

Agenda
Village of Glen Ellyn
Village Board Meeting
Monday, March 26, 2012
8:00 p.m. – Galligan Board Room

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Village Recognition:
 - A. An email was received from a resident complimenting Civil Engineer Jeff Perrigo and the Public Works staff for a much improved directional sign at Main Street and Roosevelt Road.
 - B. Police Officer Carrie Nemchock received a note of thanks from Boy Scout Troop 46 for conducting a tour of the Police Department.
 - C. Police Officer Joseph Flores received a letter of thanks from the Federal Bureau of Investigation commending him for his assistance.
 - D. Police Chief Norton received a letter from a resident complimenting the Police Department for an informative session of “Coffee With the Cops.”
 - E. Police Officer Stephen Miko received a letter from a resident thanking him for the understanding and compassion shown to his family when his father passed away.
 - F. The Village Board and Management Team congratulates the following employee who recently celebrated an anniversary as a Village employee:

Michael Morange	Planning and Development	35 years
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5. Audience Participation
 - A. Proclamation to be presented to the Union Pacific Railroad.
 - B. Open:

Members of the public are welcome to speak to any item *not* specifically listed on tonight’s agenda for up to three minutes. For those items which are on tonight’s agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk.

6. Consent Agenda

The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below: *(Trustee Cooper)*

A. Village Board Meeting Minutes:

1. February 13, 2012 Regular Workshop
2. February 27, 2012 Regular Workshop
3. February 27, 2012 Regular Meeting
4. March 5, 2012 Special Budget Workshop
5. March 12, 2012 Regular Workshop
6. March 12, 2012 Regular Meeting

B. Total Expenditures (Payroll and Vouchers) - \$859,799.16.

The vouchers have been reviewed by Trustee Cooper prior to this meeting.

C. Motion to designate Trustee Ladesic as Village President Pro Tem for the four-month period from May through August, 2012.

D. Motion to approve a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation for the Lambert Road Right-Turn Lane at Roosevelt Road project. *(Public Works Director Hansen)*

E. Motion to waive Section 10-5-5(B)4-35 (Tents) of the Zoning Code to allow the Glen Ellyn Bible Church to periodically erect a temporary tent structure between the months of May and September, 2012. *(Assistant to the Village Manager Schrader)*

F. Motion to waive Section 10-5-14 (Indoor Live Entertainment) of the Zoning Code to allow the Alliance of Downtown Glen Ellyn to hold their Couples Night Out (Shops and Hops) event on April 27, 2012. *(Assistant to the Village Manager Schrader)*

G. Motion to waive Sections 8-1-11 (Street Obstructions) and 8-1-12 (Merchandise on the Streets) of the Village Code and Sections 10-4-17.1(B)32 and 10-4-17.2(B)25 (Outdoor Merchandise, Storage, Promotional Activities or Tents) of the Zoning Code to allow the Alliance of Downtown Glen Ellyn to hold their Wedding Walk event on April 15, 2012. *(Assistant to the Village Manager Schrader)*

H. Motion to waive Sections 10-4-14(B)17 and Section 10-5-5(B)4-35 (Special Use for Outdoor Sales, Storage, Tents, Promotional Activities and Events), Section 10-5-13-N (All Business, Merchandise and Display to be Conducted Entirely Within an Enclosed Building) of the Zoning Code and Section 4-5-7 (Prohibiting Attention-Getting Devices) of the Village Code in order to permit the Glen Ellyn Historical Society to host the Antiques on the Green event on May 26, 2012. *(Assistant to the Village Manager Schrader)*

- I. Ordinance No. 6012, an Ordinance Granting Exterior Appearance Approval for Career Vision to be Located at 526 N. Main Street. *(Planning and Development Director Hulseberg)*
 - J. Ordinance No. 6013, an Ordinance Amending Ordinance 5664 and Granting Revised Exterior Appearance Approval for an Addition to the Grace Lutheran Church Located at 493 Forest Avenue. *(Planning and Development Director Hulseberg)*
 - K. Ordinance No. 6014, an Ordinance Granting Exterior Appearance and Sign Variation Approvals for the Building in the Pickwick Place Shopping Center known as 650 Roosevelt Road. *(Planning and Development Director Hulseberg)*
 - L. Motion to approve a first amendment to the communications site lease agreement between the Village of Glen Ellyn and Nextel West Corporation to maintain cellular transmission equipment at the Glen Ellyn Civic Center for an annual rent continuing at \$34,218.27 and increasing 3% each year thereafter. *(Assistant to the Village Manager Schrader)*
 - M. Ordinance No. 6015, an Ordinance Approving Text Amendments to the Glen Ellyn Zoning Code. *(Planning and Development Director Hulseberg)*
 - N. Resolution No. 12-04, a Resolution Authorizing Adoption of the 2012 Official Zoning District Map for the Village of Glen Ellyn, DuPage County, Illinois. *(Planning and Development Director Hulseberg)*
 - O. Motion to approve a Public Sidewalk Supplemental Liquor License for Vitorio's Ristorante at 504 Crescent Boulevard, and three license agreements to allow tables and chairs in the public right-of-way for Einstein Bros. Bagels at 443 N. Main Street, Vitorio's Ristorante at 504 Crescent Boulevard, and to allow a hot dog cart for Heaven-Lee Hot Dogs at 461 N. Main Street. *(Planning and Development Director Hulseberg)*
 - P. Ordinance No. 6016-VC, an Ordinance to Amend Section 9-2-12 (Municipal Permit Only Parking Lots) of the Village Code of the Village of Glen Ellyn, Illinois regarding Parking in the Duane and Lorraine Parking Lot. *(Police Chief Norton)*
7. Planning and Development Director Staci Hulseberg will present information regarding proposed annexation agreements for six properties in southeast unincorporated Glen Ellyn, located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road. *(Trustee Henninger)*
- A. Public hearing regarding proposed annexation agreements for six properties southeast of the current Village limits located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road.

- B. Ordinance No. 6017, an Ordinance Approving Annexation Agreements for six properties southeast of the current Village limits located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road.
8. Public Works Director Julius Hansen will present information on the Hawthorne Corridor Improvements Project. The Hawthorne project includes the complete reconstruction of the existing Hawthorne roadway within the Village and the section of Pleasant Avenue between Cottage and Hawthorne, totaling just over one mile of street work, with a concrete pavement to be constructed on Hawthorne. The project will be comprehensive in scope, including extensive underground improvements in the water, sanitary sewer and storm sewer systems. Work will begin in mid-April and will be completed by mid-October, with intermediate completion dates specified for accommodating resident and institution needs.

R. W. Dunteman Company of Addison, IL submitted the lowest of 6 bids received at the March 20, 2012 bid opening. The Dunteman base bid in the corrected amount of \$3,840,000 is 14% under the engineer's estimate and just 1% below the second low bidder. Civiltech Engineering of Itasca, IL is recommended to provide the necessary construction phase engineering services in the not-to-exceed amount of \$398,625. As the design engineer, Engineering Resource Associates produced the final plans and contract documents under an agreement approved by the Village Board in April 2011 in the not-to-exceed amount of \$263,000. Additional services in the amount of about \$25,000 were provided during the detailed design phase for sidewalk designs and studies in the Ellyn Avenue corridor and to coordinate with District 41 for proposed Hadley Junior High School parking lot improvements. *(Trustee Hartweg)*

- A. Motion to approve award of a contract to R. W. Dunteman Company for improvements associated with the Hawthorne Corridor Improvements Project, in the amount of \$4,085,000 (including a 5% contingency), to be expensed to the FY13 Water, Sanitary Sewer and Capital Projects funds.
- B. Motion to approve an agreement with Civiltech Engineering, Inc. for construction engineering services for the Hawthorne Corridor Improvements Project, in the total not-to-exceed amount of \$420,000 (including a 5% contingency), to be expensed to the FY13 Water, Sanitary Sewer and Capital Projects funds.
- C. Motion to approve Amendment No. 1 to the design services agreement with Engineering Resource Associates for the Hawthorne Corridor Improvements Project for additional design engineering expenses in the amount of \$27,000 resulting in a total not-to-exceed fee of \$290,000 for the work.
9. Reminders:
- The next Regular Village Board Meeting is scheduled for Monday, April 9, 2012, with the Workshop beginning at 7:00 p.m. and the Regular Board Meeting beginning at 8 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

10. Other Business?
11. Motion to adjourn to Executive Session for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter without returning to open session. (*Trustee Ladesic*)



A-5A

VILLAGE OF GLEN ELLYN

Proclamation

WHEREAS, the Village of Glen Ellyn and Union Pacific (UP) Railroad have worked in partnership throughout the years, and

WHEREAS, the UP Commuter Operations Engineering Department, including Director of Public Affairs Mr. Wes Lujan, have proactively appeared at Village Board Meetings to inform the board and community of UP's actions and outreach on its rail lines; and

WHEREAS, During a recent outreach meeting, President Pfefferman asked Mr. Lujan to help the community's aesthetics by replacing the mismatched fencing resulting from UP's safety upgrades; and

WHEREAS, Mr. Lujan met with President Pfefferman at the area the very same week and assessed the situation to determine a reasonable solution; and

WHEREAS, Mr. Lujan then worked with the Planning and Development Department and amended a request to replace the entire area of fencing rather than just a single section, which provided an upgraded and consistent looking fence throughout the downtown;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do convey the appreciation of the Village Board and the residents of Glen Ellyn to UP, the UP Commuter Operations Engineering Department and Wes Lujan for their cooperation and concern for the safety, enjoyment, aesthetics and economic development of our Central Business District and for all commuters who pass through the Village on a daily basis.



Village President

attest:

Village Clerk

March 26, 2012
Date

A-6A,

Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
February 13, 2012

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Hartweg, Ladesic, Cooper, McGinley and Friedberg; Trustee Henninger was excused. Village Clerk Connors. Village Attorney Diamond. Staff present: Village Manager Franz, Public Works Director Hansen, Police Chief Norton, Planning and Development Director Hulseberg.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 p.m. with a roll call. Trustees Hartweg, Cooper, Ladesic, McGinley and Friedberg, responded "Present." Trustee Henninger was excused.

2. Adjournment

At 7:05p.m., Trustee Cooper moved and Trustee Ladesic seconded a motion to adjourn to Room 301 for the purpose of discussing pending litigation and the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter to the Village Board Meeting in the Galligan Board Room at 8:00p.m. Upon roll call, all voted "Aye." Meeting adjourned.

Respectfully Submitted,

Suzanne R. Connors,
Village Clerk

A-6A₂

**Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
February 27, 2012**

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Hartweg, Ladesic, Cooper, McGinley, Henninger, and Friedberg; Village Clerk Connors. Village Attorney Diamond. Staff present: Village Manager Franz, Public Works Director Hansen, Police Chief Norton, Planning and Development Director Hulseberg.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 p.m. with a roll call. Trustees Hartweg, Cooper, Ladesic, McGinley, Henninger, and Friedberg, responded "Present."

2. Adjournment

At 7:03p.m., Trustee Cooper moved and Trustee Ladesic seconded a motion to adjourn to Room 301 for the purpose of discussing pending litigation and the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter to the Village Board Meeting in the Galligan Board Room at 8:00p.m. Upon roll call, all voted "Aye." Meeting adjourned.

Respectfully Submitted,

Suzanne R. Connors,
Village Clerk

Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
Monday, February 27, 2012

A-6A₃

Call to Order

Village President Pfefferman called the meeting to order at 8:00 p.m.

Roll Call

Upon roll call by Village Clerk Connors, Village President Pfefferman and Trustees Cooper, Friedberg, Hartweg, Henninger, Ladesic and McGinley answered, "Present."

Pledge of Allegiance

Pledge of Allegiance was led by representatives of the **Glen Ellyn Children's Resource Center**. Celia Rodee spoke about the center and the planned Friday night Spellapalooza spelling bee at Glenbard West when Chief Norton will be Master of Ceremonies. Trustee Cooper, who will lead a spelling team, asked everyone's support. Information about the Children's Resource Center is available on their website.

Village Recognition

- A. A memo was received from Glenbard Wastewater Authority recognizing the following Village Public Works employees for their outstanding work efforts which resulted in a cost effective solution to a change order for the backflow preventer work at GWA: Jeff Agner, Ken Major, Bob DeRosa, Steve Hughes, Rich Mascarella, Joe Rein, Bob Greenberg, and Mark Mellor. Their combined efforts helped the GWA save \$9,200 taxpayer dollars.
- B. Police Officer David Gill received a note of thanks from a cabdriver for helping him during a health emergency.
- C. Public Works received a complimentary call from a resident forwarding his thanks to Eric Hendrickson, Stephen Hughes, and Robert Fields for their outstanding efforts to remove a large parkway tree.
- D. Police Officer Mallory Wilkens received an email of thanks from a Wheaton resident for assisting her friend during a health emergency.
- E. The Village Board and Management Team congratulates the following employee who recently celebrated an anniversary as a Village employee:

William Keel

Planning and Development

10 years

- F. The Village accepts the resignation of Mary Ozog from the Zoning Board of Appeals and thanks her for her service to the Village.

Audience Participation

- A. Tim Whelan, a Wheaton Resident, but whose office is at 1200 Roosevelt Road spoke. He introduced himself as a candidate for Forest Preserve District 4 representative. The District 4 includes Glen Ellyn.

Consent Agenda

Village Manager Franz presented the consent Agenda. Village President Pfefferman called for questions and/or discussion of the items on the Consent Agenda.

A. Village Board Meeting Minutes:

1. February 13, 2012 Regular Meeting

- B. Total Expenditures** (Payroll and Vouchers) - \$1,315,048.72.

The vouchers have been reviewed by Trustee Henninger prior to this meeting.

- C. Ordinance No. 6005**, an Ordinance Approving a Variation from the Side Yard Setback Requirements of the Zoning Code to Allow the Reconstruction of the Home for Property at **621 Forest Avenue**.

Trustee Ladesic asked that this item be removed from the Consent Agenda and be discussed as a separate item. Item C will be discussed after Consent Agenda consideration.

- D. Resolution No. 12-01**, a Resolution to **Adopt Municipal Legislative Positions and Priorities for the 2012 Legislative Session**.

Trustee Henninger moved and Trustee Hartweg seconded the motion that items A, B and D be considered routine business by the Village Board and be approved in a single vote.

Upon roll call, Trustees Henninger, Hartweg, Cooper, Friedberg, Ladesic and McGinley Voted "Aye." Motion carried.

Ordinance No. 6005 – 621 Forest Avenue – Variation from Side Yard Setback

At the request of Trustee Ladesic, this item was moved from the Consent Agenda for further discussion concerning the Variation from the Side Yard Setback Requirements of the Zoning Code to Allow the Reconstruction of the Home for Property at 621 Forest Avenue.

Planning and Development Director Staci Hulseberg presented information concerning the request for the variation. She explained that a corner of the existing foundation was 6.37' instead of 9' required which created the need for a variation. The Zoning Board of Appeals voted 7-0 to recommend granting the variation.

A discussion followed regarding what and how items are selected for the consent agenda. Generally, if an item is unanimously recommended by a board or commission, it is put on the consent agenda.

Trustee Henninger moved and Trustee Hartweg seconded the motion that Ordinance No. 6005 be passed, an Ordinance of the Village of Glen Ellyn, DuPage County, Illinois Approving a Variation from the Side Yard Setback Requirements of the Zoning Code to Allow the Reconstruction of the Home for Property at 621 Forest Avenue, Glen Ellyn, Il.

Upon roll call, Trustees Henninger, Hartweg, Cooper, Friedberg, Ladesic and McGinley Voted "Aye." Motion carried.

Intergovernmental Agreement between College of DuPage, DuPage County and the Village of Glen Ellyn

Village Manager Franz presented information on a proposed Intergovernmental Agreement between the College of DuPage, DuPage County and the Village of Glen Ellyn. He gave some of the details and highlights of the agreement. Under this agreement, DuPage County would assume administrative and regulatory control over the College of DuPage campus with respect to various regulations. This agreement is the agreement passed by the College of DuPage with the college's suggested changes. It is subject to the Village's attorney's approval.

Trustee Friedberg moved and Trustee Henninger seconded the motion to authorize the execution of an Intergovernmental Agreement between the College of DuPage, DuPage County and the Village of Glen Ellyn subject to attorney approval.

Upon roll call, Trustees Friedberg, Henninger, Cooper, Hartweg, Ladesic and McGinley voted "Aye." Motion carried.

President Pfefferman spoke briefly about how excited the Village is about the agreement and that it is looking forward to signing the formal document.

Village Grants Program Guidelines and Applications Revisions.

Planning and Development Director Hulseberg began a discussion regarding potential revisions to the Village Grants program guidelines and applications. In January, Village staff requested Village Board feedback to the guidelines and applications for the Downtown Interior Improvement and Façade Improvement grant programs. Detailed suggestions were made. Village staff compiled that feedback and drafted amendments to the grant guidelines and applications that coincide with the stated purposes of the program. In lieu of a formal business plan, an additional narrative answering questions was added.

Planning and Development Director Hulseberg presented information concerning the request for the variation. She explained that a corner of the existing foundation was 6.37' instead of 9' required which created the need for a variation. The Zoning Board of Appeals voted 7-0 to recommend granting the variation.

A discussion followed regarding what and how items are selected for the consent agenda. Generally, if an item is unanimously recommended by a board or commission, it is put on the consent agenda.

Trustee Henninger moved and Trustee Hartweg seconded the motion that Ordinance No. 6005 be passed, an Ordinance of the Village of Glen Ellyn, DuPage County, Illinois Approving a Variation from the Side Yard Setback Requirements of the Zoning Code to Allow the Reconstruction of the Home for Property at 621 Forest Avenue, Glen Ellyn, Il.

Upon roll call, Trustees Henninger, Hartweg, Cooper, Friedberg, Ladesic and McGinley Voted "Aye." Motion carried.

Intergovernmental Agreement between College of DuPage, DuPage County and the Village of Glen Ellyn

Village Manager Franz presented information on a proposed Intergovernmental Agreement between the College of DuPage, DuPage County and the Village of Glen Ellyn. He gave some of the details and highlights of the agreement. Under this agreement, DuPage County would assume administrative and regulatory control over the College of DuPage campus with respect to various regulations. This agreement is the agreement passed by the College of DuPage with the college's suggested changes. It is subject to the Village's attorney's approval.

Trustee Friedberg moved and Trustee Henninger seconded the motion to authorize the execution of an Intergovernmental Agreement between the College of DuPage, DuPage County and the Village of Glen Ellyn subject to attorney approval.

Upon roll call, Trustees Friedberg, Henninger, Cooper, Hartweg, Ladesic and McGinley voted "Aye." Motion carried.

President Pfefferman spoke briefly about how excited the Village is about the agreement and that it is looking forward to signing the formal document.

Village Grants Program Guidelines and Applications Revisions.

Planning and Development Director Hulseberg began a discussion regarding potential revisions to the Village Grants program guidelines and applications. In January, Village staff requested Village Board feedback to the guidelines and applications for the Downtown Interior Improvement and Façade Improvement grant programs. Detailed suggestions were made. Village staff compiled that feedback and drafted amendments to the grant guidelines and applications that coincide with the stated purposes of the program. In lieu of a formal business plan, an additional narrative answering questions was added.

The Village Board discussed items that should be included or omitted. It was agreed that the proposed dollar amounts are acceptable. At this time, exterior grants are only applicable to downtown buildings. Village staff will make a few additional adjustments based on this evening's discussion. When it is completed, it will be brought back to the Village Board for adoption as a Resolution.

Reminders:

- A Special Budget Workshop will be held on Monday, March 5, beginning at 6:00p.m. in the Galligan Board Room of the Glen Ellyn Civic Center. This will be the first of three budget sessions. Public input is welcome. The draft budget will be available on the Village's website.
- The next Regular Village Board Meeting is scheduled for Monday, March 12, 2012, with the Workshop beginning at 7:00 p.m. and the Regular Board Meeting beginning at 8 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

Other Business?

A public meeting, using the open house format, concerning the downtown traffic study will be held on Wednesday, February 29, from 6 p.m. to 8 p.m. in Clayton Hall in the Civic Center. Everyone is urged to attend.

Adjournment

At 9:10 p.m. Trustee Henninger moved and Trustee Cooper seconded the motion to adjourn to Executive Session to complete discussion on the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter without returning to open session.

Upon roll call, Trustees Henninger, Cooper, Friedberg, Hartweg, Ladesic and McGinley voted "Aye." Motion Carried.

Meeting adjourned.

Respectfully submitted,

Suzanne R. Connors,
Village Clerk

A-6A4

**Minutes
Special Village Board Workshop
Glen Ellyn Village Board of Trustees
FY 12/13 Budget Workshop
GENERAL FUND AND RECREATION FUND
March 5, 2012**

Time of Meeting: 6:00 P.M.

Present: President Pfefferman; Trustees Hartweg, McGinley, Cooper, Henninger and Friedberg; Trustee Ladesic until 7:32; Village Clerk Connors. Staff present: Village Manager Franz, Schrader, Wachtel, Hansen, Pekarek, Norton, Coyle, and Barbeau; Hulseberg, Izzo, and Kolze until 9:32 p.m.; Chief Campbell until 9:55 p.m.

1. Roll Call

President Pfefferman called the Special Board Workshop to order at 6:00 P.M. with a roll call. President Pfefferman, Trustees Hartweg, Ladesic, McGinley, Friedberg, Cooper, and Henninger responded "Present."

2. Five Year Historical Audit Review

Village Manager Mark Franz began by explaining that Finance Commissioner Tat Skirvin would review the budget document and present five year projections. The General Fund and Recreation Fund overview will be presented by Finance Director Kevin Wachtel.

Commissioner Skirvin began by recalling that much was learned from the 2011 scorecard so that this year is being presented using a five year history. The presentation is going to be broken down into various funds. The forecast's aim is to provide a balanced budget without relying on property tax to fill the void. The key goals and how to approach them for a five year forecast is different from last year. He provided a summary of five year projections/trends, key revenue assumptions, and long-term plans. Personnel costs were discussed. Recommendations were made based on filling the entire gap between revenue and expense especially in the area of economic development.

3. Five Year Forecast – Governmental Funds

Village Manager Mark Franz explained that the FY12/13 budget aims to keep as close to the previous year as possible with a .1% increase. At the present time, there might be a small shortfall for FY11/12.

4. FY 12/13 Budget Overview

Finance Director Kevin Wachtel gave an overview of the General Fund. There are 13 funds which are the operating funds of the Village. There is an increase in some funds due to personnel changes. Director Wachtel detailed various expenses that may exceed revenue and other proposed budgeted expenditures for FY12/13. A small surplus is anticipated for some funds in FY11/12. A discussion concerning pension funding and Home Rule Sales Tax followed.

Trustee Ladesic left the meeting at this time.

5. Departmental Budget Overviews:

The respective department managers presented information about their departments including the previous year's accomplishments and staffing changes as well as anticipated modifications, adjustments and proposed projects for the up-coming fiscal year.

Director Staci Hulseberg - Planning and Development Department
Director Matt Pekarek - Recreation Department
Chief Pete Campbell - Glen Ellyn Volunteer Fire Company
Assistant to the Village Manager Kristen Schrader - Administration Department

It was noted that a separate IT Fund may be developed, but under another Department Manager. Director Wachtel was asked to investigate whether the Village was receiving more sales tax from on-line sales this year.

At 9:32 p.m., a recess was called.

The meeting resumed at 9:38 p.m. President Pfefferman and all Trustees present.

Director Julius Hansen spoke about the Public Works Department. It was suggested that Public Works investigate combining with other public entities for landscape maintenance.

Chief Phil Norton spoke about the Police Department.

Director Wachtel discussed the Finance Department and explained that the FY12/13 budget will be less than in the previous year with no staffing changes and the same staff hours including IT staffing. He detailed the general goals. Christina Coyle, the new Assistant Finance Director, was introduced. She is a CPA and just began working for the Village. Director Wachtel thanked all the departments for their efforts in contributing to the budget and Sue Barbeau whose help was invaluable.

Minutes
Special Village Board Workshop
FY 12/13 Budget Workshop
Glen Ellyn Village Board of Trustees
March 5, 2012
Page 3

6. Reminders

President Pfefferman reminded all present of the Special Village Board Workshop regarding the Capital and Enterprise Funds and Home Rules Sales Tax on Monday, March 19 at 6 p.m. in the Galligan Board Room.

There will be a Special Village Board Meeting for a Public Hearing following the Regular Village Board Workshop on Monday, April 16, in the Galligan Board Room.

The agenda for Regular Village Board Meeting on Monday, April 23, 2012, at 8 p.m. in the Galligan Board Room will include adoption of the FY12/13 budget.

7. Adjournment

At 10:50 p.m., Trustee Henninger moved, seconded by Trustee Friedberg to adjourn the meeting. All present voted "aye." Meeting adjourned.

Respectfully submitted,

Suzanne R. Connors
Village Clerk

A-6A5

**Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
March 12, 2012**

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Hartweg, Ladesic, Cooper, McGinley, Henninger, and Friedberg; Village Clerk Connors. Village Attorney Diamond at 7:30 p.m. Staff present: Village Manager Franz, Assistant to the Village Manager Schrader, Public Works Director Hansen at 7:07 p.m., Police Chief Norton, Planning and Development Director Hulseberg at 7:06p.m., Recreation Director Pekarek, Mark Binkerd, IT Manager, Andrew Letson, Administrative Intern.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 p.m. with a roll call. Trustees Hartweg, Cooper, Ladesic, McGinley, Henninger, and Friedberg, responded "Present."

2. Administrative Adjudication Update

Police Chief Norton reported on the results to date regarding the use of adjudication methods. Two hearings have been held thus far for the the adjudication process. Ninety-one persons appeared the first night; of the 204 that were eligible the second night, 33 appeared. The next hearing will be in March – they are always held on the 3rd Wednesday of the month. In addition to protesting tickets, people may also challenge the towing process. Prior to the adjudication process, individuals had to take time off to appear in court since the Police Department did not dismiss the charges for parking tickets and tows.

3. Police Radio Presentation

Police Chief Norton presented information about the new radios the Police Department is purchasing in connection with expanded communication between emergency agencies. They are 2 sided radios to better communicate between public safety organizations. They have moved from a lower band frequency to a higher band so police, fire and public safety from other communities can communicate. The Emergency Power Safety Board (EPSB) developed a private system in DuPage County which joined with the Star Comm

System allows for State-wide communication. Each new radio will cost about \$5,200 each. Chief Norton gave examples of past occurrences where, if this new radio had been available, the situations would have been safer for the officers. The Police Department held back money in past years so that funds are now available to pay for the system. Glen Ellyn can be ready to use the new system within the next month or so depending on when training is completed. Repair and maintenance can be done through DuComm. Since the radios are beyond state-of-the-art, it is anticipated that they will not need much attention any time soon. The monthly subscription fee for four years is \$30 per radio.

4. Other Items?

Recreation Director Matt Pekarek gave a brief presentation concerning naming opportunities for items at the Village Links. The items could be named after the donor or someone of the donor's choosing. Donors can be individuals or corporations. The Recreation Commission will meet on Wednesday, March 14, to begin to draft a proposal that would include possible items that could be named. When complete, the draft will be sent to the Village Board for consideration. Director Pekarek mentioned that the past Saturday and Sunday were the two busiest days the Village Links has had in the month of March since the course renovation.

There were no other items presented for discussion.

5. Recess to Executive Session

At 7:39p.m., Trustee Cooper moved and Trustee Henninger seconded a motion to adjourn to Room 301 for the purpose of discussing pending litigation. Upon roll call, all voted "Aye." Meeting recessed to Room 301.

6. Adjournment

At 7:56 p.m., the Village President and Board of Trustees returned from the Executive Session held in Room 301. Trustee Hartweg moved and Trustee McGinley seconded the motion to adjourn the regular Village Board Workshop. All voted "Aye." Meeting adjourned.

Respectfully Submitted,

Suzanne R. Connors,
Village Clerk

A-6A₆

Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
Monday, March 12, 2012

Call to Order

Village President Pfefferman called the meeting to order at 8:00 p.m.

Roll Call

Upon roll call by Village Clerk Connors, Village President Pfefferman and Trustees Cooper, Friedberg, Hartweg, Henninger, Ladesic and McGinley answered, "Present."

Pledge of Allegiance

Pledge of Allegiance was led by President Pfefferman.

Village Recognition:

- A. Planning and Development Director Staci Hulseberg and Utilities Superintendent Bob Greenberg received a letter from School District 89, thanking them for their cooperation in removing and replacing a damaged fire hydrant in the parking lot of the District's office building.
- B. A resident called to express her appreciation to Public Works personnel Rick Mascarella and Pat Long for their prompt response to her request that her daughter's name be corrected on a high school sign.
- C. Police Sergeant Joseph Baki and Police Officer Bradley Booton received a note of thanks from a resident expressing her gratitude for their assistance.

Audience Participation

- A. Proclamation in recognition of the accomplishments of the Glenbard South Boys Cross Country Team, with Head Coach Andy Preuss.
- B. Mike Formento, representing the Chamber of Commerce, spoke about the Taste of Glen Ellyn that is being planned for May 2012.

Jeff Gahris, 520 Longfellow, spoke about electric aggregation.

Consent Agenda

Village Manager Franz presented the Consent Agenda: Village President Pfefferman called for questions and/or discussion of the items on the consent Agenda.

Trustee Ladesic moved and Trustee McGinley seconded the motion that the following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

- A. Total **Expenditures** (Payroll and Vouchers) - \$1,386,734.37.

The vouchers have been reviewed by Trustee Ladesic prior to this meeting.

- B. Approve the recommendation of Village President Pfefferman that **Mary Loch be appointed to the Zoning Board of Appeals** for a term ending December 31, 2015.
- C. Approve a contract with **CMS Solutions** for **replacement of the phone system** at the Civic Center and Public Works Reno Center at a cost of \$36,550 (including a 10% contingency) to be expensed to the Facilities Maintenance Reserve Fund.
- D. Waive Section 3-23 (Peddlers), Section 8-1-11 (Street Obstruction), and Section 8-1-12 (Merchandise on Street) of the Village Code to allow the **Glen Ellyn Chamber of Commerce to host the 2012 Jazz Fest Glen Ellyn** event in the Central Business District on Saturday, July 14, 2012 between the hours of 2 p.m. and 10:30 p.m.
- E. Waive Section 3-23 (Peddlers), Section 8-1-11 (Street Obstruction), and Section 8-1-12 (Merchandise on Street) of the Village Code for the annual **Chamber of Commerce Taste of Glen Ellyn** event scheduled for Thursday, May 17 through Sunday, May 20, 2012.
- F. **Resolution No. 12-02**, a Resolution Authorizing the Execution of Two Agreements Regarding the **Environmental Conditions at 615 Roosevelt Road Relating to Park Boulevard**.
- G. **Ordinance No. 6006-VC**, an Ordinance to Amend Section 9-5-6 (Schedule F; Parking Prohibited at All Times) of the Village Code of the Village of Glen Ellyn, Illinois **Regarding Parking on Traver Avenue South of Hill Avenue**.
- H. **Ordinance No. 6007-VC**, an Ordinance to Amend Section 9-5-14 (Schedule N; Parking Rate Zone Locations) of the Village Code of the Village of Glen Ellyn, Illinois **Regarding Parking in the Duane and Lorraine Lot**.

- I. Accept the low bids submitted by **Zimmerman Ford of St. Charles, IL** for the **purchase of a 2012 Ford pickup truck** at a cost of \$23,499 plus trade-in of a 1992 Ford pickup truck, and the **purchase of a 2012 Ford dump truck with snow plow** for \$33,703 plus the trade-in of a 1990 dump truck with snow plow, to be expensed to the Recreation Fund.

Upon roll call, Trustees Ladesic, McGinley, Cooper, Friedberg, Hartweg and Henninger voted "Aye." Motion carried.

Public Hearing – 0N180 Cumnor Avenue – Annexation Agreement

Trustee Hartweg moved and Trustee Henninger seconded the motion that a public hearing to receive comment on an annexation agreement for 0N180 Cumnor Avenue located north of Hill Avenue between Cumnor Avenue and Country Club Lane be opened. All Trustees voted "Aye." Motion carried.

Planning and Development Director Hulseberg presented information on the request of John Webb to approve an annexation agreement and annexation for property located at 0N180 Cumnor Avenue. Mr. Webb is requesting annexation in order to allow connection to Glen Ellyn water and sanitary sewer services for a new home that he plans to construct on the site. Director Hulseberg explained that no additional access to the property will be allowed; the properties will be removed from the Fire Company SSA; and the new structure will be required to conform with DuPage County storm water regulations. The subject property is located north of Hill Avenue between Cumnor Avenue and Country Club Lane and is contiguous to the Village. Upon annexation the new address of the property will be 498 Country Club Lane.

Trustee Henninger moved and Trustee Friedberg seconded the motion that the public hearing be closed. All Trustees present voted "Aye." Motion carried.

Ordinance No. 6008 – 0N180 Cumnor Avenue – Annexation Agreement

Ordinance No. 6009 – 0N180 Cumnor Avenue – Annexing and Zoning Property

Resolution No. 12-03 – 498 Country Club Lane – Public Utility and Drainage Easement

Trustee Hartweg moved and Trustee Henninger seconded the motion that Ordinance Nos. 6008 and 6009 and Resolution No. 12-03 be passed.

Ordinance No. 6008, an ordinance approving an Annexation Agreement for the Property Located North of Hill Avenue between Cumnor Avenue and Country Club Lane Commonly Known as 0N180 Cumnor Avenue (new address 498 Country Club Lane), and

Ordinance No. 6009, an ordinance Annexing and Zoning Property Located North of Hill Avenue between Cumnor Avenue and Country Club Lane Commonly Known as 0N180 Cumnor Avenue (new address 498 Country Club Lane), and

Resolution No. 12-03, a resolution accepting a Public Utility and Drainage Easement on Property Located at 498 Country Club Lane.

Upon roll call, Trustees Hartweg, Henninger, Cooper, Friedberg, Ladesic and McGinley voted "Aye." Motion carried.

Ordinance No. 6010 – 567 Lake Road – Approving Seven Variations of the Zoning Code

Planning and Development Director Hulseberg presented information on a request by Tom and Katherine Condon for seven variations from the Glen Ellyn Zoning Code. The property is located in the R2 Zoning District and is defined as a corner through lot on the north side of Crescent Boulevard. Director Hulseberg displayed a drawing showing all seven variations. The Zoning Board of Appeals voted 6-1 in favor of six variations and 4-3 in favor of the driveway variation.

Jammie Simonert, 504 Hillside, who is the contractor for Mr. and Mrs. Condon answered questions from the Village Board.

Trustee Ladesic moved and Trustee McGinley seconded the motion that Ordinance No. 6010 be passed. An Ordinance Approving Seven Variations from the Front Yard Setback, Accessory Structure Height and Driveway Approach Requirements of the Zoning Code to Allow Additions, Alterations and a Second Driveway Approach for Property at 567 Lake Road.

Upon roll call, Trustees Ladesic, McGinley, Friedberg, Hartweg and Henninger voted "Aye." Trustee Cooper Abstained. Motion carried.

Ordinance No. 6011 – 556 Lowden Avenue – Denial of a Special Use Permit and Zoning Variations for a Proposed Church

Planning and Development Director Hulseberg presented information about the requests of University Bible Fellowship, owner of property located at 556 Lowden Avenue, to allow a church on the site. The petitioner is requests continued operation of the church in the same manner as it has been since purchasing the property in 1998. Typical church activities include informal worship services on Sundays, Friday group prayer meetings, small group Bible studies and individual quiet study for student members. Village Building Inspectors found the home being used as a church, but there had been no complaints prior to the discovery. The Plan Commission voted 9-0 to recommend denial of the request. The church was allowed six month to relocated, but have found space at the College of DuPage. Individuals representing the church indicated they did not have plans for the property at this time.

Trustee Friedberg moved and Trustee Henninger seconded the motion that Ordinance No. 6011, an Ordinance Denying a Special Use Permit and Zoning Variations for a Proposed Church at 556 Lowden Avenue.

Upon roll call Trustees Friedberg, Henninger, Cooper, Hartweg, Ladesic and McGinley voted "Aye." Motion carried.

Reminders:

- The next Regular Village Board Workshop is scheduled for Monday, March 19, 2012 at 6 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
- The next Regular Village Board Meeting is scheduled for Monday, March 26, 2012, with the Workshop beginning at 7:00 p.m. and the Regular Board Meeting beginning at 8 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

Other Business

No one indicated that there was any other business to come before the Board.

Adjournment

At 8:50 p.m. Trustee Hartweg moved and Trustee McGinley seconded the motion to adjourn.

Upon roll call, Trustees Hartweg, McGinley, Cooper, Friedberg, Henninger and Ladesic voted "Aye." Motion carried. Meeting adjourned.

Respectfully submitted,

Suzanne R. Connors,
Village Clerk

MEMORANDUM

A-6D

TO: Julius Hansen, Public Works Director

FROM: Bob Minix, Professional Engineer 

DATE: March 19, 2012

SUBJECT: Lambert Road Right-Turn Lane at Roosevelt Road
Recommendation for Approval of the Local Agency Agreement for
Federal Participation with the Illinois Department of Transportation



The project to install a right-turn lane for northbound Lambert Road at Roosevelt Road has involved many activities to date. Land acquisition has proceeded through the Illinois Department of Transportation (IDOT) quick-take process and the Preliminary Just Compensation Order amount of \$97,500 was deposited with the DuPage County Treasurer in February. Undergrounding of overhead utility lines has been completed by three of the four utility companies and many of the utility poles have already been removed, with AT&T scheduled to complete that effort later this spring. A required update to the Preliminary Environmental Site Assessment has recently been completed. The project is currently slated for the April 27, 2012 IDOT bid letting.

There are some paperwork items that need attention at this time. The project has qualified for Surface Transportation Program funding for 70% of construction costs with a maximum federal participation level of \$286,000. As part of the project implementation process, the Village needs to execute a Local Agency Agreement (LAA) with IDOT. This agreement establishes the division of project costs that will be paid for either by federal funds or by local community dollars. A draft version of the LAA was developed by staff and submitted to IDOT in February; the final form was recently transmitted back to us and is attached to this memorandum for reference. Based on the latest engineer's estimate, the construction cost for the project is \$452,000. With the federal share capped at \$286,000 the costs to be borne by Glen Ellyn include the balance of construction (\$166,000) as well as construction engineering oversight costs estimated to be \$50,000.

At this time, Village Board approval is sought to authorize the Village President to sign the LAA so that it can be forwarded to IDOT by the end of March in order to keep on track for the for the April 27, 2012 bidding date. Once the bids are received and an engineer is retained for construction oversight, project funding in more precise amounts will be formally requested. Construction of the project will last about 8 weeks and would take place in the summer of 2012.

cc: Mark Franz, Village Manager
Kristen Schrader, Assistant to the Village Manager – Administration
Jeff Perrigo, Civil Engineer
Patti Underhill, Administrative Services Coordinator (with six copies of the LAA for signature of the Village President)

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Glen Ellyn	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 05-00069-00-CH	Fund Type STU	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-139-08	M-8003 (923)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Lambert Road Route FAU 2576 Length 0.1 mile
 Termini At IL Route 38 (Roosevelt Road)

Current Jurisdiction LA Existing Structure No N/A

Project Description

Construction of a right-turn lane for northbound Lambert Road and relocation of traffic signal and lighting equipment at the southeast corner of the intersection of Lambert and Route 38.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	286,000	(*)		()	166,000	(BAL)	452,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 286,000		\$		\$ 166,000		\$ 452,000

* Maximum FHWA (STU) Participation 70%, not to exceed \$286,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA Obligation) _____
 METHOD B-- _____ Monthly Payments of _____
 METHOD C--LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Mark Pfefferman

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005897 conducting business as a Governmental Entity.

DUNS Number 076856988

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date



DRAFT

March 27, 2012

3
A-6E

Mark J. Dede, Facilities Manager
Glen Ellyn Bible Church
501 Hillside Avenue
Glen Ellyn, IL 60137

Re: Tent Request

Dear Mr. Dede:

This letter is to confirm action taken at the Village Board Meeting on Monday, March 26, 2012, regarding the Glen Ellyn Bible Church's request to use a temporary tent structure during the months of May through September as described in the Glen Ellyn Bible Church's request letter. The Village Board approved your requests with modifications and also temporarily waived Section 10-5-5(B)4-35 (Tents) of the Glen Ellyn Zoning Code.

1. The tent must be a minimum of 10 feet from any building, 14 feet from the south property line, have no cooking equipment within it, comply with all applicable building regulations and be inspected by a Planning and Development Department Building Inspector prior to the first time it is used. Please contact the Planning and Development Department at 630-547-5250 to arrange for an inspection prior to its use. The cost for a building inspection is \$50.00.
2. The tent should be installed no more than one day prior to the event and removed no more than one day after the event.
3. The Glen Ellyn Bible Church must notify the neighbor to the south of the property before each event in which the tent is used.

Copies of your letter, together with this reply, are being furnished to appropriate staff members so that necessary arrangements can be made to carry out the requests of your organization. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Julius Hansen, Public Works Director
Bill Holmer, Deputy Police Chief
Dave Buckley, Assistant Public Works Director
Danamarie Izzo, Assistant to the Village Manager - HR
Patti Underhill, Administrative Services Coordinator

Civic Center

535 Duane Street
Glen Ellyn, IL 60137

Administration

630-469-5000
Fax 630-469-8849

Finance

630-547-5235
Fax 630-469-1757

Planning and Development

630-547-5250
Fax 630-547-5370

Police

630-469-1187
Fax 630-469-1861

Public Works

30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

**The Village Links and
Recreation**

485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

www.glenellyn.org
www.villagelinksgolf.com



To: Kristin Schrader
Re: Canopy use at Glen Ellyn Bible Church

I'm writing this letter, as I understand you wanted additional clarification, on our desire to put up a canopy in the green space on the east side of our property. While I understand you like specific dates and times, I must admit that this will be difficult to provide. The intent of the canopy is simply to provide some cover for our congregation as we gather outside for fellowship and community periodically through the warmer months of the year- May thru September.

The canopy would be a temporary structure, put up and taken down daily for an individual function or event. While this would happen for the most part on Sundays, we would like the ability to use the canopy for special events a few times during the year when specific dates, such as Easter, or specific functions such as baptisms or baby dedications, bring an unusually large number of visitors and push the limits of our current facility. The canopy would be invaluable as a means to expand our facility to our growing congregation and provide us with some versatility/flexibility for our meeting and classroom spaces indoors.

With that said, we would be more than happy to allow the City of Glen Ellyn use of the canopy on our property for any number of municipal functions held throughout the year (ie. Taste of Glen Ellyn, The Artists Fair, Village Races, etc.)

Attached are copies of the initial letter, along with other information provided to the Glen Ellyn Permit department, for your review.

Please feel free to contact me at any time, with any question you may still have.

In His service,

-Mark Dede

A handwritten signature in black ink, appearing to read "Mark Dede", written over a white background.

Mark J. Dede
Facilities Manager



Glen Ellyn Bible Church

501 Hillside Avenue
Glen Ellyn, IL 60137
630.469.2964 x20
mdede@gebible.org

www.gebible.org



To whom it may concern:

Glen Ellyn Bible Church would like to erect 1 StarTwin canopy (none permanent structure) aprox. 60x30 in the west green space, along with 2 small (10x10 & 10x20) pop up type canopies in the central green space of our property nearest the church from time to time for Sunday services and special events during the warmer months of the year. The main canopy would be put up 1 or 2 days before an event, taken down the day after and stored inside. Smaller 10x10 and 10x20 canopies would be put up and taken down the day of the event/service

Please see attached diagrams for approximate placement, manufacturer specifications on Canopy including fire certificates.

Included

- 1 Plat of survey with positions of canopies marked in red
- 1 Spec sheet from KD Kanopy (manufacturer) for Startwin 685 canopy
- 1 Spec sheet from KD Kanopy (manufacturer) for Majestic Popup 10x10 canopy
- 1 Spec sheet from KD Kanopy (manufacturer) for Majestic Popup 10x20 canopy
- 1 Fire certificates for all canopies
- 1 aerial map denoting locations of canopies trees and ground cover
- 1 summary letter of intent

Please feel free to contact me with any questions you may have

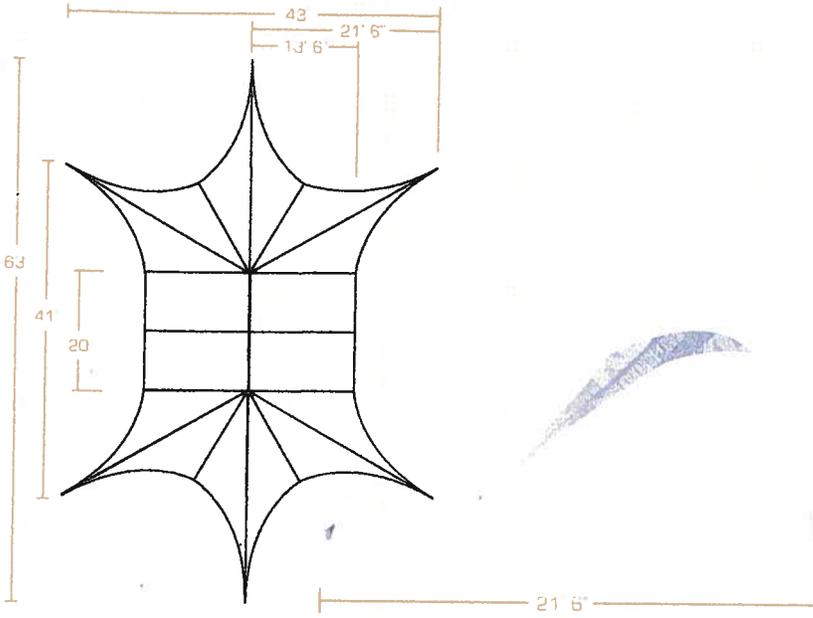
Sincerely,

Mark J Dede

A handwritten signature in black ink, appearing to read "Mark J Dede", is written over a circular scribble.

