plats, Page 64), in Lake County, Illinois.
Containing 1.08 acres, more or less.

PIN No. 02-07-300-16

Exhibit C

1. The Village agrees that the following paragraphs of the Annexation agreement are either not applicable to the subject property or are waived by agreement of the parties: 4, 6, 9, 11, 12, 13, 14, and 21.
2. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-9-5-2(C)(1)(a), allowing developer to build the agreed to structures with metal walls.
3. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-13-9(c)(1), allowing a landscape buffer adjacent to a residence to be a minimum of 25 feet.
4. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-13-9(a)(1), allowing a landscape buffer adjacent to arterial or collection roads to be a minimum of 10 feet.
5. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-13-8-1(F)(1), allowing a drive through facility to be a minimum of 50 feet from the closest residential structure with a landscape setback of 10 feet.
6. The Village agrees that future proposals for the subject property may exceed height for commercial buildings.
7. The Village agrees to grant the subject property a special use for drive through facilities.
8. The Village agrees to grant the subject property a special use under 10-6C-2 for “New and used boat sales, along with the operation of a commercial marina with docking and gas facilities, boat repair, painting and boat storage and all necessary and proper ancillary use to the marina business.”
9. Paragraph 10 of the Annexation Agreement is modified to provide the Subject Property will only be obligated to pay recapture fees, interest and/or Village administrative fees, if applicable, in connection with the obligations expressly set forth in the following recapture agreements: TBD.
10. The Village agrees to grant the subject property a variance allowing for a sign illuminated by internal lighting.

VILLAGE OF ANTIOCH

ORDINANCE NO.

***AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT FOR SKIPPER BUDS
(PZB 17-03)***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

July 10th, 2017

**Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this _____ day of July 2017**

LAWRENCE M. HANSON	President	MARY C. DOMINIAK	Trustee
LORI K. ROMINE	Clerk	JERRY T. JOHNSON	Trustee
ROBERT J. LONG	Attorney	JAY JOZWIAK	Trustee
		ED MACEK	Trustee
		SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee

ORDINANCE NO.

***AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT FOR SKIPPER BUDS
(PZB-17-03)***

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 April 13, 2017 following notification as required by State Law and Village Ordinance to consider a petition for a Special Use for a Planned Unit Development for a 28.0 acre marina and commercial development on the property commonly known as 24891 W. Route 173, Antioch, Illinois.

WHEREAS, the Combined Planning Commission recommended approval to the Village Board to approve a Planned Unit Development for the subject commercial property; and

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 compatibility of the proposed use with the existing and planned uses on abutting properties; b) Any increase in density or intensity of the proposed use that will affect the compatibility of the use with existing and planned uses in surrounding area; c) The proposed use will not change the predominant character of the surrounding area; d) The ability to mitigate adverse and understandable impact to the surrounding area, including, but not limited to the individual impacts, air emissions, noise, vibrations, glare, heat, odors, water pollution, electromagnetic interference and other nuisance effects; e) Amount of traffic generated and capacity and design of roadways and available parking facilities to handle anticipated traffic; f) The effect on infrastructure including water, wastewater, stormwater, utilities, and streets; g) The incorporation and integration of architectural and landscape features to mitigate impacts from the proposed use.

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”

- A. Compliance with the requirements of the Village Engineer.
- B. Compliance with the requirements of the Antioch Fire Protection District.

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;

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 been included.

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

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

Passed this 10th day of July 2017

Ayes:

Nays:

Absent/Abstain:

Scott A. Pierce
Jay Jozwiak
Ted Poulos
Ed Macek
Mary Dominiak
Jerry Johnson

APPROVED:

By: _____

Lawerence M. Hanson, Mayor

Date: _____

ATTEST:

By: _____
Lori K. Romine, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on July _____, 2017

VILLAGE OF ANTIOCH

ORDINANCE NO.

