NOTE: MEETING IS BEING TAPED AND ALSO TELEVISED ON WIDEOPENWEST CHANNEL 6, AT&T CHANNEL 99, AND COMCAST CABLE SERVICES CHANNEL 10. ALL MATTERS ON THE AGENDA MAY BE DISCUSSED, AMENDED, AND ACTED UPON.

Agenda
Village of Glen Ellyn
Village Board Meeting
Monday, June 25, 2012
8:00 p.m. – Galligan Board Room

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Village Recognition:

   A. A resident called to thank the Village for providing Emerald Ash Borer treatment for his two parkway trees; they are over 35 years old and he is glad they will be around a little longer.

   B. A grateful resident offered his thanks to Public Works Director Hansen for finding and turning in a wallet which the resident had lost recently.

   C. Faith Lutheran Church sent a note of thanks to Public Works for their help with a maintenance problem. The assistance of Utilities Inspector Bill Miller was very much appreciated.

   D. Sam Fernald, an extended seasonal employee at Public Works, has been awarded a 2012 Scholarship from the American Public Works Association to attend classes at the College of DuPage. He was honored at the Suburban Branch Scholarship Banquet held on June 19th.

   E. The Village Board and Management Team congratulates the following employees who recently celebrated an anniversary as a Village employee:

Irene Licko	Police Department	5 Years
Rebecca Resendiz	Police Department	5 Years
Michael Zitzka	Public Works	15 Years

5. Audience Participation

   A. 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 McGinley)*

A. Village Board Meeting Minutes:

1. June 11, 2012 Regular Workshop
2. June 11, 2012 Regular Meeting
3. June 18, 2012 Regular Workshop

B. Total Expenditures (Payroll and Vouchers) - $1,315,453.37.

The vouchers have been reviewed by Trustee McGinley and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

C. Ordinance No. 6040, an Ordinance of the Village of Glen Ellyn, DuPage County, Illinois Ascertaining the Prevailing Rate of Wages for Laborers, Workmen, and Mechanics Employed by Contractors Performing Public Works for the Village.

D. Ordinance No. 6041-VC, an Ordinance Providing Uniformity in Board and Commission Appointments for the Village of Glen Ellyn, Illinois.

E. Approval of requests to rezone four Village-owned properties located at Historic Stacy's Corners and a text amendment to add "Historical Facility" to the list of permitted uses in the C2 Community Commercial Zoning District: *(Planner Stegall)*

1. Ordinance No. 6042, an Ordinance Granting Approval of Zoning Map Amendments for 553 Geneva Road, 557 Geneva Road, and 825 N. Main Street Generally Located at the Southeast and Southwest Corners of Main Street and St. Charles Road.

2. Ordinance No. 6043, an Ordinance Approving Text Amendments to Sections 10-2-2 and 10-4-14(A) of the Glen Ellyn Zoning Code to Create a Definition for "Historical Facility" and to Add it to the List of Permitted Uses in the C2 Community Commercial Zoning District.

F. Ordinance No. 6044, an Ordinance Approving a Variation from the Corner Side Yard Setback Requirements of the Zoning Code to Allow a New Single Family Residence for Property at 621 Duane Street. *(Building and Zoning Official Kvapil)*

G. Ordinance No. 6045, an Ordinance Approving a Variation from the Side Yard Setback Requirements of the Zoning Code to Allow an Attached Garage Addition for Property at 703 Hillside Avenue. *(Building and Zoning Official Kvapil)*

H. Hydrologic and hydraulic study for Lake Ellyn: *(Public Works Director Hansen)*

1. Motion to increase the appropriation for engineering services associated with the Lake Ellyn Hydrologic and Hydraulic Study performed by RHMG Engineers in the amount of $25,951, for a revised total appropriation of $82,451 to be expensed to the FY13 Capital Projects Fund.

2. Motion to approve Amendment No. 1 to the engineering services agreement with RHMG Engineers for engineering study expenses for the Lake Ellyn Hydrologic and Hydraulic study in the amount of $31,021 resulting in a total, not-to-exceed fee of $82,451 for the work.

I. Ordinance No. 6046, an Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending April 30, 2012 to Provide Funds for Various Additional Expenditures. *(Finance Director Wachtel)*

J. Ordinance No. 6047, an Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending April 30, 2013 to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements. *(Finance Director Wachtel)*

K. Motion to approve Change Order No. 2 in the amount of $21,000 with Water Well Solutions of Elburn, Illinois for the Well No. 6 Testing and Liner Installation Project. *(Public Works Director Hansen)*

L. Ordinance No. 6048, an Ordinance Approving a Renewed Cable Television Franchise Agreement between the Village of Glen Ellyn, Illinois and Comcast of Illinois, V, Inc. *(Assistant to the Village Manager Schrader)*

7. Village Planner Michele Stegall will present information on the requests of School District 89 and the Village Theatre Guild, owners of property located at 22W600 Butterfield Road and 3S020 Park Boulevard, to enter into annexation agreements with the Village of Glen Ellyn. As part of the request the petitioners are also requesting approval of a Zoning Map Amendment to allow for future C2 Community Commercial District zoning of the properties upon annexation to Glen Ellyn. *(Trustee Friedberg)*

A. Public hearing regarding proposed annexation agreements for properties located at 22W600 Butterfield Road and 3S020 Park Boulevard.

B. Ordinance No. 6049, an Ordinance Approving a Zoning Map Amendment for Two Properties Located at the Northwest Corner of Butterfield Road and Park Boulevard Commonly Known as 22W600 Butterfield Road and 3S020 Park Boulevard.

C. Ordinance No. 6050, an Ordinance Approving Annexation Agreements for Two Properties Located at the Northwest Corner of Butterfield Road and Park Boulevard Commonly Known as 22W600 Butterfield Road and 3S020 Park Boulevard.

8. Motion to take from the table and approve a contract for the Village's residential solid waste removal services with Republic Services, Inc. of Elgin, Illinois beginning August 1, 2012, to be expensed to the Village's Solid Waste Fund. *(Trustee Henninger)*

   Kristen Schrader, Assistant to the Village Manager, will present information on a proposed contract with Republic Services, Inc. for residential solid waste collection of the Village's approximately 7,200 single-family and duplex households.

9. Village Planner Michele Stegall will present information on the request of Goodman Networks for New Wireless PCS, LLC, lessee of the Cottage Avenue Water Tower for approval of an amendment to the Special Use Permit approved on March 22, 1999 and a revised license agreement with the Village. *(Trustee Friedberg)*

   A. Ordinance No. 6051, an Ordinance Amending the Special Use Permit Previously Approved by Ordinance 4692 to Allow AT&T to Remove and Replace its Existing Antennae Located on the Cottage Avenue Water Tower Located at 439-447 Cottage Avenue.

   B. Motion to approve a second amendment to the license agreement with New Cingular Wireless PCS, LLC (formerly known as AT&T Wireless PCS, LLC) approved on June 28, 1999 and amended on February 23, 2004 to allow the removal and replacement of AT&T's existing nine antenna located around the stem of the Cottage Avenue water tower with twelve new antennae.

10. Reminders:

   - Village offices will be closed on Wednesday, July 4, 2012 in observance of Independence Day.

   - The next Regular Village Board Meeting is scheduled for Monday, July 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.

11. Other Business?

12. Adjournment

13. Press Conference

A-6A,

Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
June 11, 2012

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Hartweg, Ladesic, Cooper, McGinley, and Henninger; Village Clerk Connors. Village Attorney Krafthefer. Staff present: Village Manager Franz, Assistant to the Village Manager Schrader, Deputy Police Chief Norton, Planning and Development Director Hulseberg, Finance Director Wachtel, Public Works Director Hansen at 7:10 p.m., Professional Engineer Minix at 7:20 p.m. and Administrative Intern Strong.

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 Henninger responded "Present." Trustee Friedberg was excused

2. **Vehicle Stickers for Active Duty Military Personnel and Deployed Reservists**

Finance Director Wachtel began by explaining that this is a continuation of a discussion that has been occurred previously, but has not reached a conclusion. The subject comes up often at vehicle sticker renewal time. Should the Village provide stickers at no charge and if so, should it be to only to overseas military personnel. Should those stationed out of town also be included. The Village Board discussed the documentation that would be needed and other criteria that would have to be met if vehicle stickers were provided at no charge. Director Wachtel estimated that about 20-25 households were involved. Guidelines were suggested as to how the Village would go about setting up the system. Director Wachtel will expand on the recommendation and present it to the Village Board again based on tonight's discussion.

3. **Residential Solid Waste Contract**

Assistant to the Village Manager-Administration Schrader presented information about the current and prior solid waste contracts and outlined the RFP process that brought low bidder Republic Waste System's proposed contract before the Village Board. She presented the highlights of the proposed contract: length (5 years + optional 2 year extension); rate structure; optional clean sweep; and pick up all on one day. Charts were displayed showing the costs to the Village and proposed rates to the residents depending

on the size of their cart as well as a number of other factors such a curbside or rear door pick up. The elimination of the vacation hold program was also suggested. Billing would still be done by the Village on the monthly utility bills.

Village Board discussion ensued concerning various charges to the solid waste fund including Village billing instead of vendor billing, recycling rebate calculations, proposed service fees, and the cart replacement charge.

Ms. Schrader explained that numerous municipalities were contacted, but none were interested in a joint RFP/contract. Each town has a different level of service than Glen Ellyn and most are in mid-contract with their current vendor. The Village received two proposals from the six sent out. Most vendors indicated that the specifications would require significant investment in equipment to pick up the entire town in one day and they were not enthused about the clean sweep.

The Village Board agreed to consider a straw vote and vote on the contract using the two-reading process when the item comes up for consideration at the Village Board meeting later in the evening.

4. Sidewalk Waiver Text Amendment

Due to the time, this subject will be discussed at a future meeting.

5. Other Items?

There was no time to entertain other items.

6. Adjournment

At 7:56 p.m., Trustee McGinley moved and Trustee Cooper seconded the motion to adjourn to the regular Village Board Meeting in the Galligan Board Room. All voted "Aye." Meeting adjourned.

Respectfully Submitted,

Suzanne R. Connors,
Village Clerk

Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
Monday, June 11, 2012

A-6A 2

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, Cooper, Hartweg, Henninger, Ladesic and McGinley answered, "Present." Trustee Friedberg was excused.

Pledge of Allegiance

Tom Manak, Chairman of the Fourth of July Committee, led the Pledge of Allegiance after which he gave details about the exciting events planned in Glen Ellyn to celebrate Independence Day this year. He asked everyone to purchase necklaces from committee members, the profits of which would help offset the cost of the activities. Volunteers were also needed; they should contact him. The committee thanked the Village for its support, both financially and with staff. Mr. Manak then accepted donations from each of the Trustees and the Village President.

Village Recognition:

A. A resident called to compliment Public Works Secretary Kathy Horn on how knowledgeable she was when asked about choosing parkway trees.

B. An email message was received by Chief Norton regarding Officer Mallory Wilkens. Officer Wilkens was pleasant, helpful and friendly, and offered great advice when responding to a call.

C. Park Place West Condominium Board of Managers wrote a note of thanks to Detective Jim Monson for attending their meeting and providing answers to various questions regarding resident's safety in their building.

D. The Glen Ellyn Historical Society wrote a letter of appreciation to Officer Paul Baird for donating his time to provide security and a very professional police presence during their Antiques on the Green antique show on May 26.

E. An email was received thanking Officers Andrew Downey and Luke Elmore for going above and beyond when resident asked for assistance with a flat tire.

F. A note of gratitude was received for the efforts of Officer Luke Elmore during a resident's medical emergency last August. Officer Elmore performed CPR until help arrived.

G. Public Works employees Eric Hendrickson, Greg Garcia, Victor Zarate, Sam Fernald and Jack Marston were recognized by a resident for the timely and professional tree removal services.

H. The Village accepts the resignation of Timothy F. Loftus from the Historic Preservation Commission and thanks him for his service to the Village.

Audience Participation

A. A **Proclamation** was presented to Janie Patch, Immediate Past Executive Director, of the Economic Development Corporation, by President Pfefferman in recognition for her dedication over the years. She thanked the Village Board, Village staff, and merchants for their cooperation during the years she worked for the EDC.

B. No one else wished to speak to any item not listed on tonight's agenda.

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. May 14, 2012 Regular Workshop
2. May 14, 2012 Regular Meeting
3. May 21, 2012 Special Meeting

B. Total **Expenditures** (Payroll and Vouchers) - $946,267.77
The vouchers have been reviewed by Trustee Ladesic and Trustee Henninger and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

C. Waive competitive bidding and approve an Agreement for Professional Services with Planning Resources Inc. to provide forestry and **tree preservation consulting services** to the Public Works and Planning & Development Departments.

D. Ordinance No. 6034, An Ordinance Approving Variations from the Corner Side Yard Setback and Corner Lot Width Requirements of the Zoning Code to Allow the Construction of a New Single Family Residence for Property at **243 Hawthorne Boulevard.**

E. **Ordinance No. 6035**, An Ordinance Repealing and Replacing Ordinance 3800 and Granting Exterior Appearance and Sign Variation Approvals for **Haggerty Chevrolet Located at 300 Roosevelt Road.**

F. **Ordinance No. 6036**, An Ordinance Repealing and Replacing Ordinance 3090 and Granting Exterior Appearance and Sign Variation Approvals for **Jewel-Osco Located at 599 Roosevelt Road in the Market Plaza Shopping Center**.

Planning and Development Director Staci Hulseberg presented an updated version of the Jewel/Osco facade and the parking lot that was not in the Village Board's packet. Some of the islands will be widened and one driving lane will be one-way.

G. **Ordinance No. 6037,** An Ordinance Granting Approval of a Special Use Permit to Allow a **Music School at 536 Crescent Boulevard**.

H. **Ordinance No. 6038-VC**, An Ordinance to Amend the **Liquor Control Code** Chapter 19 and Title 3, Section 12 (Restriction on Number of Licenses) to the Village Code.

I. Approve **License Agreements** for Santa Fe Restaurant and Cab's Wine Bar Bistro.

J. **Resolution 12-07**, A Resolution for the expenditure of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code in the amount of $675,000 for the time period of January 1, 2011 to December 31, 2011.

At Trustee Ladesic's request Item C will be considered and discussed separately from the Consent Agenda.

Trustee Ladesic moved and Trustee Henninger seconded the motion to adopt the Consent Agenda, items A through J with the exception of item C, be considered routine business by the Village Board and be approved in a single vote.

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

Item C from the Consent Agenda:

Waive competitive bidding and approve an Agreement for Professional Services with Planning Resources Inc. to provide **forestry and tree preservation consulting services** to the Public Works and Planning & Development Departments.

Planning and Development Director Staci Hulseberg explained that the current forestry consultant's contract expires July 2. Hiring the recommended professional service company is based on the elimination of the Village Forester position, the Public Works Department reorganization, and the absence of a available expert in landscape design.

Director Hulseberg detailed the qualifications included in the RFP. The new consultant has experience in landscape design and knowledge of tree preservation.

The Village Board discussed extra services and related costs being recommended.

Public Works Director Julius Hansen spoke about the Public Works Department staff. They now have two certified arborists on staff. He gave details about trees inspected, trees being treated, plantings and cooperation between the Public Works Department and the Planning and Development Department.

Trustee Cooper moved to waive competitive bidding and approve an Agreement for Professional Services with Planning Resources, Inc. to provide forestry and tree preservation consulting services to the Public Works and Planning and Development Departments. There was no second. Motion failed for lack of second.

The Village Board indicated they would like further information from both Planning and Development and Public Works Departments concerning costs and soft criteria and would like staff to attempt to negotiate more favorable prices.

License Agreement between Village of Glen Ellyn and Glen Ellyn Chamber of Commerce

Assistant to the Village Manager Kristen Schrader presented information on the proposed license agreement between the Village and Glen Ellyn Chamber of Commerce for the property at 810 N. Main Street. She gave general details of the proposed lease. Finance Director Wachtel explained the funding associated with the renovation and lease terms.

Mike Formento, Co-Director of the Glen Ellyn Chamber of Commerce, answered questions about the plans for the renovation of the second floor of the building. The Chamber will be ready to move in to the building in Fall 2012.

Trustee Hartweg moved and Trustee McGinley seconded the motion to approve a license agreement between the Village of Glen Ellyn and the Glen Ellyn Chamber of Commerce for the property at 810 N. Main Street in Glen Ellyn and approve reimbursement of up to $75,000 to the Chamber for improvements to 810 N. Main Street to make the property operational.

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

Republic Services, Inc. Contract for Residential Solid Waste Collection

Assistant to the Village Manager Kristen Schrader presented information on a proposed five-year contract with Republic Services, Inc. for Residential Solid Waste Collection of the Village's approximately 7,200 single-family and duplex households.

The Village Board continued their discussion from the Workshop meeting earlier this evening concerning service fees, contract time periods, cancellation clause, leaf stickers, current costs in neighboring municipalities and the annual contract increase.

Municipal Services Manager Tim Lintner, Allied Waste for Public Services, spoke concerning the modified volume based refuse contract that Glen Ellyn is considering is a unique service that is different from other communities including Wheaton. Republic prefers to serve Glen Ellyn with pick up all on one day.

A. Motion to approve a five-year contract for the Village's residential solid waste removal services with Republic Services, Inc. of Elgin, Illinois, from August 1, 2012 through July 31, 2017, to be expensed to the Village's Solid Waste Fund; and

B. Ordinance No. 6039 -VC, an Ordinance Amending Chapter Six of Title Seven (Solid Waste Collection and Disposal) of the Village Code of Glen Ellyn, Illinois.

Trustee Henninger moved, seconded by Trustee Ladesic to Table Item #8A and Item #8B to the Village Board meeting of June 25, 2012.

President Pfefferman called for a voice vote. All voted, "Aye." Motion passed. Item Tabled.

New Underground Fuel Tank System and New Fuel Dispensing Island Contract with Stenstrom Petroleum of Rockford, Illinois

Public Works Director Julius Hansen presented information on the installation of a new underground fuel tank system; a new fuel dispensing island; the removal of the old fuel system; and the testing and remediation of the contaminated soils. The discussion will also include information regarding reimbursement of funds from the Illinois EPA LUST fund. Director Hansen introduced Equipment Services Superintendent Frank Frasco who explained that while work is being done, Public Works will attempt to keep some tanks in use. The amount charged non-Village users was detailed. There is a nearby floodplain, but it should not be a hazard to the new fuel island.

Trustee Ladesic moved and Trustee Henninger seconded the motion to approve a contract with the lowest responsible bidder, Stenstrom Petroleum of Rockford, Illinois to replace the UST system and fuel dispensing island and to remove the old UST system in the amount of $419,343 to be expensed to the Equipment Services Capital Equipment Fund.

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

Lambert Road Right-Turn Lane at Roosevelt Road Project

Professional Engineer Bob Minix presented information for actions associated with the pending construction of a northbound, right-turn lane on Lambert Road at Roosevelt Road (IL Route 38). The project will receive Federal Surface Transportation Program (STP) funds covering 70% of eligible roadway costs up to a maximum contribution of $286,000. The project appeared on the April 27, 2012 IDOT letting, with the firm of Alliance Contractors submitting the lowest of three bids in the amount of $429,000, about 5% below the final engineer's estimate. With project construction imminent, various Village actions are required, including allocating funds for the local agency share of construction expenses, hiring an engineering firm for construction oversight, and funding and approval of a final engineering services amendment for additional design costs incurred primarily due to delays in land acquisition.

A. Approve payments to the Illinois Department of Transportation for Local Agency construction costs associated with the Lambert Road Right-Turn Lane at Roosevelt Road Project in the amount of $165,000 (including a 5% contingency), to be expensed to the FY13 Capital Projects Fund.

B. Approve a sole-source agreement with Thomas Engineering Group of Oak Park, IL for construction phase engineering services associated with the Lambert Road Right-Turn Lane at Roosevelt Road Project in a not-to-exceed amount of $72,000 (including a 5% contingency), to be expensed to the FY13 Capital Projects Fund.

C. Increase the appropriation for engineering services associated with the design of Lambert Road Right-Turn Lane at Roosevelt Road Project provided by Hampton, Lenzini and Renwick in the amount of $8,339, for a revised total appropriation of $73,339 to be expensed to the FY13 Capital Projects Fund.

D. Approve Amendment No. 2 to the engineering services agreement with Hampton, Lenzini and Renwick for the Lambert Road Right-Turn Lane at Roosevelt Road Project for additional design engineering expenses in the amount of $10,812 resulting in a total and final fee of $73,339 for the work.

Trustee McGinley moved and Trustee Henninger seconded the motion to approve A, B, C, and D in one motion.

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

Reminders:

- The next Regular Village Board Workshop is scheduled for Monday, June 18, 2012 at 7 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

- The next Regular Village Board Meeting is scheduled for Monday, June 25, 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?

The Sidewalk Waiver Text Amendment will be discussed in July.

Adjournment

At 10:12 p.m. Trustee Cooper moved and Trustee Ladesic motioned to adjourn to Executive Session for the purpose of discussing pending litigation, adjourning thereafter without returning to open session.

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

Respectfully submitted,

Suzanne R. Connors,
Village Clerk

A-6A3

Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
June 18, 2012

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Hartweg, Cooper, McGinley, Friedberg, Ladesic, Henninger; Village Clerk Connors. Staff present: Village Manager Franz, Assistant to the Village Manager Schrader, Police Chief Norton and Administration Intern Strong.

1. **Call to Order**

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

2. **Jazz in Glen Ellyn**

Chamber of Commerce Co-Director Mike Formento spoke about the various aspects of the Jazz in Glen Ellyn planned for July 14 from 3p.m. to 10 p.m. Co-Director Georgia Koch spoke giving a list and the credentials of the performers who would be appearing at the Fest. Mr. Formento reported that Wheaton Nursery has contracted for the landscaping; food and beverage vendors have agreed to provide a variety of refreshments; and a production company has been hired to assist with lights and sound and other vendors as necessary. Chamber member will volunteer for all the tasks that need to be done, but if anyone wishes to help, please call the Chamber office.

3. **Municipal Electric Aggregation**

Assistant to the Village Manager-Admin. Schrader introduced Sharon Durling with Northern Illinois Municipal Electric Collaborative (NIMEC) who will be presenting new information concerning municipal electric aggregation. The Village Board had discussed the subject in November 2011 and May 2012 and the item is being brought back for Village Board consideration.

Ms. Durling gave NIMEC's background and explained electric deregulation. She described legislative changes and billing if residents have electricity provided by someone other than ComEd. The Village can bid for power cost for residents and small businesses unless those residents/small business owners opt-out and choose to stay with another electrical provider.

According to Ms. Durling, NIMEC has managed 50% of aggregations in the Chicago area. They have experience presenting bids for the best rates. After the Village signs a contract with another supplier, if the ComEd rate goes below that supplier's rate, the Village can be released to return to ComEd if it so desires. She explained the process the Village must follow to be able to go to bid, and presented the wording that would have to be used for a referendum.

In response to questions, the Village could combine with other municipalities, but most towns do not need to combine to receive a good rate. It is estimated that residents would save about $420 per year per household based on the average residential footprint. The Illinois Commerce Commission has set up the pluginillinois.org website the public can use for information.

Jeff Gahris of Cool Cities Coalition asked if NIMEC found that people used more electricity when the rates were lower and whether "green" energy was considered. Usage did not seem to increase.

Assistant Schrader outlined the options available to the Village Board including the referendum process. Village Board discussion indicated that all were in favor of going ahead with aggregation, attempting to have a referenda on the November 2012 ballot, and using a consultant. It was understood that the commitment for the number of years of the contract and "green" requirements could be made after the bids were returned or at any time prior as the bids were being prepared.

Adam Kreuzer of the Environmental Commission will present tonight's information to the Environmental Commission at their next meeting so that they can make their recommendation to the Village Board.

4. Other Items?

There were no other items presented to the Village Board.

5. Adjournment

At 8:35p.m., Trustee Hartweg moved and Trustee Henninger seconded a motion to adjourn. All voted "Aye." Meeting adjourned.

Submitted by:

Suzanne R. Connors,
Village Clerk

A-6c

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Danamarie Izzo – Assistant to the Village Manager - HR
Patti Underhill – Administrative Services Coordinator

DATE: June 19, 2012

RE: Prevailing Wage Ordinance

Background
The Village is required to adopt a prevailing wage ordinance on an annual basis for any Village department that might be engaged in "public works" projects, including Public Works, Recreation and Facilities Maintenance. This is a statutory requirement. The ordinance establishes wages at various levels depending upon the labor market location within the state.

Recommendation
Adoption of the ordinance

Action Requested
Adoption of the ordinance

Attachments
Ordinance
Exhibit A - Prevailing wages – June 2012 – for various labor classifications
Exhibit B – Draft public notice to be published

X:\Admin\AGENDA ITEMS\agenda item-June 25 Prevailing Wages.doc

Village of Glen Ellyn

ORDINANCE NO. _____

An Ordinance of the Village of Glen Ellyn
DuPage County, Illinois
Ascertaining the Prevailing Rate of Wages for Laborers,
Workmen, and Mechanics Employed by Contractors Performing
Public Works for the Village

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 of the Village of Glen Ellyn
DuPage County, Illinois,
Ascertaining the Prevailing Rate of Wages for Laborers,
Workmen, and Mechanics Employed by Contractors Performing
Public Works for the Village

Whereas, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

Whereas, the aforesaid Act requires that the Village of Glen Ellyn, Illinois, investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers in the locality of DuPage County employed in performing construction of public works for the Village of Glen Ellyn;

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: To the extent and as required by "An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village of Glen Ellyn is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Illinois

Department of Labor for June 2012, a copy of that determination being attached hereto as Exhibit "A" and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

Section Two: Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of the Village of Glen Ellyn to the extent required by the aforesaid Act.

Section Three: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village of Glen Ellyn this determination of such prevailing rate of wage.

Section Four: The Village Clerk shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section Five: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section Six: The Village Clerk shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto as Exhibit "B." Such publication shall constitute notice that this is the determination of the Village of Glen Ellyn and is effective.

Passed by the Village 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___.)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, _____, DO HEREBY CERTIFY that I am Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village, and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of AN ORDINANCE ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS FOR THE VILLAGE OF GLEN ELLYN adopted at a duly called Regular Meeting of the Board of Trustees, held at Glen Ellyn, Illinois, at _____ p.m. on the _____day of June, 2012.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Glen Ellyn, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Glen Ellyn, Illinois, this _____day of June, 2012.

_____
VILLAGE CLERK
VILLAGE OF GLEN ELLYN

[SEAL]

EXHIBIT "A"

Du Page County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	E	ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	9.300	11.72	0.000	0.780
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	9.540	11.57	0.000	0.780
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400

STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether

for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar

type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task,

the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

EXHIBIT B

Prevailing Wage Notice

The President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, adopted Ordinance No. _____ ascertaining the prevailing rate of wages in accordance with the Prevailing Wage Act, 820 ILCS 130/1, *et seq.*, at a meeting of the Village Board on the 25th day of June, 2012. Said ordinance lists the applicable prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in the construction of public works coming under the jurisdiction of the Village of Glen Ellyn, which is the same as determined by the Illinois Department of Labor for DuPage County for June, 2010. The original ordinance is a part of the official records of the Village of Glen Ellyn and is on file and available for examination in the office of the Village Clerk of the Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, Illinois 60137.

Dated the 26th day of June, 2012.

Suzanne R. Connors
Village Clerk
Village of Glen Ellyn, Illinois

A-6D

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Patti Underhill, Administrative Services Coordinator
Michael Strong, Administrative Intern

DATE: June 20, 2012

RE: Volunteer Commission Board Appointment Terms

Background. The Village offers residents the opportunity to participate in Village governance activities through a variety of volunteer led Advisory Boards and Commissions. These Advisory Boards and Commissions allow its members to review issues at the request of the Village Board or of interest to the advisory body. These groups provide recommendations that assist the Village Board in making decisions, and serve as ambassadors to the community, informing and educating the public regarding the purposes of the advisory group's activities.

There are currently thirteen volunteer Boards and Commissions that residents in the community can volunteer to serve on. The process for serving with these groups requires a formal appointment by the Village President, and follows a term length of three to five years depending on the Board or Commission. Prospective Commissioners must reside, own property, or work within the Village in order to be considered for an appointment.

Recently, some Commission members have expressed an interest in re-aligning the Commission terms to be more consistent among each Advisory Board or Commission.

Issues. The current membership term structures among the Boards and Commissions vary from three to five years in length with an expiration of December 31 of the members' last year of service. One of the issues regarding this structure is that it does not align with the Village's fiscal year, academic year, or elected official terms.

The proposed amendment to the membership terms would allow staggering terms with an expiration of May 31 for each Advisory Board and Commission which would promote more alignment with the above-referenced calendars.

Action Requested. The Village President is requesting that the Village Board discuss realigning the term structures among the different Advisory Boards and Commissions in order to promote more consistency and alignment with the Village's fiscal year, academic year, and elected official terms. A draft ordinance amending the Village Code for membership terms of the Boards and Commissions has been attached.

Attachments.

- Draft Ordinance

Village of Glen Ellyn

Ordinance No. _____-VC

An Ordinance Providing Uniformity in Board and Commission Appointments for the Village of Glen Ellyn, Illinois

---

Adopted by the
President and 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 Providing Uniformity in Board and Commission Appointments for the Village of Glen Ellyn, Illinois

WHEREAS, Title 2 of the Village Code, entitled is "Board and Commissions; and

WHEREAS, a review of Title 2 demonstrates that the language of some of the Chapters relating to Board and Commissions do not establish consistent terms for Board and Commission members; and

WHEREAS, it would be desirable to provide for some uniformity of term regarding members of Boards and Commissions, and to establish a termination date for service so that newly-elected Village Presidents have the ability to quickly appoint some members to Board and Commissions with staggered terms expiring on May 31st; and

WHEREAS, the Village of Glen Ellyn, as a home unit, has the ability to establish terms in manners different than State statutes;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Title 2, Chapter 1, "Board of Fire and Police Commissioners," of the Code of the Village of Glen Ellyn, shall be amended by adding the following sentence:
"Each member shall serve for a term of three (3) years. All terms shall expire on May 31st."

SECTION 2: Title 2, Chapter 4, "Plan Commission," shall be amended in that Section 2-4-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 3: Title 2, Chapter 6, "Capital Improvements Commission," shall be amended in that Section 2-6-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 4: Title 2, Chapter 7, "Building Board of Appeals," shall be amended in that Section 2-7-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 5: Title 2, Chapter 8, "Architectural Review Commission," shall be amended in that Section 2-8-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 6: Title 2, Chapter 9, "Civic Center Commission," shall be amended in that Section 2-9-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 7: Title 2, Chapter 10, "Community Relations Commission," shall be amended in that Section 2-10-3- shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 8: Title 2, Chapter 11, "Environmental Commission," shall be amended in that Section 2-11-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 9: Title 2, Chapter 12, "Recreational Commission," shall be amended in that Section 2-12-3 shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 10: Title 2, Chapter 13, "Historical Preservation Commission," shall be amended in that Section 2-13-2(A) to read, as follows:

(A) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 11: Title 2, Chapter 14, "Zoning Board of Appeals," shall be amended in that Section 2-14-3-(A) shall read, as follows:

(A) All appointments shall begin on January 1st and end on December 31st; and Section 2-14-3(B) shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 12: Title 2, Chapter 15, "Technology Advisory Commission" shall be amended in that Section 2-15-3(B) shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 13: Title 2, Chapter 16, "Finance Commission," shall be amended in that Section 2-16-3-(B) shall be amended to read, as follows:

(B) Terms: Each member shall serve for a term of three (3) years. All terms shall expire on May 31st.

SECTION 14: All of the members of the Boards and Commissions, specified in this Ordinance, shall conclude the terms to which they are appointed and, in instances where the terms conclude after May 31st of any year, they shall continue until the next May 31st, when the Village President shall have the power to make a new appointment for the term specified within this Ordinance. It is the intent of this Ordinance that staggered terms will remain in existence. In each case, individuals appointed to Boards and Commissions shall remain in office until their successor has been appointed and has been confirmed.

SECTION 15: This Ordinance shall be in full force and effect from and after its passage, and approval in accordance with law, and it shall be published after passage in pamphlet form, and its terms shall be codified within the Village Code.

PASSED by the Village 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_____.)

A-6E

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director SRH
Michele Stegall, Village Planner MJS
Michael Strong, Planning Intern

DATE: June 19, 2012

RE: Historic Stacy's Corners – ZMA/ZTA

Background. The Village owns a number of properties at the southwest and southeast corners of the Historic Stacy's Corners intersection including 557 Geneva Road, 553 Geneva Road, and 825 N. Main Street. All or portions of these properties are proposed to be rezoned from the R2 Residential to the C2 Community Commercial zoning district. A Zoning Code Text Amendment to add a historical facility use to the list of permitted uses in the C2 district is also proposed.

The property at 825 N. Main Street is part of the former Marathon property purchased by the Village in 2011, and is located on the south side of St. Charles Road, east of Main Street. Current zoning of this property shows that two of the three lots are zoned C2, while the third is zoned R2. The Village purchased this property with the intention of selling it for redevelopment. Rezoning the subject third lot to the C2 Community Commercial district would allow for consistent zoning of the entire property.

The two properties known as 557 and 553 Geneva Road are located on the south side of Geneva Road, west of Main Street. The Glen Ellyn Historical Society (GEHS) operates the properties at 553 and 557 Geneva Road along with additional properties at this intersection. The property at 557 Geneva Road is developed with Stacy's Tavern and Museum. The property at 553 Geneva Road, known as the Cary Property, is a vacant parcel. The GEHS has made the rezoning request for these properties in order to provide for consistent zoning of the properties that are under their control. Currently, Village staff is in the process of negotiating an intergovernmental agreement with the GEHS for the Village owned properties at the corner which are operated by the GEHS. This agreement currently calls for the subject properties to be rezoned C2 Community Commercial.

The C2 Community Commercial zoning district does not allow cultural or historical uses. Therefore, staff is recommending a Zoning Text Amendment to add "historical facility" to the list of permitted uses in Section 10-4-14(A) of the Zoning Code, and to add a new definition for a historical facility in Section 10-2-2 of the Zoning Code which would read as follows, *"Historical Facility: A facility devoted primarily to historic preservation, education, and the administration of activities or events related to those purposes including displaying, preserving, and exhibiting objects of historic, architectural, or archaeological interest."* This proposed use would support the planned use of these properties at Historic Stacy's Corners as a history park and center.

Issues. The Comprehensive Plan supports the rezoning of all the subject properties from R2 Residential to C2 Community Commercial. Specifically, the Plan states *"Plans should continue to be refined for reorganization of the south-west quadrant of Five Corners as a Historical Center focused around Stacy's Tavern and the Yalding House"* (72). Additionally, the Plan states that the property at 825 N. Main is *"a suitable location for convenience retail, service or office uses"* (80). Additionally, a land-use map within the Comprehensive Plan supports the previous statement and shows this parcel as Neighborhood Commercial (77). Therefore, rezoning these properties to C2 is supported by the Plan.

Recommendation. The Plan Commission considered the requests at public hearings conducted on April 26, 2012 and May 10, 2012. One resident spoke in opposition to the requested rezoning of 825 N. Main Street. Another resident contacted staff prior to the public hearing to express concerns about rezoning the 825 N. Main Street parcel. These residents voiced concerns about such things as tree removal and buffering associated with the anticipated redevelopment of this lot. Two members of the GEHS Board spoke at the hearing in favor of the proposed rezoning of 553 and 557 Geneva Road as well as the proposed text amendment.

At the April 26, 2012 Plan Commission public hearing, the Commission voted 9-0 to recommend approval of the proposed Zoning Map Amendments. Consideration of the text amendment was continued to the May 10, 2012 meeting to give the GEHS additional time to review the proposed language. At the May 10, 2012 hearing, the Plan Commission recommended approval of the proposed text amendment by a vote of 8-0.