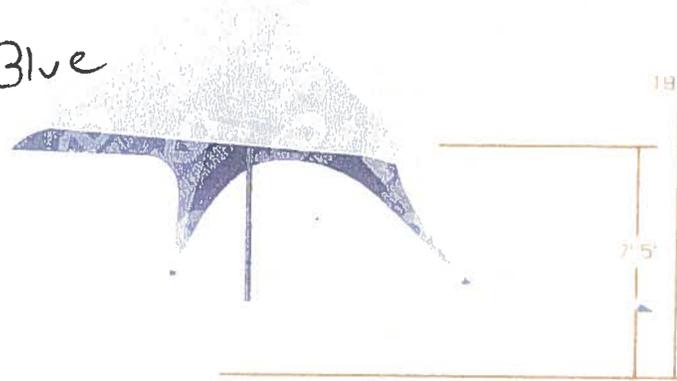
www.gebible.org

Widths



Heights

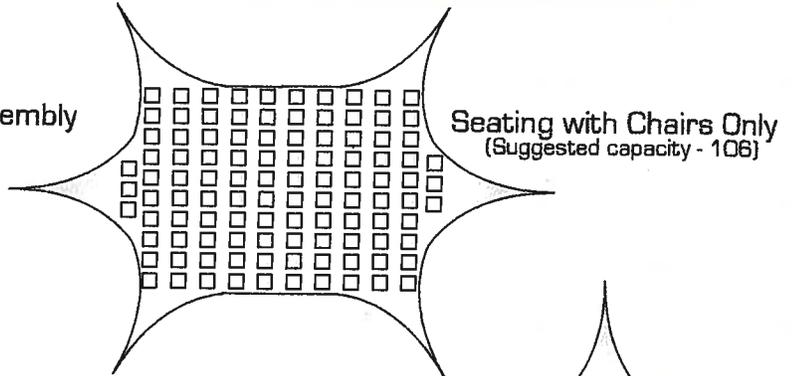
Blue



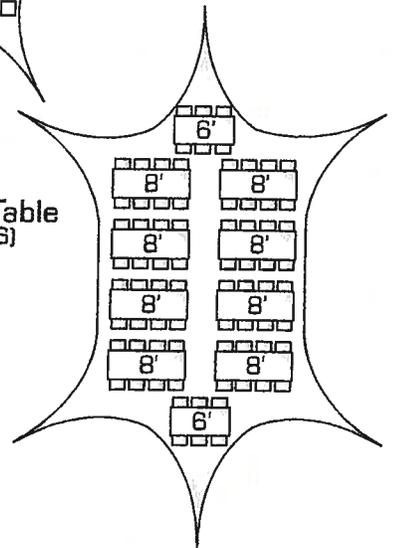
Package Includes

Qty:	Item:
6	50.25" Aluminum Poles
2	50.25" Telescoping Pole with Crank Assembly
2	13.5" Aluminum Pole with Dome Cap
1	500x500 Denier Polyester Oxford Top
5	Carry Bag
6	Steel Spikes
2	Center Pole Plate
2	Measuring Cable
1	Stake Puller
1	Assist Bar

Seating Charts



Seating with 6' & 8' Table
(Suggested capacity - 66)



Shipping Weights & Sizes

Item:	Weight:	Shipping Box Size:
Poles	146 lbs.	12"x12"x53"
Top	95 lbs.	20"x20"x24"
Top, Bag & Spikes	50 lbs.	8" x 8" x 43"

*All measurements are approximate

Color Choices





MAJESTIC 100

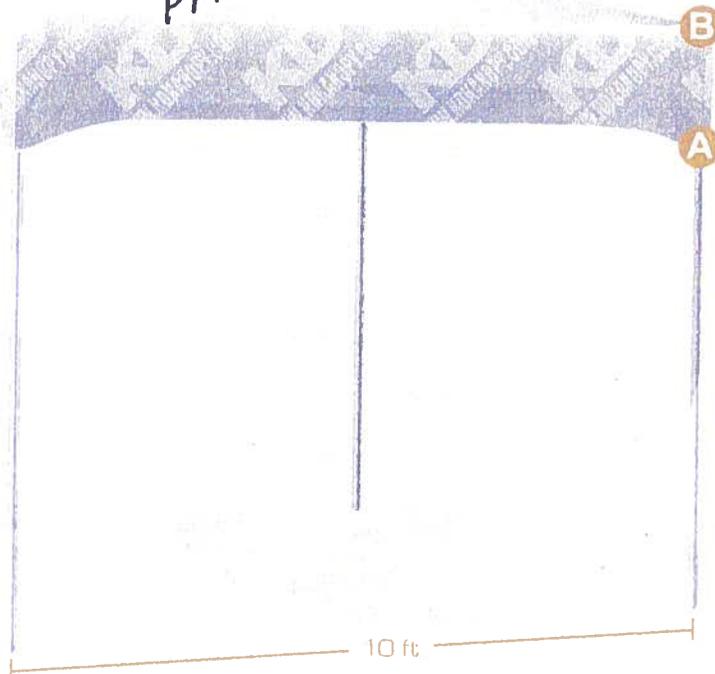
Specifications

Adjustable Height

	A	B	C	
Setting #5	6'6"	7'11"	10'10"	
Setting #4	6'2.5"	7'7.5"	10'6.5"	
Setting #3	5'11"	7'4"	10'2"	
Setting #2	5'7.5"	7'5"	9'10.5"	
Setting #1	5'4"	6'9"	9'7"	
No Setting	3'5.75"	5'10.75"	8'8.75"	

16.5"

Blue PMS 294



Package Includes

Qty:	Item:
1	10x10 Aluminum Frame
1	500 Denier Polyester Oxford Top
1	Carry Bag
4	12" Steel Spikes

** Side Panels & Rail Curtains are optional

Shipping Weights & Sizes

Item:	Weight:	Shipping Box Size:
Frame	45 lbs.	61"x10"x10"
Top, Bag & Spikes	11 lbs.	16"x14"x 6"

*All measurements are approximate

Frame Storage Size



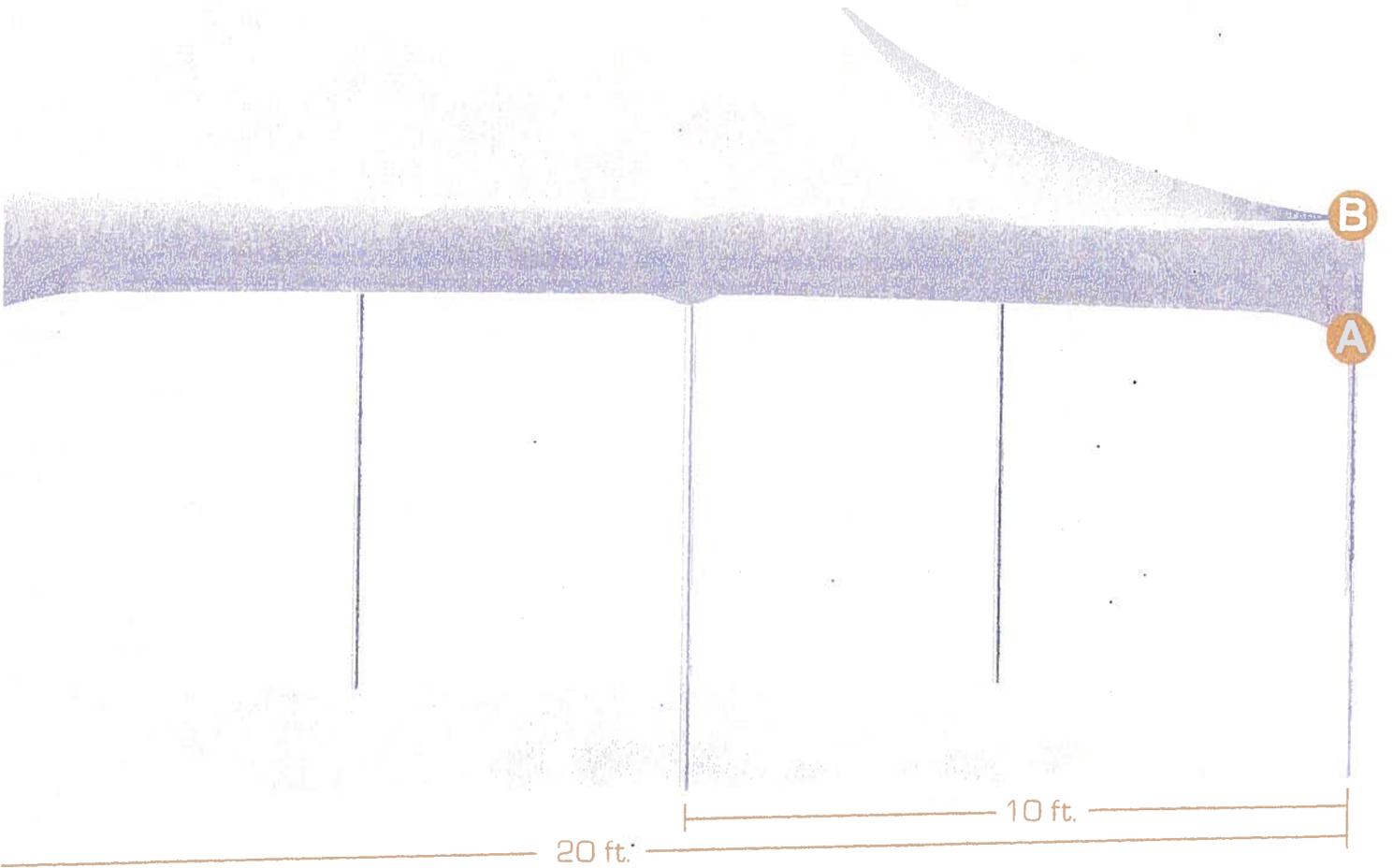
Color Choices



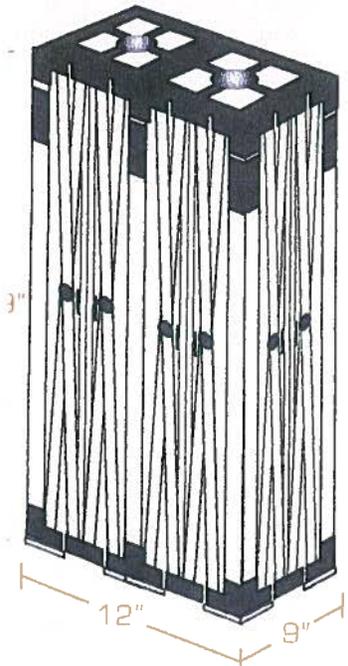
MAJESTIC 200

Specifications

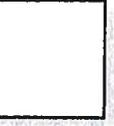
C



Package Size

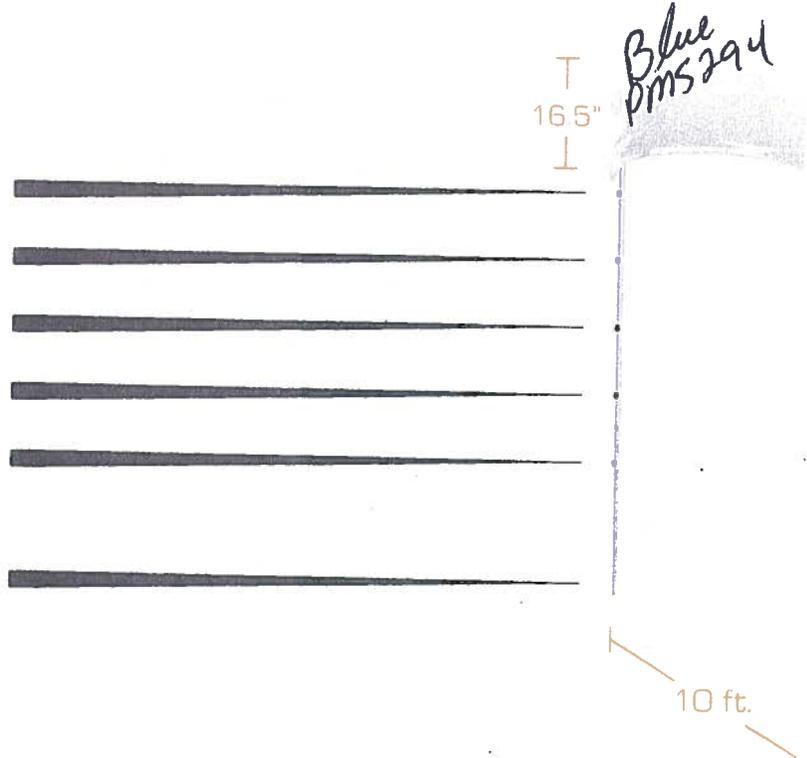


Color Choices

				
Blue PMS 294	Red PMS 200	Purple PMS 526	Green PMS 357	Navy Blue PMS 2767
				
Yellow PMS 101	Cream PMS 468	Black PMS Black	White PMS White	Silver PMS 429
				
Maroon PMS 202	Pink PMS 190	Orange PMS 1655		

Adjustable Height

	A	B	C
Setting #5	6'6"	7'11"	10'10"
Setting #4	6'2.5"	7'7.5"	10'6.5"
Setting #3	5'11"	7'4"	10'2"
Setting #2	5'7.5"	7'5"	9'10.5"
Setting #1	5'4"	6'9"	9'7"
No Setting	3'5.75"	5'10.75"	8'8.75"



Package Includes

Qty:	Item:
1	10x20 Aluminum Frame
1	500 Denier Polyester Oxford Top
1	Carry Bag
6	12" Steel Spikes

Frame S

** Side Panels & Rail Curtains are optional

Shipping Weights & Sizes

Item:	Weight:	Shipping Box Size:
Frame	80 lbs.	61"x17"x10"
Top, Bag & Spikes	17 lbs.	21"x16"x 6"

*All measurements are approximate



**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

REGISTERED FLAME RESISTANT PRODUCT

Product:

HEXAGON, STARSHADE, STARSTAGE AND MAJESTIC

Registration No.

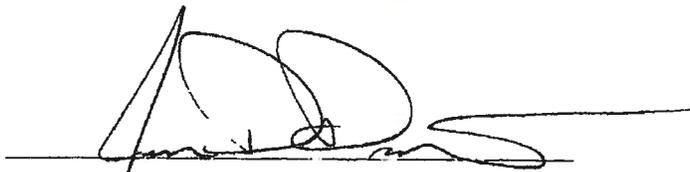
F-42901

Product Marketed By:

**K D KANOPY INC.
3755 W 69TH PLACE
WESTMINSTER, CO 80030**

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.



Deputy State Fire Marshal

Expire: 6/30/2012



DRAFT

May 27, 2012

✓
A-6F

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000
Fax 630-469-8849

Finance
630-547-5235
Fax 630-469-1757

Planning and Development
630-547-5250
Fax 630-547-5370

Police
630-469-1187
Fax 630-469-1861

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

The Village Links and Recreation
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

www.glenellyn.org
www.villagelinksgolf.com

Carol White, Executive Director
Alliance of Downtown Glen Ellyn
286 N. Park Boulevard
Glen Ellyn, IL 60137

RE: 2012 Couples Night Out (Shops and Hops)

Dear Ms. White:

This letter is to confirm action taken at the Village Board Meeting on Monday, March 26, 2012 regarding the Couples Night Out event scheduled to occur on Friday, April 27, 2012. The Village Board formally approved the Alliance's requests and provides for the following:

1. Approval for the event to occur on Friday, April 27, 2012 from 6:00 p.m. to 9:00 p.m. in the Central Business District. Please provide the Police Chief, 630-469-1187, with a list of participating retailers and contact information by Tuesday, April 10, 2012.
2. Provision of food will be allowed at participating retailers between 6:00 p.m. and 9:00 p.m. on Friday, April 27, 2012 only after approval by the DuPage County Health Department. Please provide the Planning and Development Department a copy of any approval from the Health Department at least one week in advance of the event.
3. Since beer and/or wine will be sold, the Alliance of Downtown Glen Ellyn must apply for a Class E Liquor License by contacting Administrative Services Coordinator Patti Underhill. The policy shall list the Village of Glen Ellyn as owner of the property and provide coverage at a minimum of \$500,000 per person or occurrence. The Class E Liquor License Application is also available online at www.glenellyn.org and is due no later than Tuesday, April 10, 2012. In addition to the \$20 application fee for the Class E Liquor License, the Alliance of Downtown Glen Ellyn must provide dramshop (liquor liability) insurance.
4. Sales of beer and/or wine will be allowed within participating retailers in the Central Business District only after approval and issuance of a liquor license by the Liquor Commissioner. Specific details of security, and the dispensing of beer and/or wine must be coordinated with and approved by the Police Chief (or his designee) prior to receipt of a Class E Liquor License. The sale of liquor is specifically approved to occur between the hours of 6:00 p.m. and 9:00 p.m. on Friday, April 27, 2012. Please remind all businesses participating in the event that all alcoholic beverages **must** remain within each participating retailer's building.

5. It is necessary to obtain a Special Event Liquor License from the Illinois Liquor Control Commission prior to the event. Please visit their website at www.state.il.us/lcc/ for more information. Please provide proof of receipt of this License to Patti Underhill.
6. The Alliance must monitor and be responsible for disposal of garbage and recycling in the Village street containers.
7. Participating retailers will be required to send all individuals involved with the service of alcoholic beverages to attend Beverage Alcohol Sellers and Servers Education and Training (BASSET). Please contact the Police Department at 630-469-1187 to coordinate the details of this requirement.
8. Section 10-5-14 of the Zoning Code has been waived for the length of the event on Friday, April 27, 2012 in order to permit entertainment in the form of live musicians in the Central Business District either inside the stores or on the public sidewalks.
9. The Alliance of Downtown Glen Ellyn is reminded that if balloons or other attention-getting devices are utilized to direct guests to participating retailers, it must be in accordance with Section 4-5-8(B) of the Sign Code.
10. Evidence of insurance for the Alliance of Downtown Glen Ellyn in the amount of \$2 million listing the Village as additionally insured must be presented to Assistant to the Village Manager-HR Danamarie Izzo by Tuesday, April 10, 2012.

Copies of your letter, together with this reply, are being furnished to appropriate staff members so that necessary arrangements can be made to carry out the requests of your organization. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Julius Hansen, Public Works Director
Bill Holmer, Deputy Police Chief
Dave Buckley, Assistant Public Works Director
Danamarie Izzo, Assistant to the Village Manager – HR
Patti Underhill, Administrative Services Coordinator

Village of Glen Ellyn
c/o Kristen Schrader
535 Duane Street
Glen Ellyn, IL 60137

Dear Village of Glen Ellyn,

On behalf of the Alliance of Downtown Glen Ellyn, I would like to request permission to hold Shops and Hops (Couples Night Out), Friday, April 27th 6-9pm in downtown Glen Ellyn. The details of the event are as follows:

- Friday, April 27
- Event will run 6:00pm-9:00pm
- All participating stores are open to the public however only guests that have registered, paid, and of age may have an alcoholic beverage.
- Each store will offer alcoholic beverage and appetizers.
- All guests with wristbands will be allowed a maximum 3 drinks. The number 1, 2, 3 will be written on their wristband and after the 3 appears on the wristband a coupon redirecting the participant to Tap House Grill will be given out and all alcohol distribution to the person will cease. Other non alcoholic beverages will be provided at each shop as well.
- All stores/salons will send at least 1 person to Bassett training before the event. This person would be in charge of serving the alcohol at each shop. Or a bartender with that license will be hired.
- Some live music will be playing in a few locations or on street if weather permits.

We are asking for permission to do this event, as well as, any appropriate license(s) that would be required. We will pay the \$20, get the state required licenses and insurance.

We would be happy to answer any further questions the village may have. Please contact Carol White, Executive Director. 773 255 4087, downtown.alliance@yahoo.com.

Thank you for your support.

Carol White

C: Staci Hulseberg, Director of Village Planning



2/

DRAFT

A-6G

March 27, 2012

Carol White, Executive Director
Alliance of Downtown Glen Ellyn
286 N. Park Boulevard
Glen Ellyn, IL 60137

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000
Fax 630-469-8849

Finance
630-547-5235
Fax 630-469-1757

Planning and Development
630-547-5250
Fax 630-547-5370

Police
630-469-1187
Fax 630-469-1861

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

The Village Links and Recreation
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

RE: Wedding Walk Event

Dear Ms. White:

This letter is to confirm action taken at the Village Board Meeting on Monday, March 26, 2012 regarding the Wedding Walk event scheduled to occur in the Central Business District on Sunday, April 15, 2012 as described in the Alliance's request letter. The Village Board waived Section 8-1-11 (Street Obstructions) and 8-1-12 (Merchandise on Streets) of the Glen Ellyn Village Code, and Sections 10-4-17.1(B)32 and 10-4-17.2(B)25 (Outdoor Merchandise, Storage, Promotional Activities or Tents) of the Glen Ellyn Zoning Code, and approved your requests as follows:

1. Approval for the event to occur on Sunday, April 15, 2012 between the hours of 12:00 p.m. and 4:00 p.m. at various locations in the Central Business District. Please confirm with the Police Department the exact locations by Monday, April 9, 2011 (630-469-1187).
2. Chapter 3-23 of the Village Code concerning peddlers has been waived for the event. The provision allows existing merchants in the Village to display merchandise on the sidewalks during the Wedding Walk event, 12:00 p.m. to 4:00 p.m. However, merchants in the Village may only use sidewalks for this purpose. A minimum five-foot wide pathway of sidewalk area must remain free and clear for accessibility purposes.
3. Section 10-5-14 of the Zoning Code has been waived for the length of the event on Sunday, April 15, 2012 in order to permit entertainment in the form of live musicians in the Central Business District either inside the stores or on the public sidewalks.
4. The Alliance is reminded that if balloons, signs or other attention-getting devices are utilized to direct guests to participating retailers, it must be in accordance with the Sign Code. Contact the Planning and Development Department at 630-547-5250 for any questions about signage and balloon regulations.
5. The Alliance must monitor and be responsible for disposal of garbage and recycling in the Village street containers.

6. The Alliance must submit a site plan to the Police Chief or his representative that indicates the number of limos, where they will be parked, the parking duration as well as the total number of public on-street spaces that will be used. In addition, the site plan should indicate the route and hours of the trolley.
7. Outdoor store decorations should not encroach into the public sidewalk in a manner that reduces the passing width to less than 5 feet.
8. Evidence of insurance for the Alliance in the amount of \$2 million listing the Village as additionally insured must be presented to Danamarie Izzo, Assistant to the Village Manager - HR, no later than Tuesday, April 10, 2012.
9. The only entities allowed to participate in this event are those businesses or organizations that are licensed, registered, or otherwise legitimately conduct their business or activity from within the boundaries of the Village of Glen Ellyn. Businesses or organizations that do not satisfy these requirements will not be permitted to participate as vendors in the Wedding Walk event and shall be deemed not to be exempted from the aforementioned Code waivers and shall be deemed to be engaging in peddling without the proper license.

Copies of your letter, together with this reply, are being furnished to appropriate team members so that necessary arrangements can be made to carry out the requests of your organization. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Julius Hansen, Public Works Director
Bill Holmer, Deputy Police Chief
Dave Buckley, Assistant Public Works Director
Danamarie Izzo, Assistant to the Village Manager - HR
Patti Underhill, Administrative Services Coordinator

Village of Glen Ellyn
c/o Kristen Schrader
535 Duane Street
Glen Ellyn, IL 60137

Dear Village of Glen Ellyn,

On behalf of the Alliance of Downtown Glen Ellyn, I would like to request permission to waive Sidewalk code during Wedding Walk, Sunday, April 15th from 12-4pm.

Wedding Walk is a new event for the Alliance. We will have luxury transportation vehicles parked around town and a trolley waiting at the train to show off the style at one's event. We will have stores decorated as churches, music on the sidewalk and other wedding type decorations around town. We would like to waive the sidewalk code during the time of this event and we will be sure to remove all after the event has ended.

We would be happy to answer any further questions the village may have. Please contact Carol White, Executive Director. 773 255 4087, downtown.alliance@yahoo.com.

Thank you for your support.

Carol White

C: Staci Hulseberg, Director of Village Planning



DRAFT

A-6H

March 27, 2012

Jane Rio, Interim Executive Director
Glen Ellyn Historical Society
800 N. Main Street
Glen Ellyn, IL 60137

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

RE: 2012 Antiques on the Green

Administration
630-469-5000
Fax 630-469-8849

Dear Ms. Rio:

Finance
630-547-5235
Fax 630-469-1757

This letter is to confirm action taken at the Village Board Meeting on Monday, March 26, 2012, regarding the Glen Ellyn Historical Society's 2012 Antiques on the Green event, scheduled for Saturday, May 26, 2012, as described in the Historical Society's letter of February 29, 2012. The Village Board approved your requests and also temporarily waived Section 10-4-14(B)17 for the C2 Commercial District and 10-5-5(B)4-35 for the R2 Residential District of the Code concerning a special use for outdoor sales, storage, tents, promotional activities and events. Additionally waived was Section 10-5-13-N requiring all business, merchandise, and display to be conducted entirely within an enclosed building and Section 4-5-7 which prohibits attention-getting devices.

Planning and Development
630-547-5250
Fax 630-547-5370

The formal approval by the Village Board also provides for the following:

Police
630-469-1187
Fax 630-469-1861

1. Approval for the event to occur on Saturday, May 26, 2012 from 10:00 a.m. to 4:00 p.m., with set-up time beginning at 7:00 a.m. and tear-down ending at 5:00 p.m. at Stacy's Tavern Museum and History Center.
2. Sales of non-alcoholic drinks and food will be allowed at Stacy's Tavern Museum and History Center between 10:00 a.m. and 4:00 p.m. on Saturday, May 26, 2012 only after approval by the DuPage County Health Department.
3. Extra refuse/recycling receptacles will be placed by the Public Works Department at Stacy's Tavern Museum and History Center. The Historical Society should designate the containers as either for refuse or recycling, plastic bags provided by the Historical Society should be used to line the containers and they should be emptied by the Society as necessary throughout the event. The Historical Society should contact Allied Waste directly at 630-469-1036 to make arrangements for a refuse/recycling pickup following the event. All additionally placed trash/recycling receptacles must be turned upside down once the event has ended so that the containers are not used prior to pickup by the Public Works Department.

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

The Village Links and Recreation
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

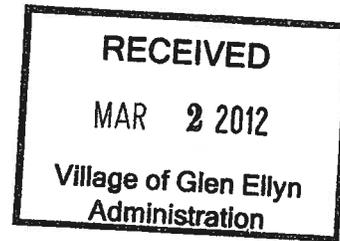
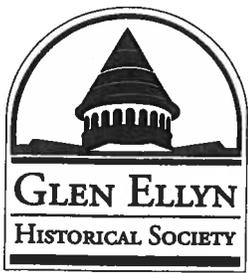
4. The use of free-standing tents will be allowed under the following conditions: they are a minimum of 10 feet from any building, have protective covers on tent anchors, have no cooking equipment within them, comply with all applicable building regulations and are inspected by the Planning and Development Department Building Inspector prior to the event. Please contact the Planning and Development Department at 630-547-5250 to arrange for an inspection prior to the event. The cost for the inspection will be \$50.
5. A list of contact names and cell phone numbers of those responsible for the event must be provided as well as a map of the grounds indicating the location of the following: food/drink sale, restroom facilities (location and number), parking, and any other facilities associated with the event.
6. Please submit a complete banner permit application, along with the \$30 processing fee to the Planning and Development Department, no later than Monday, May 14, 2012 to ensure that a permit is issued prior to the Antiques on the Green event.
7. The Historical Society must provide a sufficient number of portable toilets for the attendance of the event during the entire length of the event, in addition to handwashing stations.
8. Please work with the Police Chief or his designee regarding any traffic or parking concerns.
9. Evidence of insurance from the Glen Ellyn Historical Society in the amount of \$2 million listing the Village as additionally insured must be presented to Assistant to the Village Manager – HR Danamarie Izzo by Tuesday, May 15, 2012.

Copies of your letter, together with this reply, are being furnished to appropriate staff members so that necessary arrangements can be made to carry out the requests of your organization. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Julius Hansen, Public Works Director
Bill Holmer, Deputy Police Chief
Dave Buckley, Assistant Public Works Director
Danamarie Izzo, Assistant to the Village Manager – HR
Patti Underhill, Administrative Services Coordinator



February 29, 2012

Mr. Mark Franz
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Dear Mr. Franz:

The Glen Ellyn Historical Society is planning "Antiques on the Green" for Saturday, May 26, 2012.

The proceeds from this exciting new fund raising event will supplement the Society's operating budget as well bring new visitors to our community and provide an opportunity for local residents to enjoy a day in Glen Ellyn. The promotion of Antiques on the Green will reach well beyond the Chicagoland area as well as local media.

Lee and Judy Marks, well respected show organizers and long-time residents, are heading up the planning, and giving their time and expertise to assure this will be a very successful event that could become an annual happening.

I hope the attached page provides the information the Village needs to help us assure this will be a safe and successful first annual Antiques on the Green.

Sincerely yours,

Jane Rio
Interim Executive Director

ANTIQUES ON THE GREEN

Saturday, May 26, 2012

General Description:

Dealers from the area will pay for a space on the grounds of Stacy's Tavern Museum and the (Carey) property immediately to the west from which they will sell their antiques. A limited number of booths will also be available inside the History Center and the booth prices will vary according to size, ranging from \$140 to \$175. The public, 13 years and older, will be charged \$5 admission to come on the grounds and make purchases.

Specifics:

- Plastic fence will be used to surround the "show" area. A map of the area will be provided once vendor registration is completed.
- Parking will be available in the History Center parking lot, and on the local side streets. District 41 has approved the use of their lots at the Administration Center and Forest Glen School for our vendors and volunteers.
- Some vendors, including GEHS, will have 10x10 tents. It is our hope an inspection fee will not be charged.
- Two port-a-potties will be placed on the property in addition to the facilities available in the History Center and the Museum.
- A \$2 million dollar certificate of insurance naming the Village of Glen Ellyn as additional insured will be secured. A copy will be forwarded to the Village Administrator's office.
- Glen Ellyn Boy Scouts will provide set up, take down and moving assistance.
- GEHS will have a bake sale during the Sale. All standard food safety procedures will be observed.
- Food for purchase will be available from Papa Saverio Pizzeria. They are located directly across the street and will set up a food tent on the "Green". The owner will be asked to provide the proper documentation from the Health Department. The menu has not yet been finalized.
- Chief Norton will be consulted on the extent he feels the Police Department will need to be involved.
- Local restaurants will be given the opportunity to provide discount coupons for their establishments. This will encourage attendees and vendors to visit downtown and Roosevelt Road Glen Ellyn.
- GEHS volunteers and the Reliquarians will provide the necessary assistance before, during and after the sale.
- Stacy's Tavern Museum will be available for tours throughout the day.
- We request the Village provide additional waste receptacles as they do each year for Tavern Day. Be assured they will be properly lined with garbage bags and turned upside after the event, keeping them clean prior to pickup.
- Additional waste pick up will be addressed by contacting Allied Waste at 630-469-1036.
- We will provide a list of event contact names with cell phone numbers prior to May 26.
- We will apply for the appropriate banner permit prior to the event. Again we asked that the fee for such a permit be waived.
- We request the Village assist in the promotion of this fund raising event through the Village website, newsletter, and Main Street signboard. We will be happy to supply the necessary information.

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning & Development Director *SH*
Michele Stegall, Village Planner *MJS*

DATE: March 16, 2012

FOR: March 26, 2012 Village Board Meeting

RE: 526 N. Main Street, Career Vision – Exterior Appearance



Background. The Ball Foundation, owner of property located at 526 N. Main Street, is requesting exterior appearance approval for the proposed renovation of the south façade of the existing building on the site. The subject property located at the southwest corner of Anthony Street and Main Street in the C5B Central Business District, Central Service Sub-district.

The proposed renovations are being made to accommodate a new tenant, Career Vision, and include the addition of 6 new windows on the previously blank south building elevation. The windows would be the same size and style as the existing windows on the north elevation. Black shutters would be located on both sides of the windows and soldier course brick would be located above and below the windows in the same manner as on the north building elevation.

Issues. A building permit was mistakenly issued for the project prior to an exterior appearance approval and the proposed work is almost complete as shown in the attached picture. Once realized, the petitioner promptly followed-up and submitted the attached exterior appearance application.

Recommendation. The Architectural Review Commission reviewed the request at a public meeting on March 14, 2012. By a vote of 5-0, the Architectural Review Commission recommended approval of the request with the conditions identified below. One Commissioner recused himself in this matter.

1. The project shall be constructed in substantial conformance with the plans and testimony presented at the March 14, 2012 Architectural Review Commission meeting.
2. Black shutters shall be installed on the sides of the windows on the south building elevation in the same manner as the existing shutters on the north building elevation and as indicated in the petitioner's application packet.
3. The petitioner is strongly encouraged to install foundation plantings along the southern building wall.

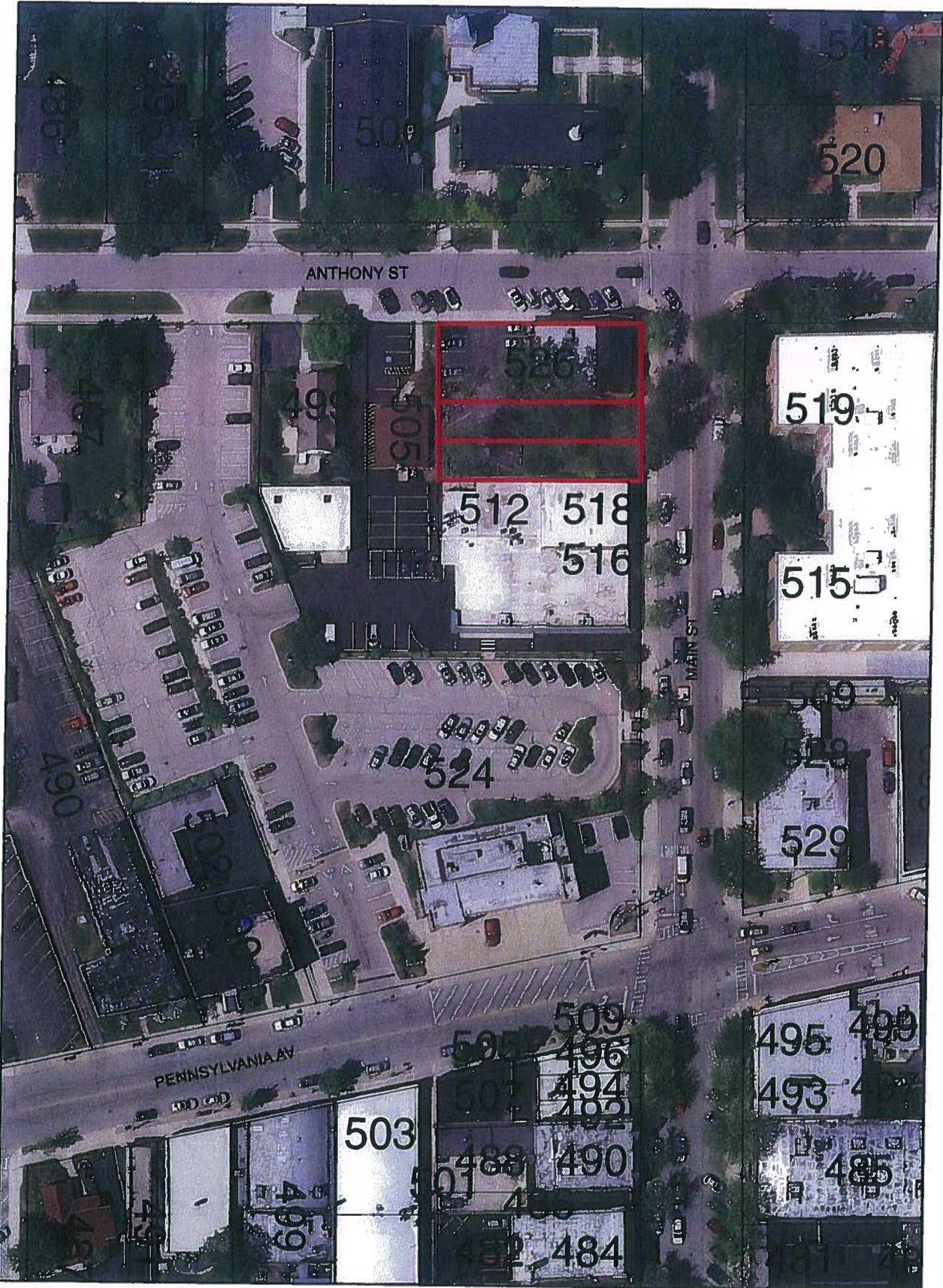
Action Requested. The Village Board may approve, approve with conditions or deny the petitioner's request for exterior appearance approval. In accordance with the recommendation of the Architectural Review Commission, an Ordinance approving the request has been prepared for consideration at the March 26, 2012 Village Board meeting.

Attachments.

- Aerial Photo
- Picture of Building
- ARC Minutes dated March 14, 2012
- Ordinance
- Petitioner's Application Packet

Cc: Peg Hendershot, Career Vision
Robert Van Het Hof, Ware Malcomb Architects

Career Vision
526 N. Main Street



Prepared By: Planning and Development
Date: March 6, 2012
2009 Aerial

0 50 100 200 Feet





Pictures Taken 3/8/2012

Four different dates and had several verbal conversations as follow up requesting the petitioner take action to comply with the condition. He stated the Village staff met with the petitioner to discuss the non-conformance and the petitioner decided to submit an application for revised exterior appearance approval in an attempt to have this condition removed.

Architect Douglas Lasch with Jaeger, Nickola & Associates, Ltd. apologized for appearing before the ARC again and stated the correct mullions were on the construction drawings; however, the contractor had gone back to a previous drawing and did not install the mullions. He stated the petitioner is satisfied with how the church looks and the verticality is still there, but the church does not have funds to pay for additional mullions at this point.

The ARC discussed the missing mullions and agreed it is a minor adjustment.

Commissioner Albrecht made a motion to approve the Revised Exterior Appearance of 493 Forest Avenue. The motion was seconded by Commissioner Thompson and carried unanimously by a vote of 5-0. Commissioner Wilson recused himself from this application due to a personal relationship with a member on the building committee for the Church.

4. 526 N. Main Street, Career Vision – Exterior Appearance

Village Planner Stegall stated the petitioner, the Ball Foundation, is requesting Exterior Appearance approval for renovations in progress to the south façade of the existing building at 526 N. Main Street. She stated the property is located on the west side of Main Street between Anthony Street and Pennsylvania Avenue in the C5B Central Business District, Central Service Sub-district. She stated the proposed changes include the addition of six new windows and black shutters on the south elevation of the building. She stated the project is close to completion as the Planning Department accidentally issued a building permit without the petitioner going through an Exterior Appearance review. She stated once the Planning Department contacted the applicant, the applicant promptly submitted materials for the ARC's review.

Chairman Burdett asked if this was an administrative oversight to which Planner Stegall stated there was confusion in the Planning Department as the petitioner was originally planning to construct a parking lot which requires Exterior Appearance review. She stated the petitioner decided not to go forward with the parking lot; and "Exterior Appearance Review Required" was subsequently crossed off on the file. She stated there was no administrative waiver given and there was no fault on the petitioner's part.

Architect Robert Van Het Hof with Ware Malcomb Associates stated the windows were on the original construction documents; however the black shutters were not. He stated the south façade's windows were made to mimic the north façade's windows and showed a picture of the building's north façade. He stated the north façade's windows were measured and then mimicked exactly on the south façade and the windows improve the blank wall on the south façade. He apologized for not appearing at the ARC before now and stated they promptly produced all documentation when asked. Commissioner Albrecht asked about soldier coursing around the windows to which Architect Van Het Hof stated it is there, but it is hard to see in the pictures.

Chairman Burdett asked if the ARC could consider landscaping to which Planner Stegall stated landscaping is in the ARC's purview to consider.

The ARC discussed these additional windows, proposed shutters and possible landscaping and agreed the addition of the windows is appreciated, the shutters will be a nice detail and foundation planting, according to the Village's guidelines, would be good to add. The petitioner stated the entire lot will be landscaped.

Commissioner Thompson made a motion to recommend approval of the Exterior Appearance of 526 N. Main Street with the addition of the proposed shutters. Chairman Burdett stated he wanted to a condition encouraging the petitioner to install foundation plantings along the southern building wall and the other Commissioners generally concurred with this suggestion. The updated motion was seconded by Commissioner Albrecht and carried unanimously by a vote of 5-0. Commissioner Wilson recused himself in this matter as he is doing work for the applicant on the interior of the building.

~~5. **Public Hearing – 650 Roosevelt Road, Pickwick Shopping Center – Exterior Appearance and Sign Variations.**~~

~~Commissioner Dickie made a motion to open a Public Hearing on 650 Roosevelt Road at 7:55 p.m. The motion was seconded by Commissioner Draths and carried unanimously by a vote of 6-0.~~

~~Planner Stegall was sworn in and then gave background on this project as petitioner Madison Corporate Group has requested Exterior Appearance and Sign Variation approvals for the proposed renovation of that portion of the Pickwick Place shopping center, located at 650 Roosevelt Road. The property is located on the north side of Roosevelt Road between Park Boulevard and Nicoll Avenue in the C3 Service Commercial zoning district. She stated some of the changes would be to convert the two-story portion of the building to a one-story building, raise ceiling heights, increase the depths of some of the tenant spaces and add a window to the south elevation. These changes should make the building more attractive to potential tenants and allow the petitioner to attract higher quality tenants. Four sign variations are being requested as part of the project and she reviewed these variations with the Commission. Planner Stegall noted that the Staff Report explains that staff does not believe that the proposed signage and awnings comply with the Village's Appearance Review Guidelines.~~

~~Architect David Kennedy with PPK Architects was sworn in and stated the petitioner is excited about the proposed improvements. He stated the building was constructed in 1963 and was used by office tenants. He stated the proposed project is to make the building more marketable to new tenants, possibly retail tenants or restaurant tenants. He stated that since the building is located in a floodplain, per FEMA regulations, the petitioner needs to keep the total costs of the shell improvements to 50% of the assessed valuation of the building. Therefore, the petitioner is being pragmatic with what they are proposing.~~

~~Architect Kennedy showed pictures of the current building and parking lot and pictures of what the renovated building would look like. He stated the shrubbery around the edge of the parking~~

Village Of Glen Ellyn

Ordinance No. _____

**An Ordinance Granting Exterior Appearance Approval
for Career Vision to be located at 526 N. Main Street
Glen Ellyn, IL**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This ____ Day of _____, 20 ____.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this ____
day of _____, 20 ____.

Ordinance No. _____

**An Ordinance Granting Exterior Appearance Approval
for Career Vision to be located at 526 N. Main Street
Glen Ellyn, IL**

Whereas, the Ball Foundation, owner of property located at 526 N. Main Street, has petitioned the Village President and Board of Trustees for Exterior Appearance approval in accordance with the Appearance Review Guidelines, Ordinance 5508, to allow exterior modifications to the south elevation of the existing building on the property; and

Whereas, the subject site is located at the southwest corner of Anthony Street and Main Street in the C5B Central Business District, Central Service Sub-district; and

Whereas, at the March 14, 2012 public meeting of the Architectural Review Commission, the petitioner presented evidence, testimony, and exhibits relative to the request for Exterior Appearance approval and no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the March 14, 2012 Architectural Review Commission public meeting, by a vote of five (5) "yes" and zero (0) "no", the Architectural Review Commission recommended approval of the proposed Exterior Appearance as set forth in the minutes of the Architectural Review Commission, a draft of which is attached hereto as Exhibit "A"; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the March 14, 2012 public meeting of the Architectural Review Commission and have considered the recommendation of the Architectural Review Commission; and

Whereas, the President and Board of Trustees have determined that approving the Exterior

Appearance of the project is consistent with the objectives of the Glen Ellyn Appearance Review Guidelines, Ordinance 5508.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: Based upon a review of the evidence, testimony, and exhibits presented at the March 14, 2012 Architectural Review Commission meeting, the Village President and Board of Trustees hereby grant Exterior Appearance approval as requested to allow the proposed modifications to the south elevation of 526 N. Main Street subject to the following conditions:

- A. The project is constructed in substantial conformance with the testimony presented at the March 14, 2012 Architectural Review Commission meeting, including the following plans and documents in the petitioner's application packet stamped received March 2, 2012, as though they were attached to this Ordinance:
1. Exterior Appearance Application dated February 20, 2012
 2. Narrative Statement/Use Description dated March 1, 2012
 3. Proposed South Building Elevation dated March 1, 2012
 4. Rendering of Proposed South Building Elevation dated March 1, 2012

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Planning and Development Department.

- B. Black shutters shall be installed on the sides of the windows on the south building elevation in the same manner as the existing shutters on the north building elevation and as indicated in the petitioner's application packet.
- C. The petitioner is strongly encouraged to install foundation plantings along the southern building wall.

Section Two: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Exterior Appearance approved herein provided that

all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of Exterior Appearance approval shall expire and become null and void within 24 months of the date of this Ordinance unless the requisite permits are applied for within said time period provided, however, that the Village Board, by motion, may extend the period during which a building permit must be applied for. Further, the Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return to the Architectural Review Commission for further review.

Section Three: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Four: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18 (A) and (B) of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____.)

X:\PlanDev\PLANNING\DEVELOPMENT PROJECTS\Main\Main 526\Ordinance.doc



VILLAGE OF GLEN ELLYN

Exterior Appearance Review Application Packet

*Planning & Development Department
535 Duane Street – Glen Ellyn, IL 60137 – Telephone 630.547.5250 – Fax 630.547.5370*

**EXTERIOR APPEARANCE REVIEW
APPLICATION**

Please complete and return this form to the Planning and Development Department, 535 Duane St.,
Glen Ellyn, IL 60137. If you have questions, please phone: 630.547.5250

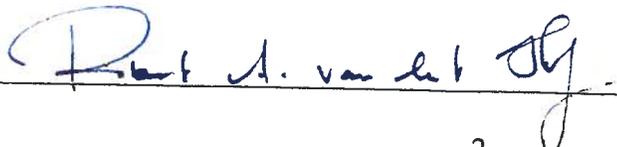
I. APPLICATION INFORMATION:

- A. Date Filed: 2.20.2012 B. Application No. _____
- C. Project Name: CAREER VISION
- D. Project Description: INTERIOR RENOVATION FOR NEW TENANT,
PARKING LOT IMPROVEMENTS, NEW WINDOWS IN SOUTH FAÇADE
- E. Address of Property: 526 N. MAIN STREET, GLEN ELLYN, ILLINOIS
- F. Permanent Index No.: 05-11-310-030 G. Zoning: CSB-CBD SERVICE
05-11-310-031
- H. Name of Applicant: WARE MALCOMB ARCHITECTS / ROBERT VAN HET HOF
- I. Address of Applicant: 1900 SPRING ROAD SUITE 210, OAK BROOK IL
- J. Phone No. (Business): (630) 218-0063 (Home) N.A.
- K. Fax No. (Business): (630) 218-0064 (Home) N.A.
- L. E-mail Address of Applicant: RVANHETHOF@WAREMALCOMB.COM
- M. Name of Property Owner: CAREER VISION / BALL FOUNDATION / PEG HENDERSON
- N. Address of Property Owner: 800 E ROOSEVELT ROAD, SUITE 200, GLEN ELLYN
- O. Phone No. (Business): (630) 469-6270 (Home) N.A.
- P. E-Mail Address of Property Owner: PEGH@CAREERVISION.ORG

II. CONFORMANCE WITH APPEARANCE REVIEW GUIDELINES:

(You may attach separate sheets as needed to answer any of the following questions)

- Q. Please explain why the proposed architectural style was chosen. WINDOWS/STYLES WERE
CHOSEN TO CONFORM TO THE BUILDING'S AND SURROUNDING
ARCHITECTURE'S CURRENT STYLE
- R. Provide information about the architectural style and exterior materials of the buildings in the
surrounding area: MOST ARE EXTERIOR BRICK AND HAVE A COLONIAL OR
NEO-COLONIAL STYLE. MOST FENESTRATION IS DOUBLE-HUNG WITH
GRILLE PATTERNS AND SHUTTERS (SOME)
- S. Please explain how the project complies with the Appearance Review Guidelines: THE PROJECT'S WINDOWS
AIM TO MIMIC THE SURROUNDING ARCHITECTURE IN BOTH STYLE AND SCALE
- T. Please explain why any deviations from the Appearance Review Guidelines are proposed: NONE ARE PROPOSED.

Signature:  Date: 2.20.2012

March 1, 2012

Architectural Review Board
VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, IL 60137

RE: GLEN ELLYN ARCHITECTURAL REVIEW

To Whomever It May Concern,

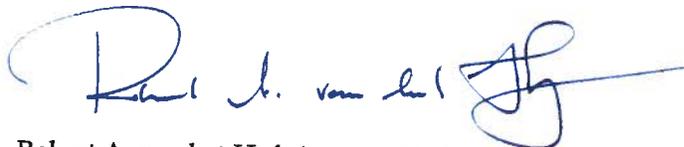
Please consider the enclosed application and documents for architectural review by the Glen Ellyn Architectural Review Commission and Village Board. Enclosed are the following:

- Narrative Statement / Use Description
- Proof of Ownership
- Disclosure of Interest
- Affidavit of Authorization
- Reimbursement of Fees Agreement
- Legal Description and Boundary & Topographic Survey
- Proposed Building Elevation Drawing (of South Elevation)
- Altered Photograph of Proposed Building Elevation
- Pictures of Building (all sides)
- Picture of South Elevation Prior to Construction
- Drawing of South Elevation Prior to Construction

We trust this will meet the support requirements for this application. Should any addition information be required, please do not hesitate to contact our office.

Sincerely,

WARE MALCOMB



Robert A. van het Hof, Assoc. AIA, LEED AP BD+C
Project Manager

1900 spring road
suite 210
oak brook, illinois
60523

☎ 630.218.0063

📠 630.218.0064

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across north america

waremalcomb.com

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Leading Design for Commercial Real Estate

architecture
planning
interiors
graphics
civil engineering

March 1, 2012

Architectural Review Board
VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, IL 60137

RE: NARRATIVE STATEMENT / USE DESCRIPTION

To Whomever It May Concern,

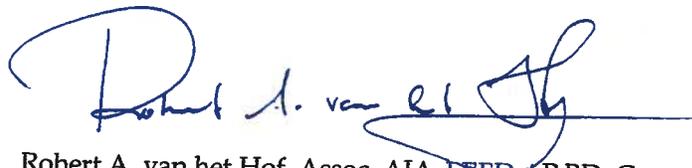
As per Career Vision's own descriptions, the use of the building will be as follows:

The new owner and tenant of the building at 526 N. Main Street will be Career Vision. Career Vision is an aptitude research and consulting company with visiting clientele on a regular basis. Activities are general office and computer-based activities. Plan areas include reception, open office, meeting rooms, private offices, and a classroom-style testing room with computer stations. Primary use is office and research activities, secondary use is consulting and meeting with clients or preparing literature, publications and mailings.

Career Vision plans to have seven (7) employees occupy the building on a regular basis. Visiting clients are estimated at four (4) and generally should not exceed ten (10) on any given day.

Sincerely,

WARE MALCOMB



Robert A. van het Hof, Assoc. AIA, LEED AP BD+C
Project Manager

1900 spring road
suite 210
oak brook, illinois
60523
☎ 630.218.0063
📠 630.218.0064

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March 1, 2012

Architectural Review Board
VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, IL 60137

RE: SITE LEGAL DESCRIPTION

To Whomever It May Concern,

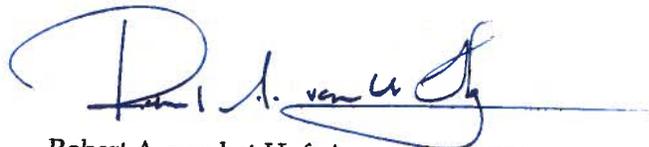
As part of the application packet for Exterior Appearance Review, following is the legal description, prepared by Jacob & Hefner Associates, of the site in question at 526 N. Main Street:

LOTS 1, 2, 3, AND 4 IN KEIM - ELBRECHT SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 100.0 FEET IN WIDTH, MEASURED FROM THE SOUTH LINE OF ANTHONY STREET, OF LOT 1 IN BLOCK 17 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID KEIM - ELBRECHT SUBDIVISION RECORDED JANUARY 10, 1966 AS DOCUMENT NUMBER R66-966, ALL IN DUPAGE COUNTY, ILLINOIS.

Please also find the Boundary and Topographical Survey prepared by our civil engineer, Jacob & Hefner Associates, Inc.

Sincerely,

WARE MALCOMB



Robert A. van het Hof, Assoc. AIA, LEED AP BD+C
Project Manager

1900 spring road
suite 210
oak brook. illinois
60523
p 630.218.0063
f 630.218.0064

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across north america

waremalcomb.com

2011304/201130614 ybbent
10/11

WARRANTY DEED
Illinois Statutory



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
SEP. 13, 2011 RHSP 11:05 AM
DEED 05-11-310-030
003 PAGES R2011-107561

MAIL TO:

John Silk
Rothschild Barry & Myers LLP
55 W. Monroe Street, Ste. 3900
Chicago, IL 60603-5017

grantee address
NAME & ADDRESS OF TAXPAYER:

Ball Foundation, an Illinois not for profit corporation
526 N. Main Street
Glen Ellyn, IL 60137

THE GRANTOR, RJL Corporation, an Illinois corporation, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid and other good and valuable consideration, CONVEYS AND WARRANTS to Ball Foundation, an Illinois not for profit corporation, the following Real Estate situated in the County of DuPage, in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED.

