

Request For Board Action

REFERRED TO BOARD: October 12, 2020

AGENDA ITEM NO: 10 & 11

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of an Annexation and Annexation Agreement and Rezoning to B-2 for the properties known as 41062 N. Route 83, 41074 N. Route 83, and 23512 Beach Grove Road, Antioch, Illinois.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicants are seeking to annex and commercially rezone two (2) parcels of unincorporated land located at 41062 and 41074 N. Route 83, along with one parcel located at 23512 Beach Grove Road. One parcel is approximately 0.50 of an acre and contains the Dupree Motel. The other parcel is approximately 0.45 of an acre and contains a small commercial building. Both properties are in unincorporated Lake County and are contiguous to Village of Antioch.

The applicants have submitted proposed Annexation Agreements are seeking the right to continue the operations of the existing properties until the property is ready for redevelopment. The subject sites are currently commercial in the county and the applicants are seeking to annex and rezone the properties within the Village of Antioch. The applicant's goal is to eventually consolidate the three lots and market them as one larger lot for future commercial development. Any future development on these three lots will require platting and a future site plan. At the present time, there is no end-users for these commercial lots.

This matter went before the Planning and Zoning Commission on August 13, 2020 and the PZB recommended approval of the Annexation and Rezoning to B-2 by a vote of 5-0.

FINANCIAL IMPACT: None

DOCUMENTS ATTACHED:

1. Village Board Report
2. Annexation Agreements and Exhibit C
3. Annexation and Annexation Agreement Ordinance
4. Rezoning Ordinance

RECOMMENDED MOTION:

We move that the Village Board approve the herewith attached Annexation and Annexation Agreement Ordinance for the properties commonly known as 41062 N. Route 83, 41074 N. Route 83, and 23512 Beach Grove Road, Antioch.

We move that the Village Board approve the herewith attached Rezoning Ordinance for the properties commonly known as 41062 N. Route 83, 41074 N. Route 83, and 23512 Beach Grove Road, Antioch.

VILLAGE OF ANTIOCH

AN ORDINANCE ANNEXING CERTAIN PROPERTY COMMONLY KNOWN AS 41062 N. IL ROUTE 83, 41074 N. IL ROUTE 83, and 23512 W. BEACH GROVE ROAD, ANTIOCH, ILLINOIS

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

October 12, 2020

**Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 13th day of October 2020.**

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

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN PROPERTY COMMONLY KNOWN AS 41062 N. IL ROUTE 83, 41074 N. IL ROUTE 83, and 23512 W. BEACH GROVE ROAD, ANTIOCH, ILLINOIS

WHEREAS, the applicants, E. H. Glenn & Sons, Inc and the Mary Taylor Declaration of Trust dated September 1, 2000, are seeking to annex the properties commonly known as 41062 N. IL Route 83, 41074 N. IL Route 83, and 23512 W. Beach Grove Road, Antioch, Illinois into the Village's municipal boundaries.

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

WHEREAS, the applicants have submitted zoning applications and 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 given to adjacent property owners within 250 of subject site as required by 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-2 (Business Highway District), and is consistent with the existing commercial zoning of properties along the Route 83 corridor.

WHEREAS, the Petitioners seek to annex their property and have it designated as being within the Village's B-2 (Business Highway District) consistent with the Village's land use policies;

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 proposed annexation 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-2 zoning district;

SECTION THREE: The Village will proceed with recording the required Plat of Annexation as provided by the applicants and their representatives as required by Illinois Municipal Code and the Municipal Code of Antioch;

SECTION FOUR: 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 12th day of October 2020.

AYES:

NAYS:

ABSENT:

LAWRENCE M. HANSON, MAYOR

ATTEST:

LORI K. ROMINE, VILLAGE CLERK



ANNEXATION AGREEMENT

FOR
Mary Taylor Declaration of Trust dated 9-1-2000
(Development Name)

Revision Date: November 7th, 2017

THIS ANNEXATION AGREEMENT is entered into this ____ day of October 2020, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as “VILLAGE”), and Mary Taylor Declaration of Trust dated September 1, 2000 (hereinafter collectively referred to as “OWNER”), for all the property described in the Plat of Annexation marked 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 AND EXHIBITS.