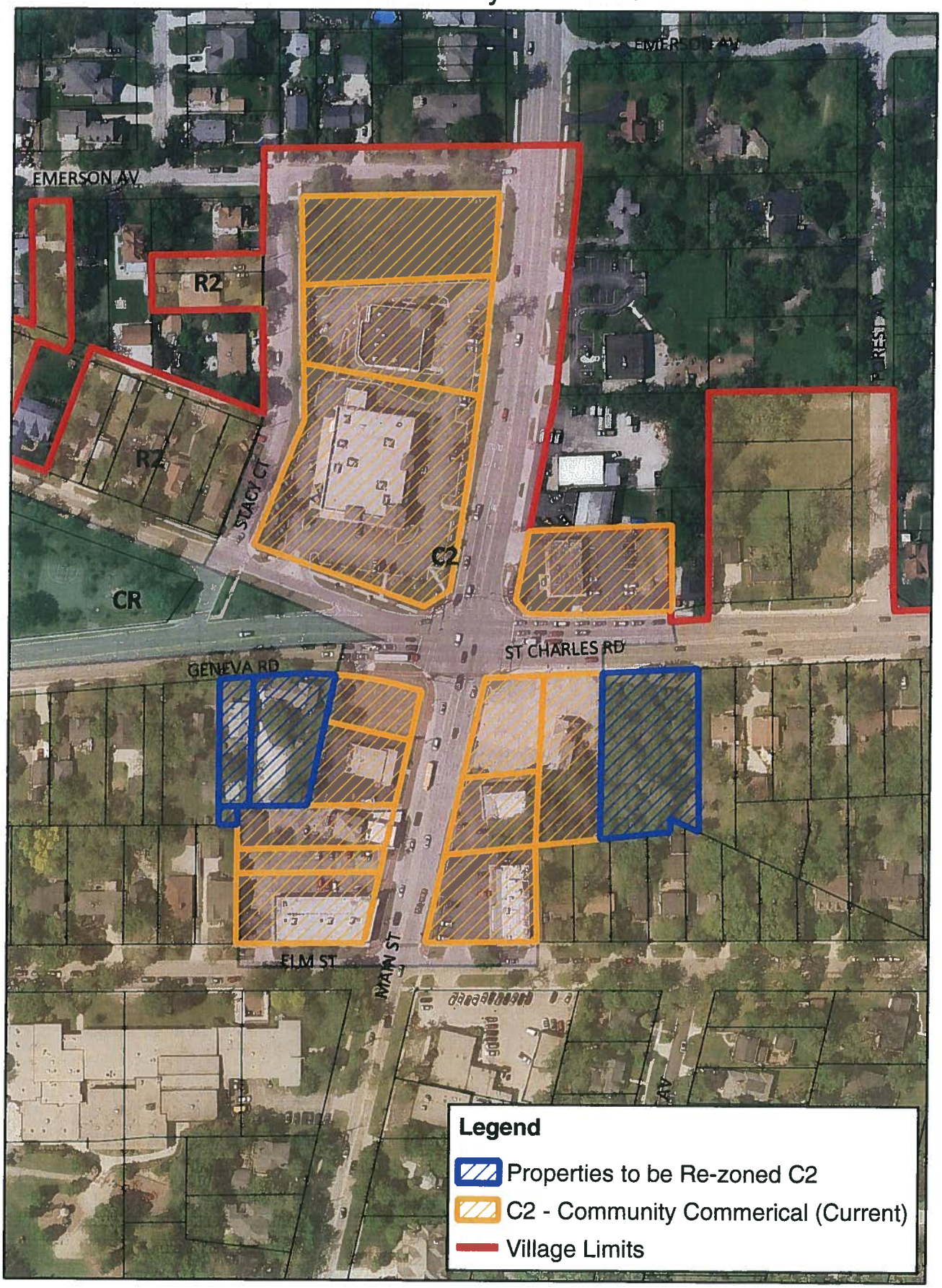
Action Requested. The Village Board may approve, approve with conditions or deny the requests for approval of the proposed Zoning Map and Text Amendments. In accordance with the Plan Commission's recommendation, Ordinances approving the requests have been prepared for consideration at the June 25, 2012 Village Board meeting.

Attachments.

- Location Map
- Petitioners' Application Packets
- Minutes from April 26, 2012 Plan Commission Meeting
- Draft Minutes from May 10, 2012 Plan Commission Meeting
- Draft Ordinance for Zoning Map Amendments
- Draft Ordinance for Zoning Code Text Amendment

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Geneva\GEHS, ZMA, ZTA\VB Memo.doc

Historic Stacy's Corners



Prepared by: Planning and Devleopment Department
Date Prepared: March 20, 2012

0 135 270 540 Feet

N

GLEN ELLYN
HISTORICAL SOCIETY

April 18, 2012

Ms. Staci Hulesberg
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Dear Ms. Hulesberg,

The Glen Ellyn Historical Society is requesting the properties at 557 Geneva Road, 553 Geneva Road, and the landlocked vacant parcel at the rear of 553 Geneva Road be zoned C2. This change will create a continuity in zoning that will be helpful in the development of the History Park at Historic Stacy's Corners.

We are aware that amendments to the C2 Community Commercial District are necessary for all the properties to be in compliance and we are happy to assist in the development of those changes.

I look forward to working with you and the Plan Commission on this project.

Yours truly,

Jane Rio
Interim Executive Secretary

P.O. Box 283 • Glen Ellyn, IL 60138 • 630-469-1867 • www.gehs.org

APPLICATION FOR ZONING MAP AMENDMENT

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Map Amendment described in this application.

Date Filed: _____ **Application No:** _____

Name of Applicant: Glen Ellyn Historical Society

Address of Applicant: 800 N. Main Street, Glen Ellyn

Phone No. (Business): 630-469-1867 **~~(Home)~~ Cell:** 630-569-4310

Property Interest of Applicant: Owner Representative
(Owner, Contract Purchaser, Owner Representative)

Name of Property Owner: Village of Glen Ellyn

Address of Owner: 535 Duane St. Glen Ellyn

Phone No. (Business): 630-469-5000 **(Home):** N/A

Address and Legal Description of Property: 551 Geneva Road
553 Geneva Road

Permanent Index No.: _____ **Existing Zoning:** R2?

Lot Frontage: _____ **Lot Area:** _____

Present Use: 551 Geneva — Museum
553 Geneva — Vacant Property

Requested Zoning: C-2

RECEIVED
APR 10 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Requested Use/Construction: _____

Estimated Date to Begin New Use/Construction: N/A

Name(s), Address(es), and Phone No(s). of Experts (architects, engineers, etc.): _____

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-13 of the Zoning Code: See attached

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property: See attached

2. Identification of the zoning classification of property within the general area of the affected property: _____

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district: _____

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district: _____

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan: _____

_____

_____

_____

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property: _____

_____

_____

_____

7. The extent to which property values are diminished, if at all, by the particular zoning restrictions: _____

_____

_____

_____

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

I (We) consent to entry in or upon the premises described in this application by any unauthorized official of the Village of Glen Ellyn for the purpose of inspection.

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

4.19.12 _____

Date Signature of Applicant

THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED BY COMPLETEING THIS APPLICATION IN DETAIL

Glen Ellyn Historical Society
Zoning Map Amendment Application

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property:

   The existing use is single family residence/single family homes, including Stacy's Tavern, which is a restored stagecoach serves as museum that is open to the public.

2. Identification of the zoning classification of property within the general area of the affected property:
   The subject properties are both zoned R2.

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district:
   If this property were to be developed as zoned, special use permit or commercial use would be prohibited and/or any specific land use for the Historical Society would require additional consideration by the Plan Commission.

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district:
   The lots to the south and east of these properties are zoned C2. The properties to the north are also zoned C2. No changes have occurred to 557 Geneva Road, as it has been preserved for its historical use. The single family residence at 553 Geneva Road was demolished, and is now a vacant parcel.

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan:
   The Comprehensive Plan states that these properties should be zoned C2 for light commercial or historical usage; future use of these properties is consistent with the goals of the Comprehensive Plan.

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property:
   The property at 557 Geneva has not been used as a single family residence since at least 1968 when it was purchased by the Village. At that time it was restored and used as a commercial/museum property. The property at 553 Geneva Road has been vacant since the single-family residence was demolished in 2011.

7. The extent to which the property values are diminished, if at all, by the particular zoning restrictions:
   Future use of the property is planned for as park space and museum usage (which is nonconforming to current zoning). This will provide an increase in their respective property values.

RECEIVED
APR 10 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

APPLICATION FOR ZONING CODE TEXT AMENDMENT

The undersigned petitions the President and Village Board Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Code Text Amendment described in this application.

Date Filed: _____ **Application No:** _____

Name of Applicant: Glen Ellyn Historical Society

Address of Applicant: 800 N. Main, Glen Ellyn

Phone No. (Business): 630-469-1867 **(~~Home~~ Cell):** 630-569-4310

Proposed Amendment: _____

Will an Existing Section of the Zoning Code by Replaced/Changed? _____ **Section Reference:** _____

Narrative Statement of how the proposed Text Amendment relates to the Comprehensive Plan of the Village of Glen Ellyn, or otherwise promotes the public health, safety and general welfare:
See attached

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

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

4.19.12
Date

Signature of Applicant

GLEN ELLYN HISTORICAL SOCIETY

2011-2012 Board of Directors

President	Ruth Wright
Vice President	Dan Anderson
Secretary	Tracey Kreiling
Treasurer	Carolann Parker
Directors	JP Anderson
	Suzanne Carty
	Dale Flening
	Jean Jeske
	Weldon Johnson
	Ruthann Ward
	John Zemenak

4.11.12

P.O. Box 283 • Glen Ellyn, IL 60138 • 630-469-1867 • www.gehs.org

APPLICATION FOR ZONING MAP AMENDMENT

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Map Amendment described in this application.

Date Filed: _____ **Application No**: _____

Name of Applicant: Village of Glen Ellyn

Address of Applicant: 535 Duane Street, Glen Ellyn, IL 60137

Phone No. (Business): (630) 547-5250 **(Home)**: _____

Property Interest of Applicant: Owner
(Owner, Contract Purchaser, Owner Representative)

Name of Property Owner: Village of Glen Ellyn

Address of Owner: same as above

Phone No. (Business): same as above **(Home)**: _____

Address and Legal Description of Property: Lot 1 in Miller's subdivision, being a subdivision in the south ½ of section 2, township 39 north, range 10, east of the third principal meridian, according to the plat thereof recorded August 17, 1948 as document 552071, and certificate of correction recorded December 5, 1948 as document 559493, in DuPage County, Illinois.

Permanent Index No.: 05-02-419-007 **Existing Zoning**: R2

Lot Frontage: 128 feet (St. Charles Road) **Lot Area**: .65 acres

Present Use: Vacant

Requested Zoning: C2 Community Commercial

Requested Use/Construction: N/A

Estimated Date to Begin New Use/Construction: N/A

Name(s), Address(es), and Phone No(s). of Experts (architects, engineers, etc.):

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-13 of the Zoning Code: See Staff Report.

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property: The existing property is currently vacant.

2. Identification of the zoning classification of property within the general area of the affected property: The subject property is zoned R2 Residential. The properties to the east and south are zoned R2 and the properties to the west and north are zoned C2.

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district: The property at 825 N. Main Street is comprised of three separate parcels, the subject parcel is zoned R2, while the other two are zoned C2 Community Commercial. Rezoning the subject parcel to C2 would provide consistent zoning for the entire property. The uses permitted in this district are compatible with uses located west and north of the site.

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district: To the south of the subject property and east of the subject property, along St. Charles Road, are residential properties improved with single-family homes. Properties directly to the west and north of the subject property are zoned C2 Community Commericial. No known changes have occurred to this parcel since the property was placed in its present zoning.

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan: _____ The Comprehensive Plan indicates that the subject parcel should be designated for commercial use and that the subject property should be reused or redeveloped. Furthermore, rezoning of the property to commercial would allow for the creation of a larger, more attractive site for redevelopment.

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property: The property is identified as being vacant in 1974.

7. The extent to which property values are diminished, if at all, by the particular zoning restrictions: Rezoning of the subject property will provide for a larger area of potential commercial redevelopment which would increase the property value significantly.

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

I (We) consent to entry in or upon the premises described in this application by any unauthorized official of the Village of Glen Ellyn for the purpose of inspection.

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

5/30/12
Date

Signature of Applicant

with the plans as submitted and the testimony as presented at tonight's meeting. B. The petitioner shall obtain a building permit from the Village before completing any further work on the deck.

The motion carried with eight (8) "yes" votes and one (1) "no" vote as follows: Plan Commissioners Buckton, Whiston, Ford, Girling, Heming-Littwin, Lannen, Whalen and Chairman Fullerton voted yes; Plan Commissioner Bromann voted no.

PUBLIC HEARING – 553 GENEVA ROAD, 557 GENEVA ROAD AND 825 N. MAIN STREET – ZONING MAP AMENDMENTS AND ZONING CODE TEXT AMENDENTS

PROPOSED ZONING MAP AND TEXT AMENDMENTS ASSOCIATED WITH THE PROPOSED REZONING OF THE PROPERTIES AT 553 GENEVA ROAD, 557 GENEVA ROAD AND 825 N. MAIN STREET FROM THE R2 RESIDENTIAL ZONING DISTRICT TO THE C2 COMMUNITY COMMERCIAL ZONING DISTRICT AND A REQUEST TO ADD "HISTORICAL FACILITY" TO THE LIST OF PERMITTED USES IN THE C2 DISTRICT AND CREATE A DEFINITION FOR THE SAME. THE SUBJECT PROPERTIES ARE LOCATED AT THE HISTORIC STACY'S CORNERS INTERSECTION. THE PROPERTIES AT 553 AND 557 GENEVA ROAD ARE LOCATED ON THE SOUTH SIDE OF GENEVA ROAD, WEST OF MAIN STREET AND ARE DEVELOPED WITH SINGLE-FAMILY HOMES. THE PROPERTY AT 825 N. MAIN STREET IS LOCATED ON THE SOUTH SIDE OF ST. CHARLES ROAD, EAST OF MAIN STREET AND IS PART OF THE FORMER MARATHON GAS STATION PROPERTY PURCHASED BY THE VILLAGE IN 2011.

Plan Commissioner Buckton moved, seconded by Plan Commissioner Heming-Littwin, to open the public hearing.

Staff Introduction

Michele Stegall, Village Planner, and Michael Strong, Planning Intern for the Village of Glen Ellyn were present to speak regarding this subject request. Mr. Strong stated that at the intersection of Stacy's Corners, three Village-owned properties are proposed to be rezoned and a text amendment to the Zoning Code is being requested. The subject properties are requested to be rezoned from the R2 Residential zoning district to the C2 Community Commercial zoning district. A Zoning Code Text Amendment to Section 10-4-14(A) to add "historical facility" to the list of permitted uses in the C2 Community Commercial zoning district is being requested in accordance with the provisions in Section 10-10-13 of the Glen Ellyn Zoning Code. Mr. Strong stated that representatives from the Glen Ellyn Historical Society were present to answer questions regarding the historic properties.

Mr. Strong displayed a location map and stated that four properties are subject to rezoning. Two of the properties, 553 Geneva Road and 557 Geneva Road, are located west of Main Street and are zoned R2 Residential. Mr. Strong stated that a small vacant

landlocked parcel that is zoned R2 is directly south of 553 Geneva Road. Mr. Strong stated that on the east side of Main Street is a parcel zoned R2 that is a part of 825 N. Main Street. He added that two other parcels that are a part of 825 N. Main Street are zoned C2 Community Commercial. Mr. Strong stated that the Village purchased the 825 N. Main Street property in 2011 with the intention of selling it for redevelopment; however, the inconsistent zoning of the three parcels makes redevelopment difficult. Mr. Strong stated that the Village Comprehensive Plan supports these rezonings. Mr. Strong described the zoning of other sites in the area.

Mr. Strong stated that the Glen Ellyn Historical Society currently maintains the 553 and 557 Geneva Road properties. He added that the Village acquired these two properties to be used for Glen Ellyn Historical Society purposes. He also stated that the Carey property is planned to become a part of the History Park in the future.

Mr. Strong stated that a Zoning Code Text Amendment to Section 10-4-14(A) is being proposed to add "historical facility" to the list of permitted uses in the C2 Community Commercial zoning district in accordance with the provisions in Section 10-10-13 of the Glen Ellyn Zoning Code. A new definition for a historical facility in Section 10-2-2 of the Zoning Code is proposed to read as follows: "Historical Facility: A facility devoted primarily to historic education and the administration of activities or events displaying, preserving, and exhibiting objects of historic, architectural, or archaeological interests." He stated that Planning and Development Director Hulseberg has expanded the definition which was included in a handout distributed to the Plan Commission just prior to the meeting.

Mr. Strong stated that he received a phone call from a resident at 609 St. Charles Road who was unable to attend the meeting tonight but stated he was concerned with the redevelopment of the subject area and the rezoning of the 825 N. Main Street property. He also stated that he felt the integrity of the Village was at stake.

Responses to Questions from the Plan Commissioners

Mr. Strong clarified for Plan Commissioner Ford that the text amendment included in the Staff Report is not a final version.

Persons in Favor of or in Opposition to the Request

Dan Anderson, 668 Essex Road, Glen Ellyn, Illinois is the Vice President of the Glen Ellyn Historical Society and spoke regarding the subject topic. Mr. Anderson stated that one issue both the Village and the Historical Society have is the difficulty that both sides have with the fact that different pieces of the History Park are zoned differently so when an activity is planned, it is unknown if their plans are affected by R2 zoning or C2 zoning. Therefore, it was generally agreed that it would be a good idea to have all of the History Park under one zoning classification. Mr. Anderson also stated that he was surprised that the Historical Society had not yet seen the information regarding changes to the text amendment that was presented at this meeting so they are not in a position this

evening to comment on whether or not those changes are appropriate. Mr. Strong stated that Jane Rio, Interim Executive Director of the Glen Ellyn Historical Society, was sent information regarding the definition and this meeting, and Mr. Anderson responded that she was unable to attend the meeting this evening. Mr. Anderson felt that the most appropriate zoning for the properties would be C2 and asked the Plan Commission to review that zoning prior to taking action at this meeting. Mr. Anderson then responded to Chairman Fullerton that he would be comfortable if the Plan Commission acted on the Zoning Map Amendment at this meeting and acted on the Zoning Code Text Amendments at the next meeting.

Douglas Ward, 551 Geneva Road, Glen Ellyn, Illinois stated he has lived immediately west of Stacy's Tavern for 35 years. Mr. Ward stated that he and his wife are very supportive of the development of the History Park and Five Corners and the rezoning in the area. He also commended Village staff and the Plan Commission for their time and effort regarding the subject area. Mr. Ward hoped that the corners will not be just another general retail development as there is an historic aspect to the corner that relates to the History Park and the historic corner. He stated that rezoning will help to unify the property so that historic buildings and sites can be developed on the property. He indicated on the map the first property that was donated to the Village. He thanked the Plan Commission for their work and stated that the project will be a great improvement over time.

Mark Simon, 690 Grand Avenue, (also owner of 604 Elm Street), Glen Ellyn, Illinois asked if when the 825 St. Charles Road property that is currently zoned R2 becomes C2, can one assume that that parcel of land will likely stay as it is or is the long-term plan that the large forested parcel of land would be significantly altered in the future regardless of what is ultimately decided for the usage of the corner on the southeast? Ms. Stegall responded that the Village purchased the 825 N. Main Street property which consists of three parcels of land. She added that an RFP (Request for Proposal) will be issued in the future for redevelopment of the properties as an entire site. She added that uses at the site have not yet been determined. Mr. Simon expressed concern that trees will be replaced by a commercial development.

Dan Anderson commented that when meetings are held regarding the 825 N. Main Street property, he will probably speak about Erastus Ketchum, a grandchild of the Churchill family, who came to the area in 1834 and whose home was on the property before it became the Marathon station.

A motion was made and voted on to close the public hearing.

Comments from the Plan Commission

All of the Plan Commissioners were in favor of the proposed rezoning of parcels to C2. Plan Commissioner Buckton felt that applying C2 zoning to the properties at 557 and 553 Geneva Road emphasizes the importance of this historic area as part of the Village. He also stated that he hopes that property on the east side of the street is developed in a

manner befitting that area as well as the historical area across the street. Plan Commissioner Bromann stated he was in favor of the rezoning because it adheres to the Comprehensive Plan. Chairman Fullerton stated that consideration toward the neighbors with regard to development will be taken seriously. Plan Commissioner Whalen thanked Dr. Ward and Mr. Anderson for their efforts in the history park area over the years.

Three motions were made as follows:

Motion 1

Plan Commissioner Whiston moved, seconded by Plan Commissioner Heming-Littwin, to recommend that the Plan Commission approve C2 zoning of the property at 825 N. Main Street in accordance with Section 10-10-13 of the Zoning Code based on the following findings of fact: 1. The existing property is currently vacant. Commercial use is located north of the site, single-family homes are located east of the site, single-family homes are located south of the site, commercial uses are located west of the site. 2. The subject property is currently zoned R2 Residential District. The property to the north is zoned C2, Community Commercial District, the property to the south is zoned R2 Residential District, the property to the east is zoned R2 Residential District and the property to the west is zoned C2 Community Commercial District. 3. The property is comprised of three separate parcels. The subject parcel is zoned R2 while the other two are zoned C2 Community Commercial. Rezoning the subject parcel to C2 would provide consistent zoning for the entire property. The uses permitted in this district are compatible with uses located west and north of the site. 4. To the south of the subject property and east of the subject property, along St. Charles Road, are residential properties improved with single-family homes. Properties directly to the west and north of the subject property are zoned C2 Community Commercial. No known changes have occurred to this parcel since the property was placed in its present zoning. 5. The Comprehensive Plan recommends that the subject parcel be designated for commercial use. 6. The subject property is identified as being vacant. 7. Rezoning of the subject property will provide for a larger area of potential commercial redevelopment which would increase the property value significantly.

The motion carried unanimously with nine (9) "yes" votes as follows: Plan Commissioners Whiston, Heming-Littwin, Bromann, Buckton, Ford, Girling, Lannen, Whalen and Chairman Fullerton voted yes.

Motion 2

Plan Commissioner Whiston moved, seconded by Plan Commissioner Ford to recommend that the Plan Commission approve C2 zoning of the properties at 557 and 553 Geneva Road in accordance with Section 10-10-13 of the Zoning Code based on the following findings of fact: 1. A park area is located north of the site, commercial uses are located east of the site, single-family homes are located west of the site, and commercial uses are located to the east and southeast of the site. 2. The subject properties are currently zoned R2 Residential District. The property to the north is zoned CR

Conservation Recreation District, the property to the south is zoned C2 Community Commercial District, the property to the east is zoned C2 Community Commercial District and the property to the west is zoned R2 Residential District. 3. The uses permitted in the C2 Community Commercial District are compatible with the uses located to the south and east of the properties. It is also compatible with the existing uses of the property. 4. There have been no changes in development on the 557 Geneva Road property as it has been preserved for historical use. The single family residence at 553 Geneva Road was demolished and is now a vacant parcel. 5. The Comprehensive Plan recommends that these properties be zoned C2 Community Commercial for light commercial or historical use. 6. The property at 553 Geneva Road has been vacant since the single family residence was demolished in 2011, and the property at 557 Geneva Road is currently developed with a stagecoach residence that has been restored and is used as a commercial property. 7. The existing uses of the properties are compatible with the C2 Community Commercial zoning district and rezoning will provide an increase in their respective property values.

The motion carried unanimously with nine (9) "yes" votes as follows: Plan Commissioners Whiston, Ford, Bromann, Buckton, Girling, Heming-Littwin, Lannen, Whalen and Chairman Fullerton voted yes.

Motion 3

Plan Commissioner Buckton moved, seconded by Plan Commissioner Bromann to continue the public hearing for the Zoning Code Text Amendment to May 10, 2012. The motion carried unanimously by voice vote.

Trustee Report

Trustee Friedberg reported that the Village Board has passed the 2013 budget and he provided some highlights. He also updated the Plan Commission on the water status of Lake Ellyn regarding overbanking.

Chairman Report

Chairman Fullerton stated that there will be time limits at the 760 Sheehan pre-application meeting coming up in the near future.

Staff Report

Ms. Stegall thanked the current interns in the Planning and Development Department and reported that two new interns will be hired soon. Plan Commissioner Whalen also complimented the two current interns on their performance in the Planning and Development Department. Ms. Stegall provided an update on the downtown streetscape and parking study. Ms. Stegall also recommended scheduling a special Plan Commission meeting as there are petitioners currently waiting to be heard. The Plan Commissioners were receptive to an additional meeting. Plan Commissioner Buckton recommended not

DRAFT
PLAN COMMISSION
MINUTES
MAY 10, 2012

The meeting was called to order by Chairman Julie Fullerton at 7:38 p.m. Plan Commissioners Craig Bromann, Tim Elliott, Jeff Girling, Tracy Heming-Littwin, Jay Strayer, Ray Whalen and Lyn Whiston were present. Plan Commissioners Todd Buckton, Erik Ford and Heidi Lannen were excused. Also present were Trustee Liaison Robert Friedberg, Village Attorney Ellen Emery, Village Planner Michele Stegall and Recording Secretary Barbara Utterback.

Chairman Fullerton stated that on the agenda were public hearings regarding zoning code text amendments and a special use permit amendment for the Cottage Avenue Water as well as a pre-application meeting for 760 Sheehan, Amber Ridge Subdivision.

CONTINUED PUBLIC HEARING – ZONING CODE TEXT AMENDMENTS. Continued public hearing with discussion, consideration and recommendation regarding a request to add "historical facility" to the list of permitted uses in the C2 Community Commercial zoning district and to create a definition for the same. The request is part of the proposed rezoning of four properties located at the historic Stacy's Corners intersection. The Commission acted on the proposed zoning map amendments at the April 26, 2012 Plan Commission meeting.

Plan Commissioner Girling moved, seconded by Plan Commissioner Strayer, to open the public hearing.

Persons in Favor of or in Opposition to the Petition

Jane Rio, 429 Carleton Avenue, Glen Ellyn, Illinois stated she is the Interim Executive Director of the Glen Ellyn Historical Society. Ms. Rio stated that she has reviewed the wording from the previous meeting and compliance is met with the wording of the zoning ordinance. She then thanked the Plan Commission for making the effort to have the entire historic park zoned C2.

Plan Commissioner Buckton moved, seconded by Plan Commissioner Bromann, to close the public hearing.

Motion

Plan Commissioner Bromann moved, seconded by Plan Commissioner Whiston, to pass the Zoning Code Text Amendment as presented.

The motion carried with eight (8) yes votes as follows: Plan Commissioners Bromann, Whiston, Elliott, Girling, Heming-Littwin, Strayer, Whalen and Chairman Fullerton voted yes.

Village Of Glen Ellyn

Ordinance No. _____

An Ordinance Granting Approval of
Zoning Map Amendments for 553 Geneva Road,
557 Geneva Road and 825 N. Main Street Generally Located
at the Southeast and Southwest Corners of
Main Street and St. Charles 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 Approval of Zoning Map Amendments for 553 Geneva Road, 557 Geneva Road and 825 N. Main Street Generally Located at the Southeast and Southwest Corners of Main Street and St. Charles Road Glen Ellyn, IL

Whereas, the Village of Glen Ellyn owns approximately 1.21 acres of property located south of Geneva Road and west of Main Street known as 553 and 557 Geneva Road and approximately .65 acres of property located south of St. Charles Road east of Main Street known as 825 N. Main Street which is part of a larger property with the same address; and

Whereas, the Village has filed applications for approval of Zoning Map Amendments in accordance with Section 10-10-13 of the Glen Ellyn Zoning Code to rezone all of 553 and 557 Geneva Road and the easterly .65 acres of 825 N. Main Street from the R2 Residential zoning district to C2 Community Commercial district; and

Whereas, the subject properties are legally described as follows:

PARCEL 1: (*Commonly known as 557 Geneva Road*)
THAT PART OF LOT 1 OF THE PLAT OF COUNTY CLERK'S ASSESSMENT DIVISION OF BLOCK 1 OF P. W. STACY'S ADDITION TO GLEN ELLYN, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10 IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 05-02-322-019; and

PARCEL 2: (*Commonly known as 553 Geneva Road*)
THE WEST 40 FEET 6 INCHES OF LOT 1 IN BLOCK 1 IN COUNTY CLERKS ASSESSMENT DIVISION OF BLOCK 1 OF P.W. STACY'S ADDITION TO GLEN ELLYN, A SUBDIVISION IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-02-322-018; and

PARCEL 3: (*Landlocked vacant parcel*)
LOT 8 IN COUNTY CLERK'S ASSESSMENT DIVISION OF BLOCK 1 OF P.W. STACY'S

ADDITION TO GLEN ELLYN, IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF COUNTY CLERK'S ASSESSMENT DIVISION RECORDED JULY 3, 1906 AS DOCUMENT 88059, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-02-322-020; and

PARCEL 4: (*Commonly known as 825 N. Main Street*)
LOT 1 IN MILLER'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1948 AS DOCUMENT 552071, AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1948 AS DOCUMENT 559493, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-02-419-007; 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, and following written notice to all property owners within 250 feet of the site, and the placement of a placard on the property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on April 26, 2012 at which hearing the Plan Commission considered the applications for approval of the requested Zoning Map Amendments; and

Whereas, at the April 26, 2012 Plan Commission public hearing, the petitioner presented evidence and testimony in support of the requests, and one resident spoke in opposition to the request to rezone the property at 825 N. Main Street and two (2) residents representing the Glen Ellyn Historical Society spoke in favor of the request to rezone the properties at 553 and 557 Geneva Road; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings of fact and recommendations as set forth in the minutes from the April 26, 2012 Plan Commission meeting, a copy of which is attached hereto as *Exhibit "A"*, and pursuant to Section 10-10-13 of the Zoning Code, by a

unanimous vote of nine (9) "yes" and zero (0) "no," the Plan Commission recommended approval of the requested Zoning Map Amendments; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the April 26, 2012 Plan Commission public hearing and have considered the findings of fact and recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees make the following findings of fact in regard to the requested Zoning Map Amendments for the properties located at 553 and 557 Geneva Road:

1. A park area is located north of the site, commercial uses are located east of the site, single-family homes are located west of the site, and commercial uses are located to the east and southeast of the site.

2. The subject properties are currently zoned R2 Residential District. The property to the north is zoned CR Conservation Recreation District, the property to the south is zoned C2 Community Commercial District, the property to the east is zoned C2 Community Commercial District and the property to the west is zoned R2 Residential District.

3. The uses permitted in the C2 Community Commercial District are compatible with the uses located to the south and east of the properties. It is also compatible with the existing uses of the property.

4. There have been no changes in development on the 557 Geneva Road property, as it has been preserved for historical use. The single family residence at 553 Geneva Road was demolished and is now a vacant parcel.

5. The Comprehensive Plan recommends that these properties be zoned C2 Community Commercial for light commercial or historical use.

6. The property at 553 Geneva Road has been vacant since the single family residence was demolished in 2011, and the property at 557 Geneva Road is currently developed with a residence that has been restored and is used as a commercial museum property.

7. The existing uses of the properties are compatible with the C2 Community Commercial zoning district and rezoning will provide an increase in their respective property values; and

In regard to the requested Zoning Map Amendment for the property located at 825 N. Main Street, the Village President and Board of Trustees further find that:

1. Commercial uses are located north of the site, single family homes are located east of the site, single-family homes are located south of the site, and commercial uses are located west of the site.

2. The subject property is currently zoned R2 Residential District. The property to the north is zoned C2 Community Commercial District, the property to the south is zoned R2 Residential District, the property to the east is zoned R2 Residential District, and the property to the west is zoned C2 Community Commercial District.

3. The property is comprised of three separate parcels. The subject parcel is zoned R2, while the other two are zoned C2 Community Commercial. Rezoning the subject parcel to C2 would provide consistent zoning for the entire property. The uses permitted in this district are compatible with uses located west and north of the site.

4. No known changes have occurred to this parcel since the property was placed in its present zoning.

5. The Comprehensive Plan recommends that the subject parcel be designated for commercial use.

6. The subject property is identified as being vacant.

7. Rezoning of the subject property will provide for a larger area of potential commercial redevelopment which would increase the property value significantly; and

Whereas, based on the aforementioned findings of fact, the President and Board of Trustees find it appropriate and in the best interest of the Village to approve the requested Zoning Map Amendments.

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

Section One: The minutes from the April 26, 2012 Plan Commission meeting, a copy of which is attached hereto as Exhibit *"A"*, and the findings of fact set forth therein and in the preambles above are hereby adopted as the findings of fact of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the April 26, 2012 public hearing before the Plan Commission.

Section Two: Based upon the findings of fact and recommendations of the Plan

Commission, as adopted herein and the findings of fact and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby approve the requests for Zoning Map Amendments to rezone the properties legally described herein above and commonly known as 553 Geneva Road, 557 Geneva Road and 825 N. Main Street, from the R2 Residential zoning district to the C2 Community Commercial zoning district.

Section Three: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the requested Zoning Map Amendments to be recorded with the DuPage County Recorder of Deeds.

Section Four: The properties at 553 Geneva Road, 557 Geneva Road and 825 N. Main Street are hereby zoned C2 Community Commercial zoning district. The Director of the Planning and Development Department shall cause the Zoning District Map of the Village of Glen Ellyn to be amended to place said properties in the C2 Community Commercial District. A map indicating the location of the subject properties is attached hereto and identified as Exhibit *"B."*

Section Five: This Ordinance shall be in full force and effect from and after the 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 _____.)

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Geneva\GEHS, ZMA, ZTA\Draft Ordinance - ZMA.doc

Village Of Glen Ellyn

Ordinance No. _____

An Ordinance Approving Text Amendments to Sections 10-2-2 and 10-4-14(A) of the Glen Ellyn Zoning Code to Create a Definition for "Historical Facility" and to Add it to the List of Permitted Uses in the C2 Community Commercial Zoning District.

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 Sections 10-2-2 and 10-4-14(A) of the Glen Ellyn Zoning Code to Create a Definition for "Historical Facility" and to Add it to the List of Permitted Uses in the C2 Community Commercial Zoning District.

Whereas, the Plan Commission is charged with periodically reviewing and making recommendations to the Village Board of Trustees on text amendments to the Glen Ellyn Zoning Code; and

Whereas, in accordance with this responsibility, following due and proper publication of notice in the Daily Herald, the Plan Commission of the Village of Glen Ellyn conducted public hearings on April 26, 2012 and May 10, 2012 at which hearings the Plan Commission considered proposed text amendments to the Zoning Code to create a definition for a historical facility and to add the same to the list of permitted uses in the C2 Community Commercial zoning district; and

Whereas, two members of the public spoke in favor of the request during the April 26, 2012 public hearing and one member of the public spoke in favor of the request during the May 10, 2012 public hearing; and

Whereas, based upon the evidence, testimony, and exhibits presented at the April 26, 2012 and May 10, 2012 Plan Commission public hearings, by a vote of eight (8) "yes" and zero (0) "no," the Glen Ellyn Plan Commission on May 10, 2012 recommended approval of the proposed Zoning Code Text Amendments as set forth in the minutes of the May 10, 2012 Plan Commission public hearing, a copy of which is attached as Exhibit "B"; and

Whereas, a copy of the proposed Zoning Code Text Amendments is attached hereto as Exhibit "C"; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the minutes from the aforementioned Plan Commission public hearings 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 April 26, 2012 and May 10, 2012 Plan Commission public hearings, drafts of which are attached hereto as Exhibit "A" and "B", are 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 "C", 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 ____).

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Geneva\GEHS, ZMA, ZTA\Draft Ordinance - ZTA.doc

A-6F

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Director Planning & Development SRH
Joe Kvapil, Building and Zoning Official

DATE: June 18, 2012

RE: June 25, 2012 Village Board Meeting
Zoning Variation – 621 Duane Street

Background

The property owners, Raymond and Regina Sikorski, are requesting approval of a variation from Glen Ellyn Zoning Code Section 10-4-8(D)4 to allow the construction of a new single family residence with a corner side yard setback of 10.5 feet in lieu of the minimum required corner side yard setback of 17.7 feet. The subject property is a corner lot located on the southeast corner of the intersection of Duane Street and a public alley in the R2 Residential District. An existing home on the property was demolished by the applicant in 2007. Notice of the public hearing was published in the Daily Herald on May 23, 2012. The Zoning Board of Appeals conducted a public hearing on the requested variation on Tuesday, June 12, 2012. At the meeting, one person spoke in favor of and no persons spoke in opposition to the variation request. One public comment was received requesting the Village construct a curb in the alley along the corner side yard lot line.

Issues

The Zoning Board of Appeals was in favor of the variation because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations to this property. Specifically, the corner side yard setback requirements were intended to apply to streets to allow adequate visibility for safety and to be similar to the front yard setback and maintain a consistent appearance along all streets. Although by technical definition an alley is a street, the code does makes some exceptions and the ZBA members acknowledged that there is a significant reduction in the intensity of use between an alley and a street and felt these differences were cause to recommend approval of this variation request.

Recommendation

The Zoning Board of Appeals voted on a motion to recommend approval of the variation request with a unanimous vote of four (4) "yes" and zero (0) "no" votes. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variation.

Action Requested

It is requested that the Village Board consider the petitioners' request, the recommendation offered by the Zoning Board of Appeals, and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the variation request.

Attachments

- Minutes of ZBA meeting dated June 12, 2012
- Photo of the Subject Property
- Location Map
- Ordinance
- Notice of Public Hearing
- List of Addresses
- Email from Keith Manning dated 6/12/12
- Petitioners' Application packet

X:\Plandev\BUILDING\ZBA\MEMOS\DUANE621-CORNER SIDE.doc

based on the facts that it would not be practical to locate a detached garage to the rear of the lot because of the existing trees and elevations.

The motion carried with four (4) "yes" votes as follows: ZBA Members Loch, Fasules, Constantino Acting Chairman Fried voted yes.

PUBLIC HEARING – 621 DUANE STREET
A REQUEST FOR APPROVAL OF A VARIATION FROM THE GLEN ELLYN ZONING CODE, SECTION 10-4-8(D)4, TO ALLOW THE CONSTRUCTION OF A NEW HOME TO BE SET BACK 6 FEET 6 INCHES FROM THE CORNER SIDE YARD LOT LINE IN LIEU OF THE MINIMUM REQUIRED CORNER SIDE YARD SETBACK OF 17 FEET 8 INCHES FOR A NEW PRINCIPAL STRUCTURE.
(Raymond and Regina Sikorski, owners)

Staff Report

Building and Zoning Official Joe Kvapil stated that Raymond and Regina Sikorski, owners of the property at 621 Duane Street, are requesting approval of a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)4, to allow the construction of a new home that is set back 6 feet 6 inches from the corner side yard lot line in lieu of the minimum required corner side yard setback of 17 feet 8 inches for a new principal structure. The subject lot is currently vacant as the previous home on the lot was demolished. Mr. Kvapil stated that the subject property is in the R2 Zoning District completely surrounded by single-family residential homes. He displayed a site plan and stated that the property is located on the south side of Duane Street and borders a 12-foot wide public alley along the west property line. Mr. Kvapil stated that no zoning variations have been granted in the past for this property.