Permanent Real Estate Index Numbers: 05-11-310-030, 05-11-310-031 and 05-11-310-032
Property Address: 526 N. Main Street, Glen Ellyn, Illinois 60137

Subject to: (a) general real estate taxes not due and payable at time of closing; (b) covenants; conditions and restrictions of record; (c) Glen Ellyn Ordinance #989, dated July 23, 1948 and recorded August 24, 1948 as Document 552633 for sewer and water rates; (d) Grant dated June 24, 1966 and recorded June 28, 1966 as Document R66-24616, for the use and benefit of Lots 3 and 4 in the Keim Elbrecht subdivision, together with such provisions as therein contained; (e) Grant dated June 24, 1966 and recorded June 28, 1966 as Document R66-24617 for the use and benefit of Lots 3 and 4 in the Keim Elbrecht subdivision, together with such provisions as therein contained; (f) Utility easement of 10 feet along the west line of the land, as shown on the Plat and contained in the certificate appended to the plat of Keim-Elbrecht subdivision, aforesaid; and (g) Village of Glen Ellyn special service area No. 6 as disclosed by ordinance recorded as Document R96-207128 and re-recorded as Document R97-014858, and related ordinances recorded as Document R96-207173, R1999-186944, R1999-261538, R2000-021154 and R2009-193864, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.

CHARGE C.T.I.C. DUPAGE

In Witness Whereof, said Grantor has caused its name to be executed on this 9th day of September, 2011.

RJL Corporation, an Illinois corporation

By: Christie L. Savage
Christie L. Savage, President

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Christie L. Savage, RJL Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of September, 2011.

Commission expires _____, _____.

[Signature]
Notary Public

This instrument prepared by Scott E. Pointner, Rathje & Woodward, LLC. 300 E. Roosevelt Road, Suite #300, Wheaton, Illinois 60187.

"OFFICIAL SEAL"
SCOTT POINTNER
Notary Public, State of Illinois
My Commission Expires 11/01/2011

Exempt under provisions of Paragraph B
Section 31-45. Property Tax Code.
9/9/11 [Signature]
Date Buyer Seller, Representative

Village of Glen Ellyn
Real Estate Transfer Tax
014779
Sale \$ _____
Tax \$ _____
Date 9/8/11 Initials DS

OWNERSHIP BY A CORPORATION

Date: 3.1.12

Address: 526 N. Main Street, Glen Ellyn, IL 60137

Legal Description: Please see attached

LIST ALL SHAREHOLDERS AND OFFICERS/DIRECTORS (AND % OF INTEREST OWNED IN EXCESS OF 5% OF STOCK), The Ball Foundation is a not for profit and has no shareholders

Name: James Pearson Address: 15.773 Nelson Lake Rd, Batavia, IL 60510 % N/A

Name: Anna C. Ball Address: 708 Crescent Blvd, Glen Ellyn, IL 60137 % N/A

Name: Peggy Hendershot Address: 429 Meadow Lombers, IL 60148 % N/A

Name: Robert Hill Address: 443 Red Sky Dr. St. Charles, IL 60174 % N/A

Name: Nick Kaskovich Address: 1447 Buena Vista Dr. Wheaton, IL 60187 % N/A

Name: _____ Address: _____ % _____

AFFIDAVIT OF AUTHORIZATION

I, Peggy Henderson, Vice President of The Ball Foundation, owner of the property described as

please see attached

verify that Ware Malcomb agent is duly authorized to apply and represent my interests before the Glen Ellyn Architectural Review Commission, Plan Commission, Village Board and/or Zoning Board of Appeals. Owner acknowledges that any notice given applicant is actual notice to owner.

[Signature]
10-16-13
NOTARY

Ball Foundation
OWNER
By [Signature]
Vice President, Ball Foundation



REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: # _____
Initial Deposit Amount: _____

I. DESCRIPTION OF PROJECT: Interior renovation for new tenant, parking lot improvements, new windows in south facade

II. OWNER:

- A. Owner of Property: The Ball Foundation
- B. Owner's Address: 800 Roosevelt Rd. E-200 Glen Ellyn, IL 60137
- C. Owner's Home Phone Number: 630.469.6270 Fax: 630.469.6279
- D. Owner's Work Phone Number: 630.469.6270
- E. Owner's E-mail: Peg Henderson, VP Ball Foundation pegh@ballfound
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out. . 01

III. PERSON MAKING REQUEST (Petitioner):

- A. Name of Petitioner: The Ball Foundation
- B. Petitioner's Address: 800 Roosevelt Rd E. 200 Glen Ellyn, IL 60137
- C. Petitioner's Home Phone Number: 630.469.6270
- D. Petitioner's Work Number: 630.469.6270
- E. Petitioner's E-mail: peg.h@ballfoundation.org

IV. LOCATION OF PROPERTY:

- A. General Location of Property: 526 N. Main Street, Glen Ellyn, IL 60137
- B. Acreage of Parcel: .3031 Acres
- C. Permanent Index Number(s): 05-11-310-030, 05-11-310-031
- D. Legal Description (Please attach) 05-11-310-032

V. REIMBURSEMENT OF FEES:

The Ordinances of the Village require the owners of property, or individuals seeking to utilize property, to receive approval by ordinance or the issuance of a permit to undertake various uses or improvements of property in the Village. These uses can include requests for textual or map changes in the Zoning Ordinance, applications for building permits, requests for zoning relief and other similar requests. The Village has established a fee schedule for the anticipated use of staff time in processing such petitions or applications. In many cases, however the Village cannot reasonably evaluate the validity or compliance of the petition or application with the Ordinances of the Village without the use of reports from various consultants. In some cases, the application or petition requires among other things, public hearings and associated public notice costs, preparation of minutes or transcripts from the public hearing or meeting, recording costs of Ordinances and the preparation of reports by consultants whose services require the payment of out-of-pocket expenses by the Village. These expenses would not have been incurred but for the petition or application. The Village does not intend to seek to make a profit on its utilization of such consultants, but requires that the applicant, or the person receiving benefit, shall be obligated to reimburse the out-of-pocket expenses incurred by the Village. The Village shall seek to employ consultants who shall charge rates consistent with those paid by private parties who seek similar consulting services. The Village intends, through this Agreement, to cause the payment of out-of-pocket expenses and to require the creation of an escrow fund to guarantee that the petition or

application will not result in the citizens of the Village being required to pay for costs incurred at the request of the owner or applicant.

This document shall constitute a contract when an application is made for a license, permit, request for zoning relief or other approval involving the use of real property. Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any application or petition filed by the petitioner then the petitioner and owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village. The Planning and Development Director is hereby authorized to assign the above described services to the Village staff or to consultants, as the Director deems appropriate and without prior notification to the petitioner.

Any application or petition to be reviewed by the Planning and Development Department or by the Plan Commission or Architectural Review Commission shall require the petitioner to establish an escrow account with the Village in an amount determined by the Planning and Development Director to reimburse the Village for all out of pocket costs associated with the request. These out of pocket costs will cover such things as services provided by the Village's consulting engineer, consulting attorney, consulting planner, traffic consultant, wetland consultant, landscape consultant, architectural consultant, appraiser and transcriber, among others, as well as reproduction costs, public hearing notice costs, recording costs, etc. Along with the application the petitioner shall also submit a signed copy of this agreement thereby acknowledging and agreeing to reimburse the Village for all out of pocket costs associated with the application or petition.

This agreement shall be accompanied by an initial deposit in an amount to be determined by the Director of Planning and Development but shall be no less than \$500. The Village will provide an itemized list of Village expenses incurred related to any charge to the escrow account, and the petitioner shall deposit funds to reimburse the Village for those expenses upon notice from the Village that the deposit has dropped below \$500. If the expenses are not reimbursed, then reviews meetings and permits associated with out of pocket costs will cease, and the request will not be moved forward through the review process. At the completion of the review process, and development of the project, if appropriate, any remaining balance from the deposit will be returned to the petitioner, without interest, after all expenses have been paid.

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$500.00, the petitioner, upon notice by the Village, shall be required to replenish the deposit to its initial amount. The Village shall mail the petitioner regular invoices for the fees and costs incurred. The petitioner shall replenish the deposit amount within thirty (30) days of issuance of each such invoice directing replenishment of the deposit.

A petitioner who withdraws his or her petition may apply in writing to the Planning and Development Director for a refund of his or her remaining escrow balance. The Planning and Development Director may, at his or her discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the application.

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees,

or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the completion of Village deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, issuance of a building permit, approval of a final inspection, or issuance of a final certificate of occupancy upon the real property in question whichever occurs later.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER AND OWNER AGREE THAT PETITIONER AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN, AND THE OBLIGATIONS FOR PAYMENT RELATING TO THE FILING OF PETITION OR APPLICATION, AS SET FORTH HEREIN.

Ball Foundation
Petitioner

Village of Glen Ellyn

Owner: Ball Foundation
By: August Nendershot, V.P.
Date: 3.1.12

By: _____
Planning and Development Director

Date: _____

LEGAL DESCRIPTION OF THE LAND

LOTS 1, 2, 3 AND 4 IN KEIM-ELBRECHT SUBDIVISION OF THE NORTH 100 FEET IN WIDTH, MEASURED FROM THE SOUTH LINE OF ANTHONY STREET, OF LOT 1 IN BLOCK 17 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1966 AS DOCUMENT R66-00966, IN DUPAGE COUNTY, ILLINOIS.



EXISTING SOUTH ELEVATION **1**

SCALE: 3/16" = 1'-0"

EXISTING BUILDING REMODEL

525 N. MAIN STREET
GLEN ELLYN, ILLINOIS 60139

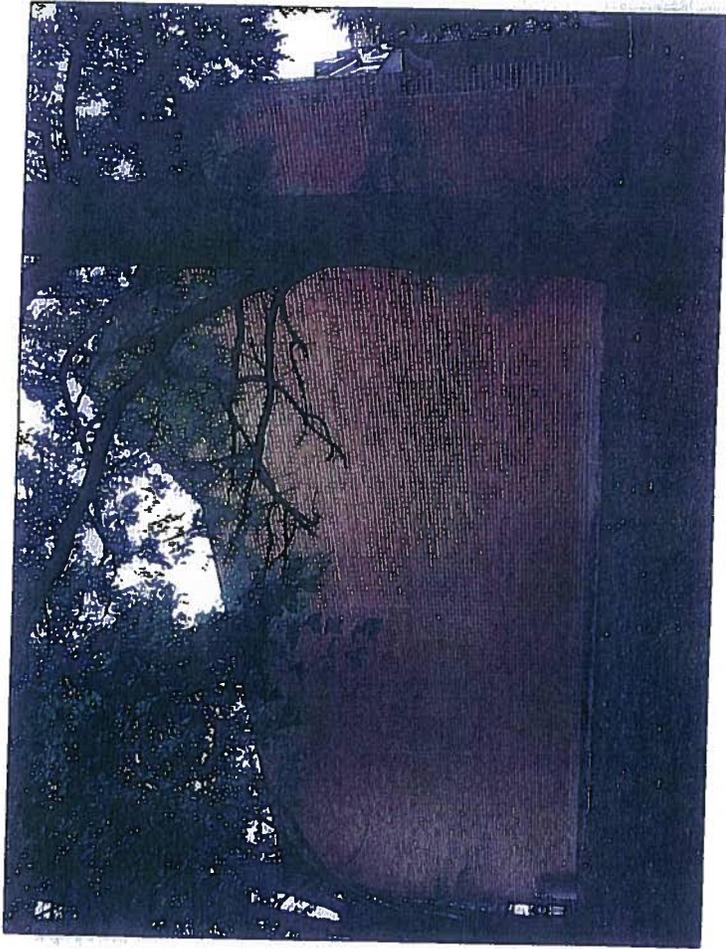
waremalcomb.com

integrated service
across north america

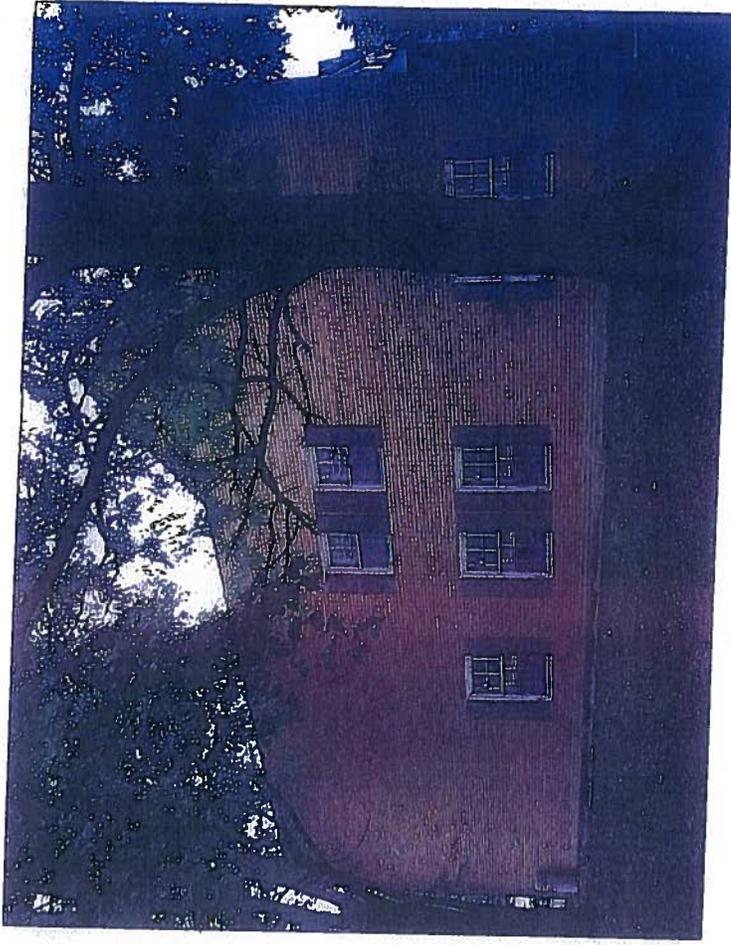
EXISTING ELEVATION, EXHIBIT 1

5/1/2012

WARE MALCOMB
ARCHITECTS



EXISTING SOUTH FAÇADE (1)
SCALE: 12" = 1'-0"

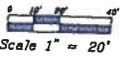


PROPOSED SOUTH FAÇADE (2)
SCALE: 12" = 1'-0"

BOUNDARY & TOPOGRAPHIC SURVEY

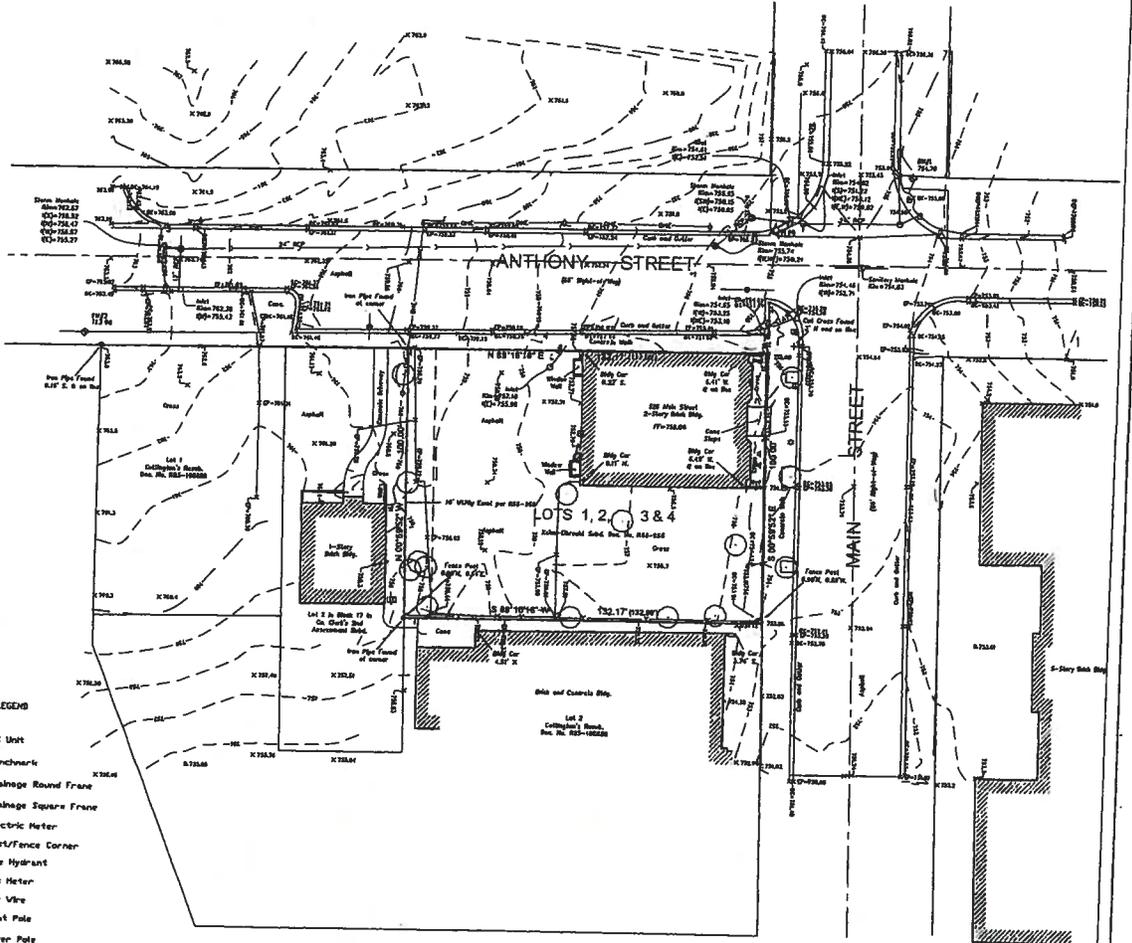
LOTS 1, 2, 3, AND 4 IN KEIM - ELBRECHT SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 100.0 FEET IN WIDTH, MEASURED FROM THE SOUTH LINE OF ANTHONY STREET, OF LOT 1 IN BLOCK 17 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID KEIM - ELBRECHT SUBDIVISION RECORDED JANUARY 10, 1966 AS DOCUMENT NUMBER R66-966, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS "526 MAIN STREET, GLEN ELLYN, ILLINOIS"
 PIN: 05-11-310-030, 05-11-310-031, 05-11-310-032



NOTES:
 ALL MEASUREMENTS ARE IN FEET AND DECIMAL THEREOF.
 (100.00) DENOTES RECORD INFORMATION.
 100.00' DENOTES MEASURED INFORMATION.
 5/8" X 3/4" IRON NAILS WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

RECORDS:
 100.00' DENOTES RECORD INFORMATION.
 100.00' DENOTES MEASURED INFORMATION.
 5/8" X 3/4" IRON NAILS WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.



SYMBOL LEGEND

- ⊕ AC Unit
- ⊕ Benchmark
- Drainage Round Frame
- Drainage Square Frame
- ⊕ Electric Meter
- ⊕ Post/Fence Corner
- ⊕ Fire Hydrant
- ⊕ Gas Meter
- ⊕ Guy Wire
- ⊕ Light Pole
- ⊕ Power Pole
- ⊕ Power Pole w/Transformer
- ⊕ Sanitary Manhole
- ⊕ Sign
- ⊕ Storm Manhole
- ⊕ Telephone Manhole
- Tree Deciduous
- ⊕ Water Box
- ⊕ Water Valve
- Fence Line
- Overhead Electric
- Sanitary Line
- Storm Line
- Watermain Line

Surveyors Certificate
 State of Illinois)
 County of DuPage)
 I, Charles R. McCulloch, as State Professional Land Surveyor, do hereby certify that I have prepared a Boundary & Topographic Survey of the property described above and that the survey shown herein is a correct representation of said survey.
 This professional public certificate is the correct Illinois certificate for a boundary survey.
 Dated this 28th day of October, 2011.
 Charles R. McCulloch
 State Professional Land Surveyor No. 35-2392



Survey No.:	B 0 0 8
Ordered By:	State Millennium
Description:	Boundary & Topographic Survey 526 Main Street, Glen Ellyn, Illinois
Date Prepared:	October 6, 2011
Scale:	1" = 20'

UTILITY STATEMENT (ILL. REG. 4281760)
 The underground utilities shown have been located from the field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

JACOB & NEPHER ASSOCIATES, INC.
 SURVEYING & PROFESSIONAL
 1015 N. Elmhurst Avenue, Suite 100
 Elmhurst, IL 60120
 (708) 465-4600 FAX (708) 465-4601
 ILLINOIS PROFESSIONAL LAND SURVEYOR LICENSE NO. 35-2392 (1/24/11)



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2340 Peachtree Street, N.W.
Atlanta, GA 30309



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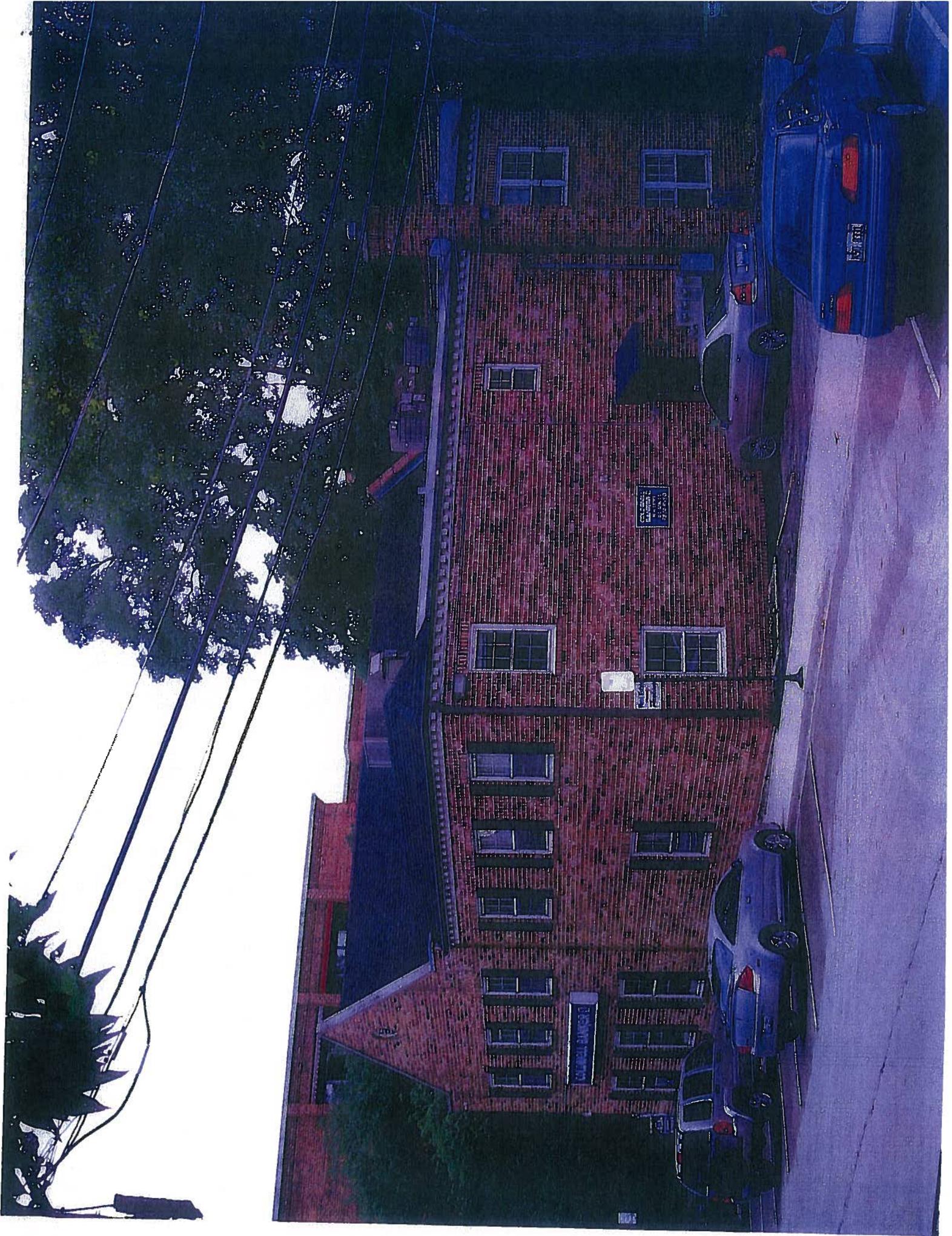
COLUMBIA UNIVERSITY

STREET



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ALLEN
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A-6J

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner *M75*
Michael Strong, Planning Intern *MS*

DATE: March 15, 2012

RE: 493 Forest Avenue – Grace Lutheran Church
Revised Exterior Appearance Approval



Background.

On March 10, 2008, by the adoption of Ordinance 5664, the Grace Lutheran Church received Exterior Appearance approval, along with a Preliminary and Final Planned Unit Development and a Special Use Permit, for an addition at 493 Forest Avenue. The approval allowed the construction of an approximately 4,000 square-foot addition on the western and northern sides of the existing building. This Ordinance contains conditions, including condition 2a, which states *“additional window mullions should be placed in the upper portions of the second row of windows on the main entry window to give the building a more vertical feel”*. This condition was included based on the Commission’s recommendation during the February 13, 2008 ARC meeting (minutes attached).

Issues.

The building plans submitted for the project included the additional mullions required by Ordinance 5664. The petitioner indicated that the contractor used an old drawing and constructed the windows according to the original plans. It was never their intention to knowingly construct the windows as built. Drawings of the building with and without the additional mullions are attached in the petitioner’s application packet.

It should be noted that Ordinance 5664 does not authorize Village Board approval to waive or modify the Ordinance without requiring that the matter be considered by the Architectural Review Commission in the same manner as the original request. Language has been included in newer Ordinances allowing consideration of this type of request by only the Village Board which can alleviate the need for additional public meetings and time in processing these requests. Therefore, in this case, an ARC recommendation was required prior to Village Board consideration of this item.

Recommendation.

The ARC considered the revised exterior appearance application during a public meeting on March 14, 2012. No members of the public spoke at the meeting. By a vote of 5-0, the ARC recommended approval of the revised exterior appearance for the Grace Lutheran Church located at 493 Forest Avenue. One Commissioner recused himself from the discussion. During their deliberation, the Commission noted that they believed the project complied with the Appearance Review Guidelines without the additional mullions.

Action Requested.

The Village Board may approve, approve with conditions or deny the petitioner's request for revised exterior appearance approval. Village staff has prepared an Ordinance approving the request for consideration during the March 26, 2012 Village Board meeting.

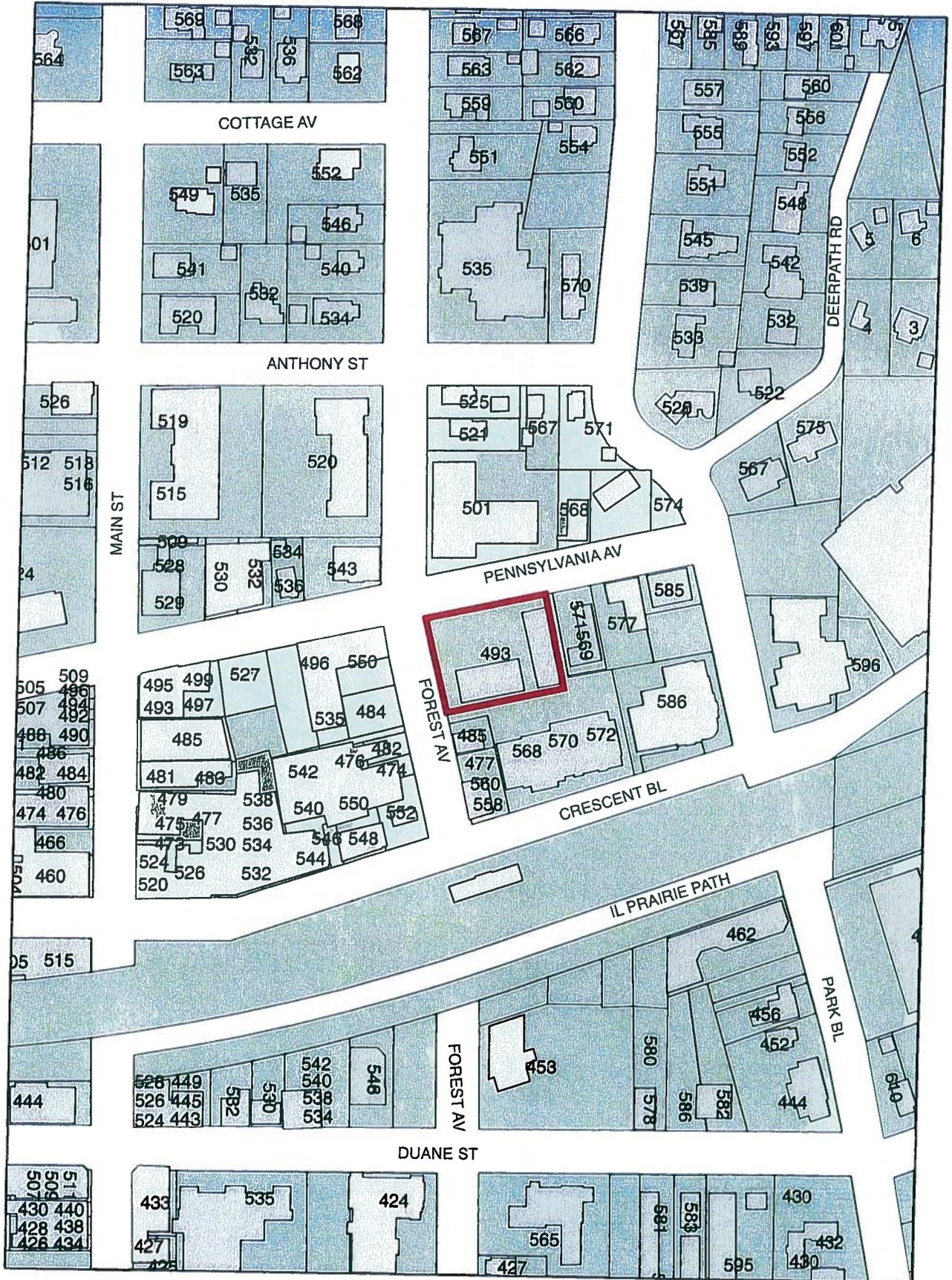
Attachments.

- Location Map
- Minutes from February 13, 2008 ARC Meeting
- Draft Minutes from March 14, 2012 ARC Meeting
- Ordinance
- Petitioner's Application Packet

Cc: Doug Lasch, Jaeger, Nickola & Associates, Ltd.
Richard Likeness, Pastor

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Forest\Forest 493, Grace Lutheran Church, PUD, EA,
SV\VB Agenda Memo 0311312.doc

493 Forest Avenue Grace Lutheran Church



Prepared By: Planning and Development
Date Prepared: March 6, 2012



Mr. Lasch displayed a sample material board, and stated he attempted to match the existing materials of the buildings as closely as possible. The selected standard brick, which measures 8 inches by 2-1/4 inches, is a close match to the existing building brick, according to Mr. Lasch. The selected capstone matches the existing building limestone, but is more economical in nature. Portions of the existing limestone will be reused. Due to its lightweight quality, stucco would be applied to the entry crown, which is cantilevered outward. Upon questioning, Mr. Lasch indicated that the proposed "stucco" is really more of an EIFS material and would not be true stucco. This EIFS product would have metal stud construction and insulation would be placed on the exterior. The existing church building will be re-roofed to match the new building. Anodized aluminum windows will be medium bronze in color, and have a clear low-E glass with a slight tint to block out sunlight from the western exposure. Windows would be backlit. Aluminum coping will be matched to the existing buildings. Copper gutters and downspouts on the existing buildings will be retained. The bell would consist of cast aluminum to keep its weight down, and would not be operated by a rope.

Regarding landscaping, Mr. Lasch stated the original on-site planter would be restored, and new landscaping would be added near the bell tower. In accordance with the Landscape Ordinance, two evergreens and one deciduous tree must be added to the property, but their location would be coordinated with the Village Forester. Two existing redbud clumps would be transplanted to different locations on site. Existing English ivy vines would be removed. Commissioner Weisman cautioned him that redbud species historically do not adapt well to transplanting.

Due to the cantilevered entrance area, the wall lettering would be placed to the left side of the entryway, and consist of brown anodized letters measuring roughly 8 inches in height. Although Mr. Pointner suggested some form of Christian art for the "blank" wall, such wall was left blank because it was a transition from the new addition to the old building, and also because it houses an elevator shaft. The existing three exterior crosses would be removed, and only the top of the bell tower would house an exterior cross. Two existing signs at the Forest Avenue entryway to the food pantry would be removed, in an effort to encourage visitors to use the new main entry.

Commissioners Weisman and Hartweg commented that the wall signage appears unbalanced and tends to get lost in its suggested placement on the building. Commissioner Weisman suggested larger letters presented in a more proportionate manner, perhaps by placing "Church" below "Grace Lutheran." Commissioner Wussow also felt that the signage was aesthetically unpleasing to the eye, as it ran into the sides of the panel. Mr. Lasch replied that the church principals desired the signage to be lower to be visible from the parking lot. He agreed to further discuss signage with the church principals.

Commissioner Hartweg suggested that the panes of the prominent window should be more consistently divided, particularly on the upper portions.

Commissioner Loftus inquired whether the skylights in front of the existing church building would be visible, and the applicant replied that they would remain visible.

Commission comments were as follows:

- Commissioner Dickie – Nice looking, successful addition that enhances the function of the church and a forgotten part of downtown.

- Commissioner Wussow – Attractive proposal that is compatible with the site and uses space efficiently. Design elements tie in well with existing structures. Although use of EIFS is a concern as to moisture issues and it being a non-recommended material, it appears favorable. The addition is compatible with vertical elements. Landscaping is appropriately done for the amount of green space on site. Suggested possibly omitting the additional three trees to avoid an appearance of packing in excessive plant material.
- Commissioner Loftus – Addition has a good appearance, especially if the EIFS does not appear as stark white as in the illustration. Unless they can be effectively situated, three additional trees may not be necessary. Village Forester should be consulted on the landscape plan and whether or not additional trees are necessary.
- Commissioner Faganel – Overall design is favorable, with the exception of the stucco. Approves of the “understated” signage.
- Commissioner Weisman – Favors the design for the new entry, with the exception of the use of stucco/EIFS. Is not in agreement with wall signage location, placement, size, and number of letters, and would like to either review it after it is revised, or have staff review it. Would like the Village Forester to review the landscape plan. Also, if money is left in the budget, suggested alteration of side entrance on Forest Avenue to tie it into the style of the addition. (Mr. Lasch replied that this would be addressed, along with the monument sign, when the Parish Hall is eventually renovated.)
- Commissioner Hartweg – Favors the efficient use of space for the addition. Unless they can be effectively situated, three additional trees may not be necessary, and they may become an issue in five years, including masking the signage. The signage issue should be resolved. Two additional mullions should be added to the upper portions of the main window.
- Chairman Burdett – Particularly favors the bell tower and cantilevered entrance. Felt the addition is consistent with the Design Review Guidelines, with the exception of the use of EIFS. However, he understands the rationale for its use in this case. The landscaping should be conditioned upon consulting with the Village Forester.

A. Motion

Commissioner Dickie moved, seconded by Commissioner Hartweg, to approve the exterior appearance for the Grace Lutheran Church addition, subject to the following conditions: (i) the Village Forester is to approve the final placement of trees, (ii) additional window mullions should be placed in the upper portions of the main window, and (iii) signage lettering should be rearranged to appear less crowded. The motion carried with six (6) “Yes” votes and one (1) “Abstention,” as follows: Commissioners Faganel, Weisman, Dickie, Hartweg, Wussow, and Chairman Burdett voting “Aye,” and Commissioner Loftus voting “Abstain.”

IV. Chairman’s Report.

Chairman Burdett thanked Planner Stegall for the informative and helpful information presented at the last ARC meeting.

Chairman Burdett also announced the resignation of Commissioner Cleaver, who cited scheduling conflicts with meeting attendance.

V. Staff Report.

Absent Trustee Liaison Comerford, Planner Stegall provided a brief update on the Village Board's approval of a contract with Town Builder Studio for the downtown planning project.

Planner Stegall corrected a typographical error on the ARC agenda's upcoming projects, stating that the Duane Street Rowhouses and 530 Pennsylvania Avenue projects would be reviewed at the next meeting, which is February 27, 2008.

VI. Other Business and Adjournment

Commissioner Faganel inquired whether the exterior wall light fixtures installed at DuPage Medical Center were indeed the ones that the ARC had approved, and Planner Stegall replied affirmatively.

Commissioner Weisman moved, seconded by Commissioner Faganel, to adjourn the meeting at 8:48 p.m. The motion carried unanimously.

Submitted By:

Marie Lupo, Recording Secretary
Architectural Review Commission

Reviewed By: Michele Stegall

four different dates and had several verbal conversations as follow up requesting the petitioner take action to comply with the condition. He stated the Village staff met with the petitioner to discuss the non-conformance and the petitioner decided to submit an application for revised exterior appearance approval in an attempt to have this condition removed.

Architect Douglas Lasch with Jaeger, Nickola & Associates, Ltd. apologized for appearing before the ARC again and stated the correct mullions were on the construction drawings; however, the contractor had gone back to a previous drawing and did not install the mullions. He stated the petitioner is satisfied with how the church looks and the verticality is still there, but the church does not have funds to pay for additional mullions at this point.

The ARC discussed the missing mullions and agreed it is a minor adjustment.

Commissioner Albrecht made a motion to approve the Revised Exterior Appearance of 493 Forest Avenue. The motion was seconded by Commissioner Thompson and carried unanimously by a vote of 5-0. Commissioner Wilson recused himself from this application due to a personal relationship with a member on the building committee for the Church.

4. 526 N. Main Street, Career Vision – Exterior Appearance

Village Planner Stegall stated the petitioner, the Ball Foundation, is requesting Exterior Appearance approval for renovations in progress to the south façade of the existing building at 526 N. Main Street. She stated the property is located on the west side of Main Street between Anthony Street and Pennsylvania Avenue in the C5B Central Business District, Central Service Sub-district. She stated the proposed changes include the addition of six new windows and black shutters on the south elevation of the building. She stated the project is close to completion as the Planning Department accidentally issued a building permit without the petitioner going through an Exterior Appearance review. She stated once the Planning Department contacted the applicant, the applicant promptly submitted materials for the ARC's review.

Chairman Burdett asked if this was an administrative oversight to which Planner Stegall stated there was confusion in the Planning Department as the petitioner was originally planning to construct a parking lot which requires Exterior Appearance review. She stated the petitioner decided not to go forward with the parking lot; and "Exterior Appearance Review Required" was subsequently crossed off on the file. She stated there was no administrative waiver given and there was no fault on the petitioner's part.

Architect Robert Van Het Hof with Ware Malcomb Associates stated the windows were on the original construction documents; however the black shutters were not. He stated the south façade's windows were made to mimic the north façade's windows and showed a picture of the building's north façade. He stated the north façade's windows were measured and then mimicked exactly on the south façade and the windows improve the blank wall on the south façade. He apologized for not appearing at the ARC before now and stated they promptly produced all documentation when asked. Commissioner Albrecht asked about soldier coursing around the windows to which Architect Van Het Hof stated it is there, but it is hard to see in the pictures.

Village Of Glen Ellyn

Ordinance No. _____

**An Ordinance Amending Ordinance 5664 and Granting Revised Exterior Appearance
Approval for an Addition to the Grace Lutheran Church located at 493 Forest Avenue
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This ____ Day of _____, 20_____.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this _____
day of _____, 20_____.

Ordinance No. _____

An Ordinance Amending Ordinance 5664 and Granting Revised Exterior Appearance Approval for an Addition to the Grace Lutheran Church located at 493 Forest Avenue Glen Ellyn, IL 60137

Whereas, on March 10, 2008, the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, passed Ordinance 5664 which granted approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan and the Exterior Appearance for the Grace Lutheran Church to allow the construction of a roughly 4,000 square-foot addition on their building located at 493 Forest Avenue; and

Whereas, a condition of approval contained in Ordinance 5664 requires that additional window mullions be placed in the upper portions of the second row of windows on the main entry window to give the building a more vertical feel; and

Whereas, the Grace Lutheran Church is requesting approval of an amendment to the Exterior Appearance approved by Ordinance 5664 to allow the second row of windows to remain without the installation of the additional mullions; and

Whereas, the subject property is located at the southeast corner of Forest Avenue and Pennsylvania Avenue in the C5B Central Business District, Central Service Sub-district and is legally described as follows:

OF THAT PART OF LOTS 1, 2 AND 3 IN BLOCK 2 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED JULY 3, 1905 AS DOCUMENT 88052 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 3, 148 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF PENNSYLVANIA AVENUE 200 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 3, 148 FEET TO THE SOUTH LINE OF PENNSYLVANIA AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF PENNSYLVANIA AVENUE 200 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE EASTERLY 10 FEET IN WIDTH THEROF, AND ALSO EXCEPTING

THE SOUTHERLY 10 FEET IN WIDTH OF THE WESTERLY 20 FEET OF THE
EASTERLY 30 FEET THEREOF, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-11-318-001; and

Whereas, the Architectural Review Commission considered the proposed revisions to the Exterior Appearance at a public meeting on March 14, 2012, at which meeting the petitioner presented evidence, testimony, and exhibits relative to the request for revised Exterior Appearance approval and no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the March 14, 2012 Architectural Review Commission public meeting, by a vote of five (5) “yes”, zero (0) “no”, the Architectural Review Commission recommended approval of revised Exterior Appearance approval of the project as set forth in draft minutes of the Architectural Review Commission, a copy of which is attached hereto as Exhibit “A”; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the March 14, 2012 Architectural Review Commission meeting and have considered the recommendation of the Architectural Review Commission; and

Whereas, the President and Board of Trustees have determined that granting amended Exterior Appearance approval for the Grace Lutheran Church is consistent with the objectives of the Appearance Review Guidelines, Ordinance No. 5508.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: Based upon a review of the evidence, testimony and exhibits presented at the March 14, 2012 Architectural Review Commission meeting, the Village President and Board of Trustees hereby approve the petitioner’s request for approval of an amendment to the Exterior

Appearance for an addition to Grace Lutheran Church located at 493 Forest Avenue and approved by Ordinance 5664 on March 10, 2008 as set forth in Section Two below.

Section Two: Section Three, subsection 2 (a) of Ordinance 5664 which states:

Additional window mullions should be placed in the upper portions of the second row of windows on the main entry window to give the building a more vertical feel.

is hereby removed.

Section Three: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Four: The Village Clerk is hereby authorized to record this Ordinance with the DuPage County Recorder.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

Ayes:

Nays:

Absent:

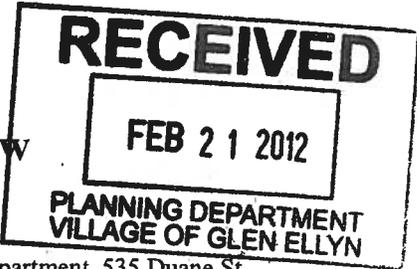
Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____.)



EXTERIOR APPEARANCE REVIEW APPLICATION

Please complete and return this form to the Planning and Development Department, 535 Duane St., Glen Ellyn, IL 60137. If you have questions, please phone: 630.547.5250

I. APPLICATION INFORMATION:

- A. Date Filed: B. Application No. C. Project Name: GRACE LUTHERAN CHURCH D. Project Description: CHURCH ADDITION E. Address of Property: 493 FOREST AVE., GLEN ELLYN, IL. 60137 F. Permanent Index No.: 05-11-318-001 G. Zoning: CSB, CENTRAL BUSINESS H. Name of Applicant: TIM LOFTUS FOR GRACE LUTHERAN CHURCH I. Address of Applicant: 493 FOREST AVE., GLEN ELLYN, IL. 60137 J. Phone No. (Business): 630-469-1555 (Home) 630-858-6168 K. Fax No. (Business): 630-469-1561 (Home) L. E-mail Address of Applicant: TLOFTUS@WIDOPENWEST.COM M. Name of Property Owner: GRACE LUTHERAN CHURCH OF GLEN ELLYN N. Address of Property Owner: 493 FOREST AVE., GLEN ELLYN, IL. 60137 O. Phone No. (Business): 630-469-1555 (Home) P. E-Mail Address of Property Owner: INFO@GRACEGLENELLYN.ORG

II. CONFORMANCE WITH APPEARANCE REVIEW GUIDELINES:

(You may attach separate sheets as needed to answer any of the following questions)

- Q. Please explain why the proposed architectural style was chosen. SEE ATTACHMENT R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: SEE ATTACHMENT S. Please explain how the project complies with the Appearance Review Guidelines: SEE ATTACHMENT T. Please explain why any deviations from the Appearance Review Guidelines are proposed: SEE ATTACHMENT

Signature: Timothy J. Loftus Date: 2/15/12

Narrative Statement:

The project addition has been designed to be of appropriate in scale and appearance with the existing church facilities as well as the surrounding neighborhood, making it a fine solution to maintaining the “small town” atmosphere and character strived for in the Village’s comprehensive plan. The slight increase in pervious surface will have no adverse impact on the surrounding neighbors or the regions storm water management. The existing worship seating capacity will remain the same and have no negative impact on the existing vehicular traffic. Two accessible parking spaces will be created thereby reducing parking capacity slightly to make the spaces the legally required size prescribed by the State of Illinois. The existing community outreach programs (food pantry and senior services) provided by the church will only be enhanced by the addition and will allow the continuance of the excellent services they provide to the community.

II: CONFORMANCE WITH APPEARANCE REVIEW GUIDELINES

Q: The architectural style of the addition will blend seamlessly with the existing church facilities. The bell tower will increase the awareness that this is a place of worship and create a strong identity for the entrance to the building.

R: The surrounding structures are predominantly of brick and/or stone construction of heights varying from single and multi-story businesses to four and five-story residential units. Architectural styles exhibited include Tudor, French Mansard, Mid-Century Modern, Victorian, and Colonial. Roofing styles exhibited are flat, flat with a decorative parapet, hipped, mansard, gabled and curved.

S: The addition has been designed to be appropriate in scale and appearance with the existing church facilities as well as the surrounding neighborhood, making it a fine solution to maintaining the “small town” atmosphere and character strived for in the Village’s Appearance Review Guidelines. Some of the elements used to create a harmonious and pleasing public view are the brick columns and ample windows, the large inset entryway/front porch and the northerly setback of the addition from the existing structure.

T: We are seeking relief from the ordinance requirement for additional window mullions in the upper portion of the upper row of windows above the main entrance as referenced in the letter from JNA Architects dated February 12, 2012 included in the Exterior Appearance Review Application.

Project Submittals List

- | | |
|---|--------------|
| 1. Application Form | <u> X </u> |
| 2. Application Fee | <u> X </u> |
| 3. Escrow | _____ |
| 4. Reimbursement of Fee Agreement | _____ |
| 5. Proof of Ownership | _____ |
| 6. Affidavit of Authorization | _____ |
| 7. Disclosure of Interest | _____ |
| 8. Narrative Statement / Project Description | <u> X </u> |
| 9. Plat of Survey/Legal Description | _____ |
| 10. Existing Site Plan | _____ |
| 11. Site Plan | _____ |
| 12. Landscape Plan | _____ |
| 13. Tree Survey | _____ |
| 14. Building Elevation Drawings – Existing | <u> X </u> |
| 15. Building Elevation Drawing – Proposed | <u> X </u> |
| 16. Floor Plans | _____ |
| 17. Color Rendering | <u> X </u> |
| 18. Photo, Slide(s) | _____ |
| 19. List of Building Materials & Colors | _____ |
| 20. Material & Color Samples (Bring to Meeting) | _____ |
| 21. Rooftop Plan | _____ |
| 22. Specifications for Rooftop Screening | _____ |
| 23. Sign Plan | _____ |
| 24. List of Signs | _____ |
| 25. Sign Elevations | _____ |
| 26. Building Elevation Drawings-Sign Location | _____ |
| 27. Trash Enclosure Exterior Equipment/
Fences/Screening | _____ |
| 28. Lighting Plan | _____ |
| 29. Light Fixture Cut Sheets | _____ |
| 30. Streetscape Elevation | _____ |
| 31. Outline Perspective View, Photo Imaging | _____ |
| 32. Scale Model | _____ |
| 33. ARC & Developer Site Visit Pre-Arranged | _____ |

MBR- May be Required



February 14, 2012

Michele Stegall
Village Planner
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Re: Special Use Permit – Ordinance Relief Request
Grace Lutheran Church
493 Forest Avenue

Ordinance No. 5664

Ms. Stegall,

On March 10, 2008 as part of Ordinance No. 5664, Grace Lutheran Church received approval for the "Exterior Appearance" as part of the proposed addition to the Grace Lutheran Church building located at the southeast corner of Forest Avenue and Pennsylvania Avenue, commonly known as 493 Forest Avenue.

Section Three, Paragraph 2a of Ordinance No. 5664 stated as a condition of the Exterior Appearance that "Additional window mullions should be placed in the upper portions of the second row of windows on the main entry window to give the building a more vertical feel." The attached drawing, A5-1 dated 1/28/2008 indicates the original drawing submitted to the Plan Commission, and attached drawing A5-1 dated 3/25/08 represents the drawing submitted for building permit, which details the mullions added in response to the stipulation noted in Section Three, Paragraph 2a.

When the addition was constructed, the subcontractor was apparently using an old drawing and constructed the window according to the drawing A5-1 dated 1/28/2008, as depicted in the attached photograph. It was never the intention of Grace Lutheran Church, nor Jaeger, Nickola & Associates, to knowingly construct the window as built.

We ask your consideration to grant relief from the requirement of Ordinance No. 5664, Section Three, Paragraph 2a, "Additional window mullions should be placed in the upper portions of the second row of windows on the main entry window to give the building a more vertical feel." To reconstruct the window at this time would be a considerable financial burden to Grace Lutheran Church. We believe the window as constructed remains a beautiful contextual response and fits aesthetically with the church and surrounding buildings.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas E. Lasch".