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 B-2 (Business Highway District).

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 the Preliminary Plat, which is 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 (N/A). 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 \$1,000.00 contribution per residential unit 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 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.

8. 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.

9. 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 (N/A).

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. ARCHITECTURAL DESIGN PROVISIONS.

The OWNER and DEVELOPER agree to provide a variety of architectural designs for residential dwelling units for the purpose of discouraging excessive similarity between units, including but not limited to single family, duplexes, and multi-family developments. The OWNER and DEVELOPER agree to establish appropriate policies and procedures to provide distinction between surrounding dwelling units, including front, rear and side elevations, for the purpose of anti-monotony as defined in Exhibit C.

The Village is looking to better control monotony and to encourage character within subdivisions including all four sides of residential structures, roof pitches, heights and materials. The developer agrees to develop the subject property in accordance with the Pattern Book attached as Exhibit D. This exhibit identifies architecture for all homes including facades for all four sides of each model proposed and materials. The Pattern Book will show a breakdown of the number of each model used and will identify the separation in the location of each models type.

16. VARIANCES.

No variances will be necessary to develop the property. (If variances are required, they shall be described and attached as an Amendment, Exhibit C)

17. 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 realty. 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.

18. 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.

19. 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. However, it is specifically agreed that any drawings, sketches, architectural or engineering renderings attached to the standard annexation agreement shall not be superseded by Exhibit C. Rather such drawings and other graphic documents shall be read in conjunction with Exhibit C and the standard annexation agreement to create a unified development concept.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 OWNER:

Mary Taylor
37676 N. Nippersink Place
Spring Grove, IL 60081

With copies to:

Brian Radke, Esq
800 E. Northwest Highway, Suite 960
Palatine, IL 60074

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

OWNER:

BY _____
Village Mayor

Trustee of Mary Taylor Declaration of Trust
dated September 1, 2000

ATTEST:

BY _____
Village Clerk

Exhibit C

Variances

Owner/Developer shall be allowed the following variances not otherwise allowed in proposed B-2 zoning district:

The developer shall be allowed to maintain the existing buildings as constructed or demolish and rebuild new structures and develop the property **with additional buildings consistent with all applicable village codes and ordinances.**

The following fees shall be waived for the subject property, contingent on it being developed as a commercial development. The highlighted fee waivers shall not apply to any future residential development on the subject site and the applicants shall be responsible for paying all applicable impact fees outlined in Village's Standard Annexation Agreement if the subject property is rezoned or used for residential use.

4. PARKS AND SCHOOL DONATIONS

6. LIBRARY IMPACT FEE.

11. ANNEXATION FEES.

14. FORESTATION FEE.

16. ARCHITECTURAL DESIGN PROVISIONS.

21. DORMANT SPECIAL SERVICE AREA (SSA).



ANNEXATION AGREEMENT

FOR
E.H. Glenn & Sons, Inc
(Development Name)

Revision Date: November 7th, 2017

THIS ANNEXATION AGREEMENT is entered into this ____ day of October 2020, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as “VILLAGE”), and E. H. Glenn & Sons, Inc (hereinafter collectively referred to as “OWNER”), for all the property described in the Plat of Annexation marked 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 AND EXHIBITS.

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 B-2 (Business Highway District).

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 the Preliminary Plat, which is 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 (N/A). 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 \$1,000.00 contribution per residential unit 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 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
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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.

8. 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.

9. 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 (N/A).

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. ARCHITECTURAL DESIGN PROVISIONS.

The OWNER and DEVELOPER agree to provide a variety of architectural designs for residential dwelling units for the purpose of discouraging excessive similarity between units, including but not limited to single family, duplexes, and multi-family developments. The OWNER and DEVELOPER agree to establish appropriate policies and procedures to provide distinction between surrounding dwelling units, including front, rear and side elevations, for the purpose of anti-monotony as defined in Exhibit C.