***AN ORDINANCE GRANTING B-3 ZONING FOR SKIPPER BUDS
(PZB-17-03)***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

July 10, 2017

**Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this _____ day of July, 2017**

LAWRENCE M. HANSON	President	MARY C. DOMINIAK	Trustee
LORI K. ROMINE	Clerk	JERRY T. JOHNSON	Trustee
ROBERT J. LONG	Attorney	JAY JOZWIAK	Trustee
		ED MACEK	Trustee
		SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee

ORDINANCE

***AN ORDINANCE GRANTING B-3 ZONING TO SKIPPER BUDS
(PZB-16-14 RZ)***

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 April 13, 2017 following notification as required by State Law and Village Ordinance to consider a petition for a Rezoning of a 4.22 acre site to B-3 to allow for the expansion of a marina and future development of a commercial development.

WHEREAS, the Combined Planning Commission recommended approval to the Village Board of the requested rezoning to B-3; and

WHEREAS, the Corporate Authorities have concluded and found that the Rezoning, subject to and in conformance with the following findings of facts; 1) Is consistent with the zoning classifications of the surrounding uses; 2) Is consistent with the Village's land uses policies and Comprehensive Plan; 3) The proposed rezoning will not have any negative or detrimental impact on the surrounding properties; 4) The proposed rezoning of the subject property is consistent with the trend of development along the Route 173 corridor.

WHEREAS, the Corporate Authorities have concluded that the proposed B-3 zoning is consistent with the development patterns along Route 173 based on the number of commercial developments along the corridor and will help promote new economic development within the Village's boundaries:

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 Rezoning 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 Rezoning 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 Rezoning Ordinance:

A. Staff Reports, attached as Exhibit A;

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.

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

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

Passed this 10th day of July 2017

Ayes: Nays: Absent/Abstain:

Scott A. Pierce
Jay Jozwiak
Ted Poulos
Ed Macek
Mary Dominiak
Jerry Johnson

APPROVED:

By: _____

Lawerence M. Hanson, Mayor

Date: _____

ATTEST:

By: _____

Lori K. Romine, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on July 10th, 2017.

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 July 10th, 2017, the Corporate Authorities of such municipality passed and approved Ordinance _____, entitled the applicant to rezone the subject property commonly known as 24891W. Route 173, Antioch, Illinois which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on July _____, 2017 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 _____ day of July 2017

Lori K. Romine, Village Clerk



REPORT TO: VILLAGE PRESIDENT and BOARD OF TRUSTEES
FROM: MICHAEL S. GARRIGAN, AICP, CNU-A, Community Development Director
DATE: June 8, 2017
SUBJECT: REPORT TO VILLAGE BOARD

CASE: Skipper Buds
17-03 AA/RZ/SU/CP

REQUEST: Annexation Agreement (Public Hearing)
Annexation
Special Use
Rezoning
Concept Plan

LOCATION: 24891 W. Route 173
24965 W. Route 173
24987 W. Route 173
25013 W. Route 173

APPLICANT: Skipper Bud's

ZONING: B-3 (Village of Antioch) and R-1 (Lake County)

Background

This matter was continued from the last PZB meeting based on a number of concerns related to the Rezoning and Concept Plan. Over the past month, Staff and the applicant have attempted to address some of the concerns of commissioners by addressing the future architecture and future landscape buffering.

The applicant is seeking to re-develop the existing marina into a larger facility that would include a new showroom and several new storage buildings. In addition, the applicant is also proposing a concept for commercial at the corner of Route 173 and N. First Avenue. The balance of this site is located within the Village of Antioch and is currently zoned B-3. The applicant is seeking to develop approximately 28.0 acres and annexing and rezoning approximately 4.22 acres.

The applicant is seeking approval of an Annexation, Special Use for PUD, a Rezoning, and Concept. The first phase of this project would be the construction of the new showroom and storage buildings. The second phase would be future commercial development. The applicant will be required to come in with a

Site Plan for approval of the new showroom and storage buildings once they have the final design completed.

Annexation

The applicant is proposing to annex several lots at the corner of N. First Avenue and Route 173 into the Village. These lots are currently adjacent to a single-family neighborhood. The subject site is currently contiguous to the Village of Antioch and is within the Village's planning area. Moreover, the site is located within the Village's Facility Planning Area (FPA) and utilities are located to the east of the subject site. Prior to any new commercial development at the corner of Route 173 and N. First Avenue, utilities would have to be extended. The property to east is owned by the applicant and is currently zoned commercial.

Based on the foregoing analysis and trend of development along Route 173, staff would recommend that the proposed annexation is a logical extension of the Village's municipal boundaries.