Douglas E. Lasch, AIA
Principal



Proclaim

Build

Serve

February 15, 2012

Ms. Michele Stegall
Village Planner, Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Re: Special Use Permit – Ordinance Relief Request Ordinance No. 5664
Grace Lutheran Church
493 Forest Avenue

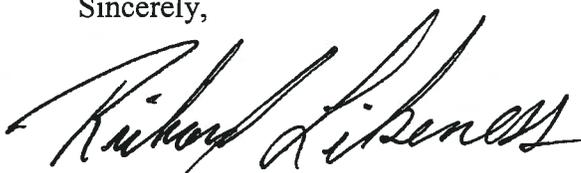
Dear Ms. Stegall,

Per our discussion and meeting on February 7, 2012, this letter serves as our request for relief from the requirement to add additional window mullions on the west-facing windows above the entrance to Grace Lutheran Church. I believe the history of why the mullions were not added is described accurately by Mr. Lasch's letter to you as part of this ordinance relief request.

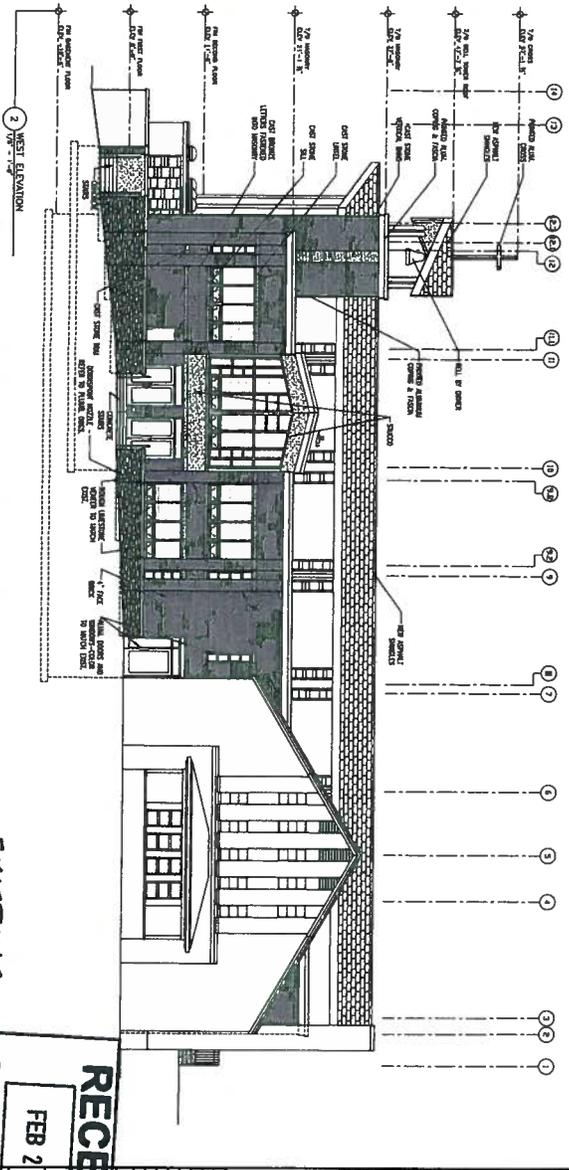
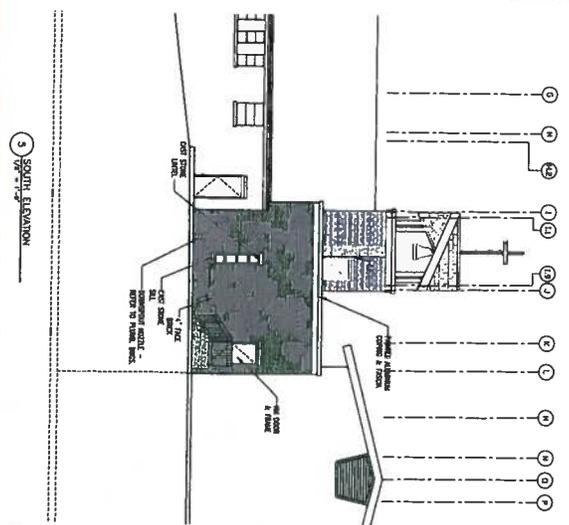
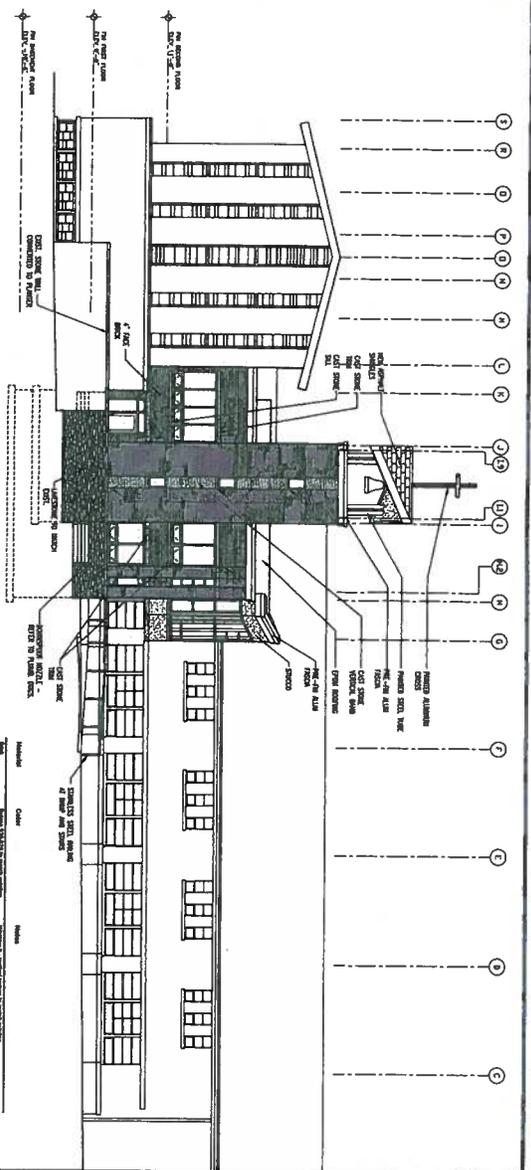
The primary reason that we are asking for relief from this request is the financial burden that this would place on our congregation at this point in this project (post-completion) – which is already facing a significant budget deficit for the coming year, and likely for the next several years. We need to be good stewards (faithful managers) of the finances that God provides to us through our member's generous giving. And while we would like to be in compliance with concerns from the village regarding exterior appearance, we believe that the exterior as it currently is constructed is aesthetically pleasing and actually meets the original concern to "give the building a more vertical feel". Changing the windows at this time would cause significant hardship to our congregation and its mission.

Our congregation has been committed to ministry in the community of Glen Ellyn for over 102 years, and we hope to continue to work to help the residents of Glen Ellyn and DuPage county in ways that are beneficial to residents, those who are in need, and are pleasing to God. Thank you for carefully considering our request.

Sincerely,



Pastor Richard Likeness



EXISTING

RECEIVED

FEB 27 2012

PLANNING DEPARTMENT

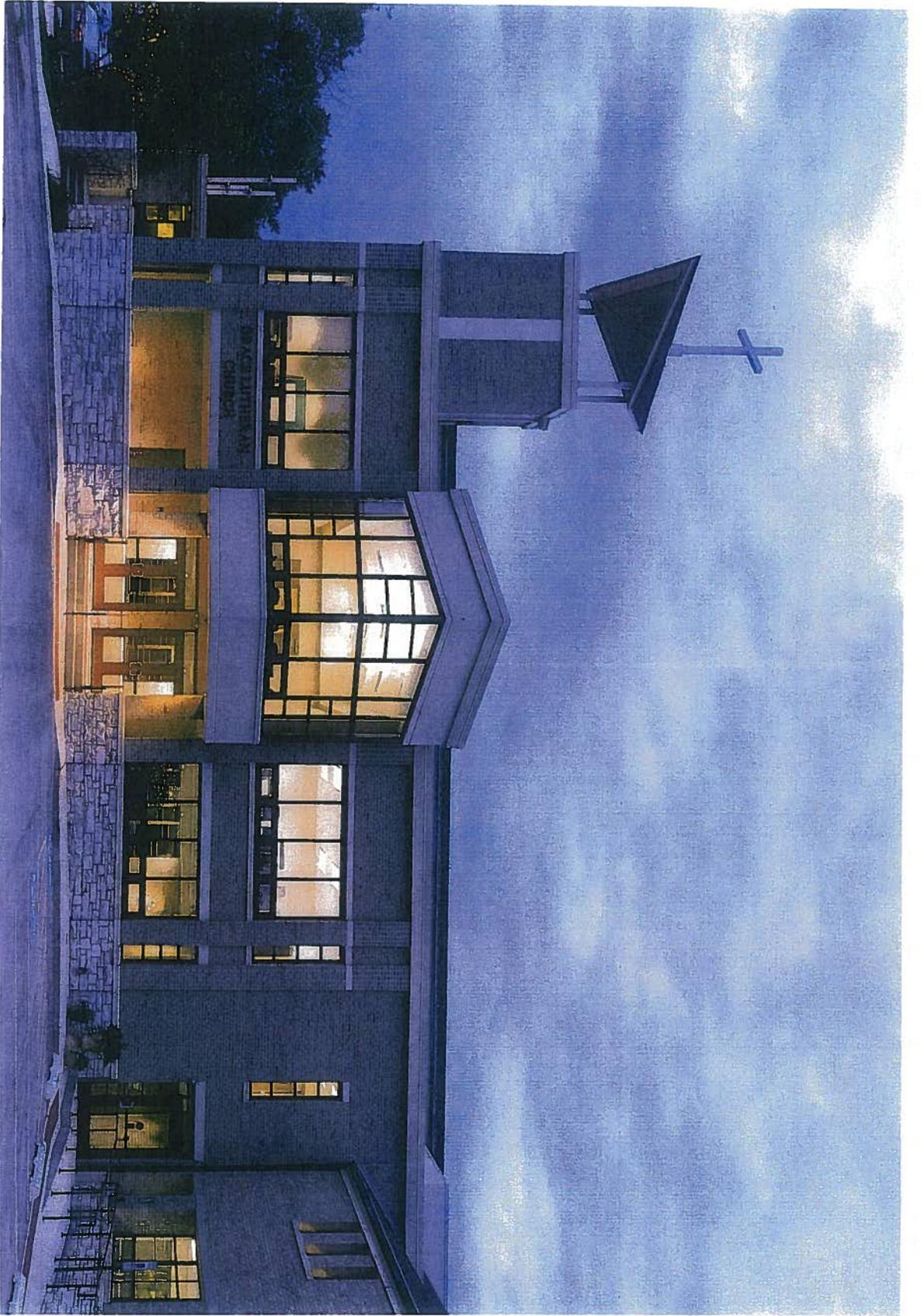
VILLAGE OF GLEN ELLYN

A5-1

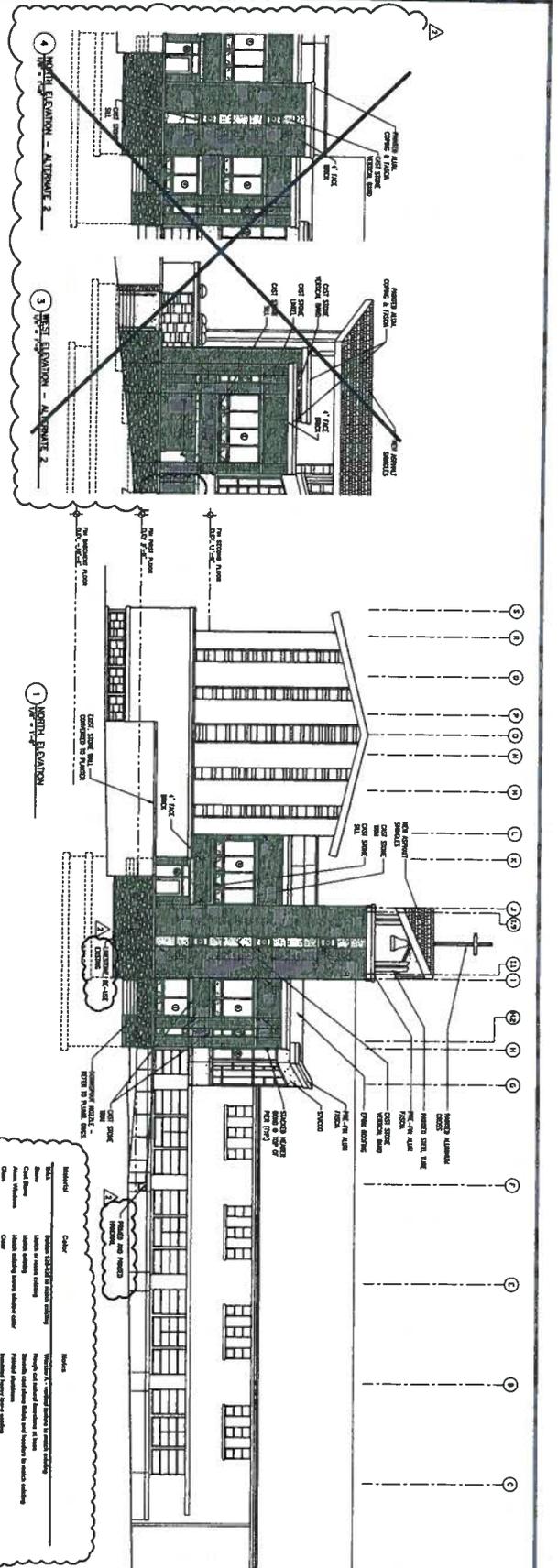
Jna

ARCHITECTS

Additions and Renovations to:
GRACE LUTHERAN CHURCH
 493 Forest Avenue
 Glen Ellyn, Illinois 60137



EXISTING



Material	Color	Notes
Roofing	Asph/Flt	Asph/Flt
Exterior Walls	Brick	Brick
Interior Walls	Plaster	Plaster
Floors	Concrete	Concrete
Roofing	Asph/Flt	Asph/Flt
Exterior Walls	Brick	Brick
Interior Walls	Plaster	Plaster
Floors	Concrete	Concrete

ORDINANCE REQUIREMENT

jn architects

493 Forest Avenue
Glen Ellyn, Illinois 60137

ADDITIONS AND RENOVATIONS TO:
GRACE LUTHERAN CHURCH
493 Forest Avenue
Glen Ellyn, Illinois 60137

NO.	DATE	DESCRIPTION
1	11-11-2008	CONCEPTUAL DESIGN
2	11-11-2008	PRELIMINARY DESIGN
3	11-11-2008	FINAL DESIGN
4	11-11-2008	CONSTRUCTION DOCUMENTS

AS-1

A-6K

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning & Development Director
Michele Stegall, Village Planner *MJS* *SH*

DATE: March 19, 2012

FOR: March 26, 2012 Village Board Meeting

RE: 650 Roosevelt Road, Pickwick Place – Exterior Appearance and Sign Variations



Background. The Madison Corporate Group, owner of the Pickwick Place shopping center, is requesting exterior appearance and sign variation approvals for the proposed renovation of the “front” L-shaped building in the Pickwick Place shopping center located at 650 Roosevelt Road. To accommodate the project, the petitioner is specifically requesting approval of the following:

1. Exterior appearance approval in accordance with the Appearance Review Guidelines, Ordinance 5508.
2. The following variations from the Glen Ellyn Sign Code:
 - a. A variation from Section 4-5-12(E)1 to allow up to 2 primary signs on the corner unit closest to Roosevelt Road in lieu of the maximum number of one primary sign permitted.
 - b. A variation from Section 4-5-12(B)2 to allow up to a total of 50 square feet of primary signage for the corner unit closest to Roosevelt Road in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted (as little as 23 square feet).
 - c. A variation from Section 4-5-12(B)2 to allow one primary sign up to 27 square feet in size for each of the tenants in the 19' 2" tall portion of the building in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted (as little as 24 square feet).
 - d. A variation from Section 4-5-8(A) to allow two address signs with areas of 8 square feet each in lieu of the maximum area of 2 square feet permitted for each address sign.

The property is located on the north side of Roosevelt Road between Park Boulevard and Nicoll Avenue in the C3 Service Commercial zoning district. The building is surrounded by commercial uses and C3 zoning.

Recommendation. The Architectural Review Commission reviewed the requests at a public meeting and hearing on March 14, 2012. No members of the public spoke at the hearing either in favor of or in opposition to the requests. By a vote of 6-0, the Architectural Review Commission recommended approval of the requests subject to the following conditions:

1. The project shall be constructed in substantial conformance with the plans and testimony presented at the March 14, 2012 Architectural Review Commission meeting.
2. The petitioner shall replace the existing shrubs along Roosevelt Road with similar shrubs that will continue to shield the view of the parking lot. The species and location of shrubs shall be reviewed and approved by Village staff prior to the issuance of a building permit.
3. The width of the planned carriage walk along Roosevelt Road shall be increased from 5-feet to 6-feet or otherwise designed as may be required by the Public Works Department.
4. The damaged private walkway located in between the building and the Roosevelt Road sidewalk shall be repaired or replaced.
5. If two signs are installed on the corner unit closest to Roosevelt Road, neither sign shall exceed 35 square feet in area.
6. The petitioner shall enhance the existing landscaping on the property by installing new plant materials in the grassy area in front of the building and enhancing the landscaping in the various planters and landscape islands on the site to more fully fill up the space and provide additional seasonal color and interest. Prior to the issuance of a building permit, a revised landscape plan illustrating the proposed location, type and size of all proposed plant materials shall be reviewed and approved by Village staff who shall share the revised plan with the Architectural Review Commission as an informational item.
7. The plans shall be amended to include additional pedestrian safety measures, such as bollards or planters, between the driveway aisle and pedestrian walkway on the north end of the site. A revised plan detailing the proposed pedestrian safety measures to be used shall be reviewed and approved by Village staff who shall share the revised plan with the Architectural Review Commission as an informational item.

Action Requested. The Village Board may approve, approve with conditions or deny the petitioner's requests for exterior appearance and sign variation approvals. In accordance with the recommendation of the Architectural Review Commission, an Ordinance approving the requests has been prepared for consideration at the March 26, 2012 Village Board meeting.

Attachments.

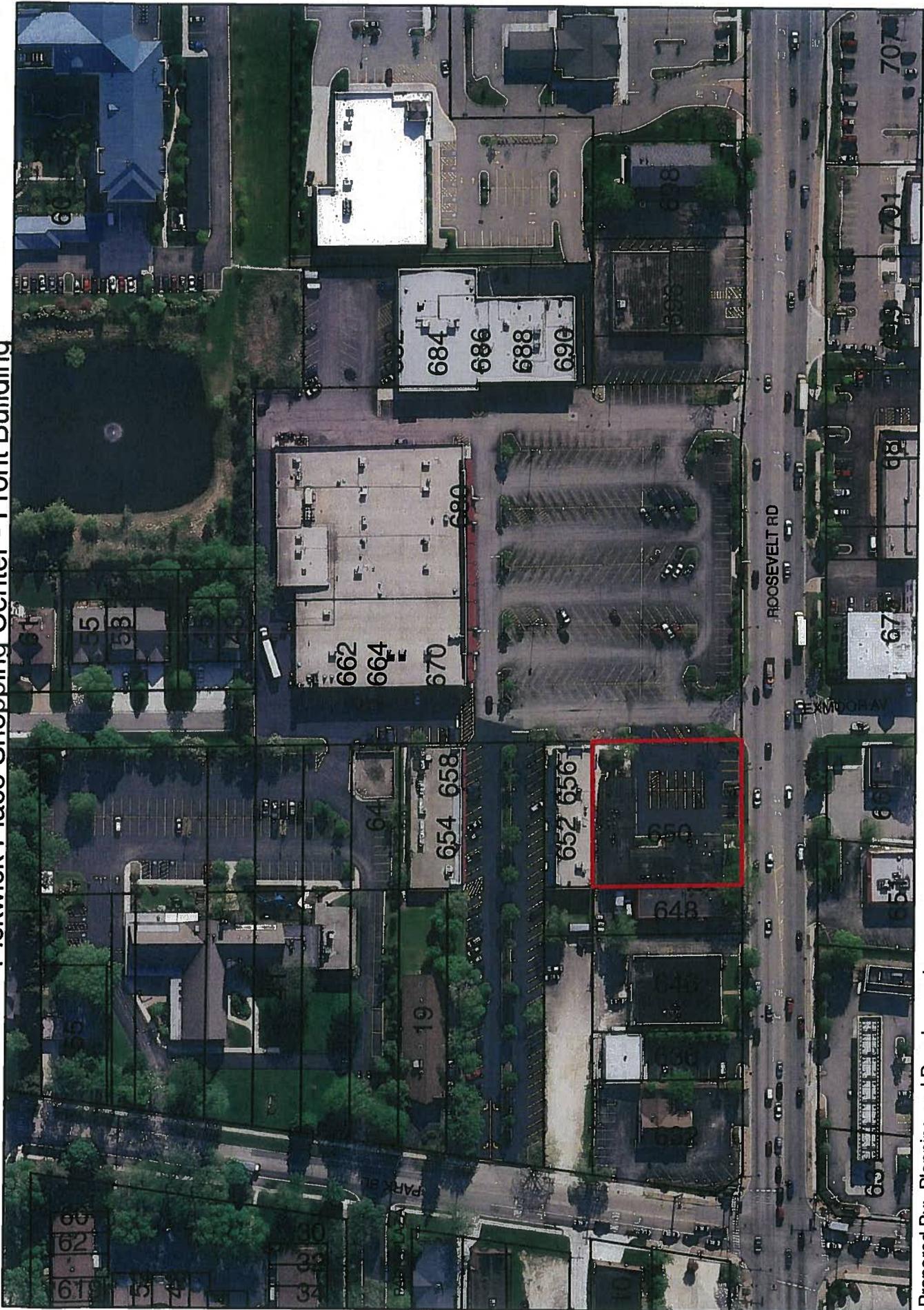
- Aerial Photo
- Public Notice
- Picture of Existing Building

- Picture of Roosevelt Road Sidewalk Gap
- Picture of Damaged Private Walk
- Draft Minutes from March 14, 2012 ARC Meeting
- Ordinance
- Petitioner's Application Packet

Cc: Tom Eilers, Property Owner
David Kennedy, Project Architect

X:\PLANDEV\PLANNING\DEVELOPMENT PROJECTS\ROOSEVELT\ROOSEVELT 650-690, PICKWICK\FRONT BUILDING\VB MEMO 031912.DOCX

Pickwick Place Shopping Center - Front Building



Prepared By: Planning and Development
2009 Aerial Photo
Date: October 20, 2011

NOTICE OF PUBLIC HEARING

Pickwick Associates Limited Partnership, owner of property commonly known as 650 Roosevelt Road is requesting approval of variations from the Glen Ellyn Sign Code to accommodate the proposed renovation of the existing building on the site which is commonly identified as the L-shaped building in the Pickwick Place shopping center closest to Roosevelt Road. The subject property is located on the north side of Roosevelt Road between Nicoll Avenue and Park Boulevard in the C3 Service Commercial zoning district.

Before the Glen Ellyn Village Board can consider the requests, the Architectural Review Commission must conduct a public hearing on the petitioner's application for approval of the requested sign code variations. The Architectural Review Commission will hold a public hearing on **Wednesday, March 14, 2012 at 7:30 p.m.** in a meeting room on the third floor of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois to consider the requests. At this meeting, the Commission will specifically consider the following variations from the Glen Ellyn Sign Code:

1. A variation from Section 4-5-12(E)1 to allow 2 primary signs on the corner unit closest to Roosevelt Road in lieu of the maximum number of one primary sign permitted.
2. A variation from Section 4-5-12(B)2 to allow 50 square feet of primary signage for the corner unit closest to Roosevelt Road in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted which depending on how the tenant spaces are divided could allow for as little as 23 square feet of primary signage.
3. A variation from Section 4-5-12(B)2 to allow up to 30 square feet of primary signage for the remaining tenants in the shopping center in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted which depending on how the tenant spaces are divided could allow for as little as 24 square feet of primary signage.
4. A variation from Section 4-5-8(A) to allow two address signs with areas of 8 square feet each in lieu of the maximum area of 2 square feet permitted for each address sign.

At this same meeting, the Architectural Review Commission will also review the proposed exterior appearance of the project.

The subject property for which the sign variations are being requested is located in the Village of Glen Ellyn, County of DuPage and is legally described as follows:

LOTS 23, 24 AND 25 (EXCEPT THOSE PORTIONS OF LOTS 23, 24 AND 25 TAKEN FOR HIGHWAY PURPOSES, DESCRIBED IN CASE NO 88ED152) IN BLOCK ONE IN ROOSEVELT GARDENS HOMESITES BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1921 AS DOCUMENT NUMBER 148152, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-14-419-050

All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. Plans related to the requests are available for public review in the

Planning and Development Department of the Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the requests should be directed to Michele Stegall, Village Planner, 630-547-5249.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village 24 hours in advance of the meeting.

Michele Stegall,
Village Planner

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Roosevelt\Roosevelt 650-690, Pickwick\Front Building\NOTICE OF PUBLIC HEARING.docx



Pittman Leasing

Tomorrow's Herpions

Rover's Hair Designers

OPEN

DePue Title Insurance

DePue Title Insurance

DePue Title Insurance

PICKWICK PLACE 

HAWTHORNE CLEANERS

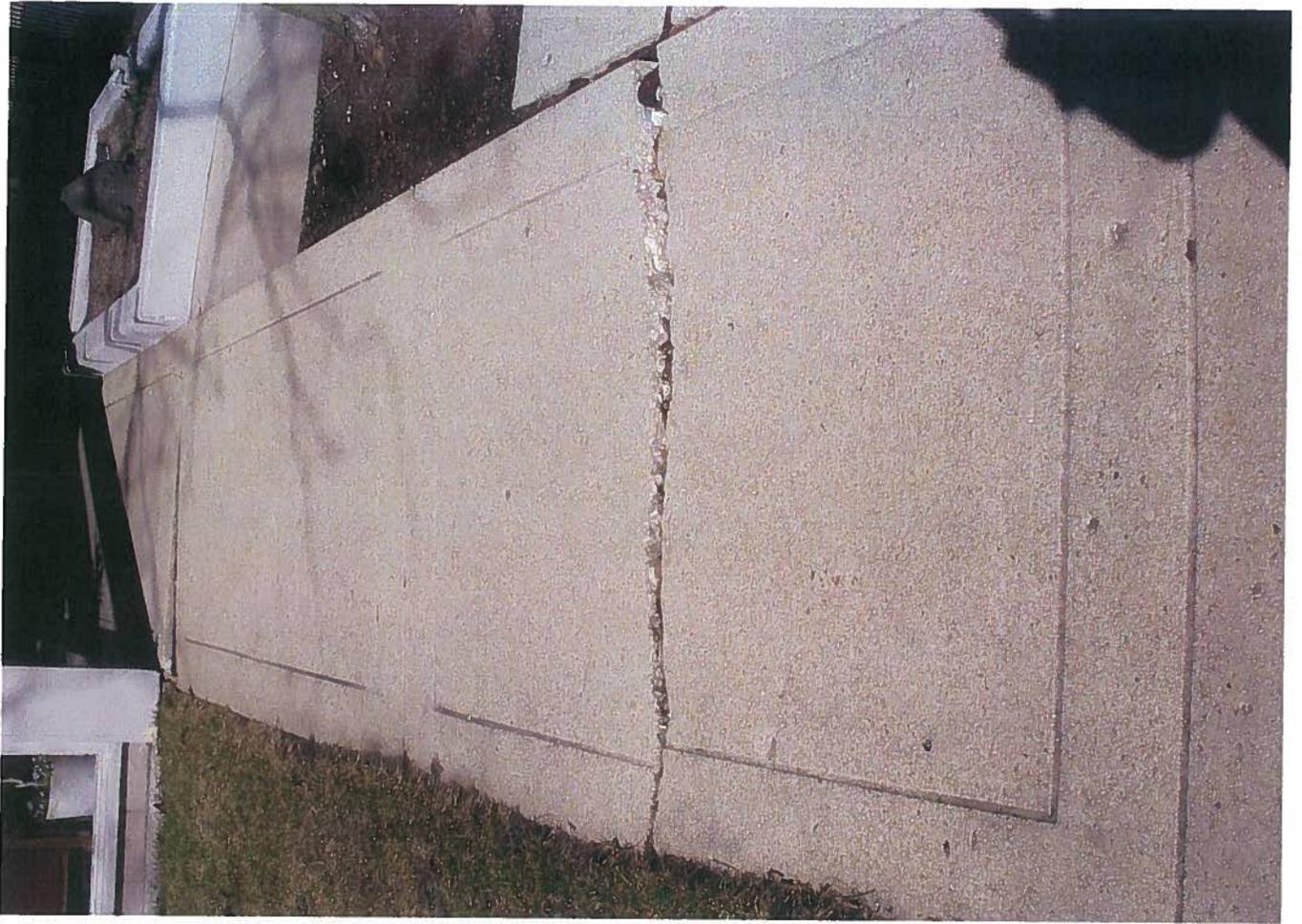
ROGERS HAIR DESIGNERS
RESTAURANT LAS MARIS

sbt

Suburban Bank & Trust



Sidewalk Gap



Damaged Private Walk

Chairman Burdett asked if the ARC could consider landscaping to which Planner Stegall stated landscaping is in the ARC's purview to consider.

The ARC discussed these additional windows, proposed shutters and possible landscaping and agreed the addition of the windows is appreciated, the shutters will be a nice detail and foundation planting, according to the Village's guidelines, would be good to add. The petitioner stated the entire lot will be landscaped.

Commissioner Thompson made a motion to recommend approval of the Exterior Appearance of 526 N. Main Street with the addition of the proposed shutters. Chairman Burdett stated he wanted to a condition encouraging the petitioner to install foundation plantings along the southern building wall and the other Commissioners generally concurred with this suggestion. The updated motion was seconded by Commissioner Albrecht and carried unanimously by a vote of 5-0. Commissioner Wilson recused himself in this matter as he is doing work for the applicant on the interior of the building.

5. Public Hearing – 650 Roosevelt Road, Pickwick Shopping Center – Exterior Appearance and Sign Variations.

Commissioner Dickie made a motion to open a Public Hearing on 650 Roosevelt Road at 7:55 p.m. The motion was seconded by Commissioner Draths and carried unanimously by a vote of 6-0.

Planner Stegall was sworn in and then gave background on this project as petitioner Madison Corporate Group has requested Exterior Appearance and Sign Variation approvals for the proposed renovation of that portion of the Pickwick Place shopping center, located at 650 Roosevelt Road. The property is located on the north side of Roosevelt Road between Park Boulevard and Nicoll Avenue in the C3 Service Commercial zoning district. She stated some of the changes would be to convert the two-story portion of the building to a one-story building, raise ceiling heights, increase the depths of some of the tenant spaces and add a window to the south elevation. These changes should make the building more attractive to potential tenants and allow the petitioner to attract higher quality tenants. Four sign variations are being requested as part of the project and she reviewed these variations with the Commission. Planner Stegall noted that the Staff Report explains that staff does not believe that the proposed signage and awnings comply with the Village's Appearance Review Guidelines.

Architect David Kennedy with PPK Architects was sworn in and stated the petitioner is excited about the proposed improvements. He stated the building was constructed in 1963 and was used by office tenants. He stated the proposed project is to make the building more marketable to new tenants, possibly retail tenants or restaurant tenants. He stated that since the building is located in a floodplain, per FEMA regulations, the petitioner needs to keep the total costs of the shell improvements to 50% of the assessed valuation of the building. Therefore, the petitioner is being pragmatic with what they are proposing.

Architect Kennedy showed pictures of the current building and parking lot and pictures of what the renovated building would look like. He stated the shrubbery around the edge of the parking

lot helps to shield the cars in the lot and this shrubbery will remain, even with the addition of a carriage walk. He stated the idea is one primary tenant in the southwest corner on the mid-level and then two or three tenants in the L-shaped building which would become one level. He stated there is an adjoining party wall with the building on the west so that does determine structure.

Architect Kennedy showed pictures of the site plan/floor plan which showed the proposed changes. He stated they will go straight up with the new roof structure so there will be 15-foot ceilings inside the building. He stated there would be a covered deck which would be a good amenity for a potential tenant, and the petitioner sees this as a possible outdoor café for a potential restaurant tenant. He stated the petitioner is planning to remove the outside outdoor elevator as it is no longer needed and would construct a new stair in its place to go from the mid-level to the lower level. The L-shaped portion of the building would house possibly three tenants with three separate entrances. He stated that the sidewalk would be extended in front of the north storefront to ensure access and would be made of permeable pavers. He stated good retail depth for a building is usually 55 to 75 feet, but this building will still only be about 29 feet in depth after the renovation.

Architect Kennedy stated the current parking lot is striped now and meets the ordinance with 19-foot deep spaces. He stated that the petitioner plans to seal-coat the lot and then restripe the lot so you can see which way the traffic will flow. He stated they will also add two spaces to the proximity parking.

Architect Kennedy stated there will be a large clear-glass window with a new aluminum sunshade above the window added to the south elevation. He stated that above the window would be stone to match the existing façade that would be raised to the upper level. He stated there would be a large metal screen on the roof to hide any mechanical equipment. He stated the central massing of the building would remain the same as the building is still a two-story building with the upper level deck remaining as a curtain wall. He stated when you walk into the new space, you will have a ceiling of nine and a half feet directly above you and then as you walk further into the space, the ceiling will go up to 19 feet after the second level is removed. He stated the building will have a two-story look with the front being a little lower. He stated they will extend awnings over the deck to protect the lower walkway. He stated the upper level canopy will remain as it provides protection for the new stairway and allows location for a sign if there is a corner tenant. He stated they will maintain the windows on the north elevation and will do some minor window repairs and brick cleaning. He stated they will raise the elevation on the west and are proposing a cement-stucco look. He stated the upper portions of the building will be all glass of three different types: Spandrel on the upper windows, grey-tinted glass on the middle windows and clear glass on the lower windows. He stated there will be an awning on the L-shaped building to protect the walkway. Architect Kennedy showed examples of the proposed color chips, permeable pavers, awnings, glass panels, stonework and stucco.

Architect Kennedy stated they will keep and maintain any landscaping currently planted, and any landscaping that is damaged during the renovation will be replaced. He stated they do not have a specific landscape plan; however, all the landscaped areas on the site are planted now and will remain that way.

Architect Kennedy showed examples of the signage and stated they have a good solution to the signage so it can be prominent and appropriate. He stated the intent of the signage is to be classy and understated while being very visible. He stated the signage will follow the color scheme of the building so the signs will be a dark grey background with white letters and will stand between the columns so the signs will have the look of panel signing but with individual letters. He stated the signs will be centered above a tenant's entrance and project above the canopy and not the roof so the signs would meet the Village's signage guidelines.

Commissioner Albrecht asked about the possible sidewalk paver pattern to which Architect Kennedy stated the pattern has not been determined yet, but it would be a simple pattern.

Commissioner Thompson asked if a landscape plan is required to which Planner Stegall stated it is required if any changes are proposed to the landscaping and that Staff has encouraged the petitioner to enhance the landscaping on the site and to submit a landscape plan. Planner Stegall stated the petitioner would like to keep the landscaping as is so no plan was required.

Commissioner Thompson asked if there should be a tree-protection plan to which Planner Stegall stated it would be submitted with the building permit application to show what measures the petitioner would take to protect the trees. Commissioner Thompson asked if additional bollards or planters are required for pedestrian protection on the walkway to which Planner Stegall stated they have discussed this with the petitioner as an additional safety precaution to separate the vehicle traffic.

Commissioner Wilson asked if there is a construction plan as this is an active area during construction to which Architect Kennedy stated this is a concern so the contractor is looking at plans now, and the entrance can be blocked when construction starts as well as constructing a fence. Commissioner Wilson asked if there will be enough parking to which Architect Kennedy stated the overall site plan has enough parking. Planner Stegall stated the number of parking spaces on the property is non-conforming and because the lots are divided up with each building on a lot, the parking gets calculated separately for zoning purposes. Planner Stegall stated this is an existing non-conforming parking situation for this building, and if the building continues to be used for retail purposes, this is grand-fathered in and is able to continue for now. If any of the units are ultimately occupied by other uses, such as a restaurant, the parking will need to be looked at closer and it is possible, the petitioner may need to receive approval of a parking variation. Commissioner Wilson asked if it is necessary for the shopping center identification sign to remain out front to which Tom Eilers, Jr. from the Madison Corporate Group, owner of the Pickwick Place Shopping Center, stated the shopping center identification sign would remain as some of the signs are for tenants in other buildings.

Chairman Burdett stated they should extend the sidewalk along Roosevelt Road to make it as deep as they can, six feet if possible. Architect Kennedy stated they show a five-foot walkway as of now, and if they extend the walkway to six feet, that would be the maximum depth so they can maintain the landscaping and plants. Planner Stegall stated there has been considerable discussion at the Staff level about the sidewalk/carriage walk. The Roosevelt Road streetscape plan shows a carriage walk in this area. IDOT may likely require the additional foot. Other issues to consider with the location and design of the sidewalk include an existing street light in

the area and the difficulties with maintaining a narrow strip of grass between the street and sidewalk.

Chairman Burdett asked about the possibility of installing a metal canopy on the northern building similar to the one on the southwest portion of the building to which Architect Kennedy stated there are two reasons for this as the fabric awning was a better tie-in to the rest of the center and if they tried to do all metal awnings, it would push the construction costs above the 50% FEMA threshold. Architect Kennedy stated the petitioner likes the introduction of color and that it adds character. Chairman Burdett referred to Mr. Pointner's report which recommended that the ends and backsides of the awnings be covered in fabric to which Architect Kennedy stated they respectively disagree due to wanting the view open in order to see the view of the upper level and to keep the snow and rain from collecting on these awnings.

Commissioner Dickie asked what the mechanical screen would be made out of to which Architect Kennedy stated it would be an aluminum panel with a tight louver.

Architect Kennedy stated there is various rooftop equipment that sits on the L-shaped portion of the building. He stated they will go from about 12 tenants to three tenants so there will be only three rooftop units which will be larger, and they are unsure where those rooftop units will go so the intent is for each tenant to have a rooftop screen to match the initial one. The existing unscreened equipment will remain until the new tenants move in at which time the rooftop equipment for these spaces will be replaced and the new equipment will be screened.

In regard to parking lot lighting, Architect Kennedy stated they will keep the upper-level canopy which already has a wired light fixture which will be replaced with the existing power source so it becomes the light level for the parking lot. He stated they are proposing one additional wall-mounted light fixture in the upper canopy, and there is already a pole light in the parking lot. The sign mounted light fixture shown on the Commission's plans will not be installed.

No members of the public commented on the requested sign variations.

At 8:52 p.m., Commissioner Wilson made a motion to close the Public Hearing. The motion was seconded by Commissioner Dickie and carried unanimously by a vote of 6-0.

Chairman Burdett stated they would discuss the proposed Exterior Appearance changes first and then the proposed Sign Variations.

Commissioner Draths stated she appreciates the canopy, but it might be better to have the same colors and same types of awnings that they have in the rest of the shopping center. She stated some additional landscaping would be good. She asked if the mechanical equipment would be changed when they have tenants to which Mr. Eilers stated it would be. Commissioner Draths stated she agreed with Public Works that to put a foot of grass by the carriage walk would be pointless as it would be labor-intensive and it may be a moot point if IDOT needs the carriage walk to be six feet wide. She definitely does want the sidewalk put in.

Commissioner Thompson stated she likes the awnings and thinks it will complement the overall building. She encouraged the petitioner to submit a landscape plan, and she appreciates that the petitioner wants to protect the landscaping that is there. She stated she would like to see bollards, planters or something similar on the north sidewalk as a pedestrian safety pre-caution. She stated she would like to see the carriage walk on Roosevelt Road be as wide as possible. She stated she likes the thought of the permeable pavers and the color of the pavers, but would like to see more modern permeable pavers as the paver samples presented have already begun to age and the building has a modern feel.

Commissioner Wilson stated he likes the proposed building plan and the use of the big signs. He asked if there were any tenants yet to which Mr. Eilers answered there were not. Mr. Eilers stated they would like a possible restaurant in the south portion as well as a high-end retailer.

Commissioner Dickie stated he likes the awnings and the differences in the awnings as it adds color. He agrees with the additional landscaping and to having bollards as pedestrian protection. He stated he understands they will address the mechanical screening when additional tenants come in.

Commissioner Albrecht stated she likes the proposed building plan as it will keep the basic soul of the building while making great updates. She stated she likes the idea of bollards or planters as long as they are not massive. She stated the carriage walk needs to be user-friendly. She stated they should keep whatever landscaping they can. She stated she likes the canopy and awnings.

Student Commissioner Burket stated he likes the design of the building as it will be an improvement. He stated he would like to see some kind of pedestrian safety measure added to both the carriage walk and the interior sidewalk. He stated he likes the canopy and does not think it needs to match as it is a good contrast.

Chairman Burdett stated he especially likes the southwest building. He stated he would prefer the canopy to the awnings which would also be consistent with the rest of the center. He stated the carriage walk should be as wide as possible. He stated he does want them to restore any landscaping which is destroyed. He stated he does think bollards or planters are needed as a pedestrian safety measure for the interior sidewalk. He stated the Staff Report mentioned a damaged part of the walkway between the building and Roosevelt Road carriage walk which should be fixed.

Commissioner Draths stated she appreciated Staff's suggestions about the proposed signage. She stated there should be a condition on the signage for the southwest tenant not to exceed 35 square feet.

Commissioner Thompson stated she agrees with the signage as shown and that a motorist should be able to see the signage from a vehicle. She stated it is interesting that the signage is different.

Commissioner Wilson stated he is fine with the signage.

Commissioner Dickie stated he concurs with the other Commissioners and there should be no mega signs.

Commissioner Albrecht stated she likes the signs in-between the structures and the sign placements look good.

Student Commissioner Burket stated he likes the design and color of the signs. He stated there should be a size limit so there will not be just one big sign.

Chairman Burdett stated there is a hardship with the location of the building and the need for visibility and he is in favor of the proposed signage. He stated he likes the lettering above the canopy and the signs should have a size limit of 35 square feet.

Planner Stegall stated it seems the ARC is in favor of a size cap of 35 square feet on the signage as well as additional landscaping on the property and safety precautions for the pedestrian walkway and wondered if the ARC wants to see revised plans on these additional pieces. After some discussion, Chairman Burdett stated the ARC would like to see a landscaping plan and pedestrian safety measures shared in an information packet in case of any concerns but that they could otherwise be reviewed and approved by staff. Chairman Burdett stated the ARC would like to add three conditions to the approval motion: a landscape plan, pedestrian safety for the interior sidewalk in the form of planters, bollards or another similar mechanism and a cap for any single sign on the southwest building to not exceed 35 square feet.

Commissioner Draths moved, seconded by Commissioner Albrecht, to recommended approval of the exterior appearance and sign variations for the proposed renovation of the front L-shaped building in the Pickwick Place shopping center located at 650 Roosevelt Road, based on the following findings of fact for the requested sign variations.

In regard to the requested variation to allow 2 primary signs on the corner unit closest to Roosevelt Road in lieu of the maximum number of one primary sign permitted the Commission found that:

1. The requested variation conforms to the Statement of Purpose in the Glen Ellyn Sign Code because it will allow the future tenant to effectively communicate its location, the additional sign will not confuse, obstruct or distract motorists or pedestrians, the proposed sign would be compatible with other signage in the area and it will not add unnecessary visual clutter to the streetscape.
2. The requested variation will not alter the essential character of the locality because similar variations have been granted for other properties in the past and the second sign will not be incompatible with the architecture of the building.
3. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Sign Code because based on the design of the building and the locations of the surrounding buildings, it is not possible to place one sign on the unit that would be visible to both eastbound and westbound traffic.

4. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because a tenant in the southwest corner of the building would be at a marketing disadvantage if approximately 50% of the traffic volume could not see the sign.
5. The plight of the owner is due to unique circumstances because the site constraints are due to existing conditions including the proximity of the adjacent building to the west and the setback and specifics of the building configuration.

In regard to the petitioner's request to allow 50 square feet of primary signage for the corner unit closest to Roosevelt Road in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted, the Architectural Review Commission found that:

1. The requested variation conforms to the Statement of Purpose in the Glen Ellyn Sign Code because it will allow the future tenant to install two signs of sufficient size to effectively communicate their location and it will not be of such a size so as to add unnecessary visual clutter to the streetscape or be incompatible with the building.
2. The requested variation will not alter the essential character of the locality because the size and scale of signage would be compatible with the building.
3. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Sign Code because the request is due to the hardship imposed by the existing size of the building footprint and configuration of the building. The flexibility in retail leasing demands that this space is allowed to be divided into two units and if the space is divided into two units, the permitted square footage of signage would not be practical or provide sufficient visibility for the user to attract good tenants.
4. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because the flexibility in retail leasing demands that this space is allowed to divide into two units and if the space is divided into two units, the permitted square footage of signage would not be practical or provide sufficient visibility for the user to attract good tenants.
5. The plight of the owner is due to unique circumstances because the southwest corner unit in the building is unique in that it is very close to the street and is a small tenant space. However, it must be able to be divided to give the corner flexibility of leasing in this recessionary economy. The requested sign area is needed due to conditions that cannot be changed.

In regard to the petitioner's request to allow up to 30 square feet of primary signage for the remaining tenants in the building in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted, the Architectural Review Commission found that:

1. The requested variation conforms to the Statement of Purpose in the Glen Ellyn Sign Code because the size of the signs is respectful to nearby property owners and will not have an adverse impact on the environment or public welfare.
2. The requested variation will not alter the essential character of the locality because the proposed signage is compatible with the building style and character with horizontal emphasis and will not negatively impact the neighboring aesthetics. In addition, the degree of the requested variation is minimal.
3. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Sign Code because the existing structural bay width and the required sign lettering height calls for sign bands to span between columns.
4. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because a smaller sign would not allow for adequate visibility.
5. The plight of the owner is due to unique circumstances because the additional requested sign area is due to the column bay widths and the proposed architectural solution to span the signs between columns. The design scheme being proposed gives the petitioner little area for visible signs.

In regard to the petitioner's request to allow two address signs with areas of 8 square feet each in lieu of the maximum area of 2 square feet permitted for each address sign, the Architectural Review Commission found that:

1. The requested variation conforms to the Statement of Purpose in the Glen Ellyn Sign Code because the size of the address signs is needed for legibility. This is a clear and efficient use of signage to identify the building. In addition, these signs are a public convenience and not for the benefit of an individual person.
2. The requested variation will not alter the essential character of the locality because the signs fit in with the building style and would not alter the character of the neighborhood. Since the building is not large enough for a national tenant, it is identified by the address, not by anchor tenants.
3. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Sign Code because the unique hardship is due to the shape of the building, location of the building on the site, the speed and direction of traffic and the need for the address signage to be visible to both eastbound and westbound traffic.
4. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is

located because due to the shape of the building, location of the building on the site and the speed and direction of traffic, the address signage needs to be visible to both eastbound and westbound traffic.

5. The plight of the owner is due to unique circumstances because the two 8 square foot address signs are needed due to the unique location of the building on the site and the need to have address signage that is visible to both eastbound and westbound traffic.

And subject to the following conditions:

- A. The project shall be constructed and maintained in substantial conformance with the plans as submitted and the testimony presented at tonight's meeting.
- B. The petitioner shall replace the existing shrubs along Roosevelt Road with similar shrubs that will continue to shield the view of the parking lot. The species and location shrubs shall be reviewed and approved by Village staff prior to the issuance of a building permit.
- C. The width of the planned carriage walk along Roosevelt Road shall be increased from 5-feet to 6-feet or otherwise designed as may be required by the Public Works Department.
- D. The damaged private walkway located in between the building and the Roosevelt Road sidewalk shall be repaired or replaced.
- E. A revised landscape plan shall be submitted for review and approval by Village staff and shall be shared with the ARC via an informational packet.
- F. A plan for pedestrian safety measures such as bollards or planters for the interior sidewalk in front of the northern wing of the building shall be submitted to and reviewed and approved by Village staff and shared with the ARC via an informational packet.
- G. There will be a size cap of 35 square feet for the signage on the southwest building.

The motion was seconded by Commissioner Albrecht and carried unanimously by a vote of 6-0.

6. Public Comments

There were no Public Comments.

7. Chairman's Report

None.

Village Of Glen Ellyn

Ordinance No. _____

**An Ordinance Granting Exterior Appearance and Sign Variation Approvals
for the Building in the Pickwick Place Shopping Center
known as 650 Roosevelt Road
Glen Ellyn, IL**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This ____ Day of _____, 20 ____.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this ____
day of _____, 20 ____.