The Village is looking to better control monotony and to encourage character within subdivisions including all four sides of residential structures, roof pitches, heights and materials. The developer agrees to develop the subject property in accordance with the Pattern Book attached as Exhibit D. This exhibit identifies architecture for all homes including facades for all four sides of each model proposed and materials. The Pattern Book will show a breakdown of the number of each model used and will identify the separation in the location of each models type.

16. VARIANCES.

No variances will be necessary to develop the property. (If variances are required, they shall be described and attached as an Amendment, Exhibit C)

17. 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 realty. 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.

18. 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.

19. 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. However, it is specifically agreed that any drawings, sketches, architectural or engineering renderings attached to the standard annexation agreement shall not be superseded by Exhibit C. Rather such drawings and other graphic documents shall be read in conjunction with Exhibit C and the standard annexation agreement to create a unified development concept.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 OWNER:

James Glenn
996 Spafford Street
Antioch, IL 60002

With copies to:

Brian Radke, Esq
800 E. Northwest Highway, Suite 960
Palatine, IL 60074

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

OWNER:

BY _____
Village Mayor

ATTEST:

BY _____
Village Clerk

VILLAGE OF ANTIOCH

ORDINANCE NO.

*AN ORDINANCE GRANTING B-2 ZONING FOR THE PROPERTIES COMMONLY
KNOWN AS 41062 N. IL ROUTE 83, 41074 N. IL ROUTE 83, and 23512 W. BEACH
GROVE ROAD, ANTIOCH, ILLINOIS
(PZB 20-03 AA/RZ)*

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

OCTOBER 12, 2020

Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this _____ day of October 2020

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

ORDINANCE

AN ORDINANCE GRANTING B-2 ZONING FOR THE PROPERTIES COMMONLY KNOWN AS 41062 N. IL ROUTE 83, 41074 N. IL ROUTE 83, and 23512 W. BEACH GROVE ROAD, ANTIOCH, ILLINOIS (PZB 20-03 AA/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 August 13, 2020 following notification as required by State Law and Village Ordinance to consider a petition for a Rezoning of three (3) parcels to B-2 to allow for future commercial development on the sites.

WHEREAS, the Combined Planning Commission recommended approval to the Village Board of the requested rezoning to B-2; and

WHEREAS, the Corporate Authorities have concluded and found that the Rezoning, subject to and in conformance with the following findings of facts; a) The amendment promotes the public health, safety, comfort, convenience and general welfare, and complies with the policies and official plans of the Village; and b) The trend of development in the area of the subject property is consistent with the requested amendment; and c) The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classifications; d) The property cannot yield a reasonable use if permitted only under the conditions allowed under the existing zoning classifications; and e) The amendment, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.

WHEREAS, the Corporate Authorities have concluded that the proposed B-2 zoning is consistent with the development patterns along Route 83 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. Village Board Staff Report

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.

property commonly known as 41062 N. Route 83, 41074 N. Route 83, and 23512 W. Beach Grove Road, 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 October _____ 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 _____ day of October 2020

Lori K. Romine, Village Clerk



REPORT TO: VILLAGE PRESIDENT and BOARD OF TRUSTEES
FROM: MICHAEL S. GARRIGAN, AICP, CNU-A, Community Development Director
DATE: October 7, 2020
SUBJECT: REPORT TO VILLAGE BOARD

CASE: Dupree Motel Annexation
20-03

REQUEST: Annexation Agreement (**Public Hearing**)
Annexation
Rezoning

LOCATION: 41062 and 41074 N. Route 83, 23512 Beach Grove Road, Antioch

APPLICANT: James Glenn and Mary Taylor Declaration of Trust

ZONING: (Lake County Zoning)

COMPREHENSIVE PLAN: Commercial

Background

The applicants are seeking to annex and commercially rezone two (2) parcels of unincorporated land located at 41062 and 41074 N. Route 83. One parcel is approximately 0.50 of an acre and contains the Dupree Motel. The other parcel is approximately 0.45 of an acre and contains a small commercial building. Both properties are in unincorporated Lake County and are contiguous to Village of Antioch.