Mr. Kvapil stated that the petitioners purchased the subject property in 2007 and demolished the existing home which was in poor condition. He stated that the subject lot is nonconforming at 58 feet wide as the minimum required lot width for a corner lot is 80 feet. He stated that the subject lot is considered a corner lot by definition since it is located at the intersection of two or more streets and added that an alley is considered to be a street. Mr. Kvapil stated that this variation is triggered by the fact that an alley is on the side of the subject property.

Mr. Kvapil displayed a plat of survey of the subject property that indicated the approximate location of the proposed new home on the property. He indicated the current required setbacks for a corner lot. He added that the required setback along the alley is 17 feet 4 inches which does not allow adequate space for the proposed house. He also stated that the petitioner is requesting that the corner lot be considered as an interior lot for the purposes of determining the corner side yard setback. He stated that the lot is 58 feet wide at the front setback line, and an interior lot that is 58 feet wide requires a 6 foot 6 inch side yard setback. Mr. Kvapil added that if the requested variation was not granted, the buildable area on the lot would be 34 feet wide and, if the variation is granted, the buildable area will be approximately 45 feet wide.

Mr. Kvapil distributed an e-mail from Keith Manning, 441 N. Park Blvd., Glen Ellyn, Illinois regarding stormwater concerns.

Petitioners' Presentation

Raymond Sikorski, the owner of the subject property, 4N349 Woodland Trails West, Wayne, Illinois and Dan Fernandes, a general contractor/homebuilder, 4N231 St. Andrews Trace Lane, West Chicago, Illinois spoke on behalf of the subject request. Mr. Sikorski stated that he is asking for the subject variation because a new house constructed on the lot would only be able to be 30-plus feet wide and roughly 50 feet deep to maintain a 1,700 square foot house that could be built on the lot. He stated that receiving a variation to build a wider home will increase curb appeal and will be much more attractive in the Village. He added that a narrower 2-story structure would look like an apartment building on the property. Mr. Sikorski stated that when he bought the house, he was unaware of the 17-foot corner side yard setback. Mr. Sikorski stated that he demolished the existing house on the lot at the Village's request because the house was in disrepair. He stated that he bought the home because his wife has always wanted to live in Glen Ellyn. He added that she is now ill and he would like to be able to take her for walks in town.

Mr. Fernandes stated that the previous house on the lot was set back only 4.3 feet from the alley, and the proposed home will be farther from the alley than that home. He stated that regarding the side yard setbacks, a corner lot is for sidewalks and this property does not have sidewalks, parkway or the use that a corner lot normally would have. Mr. Fernandes stated that Mr. Sikorski would like his new home to have space on either side of the frontage of his home, however, in this case, the rooms would end up to be inadequately small. He added that Mr. Sikorski has always beautifully landscaped his homes and his previous homes have been showcased in newspapers. He added that Mr. Sikorski would like to build a home that will beautify and enhance the neighborhood. Mr. Sikorski added that in order to build the type of Victorian home he would like, he needs to have a home that is wider than 30-plus feet.

Responses to Questions from the ZBA

When ZBA Member Fasules stated that the requested variation is to zone the property as an interior lot, Mr. Kvapil added that the request is for an interior lot that only addresses a corner side yard setback. He added that there are two differences between corner lots and interior lots—one is a corner side yard setback and the second is the lot width. He added that the petitioners did not request a variation for lot width. When ZBA Member Constantino asked if plans for a garage had been submitted, Mr. Kvapil responded no. ZBA Member Constantino questioned why larger side yard setbacks are required when dealing with a corner because in this case the alley is used for access all the way through to the next street to the south. He also stated he suspects that any future construction regarding a detached garage would also use the alley for access and asked why there is a larger corner side yard setback on a street or an alley. Mr. Kvapil replied that safety/visibility is one reason and a second reason is appearance.

ZBA Member Constantino asked what unique characteristics or hardships are created by the subject lot regarding this request for a variation. Mr. Fernandes responded that the unique characteristic regarding the request is the narrowness of the subject lot with the 17-foot setback. ZBA Member Constantino asked if the petitioner had considered perhaps a 40-foot width or a minimum compromise setback of 10 or 12 feet and some discussion followed. Mr. Sikorski responded to ZBA Member Constantino that he plans to construct a garage in the rear with the alley as access. ZBA Member Fasules expressed a concern that architectural design plans were not available for the proposed home on the subject lot. Mr. Fernandes stated that 40 feet is the minimum width that the petitioner is requesting regarding a proposed house on the lot. ZBA Member Constantino asked if the petitioner had discussed this proposal with any of the neighbors to the east. Mr. Sikoris stated that he had been at the subject site for a month when the house was torn down and the neighbors would have had an opportunity to speak to him at that time. He also stated that the Village had notified the neighbors regarding this meeting. ZBA Member Fasules asked Mr. Kvapil how sight lines would be kept clear if the requested variation was approved and the lot became classified as an interior lot. Mr. Kvapil responded that a 30-foot corner visibility triangle would be required at that location.

Persons in Favor of or in Opposition to the Petition

Mr. Kvapil responded that no one contacted the Village Building Department regarding this variation request.

Suzanne Connors, 435 N. Park Blvd., Glen Ellyn, Illinois stated that Mr. Sikorski never spoke to her or her husband regarding the proposed project. Ms. Connors stated she has no objection to the petitioner constructing the home approximately 6 feet from the alley but believes conditions should be attached to the request because of the amount of traffic that travels in the alley. She stated she and her husband are adjacent to the alley but do not use the alley for access to their property. Ms. Connors also felt that the Village should install a curb which would give delineation as to where the alley is located. She added that vehicles have driven over the subject property especially during winter months and a curb would slow down traffic and improve the appearance of the area.

Ed Dutton, 431 N. Park Blvd., Glen Ellyn, Illinois was generally favorable toward the variation request and stated he would be pleased to see a house on that property. He stated that his concern is where the house will be centered on the lot and how many square feet the house will be. He stated that he had no issue with the house being situated on an outline presented by the petitioner but was not in favor of building the house from lot line to lot line. He added that he did not feel that the lot should be treated as a corner lot by the Village and was supportive of treating the lot as an interior lot. In response to Acting Chairman Fried, Mr. Kvapil stated that the lot coverage ratio will be 20%. Mr. Dutton asked what the setback from the front lot line is where the foundation can begin and the rear lot line where the foundation can begin. Mr. Kvapil responded that the setback from the front lot line cannot be less than the house on the east side but can be set farther back. Mr. Kvapil also stated that the setback at the rear is 40 feet so the rear of the house cannot be any closer to the rear property line than 40 feet.

Comments from the ZBA

Some ZBA Members were reluctant to vote in favor of the requested 6.5-foot variance but were willing to support a 10.5-foot setback variance. ZBA Member Fasules expressed concern that the petitioner did not present architectural design plans regarding his request. Mr. Kvapil responded to ZBA Member Fasules that the submittal requirements for a zoning variation include at a minimum a site plan that outlines the footprint of the structure and that architectural plans and elevations are optional.

Motion

ZBA Member Loch moved, seconded by ZBA Member Fasules, to approve a variation from Section 10-4-8(D)4 of the Glen Ellyn Zoning Code to allow the construction of a new home that is set back 10.5 feet from the corner side yard lot in lieu of the minimum required corner side yard setback of 17.8 feet for a new principal structure.

The motion carried with four (4) yes and zero (0) no votes as follows: ZBA Members Loch, Fasules, Constantino and Acting Chairman Fried voted yes.

Trustee Report

Trustee Ladesic provided information regarding a Village garbage contract and a Village Board discussion regarding an arborist for the Village.

Staff Report

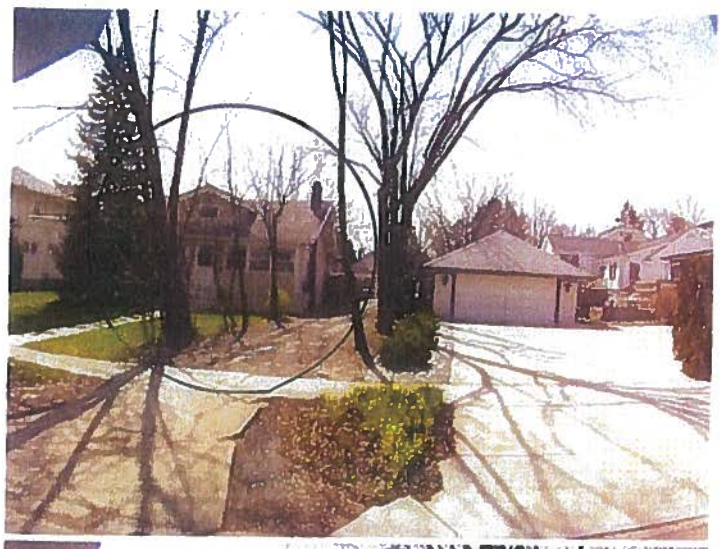
Mr. Kvapil stated that two (2) variations will be on the next Zoning Board of Appeals meeting agenda.

There being no further business before the ZBA, the meeting was adjourned at 9:15 p.m.

Submitted by:
Barbara Utterback
Recording Secretary

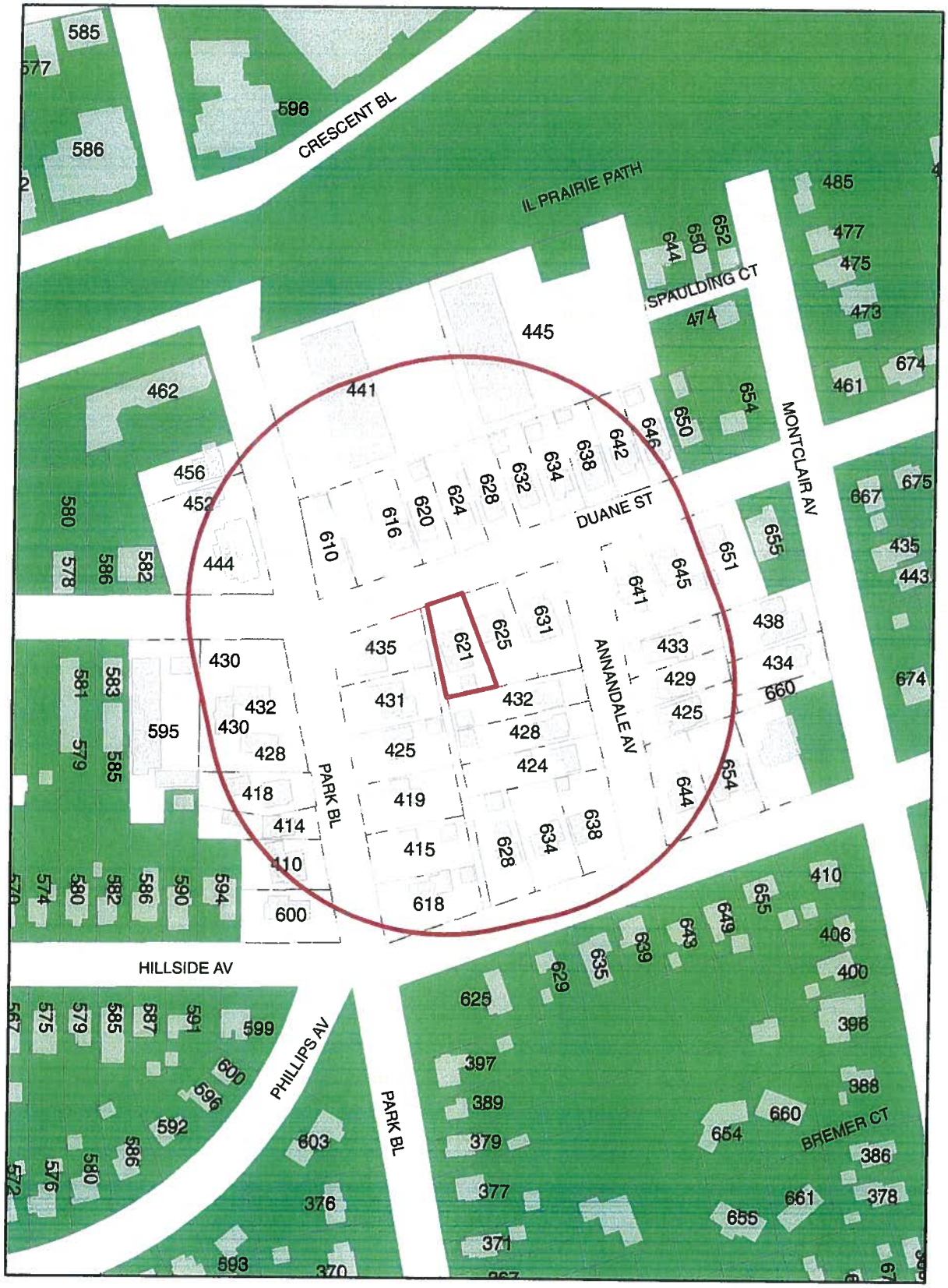
Reviewed by:
Joe Kvapil
Building & Zoning Official

621 DUANE STREET



DEMOLISHED 7/07

621 Duane Street



Prepared By: Planning and Development
Date: May 22, 2012

0 175 350 700 Feet

N

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving a Variation from the Corner Side Yard Setback Requirements of the Zoning Code to Allow a New Single Family Residence for Property at 621 Duane Street Glen Ellyn, IL 60137

Adopted by the President and 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 a Variation from the Corner Side Yard Setback Requirements of the Zoning Code to Allow a New Single Family Residence for Property at 621 Duane Street Glen Ellyn, IL 60137

Whereas, Raymond and Regina Sikorski, owners of the property at 621 Duane Street, Glen Ellyn, Illinois, which is legally described as follows:

> Lot 3 (except the westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying east of the east line of Glen Ellyn Avenue and all of Block 5 of Phillips Fourth Addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.
>
> P.I.N.: 05-11-418-011

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)4, to allow the construction of a new single family residence with a corner side yard setback of 10.5 feet in lieu of the minimum required side yard setback of 17.7 feet; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on June 12, 2012, at which the petitioners presented evidence, testimony, and exhibits in support of the variation request and one person spoke in favor of

the variation, one person offered general comments and no persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on June 12, 2012, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the variation, which carried by a unanimous vote of 4 (four) "yes" and zero (0) "no," resulting in a recommendation for approval as set forth in its draft Minutes dated June 12, 2012, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the exhibits and evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

Whereas, the President and Board of Trustees make the following findings of fact:

A. That the plight of the owner is due to unique circumstances since the property is considered a nonconforming corner lot and is positioned at the intersection of a street and a public alley which does not have the same characteristics and needs for a setback as does a street;

B. That the variations, if granted, will not alter the essential character of the locality since the lot is more similar to an interior lot than a corner lot and the prior existing home on the property was closer to the corner side yard lot line than the proposed single family home;

C. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring practical difficulty or particular hardship upon the owner as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out since the buildable area would only be 34 feet wide compared to the buildable area of 37 feet wide on the narrowest permitted 50 foot wide interior lot;

D. That the conditions upon which the variation is based would not be applicable generally to other property within the same zoning district since the configuration of this corner lot, with a nonconforming width, adjacent to a public alley is a unique property;

E. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the applicants intend to construct this single family residence for their own benefit and use with no intention to sell the property in the near future;

F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since the existing physical conditions that cause the need for this variation existed when the owners purchased the property and demolished the existing home on the property in 2008;

G. That the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located since the proposed single family residence is in compliance with the intended and typical uses within this residential district;

H. That the variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village since the construction will be completed in accordance with all building and zoning regulations;

I. That the variation will not diminish or impair property values within the neighborhood since a new single family home is a property improvement that makes a significant contribution to the character of the neighborhood;

J. That the variation will not result in an increase in public expenditures or create a nuisance since a single family residence is a permitted improvement and use in a residential zoning district;

K. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure since the proposed corner side yard setback is slightly more than would be required for an interior lot but slightly less than required for a corner lot: and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variation presented to the Zoning Board of Appeals.

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

Section One: The draft Minutes of the June 12, 2012 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)4, to allow the construction of a new single family residence with a corner side yard setback of 10.5 feet in lieu of the minimum required side yard setback of 17.7 feet at 621 Duane Street in Glen Ellyn, Illinois, which is legally described as follows:

> Lot 3 (except the westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying east of the east line of Glen Ellyn Avenue and all of Block 5 of Phillips Fourth Addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.
>
> P.I.N.: 05-11-418-011

Section Three: This grant of variation to construct a new single family residence is conditioned upon the construction being completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on

April 25, 2012 and the testimony and exhibits provided at the June 12, 2012 Zoning Board of Appeals public hearing.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variation granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variation shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said twenty-four (24) month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the variation to be recorded with the DuPage County Recorder of Deeds.

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

Section Seven: Failure of the owner 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 said Ordinance, shall subject the owner 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 _____, 2012.

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\BUILDING\ZBA\ORDINANCE\DUANE621-CORNER SIDE.doc

NOTICE OF PUBLIC HEARING

Raymond and Regina Sikorski, owners of the property at 621 Duane Street, are requesting a public hearing for a variation in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code. The owners have demolished an existing home and would like to construct a new home on the lot. The proposed new home will be located 6'-6" from the corner side yard lot line. The Zoning Code does not allow a principal structure to be located closer than 17'-8" from the corner side yard lot line on this property. The Glen Ellyn Zoning Board of Appeals will conduct a public hearing to consider this Variation on **June 12, 2012** at 7:30 p.m. on the third floor in the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Anyone is welcome to attend.

The property owners are requesting approval of a variation from the Glen Ellyn Zoning Code as follows:

1. Section 10-4-8(D)4 to allow the construction of a new home that is set back 6'-6" from the corner side yard lot line in lieu of the minimum required corner side yard setback of 17'-8" for a new principal structure.
2. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property is zoned R2, Residential District, and is legally described as follows:

Lot 3 (except the westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying east of the east line of Glen Ellyn Avenue and all of Block 5 of Phillips Fourth Addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N.: 05-11-418-011

Plans related to the proposed project are available for public review in the Planning and Development Department, Civic Center, 535 Duane Street, Glen Ellyn, Illinois. If you have questions, please contact Joe Kvapil, Building & Zoning Official, at (630) 547-5244. For individuals with disabilities who have questions regarding the accessibility of the meeting or facilities, contact Harold Kolze, ADA Coordinator, at (630) 547-5209.

(Published in the Daily Herald on Wednesday, May 23, 2012)

X:\Plandev\BUILDING\ZBA\PUBLIC NOTICE\621DUANE-CORNERSIDE.doc

621 duane street

From: **keith manning** (kem747@hotmail.com)
Sent: Tue 6/12/12 3:54 PM
To: jkvapil@glenellyn.org

RECEIVED
JUN 12 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

TO: JOE KVAPIL, GLEN ELLYN BUILDING &ZONING
FROM: KEITH MANNING, 441 N. PARK BLVD.
DATE: JUNE 12, 2012
RE: 621 DUANE STREET VARIATION REQUEST AND THE STORM WATER RUNOFF PROBLEM IN THE AREA

PERHAPS A DIRECT CONNECTION TO A STORM DRAIN SHOULD BE REQUIRED:

1. THERE IS NO STORM DRAIN IN FRONT OF 621 DUANE STREET AND DUANE STREET GOES UP HILL TO THE EAST AND TO THE WEST BEFORE IT COMES TO THE NEAREST DRAIN. STORM WATER MAY WELL GO UP THE DRIVEWAYS OF 616 AND 620 DUANE NORTHWARD ONTO THE PARK PLACE CONDOMINIUM PROPERTY.
2. THROUGH THE YEARS, THE VOLUME OF RUNOFF STORM WATER HAS INCREASED TO THE PP CONDOMINIUM PROPERTY DUE TO ALL THE NEW CONSTRUCTION {BUILDING ADDITIONS, LARGE GARAGES, LONG DRIVEWAYS,ETC.} CREATING, IN THE WINTER, AN ICE FLOW ON THE PPW EXIT DRIVE NEAR THE PRAIRIE PATH.
3. THE PP CONDO'S HAVE PAID TO REBUILD, REPAIR AND ROUTINELY CLEAN THEIR STORM DRAINS THAT RECEIVE RUNOFF WATER FROM DUANE STREET PROPERTIES. THEY HAVE ALSO PAID FOR A DRY WELL, FRENCH DRAIN, ETC. WITHOUT ANY FINANCIAL HELP FROM THE VILLAGE. WE ALSO PAID FOR THE SCREENS, GRAVEL, ETC. ON THE 620 DUANE PROPERTY AT THEIR NORTH PROPERTY LINE.

THIS ICE FLOW ON THE PARK PLACE CONDOMINIUM EXIT DRIVE IS CAUSED BY THE INCREASED VOLUME OF RUNOFF WATER AND CREATES A VERY DANGEROUS SITUATION FOR THE MANY PEOPLE WHO WALK THIS DRIVE INCLUDING SENIOR CITIZENS.

THE TIME HAS COME WITH ALL THIS NEW CONSTRUCTION AND VARIATIONS THAT DIRECT STORM DRAIN CONNECTIONS BE REQUIRED!

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

RECEIVED
APR 30 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

APPLICATION FOR VARIATION

For the property at 621 Duane Street Glen Ellyn, IL 60137

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 Zoning Code (Ordinance No. 3617-Z, as amended), as described in this application.

I. APPLICANT INFORMATION:

(Note: The applicant must comply with Section 10-10-10(B) of the Zoning Code).

Name: Raymond Sikorski

Address: P.O. Box 67 Wayne IL 60184

Phone No.: 630 443-8809

Fax No.: 630-443-8809

E-mail: raytinner1@sbcglobal.net

Ownership Interest in the Property in Question: Owner

II. INFORMATION REQUIRED BY SECTION 10-10-10(B) OF THE ZONING CODE, IF APPLICABLE:

NOTE: All parties, whether petitioner, agent, attorney, representative and or organization et al. must be fully disclosed by true name and address in compliance with Section 10-10-10(B) of the Zoning Code. Disclosure forms are attached for your convenience.

Name and address of the legal owner of the property (if other than the applicant):

_____

_____

Name and address of the person or entity for whom the applicant is acting (if the applicant is acting in a representative capacity):

_____

_____

Is the property in question subject to a contract or other arrangement for sale with the fee owner? (Circle "Yes" or "No")

YES NO

If YES, the contract purchaser must provide a copy of the contract to the Village and must either be a co-petitioner to this application or submit the attached Affidavit of Authorization with the application packet.

Is the property in question the subject of a land trust agreement? (Circle "Yes" or "No")

YES NO

If YES, (1) either the trustee must be a co-petitioner or submit the attached Affidavit of Authorization from the trustee to represent the holders of the beneficial interests in the trust and (2) the applicant must provide a trust disclosure in compliance with "An Act to Require Disclosure of All Beneficial Interests", Chapter 148, Section 71 et seq., Illinois Revised Statutes, signed by the trustee.

III. PROPERTY INFORMATION:

Common address: 621 Duane Street Glen Ellyn IL 60137

Permanent tax index number: 05-11-418-011

Legal description: Lot 3 (except the Westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 Lying East of the East line of Glen Ellyn Avenue and all of Block 5 of the Phillips Fourth Addition to Glen Ellyn, In Section 11, Township 39 North, Range 10, East of the Third Principle Meridian, in Dupage County, Illinois

Zoning classification: Single Family Residential RZ

Lot size: 59 ft. x 141 ft. Area: 8479 sq. ft.

Present use: Vacant lot

IV. INFORMATION REGARDING THE VARIATION(S) REQUESTED:

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s):
We would like to reclassify our lot that has a side yard that abuts a narrow alley from a corner lot to an interior lot. Section 10-4-8(D)4 for a side yard variation and code section 10-4-8(D)8 for a lot width variation.

Estimated date to begin construction: 5 to 10 years

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):

V. EVIDENCE RELATING TO ZONING CODE STANDARDS FOR A VARIATION:

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

A. <u>Standards Applicable to All Variations Requested:</u>

1. Provide evidence that due to the characteristics of the property in question, there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Zoning Code:
Following the Zoning Code if an alley is considered a street, We would only have a width of 33.4 feet for the width of our home. This is not wide enough for the Home we would like to build. See plat of survey #1

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

OR

b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:
We purchased an uninhabitable poorly maintained house with the intention of tearing it down and rebuilding on the lot. We assumed we could place the home as close to the Alley as the Former House was. See Photos and Exhibit #1

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:
The Former delapadated house was in fact only 4.3 feet from the Alley See plat of Survey #2

B. For the purpose of supplementing the above standards, the ZBA or PC, in making its recommendation that there are practical difficulties or particular hardships, shall 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 <u>hardship</u> upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:
We spent over $260,000 on an eyesore of the neighborhood assuming we could use the full extent of the lot including the close proximity of the house to the Alley. The required corner side yard setback is intended for a street and an alley has a much less intense and different use and provides almost no public exposure, access, sidewalks, parkway or public use.

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:

This corner lot with a nonconforming lot width of 57 feet adjacent to an alley with a width of 12 feet along the side yard is a unique condition in the Village.

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:

NO, We are planning on building a home for our family.

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 lot size and adjacent alley are conditions that existed when the property was purchased and have not been altered

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

Neighbors were delighted that we tore down the eyesore.

6. Provide evidence that the proposed variation will not:

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

Eyesore already existed where we want to build. The minimum required setback for an interior lot will be maintained.

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

No hazard will exist since all improvements will meet current building code requirements.

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

A proposed single family home on the property will not impair public health and welfare

d. Diminish or impair property values within the neighborhood;
Building a new home will increase property values for my neighbors.

e. Unduly increase traffic congestion in the public streets and highway;
Former house existed within 4.30 Feet of Alley.

f. Create a nuisance; or
A purposed single Family home on the property is not a nuisance but a permitted use.

g. Results in an increase in public expenditures.
A purposed single family home on the property will contribute to public revenue.

7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.
A single Family home of typical reasonable size and area cannot be constructed on the property with the current corner side yard setback. See plat #1

8. Please add any comments which may assist the Zoning Board of Appeals of Appeals in reviewing this application.
The uninhabitable eyesore that we tore down was within 4½ feet of the Alley and has been for over 50 years. The Alley is not a street and is only used by a handful of people. Building in the same proximity to the Alley should not be an issue.

VI. EVIDENCE RELATING TO FLOOD HAZARD VARIATION REQUESTS

The following items must be completed only if the requested variation is from Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations.) If no such variation is being requested, the applicant should skip this section and complete Section VII below.

A. Items applicable only to variation requested from the requirements of Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would result in a structure not being protected to the elevation of the base flood.

1. Provide evidence that the structure is to be located on a lot contiguous to and surrounded by lots with existing structures constructed below the base flood level.

   "not applicable"

2. Provide evidence that the applicant has acknowledged that (a) such construction below the base flood level will increase the risk to life and property and that the applicant proceeds with knowledge of these risks; and (b) any variation is contingent upon the applicant obtaining approval from other agencies having jurisdiction when the variance violates the requirements of such agencies.

   "not applicable"

B. Items applicable only to variations requested from the requirements in Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would significantly impede or increase the flow and passage of floodwaters.

1. Provide evidence that the use will not result in an increased flood height greater than 0.1 feet within the designated regulatory floodway.

   "not applicable"

2. Provide evidence that the resulting increase in the base flood elevations will not affect any existing structures or utilities.

   "not applicable"

3. Provide evidence that the owners of the properties affected by the increased base flood elevation are compensated for the resulting effect on property values, and they give their written agreement to granting the variation.

   "not applicable"

4. Provide evidence that the resulting increased flood elevations will not affect any flood protection structures.

   "not applicable"

VII. 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 Zoning Variation Request Package and applicable provisions of the Glen Ellyn Zoning Code.

I (We) consent to accept and pay the cost to publish a notice of Public Hearing as submitted on an invoice from the publishing newspaper. I (we) understand that our request will not be scheduled for a Village Board agenda until and unless this invoice is paid.

Raymond Sikorsk

Signature of Applicant(s)

04-17-2012

Date filed

U 1014330128 ATG

PREPARED BY:
Terry P. Eland
181 S. Bloomingdale Road, #202
Bloomingdale, IL 60108

MAIL TAX BILL TO:
Raymond Sikorski
621 Duane
Glen Ellyn, IL 60137

MAIL RECORDED DEED TO:
Raymond Sikorski
621 Duane
Glen Ellyn, IL 60137
returned

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUL.10,2007 RHSP 10:39 AM
DEED 05-11-418-011
003 PAGES R2007-127223

~~TENANCY BY THE ENTIRETY~~ WARRANTY DEED
Statutory (Illinois)

THE GRANTOR(S), Gerald Strickland and Wendy Strickland, husband and wife, of the City of Glen Ellyn, State of Illinois, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to Raymond Sikorski and Regina Sikorski, of 621 Duane, Glen Ellyn, Illinois, not as Tenants in Common ~~nor~~ but as Joint Tenants ~~but as Tenants by the Entirety~~, all right, title, and interest in the following described real estate situated in the County of DU PAGE, State of Illinois, to wit:

Permanent Index Number(s): 05-11-418-011
Property Address: 621 Duane, Glen Ellyn, IL 60137

Subject, however, to the general taxes for the year of 2006 and thereafter, and all instruments, covenants, restrictions, conditions, applicable zoning laws, ordinances, and regulations of record.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

TO HAVE AND TO HOLD said premises ~~not~~ as **JOINT TENANTS**, ~~or~~ NOT AS **TENANTS IN COMMON**, ~~but as TENANTS BY THE ENTIRETY~~ forever.

Dated this 25th Day of June ~~20~~2007

Gerald Strickland
Gerald Strickland

Wendy Strickland
Wendy Strickland

STATE OF Illinois)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gerald Strickland and Wendy Strickland, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE & COUNTY TAX
STATE OF ILLINOIS
JUL. 10. 07
DUPAGE COUNTY

Given under my hand and notarial seal, this 25th Day of June 20 07

Kimberly Brozenec
Notary Public
My commission expires: 03-10-11

Exempt under the provisions of paragraph _____

OFFICIAL SEAL
KIMBERLY BROZENEC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/10/11

ATTORNEYS' TITLE GUARANTY FUND, INC.

LEGAL DESCRIPTION

Legal Description:

Lot 3 (except the Westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying East of the East line of Glen Ellyn Avenue and all of Block 5 of Phillips' Fourth Addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Permanent Index Number:

Property ID: 05-11-418-011

Property Address:

621 Duane St.
Glen Ellyn, IL 60137

REIMBURSEMENT OF FEES AGREEMENT

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

I. DESCRIPTION OF PROJECT: Variation Request

II. OWNER:
- A. Owner of Property: Ray Sikoski
- B. Owner's Address: P.O. Box 67 Wayne IL. 60184
- C. Owner's Home Phone Number: 630 443-8809 Fax: 630 443-8809
- D. Owner's Work Phone Number: 630 656-8298
- E. Owner's E-mail: raytinner1@sbcglobal.net
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.

III. PERSON MAKING REQUEST (Petitioner):
- A. Name of Petitioner: _____
- B. Petitioner's Address: _____
- C. Petitioner's Home Phone Number: _____
- D. Petitioner's Work Number: _____
- E. Petitioner's E-mail: _____

IV. LOCATION OF PROPERTY:
- A. General Location of Property: 621 Duane Street Glen Ellyn IL. 60137
- B. Acreage of Parcel: 8479 Sq. Ft.
- C. Permanent Index Number(s): 05-11-418-011
- D. Legal Description (Please attach)

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

LOT 3 (except the westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying East of the East line of Glen Ellyn Avenue and all of Block 5 of Phillips Fourth Addition to Glen Ellyn, in section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in Dupage County, Illinois

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.

Raymond L. Kowalski
Petitioner

Raymond L. Kowalski
Owner

Date: 04-11-2012

Village of Glen Ellyn

By:_____
Planning and Development Director

Date: _____

X:\Plandev\PLANNING\FORMS\ReimOfFeesAgrmt 020410 lg.doc

Exhibit #1

May 10, 2007

Ms. Wendy Strickland
621 Duane Street
Glen Ellyn, Il 60137

Notice of Violation: 621 Duane Street, Glen Ellyn, IL 60137

Dale
5/

Dear Ms. Strickland:

Per your consent Staff from the Village of Glen Ellyn inspected your property on May 3, 2007. This letter serves to provide you with notice that the property at 621 Duane Street is currently in an unsafe, unsanitary and uninhabitable condition, which must be corrected within 7 days from the date of this letter. The following items are in need of attention:

1. Removal of standing waste water and other sewage waste in the basement
2. Removal of all wall surfaces in the basement
3. *Removal of all interior framing in the basement*
4. Removal of all surfaces in the first floor bath
5. Removal of all content in the basement
6. Cleaning and sanitizing of all flooring and exposed wall cavities
7. Testing for mold and remediation to make the home habitable

Please be advised that this is a violation of Section(s) 7-2-2, 7-2-3(D), 7-2-3(I), 7-2-3(N), 7-9-22 and 7-9-23 of the Village Code. We are asking for your assistance in resolving this issue by May 17, 2007. We will re-inspect your property on or about that date. If the issue has not been corrected by the re-inspection date, we will have no choice but to proceed with appropriate enforcement action.

With your consent, a disaster restoration service company (Service Master) completed an assessment of necessary clean up. Given the severity of the damage and numerous unknown factors, Service Master was only able to provide a not to exceed fee in the amount of $40 000. This is not a recommendation and for information purposes only, but if you would like to consult with this company or obtain more details they can be reached at 1-800-954-9444.

As a reminder, the premises shall remain unoccupied, as agreed in the consent form signed May, 1, 2007, until the Village of Glen Ellyn has been able to make an inspection of the premises and finds that the structure is fit for human habitation. If you would like to discuss this matter or have any questions regarding the above, please feel free to contact me at 630-547-5244.

Sincerely,

Dale Wilson, A.I.A.
Building and Zoning Officia

C: Robin Weaver, Village Manager
Steve Hulseberg, Director Planning and Development
Phil Norton, Police Chief
Curt Barrett, Assistant Village Manager
Stewart Diamond, Village Attorney
Joe Carnacci, Public Works Director
File

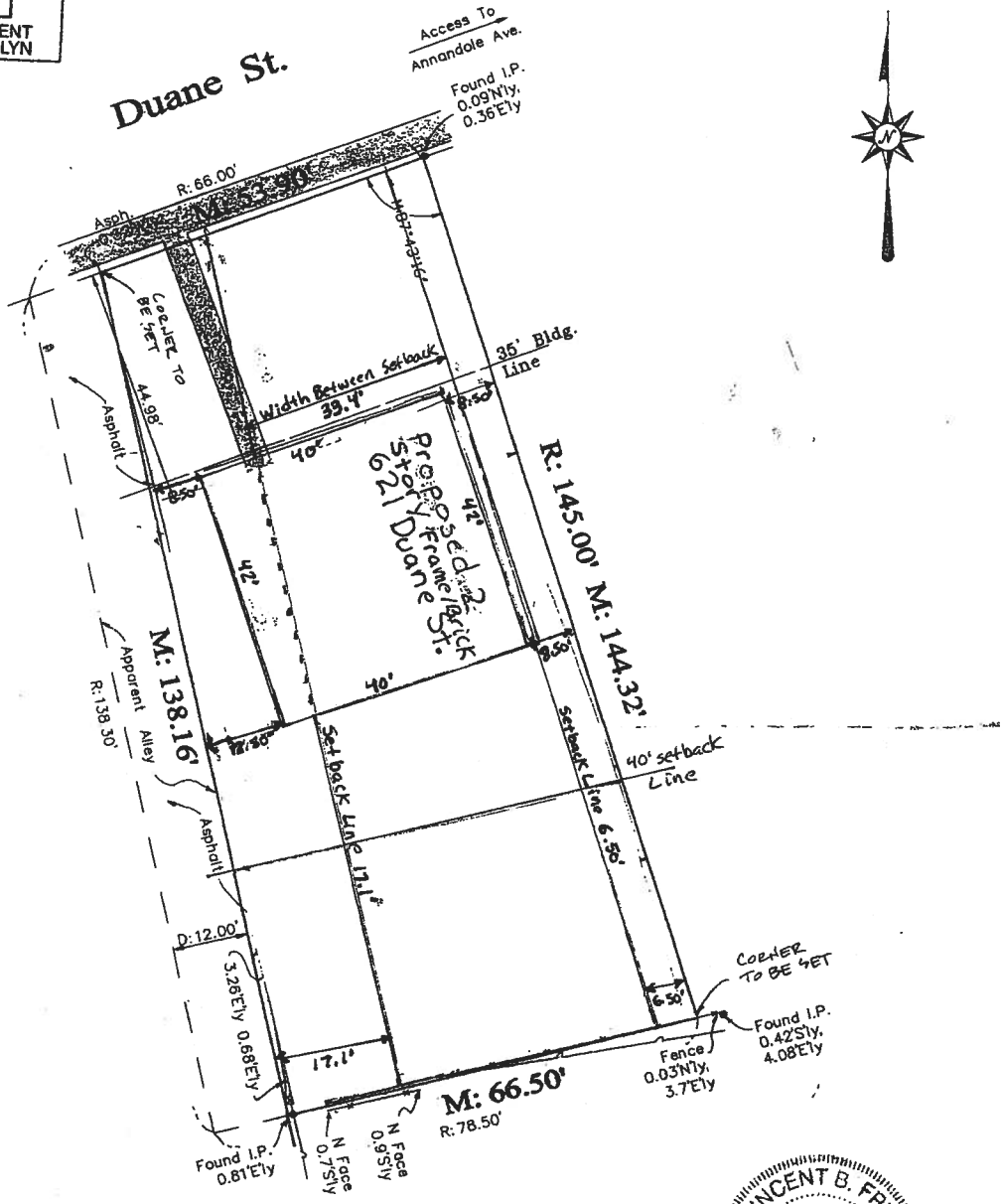
Attachments: Village of Glen Ellyn Village Code (6 sections)

X:\Planders\BUILDING\VIOLATIONS DUANE\621 CLEANUP 7 day Notice 051007.doc

PLAT OF SURVEY #1

Of Lot 3 (except the Westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying East of the East line of Glen Ellyn Avenue and all of Block 5 of Phillips Fourth Addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

RECEIVED
APR 11 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN



Property Area: 8479.0 Sq. Ft.