Ordinance No. _____

**An Ordinance Granting Exterior Appearance and Sign Variation Approvals
for the Building in the Pickwick Place Shopping Center
known as 650 Roosevelt Road
Glen Ellyn, IL**

Whereas, the Madison Corporate Group, owner of the Pickwick Place shopping center, is requesting exterior appearance and sign variation approvals for the proposed renovation of the “front” L-shaped building in the shopping center known as 650 Roosevelt Road; and

Whereas, to accommodate the project, the petitioner is specifically requesting approval of the following:

1. Exterior appearance approval in accordance with the Appearance Review Guidelines, Ordinance 5508.
2. The following variations from the Glen Ellyn Sign Code:
 - a. A variation from Section 4-5-12(E)1 to allow up to 2 primary signs on the corner unit closest to Roosevelt Road in lieu of the maximum number of one primary sign permitted.
 - b. A variation from Section 4-5-12(B)2 to allow up to a total of 50 square feet of primary signage for the corner unit closest to Roosevelt Road in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted (as little as 23 square feet).
 - c. A variation from Section 4-5-12(B)2 to allow one primary sign up to 27 square feet in size for each of the tenants in the 19’ 2” tall portion of the building in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted (as little as 24 square feet).
 - d. A variation from Section 4-5-8(A) to allow two address signs with areas of 8 square feet each in lieu of the maximum area of 2 square feet permitted for each address sign; and

Whereas, the subject property is located on the north side of Roosevelt Road between Park Boulevard and Nicoll Avenue in the C3 Service Commercial zoning district and is legally described as follows:

LOTS 23, 24 AND 25 (EXCEPT THOSE PORTIONS OF LOTS 23, 24 AND 25 TAKEN FOR HIGHWAY PURPOSES, DESCRIBED IN CASE NO 88ED152) IN BLOCK ONE IN ROOSEVELT GARDENS HOMESITES BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1921 AS DOCUMENT NUMBER 148152, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-14-419-050; and

Whereas, following due and proper publication of notice in the *Daily Herald* not less than fifteen (15) nor more than thirty (30) days prior thereto, the Architectural Review Commission conducted a public hearing to consider the requested Sign Variations on March 14, 2012; and

Whereas, at the March 14, 2012 public meeting and hearing of the Architectural Review Commission, the petitioner presented evidence, testimony, and exhibits relative to the requests for Exterior Appearance and Sign Variation approvals and no persons spoke either in favor of or in opposition to the requests; and

Whereas, based upon the evidence, testimony, and exhibits presented at the March 14, 2012 Architectural Review Commission public meeting and hearing, by a vote of six (6) "yes" and zero (0) "no", the Architectural Review Commission recommended approval of the proposed Exterior Appearance and requested Sign Variations as set forth in the minutes of the March 14, 2012 Architectural Review Commission, a draft of which is attached hereto as Exhibit "A"; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the March 14, 2012 public meeting and hearing of the Architectural Review Commission and have considered the recommendation of the Architectural Review

Commission; and

Whereas, the President and Board of Trustees have determined that approving the proposed Exterior Appearance and requested Sign Variations of the project is consistent with the objectives of the Glen Ellyn Appearance Review Guidelines, Ordinance 5508 and the purpose of the Glen Ellyn Sign Code.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: Based upon a review of the evidence, testimony, and exhibits presented at the March 14, 2012 Architectural Review Commission meeting and hearing, the Village President and Board of Trustees hereby grant the requested Exterior Appearance and Sign Variation approvals referenced herein above to allow the proposed renovation of the “front” L-shaped building in the Pickwick Place shopping center known as 650 Roosevelt Road subject to substantial conformance with the following conditions:

- A. The project shall be constructed in substantial conformance with the testimony presented at the March 14, 2012 Architectural Review Commission meeting and hearing, including the following plans and documents in the petitioner’s application packet stamped received March 20, 2012, as though they were attached to this Ordinance:
1. Letter from Thomas Eilers dated January 19, 2012
 2. Exterior Appearance Application dated December 15, 2011
 3. Conformance with Appearance Review Guidelines dated February 28, 2012
 4. Application for Sign Variation filed January 19, 2012
 5. Evidence Relating to Sign Code Standards for Variation dated February 28, 2012
 6. Narrative Statement/Use Description dated February 28, 2012
 7. Quantitative Summary dated February 28, 2012
 8. List of Variations/Deviations dated February 28, 2012
 9. Practical Difficulties/Hardship (Sign Variation) dated February 28, 2012
 10. Site Plan/Floor Plan dated February 28, 2012
 11. Pictures of Existing Landscaping dated February 28, 2012
 12. South and East Building Elevations/Sections dated February 28, 2012
 13. West and North Building Elevations dated February 28, 2012
 14. Color Rendering (Sheet SK1) dated February 28, 2012
 15. Color Rendering (Sheet SK2) dated February 28, 2012

16. Color Rendering (Sheet SK3) dated February 28, 2012
17. Color Rendering (Sheet SK4) dated February 28, 2012
18. List of Building Materials/Colors revised March 14, 2012
19. Type B Light Fixture Cut Sheet (no date)
20. Fixture C Light Fixture Cut Sheet (no date)
21. Photometric Plan (no date)
22. Sign Plan and Sign Elevations dated February 28, 2012
23. Sign Table Lettering Size (no date)
24. Sign Table Sign Frame (no date)

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Planning and Development Department.

- B. The petitioner shall replace the existing shrubs along Roosevelt Road with similar shrubs that will continue to shield the view of the parking lot. The species and location of shrubs shall be reviewed and approved by Village staff prior to the issuance of a building permit.
- C. The width of the planned carriage walk along Roosevelt Road shall be increased from 5-feet to 6-feet or otherwise designed as may be required by the Public Works Department.
- D. The damaged private walkway located in between the building and the Roosevelt Road sidewalk shall be repaired or replaced.
- E. If two signs are installed on the corner unit closest to Roosevelt Road, neither sign shall exceed 35 square feet in area.
- F. The petitioner shall enhance the existing landscaping on the property by installing new plant materials in the grassy area in front of the building and enhancing the landscaping in the various planters and landscape islands on the site to more fully fill up the space and provide additional seasonal color and interest. Prior to the issuance of a building permit, a revised landscape plan illustrating the proposed location, type and size of all proposed plant materials shall be reviewed and approved by Village staff who shall share the revised plan with the Architectural Review Commission as an informational item.
- G. The plans shall be amended to include additional pedestrian safety measures, such as bollards or planters, between the driveway aisle and pedestrian walkway on the north end of the site. A revised plan detailing the proposed pedestrian safety measures to be used shall be reviewed and approved by Village staff who shall share the revised plan with the Architectural Review Commission as an informational item.

Section Two: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Exterior Appearance and Sign Variations approved herein provided that all the conditions set forth hereinabove have been met and that the applicant

complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of Exterior Appearance and Sign Variation approvals shall expire and become null and void within 24 months of the date of this Ordinance unless the requisite permits are applied for within said time period provided, however, that the Village Board, by motion, may extend the period during which a building permit must be applied for. Further, the Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return to the Architectural Review Commission for further review.

Section Three: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Four: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18 (A) and (B) of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ___ day of _____.)

X:\PlanDev\PLANNING\DEVELOPMENT PROJECTS\Roosevelt\Roosevelt 650-690, Pickwick\Front Building\Ordinance.doc

MADISON CORPORATE GROUP, INC.

REAL ESTATE INVESTMENT - MANAGEMENT & LEASING - DEVELOPMENT

650 Roosevelt Road, Suite 204, Glen Ellyn, IL 60137-5840
MADGRP@AOL.COM (630) 875-5705 FAX: (847) 446-1815

January 19, 2012

Ms. Michele Stegall
VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, Illinois 60137



Dear Ms. Stegall

Enclosed with this note are the items listed on the attached schedule for our application to renovate the exterior of the Pickwick building known as the 650 Roosevelt Road Professional Building.

The renovation concept is explained in the Project Narrative prepared by PPK Architects. In this note I will comment on two items.

Parking Requirement/Easement

In the Project Narrative, Mr. Kennedy has mentioned that currently there are 19 parking spaces on the site; but with restriping, there will now be 24 parking spaces on this parcel. The new design will actually result in the area of this building being reduced from approximately 10,900 square feet to 7,600 square feet (by elimination of the second floor). The precise number of spaces eventually required will be determined by the future tenants and their uses.

Accordingly, we are suggesting that when the additional required parking can be determined (once the stores are leased) then we will grant an ingress/egress and parking easement on one of the adjacent parcels also owned by Pickwick so that the required parking will remain in compliance for all uses on all parcels.

Ms. Michele Stegall
January 19, 2012

Page Two

If the Village would like to see a draft of this easement in the event it may be required, we would be pleased to have our attorney prepare this draft with the number of spaces left open until the required number is determined by eventual tenant occupancy.

Construction Schedule

With reference to construction schedule, if this project is approved by the Village, it is our intention to immediately authorize Mr. Kennedy to prepare working drawings so that construction can begin as soon as possible this Spring. It is anticipated construction will take approximately six months.

Referring again to the Project Narrative, in our opinion, Mr. David Kennedy has done a remarkable job in both respecting the International Style of this building while at the same time, coordinating certain design elements to tie the building into the overall Pickwick profile.

Michele, thank you very much for your assistance in helping us present this renovation concept to the Village. If there should be any questions, please feel free to contact me by email or on my cell, 630-240-6010.

Most cordially,
MADISON CORPORATE GROUP, INC.



Thomas D. Eilers
Partner

**Village of Glen Ellyn
Planning and Development Department**

Project Submittals List

Subject: PICNICK GSO BUILDING Date: _____
 Address: GSO ROOSEVELT RD.
 PIN(s): _____

LIST OF ATTACHMENTS

Applications/Fees/Escrow	(X) If required	Fee
1. Special Use Permit	_____	_____
2. Special Use for a Planned Unit Development	_____	_____
3. Subdivision	_____	_____
4. Exterior Appearance	_____	_____
5. Zoning Variations	_____	_____
6. Sign Variations	_____	_____
7. Stormwater (values & tabs format)	_____	_____
8. Other	_____	_____
9. Escrow	_____	_____

Submission Materials

	Yes	No
10. Cover Letter Listing Attachments	_____	_____
11. Narrative Statement/Use Description	_____	_____
12. Proof of Ownership	_____	_____
13. Disclosure of Interest	_____	_____
14. Affidavit of Authorization	_____	_____
15. Reimbursement of Fees Agreement	_____	_____
16. Quantitative Summary	_____	_____
17. List of Variations/Deviations	_____	_____
18. Practical Difficulties or Particular Hardship (sign variations)	_____	_____
19. Plat of Survey/Legal Description	_____	_____
20. Existing Conditions Plan	_____	_____
21. Surrounding Conditions Plan	_____	_____
22. Site Plan	_____	_____
23. Landscape Plan	_____	_____
24. Tree Survey & Analysis	_____	_____
25. Building Elevation Drawings (4-sides)	_____	_____
26. Color Rendering	_____	_____
27. Floor Plan WITH SITE PLAN	_____	_____
28. List of Building Materials and Colors	_____	_____
29. Material & Color Samples (bring to meeting)	_____	_____
30. Light Fixture Cut Sheets	_____	_____
31. Photometric Plan	_____	_____
32. Sign Elevations	_____	_____
33. Sign Plan	_____	_____
34. Trash Enclosure/Exterior Equipment/Fences/Screening	_____	_____
35. Plat of Consolidation	_____	_____
36. Preliminary Plat of Subdivision	_____	_____
37. Final Plat of Subdivision	_____	_____
38. Final Site Plan (if two step review)	_____	_____
39. Traffic Impact Study	_____	_____
40. Grading Plan (if 1,500 sq. ft. or more area is disturbed)	_____	_____
41. Utilities Plan	_____	_____
42. Road Plans/Details	_____	_____
43. Public Improvements List	_____	_____
44. Public Improvements Cross-sections	_____	_____
45. Deed/Easement Agreements	_____	_____
46. Statement of Compliance/Engineer's Certification	_____	_____
47. Construction/Phasing Schedule IN COVER LETTER	_____	_____
48. Letters from Governmental Units/Developer's Donations	_____	_____
49. Letter of Authorization to Record Plats	_____	_____
50. Land Use Opinion (Kane-DuPage S & WCD)	_____	_____
51. Environmental Impact Study	_____	_____
52. IDNR Endangered Species Consultation	_____	_____
53. Soil Boring/Seepage Test Covenants, Conditions, Restrictions	_____	_____
54. Petition for Annexation	_____	_____
55. Annexation Agreement	_____	_____
56. Plat of Annexation	_____	_____
57. Other: _____	_____	_____
58. Other: _____	_____	_____

**EXTERIOR APPEARANCE REVIEW
APPLICATION**

Please complete and return this form to the Planning and Development Department, 535 Duane St.,
Glen Ellyn, IL 60137. If you have questions, please phone: 630.547.5250

I. APPLICATION INFORMATION:

- A. Date Filed: December 2011 B. Application No. _____
- C. Project Name: Pickwick Place - 650 Roosevelt
- D. Project Description: Facade Renovation
- E. Address of Property: 650 Roosevelt Road, Glen Ellyn, IL 60137
- F. Permanent Index No.: 5-14-419-050 G. Zoning: _____
- H. Name of Applicant: Madison Corporate Group, Inc. / Tam Eilers Jr.
- I. Address of Applicant: 650 Roosevelt Road, Suite 204, Glen Ellyn, IL 60137
- J. Phone No. (Business): 630 858 5205 (Cell) 847 910 2017 (Home)
- K. Fax No. (Business): 847 446 1815 (Home) NA
- L. E-mail Address of Applicant: MADISONCORPORATEGROUP@GMAIL.COM
- M. Name of Property Owner: Pickwick Associates Limited Partnership
- N. Address of Property Owner: 650 Roosevelt Road, Suite 204, Glen Ellyn, IL 60137
- O. Phone No. (Business): 630 858 5205 (Cell) 847 910 2017 (Home)
- P. E-Mail Address of Property Owner: MADISONCORPORATEGROUP@GMAIL.COM

II. CONFORMANCE WITH APPEARANCE REVIEW GUIDELINES:

(You may attach separate sheets as needed to answer any of the following questions)

- Q. Please explain why the proposed architectural style was chosen. See attached
- R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: see attached
- S. Please explain how the project complies with the Appearance Review Guidelines: see attached
- T. Please explain why any deviations from the Appearance Review Guidelines are proposed: see attached

Signature: _____

Date: 12/15/2011



perkins pryde + kennedy

444 N. Main Street - Suite 200
Glen Ellyn, IL 60137
Ph: (630) 400-0900
Fax: (630) 400-0871
www.ppkarchitects.com

Conformance with Appearance Review Guidelines FROM APPEARANCE REVIEW APPLICATION

February 28, 2012

650 Roosevelt Road: Building Renovation

Q. Architectural style:

The style for our proposed addition to the existing structure was selected to try to match/ blend in with the existing architecture. This building is similar to the International Style that was influential in commercial buildings in the U.S. in the mid 1930's-1960's. The modern, clean lines of the style are repeated in the proposed addition and new storefront.

R. Surrounding building style:

The building is in the Pickwick Plaza shopping center and the adjacent Pickwick buildings have face brick, stone accents and use fabric awnings along the shopping arcade. The other buildings along Roosevelt Road vary between brick and EIFS, with no consistent design or style for the retail and other business structures in the vicinity.

S. Compliance with Architectural Review Guidelines:

The following design features are incorporated into the project and are in compliance with the Guidelines:

- The proposed addition/ renovation is compatible with the design of existing building.
- We are keeping (protecting) the existing trees on the site
- We are adding permeable pavers to the site and reducing the asphalt/ concrete area.
- Colors are muted and compliment each other
- The existing landscaping enhances the building and screens some of the parking from the street
- The signage is designed to be readable and to enhance the architecture.
- There is design continuity for this highway oriented commercial building.
- We are adding a walk along Roosevelt Road for pedestrian connection along the site and to continue the Roosevelt Road streetscape.

T. Deviations from Architectural Review Guidelines:

The Village's Architectural Consultant, Mr. Pointner, has suggested that our proposed signs at the southwest corner of the building deviate from Guideline 2.4.6 which states that wall mounted signs shall not rise above the roof plane. Please note the following with regard to these signs:

- We believe that these signs do follow the spirit of the guidelines due to the fact that they are not wall mounted signs and rise above the lower canopy, not the upper roof. The signs will be seen (from many vantage points) with the upper level of the building as a back drop.
- In our opinion, they are compatible with the style of the building.
- The Owner believes that this signage is very important to attract tenants to justify the investment, especially in this recessionary economy.

VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, Illinois 60137
(630) 547-5250

APPLICATION FOR SIGN VARIATION

Note to the Applicant: This application should be filed with, and any questions regarding it, should be directed to the Director of the Village Planning and Development Department.

The undersigned hereby petitions the Village of Glen Ellyn, Illinois, for one or more variations from the Glen Ellyn Sign Code, as described in this application.

I. APPLICANT INFORMATION

Name: MADISON CORPORATE GROUP
Address: 650 ROOSEVELT RD., SUITE 204 GLEN ELLYN, IL. 60137
Phone No.: 630-858-5205 Fax No.: 847-446-1815
E-mail: madisoncorporategroup@gmail.com
Ownership Interest in the Property in Question: OWNER
Name and address of the legal owner of the property (if other than the applicant):
PICKWICK ASSOCIATES LIMITED PARTNERSHIP

II. PROPERTY INFORMATION

Common address: 650 ROOSEVELT RD. Permanent tax index number: 5-14-419-050
Zoning classification: C3 Present use: RETAIL / OFFICE

III. INFORMATION REGARDING THE VARIATION(S) REQUESTED

List of the variation(s) requested, including identification of the Sign Code provisions from which the variation is sought:

4-15-12 (E) 1. PRIMARY SIGN - ONE PRIMARY SIGN PER ESTABLISHMENT
REQUESTING TWO PRIMARY SIGNS FOR S.W. TENANT

IV. EVIDENCE RELATING TO SIGN CODE STANDARDS FOR A VARIATION

The following items are intended to elicit information to support conclusions by the ARC and the Village Board that the required findings/standards for a variation have been established and met. Therefore, please complete these items carefully.

A. Standards Applicable to All Variations Requested

1. Indicate how you believe the request variation conforms to the Statement of Purpose in Section 4-5-2 of the Sign Code:

(A) EFFECTIVE COMMUNICATION - THE VARIATION IS FOR ONE ADDITIONAL SIGN, SIZED APPROPRIATELY AND FAR ENOUGH AWAY FROM THE 2ND PRIMARY SIGN

(B) PUBLIC WELFARE - THE VARIATION DOES NOT CONFUSE, OBSTRUCT OR DISTRACT VEHICLES OR PEDESTRIANS. THE 2ND SIGN IS DESIGNED TO ENHANCE THE VALUE AND AESTHETIC CHARACTER OF THE BUILDING.

2. Provide evidence that there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Sign Code:

BASED ON THE SURROUNDING BUILDINGS TO THE WEST, IT IS NOT POSSIBLE TO HAVE ONE PRIMARY SIGN VISIBLE TO BOTH EAST AND WESTBOUND TRAFFIC ON ROOSEVELT RD. THIS IS A HARDSHIP FOR A TENANT IN A PRIME LOCATION TO LOSE 50% OF THE STREET VISIBILITY.

3. (a) Provide evidence that the property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Sign Code (i.e., without one or more variations):

THE TENANT AT THE SOUTHWEST CORNER WOULD BE AT A MARKETING DISADVANTAGE IF APPROX. 50% OF THE TRAFFIC VOLUME CANNOT SEE THEIR SIGNS.

OR

- (b) Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:

THE SITE CONSTRAINTS ARE DUE TO EXISTING CONDITIONS WHICH CANNOT BE CHANGED: PROXIMITY OF ADJACENT BUILDING TO THE WEST, SETBACK AND SPECIFICS OF THE BUILDINGS CONFIGURATION.

4. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:

THE ONE ADDITIONAL SIGN WILL BE DESIGNED TO BE COSMETIC WITH THE ARCHITECTURAL DESIGN OF THE BUILDING AND SURROUNDING PROPERTIES. THE SECOND PRIMARY SIGN WILL NOT ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY, PARTICULARLY AS PART OF A MULTI-TENANT BUILDING

B. For the purpose of supplementing the above standards, the ARC, in making its recommendation that there are practical difficulties or particular hardships, may also take into consideration the extent to which the evidence establishes or fails to establish the following facts favorably to the applicant:

1. Provide evidence that the particular physical surroundings, shape or topographical condition of the property in question would bring particular hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Sign Code were to be carried out:

THE SINGLE PRIMARY SIGN WOULD BE A HARDSHIP DUE TO THE FACT THAT A TENANT CANNOT AFFORD THE LOSS OF SIGN GRAPHIC VISIBILITY, WHICH WOULD OCCUR IF ONLY ONE SIGN IS ALLOWED FOR THIS TENANT SPACE.

2. Provide evidence that the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district:

MOST OTHER PROPERTIES HAVE SUFFICIENT SETBACK TO ALLOW FOR GOOD SIGNAGE VISIBILITY

3. Provide evidence that the purpose of the variation is not based exclusively upon a desire to make more money out of the property in question:

THIS REQUEST IS TO HELP WITH THE POTENTIAL SUCCESS OF A LONG TERM TENANT. THE OWNER'S DESIRE TO CREATE A RETAIL SPACE THAT IS VALUABLE AND LEASED.

4. Provide evidence that the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property in question or by the applicant.

THE HARDSHIP AND PRACTICAL DIFFICULTY IS SOLE BASED ON THE EXISTING BUILDING AND SURROUNDING BUILDING CONFIGURATION, NOT CREATED BY AN INDIVIDUAL.

5. Provide evidence that the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property in question is located

THE SECOND PRIMARY SIGN WOULD NOT BE DETRIMENTAL TO THE PUBLIC WELFARE. THE SIGNAGE DESIGN INTENT IS MEANT TO FIT THE STYLE AND CHARACTER OF THE BUILDING. THE EXTRA SIGN WILL NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES.

6. Provide evidence that the proposed variation will not:

a. Impair an adequate supply of light and air to adjacent property;

THE SECOND PRIMARY SIGN IS MOUNTED TO THE BUILDING AND HAS NO IMPACT TO THE SUPPLY OF LIGHT AND AIR.

b. Substantially increase the hazard from fire or other dangers to the property in question or adjacent property;

THE ADDITIONAL SIGN WILL NOT CAUSE A FIRE HAZARD OR OTHER DANGERS TO THE PROPERTY; IT WILL BE DESIGNED AND INSTALLED SAFELY.

c. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village;

THE EXTRA SIGN WILL HAVE NO IMPACT ON PUBLIC HEALTH AND SAFETY.

d. Diminish or impair property values within the neighborhood;

WE BELIEVE THAT THIS VARIATION, BASED ON CAREFUL ARCHITECTURAL DESIGN, WILL ENHANCE PROPERTY VALUES IN THE NEIGHBORHOOD BY MAINTAINING VISIBLE RETAIL SPACE.

e. Unduly increase traffic congestion in the public streets and highway;

THE SIGNAGE REQUEST WILL NOT IMPACT TRAFFIC

f. Create a nuisance; or

THE EXTRA SIGNAGE WILL NOT BE A NUISANCE AS IT IS DESIGNED TO BE INTEGRATED WITH THE ARCHITECTURE

g. Results in an increase in public expenditures.

THERE IS NO REQUEST FOR PUBLIC FUNDS TO BUILD OR MAINTAIN THIS SIGN, WHICH WOULD BE ON PRIVATE PROPERTY

7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.

WE ARE ONLY REQUESTING ONE ADDITIONAL PRIMARY SIGN, ON A TENANT SPACE WITH TWO VISIBLE SIDES.

8. Please add any additional comments which you believe may assist the ARC in reviewing this application.

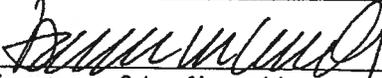
VIII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

I (We) certify that all of the statements and documents submitted as part of this application are true and complete to the best of my (our) knowledge and belief.

I (We) consent to the entry in or upon the premises described in the application by any authorized official of the Village of Glen Ellyn.

I (We) certify that I (we) have carefully reviewed the Glen Ellyn Sign Variation Request Package and applicable provisions of the Glen Ellyn Sign Code.

I (We) understand that this application will not be submitted to the Review Boards and Commissions until all items on the attached list are reviewed by Village staff.



Signature of Applicant(s)

1/19/12
Date filed

**Evidence Relating to Sign Code Standards for a Variation
FROM APPLICATION FOR SIGN VARIATION (Continuation)**

February 28, 2012

650 Roosevelt Road: Building Renovation

III. Variations Requested:

#2: VARIATION FROM SECT. 4-5-12(B)2 TO ALLOW 50 SF OF PRIMARY SIGNAGE (SW CORNER)

#3: VARIATION FROM SECT. 4-5-12(B)2 TO ALLOW 30 SF OF PRIMARY SIGNAGE (FOR REMAINING TWO)

#4: VARIATION FROM SECT. 4-5-8(A) TO ALLOW TWO ADDRESS SIGNS OF 8 SF EACH

IV. Evidence Relating to Sign Code Standards for a Variation

A. Standards Applicable to All Variations Requested:

1. Statement of Purpose in Section 4-5-2 of the Sign Code:

#2: ALTHOUGH SIZE REQUESTED EXCEEDS THE MAX. ALLOWED, THE SIZE IS NECESSARY FOR EFFECTIVE COMMUNICATION IF TWO TENANTS ARE LEASING THIS PART OF BLDG. THE USE OF SIGNAGE DOES NOT CAUSE ANY DETRIMENTAL EFFECT ON THE ENVIRONMENT OR PUBLIC WELFARE

#3: THE 30 SF SIGN SIZE REQUEST HELPS TO COMMUNICATE TENANTS TO THE GENERAL PUBLIC. THE SIGN SIZE IS RESPECTFUL OF THE NEARBY PROP. OWNERS. THE ARCHITECTURAL INTEGRATION OF THESE SIGNS ELIMINATE CONFUSION AND DISTRACTION.

#4: THE SIZE OF THE ADDRESS SIGNS ARE NEEDED FOR LEGIBILITY. THIS IS A CLEAR AND EFFICIENT USE OF SIGNAGE SIGNAGE TO IDENTIFY THIS BUILDING. SINCE THESE SIGNS INTEGRATE WITH THE BUILDING DESIGN THEY ARE A CONVENIENCE TO THE PUBLIC AS A WHOLE AND NOT FOR THE INDIVIDUAL PERSON.

2. Practical Difficulties or Particular Hardship:

#2 THIS REQUEST IS DUE TO THE HARSHIP IMPOSED BY THE EXISTING SIZE OF THE BUILDING FOOTPRINT AS IT RELATES TO SIGNAGE VISIBILITY. THE FLEXIBILITY IN RETAIL LEASING DEMANDS THAT THIS SPACE IS ALLOWED TO DIVIDE INTO 2 TENANTS. THE ALLOWED SIGNAGE SIZE WOULD NOT BE PRACTICAL OR VISIBLE ENOUGH TO ATTRACT GOOD TENANTS.

#3 THE SIGN SIZE REQUESTED IS A HARSHIP DUE TO THE EXISTING STRUCTURAL BAY WIDTH, THE REQUIRED LOW LETTERS HEIGHT WHICH CAUS FOR SIGN BANDS TO SPAN BETWEEN COLUMNS. A SMALLER SIGN WOULD NOT ALLOW FOR EXCELLENT VISIBILITY

#4 THE UNIQUE HARSHIP IS DUE TO THE SHAPE OF THE BUILDING, LOCATION OF THE BUILDING ON THE SITE AND SPEED/DIRECTION OF TRAFFIC AS IT RELATES TO THE ADDRESS SIGNS AND VISIBILITY. WE MUST BE ABLE TO HAVE THE ADDRESS VISIBLE FROM EB AND WB TRAFFIC.

3.a) Evidence that the property in question could not yield a reasonable return if permitted

to be used under the conditions allowed by the Sign Code (i.e. without one or more variation):

#2 (SEE 3b BELOW)

#3 (SEE 3b BELOW)

#4 (SEE 3b BELOW)

OR
3.b)

Provide evidence that the plight of the Owner is due to unique circumstances relating to the property in question:

#2 THE SW CORNER SPACE IN THIS BUILDING IS UNIQUE IN THAT IT IS VERY CLOSE TO THE STREET AND IS A SMALL TENANT SPACE; HOWEVER IT MUST BE ABLE TO BE GUIDED TO GIVE THE OWNER FLEXIBILITY OF LEASING IN THIS RECESSIONARY ECONOMY. THE SIGN SIZE IS NEEDED DUE TO CONVENTIONS THAT CANNOT BE ALTERED.

#3 THE SIGN SIZE REQUESTED IS DUE TO THE COLUMN BAY WIDTHS AND ARCHITECTURAL SOLUTION TO SPAN BETWEEN COLUMNS. THE DESIGN SCHEME BEING PROPOSED GIVES US LIMITED AREAS FOR VISIBLE SIGNS.

#4. THE (2) ADDRESS SIGNS ARE NEEDED DUE TO THE UNIQUE LOCATION OF THE BUILDING ON THE SITE AND CRITICAL PARALLEL TO CAPTURE E/B AND W/B TRAFFIC

4. Provide evidence that the variation, if granted will not alter the essential character of the locality of the property in question:

#2 THE 50 SF OF ALLOWED SIGN AREA WILL NOT ALTER THE CHARACTER OF THE NEIGHBORHOOD. THE SIGNS (AS SHOWN DIVIDED INTO TWO TENANT SPACES) RELATE TO THE PROPORTION OF THE FACADE AND ARE IN KEEPING WITH THE STYLE OF THE BUILDING.

#3 THE SIGN SIZES, IF GRANTED WILL FIT INTO THE BUILDING STYLE AND CHARACTER WITH HORIZONTAL EMPHASIS; THEY DO NOT DETRIMENT THE NEIGHBORHOOD AESTHETIC

#4 THESE ADDRESS SIGNS FIT IN WITH THE BUILDING STYLE AND DO NOT ALTER THE CHARACTER OF THE NEIGHBORHOOD SINCE THE BUILDING IS NOT LARGE ENOUGH FOR A NATIONAL TENANT, IT IS IDENTIFIED BY THE ADDRESS, NOT BY ANOTHER TENANT. ADDRESS SIGNAGE WILL NOT ALTER THE CHARACTER OF THIS LOCALITY.



perkins pryde + kennedy

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www.ppkarchitects.com

Narrative Statement/ Use Description

February 28, 2012

650 Roosevelt Road: Building Renovation

The existing building is a two-story commercial/ retail building with approximately 10,900 GSF. The primary retail entrances are divided between the southwest corner of the building which is a single story mass and the two story "L" shaped portion at the north. The property is part of the Pickwick Place Shopping Center and has surface parking for 19 cars. Our revised plan calls for a total of 24 spaces for this building.

The proposed renovation includes the following scope:

- The southwest portion of the building will remain and the roof will be removed (and reconstructed) to allow for higher ceilings and a better retail/ restaurant tenant space. The proposed new roof height is approximately 25'-2" (from the slab elevation). We are also proposing a screen wall at the roof for new mechanical equipment. The building elevations will be improved with the addition of a large glass/ aluminum window facing south with a clerestory element above. The clerestory window will be protected by a painted aluminum sun screen. The new enclosure facing east will also be glass and aluminum. The east wall (at the upper portion) is set back from the roof that covers the existing walkway.
- The "L" shaped portion of the building will remain but will be slightly enlarged with new storefront being constructed at the existing column line that supports the second floor walkway. The existing second floor structure and stairs to this level will be removed to allow for taller ceilings and an improved retail environment. The existing walkway will be used as a new roof for the extended space below and we will install fabric awnings, hanging over the new storefront for protection. The awnings will tie this renovated building into the Pickwick development.
- The site and parking area are not being regraded. The plan calls for some striping to direct traffic and to change one parking entrance drive into a parking space. We need to add pavers in front of the new storefront at the north side of the property, allowing access into the new retail areas.
- The total building area in the renovated structure will be approximately 7,600 SF (with the removal of the second floor).
- A new screen wall has been designed to screen the proposed mechanical equipment at the roof above the southwest tenant space. We would anticipate that this space will be the first new tenant after the renovation is completed. It is the Owner's intent to keep the existing roof top equipment at the "L" shaped portion of the building in place to temper the space (while unoccupied). We will install screens to hide the roof top equipment for these tenant spaces as part of the tenant build out; the screens will match the southwest corner.

The existing style is a modern design with a strong resemblance to the International Style from the mid twentieth century. We are trying to be respectful to the style while improving both the appearance and function for the building.



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Quantitative Summary

February 28, 2012

650 Roosevelt Road: Building Renovation

Land Area (of lot for 650 Building):	22,996 SF (0.52 AC)
Building area (existing: two floors):	10,878 SF
Building area (proposed: one floor):	6,836 SF
Parking (existing):	17 cars (on site)
Parking (proposed):	17 cars



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List of Variations/ Deviations

February 28, 2012

650 Roosevelt Road: Building Renovation

Sign Code Variation:

1. A variation from Section 4-5-12(E)1 to allow 2 primary signs on the corner unit closest to Roosevelt Road in lieu of the maximum number of one primary sign permitted.
2. A variation from Section 4-5-12(B)2 to allow up to 50 square feet of primary signage for the corner unit closest to Roosevelt Road in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted which depending on how the tenant spaces are divided could allow for as little as 23 square feet of primary signage.
3. A variation from Section 4-5-12(B)2 to allow up to 30 square feet of primary signage for the remaining tenants in the shopping center in lieu of the maximum of one square foot per lineal foot of establishment frontage permitted which depending on how the tenant spaces are divided could allow for as little as 24 square feet of primary signage.
4. A variation from Section 4-5-8(A) to allow two address signs with areas of 8 square feet each in lieu of the maximum area of 2 square feet permitted for each address sign.



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Practical Difficulties/ Hardship (Sign Variation)

February 28, 2012

650 Roosevelt Road: Building Renovation

Our request to allow one additional sign on the south side of the building is due to the fact that the existing building does not allow for visible signage from the west. We believe that there is a particular hardship for a tenant at the southwest tenant space to allow for their customers to see their business if only one sign is allowed on the facade. The westbound traffic on Roosevelt Road will not be able to see the east facing sign.

This is a condition of the site, building configuration and distance from the road to the building. We believe that this tenant space would be penalized if only one sign is allowed in this renovation project.

In addition, our request for the other sign variations are due to the configuration of the building and it's location on the site. Along with these physical constraints, we are requesting sign variations that allow the investment in this property to have a better chance of success. Without the requested sign variations, it would be very challenging to attract type types of tenants that are desired by the Owner and the Village of Glen Ellyn.

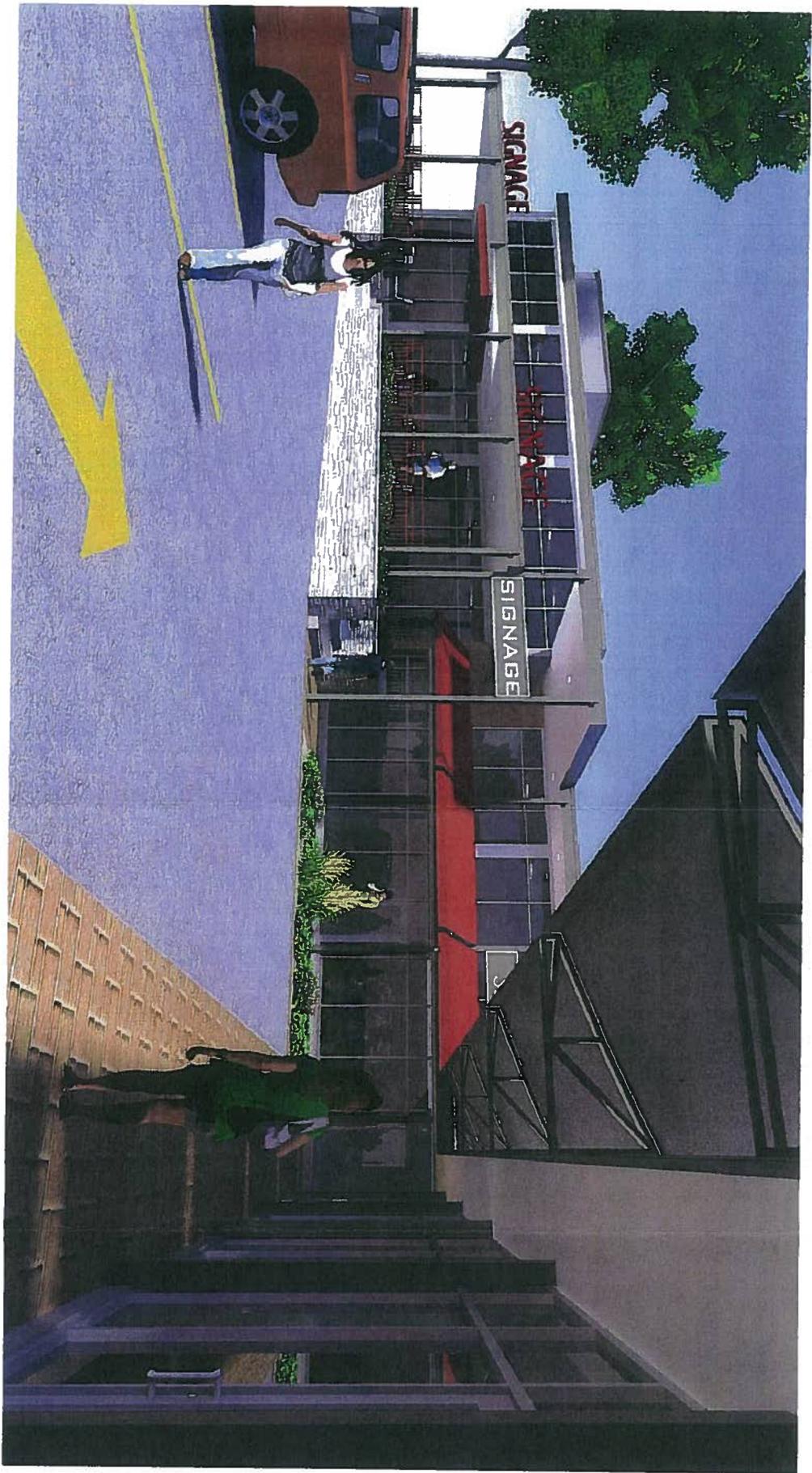


SKI

3D IMAGE
650 BUILDING RENOVATION - ARC REVIEW
MADISON CORPORATE GROUP

02.28.12

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SK2

3D IMAGE
650 BUILDING RENOVATION - ARC REVIEW
MADISON CORPORATE GROUP

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SK3

3D IMAGE
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SK4

3D IMAGE
650 BUILDING RENOVATION - ARC REVIEW
MADISON CORPORATE GROUP

02.28.12

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List of Building Materials/ Colors

February 28, 2012
 rev. March 14, 2012

650 Roosevelt Road: Building Renovation

<u>Material</u>	<u>Specification</u>	<u>Color/ Notes</u>
Stone	Cut stone veneer	Match existing
Storefronts	Aluminum	Clear anodized
Glass (Type 1)	Clear insulated	Clear
Glass (Type 2)	Tinted (insulated)	Gray tint
Glass (Type 3)	Spandrel	Black
Guard rails/ handrails	Steel (exist/ new)	Dark Red (paint: match existing)
Awnings	Fabric (Sunbrella)	Maroon (match sample)
Awning framing	Aluminum	Dark gray
Mech. equip. screens	Painted aluminum	Light gray
Sunshade	Painted aluminum	Dark gray
Structure/ columns/ fascia	Steel (paint)	Dark gray
Pavers	Permeable	Red/ buff blend
Cement Plaster (west wall)	Cement plaster	Synergy #810 Porridge

TYPE B

Products

Search

Information

Contact

Partners

Back to Wall Luminaires



Polar Curve

Technical Information

- Specification Sheet
- Installation Instructions
- Revit BIM Model
- Catalog Spread

Submittal Drawings

- Download PDF
- Download DXF

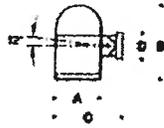
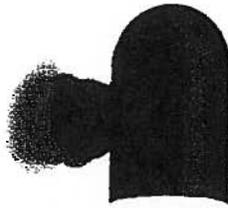
Photometry

- Download IES File
- Download ISO-Template
- Download IES Library

Application Photos

Estimated Lead Time

View Product Family



Surface wall with shielded light source

Designed for down lighting for interior and exterior locations featuring high output light distribution. Meets fully shielded requirements only in straight-down position.

Wall mounted luminaires with fully shielded light source. Clear tempered glass. Swivel bracket with 0-12° vertical adjustment.

U.L. listed, suitable for wet locations.

Protection class: IP65

Finish: Standard BEGA colors.

	Lamp	β	T°C	Lumen	A	B	C	D
8539MH	(1) 70W T6 G12 MH	12°		6800	7 1/2	12 5/8	12 1/4	5 1/4



Related Products



FEATURES & SPECIFICATIONS

INTENDED USE — Use for building- and wall-mounted applications.

CONSTRUCTION — Extruded aluminum body with cast end caps is mounted with 1/4" bolts, to formed steel wall bracket. Housing body rotates to allow for variable aiming. Cast aluminum doorframe is hinged and secured by stainless steel fasteners. Closed-cell silicone gasket prevents the penetration of dust and moisture.

FINISH: Standard finish is dark bronze (DDB) corrosion-resistant polyester powder finish with other architectural colors available.

OPTICAL — Centered optics with anodized, aluminum reflectors: segmented, specular or hammertone finish. Clear, impact-resistant, tempered glass lens with silkscreen.

ELECTRICAL — Ballast: 150W and below utilizes a high-reactance, high power factor ballast and utilizes pulse start ignitor technology. 175W and above utilizes a constant-wattage autotransformer ballast. CSA, NOM or INTL required for probe start shipments outside of the US for 175M. Ceramic metal halide lamps are recommended for use in applications where superior color rendition, lumen maintenance and longer lamp life are desired. Ballasts are 100% factory-tested.

Socket: Horizontal, medium-base porcelain socket with copper alloy, nickel-plated screw shell and center contact. 4KV pulse rated. UL listed 660W, 600V.

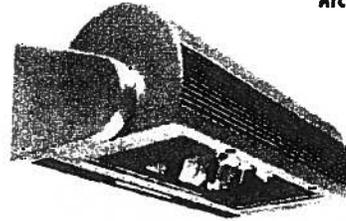
INSTALLATION — Mounting plate includes provision for attachment independent of junction box. Optional backbox wall mounting available for surface conduit applications. Mounts either lens-up or lens-down.

LISTINGS — UL listed for wet locations and 25°C ambient. Listed and labeled to comply with US and Canadian safety standards (see Options). IP65 rated.

Note: Specifications subject to change without notice.

Catalog Number
Notes
Type FIXTURE C

Architectural Wall-Mounted Lighting



WFL2

METAL HALIDE 70-175W
HIGH PRESSURE SODIUM 70-150W

Specifications

EPA: 1.3 ft² (.12 m²)

Length: 18-1/2 (47)

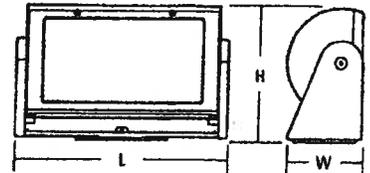
Depth: 6-3/4 (17.2)

Overall Height: 11-3/4 (29.9)

*Weight: 25lbs (11.34kg)

All dimensions are inches (centimeters) unless otherwise specified.

*Weight as configured in example below.



ORDERING INFORMATION

For shortest lead times, configure product using standard options (shown in bold).

Example: WFL2 100M FT TB LPI

Series	Wattage	Distribution	Voltage	Ballast	Mounting	Options	Finish*	Lamp†
WFL2	Metal halide	SP Spot	120	(blank) Magnetic ballast	(blank) Surface mount	Shipped installed in fixture	(blank) Dark bronze	LPI Lamp included
	70M	BP Bi-peak symmetric	208 ³	CWI Constant wattage isolated	Shipped separately²	SF Single fuse (120, 277, 347V)	DWH White	L/LP Less lamp
	100M	NPN Narrow asymmetric	240 ³		BBW Back box wall mounting	DF Double fuse (208, 240, 480V)	DBL Black	
	150M	HPM Medium asymmetric	277			CSA Listed and labeled to comply with Canadian Standards	DMB Medium bronze	
	175M ¹	HPM Medium asymmetric	347	SCWA		INTL International shipment for 175M	DNA Natural aluminum	
	Ceramic metal halide	HPW Wide asymmetric	480 ³	SCWA Super CWA pulse start ballast ⁴		PE Photoelectric cell-button type ⁵	DSS Sandstone	
	70MHC	RH Narrow symmetric	230SHZ ⁶			LC90 Lock at 90° for cutoff	DGC Charcoal gray	
	100MHC	RM Medium symmetric		Note: For shipments to U.S. territories, SCWA must be specified to comply with EISA.		Shipped separately^{4,9}	CR Enhanced corrosion resistant	
	150MHC	RM Medium symmetric				UV Upper visor ⁷		
	High pressure sodium	RW Wide symmetric				EV Eggcrate visor (black) ⁷		
	70S	RW Wide symmetric				FV Full visor ⁷		
	100S	GZ Wall grazing				BV Bottom visor ⁷		
	150S	FT Forward throw				WG Wire guard		
						BD Barn door ⁷		
						HLV Horizontal louver (black)		
					VLV Vertical louver (black)			
					BVG Bubble vandal guard ⁷			

Notes

- These wattages do not comply with California Title 20 regulations.
- Must specify CWI for use in Canada.
- Optional multi-tap ballast (120, 208, 240, 277V). In Canada 120, 277, 347V; ships as 120V/347V.
- Consult factory for available wattages.
- Only available with 150M and 150MHC.
- May be ordered as an accessory.
- Must specify finish when ordered as an accessory.
- Not available with 480V or TB. Must specify voltage.
- Requires field modification when ordered as an accessory.
- See www.lithonia.com/archcolors for additional color options.
- Must be specified. L/LP not available with MHC.

SIGN TABLE
LETTERING SIZE

- ALL EXISTING AND PROPOSED SIGNS -

Conforms

<u>Key Words</u> <u>Yes/No</u>	<u>Height</u>	<u>Size</u>	<u>Sq. Ft.</u>	<u>Existing</u> <u>or</u> <u>Proposed</u>	<u>Type</u> <u>as per</u> <u>Village</u> <u>Sign Code*</u>	<u>Village</u> <u>Sign</u> <u>Code</u>
SIGN 1		2'-0" x 11'-6" = 23 sq ft		PROPOSED	PRIMARY	
SIGN 2		2'-0" x 11'-6" = 23 sq ft		PROPOSED	PRIMARY	
SIGN 3		1'-8" x 9'-1" = 15 sq ft		PROPOSED	PRIMARY	
SIGN 4		1'-8" x 9'-6" = 16 sq ft		PROPOSED	PRIMARY	
SIGN 5		1'-8" x 9'-6" = 16 sq ft		PROPOSED	PRIMARY	
SIGN 6		1'-8" x 9'-6" = 16 sq ft		PROPOSED	PRIMARY	
SIGN 7		1'-8" x 9'-6" = 16 sq ft		PROPOSED	PRIMARY	
SIGN 8		2'-0" x 4'-0" = 8 sq ft		PROPOSED	INCIDENTAL	
SIGN 9		2'-0" x 11'-6" = 23 sq ft		PROPOSED	PRIMARY	
		' x ' =				

LOCATE ALL SIGNS (Existing & Proposed) ON ATTACHED SITE PLAN AND A FAÇADE DRAWING.

***Primary = P**

Shopping Center = SC

Incidental = I

Other = O – Identify as per the Village Sign Code

SIGN TABLE
SIGN FRAME

- ALL EXISTING AND PROPOSED SIGNS -

Conforms

<u>Key Words</u> <u>Yes/No</u>	<u>Height</u>	<u>Size</u>	<u>Sq. Ft.</u>	<u>Existing</u> <u>or</u> <u>Proposed</u>	<u>Type</u> <u>as per</u> <u>Village</u> <u>Sign Code*</u>	<u>Village</u> <u>Sign</u> <u>Code</u>
SIGN 1		' x ' =				
SIGN 2		' x ' =				
SIGN 3		2'-4" x 9'-4" =	22 ϕ	PROPOSED	PRIMARY	
SIGN 4		2'-4" x 11'-3" =	26 ϕ	PROPOSED	PRIMARY	
SIGN 5		2'-4" x 11'-9" =	27 ϕ	PROPOSED	PRIMARY	
SIGN 6		2'-4" x 11'-9" =	27 ϕ	PROPOSED	PRIMARY	
SIGN 7		2'-4" x 11'-9" =	27 ϕ	PROPOSED	PRIMARY	
SIGN 8		' x ' =				
SIGN 9		' x ' =				
		' x ' =				

LOCATE ALL SIGNS (Existing & Proposed) ON ATTACHED SITE PLAN AND A FAÇADE DRAWING.

***Primary = P**

Shopping Center = SC

Incidental = I

Other = O – Identify as per the Village Sign Code

A-6L

MEMORANDUM

TO: Mark Franz, Village Manager
FROM: Kristen Schrader, Assistant to the Village Manager – ADM
DATE: March 21, 2012
RE: Village/Nextel Lease Agreement Amendment



Background

The Village began discussions with Verizon in 1999 to lease Civic Center space to install cellular transmission equipment. After many months of negotiations between the Village staff, Village Attorney and Nextel, a final agreement, the “Communications Site Lease Agreement,” was adopted by the Village Board on October 9, 2000. The agreement provided for the lease of the attic/cupola space for 12 years, with an annual rent beginning at \$24,000 and increasing 3% each year thereafter. Contract terms stipulated a number of other things, such as the level of electronic transmissions permissible. The agreement adopted in 2000 is attached for your information.

Issues

With the initial term of the agreement ending at the beginning of December 2012, the Village and Nextel began discussions to extend the agreement in 2011. After many months of negotiations, the Village and Nextel have come to a final proposed agreement, represented as a first amendment to the communications site agreement. The amendment will allow Nextel’s equipment to remain at the Civic Center and for a majority of the current agreement terms to stand. The amendment presents only a few changes to the original agreement, which include:

- **Term:** Initial term of 7 years, with a 5 year extension; New amendment term is for 5 years, with automatic renewal up to two additional terms of 5 years each.
- **Rent:** Initial rent began at \$24,000, with 3% annual increase, and ends at \$33,221.62; New amendment annual rent will begin at \$34,218.27 (3% increase from most recent rent), and will increase annually by 3%.
- **Payment for Attorney Review:** Initial Nextel application payment of \$5,000 to cover legal costs and further payment by Nextel for additional reasonable legal review costs if necessary; New amendment provides Nextel will reimburse the Village for the actual costs incurred by the Village to have Village’s attorney review the amendment, up to a maximum of \$5,000.
- **Termination:** Initial Nextel application provided Nextel give the Village 30 days notice for early termination if the site no longer made economic or technological sense; New agreement provides the Village 180 days notice (additional rent) should Nextel decide to terminate agreement early for any reason.
- Other minor changes to liability/indemnity and notices sections based on current practices.

Village Attorney Adam Simon has reviewed the terms of the initial agreement and the amendment and is comfortable with the amendment as proposed.