Annexation Agreement

The applicant has submitted the Village's standard Annexation Agreement and Staff is taking this opportunity to highlight Exhibit C.

- 1) The applicant is seeking to waive the provisions in the Village's Standard Annexation Agreement related to park fees, library fees, sanitary oversized fees, Annexation fees, Traffic Improvement fees, Forestation Fees, or the creation of a Special Dormant Service Area. (Typically, the Village does not charge the following fees for commercial development, they were created for residential developments which would have an impact on the Village)
- 2) The applicant is seeking relief from the Village's standards incorporated in the Site Plan Review Ordinance. They are seeking to construct all metal structures. While Staff supports metal storage buildings, we would be looking for better materials for the showroom.
- 3) Applicant is proposing a 10 foot landscape buffer adjacent to the residents. (Staff would object to this request and request that the buffer be the required 40 feet, especially based on the expressed concerns from the neighbors about this proposed development)
- 4) The applicant is proposing a landscape buffer of 10 feet along Route 173. (Staff is requesting the required 25 feet as per the Village's Site Plan Review Ordinance)
- 5) The applicant is proposing a relief from required 50 foot setback of drive-thru from residential homes with a 10 foot landscape buffer. (Staff would not support relief from this section based on the negative impact that a drive-thru can have on a single family residence.)
- 6) The Village will permit height variation from Village ordinance.
- 7) The Village agrees to permit a special use for a drive thru.
- 8) The Village agrees to a special use for new and used boat sales along with repair, painting, and boat storage.

- 9) The applicant will only be responsible to pay recapture if connections are required and applicable.
- 10) The Village agrees to permit a variance allowing for sign internal sign illumination.

Special Use for Planned Unit Development

When looking at any Special Use request, it is important to look at the surrounding uses so that the proposed use of the subject site is generally in character of the surrounding uses. The character of the immediate area is commercial. In accordance with Section 10-15-5, any proposed Special Use must comply with three findings of facts that are outlined in this section of the Zoning Ordinance. The required findings of facts are as follows:

Analysis

- a) The compatibility of the proposed use with the existing and planned uses on abutting properties:*

The surrounding uses and parcels adjacent to the existing marina are in transition. The Skipper Bud's Marina is commercial and the properties that are located to the west of the marina are vacant or residential. There is an existing single family home with a number of mature trees along with a number of vacant lots at the corner of Route 173 and N. First Avenue.

At N. First Avenue, the lots to the north and west are currently zoned commercial. In addition, there is a fuel station to the northwest of these lots at the corner. However, the area to the south is residential and will continue to be residential.

Commercial development of the subject site can be compatible with the residential character of the area to the south if the applicant proceeds with sensitive design that reflects the residential character of the area. There is sufficient buffering between the marina and the existing single-family neighborhood to minimize any negative impact on the single-family homes. The issue is the redevelopment of the southeast corner of Route 173 and N. First Avenue. The lots at this corner are vacant. Any future commercial development should make some efforts to preserve the mature trees and should be designed in a way that is sensitive to the residential character (i.e. buildings with pitched sloped roofs reflecting the single-family homes to the south).

- b) Any increase in density or intensity of the proposed use that will affect the compatibility of the use with existing and planned uses in the surrounding area:*

The potential expansion of the existing marina is compatible with the existing character of the area. Specifically, as proposed, the new showroom and storage buildings will incorporate an extensive buffer between the marina slips and the single-family neighborhood to the southwest to minimize any negative impact. The parcels being annexed into the Village and being proposed to be developed with commercial development would be compatible if designed properly and incorporate the appropriate landscape buffering with the adjacent residential neighborhood.

- c) The proposed use will not change the predominant character of the surrounding area:*

The character of the surrounding area is in transition. The previous residential character of the area is transitioning into a more commercial character. To the north of the site is a large school facility and the lots adjacent to the corner of N. First Avenue and Route 173 are zoned commercial in the county. Based on the current traffic count on Route 173, Staff does not believe that the corner property of N. First Avenue and Route 173 are appropriate for residential any longer.