VINCENT B. FRYE
3272
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ROSELLE, ILLINOIS

CLIENT: ATTY. ELAND

JN 170771

DATE OF SURVEY JUNE 20, 2007

STATE OF ILLINOIS

COUNTY OF DU PAGE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION ACCORDING TO THE OFFICIAL RECORD AND THAT THE ABOVE PLAT CORRECTLY REPRESENTS SAID SURVEY ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Vincent B. Frye

MY LICENSE EXPIRES 11-30-2008

COMPARE THE DESCRIPTION OF THIS PLAT WITH DEED. REFER TO TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN ABOVE. UNLESS OTHERWISE NOTED, UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION NO. 4183

LEGEND

R - RECORD DISTANCE	CH - CHORD
M - MEASURED DISTANCE	• FOUND IRON
D - DEED	∘ SET IRON

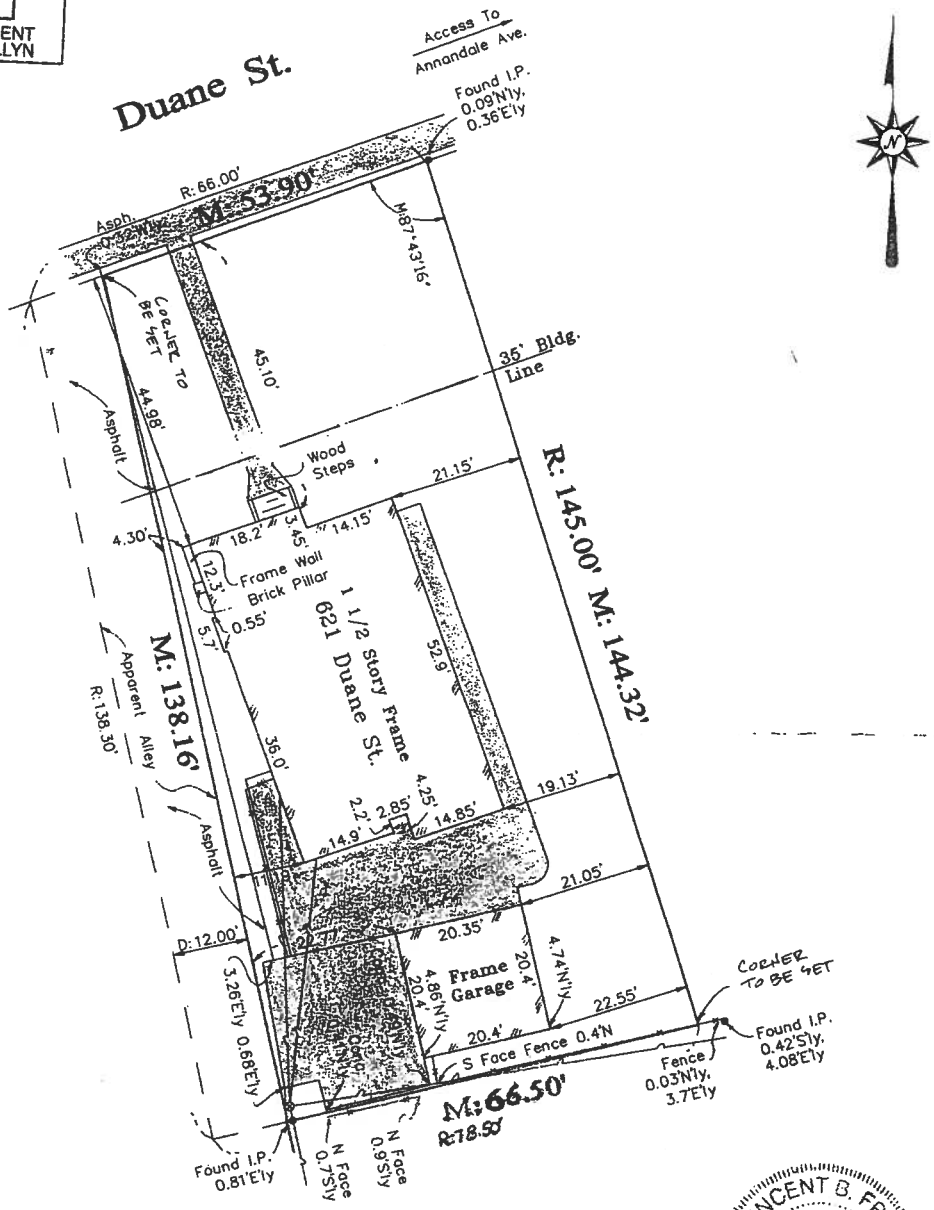
FENCE LINE —×—×—
UTILITY POLE W/ OVHD. WIRES
LIMITS OF BUILDING
CONCRETE SHOWN SHADED
SCALE 1" = 20 FEET

SCHLAF - SEDIG
& ASSOCIATES, INC.
1030 SUMMERFIELD DRIVE
ROSELLE, ILLINOIS 60172
(630) 924-7100

PLAT OF SURVEY #2

Of Lot 3 (except the Westerly 12 feet thereof) in Block 1 in Glen Ellyn Park Addition, a Subdivision of that part of Block 4 lying East of the East line of Glen Ellyn Avenue and all of Block 5 of Phillips Fourth Addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

RECEIVED
APR 11 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN



Property Area: 8479.0 Sq. Ft.

VINCENT B. FRYE
PROFESSIONAL
ROSELLE, ILLINOIS

CLIENT: ATTY. ELAND

JN 170771

DATE OF SURVEY JUNE 20, 2007

STATE OF ILLINOIS

COUNTY OF DU PAGE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, ACCORDING TO THE OFFICIAL RECORD AND THAT THE ABOVE PLAT CORRECTLY REPRESENTS SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Vincent B. Frye

MY LICENSE EXPIRES 11-30-2008

COMPARE THE DESCRIPTION OF THIS PLAT WITH DEED. REFER TO TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN ABOVE. UNLESS OTHERWISE NOTED, UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION NO. 4183

LEGEND

R - RECORD DISTANCE	CH - CHORD
M - MEASURED DISTANCE	• FOUND IRON
D - DEED	∘ SET IRON

FENCE LINE —×—×—
UTILITY POLE W/ OVHD. WIRES ⊗——
LIMITS OF BUILDING ///——///
CONCRETE SHOWN SHADED
SCALE 1" = 20 FEET

SCHLAF - SEDIG
& ASSOCIATES, INC.
1030 SUMMERFIELD DRIVE
ROSELLE, ILLINOIS 60172
(630) 924-7100

A-6G

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Director Planning & Development
Joe Kvapil, Building and Zoning Official

DATE: June 18, 2012

RE: June 25, 2012 Village Board Meeting
Zoning Variation – 703 Hillside Avenue

Background

The property owners, Christopher and Jennifer Dietzler, are requesting approval of a variation from Glen Ellyn Zoning Code Section 10-4-8(D)3 to allow the construction of a two-car attached garage addition to the principal structure with a setback of 6.3 feet from the side lot line in lieu of the minimum required setback of 10 feet from the side lot line. The existing two-car detached garage in approximately the same location will be demolished. The subject property is an interior lot located on the south side of Hillside Avenue in the R2 Residential District. Notice of the public hearing was published in the Daily Herald on May 23, 2012. The Zoning Board of Appeals conducted a public hearing on the requested variation on Tuesday, June 12, 2012. At the meeting, no persons spoke in favor of or in opposition to the variation request.

Issues

The Zoning Board of Appeals was in favor of the variation because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations to this property. Specifically, the position of the existing home on the lot does not allow sufficient area to construct the minimum size attached garage without a variation. The proposed attached garage will not be closer to the side lot line than the existing detached garage, and the proposed location would have the least negative impact on existing grades, storm water runoff, and existing mature trees.

Recommendation

The Zoning Board of Appeals voted on a motion to recommend approval of the variation request with a unanimous vote of four (4) "yes" and zero (0) "no" votes. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variation.

Action Requested

It is requested that the Village Board consider the petitioners' request, the recommendation offered by the Zoning Board of Appeals, and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the variation request.

Attachments

- Minutes of ZBA meeting dated June 12, 2012
- Photo of the Subject Property
- Location Map
- Ordinance
- Notice of Public Hearing
- List of Addresses
- Petitioners' Application packet

X:\Plandev\BUILDING\ZBA\MEMOS\HILLSIDE703-SIDE.doc

DRAFT
ZONING BOARD OF APPEALS
MINUTES
JUNE 12, 2012

The meeting was called to order by Acting Chairman Barbara Fried at 7:30 p.m. Board Members Gregory Constantino, Gary Fasules and Mary Loch were present. Board Members Edward Kolar, Dale Siligmueller, Piotr Szczesniewski and Chairman Rick Garrity were excused. Also present were Trustee Liaison Peter Ladesic, Building and Zoning Official Joe Kvapil and Recording Secretary Barbara Utterback.

Acting Chairman Fried described the proceedings of the Zoning Board of Appeals.

ZBA Member Constantino moved, seconded by ZBA Member Loch, to approve the minutes of the May 8, 2012 ZBA meeting.

Two public hearings were on the agenda for properties at 703 Hillside Avenue and 621 Duane Street.

PUBLIC HEARING – 703 HILLSIDE AVENUE
A REQUEST FOR APPROVAL OF A VARIATION FROM THE GLEN ELLYN ZONING CODE, SECTION 10-4-8(D)3, TO ALLOW THE CONSTRUCTION OF A TWO-CAR ATTACHED GARAGE ADDITION THAT IS SET BACK 6 FEET 4 INCHES FROM THE SIDE YARD LOT LINE IN LIEU OF THE MINIMUM REQUIRED SIDE YARD SETBACK OF 10 FEET 0 INCHES FOR AN ADDITION TO THE PRINCIPAL STRUCTURE.
(Christopher and Jennifer Dietzler, owners)

Staff Report

Building and Zoning Official Joe Kvapil displayed a photograph of the subject property at 703 Hillside Avenue owned by Christopher and Jennifer Dietzler. He stated that the homeowners are requesting approval to construct a two-car attached garage addition in place of the existing detached garage. Mr. Kvapil displayed a map of the subject property which is an interior lot located on the south side of Hill Avenue. He stated that the subject property is surrounded on all sides by single-family residential uses. Mr. Kvapil also stated that the lot complies with all zoning requirements for width, depth and area. Village records indicate a significant amount of permits issued for various types of work on the property beginning in 1929. Mr. Kvapil stated that no zoning variations have been issued for this property.

Mr. Kvapil displayed and described a site plan of the subject property. He stated that the owners purchased the property in 2011. They are proposing to remove the existing two-car detached garage and construct a new two-car attached garage in approximately the same location on the property. He stated that the existing garage is 541 square feet and is set back at the closest point 6 feet 4 inches from the side yard lot line. Mr. Kvapil added

that the existing garage is nonconforming because the zoning code requires a detached garage to be set back a minimum of 10 feet 0 inches from the side yard lot line when it is within 10 feet of the house. Mr. Kvapil also displayed a diagram indicating the locations of the existing and proposed garages. He added that the proposed garage is in approximately the same location as the existing garage, however, it extends approximately 6 feet further to the south in the rear yard. The proposed garage also extends toward the house as it is attached to the house and space is needed for the required stairway. Mr. Kvapil stated that the attached garage will be 850 square feet in size and will be set back 6 feet 4 inches from the side yard lot line. He stated that the side yard lot line setback is nonconforming because it does not meet the minimum required 10 foot 0 inch setback for an addition to a principal structure.

Petitioners' Presentation

Chris Dietzler and Jennifer Dietzler, 703 Hillside Avenue, Glen Ellyn, Illinois and Craig Pryde, Architect, 444 N. Main Street, Glen Ellyn, Illinois were present to speak on behalf of the subject request.

Mr. Pryde stated that the petitioners have lived in their neighborhood for a period of time and moved into the subject home last year. He displayed four (4) photographs that he stated addressed the uniqueness and hardships regarding the subject property. Mr. Pryde stated that the existing garage needs work and is disconnected from the home. He stated that the two goals that the homeowners would like to achieve are to increase the maneuverability and the parking space within the 2-car garage and provide access to the existing home if possible. Mr. Pryde stated that in order to achieve access, a one-half flight stairwell would need to be added to enter the lower level of the home. He added that to go up to the first floor at that location, an existing sunroom at the northwest corner of the home would be damaged resulting in reduced effectiveness.

Mr. Pryde indicated that significant obstacles exist on the site even though the property is large. Those obstacles include a very nicely landscaped rear yard, several significant grade elevation changes, including a 10-foot drop behind the existing garage and a 2-foot grade change approximately 40-50 feet back behind the garden area, a trellis and mature landscaping located along the west property line which is the only useable location for an extended driveway, and a garage that could be located in a standard zoning application for a detached garage behind the front elevation of the home and further than 10 feet away from the principal structure to be classified as a detached garage. Mr. Pryde stated that the existing garage has an overhead garage door to the rear for access to the rear of the property, and the proposed design has a similar feature. He also stated that the lot has some significant mature trees that will be worked around and that two very large oak trees prevent the garage from being moved forward on the lot. He stated that the petitioners' goals are being accomplished by adding approximately 6 feet to the length of the proposed garage and by using the same wall location on the western façade of the proposed structure with essentially the same distance off of the street. Mr. Pryde showed a photograph of an existing 7-foot space that is currently between the existing structure and an enclosed den that is the proposed stairway. He also showed an illustration of the

existing garage and the proposed addition and stated that the usability of the proposed garage would increase by approximately 2 feet which would assist in entering and exiting vehicles. He also stated that the added length will provide storage, and the 4-foot 2-inch dimension will be the space used to build the stairway to the lower level.

Mr. Pryde stated that the owners may also expand the second floor living space over the new garage in the near future.

Mr. Dietzler stated that he spoke to some neighbors who had no objection to the subject variation request.

Responses to Questions from the ZBA

Mr. Kvapil responded to ZBA Member Loch that if the petitioners wanted to construct an addition instead of a garage onto their home, the side yard setback would be 10 percent of the width of the 100-foot wide lot which would be 10 feet. In response to ZBA Member Constantino, Mr. Pryde stated that he does not foresee any adverse effects or drainage problems that will impact the neighbors due to the new flat garage roof. Mr. Pryde responded to Acting Chairman Fried that the new garage will be no further west than the existing garage. Mr. Kvapil responded to ZBA Member Fried that if this variation is granted, a second-story structure will be allowed to be constructed over the existing exterior walls of the attached garage up to the 10-foot setback line. Mr. Kvapil responded to Trustee Ladesic that there is an exception in the code that allows second floor additions to be constructed over the first floor provided they are set back a minimum of 4-1/2 feet.

Persons in Favor of or in Opposition to the Petition

No persons spoke in favor of or in opposition to the petition.

Comments from the ZBA

All of the ZBA Members were in favor of the subject variation request. ZBA Member Loch stated that she likes the design of the second story because it ties in the garage, the sunroom and the house. ZBA Member Constantino felt that there is a unique nature to the home and that it would not be practical to locate a detached garage to the rear of the lot because of the existing trees and elevations. He added that there are no drainage issues related to this project and the neighbors have no objections to the variation request.

Motion

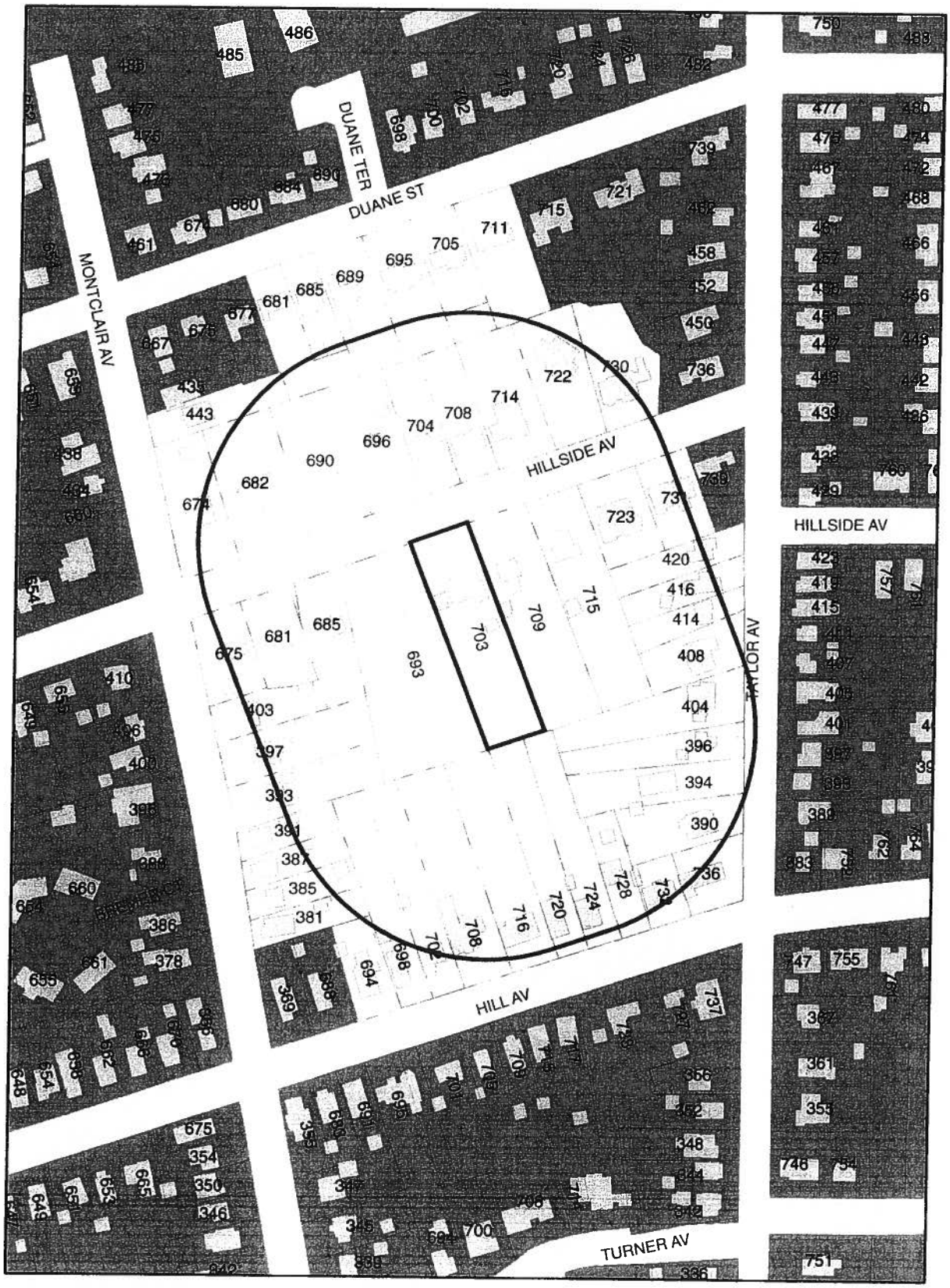
ZBA Member Loch moved, seconded by Board Member Fasules, to recommend that the Village Board approve a variation from Section 10-4-8(D)3 of the Glen Ellyn Zoning Code to allow the construction of a two-car attached garage addition to the principal structure that will be located 6 feet 4 inches from the side yard lot line in lieu of the minimum required side yard setback of 10 feet. The recommendation for approval was

based on the facts that it would not be practical to locate a detached garage to the rear of the lot because of the existing trees and elevations.

The motion carried with four (4) "yes" votes as follows: ZBA Members Loch, Fasules, Constantino Acting Chairman Fried voted yes.

703 HILLSIDE AVENUE

703 Hillside Avenue



Prepared By: Planning and Development
Date: May 22, 2012

0 175 350 700 Feet

N

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving a Variation from the Side Yard Setback Requirements of the Zoning Code to Allow an Attached Garage Addition for Property at 703 Hillside Avenue Glen Ellyn, IL 60137

Adopted by the
President and 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 a Variation from the Side Yard Setback Requirements of the Zoning Code to Allow an Attached Garage Addition for Property at 703 Hillside Avenue Glen Ellyn, IL 60137

Whereas, Christopher and Jennifer Dietzler, owners of the property at 703 Hillside Avenue, Glen Ellyn, Illinois, which is legally described as follows:

> Part of the westerly 100 feet of Block 23 in E. W. Zander and Company's Addition to Glen Ellyn in Sections 11 and 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded as Document 82550 in DuPage County, Illinois.
>
> P.I.N.: 05-11-424-012

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)3, to allow the construction of a two-car attached garage addition with a side yard setback of 6.3 feet in lieu of the minimum required side yard setback of 10.0 feet; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on June 12, 2012, at which the petitioners presented

evidence, testimony, and exhibits in support of the variation request and no persons appeared in favor of the variation and no persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on June 12, 2012, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the Variation, which carried by a unanimous vote of 4 (four) "yes" and zero (0) "no," resulting in a recommendation for approval as set forth in its draft Minutes dated June 12, 2012, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the exhibits and evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

Whereas, the President and Board of Trustees make the following findings of fact:

A. That the plight of the owner is due to unique circumstances since the position of the existing home on the lot does not allow sufficient area to construct the minimum size attached garage to replace the existing detached garage without a variation;

B. That the variation, if granted, will not alter the essential character of the locality since the area of the attached garage is only 290 square feet more than the existing detached garage and will not be closer to the side lot line than the existing detached garage;

C. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring practical difficulty or particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out since a garage addition in a conforming location on the lot would have a significant impact on existing grades, storm water runoff and mature trees;

D. That the conditions upon which the variation is based would not be applicable generally to other property within the same zoning district since the configuration of the existing house and garage, the building setbacks and the topographic conditions are unique to this property;

E. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the applicants intend to make these improvements for their own benefit and use with no intention to sell the property in the near future;

F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since the existing physical conditions that cause the need for this variation existed when they purchased the property in September, 2011;

G. That the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located since the proposed attached garage addition is in compliance with the permitted and typical uses within this residential district;

H. That the variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village since the construction will be completed in accordance with all other zoning regulations and building codes;

I. That the variation will not diminish or impair property values within the neighborhood since it is an improvement on the property and makes a significant contribution to the character of the neighborhood;

J. That the variation will not result in an increase in public expenditures or create a nuisance since the improvement is a permitted single-family residential use in a residential zoning district;

K. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure since the proposed area and height of the attached garage addition including a stairway entrance into the home has been designed to a practical minimum; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variation presented to the Zoning Board of Appeals.

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

Section One: The draft Minutes of the June 12, 2012 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)3, to allow the construction of a two-car attached garage addition with a side yard setback of 6.3 feet in lieu of the minimum required side yard setback of 10.0 feet at 703 Hillside Avenue, Glen Ellyn, Illinois, which is legally described as follows:

> Part of the westerly 100 feet of Block 23 in E. W. Zander and Company's Addition to Glen Ellyn in Sections 11 and 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded as Document 82550 in DuPage County, Illinois.
>
> P.I.N.: 05-11-424-012

Section Three: This grant of variation to construct a two-car attached garage addition is conditioned upon the construction being completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on

April 25, 2012 and the testimony and exhibits provided at the June 12, 2012 Zoning Board of Appeals public hearing.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variation granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variation shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said twenty-four (24) month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the variation to be recorded with the DuPage County Recorder of Deeds.

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

Section Seven: Failure of the owner 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 said Ordinance, shall subject the owner 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 _____, 2012.

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\BUILDING\ZBA\ORDINANCE\HILLSIDE703-SIDE.doc

NOTICE OF PUBLIC HEARING

Christopher and Jennifer Dietzler, owners of the property at 703 Hillside Avenue, are requesting a public hearing for a variation in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code. The owners would like to modify the existing home by constructing a two-car attached garage addition that will be located 6'-4" from the side yard lot line. The Zoning Code does not allow an addition to the principal structure to be located closer than 10'-0" from the side yard lot line on this property. The Glen Ellyn Zoning Board of Appeals will conduct a public hearing to consider this Variation on **June 12, 2012** at 7:30 p.m. on the third floor in the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Anyone is welcome to attend.

The property owners are requesting approval of a variation from the Glen Ellyn Zoning Code as follows:

1. Section 10-4-8(D)3 to allow the construction of a two-car attached garage addition that is set back 6'-4" from the side yard lot line in lieu of the minimum required side yard setback of 10'-0" for an addition to the principal structure.
2. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property is zoned R2, Residential District, and is legally described as follows:

Part of the westerly 100 feet of Block 23 in E. W. Zander and Company's Addition to Glen Ellyn in Sections 11 and 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded as Document 82550 in DuPage County, Illinois.

P.I.N.: 05-11-424-012

Plans related to the proposed project are available for public review in the Planning and Development Department, Civic Center, 535 Duane Street, Glen Ellyn, Illinois. If you have questions, please contact Joe Kvapil, Building & Zoning Official, at (630) 547-5244. For individuals with disabilities who have questions regarding the accessibility of the meeting or facilities, contact Harold Kolze, ADA Coordinator, at (630) 547-5209.

(Published in the Daily Herald on Wednesday, May 23, 2012)

X:\Plandev\BUILDING\ZBA\PUBLIC NOTICE\703HILLSIDE-SIDE.doc

APPLICABLE

NOTE: Unless the applicant is a natural person (i.e., a human being - not a corporation, partnership, land trust or other entity) who owns the entire fee title ownership interest in the property in question (i.e. the applicant is not the agent or attorney of, or otherwise acting in a representative capacity for, the true owner of the property; there are no other joint owners of the property; and the property is not subject to a contract or other arrangement for sale), the applicant must review and comply with Section 10-10-10(B) of the Zoning Code. Disclosure of Interest forms are available from the Village Department of Planning and Development and must, together with any other required documents be submitted with this application.

Name and address of the legal owner of the property (if other than the applicant):

Name	Address
Same as applicant	

Name and address of the person or entity for whom the applicant is acting (if the applicant is acting in a representative capacity):

Name	Address

Is the property in question subject to a contract or other arrangement for sale with the fee owner? (Circle "Yes" or "No")

YES **NO**

If YES, the contract purchaser must provide a copy of the contract to the Village and must either be a co-petitioner to this application or provide a letter of authorization to represent the owner.

Is the property in question the subject of a land trust agreement? (Circle "Yes" or "No")

YES **NO**

If YES, (1) either the trustee must be a co-petitioner to this application or the applicant must provide a letter of authorization from the trustee to represent the holders of the beneficial interests in the trust and (2) the applicant must provide a trust disclosure in compliance with "An Act to Require Disclosure of All Beneficial Interests", Chapter 148, Section 71 et seq., Illinois Revised Statues, signed by the trustee.

III PROPERTY INFORMATION

Common address: 703 Hillside Ave

Permanent tax index number:

Legal Description:

See attached plat of survey

Zoning classification:

Lot size: 100 ft. x 369 ft. Area: 36,900 +/- sq. ft. (trapezoid shape)

Present use:

Single Family residence/ owner occupied.

IV INFORMATION REGARDING THE VARIATION(S) REQUESTED

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s):

1. 10-4-8:(D)3 - Variation of the side yard setback (west) to a distance of 6'-4" from the required 10'-0".

Estimated date to begin construction: summer 2012

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):

Name	Address
Craig R. Pryde – PPK Architects	444 N. Main Street Glen Ellyn, IL 6013

V EVIDENCE RELATING TO ZONING CODE STANDARDS FOR A VARIATION

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

A. Standards Applicable to All Variations Requested

1. Provide evidence that due to the characteristics of the property in question there are practical difficulties or particular hardship for the applicant / owner in carrying out the strict letter of the Zoning Code.

The owners have recently purchased this residence and are planning a new 2 car garage structure. The existing structure is in need of repair and is of sub-standard size for current car dimensions. Also the location of the proposed garage with respect to existing mature trees and a sever change in grade elevation from front yard to rear yard provides a limited area for the proposed structure.

The owners also have 2 young children and desire a second exit from the basement play area of the home.

In replacing the existing structure the Owner desires to provide for an attached garage structure with access to the residence from the garage directly. This is a common feature of several homes in the surrounding area that is not allowable on this property without the requested variation.

The existing residence first floor is raised above grade approximately 42" and access from the proposed garage structure to the residence will require the use of a stairway. The current building code requires a minimum stairway width of 3'-0". Practical garage design should allow for a minimum garage door width of 8'-0" per car and at least 2'-0" of space between doors and on each side of garage overhead doors. With the exterior wall width required to match the existing construction, a minimum garage width of 26'-8" would be required. The proposed design width is 26'-10" to allow for a stairway railing without reducing the width adjacent to the vehicle inside the garage. The proposed design also has increased the garage door width to increase allowance of vehicular movement. Location of the garage doors is also influenced by the two mature trees on the north side of the garage.

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

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

> The minimum code requirements for a stairway, practical dimensions required for a 2 car parking garage and the elevation change from the garage to the extensive garden, landscape and accessory structures and their existing locations within the property have created a unique set of circumstances, hardships and practical difficulties in completing such a project without variation.
>
> The existing property has some unique existing conditions that restrict the owners options of locating a new garage structure. The residence has an extensively landscaped rear yard with permanent landscape walls and structures. This landscape area is lower than the existing garage area by approximately 2 ft and has a brick wall to allow for this grade change. This restricts the owner from relocating the proposed garage into the rear yard without substantial costs to remove or re-build this landscaped area.

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

> The proposed variation request will allow for the construction of a new attached 2 car garage and future second floor addition and shall retain the existing setback from the west property line. No additional impact to the surrounding properties will be created.

2. For the purpose of supplementing the above standards, the Zoning Board, in making its recommendation that there are practical difficulties or particular hardships, shall 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 <u>hardship</u> upon the applicant / owner as distinguished from a mere inconvenience, if the strict letter of the Zoning Code were to be carried out.

> The existing property has extensive landscaping elements that make this residence unique in the Glen Ellyn community. The rear yard has a "sunken" formal garden area with retaining wall, trellis structure and

fountain. The property also has an in ground swimming pool and 2 accessory structures located in the rear of the property. The expense and removal of any of these elements would cause a severe hardship to the owners and they would incur diminished property values should such feature be removed in order to construct a garage structure in strict compliance with the zoning code. Modifying any of the existing landscape and accessory structures in order to construct a new garage structure would pose a severe financial impact to the owner and an overall diminished value of the property.

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.

The unique landscaping elements of this property separate this property from other properties in the R2 district of similar size and area. The property has several mature trees that would have to be removed in order to provide a detached structure in the rear of the home and the removal or severe re-construction of the existing landscape elements in order to comply with the strict requirements of the zoning code.

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.

The owner currently has two small children ages 2 and 1. The proposed garage construction is to allow for direct access to the residence. The proposed construction is not based on a desire to profit but to improve the living conditions and functionality of the home for the resident.

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 existing landscape features and landscaping were present when the owner's purchased the property and these hardships have not been created by the owner. The cost to remove or substantially alter these elements would create a sever burden to the Owner.

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 proposed garage/ second floor addition shall not be a detriment to the Village or the surrounding residents as it is proposed to be similar to the existing side yard setback. The existing mature trees and landscaping shall not be substantially impacted by the proposed construction. No increased liability to the Village or its residents should be incurred by this proposed variation.

6. Provide evidence that the proposed variation will not:

(1) Impair an adequate supply of light and air to adjacent property:

The proposed variation and construction shall not impair the existing supply of quantity of light and ventilation to the surrounding / adjacent residents or its property. The proposed height and bulk will not impair light or ventilation to the adjacent property.

(2) Substantially increase the hazard from fire or other dangers to the property in question or adjacent property;

The proposed design shall be constructed with approved building materials as required by the current building code and shall not create an increased fire hazard or other dangers to the existing property and the adjacent properties.

(3) Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village;

The proposed variation request, design and construction are consistent with the current health, safety, comfort, morals or general welfare of the Village residents.

(4) Diminish or impair property values within the neighborhood;

The proposed variation request should allow for the increase valuation of this property and therefore have a positive impact on the surrounding property vaules.

(5) Unduly increase traffic congestion in the public streets and highways;

The proposed variation request does not increase the traffic congestion in the immediate or surrounding areas as it is a residential property with a limited number of vehicles.

(6) Create a nuisance; or

The proposed variation request and use will not be inconsistent with the surrounding uses or properties and by its nature will not create a nuisance to adjacent residents.

(7) Result in an increase in public expenditures.

The proposed variation request is not anticipated to create any increase in public expenditures.

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

> The proposed variation request is based on practical size requirements for a two car garage and the minimum required widths of a stairway and exterior wall construction. The proposed use and location is also a reasonable use of the available land area within the property to achieve the required program.

8. Please add any other comments which may assist the Zoning Board of Appeals in reviewing this application.

> The proposed variation request would allow for the construction of a commonly accepted 2 car attached garage and future second floor addition without impacting a mature landscape and accessory element found within the existing property.
>
> The proposed design and materials will blend with the existing architecture and features of the existing residence and further enhance the character of the this particular neighborhood.
>
> The proposed width, height and bulk will be consistent with the surrounding properties in this neighborhood and provide increased value to the owners and surrounding properties.

VI EVIDENCE RELATING TO FLOOD HAZARD VARIATION REQUESTS

The following items must be completed only if the requested variation is from Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations). If no such variation is being requested, the applicant should skip this section and complete Section VII below.

1. Items applicable only to variations requested from the requirements of Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted would result in a structure not being protected to the elevation of the base flood.

    1. Provide evidence that the structure is to be located on a lot contiguous to and surrounded by lots with existing structures constructed below the base flood level.

Not applicable

2. Provide evidence that the applicant has acknowledged that (a) such construction below the base flood level will increase the risks to life and property and that the applicant proceeds with knowledge of these risks; and (b) any variation is contingent upon the applicant obtaining approval from other agencies having jurisdiction when the variance violates the requirements of such agencies.

Not applicable

2. Items applicable only to variations requested from the requirements of Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would significantly impede or increase the flow and passage of floodgates.

1. Provide evidence that the use will not result in an increased flood height greater that 0.1 feet within the designated regulatory floodway.

Not applicable

2. Provide evidence that the resulting increase in the base flood elevation will not affect any existing structures or utilities.

Not applicable

3. Provide evidence that the owners of the properties affected by the increased base flood elevation are compensated for the resulting effect on property values, and they give their written agreement to granting the variation.

Not applicable

4. Provide evidence that the resulting increased flood elevations will not affect any flood protection structures.

Not applicable

VII CERTIFICATIONS, CONSENT AND SIGNATURES

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 entry into or upon the premises described in this application by any authorized official of the Village of Glen Ellyn.

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

_____

_____
Signature(s) of Applicant(s)

_____
Date Filed

MATERIALS INCLUDED

ITEM			Code Reference
1.	Properly completed application.	10-10-10(A)1	_____
		10-10-12(A) 5	_____
2.	Fee Paid.	Ord. No. 1904-Z	_____
3.	Proof of Ownership.	10-10-10(B)	_____
4.	Current Plat of Survey + Floodplain Determination (in writing).	10-10-12(E) 10-6-3	_____
5.	Legal Description of property may be included in No.4.	10-10-12(A) 2	_____
6.	A description of the proposed use and/or variation on a dimensioned site plan or plat, with the outline of the building(s). The site plan or plat need not be prepared by an architect or engineer. (Elevations [drawings of exterior walls] are requested).	10-10-12(A) 4	_____
7.	Architectural drawings of floor plan.	Optional	_____
8.	Picture of existing house.	Optional	_____
9.	Petition signed by neighbors	Optional	_____

(All within 250 feet).