Action Requested

This item will be presented to the Village Board via the consent agenda on March 26, 2012:

Motion to approve a first amendment to communications site lease agreement between the Village of Glen Ellyn and Nextel West Corporation to maintain cellular transmission equipment at the Glen Ellyn Civic Center for an annual rent continuing at \$34,218.27 and increasing 3% each year thereafter.

Recommendation

Staff recommends approval of the agreement amendment as proposed.

Attachments

- Proposed Lease Agreement Amendment
- Communications Site Lease Agreement – 2000

**FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING) ("Amendment") is made effective as of _____, 201__ ("Effective Date"), by and between Village of Glen Ellyn, an Illinois municipal corporation ("Lessor") and Nextel West Corp., a Delaware corporation ("Lessee").

BACKGROUND

Pursuant to a Communications Site Lease Agreement (Building) dated December 5, 2000 ("Agreement"), Lessor leased to Lessee a certain portion of real property located at 535 Duane Street, Village of Glen Ellyn, County of DuPage, State of Illinois, as more particularly described in Exhibit B to the Agreement ("Premises").

Lessor and Lessee desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Paragraph 4 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 4 to the contrary, the current term of the Agreement will expire on November 30, 2012. Commencing on December 1, 2012, the term of the Agreement ("New Initial Term") is sixty (60) months. The Agreement will be automatically renewed for up to two (2) additional terms (each a "Renewal Term") of sixty (60) months each. Each Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives written notice of its decision not to exercise any option(s) to Lessor not less than ninety (90) days before expiration of the then current term.

2. **Rent.** Paragraph 5 of the Agreement is amended as follows:

a. The following language shall be added to subparagraph (a): Effective December 1, 2012, Rent shall be paid in equal annual installments of Thirty-Four Thousand Two Hundred Eighteen and 27/100 Dollars (\$34,218.27), and shall continue during the term (until increased as set forth herein), in advance. Thereafter, commencing on December 1, 2013, the Rent will be increased annually by three percent (3%) of the then current Rent.

b. Subparagraph (c) shall be stricken and replaced in its entirety with the following: "Lessee agrees to reimburse Lessor for the actual costs incurred by Lessor to

Lessor initials: _____

Lessee initials: NS

have Lessor's attorney review this Amendment, up to a maximum of Five Thousand and No/100 Dollars (\$5,000.00). Payment will be made to Lessor within forty-five (45) days following receipt of an invoice and reasonable supporting documentation."

3. **Facilities.** Paragraph 6(a) of the Agreement is amended as follows:

Lessee has the right to modify, supplement, upgrade, replace, remove, refurbish, or relocate the equipment related to the Lessee Facilities, including without limitation the utility lines, transmission lines, equipment shelter(s), electronic equipment, antennas, coax, microwave dishes, and supporting equipment, within the Premises (including all riser/conduit space and utility/access easements) only, at any time during the term of the Agreement, provided that Lessee complies with all applicable laws and regulations, design/architectural guidelines and locational and dimensional restrictions. Nothing herein shall grant Lessee any right or expectation that its Lessee Facilities can occupy a greater volume within the Premises than it currently occupies. Lessor agrees to cooperate with Lessee in all respects in connection with the foregoing. Not less than 15 days prior to exercising the foregoing rights, Lessee shall deliver to Lessor a copy of detailed plans describing the proposed change to the Lease Facilities, obtain the prior written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed. In the event Lessor fails to respond in writing within fifteen (15) business days following Lessor's receipt of Lessee's request, Lessor shall be deemed to have given its consent.

4. **Termination.** Paragraph 10(v) of the Agreement is deleted in its entirety and replaced with the following:

"(v) by Lessee, for any reason not listed above, provided Lessee delivers not less than one hundred eighty (180) days prior written notice of early termination to Lessor."

5. **Liability and Indemnity.** Paragraph 17 of the Agreement shall be stricken and replaced in its entirety with the following:

"Lessee and Lessor hereby agree to indemnify, defend and hold the other, its officers, employees and agents harmless from and against any claim of liability or loss from personal injury or property damage in connection with the "Station", the construction and maintenance thereof, or resulting from or arising out of the use and occupancy of the Premises by Lessee or Lessor or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of Lessor or Lessee or its agents, respectively, for which such party may be held liable under the laws of the State of Illinois. Lessee accepts the Premises in a AS-IS, WHERE-IS condition and has relied on no oral or written representations from Lessor in determining the suitability of the Premises for Lessee's permitted uses hereunder."

6. **Notices.** Paragraph 18(d) of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

"All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being

Lessor initials: _____

Lessee initials: ND

either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Lessor: Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Lessee: Nextel West Corp.
Sprint/Nextel Property Services
Site ID: IL3266-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint/Nextel Law Department
Attn: Real Estate Attorney
Site ID: IL3266-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

7. **Additional Terms and Conditions to this Amendment.** Lessor agrees to promptly execute and deliver to Lessee a recordable Memorandum of Amendment in the form of Attachment 1, attached.

8. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Lessor initials: _____

Lessee initials: ND

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

Lessor:

Lessee:

Village of Glen Ellyn, an Illinois municipal corporation

Nextel West Corp., a Delaware corporation

By: _____
(please use blue ink)

By: Nathan Olson

Printed Name: _____

Printed Name: Nathan Olson

Title: _____

Title: Authorized Representative

Date: _____

Date: 3/9/2012

Lessor initials: _____

Lessee initials: NO

**EXHIBIT A
TO MEMORANDUM OF FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)**

Description of Land

A portion of certain real property located at 535 Duane Street, Village of Glen Ellyn, County of DuPage, State of Illinois, described as follows:

Lot 3 in Block 12 in County Clerk's Fifth Assessment Division, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 3, 1906 as Document 88055, in DuPage County, Illinois.

Lot 1 (except the South 19.96 feet of the West 212.8 feet thereof and except the West 100 feet thereof) in Subdivision of Lot 6 in Block 12 in Assessment Division of Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Lessor initials: _____

Lessee initials: ND

3



J.P. "RICK" CARNEY
DUPAGE COUNTY RECORDER
DEC. 20, 2000 12:27 PM
OTHER 05-11-328-024
012 PAGES R2000-199153

COMMUNICATIONS SITE LEASE AGREEMENT

LICENSE AGREEMENT
BETWEEN
VILLAGE OF GLEN ELLYN
AND
NEXTEL COMMUNICATIONS

TO INSTALL CELLULAR TRANSMISSION EQUIPMENT
IN CIVIC CENTER

APPROVED BY VILLAGE BOARD
OCTOBER 9, 2000

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 Duane Street
Glen Ellyn, IL 60137

COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)

This Communications Site Lease Agreement (Building) ("Agreement") is entered into this 5TH day of DECEMBER, 2000, between Nextel West Corp., a Delaware Corporation, d/b/a Nextel Communications, ("Lessee"), and Village of Glen Ellyn, an Illinois municipal corporation ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and building (the "Building") located in the City of Glen Ellyn, County of DuPage, State of Illinois, commonly known as 535 Duane Street, Glen Ellyn, Illinois 60137 (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately two hundred fifty three (253) square feet of interior space in the Building and space in the Building cupola and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.
2. **Use.** The Premises may be used by Lessee for any activity in connection with transmitting and receiving antennas and accompanying equipment for the provision of communications services, but only generally in accordance with Exhibit B. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).
4. **Term.** The term of this Agreement shall be for seven (7) years commencing on the date Lessee begins commercial operation of the Lessee Facilities (as defined in Paragraph 6(a)) or December 1, 2000 whichever first occurs ("Commencement Date") and terminating on the seventh anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for one (1) five (5) year period (the "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for such Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.
5. **Rent.**
 - ((a) On the Commencement Date and on each anniversary of the Commencement Date thereafter, Lessee shall pay to Lessor as rent Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year ("Rent"). Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 535 Duane Street, Glen Ellyn, Illinois 60137. Upon early termination or expiration, any prepaid Rent shall be refunded to Lessee.
 - (b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent then in effect for the previous year.
 - (c) Lessee agrees to pay to Lessor upon full execution of this Agreement, a one time non-refundable application fee of Five Thousand and 00/100 Dollars (\$5,000.00) to be applied against Lessor's costs of reviewing Lessee's construction plans and drawings and attorney fees. Should such fees exceed \$5,000.00, Lessee shall reimburse Lessor for additional and reasonable attorney fees incurred in preparation of this Agreement provided Lessor supplies Lessee with a detailed invoice of said fees.
 - (d) Within thirty (30) days after the execution of this Agreement, Lessee will provide to Lessor a cash deposit in an amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Security Fund"). This sum shall be retained by Lessor and may be utilized to pay for the costs of the Lessor associated with any breach of this Agreement or other failure to perform any required action under this Agreement on the part of Lessee. If Lessor utilizes such funds, it shall notify Lessee of the funds so utilized and Lessee will restore to the Security Fund an amount sufficient to maintain that fund at the maximum amount then in force. An example of the circumstance which would permit the Lessor to withdraw and utilize such funds would be a failure by Lessee to provide a report of a consultant showing the electronic emissions from the Lessee Facilities. Lessor shall invest the Security Fund and shall credit interest income into the account. In any Renewal Term, Lessor may require that Lessee shall comply with an increase in the amount of the Security Fund to reflect inflationary costs and, during the last three (3) years of any Term or Renewal Term, Lessor may require an increase in the amount sufficient to bring about the removal of the Lessee Facilities and the restoration of the Building. At the termination of this Agreement, Lessor shall return to Lessee the amount, if any, in the Security Fund, which has not previously been expended or which will not be expended within the following six (6) month period for costs incurred by Lessor as a result of the breach by Lessee of any provision of this Agreement.
6. **Facilities; Utilities; Access.**
 - (a) Lessee has the right to erect, maintain and operate on the Premises communications facilities, including without limitation an air conditioned equipment room in the Building, utility lines, transmission lines, electronic equipment, transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"), but only in substantial accordance with those uses shown on Exhibit B. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Lessee shall provide Lessor with a copy of Lessee's plans ("Plans") for approval prior to construction. Lessor shall give such approval, which approval shall not be unreasonably withheld, delayed or conditioned, or provide Lessee with its requests for changes within ten (10) business days of Lessor's receipt of Lessee Plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the Plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's Plans. Copies of any construction changes after the Plans have been approved shall also be required to be presented to and approved by Lessor where such approval shall not be unreasonably withheld, conditioned or delayed.
 - (b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use to be installed only for the duration of any interruption in electrical service). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Access to the Premises other than normal weekday business hours (before 7:00 a.m. and after 11:00 p.m.) can be effected by calling (630) 469-1187 at least two (2) hours in advance. The parties acknowledge that such after business hours access will precipitate a charge of One Hundred and 00/100 Dollars (\$100.00) to Lessee. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

(e) Lessee shall install a fire suppression system in its equipment room using a fire suppressant other than water which system must be approved by Lessor where such approval shall not be unreasonably withheld, conditioned or delayed. Additionally, Lessee agrees to install fire alarm(s) that will be integrated into the existing fire alarm system in the Building.

7. **Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause radio frequency interference to any and all of Lessor's current and future communications equipment. As to other lessees or licensees of the Property, Lessee shall operate the Lessee Facilities in a manner that will not cause radio frequency interference only if the other lessees' or licensees' installations predate that of the Lessee Facilities. All operations by Lessee, Lessor and other lessees shall be in compliance with all Federal Communications Commission ("FCC") requirements. If the Lessee Facilities cause radio frequency interference to Lessor's future communication equipment and such interference cannot be eliminated within a reasonable time by the efforts of both parties, Lessee shall have the right to terminate this Agreement by providing five (5) days written notice to Lessor of such election. Upon such termination, Lessor shall return any unearned Rent to Lessee.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit its lessees or licensees to install new equipment on the Property, if such equipment is likely to cause interference with Lessee's operations. In the event interference occurs, Lessor agrees to use best efforts to eliminate such interference.

8. **Taxes.** If any property taxes are assessed against the Premises, which are now entirely exempt from taxes, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least Three Million Dollars (\$3,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Notwithstanding the foregoing, the Lessor may satisfy its insurance obligations hereunder by membership in a governmental self-insurance pool or through protected self-insurance with deductible amounts of no more than Two Hundred Fifty Thousand Dollars (\$250,000.00). Insurance certificates shall be furnished to all covered parties within thirty (30) days of the Commencement Date which shall provide that the amounts of insurance shall not be reduced or cancelled without thirty (30) days prior written notice.

13. **Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

15. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. Lessee will not use the Premises in any way that may interfere with the exterior or structural soundness of the cupola. Neither the initial construction nor any repairs shall in any way change the exterior appearance of the cupola or other exterior surface of the Building except that with the written approval of the Lessor, which shall be at its total discretion. Lessee may replace existing wooden louvers with louvers of identical appearance and color, constructed of other materials. The material chosen shall be approved by Lessor and shall be such that Lessee shall keep the substitute louvers in an excellent state of repair, shall repaint them the same color as the exterior of the Building in the event that such louvers shall require painting more frequently than the Building itself and shall permit Lessor to have such louvers painted at the time that the Building is otherwise painted by the Lessor. No portion of the Lessee Facilities shall be visible from any portion of the street in front of the Building, and all such Lessee Facilities shall be installed within the Building, but for two (2) GPS antennas.

16. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

17. **Liability and Indemnity.** Lessee and Lessor agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the result thereof.

18. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Lessee: Nextel West Corp.
400 West Grand Avenue
Elmhurst, Illinois 60126
Attn.: Site Development Manager

With a copy to: Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Sixth Floor, Mail Stop 6E630
Attn.: Site Leasing Services, Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Illinois.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) Lessee will post warning signs as to where Lessor's personnel cannot safely traverse in the clock and cupola areas. Maintenance, painting and repairs to that portion of the cupola where there is antenna exposure must receive prior approval from Lessee.

(l) Within sixty (60) days after the Lessee Facilities have been installed and placed in operation, Lessee shall procure from a consultant, approved by Lessor, a report regarding the level of electronic transmission from the Lessee Facilities and during the Term or Renewal Term of this Agreement, Lessor may, not more than annually thereafter, require a similar report to be prepared. The report shall reflect measurements taken over

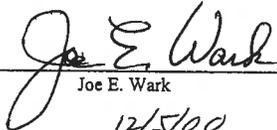
whatever reasonable period of time and at whatever reasonable location Lessor shall require. The level of electronic transmissions from the Lessee Facilities, plus those in place on the Building at the time of the Commencement Date (total transmission) shall not in total exceed thirty-five percent (35%) of the level of electronic transmission permitted under the then-current rules of the Federal Communications Commission or such other State or Federal Agency which shall regulate such transmissions. To the extent that the total transmissions exceed the maximum percentage provided for above, Lessee shall be required to reduce its level of transmissions within ninety (90) days so that the total transmissions shall comply with all applicable laws and regulations. In the event that the total transmissions have been exceeded, Lessor may require a report from an independent consultant at intervals of no less than six (6) months. In addition, if the total transmission is exceeded, and if Lessee does not cure such excess within ninety (90) days after receipt of such report, Lessor may terminate this Agreement. In that case, the notice of termination shall permit Lessee to continue the Agreement for not less than a minimum of one-hundred (120) days thereafter. Lessor may also, at its own expense, annually or more frequently for good cause shown, procure from a consultant approved by Lessee, a report regarding the level of electronic transmissions from the Lessee Facilities. In the event that the consultant's report indicates that the level of electronic transmissions are in excess of those permitted under this Agreement, Lessee shall take action to cure such excess as is provided for above. Lessor shall retain the same termination rights as previously set forth in this paragraph. In addition, Lessee shall pay for the cost of such consultant where the level of electronic transmissions shall exceed those provided for in this Agreement by more than five percent (5%).

(m) Lessee shall not be permitted to make subsequent changes to the Lessee Facilities which shall increase the total transmission above a level of thirty-five percent (35%) of the maximum permitted electronic transmission then permitted by any Federal or State regulatory agency.

19. **Marking and Lighting Requirements.** Lessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Lessee be cited because the Property is not in compliance and, should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the Rent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:
Village of Glen Ellyn, an Illinois municipal corporation

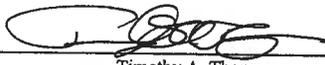
By: 
Joe E. Wark

Date: 12/5/00

Title: Village President

Tax ID: 36-6005897

LESSEE:
Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: 
Timothy A. Thompson

Date: 11/3/00

Title: Vice President Engineering

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated DECEMBER 5, 2000, by and between Village of Glen Ellyn, an Illinois municipal corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

Lot 3 in Block 12 in County Clerk's Fifth Assessment Division, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 3, 1906 as Document 88055, in DuPage County, Illinois.

Lot 1 (except the South 19.96 feet of the West 212.8 feet thereof and except the West 100 feet thereof) in Subdivision of Lot 6 in Block 12 in Assessment Division of Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

and commonly known as: 535 Duane Street, Glen Ellyn, Illinois 60137
P.I.N. #: 05-11-328-024

EXHIBIT B

DESCRIPTION OF PREMISES

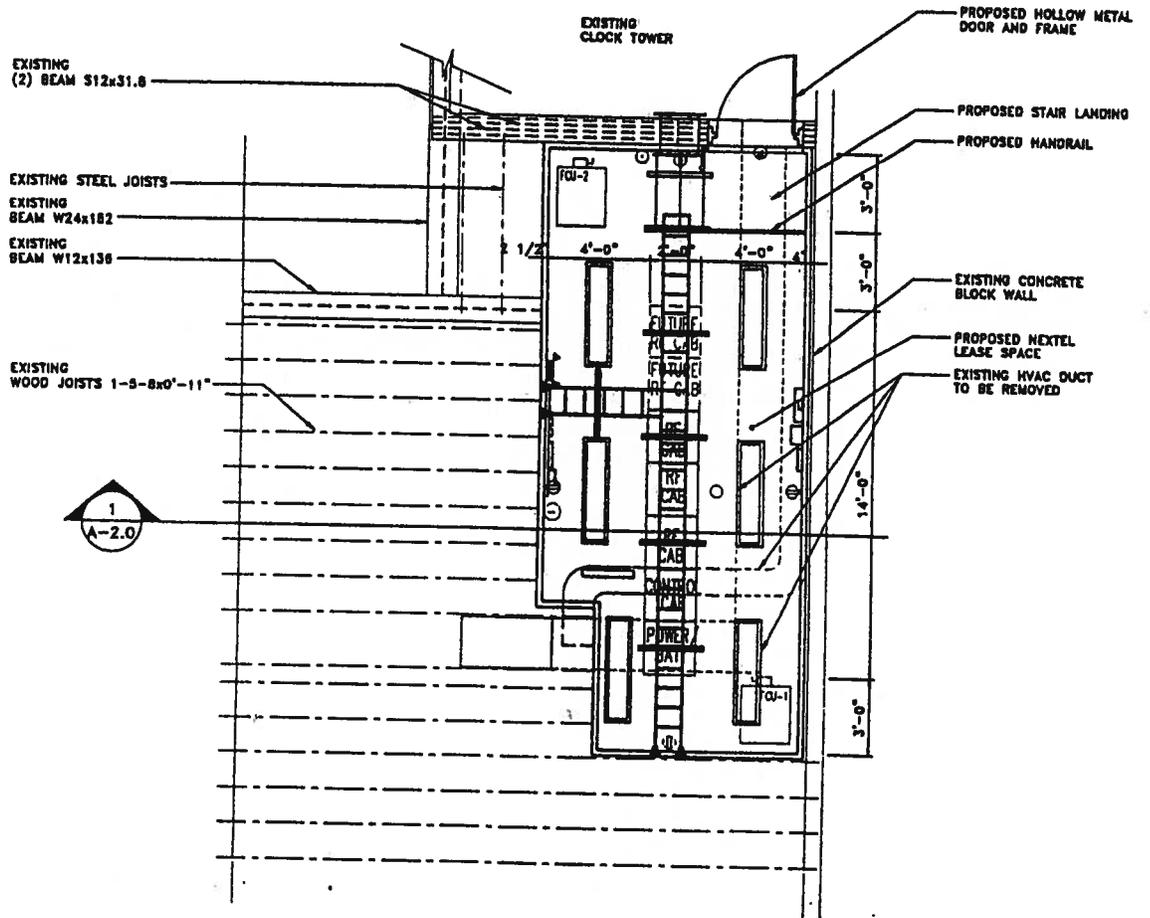
to the Agreement dated DECEMBER 5, 2000, by and between Village of Glen Ellyn, an Illinois municipal corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:

Please see attached three (3) pages.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

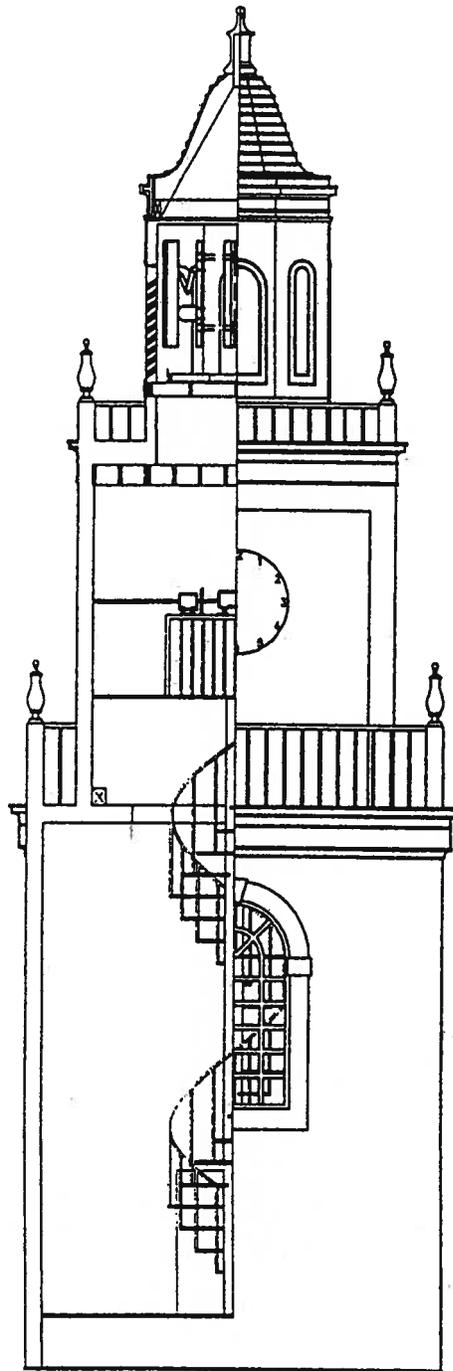


1

ATTIC FLOOR PLAN

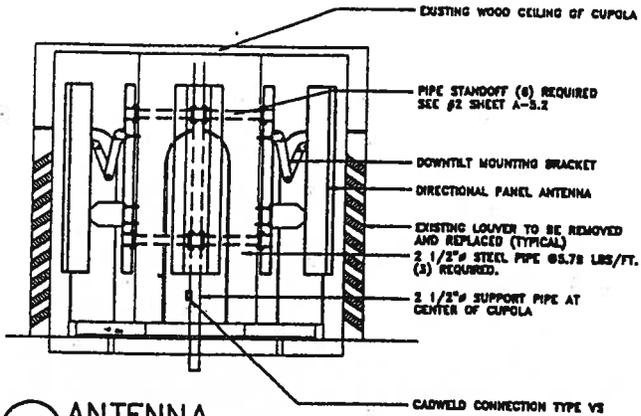
SCALE: 3/8" = 1'-0"

B

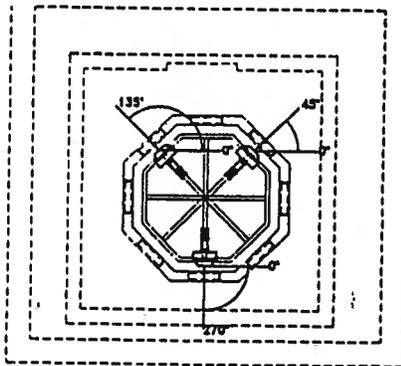


1 ELEVATION/SECTION
SCALE: 3/8" = 1'-0"

6

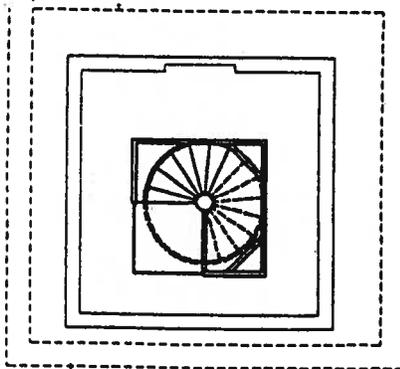


2 ANTENNA
SCALE: 1/8" = 1'-0"



Page 3 of 3

3 COUPULA
SCALE: 1/8" = 1'-0"



4 COUPULA
SCALE: 1/8" = 1'-0"

NEXTEL

COMMUNICATIONS, INC.
300 PARK BULVARD, SUITE 510
EASTON, IL 60123
TELEPHONE 630/872-9000
FACSIMILE 630/872-2009

STEPHEN R. WITT & ASSOCIATES, INC.

1540 REDBURN ROAD
SUITE 2
BENHART, ILLINOIS 60115
PHONE 630-310-1800
FAX 630-310-0800

SITE NAME: DT GLEN ELLYN
SITE CODE: IL-3268A
535 DUANE ST.
GLEN ELLYN, IL 60137
DUPAGE COUNTY

DATE	REVISION/DESCRIPTION	NO.

PROJECT NO. NEXTEL 990031
 DRAWN BY SAH
 CHECKED BY SPW
 SHEET TITLE

ANTENNA MOUNTING DETAILS

SHEET NUMBER

A-5.1

Handwritten signature

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Nextel West Corp. 400 West Grand Avenue Elmhurst, Illinois 60126 Attn: Site Development Manager

This Memorandum of Agreement is entered into on this ___ day of ___, 200___, by and between the Village of Glen Ellyn, an Illinois municipal corporation, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation (hereinafter referred to as "Lessee").

- 1. Lessor and Lessee entered into a Communications Site Lease Agreement (Building) ... 200___, for the purpose of installing, operating and maintaining a communications facility and improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for seven (7) years commencing on the date Lessee begins commercial operation of the Lessee Facilities or December 1, 2000, whichever first occurs ("Commencement Date") and terminating on the seventh (7th) anniversary of the Commencement Date with one (1) successive five (5) year renewal.
3. The Land which is the subject of this Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR: Village of Glen Ellyn, an Illinois municipal corporation

LESSEE: Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications

By: _____ Name: Joe E. Wark Title: Village President Date: _____

By: _____ Name: Timothy A. Thompson Title: Vice President Engineering Date: _____

STATE OF _____ COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL) My commission expires: _____

STATE OF _____ COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL) My commission expires: _____



CERTIFICATION

I, Patricia O'Connor, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the original copy of:

Communications Site Lease Agreement between the Village of Glen Ellyn and Nextel Communications dated December 5, 2000.

I do further certify that said original document is entrusted to me as the Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 20th day of December, 2000.


Village Clerk

CORPORATE SEAL

A-6m

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning & Development Director
Michele Stegall, Village Planner *mjs* *srw*

DATE: March 19, 2012

FOR: March 26, 2012 Village Board Meeting

RE: Zoning Code Text Amendments



Background. From time to time, the Plan Commission reviews and makes recommendations to the Village Board on proposed amendments to the Zoning Code. The Commission recently reviewed a group of proposed amendments at a public hearing on March 8, 2012. The selected amendments were intended to be some of the simpler items on the list of potential amendments maintained by staff. Although, a number of miscellaneous amendments remain on the list, over the last several years, much of the large Code “clean-up” has been completed and many of the remaining items are more substantial and anticipated to involve lengthy discussions and multiple meetings.

The currently proposed amendments:

1. Modify the definitions of “lot coverage ratio”, “sport court” and “structure” and add a new definition for “medical office” to clarify the original intent of these terms and alleviate Code discrepancies or oversights.
2. Add a new Section 10-3-1(B) that establishes the intent of the R2B district similar to all other zoning districts.
3. Add “apparel stores” to the list of permitted uses in the C5A and C5B zoning districts.
4. Add “medical offices” to:
 - a. The list of permitted uses above, below and in “back” spaces in the C5A district.
 - b. The special use list for other ground floor spaces in the C5A district.
 - c. The permitted use list in the C2, C3, C4, C5A and C5B districts.
5. Change “private school” and “school-commercial or trade” from special uses to permitted uses in the C4 district.
6. Modify the “sport court” regulations in Section 10-5-5 to clarify that the regulations apply to residential sport courts.

7. Amend the Planned Unit Development (PUD) review process to grant the Planning and Development Director the authority to approve a combined one-step review process for all PUDs not just PUDs in the downtown and eliminate the requirement for a pre-application meeting for a proposed PUD amendment.

Issues. The proposed amendments were reviewed by the Plan Commission at a public hearing on March 8, 2012. Some of the proposed amendments were modified based on the discussion and deliberation of the Plan Commission. A proposed amendment allowing dwelling units by right on the upper floors of downtown buildings was removed from the proposed list of text amendment to allow time for further research.

Recommendation. The Plan Commission reviewed the proposed amendments at a public hearing on March 8, 2012. No members of the public spoke at the hearing either in favor of or in opposition to the proposed amendments. By a vote of 11-0, the Plan Commission recommended approval of the proposed amendments with modifications.

Action Requested. The Village Board may approve, approve with conditions or deny the proposed zoning code text amendments. In accordance with the recommendation of the Plan Commission, an Ordinance approving the proposed amendments has been prepared for consideration at the March 26, 2012 Village Board meeting. The amendments attached to the Ordinance reflect the changes recommended by the Plan Commission.

Attachments.

- Public hearing notice
- Meeting cancellation notice
- Minutes from March 8, 2012 Plan Commission Meeting
- Ordinance (amendments attached)

**NOTICE OF PUBLIC HEARING REGARDING
PROPOSED AMENDMENTS TO THE GLEN ELLYN ZONING CODE**

The Village of Glen Ellyn is proposing amendments to Chapters 2, 3, 4, 5 and 10 of the Glen Ellyn Zoning Code that will effect the regulations for residential and commercial development in the Village. The proposed amendments are related to such things as sports courts, permitted uses in the C4, C5A and C5B districts, definitions and review processes.

Before the Glen Ellyn Village Board can consider these amendments, the Plan Commission must conduct a public hearing on the proposed zoning code text amendments. The Plan Commission will consider these amendments on Thursday, **February 23, 2012 at 7:30 p.m.** in a meeting room on the third floor of the Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois.

All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. A detailed copy of the proposed text amendments will be available for public review in the Planning and Development Department one week prior to the meeting, Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois, (630) 469-5000. The Plan Commission reserves the right to add, delete or change the proposed regulations based on the deliberations and testimony at the public hearing. Questions pertaining to the proposed zoning code text amendments should be directed to the Michele Stegall, Village Planner, at 547-5249.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village 24 hours in advance of the meeting.

Michele Stegall
Village Planner

(Published in The Daily Herald on Monday, February 6, 2012)

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Glen Ellyn Plan Commission
Glen Ellyn Civic Center
535 Duane Street



CANCELLATION NOTICE

**Please be advised that the Plan Commission meeting
scheduled for tonight Thursday, February 23, 2012
has been cancelled due to the lack of a quorum**

**The Zoning Code Text Amendments scheduled for consideration
at this meeting will be heard on Thursday, March 8, 2012 at 7:30 pm
in the Galligan Board Room of the Glen Ellyn Civic Center
535 Duane Street, Glen Ellyn**

Please call the Planning and Development Department
at (630) 547-5250 with any questions.

cc: Plan Commission
Mark Franz, Village Manager
Staci Hulseberg, Planning and Development Director
Suzanne Connors, Village Clerk
Michele Stegall, Village Planner
Kristen Schrader, Assistant to the Village Manager - ADM
Robert Friedberg, Plan Commission Liaison Trustee
Barbara Utterback, Plan Commission Secretary
Patti Underhill, Administrative Services Coordinator
Jackie Chernesky, Administrative Clerk
Debbie Clewlow, Administrative Clerk
John Norton, Multimedia Specialist
Janie Patch, Economic Development Corporation
Glen Ellyn Public Library
Katherine Wendland, Glen Ellyn Park District
Carolyn Gust, School District 41

DRAFT
PLAN COMMISSION
MINUTES
MARCH 8, 2012

The meeting was called to order by Chairman Julie Fullerton at 7:35 p.m. Plan Commissioners Craig Bromann, Todd Buckton, Tim Elliott, Erik Ford, Jeff Girling, Tracy Heming-Littwin, Heidi Lannen, Jay Strayer, Ray Whalen and Lyn Whiston were present. Also present were Trustee Liaison Robert Friedberg (arrival time 7:50), Village Planner Michele Stegall and Recording Secretary Barbara Utterback. Chairman Fullerton welcomed new member Tracy Heming-Littwin to the Plan Commission.

Plan Commissioner Buckton moved, seconded by Plan Commissioner Girling, to recommend approval of the December 8, 2011 Plan Commission minutes. The motion carried unanimously by voice vote.

Plan Commissioner Buckton moved, seconded by Plan Commissioner Girling, to recommend approval of the January 26, 2012 Plan Commission minutes. The motion carried unanimously by voice vote.

Plan Commissioner Elliott moved, seconded by Plan Commissioner Strayer, to recommend approval of the February 9, 2012 Plan Commission minutes. The motion carried unanimously by voice vote.

Chairman Fullerton stated that on the agenda was a public hearing regarding proposed Zoning Code text amendments.

PUBLIC HEARING – PROPOSED ZONING CODE TEXT AMENDMENTS.

DISCUSSION, CONSIDERATION AND RECOMMENDATION REGARDING PROPOSED AMENDMENTS TO CHAPTERS 2, 3, 4, 5 AND 10 OF THE GLEN ELLYN ZONING CODE THAT WILL AFFECT THE REGULATIONS FOR RESIDENTIAL AND COMMERCIAL DEVELOPMENT IN THE VILLAGE. THE PROPOSED AMENDMENTS ARE RELATED TO SUCH THINGS AS SPORTS COURTS, PERMITTED USES AND SPECIAL USES IN THE C2, C3, C4, C5A AND C5B DISTRICTS, DEFINITIONS AND REVIEW PROCESSES.

Plan Commissioner Buckton moved, seconded by Plan Commissioner Bromann, to open the subject public hearing. The motion carried unanimously by voice vote.

Staff Introduction

Village Planner Michele Stegall stated that on the agenda were various proposed Zoning Code Text Amendments.

Chapter 2, Section 10-2-2, Definitions

1. Lot Coverage Ratio – All Plan Commissioners were in favor of removing the following sentence from the definition of Lot Coverage Ratio: “The first 500 square feet of a detached garage and the first 200 square feet of a porch in the front or corner side yard shall be excluded from the Lot Coverage Ratio calculation in selected zoning districts.” The reason for removing the sentence was because regulations should not be located within definitions as this is not where a reader would typically look for standards and these standards conflict with the lot coverage ratio regulations in the District chapters.
2. Office, Medical: “An office used by one or two licensed health care practitioners for the diagnosis, treatment or care of human beings on an outpatient basis.” This definition is proposed in association with the proposed addition of “medical office” to the list of permitted uses in various commercial zoning districts and to clarify any confusion about the difference between a “medical office” and “medical clinic” which is defined as housing 3 or more healthcare practitioners. Plan Commissioner Buckton inquired if more clarification is required regarding the term health care practitioners. Ms. Stegall responded that if one has a medical degree and medical license, he/she is considered a medical practitioner which includes an orthodontist and a chiropractic office. Also in response to Plan Commissioner Buckton, Ms. Stegall stated that if any type of massage is associated with a business, that business is considered a health spa which is regulated differently than a medical office. Plan Commissioner Lannen recommended changing “health care practitioners” in the definition to “medical practitioners” which would mean a person with a medical license, and the Plan Commissioners were in favor of that change.
3. Residential Sport Court: “Any hard surface or material and associated appurtenances (lights, nets, poles, screens, etc.) designed and constructed for the purpose of recreational and sporting activities such as basketball, baseball, football, hockey, skating, soccer, tennis, volleyball or similar activities on a lot used primarily for residential purposes.” The existing sport court definition is proposed to be amended to better clarify the intent of the associated standards which was to regulate hard surface recreational courts being constructed in the rear yards of single-family homes. The Plan Commissioners were in favor of eliminating the list of recreational and sporting activities from the definition (“such as basketball, baseball, football, hockey, skating, soccer, tennis, volleyball or similar activities”) and also eliminating the word “primarily” from the definition.
4. Structure: The phrase “light standards” was removed from the definition of Structure because, to staff’s knowledge, accessory structure regulations have not historically been applied to light standards. The Plan Commissioners were in favor of this change.

Chapter 3 – Establishment & Purpose of Districts & District Boundaries

5. The Plan Commissioners were in favor of adding a section describing the intent of the R2B District to Section 10-3-1 regarding applying this District to certain portions of unincorporated DuPage County as they are annexed to the Village. When the R2B District was created, an amendment to Section 10-3-1 identifying the intent of this district was overlooked.

Chapter 4 – C5A and C5B District Regulations

6. Section 10-4-17.1(A) Central Business District, C5A Central Retail Core Sub-District – Permitted Uses Within Existing Buildings - 2. Apparel Store will be added. Sections 15, 46/48 related to allowing dwelling units by right on the upper floors in the downtown will be researched further by staff and brought back for further consideration at a later date.

7. Section 10-4-17.1(B) Central Business District, C5A Central Retail Core Sub-District – Special Uses related to upper floor residential dwelling units will be reviewed by staff and brought back for further consideration at a later date.

8. Section 10-4-17.2(A) Central Business District, C5B – Central Service Sub-District, Permitted Uses within Existing Buildings related to upper floor residential dwelling units will be reviewed by staff and brought back for further consideration at a later date.

9. Section 10-4-17.2(B) Central Business District, C5B Central Service Sub-District – Special Uses related to upper floor residential dwelling units will be reviewed by staff and brought back for further consideration at a later date.

Chapter 4: C2 Community Commercial District

10. The Plan Commission was in favor of amending the list of permitted uses to allow “medical offices” as a permitted use: Section 10-4-14(A)5 – 5. Office, business, medical or professional. It was noted that medical offices had been inadvertently removed from the Code.

Chapter 4: C3 Service Commercial District

11. The Plan Commission was in favor of amending the list of permitted uses to allow “medical offices” as a permitted use: Section 10-4-15(A)16 – 16. Office, business, medical or professional. It was noted that medical offices had been inadvertently removed from the code.

Chapter 4: C4 Office District

The Plan Commission was in favor of amending the list of permitted and special uses to allow “private school” and “school – commercial or trade” to be permitted rather than a special use and to add “medical office” to the list of permitted uses.

12. Amend Section 10-4-16(A) as follows and renumber the remainder of the Sections accordingly. 4. Business, medical or professional office. 6. Private school. 9. School – commercial or trade.

13. Amend Section 10-4-16(B) as follows and renumber the remainder of the Section accordingly. Remove 10. Private School and remove 14. School – commercial or trade.

Chapter 5: Supplemental Regulations

14. The Plan Commission was in favor of amending the accessory structure table in Section 10-5-5(B)4 to add to Number 32 the word “Residential” in front of Sport Court and remove the word “playground” that follows Sport Court.

Chapter 10: Administration and Enforcement – Special Use for Planned Unit Development

Ms. Stegall explained that the Planning and Development Director currently has the authority to administratively approve a one-step special use process for PUD’s in the downtown. She added that anyone who would like to combine the 2-step process in other areas of the Village must currently seek approval from the Commission. Ms. Stegall added that if the Plan Commission disagrees with the Planning and Development Director’s decision, they would still have the authority to overrule that decision at the required pre-application meeting. She added that this change would allow staff to give potential developers more certainty earlier in the process regarding what steps would be involved in the entitlement process and what the anticipated time frame for review may be. The Plan Commission was in favor of granting the Planning and Development Director the authority to administratively approve a combined one-step review process for all Planned Unit Developments, not just Planned Unit Developments in the downtown. The Commission was also in favor of the suggestion to remove the requirement for a pre-application meeting for a requested Planned Unit Development Amendment. Most requests for Planned Unit Development Amendments are limited in scope and requiring a pre-application meeting for a Planned Unit Development Amendment could commonly result in two duplicative meetings.

15. Amend Section 10-10-15(A) as follows: Add: (A) Pre-Application Conference:

Paragraph 3 – Remove “For Planned Unit Developments in the C5 District”; add “of the” after “Director”, and add “at the pre-application meeting” following “Plan Commission.”

Remove Paragraph 4c.

16. Amend Section 10-10-15(F)1 as follows:

“After approval of the Final Plan, any requested change in or deviation from the Final Plan shall be reviewed in the same manner as a new Planned Unit Development with the exception of the requirement for a pre-application meeting. The Planning and Development Director may at his or her discretion allow the application to be reviewed according to the procedures for Special Uses set forth in Section 10-10-14, in lieu of the procedures established in this Section 10-10-15. The applicant shall be required to advise the Director of Planning and Development of the existence and address of any property owners’ association related to the subject property, and shall provide proof that such property owners’ association was given notice in advance of any proposed changes or deviations to the approved Final Plan and of the procedure to be followed with respect to such proposed changes or deviations.”

Motion

Plan Commissioner Ford moved, seconded by Plan Commissioner Whiston to approve the document dated February 17, 2012 with changes as discussed regarding proposed Zoning Code Text Amendments. The motion carried unanimously by voice vote.

Trustee Report

Trustee Friedberg provided an update regarding the College of DuPage potentially transferring jurisdiction to the County. He also stated that the Village budget is currently in process and will be voted on in April.

Staff Report

Ms. Stegall asked if the Plan Commissioners would prefer an electronic copy or hard copies of their packets. Plan Commissioners Whiston and Strayer preferred hard copies if the packets were lengthy. Plan Commissioner Buckton preferred electronic copies and Chairman Fullerton was in favor of electronic copies of documents with the exception of applications.

There being no further business before the Plan Commission, Plan Commissioner Ford moved, seconded by Plan Commissioner Whiston, to adjourn the meeting at 8:45 p.m.

Prepared by:
Barbara Utterback, Recording Secretary

Reviewed by:
Michele Stegall, Village Planner

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving Text Amendments
to the Glen Ellyn Zoning Code
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
of the
Village of Glen Ellyn
DuPage County, Illinois
This ___ Day of _____, 20 ____.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this _____
day of _____, 20 ____.

Ordinance No. _____

**An Ordinance Approving Text Amendments
to the Glen Ellyn Zoning Code
Glen Ellyn, IL 60137**

Whereas, the Plan Commission is charged with periodically reviewing and making recommendations to the Village Board on text amendments to the Zoning Code; and

Whereas, in accordance with this responsibility, following due and proper publication of notice in the *Daily Herald* not less than fifteen (15) nor more than thirty (30) days prior thereto, the Glen Ellyn Plan Commission conducted a public hearing on March 8, 2012 to consider a variety of proposed Zoning Code Text Amendments; and

Whereas, no members of the public spoke at the March 8, 2012 public hearing either in favor of or in opposition to the proposed amendments; and

Whereas, based upon the evidence, testimony, and exhibits presented at the March 8, 2012 Plan Commission public hearing, by a vote of eleven (11) “yes and zero (0) “no”, the Glen Ellyn Plan Commission recommended approval of the proposed Zoning Code Text Amendments with modifications as set forth in the minutes of the March 8, 2012 Plan Commission public hearing, a draft of which is attached as Exhibit “A”; and

Whereas, a copy of the proposed Zoning Code Text Amendments with the modifications recommended by the Plan Commission is attached hereto as Exhibit “B” and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the minutes from the aforementioned Plan Commission public hearing and find that it is in the best interest of the Village to accept the recommendation of the Plan Commission and to amend the Glen Ellyn Zoning Code as set forth in Exhibit “B” attached hereto;

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The minutes from the March 8, 2012 Plan Commission public hearing, a draft of which is attached hereto as Exhibit "A", is hereby accepted by the Village President and Board of Trustees.

Section Two: The Glen Ellyn Zoning Code shall be and is hereby amended as set forth in Exhibit "B", attached hereto.

Section Three: The Director of Planning and Development is hereby directed to cause the text of the Glen Ellyn Zoning Code to be amended as approved by this Ordinance and said amendments shall be inserted in proper order into the Zoning Code, and said Zoning Code shall be published and made available for inspection and purchase by the general public.

Section Four: This Ordinance shall be published in pamphlet form within thirty (30) days after its approval in the manner provided by law.

Section Five: The amendments approved herein shall be effectively immediately.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this ____ day
of _____, 20 ____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____, 20 ____).

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EXHIBIT "B"

ZONING CODE TEXT AMENDMENTS

March 19, 2012

~~Strikethrough~~ = Deleted Text

Bold = New Text

CHAPTER 2 – SECTION 10-2-2, DEFINITIONS

Amend the definitions of Lot Coverage Ratio, Sport Court and Structure and create a new definition for Medical Office as indicated below.

1. Lot Coverage Ratio: The numerical value obtained through dividing the sum of the gross horizontal area of the footprint of all buildings and covered or roofed structures on a Zoning Lot by the area of the Zoning Lot on which the buildings are located or intended to be located. ~~The first 500 square feet of a detached garage and the first 200 square feet of a porch in the front or corner side yard shall be excluded from the Lot Coverage Ratio calculation in selected zoning districts.~~
2. **Office, Medical. An office used by one or two licensed medical practitioners for the diagnosis, treatment or care of human beings on an outpatient basis.**
3. **Residential Sport Court: Any hard surface or material and associated appurtenances (lights, nets, poles, screens, etc.) designed and constructed for the purpose of recreational and sporting activities such as basketball, baseball, football, hockey, skating, soccer, tennis, volleyball or similar activities on a lot used for residential purposes.**
4. Structure: Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, walls, fences, signs, ~~light standards~~, air conditioning units and heat pumps, and other fixed mechanical equipment.

CHAPTER 3 – ESTABLISHMENT & PURPOSE OF DISTRICTS & DISTRICT BOUNDARIES

Add the R2B District to Section 10-3-1 which identifies the intent of each district.

5. Add a new Section 10-3-1(G) to read as follows and renumber the remainder of the Section accordingly.

R2B Residential District: The R2B District was created with the intention of applying this district to certain portions of unincorporated DuPage County as they are annexed to the Village. The standards in this district are a combination of DuPage County’s R4 Single-Family Residence District and Glen Ellyn’s R2 Residential District. By combining the standards of these two districts the Village hopes to better protect the character of existing single-family neighborhoods as they are annexed to Glen Ellyn and to reduce the number of nonconformities that may be created upon annexation.

CHAPTER 4 – C5A AND C5B DISTRICT REGULATIONS

Amend the list of permitted and special use to add “apparel store” and “medical office”.

6. **SECTION 10-4-17.1(A) CENTRAL BUSINESS DISTRICT, C5A CENTRAL RETAIL CORE SUB-DISTRICT - PERMITTED USES WITHIN EXISTING BUILDINGS**

Add the “apparel store” and “medical office” to the list of permitted uses and renumber the remainder of the Section accordingly.

2. **Apparel Store**

46. 48. The following uses shall be allowed as permitted uses only above the ground floor, below the ground floor or in ground floor spaces that are setback a minimum of 40 feet from a front or corner building façade and which do not have storefront windows facing public property or a public right of way.

- (a) Club and lodge, private fraternal or religious;
- (b) Health spa;
- (c) Music and dance school;
- (d) Newspaper office and distribution center;
- (e) Office: business, **medical**, professional ~~and~~ or public;
- (f) Engraving, printing, publishing, lithography, blueprinting and photocopy establishment;
- (g) Trade school;
- (h) Travel agency.

7. **SECTION 10-4-17.1(B) CENTRAL BUSINESS DISTRICT, C5A CENTRAL RETAIL CORE SUB-DISTRICT - SPECIAL USES**

Add “medical office” to the list of special uses and renumber the remainder of the Section accordingly.

30. ~~31.~~ Office: business, **medical**, professional ~~and~~ or public.

8. **SECTION 10-4-17.2(A) CENTRAL BUSINESS DISTRICT, C5B – CENTRAL SERVICE SUB-DISTRICT, PERMITTED USES WITHIN EXISTING BUILDINGS**

Add “apparel store” and “medical office” to the list of permitted uses and renumber the remainder of the Section accordingly.

2. **Apparel Store.**

39. 41. Offices: business, **medical**, professional ~~and~~ or public.

CHAPTER 4: C2 COMMUNITY COMMERCIAL DISTRICT

Amend the list of permitted uses to allow “medical offices” as a permitted use.

9. Section 10-4-14(A)5 – Amend as follows:

5. Office, business, **medical** ~~and~~ or professional

CHAPTER 4: C3 SERVICE COMMERCIAL DISTRICT

Amend the list of permitted uses to allow “medical offices” as a permitted use.

10. Section 10-4-15(A)16 – Amend as follows:

16. Office, business, **medical** or professional

CHAPTER 4: C4 OFFICE DISTRICT

Amend the list of permitted and special uses to make “private school” and “school – commercial or trade” permitted rather than a special uses and to add “medical office” to the list of permitted uses.

11. Amend Section 10-4-16(A) as follows and renumber the remainder of the Section accordingly.

4. Business, **medical** ~~and~~ or professional office.

6. **Private school.**

9. **School – commercial or trade.**

12. Amend Section 10-4-16(B) as follows and renumber the remainder of the Section accordingly.

~~10. Private school.~~

~~14. School commercial or trade~~

CHAPTER 5: SUPPLEMENTAL REGULATIONS

13. Amend the accessory structure table in Section 10-5-5(B)4 as follows:

	Obstruction	Front (Corner)	Side	Rear	Regulations
32	Residential Sport Court (playground)			X	Limitations: 1) All courts, appurtenances and equipment must be 10% of the lot width away from the property line. 2) Accessories shall not exceed 15' in height. 3) The intensity of lighting shall not be greater than 0.5 foot-candles measured at the ground at the lot line.

CHAPTER 10: ADMINISTRATION AND ENFORCEMENT – SPECIAL USE FOR PLANNED UNIT DEVELOPMENT

Amend to grant the Planning and Development Director the authority to administratively approve a combined one-step review process for all Planned Unit Developments, not just Planned Unit Developments in the downtown, and to remove the requirement for a pre-application conference for an amendment to a previously approved Planned Unit Development Plan.