The future Site Plan Review that will be required of this development will help maintain the existing character of the area by requiring quality commercial development. It will be important to ensure that any future commercial development of the subject site respect the natural topography of the area and the proximity to the lakes. The site incorporates extensive mature trees and every effort should be made to integrate the trees into any future commercial plan.

d) The ability to mitigate adverse and understandable impact to the surrounding area, including, but not limited to individual impacts, air emissions, noise, vibrations, glare, heat, odors, water pollution, electromagnetic interference and other nuisance effects:

There is nothing to reflect that the expansion of the marina or the commercial development of the northwest corner of the subject site would have any negative impact on the air, noise, vibrations, heat, odor, or create any nuisances if the future Site Plan complies with the Village's high standards of design.

e) Amount of traffic generated and capacity and design of roadways and available parking facilities to handle anticipated traffic:

The proposed expansion of this Marina should not have any dramatic impact on additional traffic on Route 173. This section of Route 173 carries approximately 12,000 vehicles per day and the proposed marina expansion should not have any dramatic impact on increasing traffic. The future Route 173 improvement plans are intended to stop at Route 59 and there are no engineering plans to widen this section of Route 173. However, there may be some required intersection improvements when any future commercial development comes through a site plan review process.

f) The effect on infrastructure including water, wastewater, storm water, utilities and streets:

The proposed development is currently on a septic field and will continue to be on septic until the Village's utilities are extended to the subject site. Expansion of Skipper Bud's marina should not have any negative impact on wastewater, stormwater or utilities. With the potential of future commercial development on the subject site, there will be a need to extend the utilities to the subject site. Currently, the applicant's engineer is working with the Village's engineer on due diligence on the potential of extending utilities to the subject site.

g) The incorporation and integration of architectural and landscape features to mitigate impacts from the proposed use:

The applicant is simply proposing a concept at this point. In the future, they will be required to submit a Site Plan Review for the proposed marina expansion and any future commercial on the subject property.

Rezoning

The applicant is seeking to rezone the subject property to B-3 (Service and Wholesale Business District) from its current residential zoning in Lake County. The lots that are being proposed to be annexed are residential lots and are adjacent to a residential neighborhood to the south. The character of N. First Avenue is residential and the applicant has submitted a concept plan that would transform the corner of N. First Avenue to commercial.

There was some discussion about rezoning to B-1. The applicant has clarified that they are seeking a uniform zoning with the proposed marina and they strongly believe that a B-3 zoning would allow them to market the commercial property to the development community.

Prior to making any favorable recommendation for any requested rezoning, it is important that certain findings or standards be met by the applicant. Any rezoning consistent with Illinois law should meet the following criteria:

- Be consistent with zoning and land uses in the surrounding area.
- Be consistent with the Village's policies and Comprehensive Plan.
- Not have any negative impact on the surrounding properties, including the diminishing of property values.
- Consistent with the trend of development in the adjacent area.

While there is no set of formal findings that are outlined in Section 10-15-4, any proposed rezoning should take these factors into account. Based on these factors, it is important to look at the surrounding uses adjacent to the subject site:

North:	Commercial (County)
East:	Commercial (Antioch)
South:	Residential (County)
West:	Commercial (County)

The requested zoning of the subject property to B-3 is generally consistent with the commercially zoned properties that are located to the east, west and north of the subject area. The area along Route 173 is in transition and is in need of improvements. Based on the trend of development along Route 173, it is clear that residential uses are slowly transitioning to commercial and institutional uses. This zoning transition is reflected by the number of houses that incorporate commercial zoning in unincorporated areas.

The 1991 Comprehensive Plan identifies the subject site as commercial and the proposed expansion of the site to a larger marina is consistent with the current use of the subject site. In addition, as identified above, the areas along Route 173 are slowly transitioning from residential to commercial. The trend of development along Route 173 will continue to attract new commercial development to the corridor.

Consistent with Village policy, strip commercial development should be avoided and commercial development should be focused at intersections and within commercial nodes. In view of the extensive and undulating topography of the area adjacent to Lake Marie, major efforts need to be made to ensure the character of the area by maintaining high standards for future commercial development.

Based on the surrounding uses, there is nothing to indicate that the requested B-3 zoning will have any negative impact on the surrounding properties if the Village's Site Plan Review Ordinance is followed.

Through the process of good design, extensive landscaping and lighting, any negative externalities on the single family homes to the south can be mitigated against.