Village of Glen Ellyn
1&2 - Family Dwelling Building & Zoning Worksheet

1. **Property Address:** 703 HILLSIDE Zoning District: R2

   Describe the Project: GARAGE ADDITION/ FUTURE 2ND FLR

2. **Lot Coverage Ratio (LCR):** District Maximum R0, R1, R2, R3 = 20% for 2-story or 35% for 1-story structures. All roofed over areas of the principal and accessory structures on the zoning lot must be included unless the area of a detached garage or open front porch is excluded by exception in Zoning Code Chapter 4 District Regulations. Lot coverage area calculations:

   Existing 2544 sq ft + New 850 sq ft – Garage 0 sq ft – Porch 0 sq ft = Total 3394 sq ft

   Total lot coverage area 3394 sq ft ÷ lot area 36845 sq ft x 100 = 9.2 % LCR

3. **Front Yard Setback:** District Minimums: R0 = 50 ft. R1 = 40 ft. R2 = 30 ft

   Min. required front yard setback: no closer than the closest enclosed portion of the principal structure on either adjacent lot

   1. Address (Left Side) _____ Existing Setback: >50' ft

   2. Address (Right Side) _____ Existing Setback: >50' ft

   Required Front Yard Setback (lesser of number 1 or 2 above – 50 ft maximum) _____ ft

   Front Yard Setback (existing structure): 82'-4½" ft Proposed Front Yard Setback: 97'-5" ft

   Permitted Open Front Porch Setback (Required Front Yard setback from above x 0.75) = N/A ft

   Proposed Open Front Porch Setback: N/A ft

4. **Side Yard Setback:** District Minimums: R0=15% of lot width, R1=10% of lot width, R2=Greater of 6.5 ft or 10% of lot width

   Lot width 100'-0" ft x 0.1 for R1 and R2; or x .15 for R0 = 10'-0" ft

   Interior Side Yard Setback (existing structure): Left: 10'-8" ft Right: 6'-4" ft

   Proposed Interior Side Yard Setback: Left: 10'-8" ft Right: 6'-4" ft

5. **Corner Side Yard Setback:** District Minimums: R0 = 40 ft, R1 = 40 ft, R2 = 30 ft

   Corner Side Yard Setback (existing structure): N/A ft Proposed Corner Side Yard Setback: N/A ft

   Corner Side Yard Setback for lots less than 80 feet wide in the R2 District complete this section below:

   Lot width _____ x .30 = _____ ft Minimum allowable corner side yard setback

   Permitted Open Porch Setback (Required Corner Side Yard Setback from above) x 0.75 _____ ft

   Proposed Open Porch Setback: _____ ft

6. **Rear Yard Setback:** Minimums: R0 60 ft. R1 50 ft. R2 = 40 ft

   Rear Yard setback (existing structure): 236' _____ ft

   Proposed Rear Yard setback: 237' _____ ft

7. **Impervious Surface Setback:** Minimum based on lot width - 2% (<66'), 3% (66'-90'), 4% (90'-100'), 5% [illegible]

   Lot Width 100' x 4% Percentage Required = 4'-0" Reqd [illegible]

8. **Building Height:** The maximum eave and ridge heights and permitted height bonuses are specified in Zoning Code Section 10-4-8(F)1. Roof height is determined at the highest eave and at the highest ridge from average existing grade at four (4) corners where an imaginary line parallel to the front and rear yard setback lines and touching the proposed structure intersects the required side yard setback lines. Grade elevations at all four points shall be shown on Plat of Survey/Site Development Plan.

A. Front Left Point Grade Elevation: -1'-0" B. Front Right Point Grade Elevation: 0'-0"

C. Rear Left Point Grade Elevation: -2'-6" D. Rear Right Point Grade Elevation: -1'-0

Grade Elevation Total (A + B + C + D) = -4'-6" ÷ 4 = -1'-1½" Average existing grade

Max Ridge Height 37 ft + Porch Bonus or Setback Bonus 0 ft = Permitted Ridge Height 37 ft

Max Eave Height 27 ft + Setback Bonus 0 ft = Permitted Eave Height 27 ft

Proposed Heights Measured From Average Existing Grade:

Top of Foundation 1'-6" ft Highest Eave 22'-4" ft Highest Ridge 31'-9" ft

9. **Building Classification:**
Any change to an existing building is assigned a classification based on a new use or the proposed work. Village Code 4-1-10 (D) requires certain building improvements be completed for each classification.

A. Alteration: Any change to the exterior structure or part thereof (excluding exterior finishes) of a building.
Walls: the square footage of all outside wall surfaces from a point 8" above the adjacent grade to the soffit or eave.
Roof: the square footage of the horizontal plane(s) formed by the outside top edge of the perimeter walls.

Existing Roof Area: 2194 sq ft + Existing Wall Area: 4425 sq ft = Total Exterior Surface 6619 sq ft

Area of Roof Altered: 164 sq ft + Area of Walls Altered: 161 sq ft = Total Area Altered 325 sq ft

Total Area Altered: 325 sq ft ÷ Total Exterior Surface: 6619 sq ft x 100 = 4.98 %

Alteration Classifications: (circle one) Class I = Under 50%, Class II = 50% - 75%, Class III = above 75%

B. Addition: Any change to a structure or part thereof that increases the finished floor area of the building

Floor Area of Addition: 1830 sq ft ÷ Floor Area of Existing Building: 3870 sq ft x 100 = 47 %

Addition Classifications: (circle one) Class I = Under 75%, Class II = 75% - 150%, Class III = above 150%

C. Remodeling: Any change to the interior or part thereof of a building. The hard cost is the total value of interior improvements (except interior finishes and fixtures). Remodeling Classifications: (circle one)

Class I = under $15,000 hard cost Class II = $15,000-$200,000 hard cost Class III = over $200,000 hard cost

D. Change of Use: Any change in the purpose or activity within a building or part thereof. See Village Code 4-1-10 (E) Hazard Index Table for index number. Change of Use Classifications: (circle one)

Class I = 0 to 1 increase in index number Class II = 2 or more increase in index number

I do certify that to the best of my knowledge and belief, the Zoning worksheet has been completed substantially in accordance with the building plans. I further agree that if this certification is in error, the permit issued and erection commenced on the strength of said certification, that I will assume full responsibility for any and all changes in the exterior shape and/or design of said residence required to make it comply with the Village of Glen Ellyn Zoning Ordinances.

Authorized Agent (Signature) Print Name Date

THIS DOCUMENT PREPARED BY
Robert L. Renfro, Huck Bouma PC
1755 South Naperville Road, Suite 200
Wheaton, Illinois 60189
(630) 221-1755, Fax (630) 221-1756

AFTER RECORDING RETURN TO:
John J. Zachara
39 S. LaSalle Street, Suite 505
Chicago, Illinois 60603

MAIL FUTURE TAX BILLS TO:
Christopher and Jennifer Dietzler
703 Hillside
Glen Ellyn, Illinois 60137

WARRANTY DEED

GRANTORS, Kenneth D. Statz and Colleen M. Statz, husband and wife, of the Village of Glen Ellyn, County of DuPage, State of Illinois, for and in consideration of Ten and no/100 Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEY and WARRANT to the

GRANTEES, Christopher Dietzler and Jennifer Dietzler, husband and wife, of 433 Taylor Avenue, Village of Glen Ellyn, State of Illinois, not as joint tenants and not as tenants in common, but as tenants by the entirety forever, the following described real estate: **See attached legal description.**

Permanent Index Number: 05-11-424-012

Address of Real Estate: 703 Hillside, Glen Ellyn, Illinois 60137

SUBJECT TO: Real Estate Taxes for 2010 and all subsequent years; rights of the public, the State of Illinois, and the Municipality in and to that part of the land, if any, taken or used for road purposes; rights of way for drainage tiles, ditches, feeders, and laterals; Recorded easements, Covenants, Conditions, and Restrictions of Record, if any, and Zoning laws and Ordinances.

TO HAVE AND TO HOLD said premises forever.

DATED this 8th day of September, 2011.

Kenneth D. Statz

Colleen M. Statz

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth D. Statz and Colleen M. Statz, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of September, 2011.

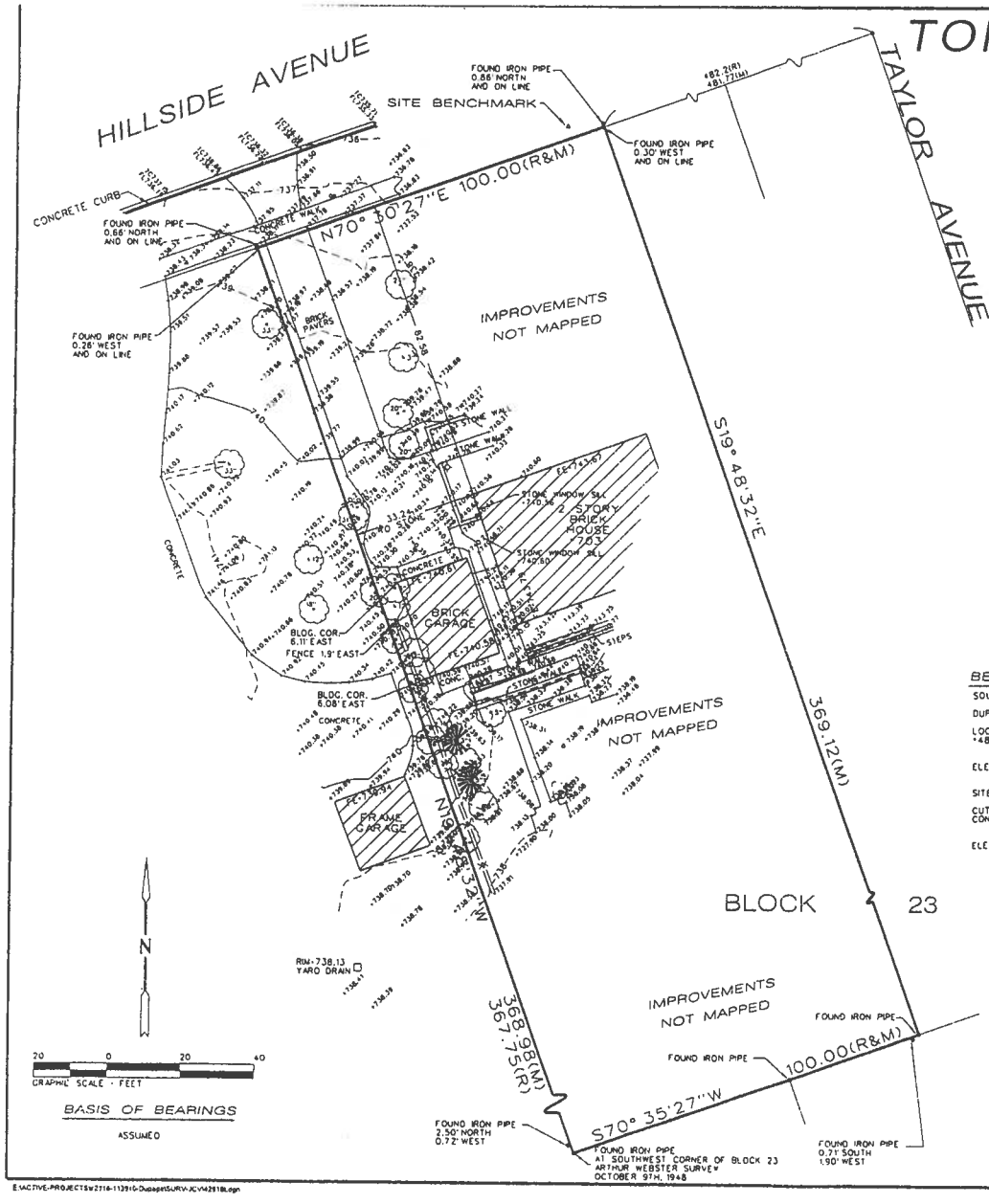
Jill E Schutz
Notary Public

OFFICIAL SEAL
JILL E SCHUTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/09/12

R:\17000s\17100-17199\17159-2\Warranty Deed.doc

TOPOGRAPHIC SURVEY

OF PART OF THE WESTERLY 100 FEET OF BLOCK 23 IN E.W. ZANDER AND COMPANY'S ADDITION TO GLEN ELLYN, IN SECTIONS 11 AND 14, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 82550, IN DUPAGE COUNTY, ILLINOIS.



BASIS OF BEARINGS

ASSUMED

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD. HAVE MADE A TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID TOPOGRAPHIC SURVEY.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS THIS _____ DAY OF _____ A.D. 20_____

WEBSTER, McGRATH AND AHLBERG, LTD.

BY: _____

ILLINOIS LAND SURVEYOR NO. _____
LICENSE EXPIRATION DATE: NOVEMBER 30, 2012
207 S. NAPERVILLE STREET
WHEATON, ILLINOIS 60187
(630) 668-7603

RECEIVED
APR 2 5 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

FIELDWORK COMPLETED 9-9-11

BENCHMARK INFORMATION

SOURCE BENCHMARK:

DUPAGE COUNTY BENCHMARK M14001

LOCATED ON THE NORTH SIDE OF ROOSEVELT ROAD AT +484 ROOSEVELT ROAD IN GLEN ELLYN, ILLINOIS.

ELEVATION - 757.398 (NGVD 1929)

SITE BENCHMARK

CUT CROSS IN WALK
CONTROL PT. NO. 1

ELEVATION - 734.85 (NGVD 1929)

ABBREVIATIONS

HDPE - HIGH-DENSITY POLYETHYLENE
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINYLCHLORIDE PIPE
CMP - CORRUGATED METAL PIPE
VCP - VITRIFIED CLAY PIPE
INV - INVERT
TC - TOP OF CURB
FL - FLOW LINE
FE - FLOOR ELEVATION
TF - TOP OF FOUNDATION
CHB - CHORD BEARING

LEGEND

SANITARY MANHOLE	WELL
SANITARY CLEANOUT	DOWNSPOUT
STORM MANHOLE	LIGHT POLE
STORM CATCH BASIN	OVERHEAD LIGHT POLE
STORM INLET	ELECTRIC MANHOLE
STORM CLEANOUT	TRAFFIC SIGN POLE
FLARED END SECTION	TRAFFIC CONTROL BOX
TRANSFORMER	TRAFFIC SIGNAL VAULT
ELECTRIC METER	SIGNAL OR SIGN POLE
CABLE T.V. BOX	SIGNAL OR SIGN VAULT
TELEPHONE BOX	UTILITY POLE
TELEPHONE CONTROL BOX	OVERHEAD WIRES
ELECTRIC MANHOLE	UNDERGROUND ELECTRIC
COMMUNICATION MANHOLE	UNDERGROUND CATV
TELEPHONE MANHOLE	UNDERGROUND TELEPHONE
ELECTRIC METER	UNDERGROUND CABLE T.V.
GAS METER	WATER MAIN
GAS VALVE	SANITARY SEWER
GAS MAIN	STORM SEWER
WATER VALVE	FENCE LINE
WATER VALVE VAULT	GUARD RAIL
FIRE HYDRANT	DECIDUOUS TREE
POST INDICATOR VALVE	PINE TREE
WATER METER	GROVE (SIGN TYPE)
AIRVAC METER	FOUND IRON PIPE
WELL	SOIL BORING OR PERCOLATION TEST
FLAG POLE	M = MEASURED DIMENSION
DRIVE WAYS	R = RECORD DIMENSION

Rev	Date	Description	By

WEBSTER, McGRATH & AHLBERG LTD.
WMA
LAND SURVEYING · CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
207 South Naperville Road Wheaton, Illinois 60187
(630)668-7603 Fax (630)682-1160 Email: wmalbg@wmalbg.com
Design Firm License No. 184-001181

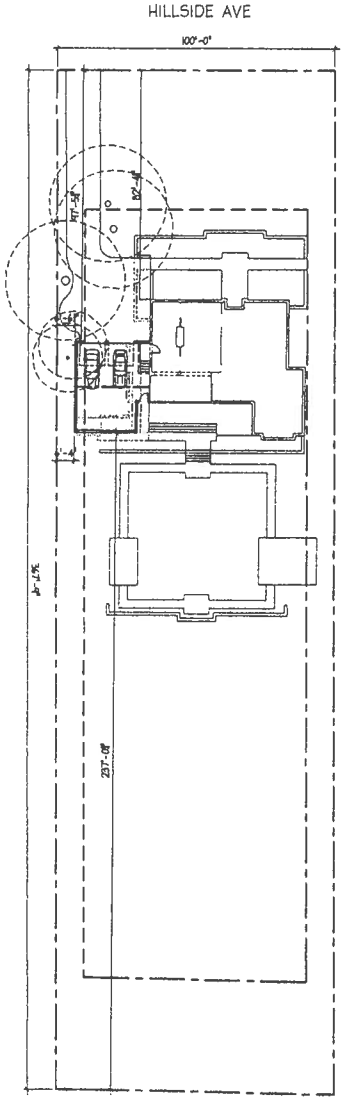
TOPOGRAPHIC SURVEY

LOCATION:
703 HILLSIDE AVE.
GLEN ELLYN, IL

PREPARED FOR:
CHRIS AND JEN DIETZLER
433 TAYLOR AVENUE
GLEN ELLYN, IL 60137
PHONE: 630.783.9110

JOB #:	DATE:	SCALE:
42916	9-8-11	1"=20'
SURVY: JCV	DRAWN: JCV	DESIGN: XXX
FILE #: C-2858		SHEET #: 1 of 1

E:\ACTIVE-PROJECTS\2716-113916-Dupage\SURV-JCV\42916.dgn



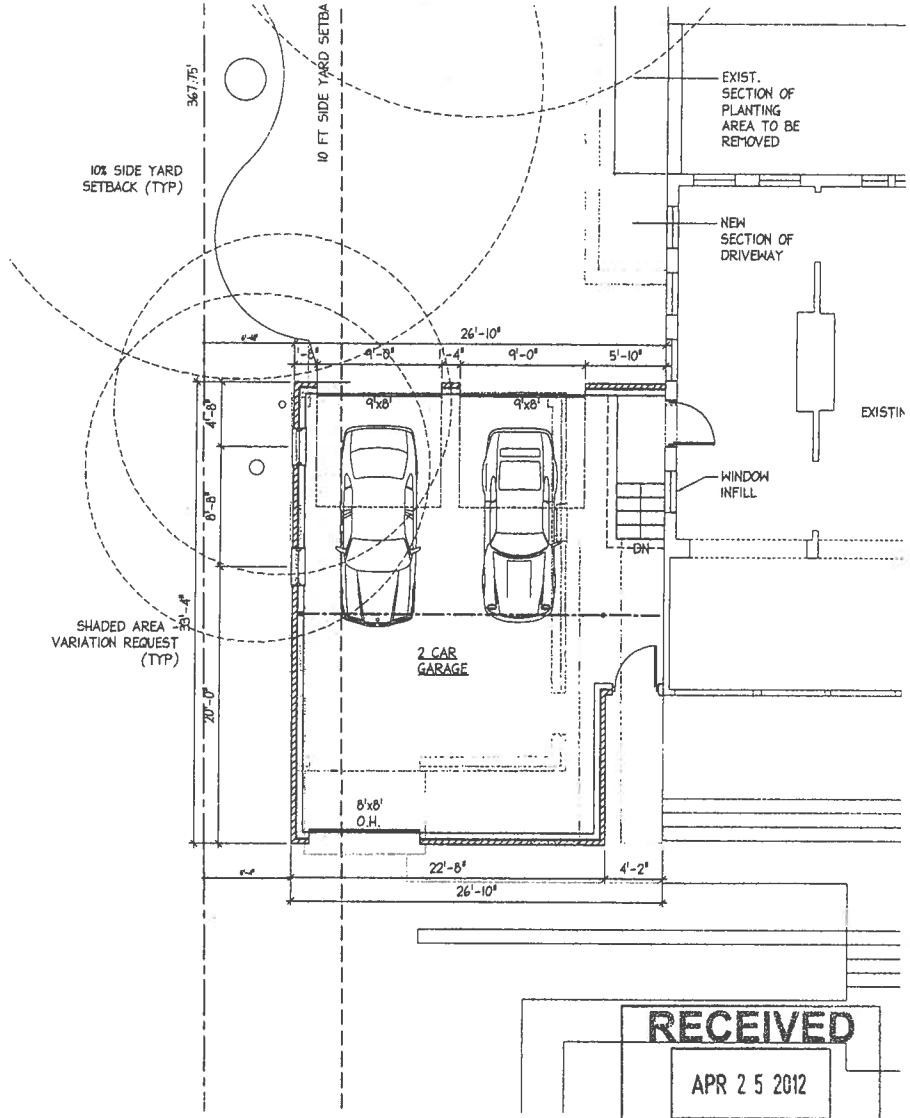
1 A1 SITE PLAN
SCALE: 1" = 30'-0"
NORTH

LEGEND

- FACE BRICK
- CONCRETE
- CONCRETE BLOCK
- FRAME WALL (2x4 STUDS @ 16" O.C.)
- SWITCH
- 3 WAY SWITCH
- 1/2 CONTROLLED BY SWITCH
- CONVENIENCE DUPLEX OUTLET
- SPECIALTY OUTLET/ APPLIANCE
- LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE
- RECESSED LIGHT FIXTURE
- LIGHT/ PADDLE FAN COMBINATION
- LIGHT/ EXHAUST FAN COMBINATION
- EXHAUST FAN- VENT TO THE OUTSIDE
- SMOKE DETECTOR- 110 VOLT, WIRED IN SERIES
- CARBON MONOXIDE DETECTOR- 110 VOLT, WIRED IN SERIES
- GROUND FAULT INTERRUPT
- MATERPROOF
- DOWNSPOUT

ZONING CLASSIFICATION

- DISTRICT R2
- LOT AREA 36,845 S.F.
- LOT COVERAGE RATIO 5.9%
- ADDITION CLASS I
- ALTERATION CLASS I



2 A1 GARAGE FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH

RECEIVED
APR 2 5 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

A PORPOSED GARAGE/ SECOND FLR ADDITION FOR
MR. AND MRS. CHRIS DIETZLER
733 HILLSIDE AVE
GLEN ELLYN, ILLINOIS 60531

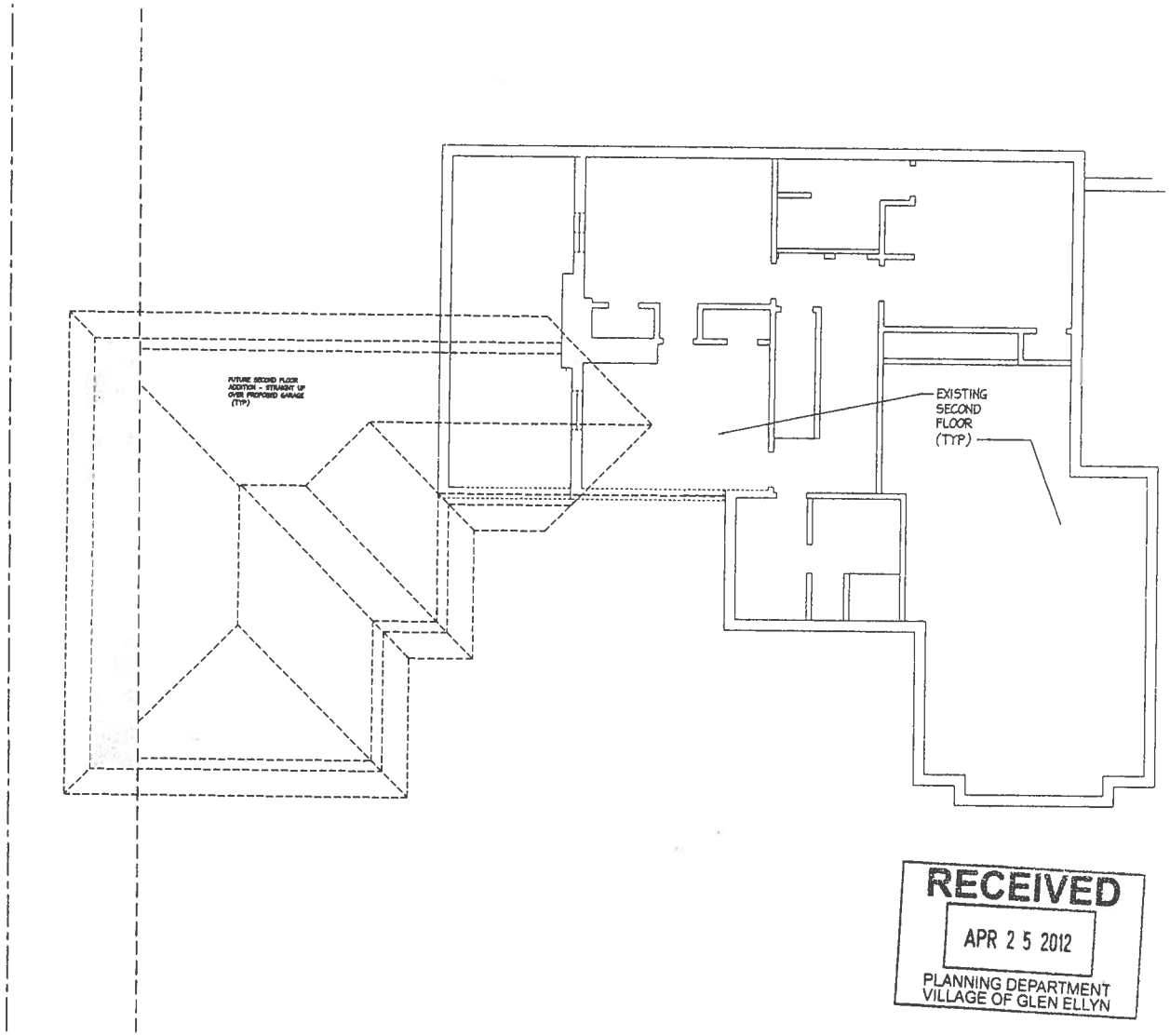
pk architects
perkins pryde & kennedy architects, pc.

Sheet Title

Date 03-26-12
Scale
Drawn CRP
Job
Sheet A1
Of Sheets

LEGEND

- FACE BRICK
- CONCRETE
- CONCRETE BLOCK
- FRAME WALL (2x4 STUDS @ 16" O.C.)
- SWITCH
- 3 WAY SWITCH
- 1/2 CONTROLLED BY SWITCH
- CONVENIENCE DUPLEX OUTLET
- SPECIALTY OUTLET/ APPLIANCE
- LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE
- RECESSED LIGHT FIXTURE
- LIGHT/ PADDLE FAN COMBINATION
- LIGHT/ EXHAUST FAN COMBINATION
- EXHAUST FAN- VENT TO THE OUTSIDE
- SMOKE DETECTOR- 110 VOLT, WIRED IN SERIES
- CARBON MONOXIDE DETECTOR- 110 VOLT, WIRED IN SERIES
- GROUND FAULT INTERRUPT
- WATERPROOF
- DOWNSPOUT



RECEIVED
APR 25 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

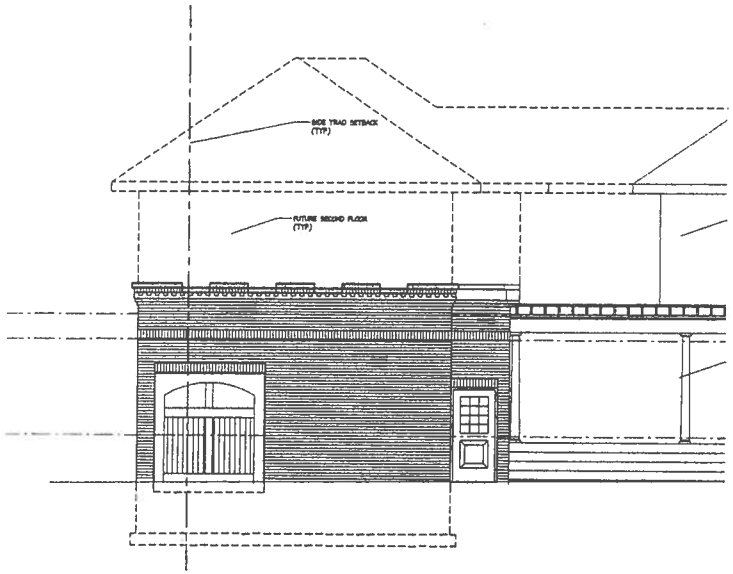
1 A1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH

A PORPOSED GARAGE/ SECOND FLR ADDITION FOR
MR. AND MRS. CHRIS DIETZLER
733 HILLSIDE AVE
GLEN ELLYN, ILLINOIS 60137

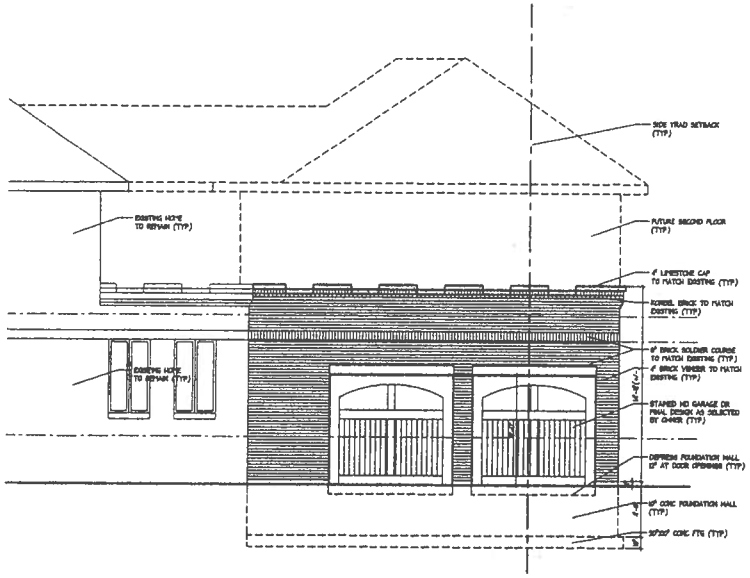
pk architects
perkins pryde & kennedy architects, pc.

Sheet Title

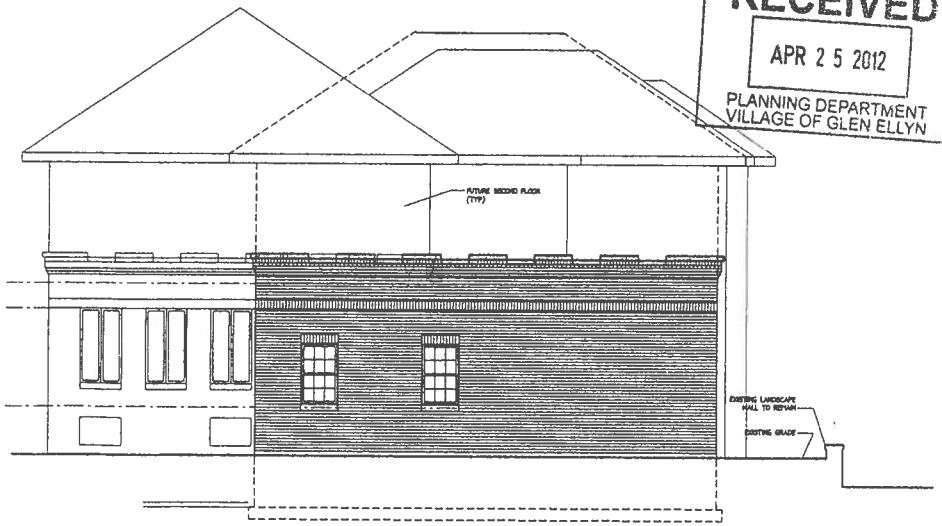
Date 03.28.12
Scale
Drawn CRP
Job
Sheet A2
Of Sheets



3 A2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 A2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 A2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

RECEIVED
APR 2 5 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

A PORPOSED GARAGE/ SECOND FLR ADDITION FOR
MR. AND MRS. CHRIS DIETZLER
733 HILLSIDE AVE
GLEN ELLYN, ILLINOIS 60137

ppk architects
perkins pryde & kennedy architects, pc.

Sheet Title

Date 03.26.12
Scale
Drawn CRP
Job
Sheet A3
Of Sheets

A-6H

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Julius Hansen, Public Works Director
Bob Minix, Professional Engineer

DATE: June 19, 2012

SUBJECT: Hydrologic and Hydraulic Study for Lake Ellyn
Amendment No. 1 to the RHMG Engineering Service Agreement

SUMMARY

RHMG Engineers are the consultants performing the Lake Ellyn Hydrologic and Hydraulic Study. The study is a joint venture between the Village and Park District. The study report has been prepared, and presentations made to both the Village and the Park District boards, and citizen meetings were conducted. The consultant incurred additional expenses to finalize the original study report and a variety of additional investigations are desired as a response to feedback received from both boards as well as residents. Amendment No. 1 to the RHMG engineering services agreement in the amount of $31,021 would raise the contract limit from $51,430 to $82,451. Additional funding in the amount of $25,951 from the Capital Projects fund would be necessary to cover the extra costs.

AGENDA ITEM(S) DESCRIPTION

In August 2011, the Village Board authorized RHMG Engineers of Mundelein to conduct a series of hydrologic and hydraulic studies to assess current conditions and make recommendations to minimize the frequency and impacts of Lake Ellyn overflows. The project is a cooperative undertaking with the Glen Ellyn Park District, the owner of Lake Ellyn and the surrounding park land. A final report has been prepared and presented to both Boards and interested residents. The consultant incurred extra costs to refine and provide supplementary analyses for the original study and further investigations are desired as a follow-up to questions and concerns raised during the public meetings and presentations.

A. Motion to increase the appropriation for engineering services associated with the Lake Ellyn Hydrologic and Hydraulic Study performed by RHMG Engineers in the amount of $25,951, for a revised total appropriation of $82,451 to be expensed to the FY13 Capital Project Fund.

B. Motion to approve Amendment No. 1 to the engineering services agreement with RHMG Engineers for engineering study expenses for the Lake Ellyn H & H Study in the amount of $31,021 resulting in a total, not-to-exceed fee of $82,451for the work.

ISSUES AND ITEMS FOR DISCUSSION

1. Project costs are being split with the Park District. The Park District will be billed at the conclusion of the project.

2. Proposed additional tasks involve investigations relating to implications of drainage area changes, Lake Ellyn outlet release rates, weir lengths (widths), lake overflow routing, overland flow route topographic surveys, with the results appended to the original report and additional meetings with both Boards.

3. Additional study costs include $9,825 for extra work already performed and $21,196 for proposed tasks.

FURTHER BACKGROUND AND INFORMATION

In September 2008 and July 2010, heavy rainfalls in the Glen Ellyn area resulted in overflows from Lake Ellyn and flooding problems at downstream locations on the east side of Riford between Oak and Chidester. In August 2011, the Village Board authorized RHMG Engineers of Mundelein to conduct a series of hydrologic and hydraulic studies to assess current conditions and make recommendations to minimize the frequency and impacts of Lake Ellyn overflows.

On April 23, 2012 at the Village Board workshop, RHMG presented a summary of the project report to the Village Board and answered questions pertaining to the study. In addition, both prior to and following the Board workshop, the consultant and project team members met with neighborhood residents impacted by or interested in the Lake Ellyn overflows. The purpose of the meetings was to provide opportunities for interested parties to interact directly with the project consultant and Village staff to address questions and provide input.

The resident session held prior to the Board workshop dealt primarily with various questions about the study and report, more-or-less fact-finding in nature. The post-workshop session was highly interactive and quite candid in nature, lasting about 90 minutes. For the most part, the residents understood the basic hydrology and hydraulics of the Lake Ellyn stormwater system, although some misperceptions still exist to various degrees. The three core recommendations of the study were reiterated – to remove the outlet pipe restrictor plate, lower the lake level and lengthen (widen) the outlet structure weir – in order to provide an updated storage and outlet flow system that successfully handles the critical duration 100-year storm event and satisfies the original performance criteria of the Lake Ellyn stormwater facility established in 1990. The recommended changes and improvements would not be enough to handle the storm experienced in 2010 and Lake Ellyn would still overflow in a significant fashion.

The residents uniformly wanted to see a higher level of protection and improvements for Lake Ellyn for extreme storm events given the frequency of overflow events (cited events include 1972, 1987, 2008 and 2010) coupled with known property damage and potential for personal harm. A variety of ideas were discussed including bypassing of flows, greater lake storage capacity by raising the dam, more active lake management in advance of storms, high lake level emergency outlet piping, greater outlet capacity, overflow capture / re-routing around properties, downstream grading / flood-proofing measures and further consideration of possible buy-outs. Each of these possible actions comes with a set of cost, regulatory, political, environmental, operational and precedence-setting ramifications.
The project team agreed to perform two additional items beyond the scope of the original study. RHMG ran a computer model analysis of the 2010 storm with a dam overflow level of 714.0, or one foot above the existing dam crest. Secondly, the consultant reviewed the potential of re-grading the

Joseph Sam Perry Preserve area (the triangle formed by Riford, Oak and Grand) to direct Lake Ellyn overflow water away from the current flow path between the 729 Riford and 735 Riford homes. In addition, the consultant attended an additional field meeting with the Village and Park District in April prior to the Village Board presentation and performed multiple report revisions based on project team questions and input.

RHMG presented the report to the Park District Board on May 15, 2012, in an essentially similar manner to the presentation made on April 23 Village Board meeting. The Park Board was particularly interested in how flows into Lake Ellyn have changed over the years and what the impacts of greater impervious areas in the drainage area will be. Both the 725 Riford and 729 Riford homeowners appeared at the Park District meeting and again encouraged the Board to pursue a higher level of protection against damages from Lake Ellyn overflows.

The project team – Village, Park District and Consultant – met on May 30 to discuss how to proceed. As a result of that meeting, RHMG prepared a proposal for additional engineering services dated June 4, 2012 (attached). Also attached is an annotated letter from RHMG dated May 29, 2012 explaining the basis for extra costs incurred during the conduct of the original work for the study.

AMENDMENT NO. 1 TO THE RHMG ENGINEERING SERVICES AGREEMENT

At the time of Board approval for the original study, project funding from the capital projects fund was established at $56,500 and included a 10% contingency. The original contract limit was $51,430.

The consultant has requested additional compensation for the original project in the amount of $9,825. Per the proposal, follow-on field work and analyses outlined in the RHMG proposal letter dated June 4, 2012 would require an additional 183 personnel hours at a total cost of $21,196.

Approval of Amendment No. 1 to the RHMG Engineering Services Agreement for the Lake Ellyn Hydrologic and Hydraulic Study would increase the contract limit to **$82,451**.

Additional funding of **$25,951** is required to satisfy the RHMG requests, with the funds to be taken from the FY13 Capital Projects Fund, 40000-580100.