14. Amend Section 10-10-15(A) as follows:

(A) **Pre-Application Conference:**

1. Prior to filing a formal application for a Planned Unit Development, the developer shall request a Pre-Application Conference with the Plan Commission and submit the proposed Planned Unit Development. The purpose of this conference is to afford the applicant an opportunity to avail himself of the advice and assistance of

the Plan Commission before preparing the Preliminary Plan and formal application for its approval;

2. The Pre-Application Conference is mandatory, but does not require formal application, ~~fee~~, or filing of a planned development. The Department of Planning and Development shall consult with, advise and assist the applicant in meeting the goals and objectives established in this Zoning Code, but shall have no power to approve or disapprove any proposed planned development, or to impose any special requirements with respect to the applicant's rights to make formal application for approval thereof;
3. ~~For Planned Unit Developments in the C5 District,~~ The Director, of the Department of Planning and Development, may waive **the requirement for the Preliminary and Final Planned Unit Development Plans to be reviewed sequentially and separately and may permit the simultaneous review of the Preliminary and Final Planned Unit Development Plans** ~~compliance with the procedures of this Section 10-10-15 and allow the applicant to use the Special Use procedures set forth in Section 10-10-14 in lieu thereof;~~ provided, however, that the Plan Commission **at the pre-application meeting** may overrule such decision of the Director and require full compliance with the **review** procedures ~~of~~ in Section 10-10-15 ~~this Section~~, if it deems, in its opinion, to be necessary for a full understanding of the proposed development and its impact upon surrounding areas and the Village;
4. At the Pre-Application Conference, the applicant may request relief from specific requirements of Section 10-10-15 (B). In response to that request, the Plan Commission may determine that:
 - a). All the requirements of Section 10-10-15 (B) must be fulfilled; or
 - b). Relief should be granted from specific requirements of Section 10-10-15 (B). The Plan Commission shall indicate in writing the reasons for each waiver and such writing shall be delivered by the Plan Commission to the Director, **of the** Department of Planning and Development, for attachment to the Preliminary Plan when it is filed with the Director by the applicant.;~~or~~
 - e). ~~The applicant may follow the procedures for other Special Uses, as set forth in Section 10-10-14, in lieu of the procedures established in this Section 10-10-15. The Plan Commission shall indicate in writing an explanation of this relief and such writing shall be delivered to the Director, Department of Planning and Development, for attachment to the application for Special Use for Planned Unit Development when it is filed with him by the applicant;~~

15. Amend Section 10-10-15(F)1 as follows:

1. After approval of the Final Plan, any requested change in or deviation from the Final Plan shall be reviewed in the same manner as a new Planned Unit Development, **with the exception of the requirement for a pre-application meeting.** ~~At a Pre-Application Conference before the Plan Commission,~~ **The Planning and Development Director may at his or her discretion allow the proposed amendments to the Preliminary and Final Planned Unit Developments Plans to be reviewed simultaneously.** ~~an applicant for a change from the approved Final Plan may request the review and approval procedures for Special Uses, as set forth in Section 10-10-14, in lieu of the procedures established in this Section 10-10-15. Such waiver may be granted by the Plan Commission by motion, and shall not require a public hearing.~~ The applicant shall be required to advise the Director of Planning and Development of the existence and address of any property owners' association related to the subject property, and shall provide proof that such property owners' association was given ~~registered mail~~ notice in advance of ~~the Pre-Application Conference~~ of any proposed changes or deviations **to the approved Final Plan** and of the procedure to be followed with respect to such proposed changes or deviations;

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MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner *MJS*
Lori Gloude, Administrative Clerk *JG* *SH*

DATE: March 15, 2012

FOR: March 26, 2012 Village Board Regular Meeting

RE: Adoption of the Official 2012 Zoning District Map



Background. Section 5/11-13-19 of the Illinois Compiled Statutes requires the Village to publish an updated Zoning Map by April 1st of each year. This update typically includes annexations, zoning map amendments and the correction of any scrivener's errors. The following changes were made to the Zoning Map over the past year.

1. Boundary Line Agreement with Lombard. On November 28, 2011, the Village Board adopted Ordinance 5974 which approved a new boundary agreement between the Village of Lombard and the Village of Glen Ellyn. On March 1, 2012 the Village of Lombard adopted Ordinance 6693 which approves the boundary agreement. The new boundary line more closely follows the I-355 corridor which acts as a natural divider.
2. 1S760 Kenilworth Avenue. On April 25, 2011, the Village Board adopted Ordinance 5934 which approved the annexation and a zoning map amendment for the property at 1S760 Kenilworth Avenue (new address 390 S. Kenilworth Avenue). This property was zoned R0 Residential District.
3. 0N180 Cumnor Avenue. On March 12, 2012, the Village Board approved Ordinance 6009 which approved the annexation and zoning of property at 0N180 Cumnor Avenue (new address 498 Country Club Lane). This property was zoned R2 Residential district.
4. Street Name Correction. That portion of Maple Street west of Kenilworth Avenue was eliminated from the zoning map as it is actually Kenilworth Avenue.

Recommendation. The Plan Commission will be reviewing the updated map at their March 22, 2012 meeting.

Action Requested. The Village Board should consider the adoption of the Official 2012 Zoning Map. A resolution adopting the attached map as the Official 2012 Zoning Map is attached for consideration at the March 26, 2012 Village Board Meeting.

Attachments.

- Draft Official 2012 Zoning Map (changes are numbered and correspond with the numbers in the memorandum).
- Resolution

Resolution No. _____

**A Resolution Authorizing Adoption of the
2012 Official Zoning District Map for
the Village of Glen Ellyn,
DuPage County, Illinois**

Whereas, Chapter 65, Section 5/11-13-19 of the Illinois Compiled Statutes requires that the Village publish an updated zoning district map prior to March 31 of each year; and

Whereas, the Village of Glen Ellyn Zoning District Map has been updated to reflect the zoning changes approved by the Village Board over the last year and it is recommended that the Village Board approve the updated map as the Official 2012 Zoning District Map; and

Whereas, the Village Board of the Village of Glen Ellyn considered the proposed revisions to the Zoning District Map at a Village Board regular meeting on March 26, 2012.

Now, Therefore, be it Resolved by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The revisions to the Village of Glen Ellyn, Illinois, Zoning District Map as shown on the Official 2012 Zoning Map dated March 26, 2012 are hereby approved.

Section Two: The Village Clerk is hereby authorized to maintain on file the Official 2012 Zoning Map dated March 26, 2012 and to make said map available to the public for inspection and purchase.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2012.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2012.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

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MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Director of Planning & Development

DATE: March 20, 2012

FOR: March 26, 2012 Village Board Meeting

RE: License Agreements for Hot dog Stand, Einstein Bros. Bagels and Vitorio's Ristorante



Background

Since 1995, the Village Board has authorized one or more License Agreements for tables and chairs, hot dog and gelato sales, wind enclosures and related items to be located on the public sidewalk in the central business district. This year, the Planning and Development Department mailed draft license agreements to four (4) restaurants and one (1) mobile cart owner who have expressed interest in locating structures on the public sidewalk in the downtown.

Last year, the Village Board approved an amendment to the Village Code to allow restaurants with liquor licenses the ability to serve alcohol at tables and chairs on the public sidewalk subject to certain conditions and approvals. Eligible restaurants have been notified of this opportunity. The Alliance is working with downtown restaurant owners to encourage and assist them with starting these sidewalk cafés. As a result of the Alliance's efforts, we expect to see a number of sidewalk cafés in the downtown in the near future.

Issues

So far this year, three businesses (Einstein Bros. Bagels, Vitorio's Ristorante, and Heaven-Lee Hot Dogs), have submitted signed license agreements and supplemental documentation. Vitorio's has also submitted an application for approval of a Public Sidewalk Liquor License. These documents are ready for Village Board consideration.

Recommendation

Draft license agreements are attached to allow tables and chairs in the public right-of-way for Einstein Bros. Bagels at 443 North Main Street,

Vitorio's Ristorante at 504 Crescent Boulevard and a hot dog stand on the sidewalk at the northeast corner of Crescent Boulevard and North Main Street. The license agreements are similar to past years. The application for a Public Sidewalk Supplemental Liquor License for Vitorio's Ristorante is also attached.

The applicants have submitted all the required information including the \$50 license agreement fee, \$100 Supplemental Liquor License fee, signed license agreement, and a certificate of liability insurance. Due to past problems with overflowing trash containers in front of Einstein Bros. Bagels, we currently hold a cash escrow posted by Einstein's that would be used to cover Village staff costs in the event it were necessary to empty trash containers in front of the restaurant. To date, there have been no deductions from the garbage escrow.

Action Requested

It is requested that the Village Board make a motion to approve license agreements for Heaven-Lee Hot Dogs, Vitorio's Ristorante, and Einstein Bros. Bagels and a Public Sidewalk Supplemental Liquor License for Vitorio's Ristorante.

Attachments: Hot Dog Stand License Agreement
Einstein's License Agreement
Vitorio's Ristorante License Agreement
Vitorio's Ristorante Supplemental Liquor License Application

cc: Phil Norton, Police Chief
Patti Underhill, Administrative Services Coordinator
Joe Snellgrove, Heaven-Lee Hot Dogs
Susan Scheuermann, Einstein & Noah Corporation
Joanne Spata, Vitorio's Ristorante
Carol White, Executive Director, Alliance of Downtown Glen Ellyn

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2012, effective the ____ day of _____, 2012, by and between the Village of Glen Ellyn (“Licensor”) and Joe Snellgrove (“Licensee”) pertaining to the property located at 461 North Main Street, Glen Ellyn, Illinois 60137.

1. **Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a portable hot dog machine to be located on the sidewalk and the right-of-way in front of 461 N. Main Street, the licensed area, and to (b) maintain a trash receptacle, in accordance with the standards contained below and with the following terms, covenants and conditions. The Licensee will not be allowed to operate where there is competition with a special downtown activity that is also offering food service.

2. **Terms:** This Agreement shall expire December 31, 2012 or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 30 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.

4. **Permits and Licenses:** (a) Licensee, at its sole effort and expense, shall conform to the Village Code and DuPage County Health Department regulations; (b) Licensee shall present to the Village Cashier’s Office an Illinois State Sales Tax Certificate Number and Federal Identification Number; and (c) Licensee shall present a permission letter from the owner of the building to allow the hot dog stand on the sidewalk in front of 461 N. Main Street.

5. **Installation of Hot Dog Machine:**
a. **Hot Dog Machine:** Licensee is permitted to locate on the sidewalk portion of the right-of-way in front of the property at 461 N. Main Street daily, 11:00 a.m. to 7:00 p.m., except that the Licensee may operate up to 9:30 p.m. on Thursday nights. The Village Manager may authorize the Licensee to operate in other locations during the Taste of Glen Ellyn and up to 10 other days. Licensee agrees to maintain a minimum of a 5-foot clearance for pedestrians on the public sidewalk. Licensor does not warrant that the location where the Licensee seeks to place its equipment is a Village right-of-way, and this License Agreement contains no warranty of quiet, enjoyment and use. The Licensor intends to transfer only a license with regard to that interest in land which it possesses.

b. **Trash Receptacle:** Licensee shall maintain the trash receptacle located in proximity to the hot dog machine in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacle on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacle more frequently, if necessary. Licensor is the owner of the trash receptacle. If the trash receptacle is full and/or overflowing, Licensor may terminate this agreement with 7 days written notice to Licensee, and the hot dog machine shall immediately be removed from the public sidewalk.

c. **Landscape Planters**: It is expected that all Licensees shall install and maintain a minimum of two planters, planted with flowering annuals and/or perennials, located on or over the public sidewalk adjacent to the property. However, in light of the Licensee's unique location circumstance, the requirement to install the above-referenced planters has been waived. The Licensee has paid a one-time contribution of \$100.00 to Licensor toward Village expenses to beautify the area with publicly supplied landscape planters. No further contributions toward this requirement are expected.

6. **Maintenance**: Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the hot dog machine from the licensed area in advance of the expiration date of this Agreement.

7. **Removal**: Upon the expiration or the termination of this License, Licensee shall not place the hot dog machine on the public right-of-way. Further, each day, no later than one half-hour following the close of business at 461 North Main Street, Licensee shall remove the hot dog machine from the public right-of-way.

8. **Termination**: If Licensee fails in any respect to perform any agreements, covenant or obligation in this License, then and in such event, Licensor, after providing at least 7 days written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice**: Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
Joe Snellgrove
Heaven-Lee Hot Dogs
2832 Davenport Drive
West Chicago, IL 60185

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment**: Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless**: Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the

defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2,000,000 each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous:**

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

Village President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

By: _____

Name: _____

Title: _____

LICENSEE:

Joe Snellgrove, Owner
Heaven-Lee Hot Dogs
2832 Davenport Drive
West Chicago, IL 60185

By: Joe Snellgrove

Name: Joe Snellgrove

Title: Owner

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2012, effective the ____ day of _____, 2012, by and between the Village of Glen Ellyn ("Licensor") and Einstein and Noah Corporation ("Licensee") pertaining to the property located at 443 North Main Street, Glen Ellyn, Illinois 60137.

1. **Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of five (5) tables and ten (10) chairs to be located on the sidewalk and the right-of-way in front of 443 North Main Street, the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **Terms:** This Agreement shall expire January 31, 2013, or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code and DuPage County Health Department regulations.

5. **Installation of Street Furniture:**

a. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Main Street right-of-way immediately in front of the property at 443 North Main Street five (5) tables and ten (10) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs may be located on the sidewalk during the hours of operation of Einstein Brothers Bagels, but shall be located so that a five-foot wide east to west passage is maintained at 443 North Main Street. Licensee shall allow restaurant patrons to dine on tables and chairs in the licensed area described above but at no time provide sales and service outside the restaurant. At a minimum, the public right-of-way shall be cleaned each day.

b. **Trash Receptacle:** Licensee shall maintain the trash receptacle located in proximity to the tables and chairs in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacle on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacle more frequently, if necessary. Licensor is the owner of the trash receptacle. In order to ensure that the trash receptacle is properly maintained, Licensee shall provide five hundred dollars (\$500.00) as a Garbage Cash Escrow Deposit to be held by the Village during the term of this License Agreement and while the tables and chairs are located on the public sidewalk. In the event that the Village finds that the trash is overflowing, the Village will send personnel to empty the container. An expense of fifty dollars (\$50.00) to empty the trash

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
Susan Scheuermann, Real Estate Services
Einstein and Noah Corporation
555 Zang Street, Suite 300
Lakewood, CO 80228

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous:**

- a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.
- b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.
- c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.
- d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

container will be assessed to Licensee each time the trash is emptied by the Village, and that amount will be deducted from Licensee's Garbage Cash Escrow Deposit. The Village will notify Licensee each time funds are deducted from the Escrow Deposit. If the Escrow becomes depleted, the Village will send notice to Licensee that the license agreement is terminated, in accordance with Paragraph 8 of this Agreement, and the tables and chairs must be removed from the public sidewalk immediately.

c. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with live flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 443 North Main Street. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis.

d. **Bike Rack:** Licensor provided a bike rack in the vicinity of 443 North Main Street, and Licensee reimbursed Licensor for the cost of the bike rack. Licensor is the owner of the bike rack.

6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement.

7. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area. Further, each evening, no later than one half-hour following the close of business at Einstein Brothers Bagels, Licensee shall remove the tables and chairs from the licensed area. The hours the tables and chairs may be located on the sidewalk are:

Monday - Friday	5:00 a.m. to 5:30 p.m.
Saturday - Sunday	6:00 a.m. to 4:30 p.m.

8. **Termination:** If Licensee fails in any respect to perform any agreements, covenant or obligation in this License, then and in such event, Licensor, after providing at least 7 days' written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

DATED as of the date first set forth above.

LICENSOR:

Village President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

LICENSEE:

Susan Scheuermann, Real Estate Services
Einstein and Noah Corporation
555 Zang Street, Suite 300
Lakewood, CO 80228

By: _____

Name: _____

Title: _____

By: Susan Scheuermann

Name: Susan Scheuermann

Title: SR: Lease Admin.

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LICENSE AGREEMENT

This Agreement, made and entered into as of this 16 day of March, 2012, effective the 1 day of Nov, 2012, by and between the Village of Glen Ellyn ("Licensor") and JoAnne Spata, owner of Vitorio's Ristorante ("Licensee"), pertaining to the property located at 504 Crescent Blvd., Glen Ellyn, Illinois 60137.

1. **Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of two (2) tables and four (4) chairs to be located on the sidewalk and the right-of-way in front of 504 Crescent Blvd., the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **Terms:** This Agreement shall expire November 1, 2012, or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of the License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code, DuPage County Health Department regulations, and Illinois Accessibility Code. Liquor service to the approved tables and chairs shall only be allowed after the issuance of any appropriate liquor license(s) and shall be subject to all applicable regulations in the Village Liquor Control Code.

5. **Installation of Street Furniture:**
 - a. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Crescent Blvd. right-of-way immediately in front of the property at 504 Crescent Blvd. two (2) tables and four (4) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs shall be located so that a five-foot wide north to south passage is maintained at 504 Crescent Blvd. At a minimum, the public right-of-way shall be cleaned each day.
 - b. **Trash Receptacle:** Licensee shall maintain the trash receptacles located in proximity to the tables and chairs in a neat and orderly manner and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacles on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacles more frequently, if necessary. Licensor is the owner of the trash receptacles. If the trash receptacles are full and/or overflowing, Licensor may terminate this agreement with 7 days written notice to Licensee, and the tables and chairs shall immediately be removed from the public sidewalk.

c. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with live flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 504 Crescent Blvd. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis.

6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement.

7. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area.

8. **Termination:** If Licensee fails in any respect to perform any agreements, covenants or obligations in this License, then and in such event, Licensor, after providing at least 7 days' written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
JoAnne Spata, Owner
Vitorio's Ristorante
504 Crescent Blvd.
Glen Ellyn, IL 60137

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its

rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous:**

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

Village President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

By: _____

Name: _____

Title: _____

LICENSEE:

JoAnne Spata, Owner
Vitorio's Ristorante
504 Crescent Blvd.
Glen Ellyn, IL 60137

By: Joanne Spata

Name: Joanne Spata

Title: owner

Vitorio's Ristorante

PUBLIC SIDEWALK SUPPLEMENTAL LIQUOR LICENSE CLASS B-5
APPLICATION FORM
Village of Glen Ellyn

(July 2011)

Date Application Received 3/20/12
Name of Business: VITORIOS RESTAURANTE Contact Person: JOANNE SPATA
Address of Business: 504 Crescent Blvd
Telephone No. 630-469-4745 Fax No. 630-469-4756

Property Owner

Property Occupant

Required Submittals - please include:

A valid License Agreement for tables and chairs to be placed on the public sidewalk approved by the Village Board.

Dimensioned drawing showing the sidewalk adjacent to the business, any street lights, signs, planters, trees, tree grates, the curb, on street parking or any other public appurtenances, location of tables and chairs, and if applicable, the proposed fencing. The drawing must detail the distance from the proposed table, chairs, and fence to the curb.

Annual Fee - \$100.

this is plus - what we pay in June? too much!

INDEMNIFICATION STATEMENT

I, Joanne Spata representing Business - Vitorios Restaurante
As its owner

agree to hold harmless and indemnify the Village, its directors, officers, employees and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, and all causes of action of any kind or character resulting from my use of the public sidewalk as a café.

I certify that I have read and understand Section 3-19-11 of the Glen Ellyn Village Code which sets the requirements for the Class B-5 Public Sidewalk Supplemental Liquor License.

Joanne Spata 3-16-12
Signature Date

The above application for a Class B-5 liquor license has been approved by the Local Liquor Control Commissioner acting under the provisions of the Glen Ellyn Liquor Control Code as contained in the Village Code of the Village of Glen Ellyn, Illinois.

Village President/Local Liquor Control Commissioner

Date

Planning and Development -

Inspection of public improvements completed - Date _____ By: _____

MEMORANDUM

A-6P

TO: Mark Franz, Village Manager

FROM: Philip Norton, Chief of Police *PN*

DATE: March 21, 2012

RE: Parking Ordinance Revision



Background

On March 12, 2012, the Village Board passed an ordinance allowing specified parking spaces for Library employees in the Duane and Lorraine parking facility. Prior to that passage the Village President expressed interest in equalizing the cost the library paid for the spots with those that local employers/employees paid for discounted spaces in the same lot. Per existing ordinance, the employer cost is \$30 per quarter and the new library employee parking fee is \$25 per quarter.

Action Requested

An ordinance has been prepared which will lower the cost of employers/employee from \$30 to \$25 per quarter.

Attachments

Ordinance amendment.

VILLAGE OF GLEN ELLYN

ORDINANCE NO. _____ -VC

AN ORDINANCE TO AMEND SECTION 9-2-12
(MUNICIPAL PERMIT ONLY PARKING LOTS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING PARKING IN THE DUANE AND LORRAINE PARKING LOT

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS
THIS _____ DAY OF _____, 20_____.

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County,
Illinois, this _____ day of
_____, 20_____.

ORDINANCE NO. _____ - VC

AN ORDINANCE TO AMEND SECTION 9-2-12
(MUNICIPAL PERMIT ONLY PARKING LOTS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING PARKING IN THE DUANE AND LORRAINE PARKING LOT

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION ONE: Section 9-2-12 (MUNICIPAL PERMIT ONLY PARKING LOTS) of the Glen Ellyn Village Code is hereby amended by the following:

(E) Fees: The fee for the issuance of a parking permit shall be as follows:

3. For central business district employees and business owners:

(c) Duane and Lorraine lot: Twenty five dollars (\$25.00).

SECTION TWO: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

AYES:

NAYS:

ABSENT:

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this
_____ day of _____, 20____.

Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the Village
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____,
20____.)

9-2-12: MUNICIPAL PERMIT ONLY PARKING LOTS:

(E) Fees: The fee for the issuance of a parking permit shall be as follows:

1. For Glen Ellyn residents:

(a) Train station lot sections A, B, C and D: Eighty five dollars (\$85.00).

(b) Duane and Forest lot: Eighty five dollars (\$85.00).

(c) All other lots: Seventy dollars (\$70.00).

(d) Permit parking spaces may be purchased annually based upon a calendar year at the rate of the quarterly fee times four (4). Prorated annual fees will be rounded to the nearest dollar. Refunds will be made for unused full months. A five dollar (\$5.00) processing fee will be deducted from the refund.

2. For nonresidents:

(a) Train station lot sections A, B, C and D: One hundred forty five dollars (\$145.00).

(b) Duane and Forest lot: One hundred forty five dollars (\$145.00).

(c) All other lots: One hundred thirty dollars (\$130.00).

(d) Permit parking spaces may be purchased annually based upon a calendar year at the rate of the quarterly fee times four (4). Prorated annual fees will be rounded to the nearest dollar. Refunds will be made for unused full months. A five dollar (\$5.00) processing fee will be deducted from the refund.

3. For central business district employees and business owners:

(a) Crescent and Glenwood lot: Forty dollars (\$40.00).

(b) Train station lot sections A, B, C and D: Fifty dollars (\$50.00).

(c) Duane and Lorraine lot: Thirty dollars (\$30.00). (Ord. 5101, 10-28-2002)

(d) Employee parking only portion of Main and Pennsylvania lot: Forty dollars (\$40.00). (Ord. 5560, 3-26-2007)

(e) All other lots: Seventy dollars (\$70.00).

(f) Permit parking spaces may be purchased annually based upon a calendar year at the rate of the quarterly fee times four (4). Prorated annual fees will be rounded to the nearest dollar. Refunds will be made for unused full months. A five dollar (\$5.00) processing fee will be deducted from the refund. (Ord. 5101, 10-28-2002; amd. Ord. 5560, 3-26-2007)

4. For motorcycles and motor driven cycles:

(a) Train station lot sections B and D in designated motorcycle or motor driven cycles spaces only: One hundred dollars (\$100.00) per year. (Ord. 5878, 7-12-2010)

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner *MS*
Kasey Matthews, Planning Intern *KM*

DATE: March 16, 2012

RE: Annexation Agreements for Six Unincorporated Properties Connected to Village Water and Sanitary Sewer



Background

There are six (6) properties in the unincorporated Glen Crest area to the southeast of the current Village limits which are connected to Village water and sanitary sewer services without valid annexation agreements. These properties are: 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road (see attached map). A variety of circumstances resulted in these properties being connected to Village utilities without the appropriate annexation agreements.

Three (3) properties, 21W644 Bemis Rd, 1S551 Route 53 and 1S563 Route 53, had annexation agreements permitting connection to Village utilities; however, these agreements expired in 2001, 2009 and 2009, respectively. Village records indicate the property located at 1S531 Sunnybrook Road connected to Village sewer in 1966, then later paid recapture fees and connected to Village water in 2003 as a result of a utility extension for an adjacent subdivision. The recapture agreement required the property owner to execute an annexation agreement; however, there is no indication of an agreement ever being adopted. No records have been found to determine the circumstances for the connection for the last two (2) properties, located at 21W534 Bemis Road and 21W654 Bemis Road.

It is the Village's policy that properties connected to Village utilities be incorporated or have valid annexation agreements with the Village. Therefore, last fall draft annexation agreements were prepared and mailed to each of the property owners for their review and signature. Over the course of several months, agreements were signed by all of the property owners and are now ready for consideration by the Village Board.

With the adoption of these agreements there will now be 155 parcels in the area with valid annexation agreements with the Village. The first of these agreements expires in 2019. A map showing the location of the six (6) properties and the other properties in the area with agreements is attached.

One of the annexation agreements is attached as a representation of all six (6) agreements. All of the agreements are substantially the same. In accordance with Village policy, the agreements permit the continuation of water and sanitary sewer service with the requirement that the property owners allow the property to be annexed into the Village when the property becomes contiguous with the Village limits. Each agreement outlines the process for and conditions under which an annexation will occur and what the property will be zoned upon annexation.

In accordance with Illinois Statute, the Village Board must hold a public hearing prior to considering the proposed annexation agreements. Notice of the public hearing was published March 9, 2012 in the *Daily Herald*. Letters notifying the property owners and others required by state statute of the public hearing were mailed on March 9, 2012.

Action Requested

The Village Board is requested to conduct a public hearing and act on the proposed annexation agreements. An ordinance approving the annexation agreements has been prepared for consideration by the Village Board.

Attachments

- Public Hearing Notice/Map/Address List
- Annexation Agreement Area Map
- Draft Ordinance
- Representative Annexation Agreement - 21W644 Bemis Road

CC: Phil Norton, Police Chief
Julius Hansen, Public Works Director

NOTICE OF PUBLIC HEARING
REGARDING PROPOSED ANNEXATION AGREEMENTS
WITH THE VILLAGE OF GLEN ELLYN

In accordance with the Illinois Municipal Code, 65 ILCS 5/11-15.1-3 on **Monday, March 26, 2012 at 8:00pm**, the Glen Ellyn Village Board will conduct a public hearing to consider entering into annexation agreements with six (6) properties located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road. These properties are generally bounded by Route 53 on the west, Bemis Road to the south, Sheehan Avenue to the North and Interstate 355 on the east. The Village Board may act on the proposed annexation agreements this same night following the public hearing.

The subject properties are located in unincorporated DuPage County and are not currently contiguous to the Village Limits. The properties are legally described as follows:

21W534 Bemis Road: THE WEST 150 FEET OF THE EAST 300 FEET OF LOTS 23 AND 24 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF THE PART OF THE WEST 2013 FEET OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT NUMBER 430032, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-060

21W644 Bemis Road: THE SOUTH 200 FEET (EXCEPT THE WEST 100 FEET THEREOF) OF LOT 11 AND THE WEST 24 FEET OF THE SOUTH 200 FEET OF LOT 12 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-043

21W654 Bemis Road: THE WEST 100.0 FEET OF THE SOUTH 200.0 FEET OF LOT 11 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT #430032, IN DUPAGE COUNTY, ILLINOIS.
LOT 1 IN ANGELO D'ANDREA'S PLAT OF SURVEY OF THE SOUTH 200 FEET OF LOTS 11, 12 AND 13 OF FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1955 AS DOCUMENT #753201 IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-042

1S551 Route 53: LOT 13 IN GLEN ELLYN ESTATES UNIT #1, BEING A SUBDIVISION OF

PART OF LEUTHESSERS ASSESSMENT PLAT IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLEN ELLYN ESTATES UNIT #1, RECORDED MARCH 22, 1967 AS DOCUMENT #R67-8266, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-026

IS563 Route 53: LOT 14 IN GLEN ELLYN ESTATES UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF LEUTHESSER'S ASSESSMENT PLAT, IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLEN ELLYN ESTATES UNIT NUMBER ONE, RECORDED MARCH 22, 1967 AS DOCUMENT R67-8266, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-027

IS531 Sunnybrook Road: LOT 59 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS FIRST ADDITION, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1941 AS DOCUMENT 431194, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-302-008

All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. Copies of the annexation agreements are available for public review in the Planning and Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation agreements should be directed to Kasey Matthews, Planning Intern at 630-547-5246.

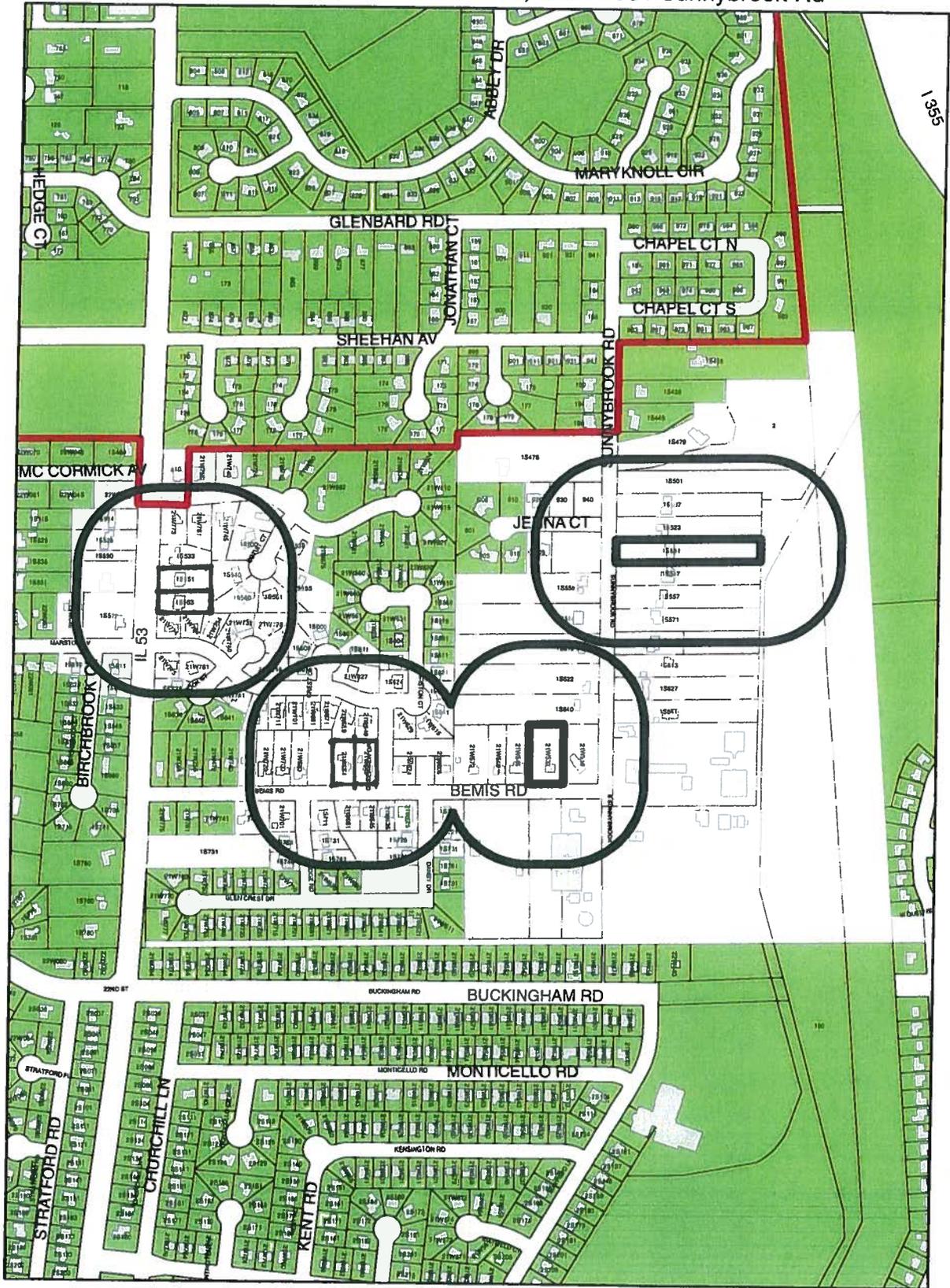
Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.

Kasey Matthews, Planning Intern
Village of Glen Ellyn

(Published in the Daily Herald on March 9, 2012)

Annexation Agreements:

21W534 Bemis Rd, 21W644 Bemis Rd, 21W654 Bemis Rd,
1S551 Route 53, 1S563 Route 53, and 1S531 Sunnybrook Rd



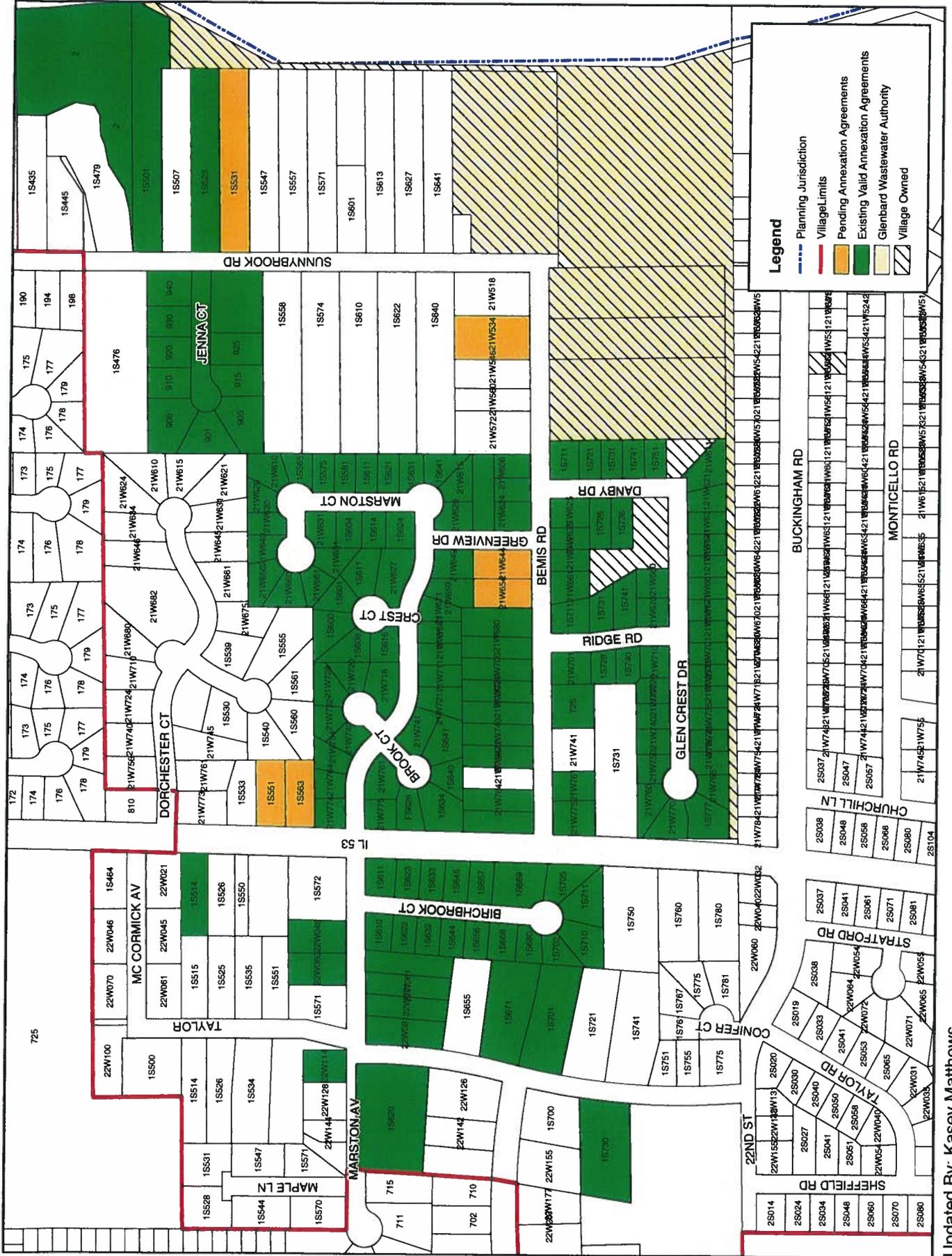
Prepared By: Planning and Development

Date: March 7, 2012

0 175 350 700
Feet



Marston/Bemis/Glen Crest Subdivision Area



Updated By: Kasey Matthews
Date: March 16, 2012

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
For Six Properties Southeast of the Current Village Limits
Located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road,
1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road
Glen Ellyn, IL**

**Adopted by the
President and Board of Trustees of the
Village of Glen Ellyn,
DuPage County, Illinois
This ____ Day of _____, 2012**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this ____
day of _____, 2012.

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for Six Properties Southeast of the Current Village Limits
Located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road,
1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road
Glen Ellyn, IL**

Whereas, there are 6 properties in unincorporated Glen Ellyn to the southeast of the Village limits, which are connected to Village water and sanitary sewer but do not have valid annexation agreements with the Village; and

Whereas, the Village maintains a policy that all unincorporated properties receiving Village water and/or sanitary sewer services must have a valid annexation agreement; and

Whereas, the owners of these 6 properties, which are commonly known as 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road, have complied with the Village's request to enter into annexation agreements in order to continue to receive Village water and sanitary sewer services; and

Whereas, the 6 properties are not currently located within the corporate limits of any municipality and are not currently contiguous to the corporate limits of the Village of Glen Ellyn; and

Whereas, the subject properties are legally described as follows:

21W534 Bemis Road: THE WEST 150 FEET OF THE EAST 300 FEET OF LOTS 23 AND 24 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF THE PART OF THE WEST 2013 FEET OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT NUMBER 430032, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-060 (Address upon annexation: 944 Bemis Road);

21W644 Bemis Road: THE SOUTH 200 FEET (EXCEPT THE WEST 100 FEET THEREOF) OF LOT 11 AND THE WEST 24 FEET OF THE SOUTH 200 FEET OF LOT 12 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST

QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-043 (Address upon annexation: 888 Bemis Road);

21W654 Bemis Road: THE WEST 100.0 FEET OF THE SOUTH 200.0 FEET OF LOT 11 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT #430032, IN DUPAGE COUNTY, ILLINOIS.

LOT 1 IN ANGELO D'ANDREA'S PLAT OF SURVEY OF THE SOUTH 200 FEET OF LOTS 11, 12 AND 13 OF FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1955 AS DOCUMENT #753201 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-042 (Address upon annexation: 880 Bemis Road);

1S551 Route 53: LOT 13 IN GLEN ELLYN ESTATES UNIT #1, BEING A SUBDIVISION OF PART OF LEUTHESSERS ASSESSMENT PLAT IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLEN ELLYN ESTATES UNIT #1, RECORDED MARCH 22, 1967 AS DOCUMENT #R67-8266, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-026 (Address upon annexation: 273 Route 53);

1S563 Route 53: LOT 14 IN GLEN ELLYN ESTATES UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF LEUTHESSER'S ASSESSMENT PLAT, IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLEN ELLYN ESTATES UNIT NUMBER ONE, RECORDED MARCH 22, 1967 AS DOCUMENT R67-8266, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-027 (Address upon annexation: 285 Route 53);

1S531 Sunnybrook Road: LOT 59 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS FIRST ADDITION, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1941 AS DOCUMENT 431194, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-302-008 (Address upon annexation: 259 Sunnybrook Road);

Whereas, the record titleholders of each of the 6 properties have indicated that they are

ready, willing, and able to enter into the annexation agreements, attached hereto as Exhibits “A” through “F” and to bind themselves and their successors in interest to the terms of said annexation agreements; and

Whereas, the Village has issued, delivered and published all statutorily required notices regarding the consideration of the proposed annexation agreements; and

Whereas, in accordance with all statutorily required notices, on March 26, 2012, the Village Board conducted a public hearing on the proposed annexation agreements; and

Whereas, after due consideration and pursuant to the aforesaid public hearing, the President and Board of Trustees deem it in the best interest of the Village of Glen Ellyn to enter into the annexation agreements, attached hereto as Exhibits “A” through “F”.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The foregoing recitals and the preambles in the annexation agreements attached hereto as Exhibits “A” through “F” shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

Section Two: The Village President and Village Clerk are hereby authorized and directed to execute and attest the annexation agreements for 6 properties located at 21W534 Bemis Road, 21W644 Bemis Road, 21W654 Bemis Road, 1S551 Route 53, 1S563 Route 53 and 1S531 Sunnybrook Road, attached hereto as Exhibits “A” through “F” on behalf of the Village of Glen Ellyn.

Section Three: The Village Clerk is hereby authorized and directed to cause said annexation agreements to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all of the parties, together with a certified copy of this

Ordinance approving the execution of the annexation agreements on behalf of the Village of Glen Ellyn.

Section Four: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 20____.

Ayes:

Nays:

Absent:

Abstentions:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this ____ day of _____, 20 ____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____)

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this _____ day of _____ 2011, by, between, and among Christine Murphy ("Owner"), and the Village of Glen Ellyn ("Village"). The Village and Owner are collectively referred to as ("Parties").

RECITALS

- A. The Owner is the owner of record of a parcel of land commonly known as 21W644 Bemis Road and which is located on the north side of Bemis Road between Sunnybrook Road and Route 53 and is not currently contiguous to the Village of Glen Ellyn. The subject property is legally described on *Exhibit "A"* attached hereto, is identified for real estate purposes as P.I.N. 05-24-300-043 ("Property"), and is currently improved with one single family home.
- B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.
- C. The Owner and Village previously entered into an annexation agreement on October 26, 1981 by Ordinance 2698, in order to permit the extension of water and sanitary sewer service to Owner's property.
- D. The above mentioned agreement had a term of 20 years and expired on October 26, 2001.
- E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owner and Village have negotiated the terms of a new annexation agreement.
- F. The Village is willing to allow the continuation of water and sanitary sewer services to the Property, so long as the Owner agrees to petition the Village for voluntary annexation upon the Property becoming contiguous to Glen Ellyn, or to cooperate in the filing of a court petition requesting annexation to Glen Ellyn, along with other properties, upon the request of the Village.
- G. A public hearing to consider this Agreement was noticed in the *Glen Ellyn News* on _____ and was held by the Village President and Board of Trustees on _____.
- H. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*
- I. The Owner has agreed that the Property will be zoned in accordance with the R2B Residential District regulations as set forth in Section 10-4-9 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the Property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.
- J. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2B Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits,

extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.
2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.
3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owner (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement, (b) provide Owner's proof of ownership of the Property and, (c) provide a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before the Village's receipt of the Annexation Petition, the Owner's proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 et. seq., or 65 ILCS 5/7-1-11, as amended, the Owner and/or their successors and assigns shall join in, and properly execute, a Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owner.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owner or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent and contiguous to the Village, the Property will be annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of

the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Planning and Development Director shall, without further hearing automatically zone the Property R2B Residential District in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service. The Village agrees to permit the continuation of water and sewer services to the Property. In the event that the Owner fails to petition the Village for annexation in accordance with Section 3 above or fail to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water and sewer services to the Property and enforce this agreement in a court of appropriate jurisdiction by specific performance.

6. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, Owner agrees to pay the usual and customary charges for water and sanitary sewer service for customers outside Glen Ellyn limits, as may be established from time to time by the Corporate authorities of Glen Ellyn.

7. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village, the Property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein.

8. Fire Protection. Even before annexation, the Property shall comply with the Village's Fire Suppression Sprinkler requirements. Any new home constructed on the Property shall have a fire suppression sprinkler system. Before commencing construction, the Owner shall receive approval from the Village of the fire suppression sprinkler system design to be installed in the home. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay an inspection fee of \$300. Any new residence shall not be occupied until the Village Inspector approves the fire suppression sprinkler system installation. If an addition is constructed to any existing residence on the Property, a fire suppression sprinkler system must be installed if required by the Village building code for the class of the addition. If the Village building code requires

installation of a fire suppression system for any addition to an existing structure on the Property, the provisions for permit, inspection and occupancy set forth herein above in this Section shall also apply to the construction of the addition.

9. Park District. Owner shall also, within thirty (30) days after the annexation of the Property, submit an accurate map of the Property to the Glen Ellyn Park District, along with such other documentation requested by the Park District, in order to annex the Property to said Park District.

10. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village address to the Property.

11. Annexation Fee. At the time of annexation, the Owner shall pay an annexation fee to the Village in the amount of \$250.

12. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

13. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

14. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the

water and sanitary sewer services. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of her duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit Court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

15. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight

courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Planning and Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Christine Murphy
21W644 Bemis rd,
Glen Ellyn, IL
60137

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2011.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

OWNER:

Christine Murphy
Christine Murphy

BY: _____
Mark Franz, Village President

BY: _____

ATTEST:

SUBSCRIBED AND SWORN to
before me this 20th day of
January, 2011 2012
Notary Public
Nancy A. Leenerman

BY: _____
Suzanne Connors, Village Clerk

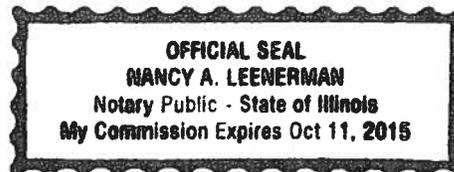
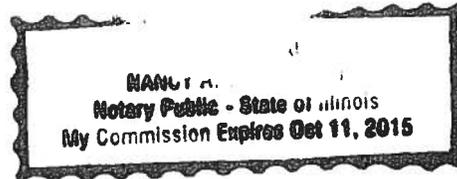


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: Christine Murphy
Address: 21W644 Bemis Road
P.I.N.: 05-24-300-043

Legal Description:

THE SOUTH 200 FEET (EXCEPT THE WEST 100 FEET THEREOF) OF LOT 11 AND THE WEST 24 FEET OF THE SOUTH 200 FEET OF LOT 12 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B
PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned is the sole owner of record of all of the property described in *Exhibit "A"* and commonly known as 21W644 Bemis Road and P.I.N. 05-24-300-043 (Subject Realty).
2. That this petition is executed by the owner of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioner desires to have annexed to the Village of Glen Ellyn is the property that is described in *Exhibit "A"* attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicant's petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioner's knowledge.

Owner of Record of Subject Property:

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

NOTARY PUBLIC

MEMORANDUM

A-8

TO: Mark Franz, Village Manager *3/*
FROM: Julius Hansen, Public Works Director
DATE: March 21, 2012
SUBJECT: Hawthorne Corridor Improvements Project



Background:

The Hawthorne project includes the complete reconstruction of the existing Hawthorne roadway within the Village and the section of Pleasant Avenue between Cottage and Hawthorne, totaling just over one mile of street work, with a concrete pavement to be constructed on Hawthorne. The project will be comprehensive in scope, including extensive underground improvements in the water, sanitary sewer and storm sewer systems. Work will begin in mid-April and will be completed by mid-October, with intermediate completion dates specified for accommodating resident and institution needs.

R. W. Dunteman Company of Addison, IL submitted the lowest of 6 bids received at the March 20, 2012 bid opening. The Dunteman base bid in the corrected amount of \$3,840,000 is 14% under the engineer's estimate and just 1% below the second low bidder.

Civiltech Engineering of Itasca is recommended to provide the necessary construction phase engineering services in the not-to-exceed amount of \$398,625. Based on a review of five consultant proposals, Civiltech was selected by staff for this assignment primarily because their very experienced team has a record of successful project management in the Village that will be vital to the success of the construction phase of the project.

As the design engineer, Engineering Resource Associates produced the final plans and contract documents under an agreement approved by the Village Board in April 2011 in the not-to-exceed amount of \$263,000. Additional services in the amount of about \$25,000 were provided during the detailed design phase for sidewalk designs and studies in the Ellyn Avenue corridor and to coordinate with District 41 for proposed Hadley Junior High School parking lot improvements. It is requested that the available contingency of \$27,000 be fully committed to offset engineering expenses incurred by the project designer.

Issues:

This project is a very difficult for many reasons, and having a multi talented engineering staff to complete the construction phase is paramount to the success of the operation. The deadlines created from the schools at both ends of Hawthorne will leave no room for an error in the timeline so support will be needed for the timing to be precise. The complete reconstruction of the street makes the scope work larger than a simple resurfacing of the street. All of the activity will need to be well orchestrated for the work to progress in a timely manner and with the quality

standards specified. The lowest bid price was a bargain for the amount of work this job entails. The engineering support is important for the success of the project.

Recommendation:

- Award of a contract to R. W. Dunteman Company.
- Approve an agreement with Civiltech Engineering, Inc.
- Approve Amendment No. 1 to the design services agreement with Engineering Resource Associates

Action Requested:

- A. Motion to approve award of a contract to R. W. Dunteman Company for improvements associated with the Hawthorne Corridor Improvements Project, in the amount of \$4,085,000 (including a 5% contingency), to be expensed to the FY13 Water, Sanitary Sewer and Capital Projects funds.
- B. Motion to approve an agreement with Civiltech Engineering, Inc. for construction engineering services for the Hawthorne Corridor Improvements Project, in the total not-to-exceed amount of \$420,000 (including a 5% contingency), to be expensed to the FY13 Water, Sanitary Sewer and Capital Projects funds.
- C. Motion to approve Amendment No. 1 to the design services agreement with Engineering Resource Associates for the Hawthorne Corridor Improvements Project for additional design engineering expenses in the amount of \$27,000 resulting in a total not-to-exceed fee of \$290,000 for the work.