Concept Plan

At this time the applicant is not seeking a site plan for the subject site. In the future, they will be required to submit a Site Plan Review application prior to making any improvements to the subject site. The proposed Concept Plan simply identifies the general location of the buildings that would be located on the subject site.

Generally, a Concept Plan identifies the type of development that will be on the subject property. The general question before the PZB is whether they are generally supportive of a marina and future commercial development on the subject site. The details of any future plans will be reviewed as part of a Site Plan Review application. Specifically, the architectural design, landscaping, lighting, buffering, and engineering all will be reviewed at a later date as part of a Site Plan Review.

As part of the Concept Plan, the applicant is proposing the following improvements to the approximate 28 acres as part of this future development:

- Two 10,000 square boat storage buildings (Phase I)
- A new 8,100 square foot show room with a retention pond. (Phase II)
- A new 28,000 square foot boat storage building. (Phase III)
- Retention expansion (Phase IV)
- Two retail buildings (Phase V)

The applicant is proposing that they maintain their existing full access on Route 173 for this 28.0 acre site and that a new right-in-right out be added to the future retail phase of this project.

- One element that Staff would like to work with the applicant on is that any future Site Plan for the different phases of this project should make every effort to preserve the quality mature trees on the subject site. Any future Site Plan should take into consideration the extensive forestation on the site and the forestation should be integrated into the design of the site.

With respect to the future design of the buildings, again, the applicant is only seeking a Conceptual Review at this time. However, based on the expressed concerns by a number of commissioners, Staff has been working with the applicant on some general architectural design guidelines for future commercial development on the subject site.



The applicant has agreed to develop the subject site in a uniform manner that will incorporate a natural rustic design approach that will fit into the natural setting of the subject site. Specifically, the future showroom would be constructed out a pre-engineered building with fiber cement plank and stone accents on the front elevation. The future showroom would be designed with a Northern Woods motif and incorporate gables and dormers as reflected in the illustration above.

The proposed storage buildings for boats would be pre-engineered metal structures incorporating a series of neutral colors and browns consistent with the illustration above. A band of cultured stone would also be incorporated into these proposed buildings as reflected above in addition to extensive landscaping.

The future commercial retail buildings would also be designed with a uniform design motif and would incorporate a combination of fiber cement plank and stone consistent with the design of the proposed showroom on the subject site. While the applicant is seeking relief from the Village's Site Plan Review Ordinance, in the case at hand, staff believes that the more natural and Northern Woods motif would dictate different types of materials to be used on the subject site.

Buffering

In addition, as part of a future Site Plan Review, the applicant has agreed to work with staff to ensure that the lots along N. First Avenue would incorporate a large landscape buffer to ensure and mitigate against any negative impact on the single-family homes adjacent to the subject site. The last two lots on N. First Avenue could incorporate a large natural buffer and extensive efforts would be made to preserve the existing number of trees on the subject site.

Again, specific details on future buffering and lighting would be fully reviewed as part of a future Site Plan Review of the future commercial development on the subject site.

RECOMMENDATION

Based on the foregoing analysis, staff recommends that the Village Board approve the proposed Annexation as a logical extension of the Village's municipal boundaries. In addition, staff would recommend to the Village Board to approve the proposed Special Use for a PUD and rezoning of the subject site to B-3 is consistent with the existing character along the corridor and trend of development. The proposed development should not have any negative impact on the surrounding area and is clearly consistent with the trend of development along Route 173.

We move that the Village Board direct the Village Attorney to draft an ordinance approving the Annexation and Annexation Agreement subject to any modifications suggested by Staff and the Village Board.

We move that the Village Board direct the Village Attorney to draft a Special Use Ordinance for a PUD subject to the following stipulations:

- 1. Compliance with the requirements of the Village Engineer.***
- 2. Compliance with the Antioch Fire Protection District.***

We move that that the Village Board direct the Village Attorney to draft an ordinance rezoning the property to B-3 (Business Service & Wholesale).

We move that the Village Board approve the Concept Plan for Skipper Buds subject to the following stipulation:

- 1. Working with Staff on a tree survey and preserving the maximum number of mature trees on site.***
- 2. Incorporate general architectural design guidelines for the subject site which would be incorporated within the future Annexation Agreement.***