The subject site is currently commercial in the county and the applicant is seeking to annex and rezone the properties within the Village of Antioch. The applicant's goal is to eventually consolidate the two lots and market them as one larger lot for future commercial development. Any future development on these two lots will require platting and a future site plan. At the present time, there is no end-users for these commercial lots.

Annexation

Both parcels are contiguous to property located within the Village's municipal boundaries. The Tobias property located to the east of the subject sites provides contiguity to the subject parcels. Currently, municipal utilities are located to the north of the property and the parcels are located within the Village's planning area as outlined in the Village's Comprehensive Plan.

Based on the foregoing and trend of development along the Route 83 corridor, Staff believes that the proposed annexation is a logical extension of the Village's municipal boundaries.

Annexation Agreement

The Village's Standard Annexation Agreement has been submitted along with a proposed "Exhibit C" which is attached. Staff is taking this opportunity to summarize Exhibit C:

1. The developer shall be allowed to maintain the existing buildings as constructed or demolish and rebuild new structures and develop the property **with additional buildings consistent with all applicable village codes and ordinances.**
2. The applicant is seeking waivers in Park and School, Library, Annexation, Forestation fees and the architectural design provisions for residential developments. The highlighted fees are typically not charged for commercial projects in the Village.

Rezoning

When looking at any Rezoning request, it is important to look at the surrounding uses in order 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 10-2-11, any proposed Rezoning must comply with five (5) findings of facts that are outlined in this section of the Zoning Ordinance. The required findings of facts are as follows:

Analysis

- a) The amendment promotes the public health, safety, comfort, convenience and general welfare, and complies with the policies and official plans of the Village; and*

The proposed rezoning of the subject site to B-2 commercial zoning complies with the Village's Comprehensive Plan and general commercial character of the Route 83 corridor. The properties surrounding the subject site are commercial, including the both parcels being proposed to be annexed and rezoned to B-2 zoning.

- b) The trend of development in the area of the subject property is consistent with the requested amendments; and*

The continued trend of development along Route 83 is commercial. Over the past several years, several new commercial developments have been constructed including Tractor Supply and Fire Guys Tinting. The

applicant is seeking to rezone the subject properties to B-2 zoning and is seeking a developer to redevelop both parcels into a new commercial development.

- c) The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classifications; and*

The requested B-2 zoning will allow for future commercial uses that are consistent with the commercial character of the Route 83 corridor. As highlighted in the Comprehensive Plan, Staff is continuing to plan for the redevelopment and revitalization of the Route 83 corridor. Much of the existing commercial development along the corridor is obsolete and in drastic need of redevelopment.

- d) The property cannot yield a reasonable use if permitted only under the conditions allowed under the existing zoning classifications; and*

The current use of the existing parcels contains obsolete uses that are not consistent with the highest and best use of the applicant's property. The existing motel does not reflect the current trends in the hospitality industry and needs redevelopment.

- e) The amendment, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.*

The rezoning of the subject site will allow the properties to be consolidated and marketed for future commercial development. The sizes of the existing lots will make commercial development more challenging and the consolidation of the lots into one larger lot will provide more commercial opportunities.

RECOMMENDATION

Based on the foregoing analysis, the proposed annexation is a logical extension of the Village's municipal boundaries.

In addition, the proposed rezoning of the subject site to B-2 zoning is consistent with the trend of development along Route 83 corridor and the existing commercial character of the corridor.

Based on the foregoing, Staff would make the following recommendation.

The Planning and Zoning Commission recommended approval by the Village Board of the Annexation and Annexation Agreement Ordinance for the properties commonly known as 41062 and 41074 N. Route 83, 23512 Beach Grove Roads to the Village Board.

The Planning and Zoning Commission recommended approval of the Rezoning Ordinance to B-2 for the properties commonly known as 41062 and 41074 N. Route 83 and 23512 Beach Grove Road.