ATTACHMENTS

1. RHMG proposal dated June 4, 2012 for additional engineering services

2. RHMG letter dated May 29, 2012 regarding extra costs associated with the original Lake Ellyn H&H Study, including email dated June 19, 2012

cc: Kristen Schrader, Assistant to the Village Manager, Administration
Dave Harris, Executive Director, Glen Ellyn Park District

Rezek, Henry, Meisenheimer and Gende, Inc.

CONSULTING ENGINEERS

June 4, 2012

Mr. Robert J. Minix, P.E.
Professional Engineer
Village of Glen Ellyn
30 South Lambert Road
Glen Ellyn, IL 60137

Re: Lake Ellyn Hydrologic and Hydraulic Studies
Proposal for Additional Engineering Services

Dear Mr. Minix:

At our meeting on May 30, 2011, we reviewed and discussed the feedback obtained from the Village Board, the Park District Board, and from the resident meetings relative to our "Hydrologic and Hydraulic Study for Lake Ellyn" dated April, 2012. It was agreed that the following additional engineering investigations should be performed:

1. Perform future condition modeling to project the impact of increases in the impervious area within the upstream tributary area to Lake Ellyn and the associated lake levels for the 100-year critical duration event.

2. Further investigate the feasibility of increasing the release rate from Lake Ellyn to the maximum allowable release rate per the DuPage Countrywide Stormwater and Flood Plain Ordinance of 61.4 cfs. It is envisioned that this will involve further discussions with the Village's Stormwater and Flood Plain Ordinance Administrator and limited hydraulic modeling of Perry's Pond. It is assumed that detailed field surveying of Perry's Pond will not be required.

3. Identify the optimum additional weir length/width to be incorporated into the modified outlet control structure.

4. Perform a conceptual design and cost estimate for augmenting the downstream overland flow capacity by constructing a storm sewer and inlet structure from the Sam Perry Nature Preserve under Riford Road to the sideyard channel that drains to Perry's Pond.

5. Perform a topographic survey of the sideyards between 729 and 735 Riford Road and determine whether the side yard swale could be re-graded to be more hydraulically efficient.

6. Prepare an addendum to the April, 2012 "Hydrologic and Hydraulic Study for Lake Ellyn" report summarizing the findings of these additional engineering investigations.

975 Campus Drive Mundelein, IL 60060
(847) 362-5959 Fax (847) 362-0864

535 Tollgate Road, Suite F Elgin, IL 60123
(847) 742-5959 Fax (847) 742-0863

7. Participate in two review meetings with Village and Park District staff and make formal presentations to the Village Board and Park District Board.

Fees

We propose to perform these engineering services on a cost-plus not-to-exceed basis using a direct salary cost multiplier of 3.07. Our estimated manpower and fee requirements are presented in the attached Exhibit A. The total estimated fee limit is $21,196.

Schedule

We will commence work on this assignment within seven days after authorization and will complete the draft report addendum within 30 calendar days.

We appreciate this opportunity to again be of service to the Village of Glen Ellyn and the Glen Ellyn Park District. If you have any questions or wish to discuss any aspects of this proposal in more detail, please contact me.

Sincerely yours,

REZEK, HENRY, MEISENHEIMER AND GENDE, INC.

William R. Rickert, P.E., BCEE, CFM
President

WRR/amd

Enclosure

EXHIBIT A
MANPOWER & FEE ESTIMATE
LAKE ELLYN HYDROLOGIC & HYDRAULIC STUDIES
ADDITIONAL ENGINEERING SERVICES

TASK	MANHOURS						
	Proj. Man.	Project Engineer	Junior Engineer	Draft./ Tech.	Junior Tech.	Clerical	Total
1. Future conditions modeling	4	12	20				36
2. Further investigate release rate increase to 61 cfs	4	12					16
3. Identify optimal OCS weir length	1	4					5
4. Conceptual design & cost estimate for down-stream overland flow conveyance enhancement	3	10			6		19
5. Topographic survey & regrading investigation for 729/735 sideyard swale	2	16			12		30
6. Prepare report addendum	8	16		8		5	37
7. Formal presentations & meetings	20	20					40
TOTAL	42	90	20	8	18	5	183
Salary Rates	49.16	36.49	29.94	25.97	18.75	17.94	
Salary Cost	2,065	3,284	599	208	338	90	6,583
Factored Labor Cost (3.07 X Salary Cost)							$20,209
Direct Expenses							987
TOTAL FEE							$21,196

Rezek, Henry, Meisenheimer and Gende, Inc.

CONSULTING ENGINEERS

May 29, 20112

Invoice #8 = $10,989.51
Invoice #9 = $2,751.69
∴ TOTAL FOR PROJECT (ORIGINAL WORK)
= $61,254.66
Contract Limit = $51,430.00
Δ = $9,824.66

Mr. Bob Minix, P.E.
Village of Glen Ellyn
Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137

Re: Lake Ellyn Hydrologic and Hydraulic Studies
Project No. 21220000

Dear Mr. Minix:

Enclosed is our Invoice No. 8 for work performed during the month of April, 2012 for the subject project. As you can see, our charges to date on this project have now exceeded the original contract limit of $51,430, as well as the $56,500 limit, including contingency, which was approved by the Village Board.

This situation is attributable to a number of factors including, but not limited to:

1. Analysis of additional scenarios and alternatives based on feedback from Village and Park District staff relative to the first two draft versions of the report.

2. The on-site field meeting with Village and Park District staff on April 11, 2012.

Also please note that this invoice does not include time associated with the Park District Board Meeting on May 15, 2012. ~~Because of the budget situation on this project, we are not planning to submit an invoice for the time associated with that meeting.~~ OK to bill - see Invoice #9 - email dated 6/19/12 RJW

I would appreciate it if you could review the enclosed invoice and contact me to discuss how you would like to handle this.

Sincerely yours,

REZEK, HENRY, MEISENHEIMER AND GENDE, INC.

William R. Rickert, P.E., BCEE, CFM
President

WRR/amd

Enclosure

975 Campus Drive Mundelein, IL 60060
(847) 362-5959 Fax (847) 362-0864

535 Tollgate Road, Suite F Elgin, IL 60123
(847) 742-5959 Fax (847) 742-0863

Rezek, Henry, Meisenheimer and Gende, Inc.

CONSULTING ENGINEERS

INVOICE NO. 8
May-12

Mr. Bob Minix
Village of Glen Ellyn
Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137

Account No. 21220000
Lake Ellyn Hydrologic and
Hydraulic Studies

Contract Limit: $51,430.00

Consulting Engineering Services per Agreement for the period of April, 2012.

Direct Salary x 3.07 = $3,282.51 x 3.07 =	$10,077.31
Expenses	$412.20
Total Amount Due this Invoice	**$10,489.51**

Invoiced to Date:

Invoice 1	$789.56
Invoice 2	$2,318.51
Invoice 3	$1,447.61
Invoice 4	$7,107.65
Invoice 5	$3,635.60
Invoice 6	$25,781.88
Invoice 7	$6,932.65
Invoice 8	$10,489.51
Total:	$58,502.97

Submitted by:

William R. Rickert, P.E.

975 Campus Drive **Mundelein, IL 60060**
(847) 362-5959 **Fax (847) 362-0864**

535 Tollgate Road, Suite F **Elgin, IL 60123**
(847) 742-5959 **Fax (847) 742-0863**

Village of Glen Ellyn
Invoice No. 8
Account No. 21220000 Lake Ellyn Hydrologic and Hydraulic Studies
May-12
Page 2

Expenses:

Auto	$82.80	Mileage
Field	$125.00	Positioning Solutions GPS Equipment Rental #1093992
Office	$24.30	UPS Charges
Office	$180.10	Copier Charges
Total	$412.20	

Emp No.	Hours	Rate	Amount
15	0.25	18.75	$4.69
19	0.25	24.66	$6.17
26	1.00	18.50	$18.50
47	59.25	31.80	$1,884.15
55	25.00	49.16	$1,229.00
80	7.00	20.00	$140.00
	92.75		$3,282.51

Emp.	Date	Hours	Remarks
15	4/13/12	0.25	Download pts for BWM
19	4/16/12	0.25	Letter typing
26	4/20/12	1.00	Copies of report
47	4/2/12	5.00	Reviewing, revising report
47	4/3/12	3.00	Revising figures, text
47	4/4/12	2.00	Finalizing report
47	4/6/12	2.50	Mailing report covers, phone calls with Bob re: lake level
47	4/9/12	3.00	Discussion with Dave Scarmardo, Bob Minix, WRR re: lake level, running scenarios
47	4/10/12	2.00	Continued discussions regarding lake level, running alternatives
47	4/11/12	4.00	Prep for meeting, meeting with Village staff, downloading points, revising report, running model runs
47	4/12/12	3.00	Re-running scenarios, creating new outlet rating curves, revising report, discussion with WRR
47	4/13/12	3.00	Revising report
47	4/14/12	3.00	Revising report
47	4/16/12	2.00	Revising report
47	4/17/12	6.00	Revising report, phone calls with Bob, Dave S and Dave H, e-mailing report, filing report
47	4/19/12	3.00	Compiling Powerpoint
47	4/20/12	5.75	Compiling powerpoint, creating figures
47	4/21/12	1.50	Completing powerpoint
47	4/23/12	7.00	Prep for meeting, meeting
47	4/26/12	1.50	Running additional scenarios, investigating piping alternative
47	4/27/12	2.00	Continuing scenarios, possibilities in Perry's Preserve
55	4/2/12	1.50	Discuss B. Minix review comments w/BWM, telecon w/B. Minix
55	4/3/12	1.00	Review report revisions
55	4/4/12	0.75	Final proofing of report and exhibits

55	4/5/12	0.50	Budget review
55	4/11/12	4.00	Site meeting w/Village & Park District staff
55	4/12/12	1.25	Site meeting follow-up
55	4/13/12	1.50	Follow-up & telecons w/B.McGurr & B.Minix
55	4/14/12	1.50	Review final report
55	4/16/12	2.00	Letter to D.Harris re:dredging, proof report
55	4/17/12	2.00	Report revisions & telecons
55	4/21/12	2.00	Work on PowerPoint presentation
55	4/23/12	7.00	Prepare for & meet w/residents & Village Board
80	4/2/12	2.00	Letter typing and report revisions
80	4/3/12	1.50	Letter typing and report revisions
80	4/4/12	2.50	Report typing/revisions
80	4/5/12	1.00	Report revisions
		92.75	

Bob Minix

From: William Rickert [wrickert@rhmg.com]
Sent: Tuesday, June 19, 2012 9:40 AM
To: Bob Minix
Subject: Lake Ellyn H&H Study
Attachments: Lake Ellyn H&H Study Invoice No. 9.pdf

Bob,

Per our telephone conversation yesterday afternoon, I am attaching a copy of our Invoice No. 9 for the subject project, which includes our final charges incurred in May. As you can see the total final amount is $61,254.66, which is $9,824.66 above the original contract limit.

The original is being mailed. Please let me know if you have any questions.

Thanks,

Bill

William R. Rickert, P.E., BCEE, CFM
President
RHMG Engineers, Inc.
975 Campus Drive
Mundelein, IL 60060
847/362-5959 Phone
847/362-0864 Fax
wrickert@rhmg.com

RHMG Engineers, Inc.

Rezek, Henry, Meisenheimer and Gende, Inc.

CONSULTING ENGINEERS

INVOICE NO. 9
Jun-12

Mr. Bob Minix
Village of Glen Ellyn
Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137

Account No. 21220000
Lake Ellyn Hydrologic and
Hydraulic Studies

Contract Limit: $51,430.00

Consulting Engineering Services per Agreement for the period of May, 2012.

Direct Salary x 3.07 = $870.91 x 3.07 =	$2,673.69
Expenses	$78.00
Total Amount Due this Invoice	**$2,751.69**

Invoiced to Date:

Invoice 1	$789.56
Invoice 2	$2,318.51
Invoice 3	$1,447.61
Invoice 4	$7,107.65
Invoice 5	$3,635.60
Invoice 6	$25,781.88
Invoice 7	$6,932.65
Invoice 8	$10,489.51
Invoice 9	$2,751.69
Total:	$61,254.66

Submitted by:

William R. Rickert, P.E.

975 Campus Drive
(847) 362-5959
Mundelein, IL 60060
Fax (847) 362-0864

535 Tollgate Road, Suite F
(847) 742-5959
Elgin, IL 60123
Fax (847) 742-0863

Village of Glen Ellyn
Invoice No. 9
Account No. 21220000 Lake Ellyn Hydrologic and
Jun-12 Hydraulic Studies
Page 2

Expenses:

Auto	$76.80	Mileage
Office	$1.20	Copier Charges
Total	$78.00	

Emp No.	Hours	Rate	Amount
47	12.00	31.80	$381.60
55	9.75	49.16	$479.31
80	0.50	20.00	$10.00
	22.25		$870.91

Emp.	Date	Hours	Remarks
47	5/10/12	2.00	Modeling additional scenarios, e-mail to WRR
47	5/15/12	6.00	Prep for meeting, meeting at Park District
47	5/30/12	3.50	Prep for meeting, Meeting with Village and park district staff
47	5/31/12	0.50	E-mail to David Harris
55	5/14/12	0.75	Review PowerPoint presentation
55	5/15/12	5.50	Prepare for and make presentation to Park District Board
55	5/30/12	3.50	Meeting w/Village & Park District staff
80	5/25/12	0.50	Letter typing
		22.25	

A-6I

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel KW

DATE: May 21, 2012

RE: FY2011/12 Budget Amendment

Background

Our stated budgetary objective is to end each year with total actual expenditures below budgeted expenditures at the individual fund level. This concept, sometimes referred to as "legal level of budgetary authority" is briefly described in the attached page from required disclosures in our financial statements.

Essentially, we are committed to ensuring that the total budget authorized by the Village Board in each fund is sufficient to cover all expenditures in that fund for the year. When we have a reason to exceed the approved/revised budget, we increase the appropriated budget through a budget amendment ordinance. Not doing so would result in additional financial statement disclosures which would essentially report the degree to which expenditures exceeded our stated policy level. Our practice has been to do a single budget amendment following the end of the fiscal year.

Issues

Please note that this proposed action is "housekeeping" in nature and does not increase any actual expenditures or authorize any additional purchases, it simply increases the total budget dollars authorized in the last fiscal year which ended on April 30, 2012.

Recommendation

Management recommends approving the attached budget amendment ordinance.

Action Requested

Attached for Village Board approval is a proposed budget amendment ordinance for the June 11, 2012 meeting which will increase the budget as follows:

- Corporate Reserve Fund: for the housing loan for the Village Manager,
- CBD TIF Fund: for TIF eligible expenditures for the recently established Tax Increment Financing district in the central business district,
- Facilities Maintenance Reserve Fund: for the replacement of Reno and Civic Center telephone systems (parts will no longer be available), and
- Residential Solid Waste Fund: for additional brush pickup costs resulting from storm damage.

Attachments

- Budget amendment ordinance
- Budget information from the "Notes to Required Supplementary Information" from the April 30, 2011, Comprehensive Annual Financial Report

Village of Glen Ellyn

Ordinance No._____

An Ordinance Amending the Budget of the Village of Glen Ellyn
For The Fiscal Year Ending April 30, 2012
to Provide Funds for Various Additional Expenditures

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 Amending the Budget of the Village of Glen Ellyn
For The Fiscal Year Ending April 30, 2012
to Provide Funds for Various Additional Expenditures

Whereas, the Board of Trustees of the Village of Glen Ellyn, Illinois, on April 25, 2011, passed the annual budget of the Village of Glen Ellyn for Fiscal Year 2011/12 containing projected amounts estimated for payment of current obligations; and

Whereas, certain expenditures arose which were not previously foreseen or included in the adopted FY 2011/12 budget and came to the attention of the Village Board for their review and consideration; and

Whereas, the Village Board has determined that these expenditures were necessary for the effective operation and benefit of the Village and that the amendment of the FY 2011/12 annual budget to record these additional expenditures is desirable for the effective financial management of the Village;

Now, Therefore, Be It Ordained by the President and the 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 budget for the fiscal year ending April 30, 2012, is hereby amended as follows:

Account No.	Account Name	Original Budget	Revision Requested	Revised Budget
Corporate Reserve Fund				
20000-580150	Real Estate Purchase	-	150,000.00	150,000.00
CBD TIF Fund				
25000-520700	Legal - General Counsel	-	15,000.00	15,000.00
25000-521055	Professional Services - Other	-	26,100.00	26,100.00
25000-590910	Operating Transfer Out	-	18,000.00	18,000.00
Facilities Maintenance Reserve Fund				
45000-570105	Civic Center Renovation	4,000.00	7,300.00	11,300.00
45000-570145	Reno Center Renovation	-	8,400.00	8,400.00
Residential Solid Waste Fund				
54000-521085	Brush Pick-up Service	150,000.00	52,000.00	202,000.00

Section Two: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

(Published in pamphlet form and posted on the_____day of_____, 2012.)

Budgets

Budgets are adopted on a basis consistent with generally accepted accounting principles, except that depreciation and amortization are not budgeted by proprietary funds. Annual appropriated budgets are adopted for the general, special revenue, debt service, capital projects, enterprise, internal service and pension trust funds. All annual appropriations lapse at fiscal year end.

All departments of the Village submit requests for appropriation to the Village Manager so that a budget may be prepared. The budget is prepared by fund, function and activity and includes information on the past year, current year estimates and requested appropriations for the next fiscal year.

The proposed budget is presented to the governing body for review. The governing body holds public hearings and may add to, subtract from or change appropriations, but may not change the form of the budget.

The Village Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the governing body.

Expenditures may not legally exceed budgeted appropriations at the fund level. During the year, several supplementary appropriations were necessary and are reflected in the financial statements.

A-6J

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director KW

DATE: June 20, 2012

RE: FY12/13 Budget Amendment #1, Encumbrances

Background

After the start of each fiscal year, the Village board has traditionally approved carrying forward encumbrances from the prior fiscal year budget to the new fiscal year budget to continue projects already in progress. When we refer to an "encumbrance", we are speaking of a commitment to a future expense, usually one which has been acted upon by the Village Board. Most expenditures which exceed $20,000 (previously $10,000) in amount are considered and approved by the Village Board through our twice-monthly meeting process. Many of these expenditures represent capital improvements of some sort such as construction projects (streets, storm sewers, sanitary sewers, water system), public building replacements/renovations, or the purchase of replacement village vehicles or equipment.

Immediately following Village Board approval of these types of expenditures, we "encumber" or reserve budgeted funds to ensure adequate budget dollars are put aside to pay the project expenses through to completion and not used for other purposes. The encumbrance process is also a helpful accounting tool to "reserve" a portion of the budget and remind ourselves that these expenses will be forthcoming at some future date. As payments are made on the project, the remaining encumbrance amount is reduced until the project is completed.

By their nature, many of these projects/expenses take considerable time to complete and will often cross the boundaries of our May to April fiscal year cycle. Because we cannot know with certainty the amount of money that will be spent on each of these encumbrances prior to the end of each fiscal year (April 30), we have not attempted to include the amount of remaining encumbrances into the next fiscal year budget (which needs to be approved *before* April 30). Rather, we amend the budget (in this case the recently adopted FY12/13 budget which began May 1, 2012) by the amount of encumbrances remaining at the close of the prior fiscal year on April 30.

Issues

This year, this amendment includes two additional projects. The replacement generator for Fire Station #1 was budgeted for replacement during FY2011/12, but was not completed nor encumbered. This expenditure of $26,000 is included in the budget amendment in the Facilities Maintenance Reserve Fund. Also, the reimbursement of up to $75,000 to the Chamber of Commerce for renovations to the Village's 810 N. Main property as part of a lease agreement will utilize unspent dollars from FY11/12 in the Economic Development budget (General Fund).

Although a budget amendment adds expenses to the new year budget, these were expenses that were budgeted and committed (generally by contract or purchase order) or planned, but not actually made in the prior fiscal year, hence these unspent funds are available in cash reserves to complete the project/expense in the current, new fiscal year.

Recommendation

Management recommends adopting the attached ordinance to amend the FY12/13 budget to reflect previously planned and/or approved projects that have not been completed.

Action Requested

A total of $3,539,964.39 in encumbrances and planned expenditures is proposed to be added to the FY12/13 budget via the attached budget amendment ordinance for consideration by the Village Board on June 25, 2012. A detailed listing of the carry-forward encumbrances is included with the ordinance as Attachment A.

Attachments

- FY12/13 Budget Amendment Ordinance

Village of Glen Ellyn

Ordinance No._____

An Ordinance Amending the Budget of the Village of Glen Ellyn
for the Fiscal Year Ending April 30, 2013
to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements

---

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 Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending April 30, 2013 to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements

Whereas, the Board of Trustees of the Village of Glen Ellyn on April 23, 2012 passed the annual budget for the Village of Glen Ellyn for Fiscal Year 2012/13 containing amounts estimated for payment of CURRENT obligations; and

Whereas, certain expenditures have been identified that were planned for or obligated in the prior year and will be paid out in the current fiscal year; and

Whereas, cash reserves are available to be utilized to satisfy expenses obligated in the prior year;

Now, Therefore, be it Ordained by the President and the 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 budget for the fiscal year ending April 30, 2013, is hereby amended to provide funds for expenditures budgeted or obligated in FY11/12 and carried forward into FY12/13, as identified in Attachment A.

Section Two: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

(Published in pamphlet form and posted on the_____day of_____, 2012.)

ATTACHMENT A

VILLAGE OF GLEN ELLYN
SCHEDULE OF OPEN ENCUMBRANCES TO BE CARRIED FORWARD TO FY 12/13 ANNUAL BUDGET
AS OF APRIL 30, 2012

Account			Vendor	PO #	Open PO Amount	Description
121200	521055		REEBIE STORAGE & MOVING	20120045	$ 4,567.70	VILLAGE MANAGER MOVING EXPENSES
126500	520406		GLEN ELLYN ECONOMIC DEVELOPMENT CORP	20110041	3,000.00	FAÇADE GRANT
126500	521055		KENIG, LINDGREN, O'HARA & ABOONA, INC	20110025	3,204.70	CBD TRAFFIC STUDY
143100	521055		CARTEGRAPH SYSTEMS	20120025	3,501.14	IMPLEMENTATION SERVICES/SOFTWARE
143200	521035		MARKETING SPECIALISTS	20110045	5.05	2011 PAVEMENT LINE STRIPING
143200	521055		MDS TECHNOLOGIES, INC	20120049	30,000.00	TRAFFIC SIGNS INVENTORY
143200	521055		OSAGE, INC.	20110012	4,511.25	FORESTRY CONSULTING
143200	521090		STEVE PIPER & SONS, INC	20120015	22,786.55	2012 TREE PRUNING PROGRAM
143200	521095		STEVE PIPER & SONS, INC	20120014	22,186.14	TREE REMOVAL
143200	521103		STEVE PIPER & SONS, INC	20120014	5,196.15	EAB TREE REMOVAL
126500	580110				75,000.00	810 N. MAIN RENOVATIONS
				General Fund Subtotal:	**$ 173,958.68**	
40000	520990		GLOBE CONSTRUCTION	20120042	$ 18,000.00	CONTRACT STREET MAINTENANCE
40000	520990		SCHROEDER ASPHALT SERVICES, INC	20120047	80,000.00	2012 SKIP PAVING PROGRAM
40000	580100	00506	HAMPTON, LENZINI & RENWICK, INC	20060027	3,961.98	RIGHT TURN LANE - LAMBERT RD
40000	580100	12002	PAVIA-MARTING & CO.	20120022	17,505.42	BRAESIDE DRAINAGE IMPROVEMENTS
40000	580100		BURNS & MCDONNELL	20100026	850.00	ENGINEERING SERVICES
40000	580100		WALTER DEUCHLER ASSOCIATES, INC.	20100041	6,400.30	NICOLL BRIDGE REPAIR/DESIGN
40000	580100		REZEK, HENRY, MEISENHEIMER, GENDE INC	20120026	15,419.19	LAKE ELLYN HYDROLOGIC/HYDRAULIC STUDY
40000	580155	11001	PAVIA-MARTING & CO.	20100039	240.75	CRESCENT BLVD SIDEWALK EXTENSION
40000	580155		GLOBE CONSTRUCTION	20120042	50,000.00	SIDEWALK PROGRAM
40000	580155		MARTAM CONSTRUCTION	20110031	1,826.96	2010 SIDEWALK PROGRAM
40000	580160	00505	CIVILTECH	20110020	5,255.15	ENGINEERING FOR RIFORD RD
40000	580160	00505	ILLINOIS STATE TREASURER	20110019	240,151.38	RIFORD RD CONSTRUCTION
40000	580160	00603	BROTHERS ASPHALT	20100002	72,980.43	STREET AND STORM SEWER PARK - GLEN ELLYN PLACE
40000	580160	00702	PIRTANO CONSTRUCTION	20120018	224,802.95	ELOG DRAINAGE/ROADWAY IMPROVEMENTS
40000	580160	00702	REZEK, HENRY, MEISENHEIMER, GENDE INC	20120017	13,680.96	ELOG DRAINAGE/ROADWAY IMPROVEMENTS
40000	580160	00902	CIVILTECH	20120003	14,167.04	ENGINEERING FOR SUNSET/TURNER
40000	580160	00902	R.W. DUNTEMAN COMPANY	20120002	91,296.30	SUNSET/TURNER CONSTRUCTION
40000	580160	00904	CIVILTECH	20110005	20,719.99	ENGINEERING FOR BRYANT AVE /THAIN IMPROVEMENTS
40000	580160	00904	MARTAM CONSTRUCTION	20110004	712,845.27	BRYANT AVE/THAIN'S IMPROVEMENTS
40000	580160	01016	CIVILTECH	20110003	6,652.28	ENGINEERING FOR PARK BLVD/SO LAMBERT LAPP
40000	580160	12001	ENGINEERING RESOURCE ASSOC INC	20120006	19,529.00	HAWTHORNE ROAD IMPROVEMENTS
				Capital Projects Fund Subtotal:	**$ 1,616,285.35**	
45000	521055		DEWBERRY, INC	20110046	$ 5,902.45	SPACE NEEDS ANALYSIS
45000	570105		CMS SOLUTIONS	20120043	14,295.50	PHONE SYSTEM REPLACEMENT
45000	570145		CMS SOLUTIONS	20120043	6,141.00	PHONE SYSTEM REPLACEMENT
45000	570125				26,000.00	FIRE STATION #1 GENERATOR (BUDGETED BUT NOT COMPLETED IN FY11/12)
				Facilities Maintenance Reserve Fund Subtotal:	**$ 52,338.95**	

ATTACHMENT A

VILLAGE OF GLEN ELLYN
SCHEDULE OF OPEN ENCUMBRANCES TO BE CARRIED FORWARD TO FY 12/13 ANNUAL BUDGET
AS OF APRIL 30, 2012

Account			Vendor	PO #	Open PO Amount	Description
50100	520985		ROBERT R. ANDREAS & SONS, INC	20120009	$ 7,951.98	FY 12 CONCRETE SPOT REPAIR
50100	521055		DIAMOND CORING, INC	20120008	8,610.00	PAVEMENT SAW CUTTING
50100	521055		WATER WELL SOLUTIONS	20110032	10,255.50	WELL #6 REHABILITATION
50100	580100	00505	CIVILTECH	20110020	1,000.00	ENGINEERING FOR RIFORD RD
50100	580100	00505	ILLINOIS STATE TREASURER	20110019	102,822.21	RIFORD RD CONSTRUCTION
50100	580100	00511	WALTER DEUCHLER ASSOCIATES, INC.	20060032	24,990.86	HILL AVE. WATERMAIN EXTENSION
50100	580100	00603	BROTHERS ASPHALT	20100002	7,529.69	WATER MAIN PARK - GLEN ELLYN PLACE
50100	580100	00702	PIRTANO CONSTRUCTION	20120018	21,215.45	ELOG DRAINAGE/ROADWAY IMPROVEMENTS
50100	580100	00702	REZEK, HENRY, MEISENHEIMER, GENDE INC	20120017	2,000.00	ELOG DRAINAGE/ROADWAY IMPROVEMENTS
50100	580100	00902	CIVILTECH	20120003	4,000.00	ENGINEERING FOR SUNSET/TURNER
50100	580100	00902	R.W. DUNTEMAN COMPANY	20120002	64,129.55	SUNSET/TURNER CONSTRUCTION
50100	580100	00904	CIVILTECH	20110005	6,429.99	ENGINEERING FOR BRYANT AVE /THAIN IMPROVEMENTS
50100	580100	00904	MARTAM CONSTRUCTION	20110004	203,833.26	BRYANT AVE/THAIN'S IMPROVEMENTS
50100	580100	12001	ENGINEERING RESOURCE ASSOC INC	20120006	3,000.00	HAWTHORNE ROAD IMPROVEMENTS
50100	580110		PETERSON & MATZ, INC	20120051	22,000.00	NPAS CHLORINATION REHAB
50200	520985		KOZ TRUCKING & SONS	20120007	8,693.47	MATERIAL HAULING
50200	520985		ROBERT R. ANDREAS & SONS, INC	20120009	10,257.32	FY 12 CONCRETE SPOT REPAIR
50200	521055		DIAMOND CORING, INC	20120008	5,900.00	PAVEMENT SAW CUTTING
50200	580100	00505	CIVILTECH	20110020	1,000.00	ENGINEERING FOR RIFORD RD
50200	580100	00505	ILLINOIS STATE TREASURER	20110019	161,480.85	RIFORD RD CONSTRUCTION
50200	580100	00511	WALTER DEUCHLER ASSOCIATES, INC.	20060032	37,087.10	HILL AVE. WATERMAIN EXTENSION
50200	580100	00603	BROTHERS ASPHALT	20100002	47,629.74	SANITARY SEWER PARK - GLEN ELLYN PLACE
50200	580100	00702	PIRTANO CONSTRUCTION	20120018	67,279.60	ELOG DRAINAGE/ROADWAY IMPROVEMENTS
50200	580100	00702	REZEK, HENRY, MEISENHEIMER, GENDE INC	20120017	1,000.00	ELOG DRAINAGE/ROADWAY IMPROVEMENTS
50200	580100	00902	CIVILTECH	20120003	3,500.00	ENGINEERING FOR SUNSET/TURNER
50200	580100	00902	R.W. DUNTEMAN COMPANY	20120002	35,048.29	SUNSET/TURNER CONSTRUCTION
50200	580100	00904	CIVILTECH	20110005	7,180.36	ENGINEERING FOR BRYANT AVE /THAIN IMPROVEMENTS
50200	580100	00904	MARTAM CONSTRUCTION	20110004	199,779.14	BRYANT AVE/THAIN'S IMPROVEMENTS
50200	580100	12001	ENGINEERING RESOURCE ASSOC INC	20120006	4,500.00	HAWTHORNE ROAD IMPROVEMENTS
50200	580100		INSTITUFORM TECHNOLOGIES USA, INC	20120048	300,000.00	SANITARY SEWER LINING
50200	580110		METROPOLITAN INDUSTRIES, INC	20120046	43,260.00	CONTROL PANEL SO PARK LIFT STATION
				Water & Sewer Fund Subtotal:	**$ 1,423,364.36**	
55700	521055		NATIONAL GOLF FOUNDATION	20120031	720.49	CONSULTING SERVICES
55700	570100		PERKINS, PRYDE & KENNEDY ARCHITECTS	20120039	78,325.00	VILLAGE LINKS MASTER PLAN DESIGN
55700	570100		V3 COMPANIES OF IL	20120040	114,169.56	VILLAGE LINKS MASTER PLAN DESIGN
55700	570135		GILL DESIGN, INC	20120038	22,400.00	VILLAGE LINKS MASTER PLAN DESIGN
55700	580110		ZIMMERMAN FORD	20120044	58,402.00	TRUCK PURCHASE
				Recreation Fund Subtotal	**$ 274,017.05**	

Grand Total: $ 3,539,964.39

A-6K

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Bob Greenberg, Utilities Superintendent

DATE: June 19, 2012

RE: Change Order # 2 Well # 6 Testing and Liner Installation Project

The purpose of this memorandum is to recommend Village Board approval of a change order with Water Well Solutions Elburn, Illinois Division to lower the pump an additional 100' from current 150'pumping level to a new pumping level of 250'. The resent Well #6 Testing and Liner Installation Project completed the original scope of work to install a new well casing liner to better protect the aquifer against surface water intrusion. However following liner installation, adequate pumping rates were not restored, apparently due to clogging of the water-bearing fissures in the limestone well formation. Additional steps, including acid treatments, air bursting and high volume flushing were performed to increase the flow rate of well 6. The chemical and physical treatments were only moderately successful and it will be necessary to lower the pumping level an additional 100' to make up for the lower specific capacity (replenishment rate) of well #6.

BACKGROUND

In 2008, 2009 and 2010 while in active standby status, Well #6 has periodically tested positive for coliform bacteria, and on a few occasions, tested positive for the more serious pathogen fecal coliform. Currently the well is off line until all issues are resolved. The Illinois EPA is being regularly updated on the status of Well #6.

In March 2009 an initial contract with Water Well Solutions was approved by the Village Board to rehabilitate Well No. 6. That project employed a well treatment technique consisting of air-burst cleaning and disinfection. The project also involved significant well pumping and pipe column equipment replacement due to age and deteriorated condition. The total cost of that project was $70,500. Following completion of the project, initial monthly water sampling showed good water quality; unfortunately, samples early in 2010 marked the reappearance of coliform bacteria and, eventually, the onset of fecal-positive results.

Further investigations in 2010 indicated that the sources of the contamination were likely from surface water and relatively shallow groundwater that enters the pumping zone due to the current depth of the main protection casing pipes and failures in the existing grout seals between the casings. A strategy was developed to extend the casing pipe and provide new grout seals from the surface to the depth of the new casing. Please note the attached schematics for Well #6 depicting the proposed project efforts and various well configurations.

In October 2010 the Village Board approved a contract with Water Well Solutions to implement a two step well liner installation project. The first step in the proposed process was to perform both water quality and quantity testing at a deeper location within the existing well using a temporary isolation bladder, a procedure referred to as packer testing (see Schematic A). If step one was successful, a permanent liner system would then be installed (see Schematic B). Costs for the packer testing were estimated to be about $24,000. Costs for the permanent liner installation would amount to about $48,000. Including a 20% contingency, project funding in the amount of $86,000 was established.

The testing and information gathering portion of the project took place in November 2010 through December 2010 and the tests performed indicated that good water quality and adequate pumping rates could be obtained from the lower strata of the well. Following submittal of needed paperwork to IEPA for a well construction permit and permit issuance, the actual installation of the liner took place in July and August of 2011.

Following liner placement, the original well pump was re-installed and tested. Initial pumping tests were discouraging, with sustained rates of only about 300 gallons per minute achieved. Water Well Solutions suspected that the some of the materials of construction migrated into the water bearing fissures in the limestone strata, greatly diminishing the ability of the aquifer to deliver water to the well.

In September of 2011 after reviewing the recommendations of Water Well Solutions and a second well contractor (Layne-Christensen), staff requested and was granted a change order in the amount of $60,000 to fund the acidizing and air bursting of the well. In November of 2011 in an attempt to restore flow performance and specific capacity to pre-project levels a series of acid treatments, air bursting (similar to ultrasound), and surge flushing were performed in an effort to remediate the excess materials from the fissures. These remediation attempts were only marginally successful resulting in only about a 10% increase in flow capacity.

Over the winter no additional work was done to the well as it is traditional not to work on wells in the winter unless it is absolutely necessary. During this time and into the spring staff discussed our two most viable options which include abandoning the well for $15,000 or lowering the pump an additional 100' within the well from a pumping level of 150' to a pumping level of 250' for $26,000. Staff opted to lower the pump an additional 100' to compensate for the low specific capacity or regeneration rate of the well by increasing the shear depth of water over the pump head. A test pump set at 250' yielded a sustainable flow of 800 gallons per minute. While this is not the hearty flow rate of 1400 GPM that the well formerly put out, it is substantial enough to supplement the 1350 GPM of well #5 bringing up our maximum combined well flow capacity to 3.1 million gallons per day. This is .4 million over our average day of 2.7 million gallons per day.

ISSUES

Over the past three years the Village of Glen Ellyn has committed $215,000 to the overall rehab of well# 6. Assuming Change Order #2 is approved, an additional $21,000 will be added to the

overall cost of the project. This is a substantial investment that has not given us all that we were hoping to get in return. In the end we have a well that is now safe from surface water contaminants but is only a marginally effective as a producer. The bottom line is that for $15,000 we can abandon the well to IEPA standards or for $26,000 we can have a well that on it's own is not a large producer but when run in conjunction with well #5 will produce 3.1 million gallons which is .4 million over Glen Ellyn's average day of 2.7 million gallons.