Attachments:

- Memo from Bob Minix, Professional Engineer

MEMORANDUM

TO: Julius Hansen, Public Works Director

FROM: Bob Minix, Professional Engineer *Bob Minix*

DATE: March 19, 2012

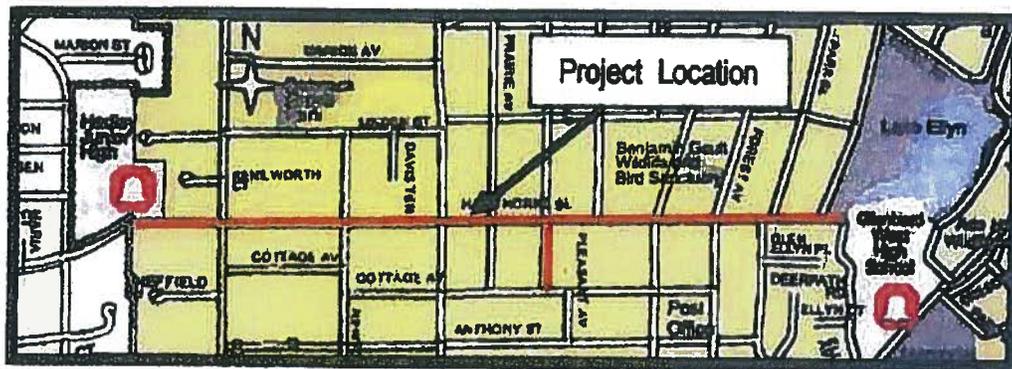
SUBJECT: Hawthorne Corridor Improvements Project
Recommendations for Contractor, Engineering Service Agreement
Award and Contract Amendment for Design Engineering



I am pleased to provide a recommendation for construction contract award for the project to improve Hawthorne within the Village of Glen Ellyn. In addition to the construction contract award, this memorandum will include a recommendation for retention of a consultant for construction oversight and a recommendation for approval of a contract amendment for extra engineering required to perform ancillary design services as the project unfolded, particularly related to sidewalks.

BACKGROUND

The **Hawthorne Corridor Improvements Project** will constitute the majority of our roadway rehabilitation work undertaken in this 2012 construction season. The project will be comprehensive in scope, including extensive underground improvements in the water, sanitary sewer and storm sewer systems. The work includes the complete reconstruction of the existing Hawthorne roadway within the Village and the section of Pleasant Avenue between Cottage and Hawthorne, totaling just over one mile of street work, with a concrete pavement to be constructed on Hawthorne. The project design engineer was Engineering Resource Associates of Warrenville.



More specifically, the proposed work includes the reconstruction of about 5,200 feet of roadway with high-early PCC and 500 feet with full depth HMA pavements; installation or replacement of approximately 4,300 feet of new storm sewers, 1,100 feet of new water main and 1,000 feet of sanitary sewer; water and sanitary sewer service replacements; PCC sidewalks and driveways;

and all incidental and collateral work necessary to complete the project. Because of the proximity of the project to schools on either end of the Hawthorne corridor, the sequencing and completion of project activities in various areas will be extremely important, requiring the use of multiple crews and paving mobilizations. The use of a self-propelled, slipform paving machine will be required for installing the PCC pavement. An alternate bid for new sidewalk construction was included in the bid proposal form to obtain separate pricing for the use of pervious concrete.

CONSTRUCTION CONTRACT AWARD

Bids were received on March 20, 2012 for the project and opened and read by Administrative Services Coordinator Patti Underhill. The bidding process was fairly typical, with the pre-bid conference conducted on March 13 (seven contractors in attendance). One addendum was issued during the bidding period to update the bid proposal form with three changes in contract quantities and to provide additional clarification on various specification items.

Six contractors submitted bids with R. W. Dunteman of Addison, submitting the low base bid of just under \$3,850,000 based on the as-read amounts. The following table summarizes the bid results received yesterday.

Contractor	Total Base Bid (as Read)	Total Base Bid (Corrected)
R. W. Dunteman Company	\$3,846,730	\$3,840,230
John Neri Construction Company	\$3,886,955	\$3,886,955
DiNatale Construction, Inc.	\$4,041,620	\$4,041,620
MQ Sewer and Water Contractors	\$4,127,140	\$4,127,140
Glenbrook Excavating & Concrete	\$4,176,875	\$4,208,010
Martam Construction, Inc.	\$4,881,755	\$4,881,755
Engineer's Estimate (ERA)	\$4,478,000	

The bid tabulation was performed by ERA. There was a significant problem with the Dunteman bid due to formatting errors in their bidding spreadsheet, resulting in more than two-thirds of the unit prices incorrectly displayed and the total cost column in error. In essence, the contractor did not correctly transcribe the correct unit prices, rounding off the intended dollars and cents to whole dollars only. Using the proscribed process in the bid specifications to handle discrepancies, the individual bid totals were adjusted using the unit prices as shown in the bid form. This resulted in the corrected Dunteman total base bid amount of \$3,840,230. Some miscellaneous errors were also uncovered in the Glenbrook bid. The corrected total base bids did not result in any change to the order of the bids. The complete bid tabulation is available for examination if desired.

All bidders but one were below the Engineer's estimate, with the low bid about 14% under. The low bid was approximately 1% under the second low contractor.

Both ERA and Public Works staff reviewed the bidding results and sought clarifications on intended prime- and sub-contractor work responsibilities with Dunteman. Dunteman is a very experienced contractor with recent Glen Ellyn experience including the 2010 Riford Road and 2011 Sunset / Turner projects. The firm is primarily known as an asphalt paving company that typically hires subcontractors to perform underground and concrete portions of a project. Of particular interest was the approach Dunteman was going to use on the Hawthorne project. It was learned that the company is expanding into concrete paving – recently picking up an IDOT concrete job – so they intend to perform that portion of the project. Dunteman will pick an underground contractor from one of three firms that submitted prices to them and with whom they have had successful collaborations. Dunteman will confirm that the underground contractor will have sufficient crews needed to meet the project deadlines.

On the basis of these investigations and the successful track record of the company, the Public Works staff recommends award of the construction contract to Dunteman. Furthermore, it is recommended that the Alternate bid for pervious concrete sidewalk be accepted in the amount of \$44,000 be included at this point in the project, with the final decision regarding the construction and materials to be decided upon when the Capital Improvements Commission recommendation on new sidewalk is reviewed by the Village Board, likely in April or May.

A construction contract award to the R. W. Dunteman Company, with project funding (including a 5% contingency) in the amount of **\$4,085,000** is recommended. The distribution and FY13 account numbers are shown in the accompanying table. The Project Number for the Hawthorne Project is 12001.

Hawthorne Corridor Improvements Project Recommended Funding for Construction (including Contingency) R. W. Dunteman Company			
Project Item	Funding Source (FY13)	Account No.	Amount
Water Main	Water Fund	50100-580100-12001	\$675,000
Sanitary Sewer	Sanitary Sewer Fund	50200-580100-12001	\$410,000
Street & Storm Sewer	Capital Projects Fund Street Program	40000-580160-12001	\$3,000,000
		TOTAL	\$4,085,000

The project schedule is unique and challenging, with a number of intermediate completion dates required to minimize resident and institutional disruptions. A prominent feature of the schedule is the timing for work west of Kenilworth (Hadley considerations) and east of Main Street (Glenbard West and Fourth of July considerations): work in these areas will take place in the June to mid-August timeframe, with a planned hiatus in the area near Lake Ellyn Park slated for about a ten day period centered on the July Fourth holiday. Treble liquidated damages will be charged if the contractor fails to open the roadway and pedestrian corridors nearest the school by mid-August. The overall project should be finished by mid-October 2012.

ENGINEERING SERVICES DURING CONSTRUCTION

Engineering oversight for the project will be provided by a consultant. Responsibilities of the engineer will include conducting the preconstruction conference, general consultations / meetings, review of project schedule, shop drawing review, establishing survey control, full time construction observation, material testing (using a sub-consultant), pay estimate and change order processing, final inspection and project close-out, including record drawing preparation.

Staff sought proposals from six consultants for providing the required engineering services during construction (Phase III engineering) – please note the attached RFP. Five firms responded with submittals: Civiltech Engineering, RHMG Engineers, Thomas Engineering Group, Strand and Baxter and Woodman. I am knowledgeable of the capabilities of each of these firms for construction engineering services, with direct, recent experience with Civiltech, RHMG and Baxter and Woodman on Village projects. Strand has provided a variety of construction services to the Glenbard Wastewater Authority in recent years. Thomas Engineering has earned a reputation for outstanding Phase III work in a relatively short time and has continued to grow even during these recessionary times; staff continues to seek their involvement on the right project.

I reviewed all five proposals and found each firm to be capable, with each submittal quite well crafted. Key areas of interest were the experience of the project team and the proposed scope / manhours / fees anticipated for the assignment. A summary of the recommended personnel hours and total cost for the project are shown in the following table.

Hawthorne Improvements Project – Summary of Proposals for Phase III Engineering				
Consultant	Personnel Hours	Personnel Cost	Personnel Cost / Hour	Total Cost
Civiltech Engineering	4,358	\$356,000	\$82	\$398,625
RHMG Engineers	3,394	\$326,350	\$96	\$376,000
Thomas Engineering Group	3,131	\$285,500	\$91	\$344,400
Baxter & Woodman	3,282	\$352,750	\$108	\$392,600
Strand	2,839	\$333,000	\$117	\$395,100

For this particular assignment, the most compelling consideration in the selection of the construction engineer is the need for a versatile and experienced team. While Dunteman is an established contractor, their forte is not necessarily in concrete paving and the schedule is extremely critical. Civiltech proposed key individuals that have very extensive experience with both Village projects in general and those constructed by Dunteman in particular and in concrete paving. In addition, the Civiltech proposal emphasized how their team would meet the project challenges with commensurate and flexible staffing levels, particularly for Senior Resident Engineer Dave Bugaj; offered to continue

their current practice of a 2% discount on invoicing; and will set up a project construction website to enhance project communications.

Civiltech is recommended for this assignment. Excerpts from the Civiltech proposal are attached for reference.

With about a 5% contingency, the recommended funding level for the engineering service agreement is \$420,000 with the distribution and FY13 account numbers as shown in the following table:

Hawthorne Corridor Improvements Project Recommended Funding for Engineering Services During Construction Civiltech Engineering			
Funding Source (FY12)	Account No.	Percent of Project	Engineering Fee Amount
Water Fund	50100-580100-12001	~17%	\$70,000
Sanitary Sewer Fund	50200-580100-12001	~10%	\$40,000
Capital Projects	40000-580160-12001	~73%	\$310,000
TOTAL			\$420,000

AMENDMENT TO THE ERA DESIGN SERVICES AGREEMENT

In April 2011 the Village Board approved an engineering services agreement with Engineering Resource Associates for preliminary and final design engineering services associated with the reconstruction of Hawthorne. With that approval, the Board authorized a total of \$290,000 in water, sanitary sewer and capital project funds from the FY12 budget, based on ERA's original estimated fee amount of \$263,000.

During the course of the project, ERA incurred additional engineering costs, mostly related to the discussion of new sidewalk issues by the Capital Improvements Commission. A letter from ERA Project Manager Steve Wegner (attached) highlights the additional work, including Ellyn Avenue sidewalk extensions, investigations of existing sidewalk and retaining walls on the east side of Ellyn Avenue, design for pervious sidewalk and additional design effort related to proposed parking lot changes at Hadley Junior High by District 41. The requested amount of the change is just under \$25,000.

The available contingency dollars for the contract equal \$27,000; thus no new additional funding will be required to satisfy the additional design effort. It is recommended that authorization be granted to expend the entire available contingency to cover minor ongoing project expenses by ERA during the construction of the project.

With approval of Amendment No. 1 in the amount of \$27,000 to the design engineering agreement, the revised contract amount will be \$290,000.

BUDGET STATUS

The FY13 proposed budget contains projected expenditures of \$3,500,000 in Capital Project and a combined \$1,250,000 in Water/Sanitary Sewer funds to support construction and engineering oversight expenses for the Hawthorne Corridor Improvements Project. Based on the recommendations contained herein, the total fund allocations for the project, including a 5% contingency, are as follows:

Capital Projects Fund	\$3,310,000
Water Fund	745,000
<u>Sanitary Sewer Fund</u>	<u>450,000</u>
TOTAL	\$4,505,000

enc. as noted

cc: Mark Franz, Village Manager
Kristen Schrader, Assistant to the Village Manager – Administration
Jeff Perrigo, Civil Engineer
Patti Underhill, Administrative Services Coordinator

MEMORANDUM

TO: Interested Engineering Firms

FROM: Bob Minix, Professional Engineer

DATE: March 3, 2012

SUBJECT: Hawthorne Improvements Project
Request for Letter Proposal for Construction Engineering Services



The Village of Glen Ellyn wishes to engage a qualified consulting firm to provide full-time construction engineering services for the reconstruction of Hawthorne between the west Village limits and Ellyn Avenue. The proposed project includes the complete reconstruction of the existing Hawthorne roadway within the Village and the section of Pleasant Avenue between Cottage and Hawthorne totaling slightly more than one mile of pavement replacement, with a concrete pavement to be constructed on Hawthorne. Included in the scope of work will be upgrades to the existing Village underground infrastructure including various lengths and segments of storm sewers, sanitary sewers and water mains. Total construction cost of the project is currently estimated to be \$4.3 million. Project design is complete and the project has been advertised for bid. The bid opening date is March 20, 2012. Project construction is anticipated to occur in the April 15 to October 15, 2012 timeframe.

If you are interested in this assignment, please provide a letter proposal that includes a summary of your qualifications, a description of the proposed project team including subconsultants, explanation of your proposed scope of services, and a detailed estimate of your anticipated expenses, including direct costs. The scope of the assignment will include complete and full time resident engineering responsibilities, construction layout verification, all material testing services required and preparation of record drawings. Proposals will be due at the Public Works Service Center, 30 South Lambert Road by the close of business on Thursday, March 15, 2012; submittal in electronic form is preferred.

I am reasonably familiar with your firm's credentials for this assignment, so there is no need to provide voluminous general company qualifications. Of particular importance for this assignment are the appropriate attributes and experience of the project team, especially those of the proposed lead resident engineer.

Early next week I will provide on CD an electronic copy of the project plans and specifications for your use in developing the proposals. I would be happy to chat with you about the assignment at that time. Please contact me via email so that we can set up an appointment.

Thank you for your interest in this important project for the Village of Glen Ellyn.

cc: Julius Hansen, Public Works Director
Jeff Perrigo, Civil Engineer



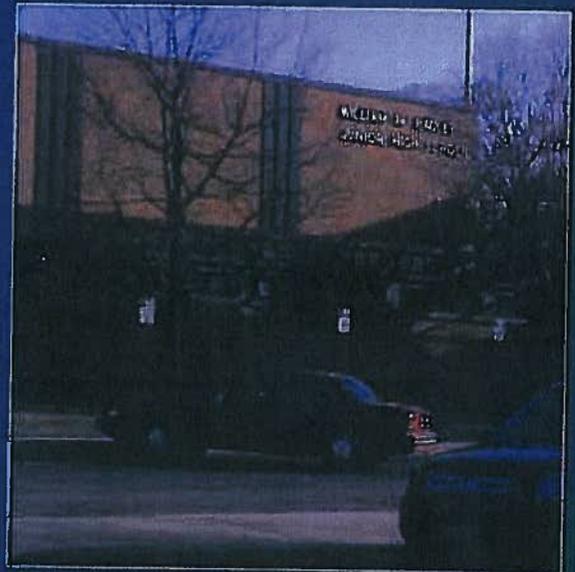
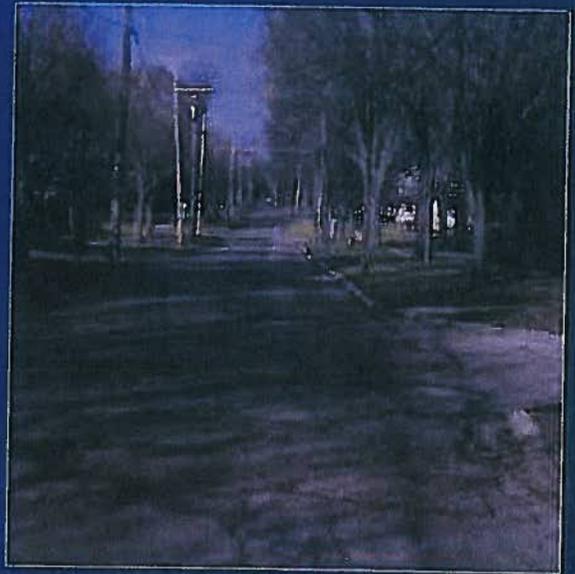
Proposal to Furnish Phase III
Construction Engineering Services

Hawthorne Improvements Project

Village of Glen Ellyn



March 15, 2012





March 15, 2012

Mr. Robert J. Minix, P.E.
Professional Engineer
Village of Glen Ellyn
30 South Lambert
Glen Ellyn, IL 60137

Re: Proposal to provide Construction Engineering Services for the Hawthorne Improvements Project

Dear Mr. Minix:

Civiltech Engineering, Inc. is pleased to submit our Proposal to provide Construction Engineering Services to the Village of Glen Ellyn for the Hawthorne Improvements Project. This is in response to the Village's Request for Proposal dated March 3, 2012. We appreciate this opportunity to be a part of the Village's improvements. Our highly experienced team is uniquely qualified to provide construction engineering services, and we would most certainly like to continue our work with the Village building successful projects.

We have structured our proposal letter in the following manner. Please find included within these sections: 1. Project Understanding and Challenges, 2. Project Team, 3. Project Approach (Scope of Services), and 4. Project Schedule and Fee. There are also attachments which include our Statement of Qualifications describing all types of work Civiltech is capable of providing, our Illinois Department of Transportation Prequalification Certification letter, and resumes of our Project Team.

Civiltech is the best choice for the Village to protect your substantial investment in this improvement. Our highly experienced Team is the number one reason why we can provide the excellent engineering services that the Village has come to expect from us. Our success in partnership with the Village on your previous projects prove this point. We have experience on Glen Ellyn projects in all the types of work that will be a part of this improvement such as:

- Roadway reconstruction, both concrete and bituminous
- Storm sewer / sanitary sewer / watermains
- New curb & gutter / driveways / sidewalks
- Most especially coordination with the residents and Village Departments / Staff

Our proposed Team will ensure that this project is a well run and dramatic improvement for all involved.

Civiltech's approach has always been and will be to provide not only the services required, but also to act as an extension of the Village's staff in all our dealings with the residents and/or institution administrators encountered on the improvement. Civiltech is committed to providing quality service and maintaining consistent involvement on every project by a principal of the firm.

1. PROJECT UNDERSTANDING AND CHALLENGES

The proposed improvement is officially known as the Hawthorne Improvements Project which runs the entire length of Hawthorne from the west Village limit to Ellyn Avenue on the east end. There are many of the same items in this improvement that we have encountered on past projects in the Village. The greatest challenge of this project will be the extremely aggressive schedule that is part of the contract. The work must get done to avoid undue congestion or inconvenience to the schools at either ends. The major and also specialized work items for this improvement are:

- Earth excavation and undercutting
- 1 mile of 8 inch PCC Pavement placed in a narrow width
- 9 1/4 inches (full depth) HMA Pavement
- Over 6,500 ft of storm sewer / 3,100 ft of sanitary sewer / 2,200 ft of watermain
- Over 12,800 ft of curb & gutter / 3,100 square yards of driveways / 25,700 square feet of sidewalks
- New pervious concrete sidewalk with a detention layer

As mentioned, the greatest challenge will be to perform this major work in the time frame allowed. To achieve these very aggressive schedule dates, the contractor will have to work with multiple crews focused chiefly on certain sections of the improvement at a time. Civiltech has experience with this fast paced, concentrated in one area type of work in the Village of Glen Ellyn from past projects. We will lend our expertise to assist the contractor on the proper steps (in the correct order) that will need to be taken so this goal can be accomplished. For example, the watermain must be installed as soon as possible so there is enough time for pressure testing and chlorination. The expedited schedule that is spelled out in the contract documents is summarized as follows:

- April 15th to June 13th / 15th - Complete Hawthorne from Western to Main and Pleasant
- June 4th to August 17th - Complete Hawthorne west of Kenilworth and east of Main
- August 20th to September 28th - Substantially complete remaining work, essentially Hawthorne from Kenilworth to Western
- October 1st to October 19th - Final completion
- October 31st - Completion of all punch list work

The work on Hawthorne from Kenilworth to Western could start earlier than August 20th, but it is not recommended, since so much work in the other sections must be completed prior to August 17th. We have shown this best practice approach on our attached anticipated contractor's schedule, and will help guide the contractor towards this approach during construction. These contract dates must be met along this critical connector road to avoid all the potential conflicts with construction traffic / delays that can occur when Hadley and Glenbard West schools are in session. The importance of meeting this expedited schedule is reinforced by the contract through assessment of three times the standard amount of liquidated damages should the dates be missed.

Coordination with all stakeholders on a project is where Civiltech shines, especially in the Village of Glen Ellyn. Our proposed Team has gained so much expertise over the past years on multiple Village projects, that we can now fully apply all of our well earned knowledge to this critical improvement. We can provide Glen Ellyn with the most benefits, making this difficult project with so many restrictions run as smoothly as it possibly can. Our team has coordinated with schools such as Franklin and St. Pet's on previous projects, and of course no one is more familiar with the way Glen Ellyn functions. Listed below are coordination efforts that we have accomplished and all combined only Civiltech can provide to the Village on this improvement:

- Furnish and hand deliver project construction notices to all affected residents along the project corridor on a daily basis.
- Furnish and hand deliver water shut-off notices to all affected residents during project related water shut-downs and connections. This would affect residents within and outside of the project corridor.
- Coordinate with the Village of Glen Ellyn Police Department and specifically Bill Horner to determine sidewalk crossing locations and pavement marking cross walk locations. This is based on the Village's safe walk program and the Police Department input.
- Coordinate roadway closures that affect emergency access by contacting the one call contact number of Du Comm. This allows all emergency vehicle traffic from fire and police to obtain the most up to the minute information regarding closures either daily or multiple day closures.
- Coordinate with school bus companies regarding pick-up and drop -off locations and route changes during construction.
- Coordinate with garbage pick-up during the project and notify the collection agency in relation to missed pick-ups and allowing access times to return for pick-up.
- Familiarity with the Village's water system and Village valve maps to determine water shut-downs that affect project work. Also familiar with valve location to aid the Village in minimizing shut-downs due to watermain or water service hits during the project.
- Familiarity with the Village's mapping system as it relates to storm sewer, sanitary sewer and locations of sanitary sewer service stub locations.
- Have excellent communication with all Village Staff and know all methods to contact Village personnel to coordinate project work or project emergency work.

Our team works diligently to make certain that all involved parties are kept up to date. Our Resident Engineer makes individual contact with residents and representatives early on so they know where, when, and what the project will affect. A personal meeting goes a long way toward a good relationship with the people most affected by the project. Of course there will be a Public Meeting where our team can initially introduce themselves, and our Resident Engineer always provides his cell phone number to facilitate immediate contact and answers for the residents. Our personal contact approach to project information distribution and coordination keeps residents and involved parties well informed, making them true stakeholders in the improvement, and even benefits the contractor's work since the public knows how and when to avoid certain areas.

The four main sections of the entire project's work will be done while the roads are closed to through traffic with detours posted. Civiltech's construction engineering Team is very familiar with safely constructing roadways in Glen Ellyn under this closure type of traffic configuration detailed for Hawthorne. We consistently ensure that the residents know how and where they can access their homes, where to park, and what work will occur at their property. This project will also need special coordination with Hadley regarding their upcoming parking lot reconstruction, as well as the City of Wheaton at the west end.

Our unique understanding of this project as described above will produce multiple benefits for the Village of Glen Ellyn as we approach the project in a way that only Civiltech can provide.

2. PROJECT TEAM

Civiltech is fortunate to have a number of experienced Resident Engineers on our staff. Our construction services department has over twenty qualified individuals available. We are proposing for this critical improvement the members of our department who make up the Village of Glen Ellyn Team. The same Team who has made so many past Glen Ellyn projects so successful. Our abilities to effectively complete projects on time and on budget as a company lie in the experience and capabilities of the staff assigned to a particular project. Our Phase III staff has direct relevant experience with projects involving the same design elements that will be part of this improvement project. We maintain our lines of communication. No one is more than one individual away from a principal of the firm who can make a timely and binding decision in all matters. Please note when reviewing our Team the number of years each has served with Civiltech, and also the years of experience with Glen Ellyn. The stability of our staff is one of our greatest assets. As always, all of our employees remain accessible to the Village's Staff for discussion about project questions or concerns.

Our key personnel to be assigned to this project and their individual roles are:

Project Manager	James D. Ewers, P.E.
Senior Resident Engineer	David M. Bugaj
Resident Engineer	Brent E. Giesen, P.E.
Assistant Resident Engineer	Jason M. May, E.I.
Survey Chief	Denise C. Rolando

Our experienced Glen Ellyn Construction Engineering Team will provide the highest quality engineering services and is the greatest reason why Civiltech is the best choice to make the Hawthorne Improvements Project a success. Resumes for the above team members are included in the attachments. When necessary, this team will be supplemented by additional support staff who are also experienced in various facets of this improvement. Their expertise in traffic management, structures, and landscaping can be useful on a project like this, and they are available on an as-needed basis.

Civiltech is proposing Mr. David M. Bugaj as Senior Resident Engineer for the Hawthorne Improvement. He will be there to give his well earned expertise to this project. He will be responsible for the intensive coordination that will be needed on this improvement. His role will be similar to that of a Project Manager only with fewer projects, so he can be more focused on this one. Dave has been the Senior Resident Engineer for all our Phase III Construction Engineering in the Village of Glen Ellyn for the last eight years. He will ensure the policies and procedures of Glen Ellyn are followed. He earned this distinction, i.e. his expertise being requested year after year, through his comprehensive administration and detailed coordination with Village Departments, business owners, and most especially the residents. Dave will make certain that all concerns are satisfied, and the project consistently moves forward toward a successful completion.

We have shown Dave as the Senior Resident Engineer in an effort to help the Village keep engineering costs down. This is discussed further in our Schedule and Fee section, and the reduced hours are shown on the attached schedule. However, please know that it is our full intention to have Dave present on the project whenever needed. We have shown on the schedule the number of field inspectors we believe will be required to cover the multiple crews working simultaneously on this extraordinarily fast paced project. But we will certainly reduce or eliminate our inspectors' hours if more time is needed for Dave to administer the work. Civiltech's main objective is to help the Village bring a dramatic improvement to their residents, and we will have Dave present on the project to do just that.

Civiltech will provide Mr. Brent E. Gicsen, P.E. as the Resident Engineer for this project. Brent has been with Civiltech for ten years. He recently completed his duties as Resident Engineer on the \$2.2 million Sunset / Turner Reconstruction Project for the Village of Glen Ellyn. Prior to that, he was the Resident Engineer for the \$2.4 million Riford Road Reconstruction which was a great success. Brent has overcome unforeseen challenges on his latest projects such as sewer system changes and redesigns. He has the ability to coordinate and envision what needs to happen to bring all the variables together and make things work. He has a vast knowledge in the field of construction and maintains meticulous documentation. His greatest acquired experience is his expert survey skills. Brent is capable of easily verifying layout in the field, and providing new grades if revisions are needed. He has performed extensive work with the type of underground installation required on a project of this complexity. He has proven experience in situations involving residents and businesses affected by an improvement of this nature, and his coordination skills will be evident as he addresses the issues of all concerned parties at the progress meetings and throughout the project. His full time presence on the job site will provide for easy access to him and prompt answers to questions regarding construction operations and scheduling.

Mr. James D. Ewers, P.E. is the Construction Department Head for our firm and would serve as the Project / Quality Assurance Manager for this project. Jim has provided Project Management for the past six years at Civiltech, and he was the Project Manager for the Sunset / Turner and the Braeside Neighborhood Lighting improvements last year in Glen Ellyn. He previously worked for 15 years at IDOT District One in the Bureau of Construction, most recently as Construction Supervisor and Local Agency Construction Supervisor responsible for all District One Federal Aid projects. Jim's knowledge and experience with the administration of road improvements will help ensure a prompt and complete final documentation process. He will make himself available to discuss questions with design plans and specifications, oversee staffing requirements, prepare monthly invoicing and project budgets, and ensure that all project documentation is properly prepared and submitted to the Village for final acceptance. He will attend the progress meetings and any other meetings with the contractor and/or Village whenever necessary. Jim has a vast amount of experience in managing projects similar to these, and he has proven abilities in coordinating multiple agencies, businesses, property owners, and legislative representatives to the common goal of a successful project. He will ensure that the Village is satisfied with our overall job performance.

For the purpose of establishing the manhours needed and facilitating the expedited construction schedule, we have included hours for an Assistant Resident Engineers and an intern to support the Resident Engineer with inspection, documentation, and coordination.

We are proposing Mr. Jason M. May, E. I. as the Assistant Resident Engineer for this project. He recently performed in the same capacity on the Sunset / Turner and Braeside Lighting Projects in the Village. He has worked on many improvements in Village of Glen Ellyn where he performed exceptionally well and earned valuable experience on residential street reconstructions. Jason has been exclusively performing his duties in Glen Ellyn for the past four years. He knows what has to be accomplished to make a winning project in the Village. He has helped to make his previous improvements successful by his ability to converse with the people affected by the project. Along with being an excellent construction field inspector, he is also certified by IDOT in Contract Documentation. Jason is a dedicated and detailed engineer. He maintains communication with the representatives from various Village Departments, keeping them apprised of project activities and progress. Jason's performance has been exceptional, and his acquired experience will ensure the Village's concerns are satisfied.

Ms. Denise C. Rolando will be responsible for providing construction layout verification. The Resident Engineer will be responsible for coordinating the layout verification efforts efficiently. The survey crew will be utilized on a part time, "as needed" basis. Civiltech also has additional survey staff who may be called upon to assist Denise in order to ensure that construction layout verification does not delay the contractor's progress.

Proposed Subconsultants

It is stated in the contract documents that the Village will provide all material testing. From our experience with past Village projects, we understand what is needed to ensure the quality of all the materials that are incorporated into the work. We will provide all the testing in conjunction with the contractor's supplier's Quality Control for material inspection at the PCC and bituminous plants with the same sub-consultant who we have used on every Glen Ellyn project.

Quality Assurance at the bituminous and concrete plants will be performed by our sub-consultant Midland Standard Engineering & Testing, Inc. (MSET), a firm specializing in material testing. Our IDOT Level II trained Resident Engineer is capable as well of providing the on-site QA material testing for small quantities if needed. Civiltech will provide coordination with the testing firm to ensure the proper notification is given for testing needs, review all material reports, and include them into the project records. MSET has provided the Quality Assurance for all of our Local Agency projects during the last six years. They make themselves available first for our projects. Their people are well known to IDOT's Bureau of Materials staff. There is a noticeable comfort expressed from the Bureau of Materials representative when we mention that MSET will be providing the QA testing.

3. PROJECT APPROACH (SCOPE OF ENGINEERING SERVICES)

Civiltech will provide our Senior Resident Engineer and Resident Engineer along with the rest of our highly experienced Glen Ellyn Team. Our Project Manager will also ensure the quality of our services and facilitate the multiple levels of coordination that are required for a project of this complexity. Our Surveyor will be available for initial layout of control points and construction staking verification, and our Resident Engineer is also qualified to perform the layout. In our detailed project approach listed below, we will further describe Civiltech's unique qualifications and why we are best suited to administer this improvement.

Coordination

Our project team excels as liaisons between our clients and the multiple stakeholders of a project. We will coordinate all project issues with the involved parties and relate them back to the Village for your information or approval. We understand that close communication with the Village, different departments, and stakeholders is of the utmost importance. Our goal will be to preempt any calls to the Village regarding the projects, since we would have already been in contact with that resident, utility, property owner, business, stakeholder, etc. We will update the Village on the status of any issues and forward recommendations when needed. Our status updates to the Village will include any major project issues and their effect on the progress schedule.

Civiltech will hold progress meetings every week or as often as needed, depending on the amount of project activity. All concerned parties will be invited. The contractors will be required to provide and discuss a two week look-ahead schedule. The first portion of the meeting will be devoted to the coordination of project work and schedule between:

- All of the concerned participants
- The contractor
- Village Departments including the Police and Fire Departments, Forestry
- Especially the Village Public Works Department

This is an invaluable tool to keep all informed, preempt initial calls to the Village, and keep on track towards a successful completion of the projects.

When concerns of the individual parties have been satisfied, they may leave, and we will continue with more in depth project monitoring with the contractor regarding pay items, contract changes, staging, status of submittals, overall schedule, etc. We will work with the contractor to resolve all issues and keep the project moving forward. The actual progress of the project will be closely monitored as it compares with the overall project schedule. If a contractor falls behind, we will investigate and recommend possibilities to get back on schedule. Meeting minutes will be prepared, distributed to the appropriate parties, and filed in the project records. Civiltech's experience with bringing projects to a successful completion through our detailed construction inspection and administration services, as well as thorough coordination, has been proven on many of our past projects.

Public notification and communication will be critical for this improvement. Civiltech is committed to keeping all the involved parties fully informed so they can be contributing players. As detailed earlier in the proposal, proper notification will be accomplished with multiple forms of communication from changeable message signs along the project to informational flyers to what we consider the best communication which is face to face with the actual residents or representatives of the individual properties. We will be an active part of the Public Meeting helping to get information out.

We can also develop and operate a project website as we have done for other agencies if so desired by the Village. Websites can be a very useful tool for keeping people aware of the work status. Please visit two of the sites we currently administer, www.OrchardRoadRecon.com and www.nbdrecon.com, to see how dynamic and informative project websites can be, and let us know if you might be interested in creating one for the Hawthorne Improvement.

We have established relationships and coordination experience with Village Departments and many other agencies whose input may be needed to successfully complete this project. Our inspection abilities with regard to road reconstructions, resurfacings, underground installation, utility coordination, and many other roadway items have been proven over the years on multiple similar projects. Our true strength and experience shows best when we are solving unknown problems which arise on all projects.

Construction Engineering Services

Civiltech's Team will accomplish the goal of providing the excellent Construction Engineering Services we are known for by using our typical project approach, which has brought us success on our past projects. Our project approach will be to divide the work into three phases:

- Pre-construction
- Construction
- Completion and Final

Pre-construction

Plan Review

Civiltech will perform a detailed review of the plans and special provisions as they relate to the most recent existing conditions on site to determine if there are any potential conflicts that could be addressed and resolved before construction.

Stakeholder Coordination

We will initiate or continue coordination with all stakeholders in the project including residents, businesses, developers, adjacent contractors, utilities, other agencies, and property owners. Pre-project field meetings will be held with any of the above mentioned entities necessary to resolve potential issues and keep them fully informed. All concerned parties would be encouraged to attend the Pre-construction Meeting.

Contractors and Contacts

A list of names, addresses, and telephone numbers (especially 24 hour emergency contact numbers) will be compiled and maintained for all contractors, subcontractors, material suppliers, and any others pertinent to the project. We will make recommendations to the Village regarding the suitability of the proposed subcontractors.

Traffic Staging Review

The staging and maintenance of traffic will be reviewed again as they relate to field conditions. We will forward our comments to the contractor highlighting concerns that may limit traffic moving safely while the contractor has enough room to work.

Field Review

We will thoroughly investigate the field conditions of the project exposing conflicts so that the proposed improvements can be constructed without them. The geometric control points will be set at this time as well.

Initial Documentation

Field books, quantity book, diary, and all other forms of proper project documentation will be set up per Illinois Department of Transportation (IDOT) Standards. Existing conditions photos will be taken. Important submittals will be requested from the contractor and they will be required to show those submittals on their proposed schedule.

Progress Schedule Review

We will review the contractor's proposed schedule for constructability, to verify that all controlling as well as major items are shown within the context of the staging, and whether it is reasonable as compared to our experience with production rates.

Construction

On Site Inspection

Civiltech will perform all on site inspection of the contractors' work and operations enforcing compliance with the plans and specifications. Any variations found will either be corrected or a sound solution will be formulated and forwarded to the Village for approval.

Construction Layout

Our Resident Engineer or surveyor will provide the construction layout verification and their interpretation of the grades. Before any material is placed, a final review will be made checking that the proposed lines and grades have been met, make sense, and all transitions are smooth.

Material Testing and Quality Assurance

We will provide the testing and the Quality Assurance for material inspection at the PCC and bituminous plants with our subconsultant Midland Standard Engineering & Testing, Inc. Reports will be completed daily. Our IDOT Level II trained Resident Engineer and assistant or our sub-consultant will perform the on site QA material testing. We have the knowledge and capability to respond quickly to any material problems that may arise. We will keep in constant communication, so recommendations for changes if needed can be submitted and approved without delaying the project. As always, any items lacking proper inspection from the contractor will be measured, but not paid. We will deliver updated holdback reports to the contractors, so they know what is deficient and can re-familiarize themselves with what we have already instructed them is required for payment.

Project Documentation

Civiltech will document all project activities daily in the diary, field books, and inspectors' daily reports (IDR's). Weekly reports of the project's progress will be forwarded to the Village and the contractor. These weekly reports will be one of the tools used to review the progress of the work with the contractor and what should be done to stay on schedule. Measurements of work completed will be documented daily, posted to the quantity book, and when possible, agreed to with the contractor.

Contract Changes

No substantial changes in contract work or quantities will be done without the prior approval of the Village of Glen Ellyn. We will investigate the reason for any change and forward our recommendations to the Village for approval. As the Village's representative and as part of our construction engineering services, our Resident Engineer will make decisions and interpretations regarding the improvement that does not substantially increase the cost or negatively affect its overall quality. We will keep the Village informed of these decisions and, as mentioned above, seek their opinion on items that will impact the overall projects. Actual authorizations for change orders will include all necessary items and detailed reasons. We will maintain a record of the dollar total for all changes and provide direction toward keeping the costs within the budget.

Pay Estimates

Pay estimates will be compiled regularly as a reasonable amount of work is completed. Only items that have been measured and thoroughly checked in the quantity book and IDR's will be placed on the estimates. The contractor will have an opportunity to review them as well before processing, but as stated before, no item will be paid without the proper material inspection.

Submittal Review

Important submittals will be required from the contractor early on in the project and repeatedly requested if they are not received in a timely fashion. We will review them, return them to the contractor for any revisions, and forward them to the Village with our recommendations for approval. A status file of submittals will be maintained for tracking purposes, and we will verify that what is shown in the approved submittal is incorporated into the project. Any contractor requests for information or changes will also be reviewed and recommendations given to the Village.

Traffic Control Inspection

Civiltech will review the traffic control for correct installation. We will look for and enforce not only compliance with the traffic control standards, but keep an eye toward how it appears to the everyday user. It should be clear where to travel through a project that is safely controlled. The traffic control will be inspected

at least twice a day and in actuality whenever we travel through the project. Night inspections for verifying equipment reflectivity, steady-burn light outages, striping, and after hours traffic safety will be performed regularly. We will keep the Village and the contractor informed of the traffic control status daily, document any deficiencies, and forward them onto the contractor for immediate action. Should the contractor fail to correct the deficiencies in a timely manner, they will be charged damages per the contract.

Completion and Final

Contractor's Punchlist

We will enlist items from all those involved with the project. Then, after our detailed inspection and the Village of Glen Ellyn's full input, we will produce a final punchlist for the contractor to finish before the project will be considered complete. Constant communication and follow up with the contractor will be performed to ensure that all items and stakeholders are satisfied with the completed work. Only when all punchlist items are completed will we make recommendations to the Village concerning final acceptance.

Final Inspection

The final inspection for the project will be held when all items of the punchlist have been completed. We will conduct the final inspection with all interested parties present, most importantly the Village's representatives. Separate final inspections will be held when required by other agencies.

Final Documentation

All pay items will be final measured, calculated, and checked. They will be marked and posted as final on the IDR's and in the quantity book. We will provide all supporting documentation, as well as the necessary cross referencing, so the final quantities are clear and can be easily verified.

Material Certification

We will work closely with the contractor to resolve all the material deficiencies that may still be present on the holdback reports. Any material inspection required for quality assurance will be reviewed for accuracy and completeness. We are committed to resolving all material deficiencies. However, if after we do all we possibly can to help and the contractor still can not provide what is needed, those deficient items will not be paid.

Plan Revision Reflecting As-built Conditions

The contractor's record drawings will be reviewed for accuracy and all dimensions shown will be verified. We will also provide a detailed set of "As Built" drawings for the Village's permanent records. All changes will be noted and the drawings will be reproducible. Civiltech has found that the best method to create an accurate record drawing is to update an original plan set as the project progresses, not just at the end. This method also ensures a timely completion of the record sets.

Final Pay Estimate

Only after all final measurements have been verified and material inspection assured will we create the final pay estimate and forward it to the Village for approval.

Project Records

Civiltech will compile all the project records in an orderly fashion. They will be labeled, arranged, and a table of contents provided for easy review. The completed set of records will be promptly submitted to the Village of Glen Ellyn.

4. PROJECT SCHEDULE AND FEE

Schedule

A schedule indicating our anticipated manhours is attached. You will note that we believe the contractor will typically be working 40 to 55 hours per week with multiple crews to achieve project completion. The contract states that this project is based on an expedited schedule. When we created the anticipated contractor's schedule included in Attachment D, we had to show that many controlling items must be overlapped creating an incredibly steep slope of activities. The expedited schedule can only be accomplished using multiple contractor crews. To achieve each and every interim completion date, the crews will have to work simultaneously and even in the same areas at times. Our inspection will be thorough on each activity as we have proven on previous projects in the Village.

The work on Hawthorne from Kenilworth to Western could start earlier than August 20th, but it is not recommended, since so much work in the other sections must be completed prior to August 17th. Therefore on the attached schedule, we have shown the best practice approach of starting the Kenilworth to Western section after the east and west sections are finished. This approach better spreads out the work so that the interim completion dates have a more reasonable chance of being met. Our engineering hours can then also be more evenly spread across the entire time of the construction.

As mentioned earlier, we have shown Dave Bugaj as the Senior Resident Engineer in an effort to help the Village keep engineering costs down. His reduced hours are shown on the schedule. However, please know that it is our full intention to have Dave present on the project whenever needed. We have shown on the schedule the number of field inspectors we believe will be required to cover the multiple crews working simultaneously on this extraordinarily fast paced project. But we will certainly reduce or eliminate our inspectors' hours if more time is needed for Dave to administer the work. Civiltech's main objective is to help the Village bring a dramatic improvement to their residents, and we will have Dave present on the project to do just that.

We will provide full time inspection throughout the duration of the project. Our highly qualified Glen Ellyn Team will be able to hit the ground running, since they already know all the particulars of Village improvements. This will result in savings for the Village with less hours devoted to familiarization. Our experienced Team will achieve our complete project scope, providing the excellent Construction Engineering Services the Village has come to expect from Civiltech. Project Manager hours are estimated to be about two hours every other week which will include attendance at progress meetings, assistance in plan interpretation, correspondence, and project coordination. Our Resident Engineer and Project Manager will be responsible for decisions, such as when to call in our surveyor or when to perform the work themselves. It is with good staff planning that Civiltech stays within project budgets. Our knowledge of material testing requirements keeps the cost for material inspection to a minimum by only testing at the needed frequency. We enforce that the contractor's Quality Control provides the full amount of testing as required.

Engineering Fee

We propose to perform the work on the basis of a "not to exceed fee" of \$398,625.00. Our approved IDOT overhead rate for fiscal year ending December 31, 2010 is 154.35%. Using this approved IDOT overhead rate and the IDOT profit formula (14.5% x 2.5435 x direct labor) results in an overall billing factor of 2.9123. Civiltech is holding its overall billing factor to a flat 2.65 x direct labor for the Village of Glen Ellyn. This

results in a savings to the Village of over \$35,000. Our commitment to help Glen Ellyn reduce costs in these difficult years holds true for this project as well. Civiltech will again offer to reduce each of our invoices for this improvement by 2%.

Compensation for our work will be based upon actual labor dollars expended times a factor of 2.65 to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs, and profit. Direct costs such as printing, photography, vehicle expenses (\$40.00/day), and subconsultant costs will be billed at their actual cost. Attachment E includes the details of our Cost Estimate of Consultant Services and supporting documents.

Civiltech Engineering maintains General Liability insurance with an aggregate coverage amount of \$5,000,000 (\$3,000,000 each occurrence), Automobile Liability insurance with a single limit coverage amount of \$3,000,000 as well as Worker's Compensation Insurance. We also maintain Professional Liability Insurance with an aggregate amount of \$2,000,000.

We are confident that our experienced and qualified Team can provide the best combination of talent and professional expertise to the Village for this improvement. Civiltech has served the Village of Glen Ellyn, and had the good fortune of being a part of the your Phase III Team for a number of years. Our goal is to earn the right to be part of the Glen Ellyn Resident Engineering Team for many more consecutive years to come. We have earned that goal from many of our nearby client / partners. Theirs and yours repeated selection of Civiltech to provide our exceptional Resident Engineering services is the highest compliment we can receive. We hope you will give us the opportunity to prove again how excellent every step of our engineering services are, so we can continue as a repeat partner with you.

We greatly appreciate the number of opportunities that we have had to serve the Village of Glen Ellyn in the past and the business relationships we have been able to develop over the years. We look forward to being of service to the Village for many years to come, and to making the Hawthorne Improvements Project a dramatic improvement for Glen Ellyn.

Very truly yours,



James D. Ewers, P.E.

CIVILTECH ENGINEERING, INC.



Schedule

ITEM	UNIT	QUANTITY	DATE	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
EAST SECTION WORK STOP																						
TRAFFIC CONTROL AND PROTECTION	LS	1																				
PRECONSTRUCTION WORK PLAN	LS	1																				
TEMPORARY FENCE / PERIMETER EROSION BARRIER	LF	8,540																				
TREE REMOVAL	UN	20																				
TREE ROOT PRUNING	LF	3,800																				
SPECIAL EXCAVATION / UNSUITABLE REMOVAL	CY	11,300																				
DRAINWAY REMOVAL	SY	2,765																				
SIDEWALK REMOVAL	SF	25,000																				
STORM SEWER / INCLUDING TYP	LF	6,250																				
STORM SEWER DIRECTIONAL BORE	LF	257																				
DRAINAGE STRUCTURES	EA	35																				
STORM SEWER REMOVAL	LF	2,000																				
STRUCTURE REMOVAL	LF	42																				
SANITARY SEWERS	LF	1,000																				
SANITARY SEWER SERVICE	LF	2,000																				
SANITARY STRUCTURE	EA	3																				
WATER MAINS	LF	150																				
WATER SERVICE LINES	LF	150																				
VALVE AND VAULT	EA	10																				
FIRE HYDRANT / ADJUSTED	EA	4																				
TEMPORARY AGGREGATE	EA	4																				
TEMPORARY ASPHALT	EA	4																				
POPOUS OR SPALLS EMBANKMENT SURFACING	EA	121																				
REBAR DRUMULAR MATERIAL	EA	2,000																				
COMBINATION CONCRETE CURB AND GUTTER	EA	15,100																				
RETAINING WALL	EA	12,075																				
RETAINING WALL	EA	500																				
RETAINING WALL	EA	125																				
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Attachment E

Cost
Estimate

Direct Costs

Printing Expense

Assume 3 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 67 sheets/set X \$0.72 per sheet = \$144.72

Mylars: 1 set X 67 sheets/set X \$4.00 per sheet = \$268.00

Total = \$412.72

Say: \$410.00

Photography Expense

Assume 30 sets of developed digital pictures @ \$10.00 ea. = \$300.00

Total: \$300.00



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

March 21, 2012

Mr. Robert Minix, P.E.
Village Engineer
Village of Glen Ellyn
30 South Lambert Road
Glen Ellyn, IL 60137

SUBJECT: Hawthorne Improvements Project Contract Amendment No. 1

Dear Bob:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this Amendment to the Hawthorne Improvements Project contract. The following is a list of Items that were completed by ERA that were outside the scope of the original project.

1. Sidewalk Extension Along Ellyn Avenue

ERA was directed to survey and to provide preliminary design of a sidewalk along the west side of Ellyn Avenue from the north side of the parking lot to Crescent Boulevard. This task included reconfiguring the parking lot on the west side of Ellyn Avenue.

2. Preliminary Design of Retaining Wall

This task included the inspection of the existing timber retaining wall along the east side of Ellyn Avenue, the surveying of the east side of Ellyn Avenue and the preliminary design of a modular retaining wall and a reinforced concrete wall. Cost estimates were provided for each of the options.

3. Ellyn Avenue ROW Verification

This task included the review of the existing plats and property surveys along with the associated field work to determine the existing Right of Way.

4. Pervious Concrete Sidewalk

ERA designed the proposed sidewalk along the south side of Hawthorne, east of Park Boulevard, with the option of using pervious concrete for the construction of the sidewalk. This includes a site visit to see the finished product.

www.eraconsultants.com

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

Geneva
501 West State Street, Suite 203
Geneva, IL 60134
T 630.262.8689
F 630.262.8698

Chicago
10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
T 312.683.0110
F 312.474.8099

Champaign
3002 Crossing Court
Champaign, IL 61822
T 217.351.6268
F 217.355.1902

5. **Hadley Junior High Reconstruction**

This task included working with the design team of Hadley Junior High to incorporate the reconstruction of the school parking lot and entrances with the plans for Hawthorne.

- Original Agreement \$ 262,971.00
- Amendment No. 1 \$ 24,674.00
- Revised Contract Amount \$ 287,645.00

An hour and cost budget for the additional services described in this amendment is included on the last page of this amendment.

We appreciate the opportunity to submit this amendment and we trust that it meets with your approval. Please contact me at (630) 393-3060 if you have any comments or questions.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.

Stephen R. Wegner, PE
Project Manager / Principal