RECOMMENDATION

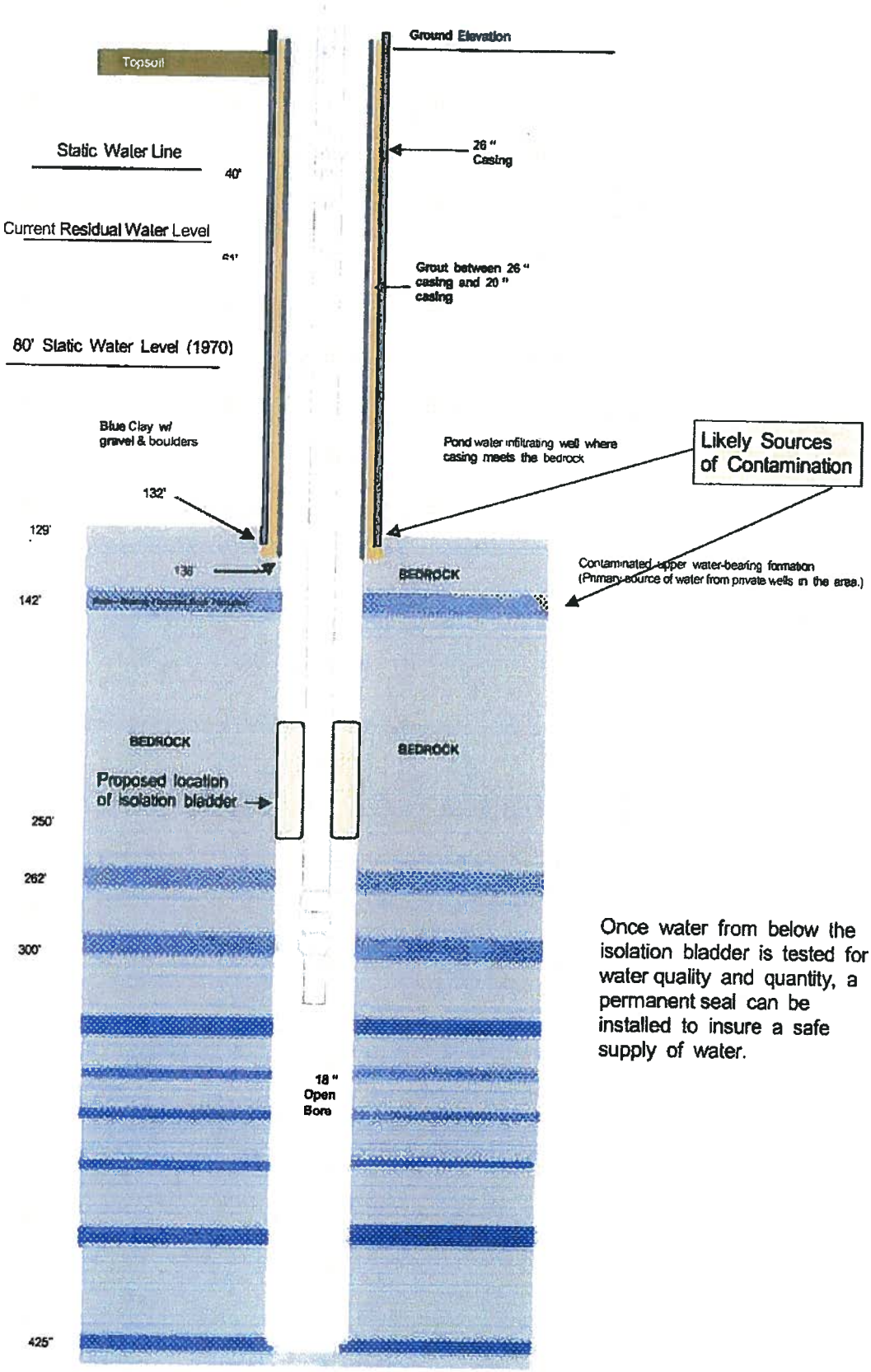
Well Water Solutions proposes to modify the six stage pump that we currently have to a nine stage pump and lower the pumping level from 150' to 250' providing us an additional 100' of head to pump down so that we can increase the flow from 300 GPM to 800 GPM. The total cost for the labor and material is $26,129.00, (please see attached proposal). Change order #1 has a balance of $10,000 remaining. Including a 20% contingency I am requesting the total amount of $21,000 for Change Order #2.

Staff recommends approval of Change Order No. 2. Staff has discussed the current Well #6 situation with another reputable well drilling company (Layne-Christensen) and their approach to the problem would be similar in many respects to Water Well Solutions and at a comparable price point. The Village team has spoken at length with Water Well Solutions and all parties believe that based on the results of test pump trial runs at 250', the modifications as specified by Water Well Solution will increase the pumping rate of well #6 from 300 GPM to 800 GPM.

cc: Julius Hansen, Public Works Director
Kristen Schrader, Assistant to the Village Manager – Administration
Gary Bach, Senior Plant Operator

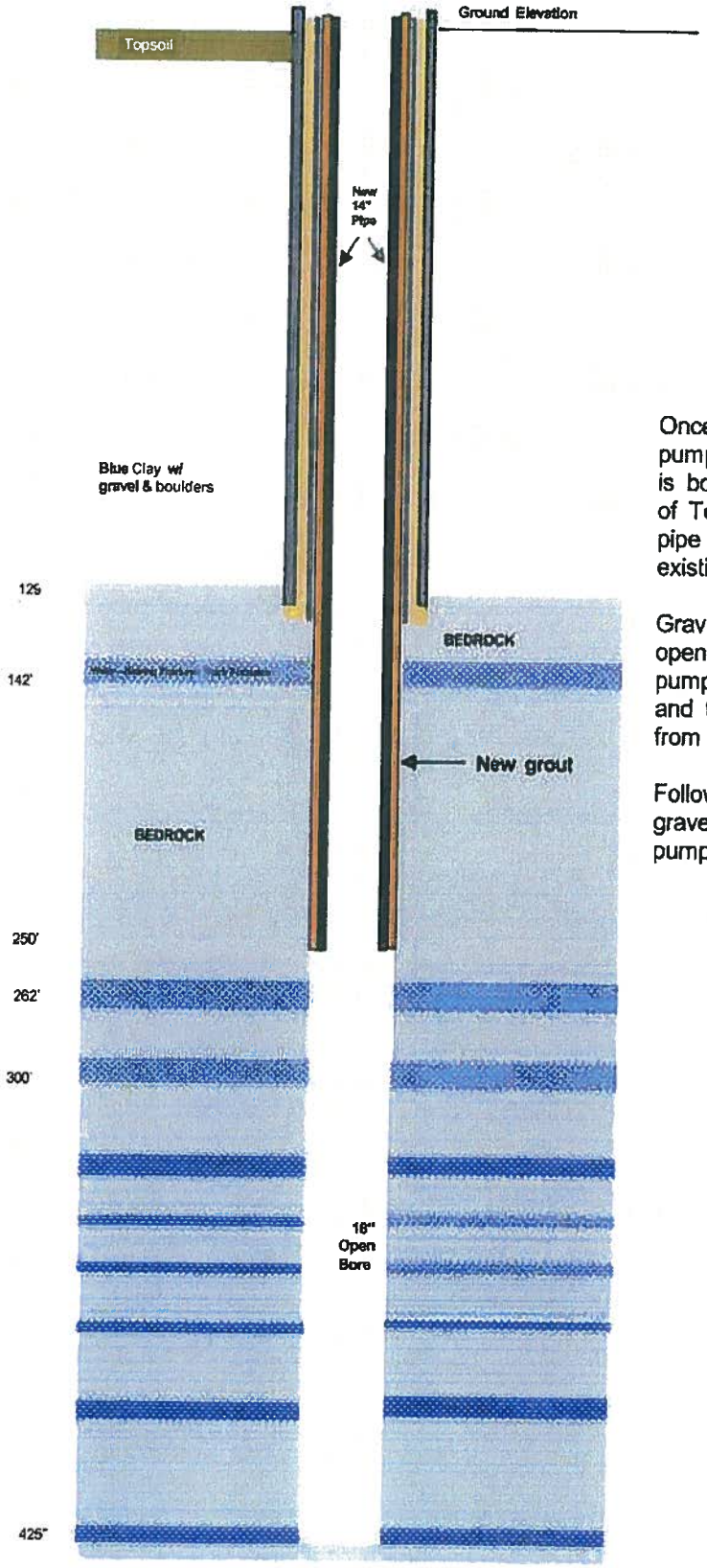
X:\Publcwks\ENGINEER\Plant Operations\Wells\CO#1 to Well #6 Testing and Liner Installation Memo.dot

Well # 6 Schematic A



Once water from below the isolation bladder is tested for water quality and quantity, a permanent seal can be installed to insure a safe supply of water.

Well # 6 Schematic B



Once it is determined that water pumped from below the 142' level is both sufficient in quantity and free of Total and Fecal Coliforms, a 14" pipe can be centered inside the existing well.

Gravel will be used to fill the 18" open bore hole while grout is pumped between the new 14" pipe and the bedrock and 20" casing from the bottom up.

Following a grout curing period, the gravel will be removed and the well pump replaced.

Water Well Solutions

April 24, 2012

Mr. Robert Greenburg
Village of Glen Ellyn
30 S. Lambert Road
Glen Ellyn, Illinois 60137

RE: Well No. 6

Dear Bob:

After completing the Airburst® on the well it is now able to produce 830 with about 40 feet of water over the pump with the pump set at 250 feet below grade.

Based on the results of the treatment we recommend the existing pump have 3 stages added to allow the pump to produce 800 GPM at 274' total dynamic head. We also recommend the pump be installed to a depth of 250 feet which would be 100 feet deeper than the current pump setting. This would allow the well to be pumped into the system at 800 to 850 GPM should the well be needed as a water supply in the event of failure of the Lake Michigan supply.

At 800 GPM for a 24 hour period the total water pumped would equate to 1.252 MGD. With Well No. 5 also in production at 1,350 GPM this would be an additional 1.944 MGD for a total of just less than 3.1 MGD. Based on our recent conversation the average daily usage is 2.7 MGD with a peak of around 4 MGD. The two wells would more than meet the average daily usage of the Village.

We are also providing an option to deepen the pump with reconditioned components. Unfortunately, since we originally quoted the reconditioned components we have sold all our used Layne and Bowler 12T impellers and bowl housings.

- Reconditioned 10" x 1 11/16" epoxy coated column assembly with 416 stainless steel lineshafts, sleeves and couplings. The pipe will be sandblasted and epoxy coated with new epoxy coating. The lineshaft bearing sleeves will also be new as will the rubber lineshaft bearings.

  10 – 10 Foot Sections @ $1,115.00/Ea.....$11,150.00

- ***New*** 12 THC cast iron pump stages with bronze impellers, stainless steel collets, and bronze wear ring and bushing. Each stage will have a new bronze bowl bushing and new wear ring.

  3 Each @ $1,485.00/Each.....$4,455.00

Water Well Solutions Illinois Division, LLC * 44W158 Keslinger Road B * Elburn, IL 60119
Toll Free: (888) 769-9009 * Fax: (920) 474-4771 * Web: www.wwssg.com

Water Well Solutions

- New stainless steel impeller shaft for a 9 stage pump (current pump has a shaft for 6 stages). 1 Each @ $774.00/Each.....$774.00

- Shop labor to disassemble pump and reassemble with new longer shaft and additional stages.....$1,650.00

Total Cost for Reconditioned Components.....$18,029.00

- Cost to pull existing test pump and install permanent pump to a depth of 250 feet with new airline.....$8,100.00

Total Cost for Labor and Materials.....$26,129.00

When the pump is reinstalled we would also shorten the PVC suction by 100 feet to allow for the suction to remain near the bottom of the well. We would require about 3 to 4 weeks to acquire the new components and about 2 weeks to recondition the used components for installation.

If you have any questions, or would like to meet to discuss the project please do not hesitate to contact us.

Sincerely,
WATER WELL SOLUTIONS ILLINOIS DIVISION, LLC

Timothy L. Kelly
Vice President

Water Well Solutions Illinois Division, LLC * 44W158 Keslinger Road B * Elburn, IL 60119
Toll Free: (888) 769-9009 * Fax: (920) 474-4771 * Web: www.wwssg.com

A-6L

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kristen Schrader, Assistant to the Village Manager – ADM

DATE: June 20, 2012

RE: Comcast Cable Franchise Renewal

Background

Current cable service providers in the Village include Comcast, Wide Open West and AT&T. Comcast is currently the only cable provider with a local government franchise agreement in the Village. Wide Open West opted not to renew their local government franchise agreement with the Village in 2011, and instead created a state-wide franchise agreement. AT&T also serves portions of the Village with its U-Verse service, via a state-wide franchise agreement.

Local government cable franchise agreements provide a variety of protections to local governments and their residents that ensure construction, service and operational standards are met by cable service providers. The Village's most recent franchise agreement with Comcast expired in April 2012 after 15 years, and renewal should be considered to continue to meet the community's cable-related needs.

Issues

In 2010, the Metropolitan Mayors Caucus engaged in discussions with Comcast to develop a franchise agreement template in order to assist municipalities with their renewal process. The template became available in late 2010, and the Village began negotiations with Comcast in the early fall of 2011 based on the current franchise expiration. Development of this franchise template was a key resource for the Village, and greatly assisted in the negotiation process for the Village. The template was not intended as final agreement however; and portions of the franchise agreement required separate Village discussions with Comcast, including the Public Education and Government Access section (PEG).

After several rounds of discussions between the Village and Comcast with the assistance of Village Attorney Adam Simon, the Village is now pleased to present the attached proposed franchise renewal agreement. Attorney Simon has reviewed the final terms of the agreement and is comfortable that the terms meet the current and future cable needs of the Village. Attorney Simon has also prepared the attached supplemental memorandum information, which provides a detailed summary of the principle terms of the proposed agreement, as well as their impacts to the community.

In summary, the new franchise term is 10 years, and is non-exclusive in nature. It preserves construction, service, operational, and customer service standards and penalty provisions for non-performance. The agreement further provides for continued payment of franchise fees to the Village in the amount of 5% and also ensures Comcast's continued support of Glen Ellyn's local cable access channel for Board meeting broadcasts and other community-based programming.

Action Requested

The Village Board is requested to review and consider the proposed ordinance approving a franchise agreement renewal with Comcast at the June 25, 2012 Village Board Meeting.

> An Ordinance approving a renewed cable television franchise agreement between the Village of Glen Ellyn, Illinois and Comcast of Illinois, V, Inc.

Attachments

- Supplemental Memorandum Information – Village Attorney Adam Simon
- Proposed Ordinance
- Proposed Franchise Agreement

Ancel Glink | Diamond Bush DiCianni & Krafthefer

A Professional Corporation
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
www.ancelglink.com

Adam B. Simon
asimon@ancelglink.com
(P) 847.247.7400 ext. 5440
(F) 847.247.7405

MEMORANDUM SUPPLEMENT FROM VILLAGE ATTORNEY SIMON

To begin, it is important to understand that the business and legal context in which the Village has negotiated the franchise is substantially different from when the former franchise was granted. When the most recent franchise was negotiated there were more cable operators competing for the Village's business. Consequently, operators were more willing to provide products and services for free in lieu of reimbursing themselves by adding charges to subscriber bills or taking credits against the franchise fee. With consolidation of the cable industry and increased competition from other video services, this business model has largely vanished.[1]

Buttressing the shift in cable company business practices is the changing legal environment. The Federal Communications Commission has released rulemakings, applicable to both incumbents and new entrants to the video services market, regarding the franchise negotiation and renewal process that more narrowly describe the scope of municipal discretion and authority. Unfortunately, these rulings have withstood judicial scrutiny and currently stand as the basis for the parties' respective negotiating power. To avoid engaging in a tangent that would eclipse the purpose of this memorandum, I would prefer to respond to specific questions regarding the affect of these rulemakings. However, for those who are interested in the specific findings which are relevant to the Village, I have attached a summary as an attachment to this memorandum.

Below, I have highlighted the principal terms of the franchise and explained where the new state video franchising law has preempted local government authority.

Grant of Authority: This is a non-exclusive franchise, as required by law. The term of the franchise is for ten (10) years. While the franchise agreement addresses the terms and conditions of the Village's regulation of Comcast for cable purposes, it also preserves the Village's authority to adopt generally applicable ordinances which also may apply to Comcast in exercise of its police powers.

Construction Standards: The Village's generally applicable right-of-way management ordinance, adopted in 2007, shall apply to Comcast's installation and maintenance of facilities in the rights-of-way. This same ordinance applies with equal force to the placement of any other utility facilities in the rights-of-way. The franchise also contains a preference for placing their new facilities underground.

[1] Although there is effectively only one cable operator now, Comcast faces more robust competition from direct broadcast satellite, WOW and AT&T. This competition forces Comcast to keep margins low, thereby providing additional pressure to avoid providing free or supplemental services.

PEG Channels and Support: The Village has reserved capacity for two Government, Education and Public Access Channels (collectively, referred to as "PEG channels") to broadcast noncommercial governmental, educational and public access programming.

For PEG support, the agreement describes the process by which the Village can request financial support for capital improvements to its cable-related equipment, including the tools to broadcast directly from the Board Room or another government-owned facility. Importantly, Comcast can and will pass-on the cost of any capital expenditures to local subscribers, although the Agreement places conditions on the amount of the pass-through.

This section highlights the changes resulting from the new business and legal environment. Before, Comcast remitted 1% of gross revenues on a quarterly basis to support PEG capital and operating costs. Now, the proposed franchise requires the Village to limit the uses of PEG support payments to capital expenditures – operational expenses paid by Comcast would now be considered a credit against the franchise fee. Furthermore, Comcast has asked the Village to limit the monthly incremental expense, if applicable, due to the price sensitivity it faces in the competitive marketplace.

The Village is granted authority to utilize the cable system to broadcast local emergency alerts for events such as a boil order or an isolated environmental hazard. Depending on whether or how the Village adopts and implements some form of Reverse 9-1-1 or other emergency notification system, this may or may not be exercised in the same manner as in the past.

Financial Terms: As before, the Village will receive a franchise fee equal to five percent (5%) of Gross Revenues. The franchise fee is paid on a quarterly basis. In the event the governing law is ever amended to permit a higher franchise fee the agreement allows the Village to implement that authority unilaterally. Conversely, if an amendment requires a reduction in the franchise fee, the Agreement will be modified accordingly.

The Village is granted the right to audit Comcast's books and records subject to the provisions of Section 11-42-11.05 of the Illinois Municipal Code, which was recently enacted in 2010.

Customer Service Regulation: The Cable and Video Customer Protection Law, Public Act 95-9, which was enacted in 2007 and adopted by the Village in 2007, preempts all local franchise agreements in favor of a uniform set of customer service standards, credits and privacy protections. Accordingly, the agreement adopts the terms of the Law by specific reference. The standards which will affect the resident's experience with Comcast are no less stringent than the federal customer service standards and, in some cases, exceed such guidelines.

The Law also contains requirements for the provision of basic cable and video service to local governments, including the Village's facilities and buildings owned by coterminous local governments. This requirement is also incorporated by reference.

Enforcement: In the event of a breach of the agreement by Comcast it is granted 30 days to cure a violation for which it receives written notice from the Village. If Comcast is in default, the Village may elect to obtain specific performance, declaratory judgment, injunctive relief or any other remedy available at law. For severe or repeat violations, the Village may engage in revocation proceedings which are described in the agreement.

If there are any other provisions or issues which you would like to specifically discuss, please pass on your thoughts to Kristen Schrader so that I can prepare a supplemental memorandum to respond to such questions.

SUMMARY OF FCC RULEMAKING ON

CABLE FRANCHISE CONDITIONS AND NEGOTIATIONS

Franchise Fee Findings

The FCC determined that a Local Franchise Authority's (LFA) refusal to grant a competitive franchise because of an applicant's unwillingness to agree to a variety of franchise fee requirements that are impermissible under Section 622 of the Act constitutes an unreasonable refusal to award a competitive franchise within the meaning of Section 621(a)(1).

The FCC indicated that its findings interpreting Section 622 should apply equally to incumbent operators and new entrants. Section 622 does not distinguish between incumbent providers and new entrants. As a result, to the extent that a franchise-fee requirement is found to be impermissible under Section 622, that statutory interpretation applies to both incumbent operators and new entrants.

The relevant findings from the First Report and Order that apply to incumbent providers include the following: (1) our clarification that a cable operator is not required to pay cable franchise fees on revenues from non-cable services; (2) our finding that the term "incidental" in Section 622(g)(2)(D) should be limited to the list of incidentals in the statutory provision, as well as other minor expenses, and that certain fees are not to be regarded as "incidental" and therefore must count toward the 5 percent franchise fee cap; (3) our clarification that any municipal projects requested by LFAs unrelated to the provision of cable services that do not fall within the exempted categories in Section 622(g)(2) are subject to the statutory 5 percent franchise fee cap; and (4) our finding that payments made to support the operation of PEG access facilities are considered franchise fees and are subject to the 5 percent cap, unless they are capital costs, which are excluded from franchise fees under Section 622(g)(2)(C).

PEG Findings

The finding that non-capital costs of PEG requirements must be offset from the cable operator's franchise fee payments is applicable to incumbents because it was based upon the FCC's statutory interpretation of Section 622 of the Act. Again, nothing in the language or structure of that provision distinguishes between different classes of providers, and thus the interpretation applies to all providers. Similarly, both the FCC's refusal to adopt standard terms for PEG channels for new entrants as well as its refusal to hold that it is per se unreasonable for LFAs to require the payment of ongoing costs to support PEG by new entrants (so long as such support costs as applicable are subject to the franchise fee cap) apply to incumbents as well.

Sections 611 and 626 provide a process for requiring PEG carriage and determining a community's future cable-related needs and interests. Section 626 requires that an LFA

identify "future cable-related community needs and interests" prior to the consideration of a franchise renewal proposal. Therefore, LFAs are to evaluate their current and future PEG needs at the time of an incumbent provider's renewal, and are allowed to request such PEG support from their providers, within the limits of the Act and the Commission's statutory interpretation.

Non-Cable Regulation Findings

The "Mixed-Use Networks" section of the First Report and Order also applies equally to incumbents and new entrants. Specifically, the FCC clarified that LFAs' jurisdiction under Title VI over incumbents applies only to the provision of cable services over cable systems and that an LFA may not use its franchising authority to attempt to regulate non-cable services offered by incumbent video providers. For example, the provision of video services pursuant to a cable franchise agreement does not provide a basis for customer service regulation by local law or franchise agreement of a cable operator's entire network, or any services beyond cable services.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A RENEWED CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF GLEN ELLYN, ILLINOIS AND COMCAST OF ILLINOIS, V., INC.

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn received a request from Comcast to renew its nonexclusive franchise to provide Cable Service in the Village; and

WHEREAS, the Village has reviewed Comcast's performance under the prior franchise; has identified the future cable-related needs and interests of the community; has considered the financial, technical, and legal qualifications of Comcast; and has determined whether Comcast's plans for constructing and operating its Cable System are adequate; and

WHEREAS, based upon the outcome of such review, the President and Board of Trustees believe a renewed Franchise Agreement with Comcast would be in the best interest of the citizens of the Village of Glen Ellyn; and

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn have reviewed and accepted the provisions of the Franchise Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, IN EXERCISE OF ITS HOOME RULE POWERS as follows:

SECTION ONE: The President and Village Board of Trustees of the Village of Glen Ellyn accept the provisions of the Franchise Agreement attached hereto as Exhibit "A" and made a part hereof.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute the Franchise Agreement attached hereto and made a part hereof.

SECTION THREE: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2012.

AYES:

NAYES:

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

CABLE TELEVISION FRANCHISE AGREEMENT

BY AND BETWEEN

The

VILLAGE OF GLEN ELLYN, ILLINOIS

And

COMCAST OF ILLINOIS V, INC.

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Glen Ellyn, Illinois (hereinafter, the "Village") and Comcast of Illinois V, Inc. (hereinafter, "Grantee") this ____ day of _____, 2012 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois V, Inc.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium

and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001),* and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not "home schools."

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities, and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance (Title 8, Chapter 6 of the Glen Ellyn, Illinois Village Code), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Village" means the Village of Glen Ellyn, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. _____, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6 Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 8, Chapter 6 entitled "Construction of Utility Facilities in Rights of Way," of the Glen Ellyn, Illinois Village Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.4. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.7. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.,* and enforcement provisions are included in Title 3, Chapter 37 of the Glen Ellyn, Illinois Village Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq*., and Title 3, Chapter 37 of the Glen Ellyn, Illinois Village Code.

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the

Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General

under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 8-6-8 of the Glen Ellyn, Illinois Village Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees

and costs of suit or defense, arising from the Grantee's construction and operation of its Cable System within the Village. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village utilizes two (2) PEG Channels.

8.1.1. Additional PEG Capacity. At its discretion, the Village may request an additional PEG Channel; provided, however, the Village must demonstrate that the Threshold Use Requirement is satisfied for both existing channels. For the purposes of this Agreement, the term "Threshold Use Requirement" means that the initial PEG Channel shall be programmed by the Village at least eight (8) hours per day with non-repetitive, non-character generated, locally produced video programming, Monday through Friday, for a minimum of six (6) consecutive months. The Village shall provide the Grantee with written documentation evidencing that the Threshold Use Requirement is being satisfied. In the event the activation of the additional PEG Channel involves the creation or modification of an Origination Point pursuant to Section 8.5 of this Agreement, the Grantee agrees to submit a cost estimate to activate the additional PEG Channel to the Village and the Village may accept or decline Grantee's cost estimate in the Village's sole discretion. After an agreement to reimburse the Grantee the costs pertaining to an Origination Point, the Grantee shall proceed to activate the PEG Channel within one hundred twenty (120) days following agreement. In the event there are no such costs, the Grantee will activate the additional PEG Channel within one hundred twenty (120) days of the Village's provision of documentation described above and request for activation of the Channel.

8.1.2. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a PEG Channel, the Grantee may utilize the PEG Channel for its own purposes. Grantee may program unused time on a PEG Channel subject to

reclamation by the Village upon no less than one hundred twenty (120) days notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

8.2. Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of the PEG Access Channel(s) in accordance with 47 U.S.C. § 531.

8.3. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.4. Allocation and Use of PEG Channel(s).

8.4.1. By Village. The Grantee does not relinquish its ownership of a channel by designating it for PEG use, as is consistent with 47 U.S.C. § 531(e). However, the PEG Channels are, and shall be, operated by the Village and/or its designee, and the Village may at any time allocate or reallocate the usage of the PEG Channel(s) among and between different uses and users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Access Channel(s) except to the extent permitted in 47 U.S.C. § 531(e).

8.4.2. By Grantee. The Village shall adopt rules and procedures under which the Grantee may use the PEG Channel(s) for the provision of Video Programming if the PEG Channel(s) are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6 PEG Capital Support. At any time after the Effective Date of this Agreement, the Village may make a written request for the Grantee to make payments for, or in support of the use of, public, educational, or governmental access facilities pursuant to Section 622 (g)(2)(C) of the Cable Act (47 U. S. C. 542(g)(2)(C)), provided that such request is for not more than $0.35 per month per direct pay Basic Cable Subscriber.

8.6.1. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the duration of the time over which such payments are requested to be made (the "Plan and Notice"). Grantee shall have sixty (60) days to review and make recommendations upon the Village's Plan prior to agreeing to pay to the Village the requested amount, provided the Grantee's review shall only be for the purpose of determining that the expenses are for capital purposes for PEG access and the proposed facilities and/or equipment are compatible with Grantee's Cable System. The Village acknowledges that Grantee is permitted to and, in the event of such request, shall add a PEG access external charge on each direct pay Subscriber's bill for Basic Service, provided, however, that Grantee shall first give the Village no less than 30 days advance written notice of its intent to do so and the amount of such charge per subscriber per month. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) days of the Village's written request

8.6.2. During the term of this Agreement, the Grantee shall make the PEG capital payments at the same time and in the same manner as Franchise Fee payments. Said payments shall continue until such time as the amount set forth in the Plan and Notice has been remitted. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in the subsequent franchise renewal. The Grantee shall terminate the PEG access capital payment within one hundred twenty (120) days of a written request by the Village Board to do so, or at such time as the agreed-upon amount set forth in the Plan and Notice has been satisfied.

8.6.3. For any payments owed by Grantee in accordance with this Section 8.6 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Company, or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.6.4. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Title 3, Chapter 37 of the Glen Ellyn, Illinois Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Title 8, Chapter 6 of the Glen Ellyn, Illinois Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such

remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:	To the Grantee:
Village of Glen Ellyn	Comcast
535 Duane Street	155 W. Industrial Drive
Glen Ellyn, Illinois 60137	Elmhurst, Illinois 60126
ATTN: Village Manager	ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Glen Ellyn:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Illinois V, Inc.:

By: _____

Name: _____

Title: _____

Date: _____

A-7

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director SRH by MJS
Michele Stegall, Village Planner MJS

DATE: June 19, 2012

FOR: June 25, 2012 Village Board Meeting

SUBJECT: 22W600 Butterfield Road and 3S020 Park Boulevard
Annexation Agreements and Zoning Map Amendment

Background: School District 89 and the Village Theatre Guild, owners of property located at 22W600 Butterfield Road and 3S020 Park Boulevard are requesting approval to enter into annexation agreements with the Village in order to allow the continued use of Village water and sanitary sewer. Both properties previously entered into annexation agreements with the Village on November 22, 1982. These agreements had a term of 10 years and expired on November 22, 1992. The Village maintains a policy that all unincorporated properties receiving Village utilities have valid annexation agreements. In accordance with this policy, staff has been working over the last few years to renew expired annexation agreements in unincorporated Glen Ellyn where properties are connected to Village water and/or sanitary sewer. The School District and Theatre Guild were contacted in 2011 to discuss the possibility of entering into new annexation agreements with Glen Ellyn and have since been cooperating with the Village to negotiate new agreements.

The subject properties are located at the northwest corner of Butterfield Road and Park Boulevard and are zoned DuPage County O Office District. The properties are not currently contiguous to the Village limits. The property at 22W600 Butterfield Road is developed with the administrative office for School District 89 and the property at 3S020 Park Boulevard is developed with the Village Theatre.

Among other things, the proposed annexation agreements provide for the following:

1. Require the properties to be annexed to Glen Ellyn upon becoming contiguous to the Village limits.

2. Allow the properties to continue to be served by Glen Ellyn water and sanitary sewer.

3. Designate the properties for C2 Community Commercial district zoning upon annexation. In order to designate a future commercial zoning district in the agreements, the Village Board will need to act on a zoning map amendment.

In consideration of the School District's cooperation in renewing their annexation agreement, Public Works staff also replaced a leaking fire hydrant on the School District's property which resulted in significant cost savings to the School District for this work (see attached letter).

Plan Commission Recommendation: At a public hearing on April 12, 2012, the Plan Commission considered the proposed zoning map amendment to zone the properties C2 Community Commercial district upon annexation to the Village. No members of the public spoke at the hearing either in favor of or in opposition to the request. By a vote of 10-0, the Plan Commission recommended approval of future C2 Community Commercial district zoning of the properties as called for in the proposed annexation agreements.

Village Board Action: The Village Board should conduct a public hearing on the proposed annexation agreements at the June 25, 2012 meeting. Upon the conclusion of the hearing, the Village Board is requested to act on the proposed annexation agreements and zoning map amendment. Ordinances approving the attached annexation agreements and a C2 zoning map amendment have been prepared for the Board's consideration.

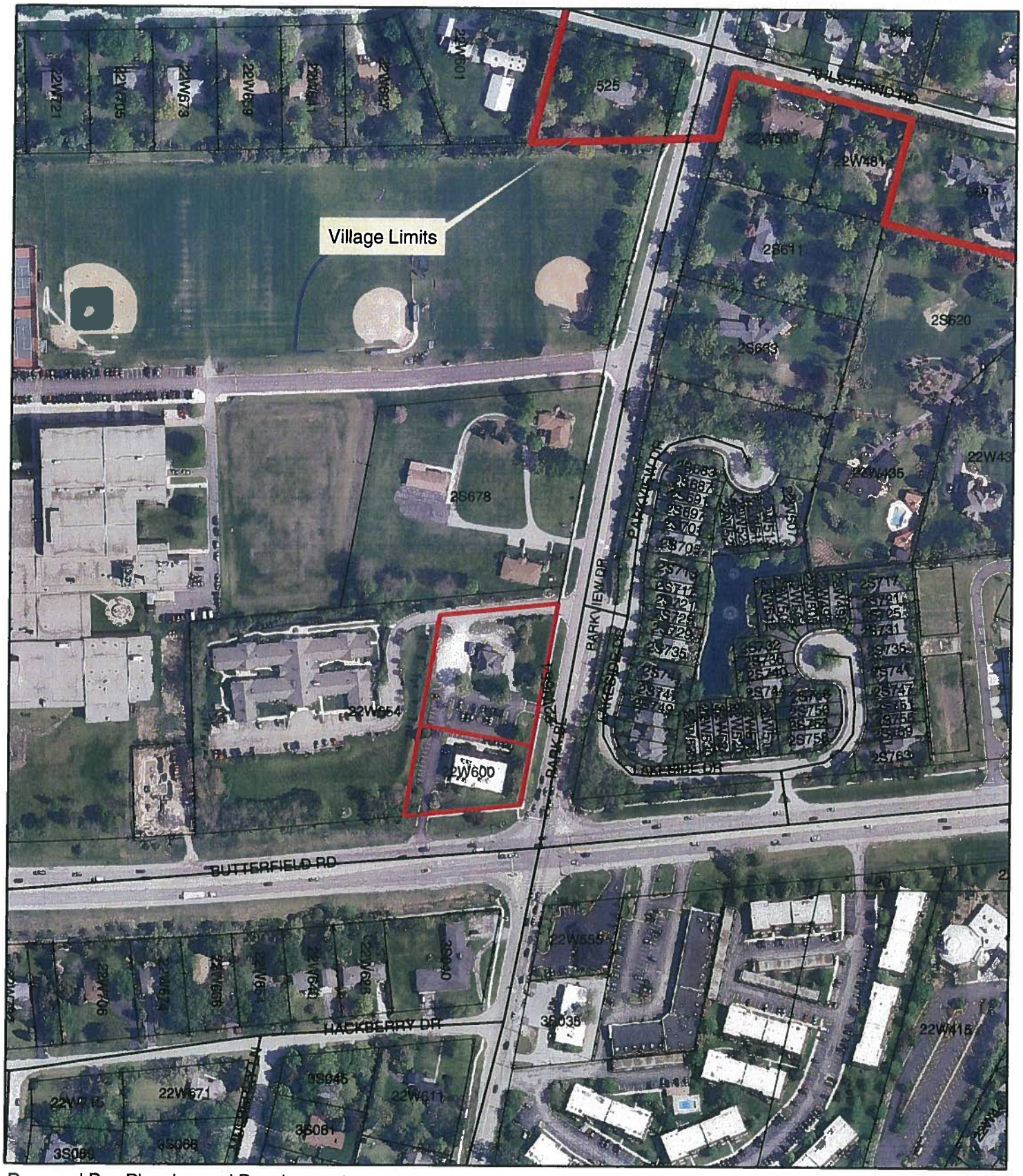
Attachments:

- Aerial Photo
- Letter from Directors Hansen and Hulseberg dated February 15, 2012
- Draft Minutes from April 12, 2012 Plan Commission Meeting
- School District 89 Zoning Map Amendment Application
- Village Theatre Guild Zoning Map Amendment Application
- Ordinance Approving Annexation Agreements (w/agreements attached)
- Ordinance Approving Zoning Map Amendment

cc: Julius Hansen, Public Works Director

X:\Plandev\PLANNING\ANNEXATIONS\butterfield22W600\VB Memo 061812.doc

22W600 Butterfield Road and 3S020 Park Boulevard



Prepared By: Planning and Development
Date: June 18, 2012

0 175 350 700 Feet

N

February 15, 2012

Dr. John Perdue, Superintendent
School District 89
22 W 600 Butterfield Road
Glen Ellyn, IL 60137

Re: Proposed Fire Hydrant Replacement at School District 89 Administration Center

Dear Dr. Perdue:

At the request of the School District and in consideration of the cooperation of the School District in entering into an annexation agreement for the District 89 Administrative Offices located at 22W600 Butterfield Road, the Village of Glen Ellyn is willing to replace the leaking private fire hydrant in the parking lot on the property. The Village is willing to assist the School District by performing this work at a considerable savings. The Village estimates that the cost to hire a contractor to complete this work would be approximately $5,000. The Village is willing to perform the work on the School District's private property subject to the conditions listed below.

- The Village will replace the existing fire hydrant in the parking lot in a slightly modified location at a not-to-exceed cost to District 89 of $2,000. District 89 shall remit payment to the Village of Glen Ellyn within 45 days of the completion of the work.
- The District formally grants permission to the Village to access the property and perform the hydrant replacement, including restorations.
- After the repair, the District will be responsible for the ongoing maintenance of all portions of the building water service, including the hydrant.
- The Village assumes no responsibility for this private hydrant or water service and any future repairs or modification to the hydrant or building water service will be done at the District's sole expense.
- The hydrant on the property will not be abandoned or modified at any time in the future without the knowledge and concurrence of the Village of Glen Ellyn.

We appreciate the ability to work with the School District on the future annexation of the Administrative Offices and to continue our history of successful intergovernmental cooperation. If you agree with the above terms, please countersign below and return the original to the Village. Should you have any questions, please contact Staci Hulseberg at 630-547-5240.

Sincerely,

Julius Hansen
Public Works Director

Staci Hulseberg
Director of Planning and Development

CIVIC CENTER 535 DUANE STREET GLEN ELLYN, ILLINOIS 60137 630.469.5000 FAX 630.469.8849

C: Mark Franz, Village Manager
Bob Minix, Village Professional Engineer
Michele Stegall, Village Planner

The foregoing contains the entire agreement between the parties hereto, and the terms herein are contractual and not a mere recital.

SIGNED this 17th day of Feb., 2012.

SIGNATURE:

Maureen A Jones
(Signature)

Maureen A. Jones
(Print Name)

Asst. Superintendent for Finance + Operations
(Title)

DRAFT
PLAN COMMISSION
MINUTES
APRIL 12, 2012

The meeting was called to order by Chairman Julie Fullerton at 7:31 p.m. Plan Commissioners Craig Bromann, Todd Buckton, Tim Elliott, Erik Ford, Jeff Girling, Tracy Heming-Littwin, Heidi Lannen, Jay Strayer and Lyn Whiston were present. Plan Commissioner Ray Whalen was excused. Also present were Village Planner Michele Stegall and Recording Secretary Barbara Utterback.

Chairman Fullerton explained the Plan Commission meeting procedures and stated that on the agenda were two public hearings regarding a zoning map amendment for 22W600 Butterfield Road and 3S020 Park Boulevard and a pre-application meeting regarding Oberweis at 515 Roosevelt Road.

* PUBLIC HEARING – 22W600 BUTTERFIELD ROAD AND 3S020 PARK BOULEVARD.
A REQUEST FOR APPROVAL OF A ZONING MAP AMENDMENT TO ZONE THE PROPERTIES AT 22W600 BUTTERFIELD ROAD AND 3S020 PARK BOULEVARD TO THE C2 COMMUNITY COMMERCIAL DISTRICT UPON ANNEXATION TO THE VILLAGE OF GLEN ELLYN. THE SUBJECT PROPERTIES ARE LOCATED IN UNINCORPORATED DUPAGE COUNTY AT THE NORTHWEST CORNER OF BUTTERFIELD ROAD AND PARK BOULEVARD AND ARE ZONED DUPAGE COUNTY O OFFICE DISTRICT. THE PROPERTIES ARE CURRENTLY DEVELOPED WITH ADMINISTRATIVE OFFICES FOR SCHOOL DISTRICT 89 AND THE VILLAGE THEATRE GUILD. THE REQUESTED ZONING MAP AMENDMENT IS PART OF RENEWED ANNEXATION AGREEMENTS BEING NEGOTIATED FOR THE PROPERTIES. THE VILLAGE HAS NO IMMEDIATE PLANS TO ANNEX EITHER PROPERTY.

Staff Introduction

Village Planner Michele Stegall stated that School District 89 and the Village Theatre Guild are requesting approval of a Zoning Map Amendment to rezone their two properties located at 21W600 Butterfield Road and 3S020 Park Boulevard to the C2 Community Commercial zoning district upon annexation to the Village of Glen Ellyn. Ms. Stegall displayed a map and described the location of the two properties at the northwest corner of Butterfield Road and Park Boulevard that are currently in DuPage County O zoning district and she described the surrounding land uses. Ms. Stegall stated that the request is part of a renewed annexation agreement that the Village has been negotiating with the petitioners. She explained that both of the subject properties previously had annexation agreements with Glen Ellyn that had expired, however, the Village has recently led an effort to renew numerous expired annexation agreements in unincorporated areas. Ms. Stegall stated that the Village has no immediate plans to annex

either of these properties, however, in order to designate a zoning district within the annexation agreement, a public hearing must be held on the zoning map amendment at this time. She further explained that Village zoning would become effective upon the annexation of these properties and added that both of the expired annexation agreements had C4 District zoning which is the Village's Office District. She stated that the Village currently recommends C2 zoning for the subject properties because the Comprehensive Plan recommends commercial use of the properties, the properties are located adjacent to a high-volume traffic intersection conducive to commercial use, the uses permitted in the C2 District are compatible with the current commercial uses located southeast of the intersection, some surrounding residential uses are in this area, this is the least intensive of the Village's general commercial district, the C2 zoning will be compatible with the future C2 zoning to the north, the existing office and theatre uses are permitted by right in the C2 district and the C4 District office uses are permitted so the School District 89 building would be permitted by right, however, theatres are not a permitted use in this district, and from an economic development perspective, a larger variety of potential uses would be allowed in the future which could generate more sales tax revenue.

Petitioners' Presentation

Barbara Burghardt, President of the Board of Directors of the Village Theatre Guild, 3S020 Park Blvd., Glen Ellyn, Illinois; James Reichardt, Attorney for the Village Theatre Guild, 27 W. Park Blvd., Villa Park, Illinois; Tim Tomazin, 321 Hillside, Glen Ellyn, Illinois and Maureen Jones, Community Consolidated School District 89, 22W600 Butterfield Road, Glen Ellyn, Illinois were present.

Mr. Reichardt, attorney for the Village Theatre Guild, stated that the Village Theatre Guild is a not-for-profit corporation that has been entertaining people at its current location for many years. Barbara Burghardt, President of the Board of Directors of the Village Theatre Guild, gave a brief history of the Village Theatre Guild which has been in existence since 1965 and described prior uses of the subject property. Ms. Burghardt responded to Plan Commissioner Strayer that the subject building was the original school house for School District 89. Mr. Reichardt commented that all statements in the Village staff report are accurate and he thanked staff and the Plan Commission for their efforts.

Responses to Questions from the Plan Commission

Ms. Stegall responded to Plan Commissioner Ford that annexation agreements are generally 20 years which would require the Village to amend annexation agreements of surrounding properties in order to create a larger contiguous C2 zoning district rather than allowing both C2 and C4 districts. She added that C2 zoning is preferred in the subject area because economic development has had increased importance over the years as a larger variety of uses are allowed in that zoning classification. Ms. Stegall responded to Plan Commissioner Buckton that the Village receives occasional inquiries regarding the Church of God property.

Persons in Favor of or in Opposition to the Request

No persons spoke in favor of or in opposition to the subject petition.

Comments from the Plan Commission

All of the Plan Commissioners were in favor of the request for approval of a Zoning Map Amendment to zone the subject properties to the C2 Community Commercial district upon annexation to the Village of Glen Ellyn.

Motion

Plan Commissioner Girling moved, seconded by Plan Commissioner Ford, to recommend that the Village Board approve C2 zoning of the properties at 22W600 Butterfield Road and 3S020 Park Boulevard upon annexation in accordance with Section 10-10-13 of the Zoning Code based on the following findings of fact: 1. A church is located north of the site, townhomes are located east of the site, single-family homes are located south of the site, commercial uses are located southeast of the site and medical uses are located west of the site. 2. The subject properties are currently zoned DuPage County O Office District. The property to the north is zoned DuPage County R3 single-family residence district, the property to the south is zoned DuPage County R4 single-family district, the property to the east is zoned DuPage County R5 multi-family residence district, and the property to the west is zoned DuPage County O Office District. 3. The uses permitted in the C2 Community Commercial district are compatible with the uses located in the southeast and the future zoning of the property to the north. It is also compatible with the existing uses of the property. 4. The developments that have taken place in the general area since the property was zoned DuPage County O Office district include the following: a. Construction of a senior care facility and medical office west of the site. b. Construction of a church north of the site. c. Construction of the Arboretum Estates townhomes development located across the street to the east of the site. Therefore, the proposed trend of development in the area is for other than single-family residential development. 5. The Comprehensive Plan recommends service commercial use of the properties. 6. The subject properties are not vacant and are currently developed with the administrative offices for District 89 and the Village Theatre Guild. 7. The existing uses of the property are permanent in the C2 Community Commercial zoning district and the zoning should not diminish the value of either property.

The motion carried unanimously with ten (10) yes and zero (0) no votes as follows: Plan Commissioners Girling, Ford, Bromann, Buckton, Elliott, Heming-Littwin, Lannen, Strayer, Whiston and Chairman Fullerton voted yes.

PRE-APPLICATION MEETING – OBERWEIS, 515 ROOSEVELT ROAD
THE PROPOSED RENOVATION OF THE FORMER CHASE BANK BUILDING AT 515 ROOSEVELT ROAD TO ACCOMMODATE THREE (3) NEW RESTAURANT TENANTS AND AN OFFICE USER. THE PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF ROOSEVELT ROAD AND MAIN STREET IN THE C4

APPLICATION FOR ZONING MAP AMENDMENT

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Map Amendment described in this application.

Date Filed: FEBRUARY 28,2012 Application No: _____

Name of Applicant: COMMUNITY CONSOLIDATED SCHOOL DIST 89

Address of Applicant: 22W600 BUTTERFIELD RD. GLEN ELLYN IL 60137

Phone No. (Business): 630-469-8900 (Home): _____

Property Interest of Applicant: OWNER
(Owner, Contract Purchaser, Owner Representative)

Name of Property Owner: AS ABOVE

Address of Owner: AS ABOVE

Phone No. (Business): AS ABOVE (Home): _____

Address and Legal Description of Property:
22W600 BUTTERFIELD RD. GLEN ELLYN IL 60137

Permanent Index No.: 05-26-306-007 Existing Zoning: _____

Lot Frontage: 360' Lot Area: 41,103 sqft (.95 acre)

Present Use: SCHOOL OFFICE

Requested Zoning: C-2 ZONING

Requested Use/Construction: SAME

Estimated Date to Begin New Use/Construction: N/A

Name(s), Address(es), and Phone No(s). of Experts (architects, engineers, etc.):
N/A

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-13 of the Zoning Code:

Property has no effect on adjoining property. The property fits the comprehensive plan as is it in a high traffic area and is surrounded by commercial

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property: Townhomes to the east, single family to the south, commercial or office to the north, west and southeast

2. Identification of the zoning classification of property within the general area of the affected property: Dupage County Office to the north , west R-5 Multi Family to the east. B-1 local business to the southeast R-4 Single family to the south

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district: Current uses permitted under zoning code allows other uses expected in a high traffic area

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district: Dr. Carrol's office has been built within the last two years. Arden Court has been built within the last 20 yrs. Townhomes have been built in the last 30yrs.

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan: _____
The comprehensive plan calls for commercial in the area

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property: _____
Not vacant

7. The extent to which property values are diminished, if at all, by the particular zoning restrictions: _____
Property values are not diminished. The map amendment is part of an annexution aggreement

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

I (We) consent to entry in or upon the premises described in this application by any unauthorized official of the Village of Glen Ellyn for the purpose of inspection.

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

3/13/2012
Date

Signature of Applicant

THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED BY COMPLETEING THIS APPLICATION IN DETAIL

APPLICATION FOR ZONING MAP AMENDMENT

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Map Amendment described in this application.

Date Filed:_____ Application No:_____

Name of Applicant: Village Theatre Guild, Ltd.

Address of Applicant: P.O. Box 184, Glen Ellyn, IL 60138

Phone No. (Business):_____ (Home):_____

Property Interest of Applicant: Owner
(Owner, Contract Purchaser, Owner Representative)

Name of Property Owner: Village Theatre Guild, Ltd.

Address of Owner: P.O. Box 184, Glen Ellyn, IL60138

Phone No. (Business):_____ (Home):_____

Address and Legal Description of Property: 2S020 Park Blvd., Glen Ellyn, IL 60137
Legal description attached.

Permanent Index No.: 05-26-306-006 Existing Zoning: DuPage County Office District

Lot Frontage: 220' Lot Area: 1.28 Acres

Present Use: An indoor theatre.

Requested Zoning: C2

Requested Use/Construction: Indoor theatre.

Estimated Date to Begin New Use/Construction: continuing

Name(s), Address(es), and Phone No(s). of Experts (architects, engineers, etc.):
None

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-13 of the Zoning Code:

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property: office building, church, nursing home

2. Identification of the zoning classification of property within the general area of the affected property: commercial

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district: The theater, in operation at this location for decades, is specifically authorized in C2 as an "indoor theater."

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district: The property immediately to the west of the subject property has been, in the last couple of decades, been developed to provide housing for senior citizens requiring dementia care - essentially a nursing home.

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan: _____

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property: The theater building dates back to ~~at least the 1930's~~. It was built as a one-room schoolhouse, 1917.

7. The extent to which property values are diminished, if at all, by the particular zoning restrictions: None

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

I (We) consent to entry in or upon the premises described in this application by any unauthorized official of the Village of Glen Ellyn for the purpose of inspection.

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

April 2 2012
Date

Barbara J. Burghardt
Signature of Applicant

THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED BY COMPLETEING THIS APPLICATION IN DETAIL

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTER LINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTER LINE, 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST, 102.29 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FEDERAL AID ROUTE 131, TEHNCE WETERLY ALONG SAID NORHTERLY LINE, 2571. 56 FEET TO THE CENTER LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD; THENCE NORTH 16 DEGREES 04 MINUTES EAST ALONG SAID WESTERLY LINE OF PARK BOULEVARD, 117.50 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 73 DEGREES 56 MINUTES WEST, 220.11 FEET TO THE EASTERLY LINE OF LOT 1 IN A.T. MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNER'S ASSESSMENT PLAT ;THENCE NORTH 15 DEGREES 14 MNUTES EAST ALONG SAID EATERLY LINE, 219.22 FEET TO THE NORTHERNMOST SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID LINE 232.72 FEET TO THE WESTERLY LINE OF SAID PARK BOULEVARD; THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 284.75 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-26-306-006

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving Annexation Agreements for Two Properties Located at the Northwest Corner of Butterfield Road and Park Boulevard Commonly Known as 22W600 Butterfield Road and 3S020 Park Boulevard Glen Ellyn, IL 60137

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 Two Properties Located at the Northwest Corner of Butterfield Road and Park Boulevard Commonly Known as 22W600 Butterfield Road and 3S020 Park Boulevard Glen Ellyn, IL 60137

Whereas, Community Consolidated School District 89 and the Village Theatre Guild, Ltd., owners of property located at the northwest corner of Butterfield Road and Park Boulevard commonly known as 22W600 Butterfield Road and 3S020 Park Boulevard, have petitioned the Village President and Board of Trustees of the Village of Glen Ellyn for approval of annexation agreements; and

Whereas, both properties previously had annexation agreements with the Village that expired on November 22, 1992 which allowed the properties to be served by Glen Ellyn water and sanitary sewer; 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, neither property is located within the corporate limits of any municipality and the properties are not currently contiguous to the corporate limits of the Village of Glen Ellyn; and

Whereas, the subject properties are legally described as follows:

3S020 Park Boulevard: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTER LINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTER LINE, 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST, 102.29 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FEDERAL AID ROUTE 131, TEHNCE WETERLY ALONG SAID NORHTERLY LINE, 2571. 56 FEET TO THE CENTER LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD; THENCE NORTH 16 DEGREES 04 MINUTES

EAST ALONG SAID WESTERLY LINE OF PARK BOULEVARD, 117.50 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 73 DEGREES 56 MINUTES WEST, 220.11 FEET TO THE EASTERLY LINE OF LOT 1 IN A.T. MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNER'S ASSESSMENT PLAT ;THENCE NORTH 15 DEGREES 14 MNUTES EAST ALONG SAID EASTERLY LINE, 219.22 FEET TO THE NORTHERNMOST SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID LINE 232.72 FEET TO THE WESTERLY LINE OF SAID PARK BOULEVARD; THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 284.75 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-26-306-006

22W600 Butterfield Road:
PARCEL 1; THAT PART OF THE SOUTHWESET ¼ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTERLINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTERLINE 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST 102.29 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID NORTHERLY LINE 2,571.56 FEET TO THE CENTERLINE OF JOLIET ROAD NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 131, 226.49 FEET TO THE SOUTHERN MOST SOUTHEAST CORNER OF LOT 1 IN A.T.T MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNERS ASSESSMENT PLAT; THENCE NORTH 15 DEGREES 14 MINUTES EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.78 DEGREES 14 MINUTES EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.77 FEET, THENCE SOUTH 73 DEGREES 56 MINUTES EAST 20.11 FEET TO THE WESTERLY RIGHT OF WAY LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 117.50 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN AGREEMENT RECORDED AS DOCUMENT NO. R82-33097 FOR INGRESS AND EGRESS, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-26-306-007

Whereas, the petitioners have indicated that they are ready, willing, and able to enter into the annexation agreements, attached hereto as ***Exhibits "A"*** and ***"B"*** 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 June 25, 2012, the Village Board conducted a public hearing on the proposed annexation agreements; and

Whereas, after due investigation and 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"*** and ***"B"***.

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"*** and ***"B"*** 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 22W600 Butterfield Road and 3S020 Park Boulevard, attached hereto as ***Exhibits "A"*** and ***"B"*** 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 _____)

X:\Plandev\PLANNING\ANNEXATIONS\Butterfield Rd 22W654 Voluntary\Ordinance Approving AA.doc

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation having its principal office in DuPage County, Illinois ("Village"), and the VILLAGE THEATRE GUILD, LTD., an Illinois not-for-profit corporation ("Owner"). The Village and Owner are collectively referred to as ("Parties").

RECITALS

A. The Owner is the owner of record of 1.28 acres of land commonly known as 3S020 Park Boulevard, which is generally located northwest of the Park Boulevard and Butterfield Road intersection and which 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. 05-26-306-006 ("Property") and is currently improved with an indoor theatre.

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 November 22, 1982 in order to permit the extension of Village water and sanitary sewer service to the Property.

D. The above-referenced agreement had a term of 10 years and expired on November 22, 1992.

E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owner and Village desire to enter into a new Annexation Agreement.

F. The Village is willing to allow continued water and sanitary sewer services to the Property, so long as Owner agrees to petition Glen Ellyn for voluntary annexation upon the Property becoming contiguous to Glen Ellyn, or upon the request of the Village, to cooperate in the filing of a court petition requesting annexation to Glen Ellyn.

G. A public hearing to consider this Agreement was noticed in the Daily Herald on _____ and was held by the Village President and Board of Trustees on _____.

H. The Village has published all notices as required by the Illinois Municipal Code 65 ILCS 5/11-15.1-3 *et seq.*

I. The corporate authorities of the Village have considered the annexation of the Property and have determined that the annexation of the Property, upon terms and conditions hereinafter set forth, would further the growth of the Village, enable the Village to control the development of the area and serve the best interests of the Village.

J. The Property is not included within the corporate limits of any other municipality.

NOW, THEREFORE, the Owner and Village, in consideration of the mutual covenants herein

contained, agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by reference into this agreement.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Village of 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 and that the Village requires that the land be annexed, the Owner (if still holding title to any portion of the Property) and each grantee(s) and any other party who should acquire an interest in the land in any way shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with ***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 may 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 its 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. Upon annexation to the Village, the Property shall be zoned C2 Community Commercial zoning district in accordance with the zoning categories contained within the Zoning Code of the Village of Glen Ellyn. In accordance with the requirements of the Glen Ellyn Zoning Code, a public hearing was duly noticed and held by the Plan Commission on _____ to consider the zoning of the Property upon annexation and a Zoning Map Amendment was approved by the Village Board on _____ by the adoption of _____. The Property shall be automatically zoned C2 Community Commercial zoning district at the time of annexation and no further public hearings shall be required.

Until such time as the Property may be redeveloped or the current uses of the Property cease, the uses and operations permitted on the Property shall include all uses and operations that are presently permitted on the Property and ancillary uses thereto in accordance with the DuPage County Zoning Code, which includes the use of the property as a Theatre. Any existing use of the Property, upon annexation, that does not comply with the requirements of Glen Ellyn's Zoning Code may continue subject to the Village's zoning provisions regarding nonconformities.

Notwithstanding anything to the contrary in this agreement, even while the Property remains unincorporated no redevelopment or change of use of the site shall occur without first obtaining approval by the Village. In addition, should the Owner request approval from the DuPage County Board for benefits or relief under the DuPage County Zoning Ordinance, such request for approval shall be subject to the prior review and approval by the Village. The Owner shall not apply to the County for any necessary County approvals until the Village has completed its review and the Village Board of Trustees has taken action on the request. The Village shall process a request for approval of a change of use or redevelopment in the same manner as it would if the Property were located in the Village. The Village shall charge such standard fees and deposits as are generally applicable throughout the Village and shall not unreasonably delay its review of the application. Should the Village deny the request, the Owner may either accept the Village's decision or proceed with the project. If the event that Owner decides to proceed with the project, the Village may cease the provision of water and sanitary sewer services to the Property.

5. Water and Sanitary Sewer Service. Glen Ellyn agrees to permit the continuation of water and sewer services to the Property. In the event that Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails 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 in addition enforce this Agreement in a court of appropriate jurisdiction by specific performance.

6. Rates for Water and Sanitary Sewer Service. Until such times 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 of the Village 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 maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including but not limited to, the building, subdivision, and zoning regulations contained therein. Notwithstanding anything above to contrary, prior to

annexation, the Owner shall abide by all ordinance and regulations of the Village that relate to water and sanitary sewer service.

8. Building Code. Upon annexation, any existing condition of the Property or building that does not comply with the building codes adopted by the Village of Glen Ellyn may continue provided that such conditions do not pose a life safety hazard until such time as a physical change or change of use is proposed that would normally trigger conformance with the Village's building code regulations.

9. Fire Sprinkler Requirement. Even while unincorporated, any addition modification, new construction or remodeling of a currently existing building on the Property shall comply with the Village's fire suppression sprinkler requirements. In addition, any new building or any addition on the Property that increases an existing building's footprint shall have a fire suppression sprinkler system if required by the Village building code in effect at the time a building permit issued. Before commencing construction, the Owner shall receive approval from the Village of the fire suppression sprinkler system design to be installed. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay plan review, building permit and inspection fees as required by the Village's codes and ordinances as may be amended from time to time.

10. Easement. The Owner entered into an agreement as to easements and restrictions with the adjacent property to the south commonly known as 22W600 Butterfield Road on June 17, 1982 which agreement was recorded on July 30, 1982 as document R82-33097. Said agreement amended a previous agreement entered into on October 31, 1981. A copy of document R82-33097 is attached hereto as ***Exhibit "C"***. As was required in the previous 1982 annexation agreement between the Owner and Village, the Owner agrees not to enter into an agreement with the owner of 22W600 Butterfield Road to reduce or eliminate the easement for off-street parking and ingress and egress of pedestrian and vehicular traffic as granted by document R82-33097 without the prior written approval of the Village.

11. Village Address. Upon annexation to the Village, the new address of the Property shall be _____.

12. Waiver of Annexation Fee. The Village agrees to waive its usual and customary annexation fee for the Property upon annexation to the Village.

13. Fire Protection. The Property is currently served by the Lisle-Woodridge Fire Protection District. Upon annexation, the Property will, by law, be disconnected from the Lisle-Woodridge Fire Protection District and be served the Glen Ellyn Volunteer Fire Company. In accordance with existing state law, the Lisle-Woodridge Fire Protection District may require the Village to pay it an amount of money which, over a period of years, equals three (3) years of lost Fire Protection District taxes. If the Village is requested and obligated by law to pay lost real estate tax revenue to the Lisle-Woodridge Fire Protection District, the Owner shall reimburse the Village for the actual amounts which the Village is required to pay.

14. 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.

15. 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 provide 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.

16. 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 service. 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 provisions 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 and Ownership. 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 its duties and obligations already undertaken under this Agreement. Both parties acknowledge by their signature to this Agreement that the statements made in this Annexation Agreement are true and that they have the authority to execute the Agreement and to bind the Village or the Owners.

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.

17. 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:

Village Theatre Guild
2S020 Park Boulevard
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 _____, 2012.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

BY: _____
Village President

ATTEST:

BY: _____
Village Clerk

OWNER:

Barbara J. Burghardt
President - Village Theatre Guild.

BY: _____

SUBSCRIBED AND SWORN to before me this 18th day of May, 2012.

Kasey Coughlin.
Notary Public

OFFICIAL SEAL
KASEY L. COUGHLIN
Notary Public - State of Illinois
My Commission Expires Mar 13, 2015

X:\Plandev\PLANNING\ANNEXATIONS\Park Blvd 3S020\Draft Agreement 080111 v3.doc

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mark Pfefferman personally known to me to be the President of the Village of Glen Ellyn, an Illinois municipal corporation, and Suzanne Connors, personally known to me to be the Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed the delivered the said instrument as the President and the Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

_____
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County of DuPage, Illinois, DO HEREBY CERTIFY that Barbara J. Burghardt, President of VTG, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of May, 2012.

OFFICIAL SEAL
KASEY L. COUGHLIN
Notary Public - State of Illinois
My Commission Expires Mar 13, 2015

Kasey Coughlin
Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTER LINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTER LINE, 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST, 102.29 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FEDERAL AID ROUTE 131, TEHNCE WETERLY ALONG SAID NORHTERLY LINE, 2571. 56 FEET TO THE CENTER LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD; THENCE NORTH 16 DEGREES 04 MINUTES EAST ALONG SAID WESTERLY LINE OF PARK BOULEVARD, 117.50 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 73 DEGREES 56 MINUTES WEST, 220.11 FEET TO THE EASTERLY LINE OF LOT 1 IN A.T. MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNER'S ASSESSMENT PLAT ;THENCE NORTH 15 DEGREES 14 MNUTES EAST ALONG SAID EATERLY LINE, 219.22 FEET TO THE NORTHERNMOST SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID LINE 232.72 FEET TO THE WESTERLY LINE OF SAID PARK BOULEVARD; THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 284.75 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-26-306-006

X:\Plandev\PLANNING\ANNEXATIONS\Park Blvd 3S020\Draft Agreement 080111 v3.doc

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 are the sole owners of record of all of the property described in Attachment A and commonly known as _____ and P.I.N. _____ (Subject Realty).

2. That this petition is executed by all of the owner(s) 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 Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment 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 applicants' 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 Petitioners' knowledge.

Owners of Record of Subject Property:
Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20__
_____
NOTARY PUBLIC

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20__
_____
NOTARY PUBLIC

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20__
_____
NOTARY PUBLIC

EXHIBIT C
EASEMENT AGREEMENT

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation having its principal office in DuPage County, Illinois ("Village"), and the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 89 ("Owner"). 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 22W600 Butterfield Road, which is located at the northwest corner of Park Boulevard and Butterfield Road 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. 05-26-306-007 ("Property") and is currently improved with an office building which houses the administrative offices for Community Consolidated School District No. 89.

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 November 22, 1982 in order to permit the extension of Village water and sanitary sewer service to the Property.

D. The above-referenced agreement had a term of 10 years and expired on November 22, 1992.

E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owner and Village desire to enter into a new Annexation Agreement.

F. The Village is willing to allow continued water and sanitary sewer services to the Property, so long as Owner agrees to petition Glen Ellyn 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 *Daily Herald* on _____ and was held by the Village President and Board of Trustees on _____.

H. The Village has published all notices as required by the Illinois Municipal Code 65 ILCS 5/11-15.1-3 *et seq.*

NOW, THEREFORE, the Owner and Village, in consideration of the mutual covenants herein contained, agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by reference into this agreement.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Village of 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 and that the Village requires that the land be annexed, the Owner (if still holding title to any portion of the Property) and each grantee(s) and any other party who should acquire an interest in the land in any way 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 may 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 7-1-14 of the Illinois Municipal Code, 65 ILCS 5/7-1-14. 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 its 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, and all attorneys' fees, 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. Owner shall not incur any costs or attorneys' fees for the reannexation of the Property.

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. Upon annexation to the Village, the Property shall be zoned C2 Community Commercial zoning district in accordance with the zoning categories contained within the Zoning Code of the

Village of Glen Ellyn. In accordance with the requirements of the Glen Ellyn Zoning Code, a public hearing was duly noticed and held by the Plan Commission on _____ to consider the zoning of the Property upon annexation and a Zoning Map Amendment was approved by the Village Board on _____ by the adoption of Ordinance _____. The Property shall be automatically zoned C2 Community Commercial zoning district at the time of annexation and no further public hearings shall be required.

Until such time as the property may be redeveloped or the current uses of the Property cease, the uses and operations permitted on the Property shall include all uses and operations that are presently permitted on the Property and ancillary uses thereto in accordance with the DuPage County Zoning Code, which includes the use of the Property as an Administrative Office for District 89. Any existing use of the Property, upon annexation, that does not comply with the requirements of the C2 Community Commercial zoning district, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities.

Notwithstanding anything to the contrary in this agreement, even while the Property remains unincorporated no redevelopment or change of use of the site shall occur without first obtaining approval by the Village. In addition, should the Owner request approval from the DuPage County Board for benefits or relief under the DuPage County Zoning Ordinance, such request for approval shall be subject to the prior review and approval by the Village. The Owner shall not apply to the County for any necessary County approvals until the Village has completed its review and the Village Board of Trustees has taken action on the request. The Village shall process a request for approval of a change of use or redevelopment in the same manner as it would if the Property were located in the Village. The Village shall charge such standard fees and deposits as are generally applicable throughout the Village and shall not unreasonably delay its review of the application. Should the Village deny the request, the Owner may either accept the Village's decision or proceed with the project. If the event that Owner decides to proceed with the project, the Village may cease the provision of water and sanitary sewer services to the Property.

5. Water and Sanitary Sewer Service. Glen Ellyn agrees to permit the continuation of water and sanitary sewer services to the Property. In the event that Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water and sanitary sewer services to the Property and in addition enforce this Agreement in a court of appropriate jurisdiction by specific performance. Before any termination of water or sewer service, the Village shall give Owner at least thirty (30) days written notice of the proposed termination and give Owner an additional thirty (30) days to cure the reasons for the proposed termination.

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 of the Village's 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 maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including but not limited to, the building, subdivision, and zoning regulations contained therein. Notwithstanding anything above to contrary, prior to annexation, the Owner shall abide by all ordinances and regulations of the Village that relate to water and sanitary sewer service.

8. Fire Sprinkler Requirement. Even while unincorporated, any addition modification, new construction or remodeling of a currently existing building on the Property shall comply with the Village's fire suppression sprinkler requirements. In addition, any new building or any addition on the Property that increases an existing building's footprint shall have a fire suppression sprinkler system if required by the Village building code in effect at the time a building permit issued. Before commencing construction, the Owner shall receive approval from the Village of the fire suppression sprinkler system design to be installed. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay plan review, building permit and inspection fees as required by the Village's codes and ordinances as may be amended from time to time.

9. Easement. The Owner entered into an agreement as to easements and restrictions with the adjacent property to the north commonly known as 3S020 Park Boulevard ("Theatre Guild") on June 17, 1982 which agreement was recorded on July 30, 1982 as document R82-33097. Said agreement amended a previous agreement entered into on October 31, 1981. A copy of document R82-33097 is attached hereto as ***Exhibit "C"***. As was required in the previous 1982 annexation agreement between the Owner and Village, the Owner agrees not to enter into an agreement with the Theatre Guild to reduce or eliminate the easement for off-street parking and ingress and egress of pedestrian and vehicular traffic as granted by document R82-33097 without the prior written approval of the Village.

10. Village Address. Upon annexation to the Village, the new address of the Property shall be _____.

11. Waiver of Annexation Fee. The Village agrees to waive its usual and customary annexation fee for the Property upon annexation to the Village.

12. Fire Protection. The Property is currently served by the Lisle-Woodridge Fire Protection District. Upon annexation, the Property will, by law, be disconnected from the Lisle-Woodridge Fire Protection District and be served the Glen Ellyn Volunteer Fire Company. If at any time during the term of this agreement the property is sold to a person or entity that is not tax-exempt, in accordance with existing state law, the Lisle-Woodridge Fire Protection District may require the Village to pay it an amount of money which, over a period of years, equals three (3) years of lost Fire Protection District taxes. If the Village is requested and obligated by law to pay lost real estate tax revenue to the Lisle-Woodridge Fire Protection District, the Property owner at the time shall reimburse the Village for the actual amounts which the Village is required to pay.

13. 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.

14. 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 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 provide 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.

15. 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 Party's will have the authority to pursue any and all rights and remedies, at law or in equity, to which they are entitled in order to enforce the terms of this Agreement. In the event that either Party fails to comply, the complying Party 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 service. The noncomplying Party will be liable for any attorneys' fees, court costs and other costs incurred by the complying Party as a consequence of the complying Party'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 provisions 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 either party or their 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 and Ownership. 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 its duties and obligations already undertaken under this Agreement. Both parties acknowledge by their signature to this Agreement that the statements made in this Annexation Agreement are true and that they have the authority to execute the Agreement and to bind the Village or the Owners.

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. The parties acknowledge that the Owner is submitting to the jurisdiction of the Village's Ordinances upon annexation and that provided that the property remains under the ownership of the School District that such jurisdiction for the Property and other School District properties within the boundaries of the

Village shall be subject to the terms of an intergovernmental agreement executed in 1989, a copy of which is attached hereto as Exhibit "D" for so long as said agreement remains in effect.

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.

L. Annexation Fees. The Village recognizes that the Property is owned by a public school district for the benefit of the community. Therefore, for the term of this Agreement, and any extension thereof, the Village agrees to waive any fees or charges in connection with the annexation of the Property.

16. 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:

Community Consolidated School District 89
22W600 Butterfield Road
Glen Ellyn, IL 60137
Attn: School Board President

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 June 18, 2012.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

BY: _____
Village President

ATTEST:

BY: _____
Village Clerk

OWNER:

Community Consolidated School District 89
22W600 Butterfield Road
Glen Ellyn, IL 60137

BY: _____
Community Consolidated School District 89
Board President

SUBSCRIBED AND SWORN to
before me this 18 day of
June, 2012.

_____
Notary Public

OFFICIAL SEAL
JILL URSO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/04/15

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mark Pfefferman personally known to me to be the President of the Village of Glen Ellyn, an Illinois municipal corporation, and Suzanne Connors, personally known to me to be the Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed the delivered the said instrument as the President and the Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

_____
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County of DuPage, Illinois, DO HEREBY CERTIFY that Lori Gaspar, President of the Board of Education of Consolidated School District 89, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of June, 2012.

Jill Urso
Notary Public

My Commission Expires: 8/4/15

OFFICIAL SEAL
JILL URSO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/04/15

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1; THAT PART OF THE SOUTHWESET ¼ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTERLINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTERLINE 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST 102.29 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID NORTHERLY LINE 2,571.56 FEET TO THE CENTERLINE OF JOLIET ROAD NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 131, 226.49 FEET TO THE SOUTHERN MOST SOUTHEAST CORNER OF LOT 1 IN A.T.T MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNERS ASSESSMENT PLAT; THENCE NORTH 15 DEGREES 14 MINUTES EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.78 DEGREES 14 MINUTES EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.77 FEET, THENCE SOUTH 73 DEGREES 56 MINUTES EAST 20.11 FEET TO THE WESTERLY RIGHT OF WAY LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 117.50 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN AGREEMENT RECORDED AS DOCUMENT NO. R82-33097 FOR INGRESS AND EGRESS, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-26-306-007

X:\Plandev\PLANNING\ANNEXATIONS\butterfield22W600\Draft Agreement 120511.doc

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 are the sole owners of record of all of the property described in Attachment A and commonly known as Community Consolidated School District 89 and P.I.N. 05-26-306-007 (Subject Realty). District Office

2. That this petition is executed by all of the owner(s) 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 Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment 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 applicants' 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 Petitioners' knowledge.

Owners of Record of Subject Property:
Signature: Lori Gaspar
Print Name: Lori Gaspar
Date: 06/18/2012

Subscribed and sworn to before me this 18 day of June, 2012
NOTARY PUBLIC

OFFICIAL SEAL
JILL URSO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/04/15

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__
NOTARY PUBLIC

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__
NOTARY PUBLIC

X:\Plandev\PLANNING\ANNEXATIONS\butterfield22W600\Draft Agreement 022012 Clean Copy.doc

EXHIBIT C
EASEMENT AGREEMENT

EXHIBIT "D"
INTERGOVERNMENTAL AGREEMENT

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving a Zoning Map Amendment for Two Properties Located at the Northwest Corner of Butterfield Road and Park Boulevard Commonly Known as 22W600 Butterfield Road and 3S020 Park Boulevard 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 a Zoning Map Amendment for Two Properties Located at the Northwest Corner of Butterfield Road and Park Boulevard Commonly Known as 22W600 Butterfield Road and 3S020 Park Boulevard Glen Ellyn, IL 60137

Whereas, by passage of Ordinance No. _____ on June 25, 2012, the President and Board of Trustees of the Village of Glen Ellyn entered into annexation agreements with Community Consolidated School District 89 and the Village Theatre Guild, Ltd., owners of property located at the northwest corner of Butterfield Road and Park Boulevard commonly known as 22W600 Butterfield Road and 3S020 Park Boulevard and legally described as follows:

3S020 Park Boulevard: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTER LINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTER LINE, 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST, 102.29 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FEDERAL AID ROUTE 131, TEHNCE WETERLY ALONG SAID NORHTERLY LINE, 2571. 56 FEET TO THE CENTER LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD; THENCE NORTH 16 DEGREES 04 MINUTES EAST ALONG SAID WESTERLY LINE OF PARK BOULEVARD, 117.50 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 73 DEGREES 56 MINUTES WEST, 220.11 FEET TO THE EASTERLY LINE OF LOT 1 IN A.T. MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNER'S ASSESSMENT PLAT ;THENCE NORTH 15 DEGREES 14 MNUTES EAST ALONG SAID EATERLY LINE, 219.22 FEET TO THE NORTHERNMOST SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID LINE 232.72 FEET TO THE WESTERLY LINE OF SAID PARK BOULEVARD; THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 284.75 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-26-306-006

22W600 Butterfield Road:
PARCEL 1; THAT PART OF THE SOUTHWESET ¼ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING

AT THE SOUTHEAST CORNER OF SECTION 26 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 398.6 FEET TO THE CENTERLINE OF FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID CENTERLINE 1292.9 FEET; THENCE NORTH 6 DEGREES 58 MINUTES EAST 102.29 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID FEDERAL AID ROUTE 131; THENCE WESTERLY ALONG SAID NORTHERLY LINE 2,571.56 FEET TO THE CENTERLINE OF JOLIET ROAD NOW CALLED PARK BOULEVARD); THENCE SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 52.07 FEET TO THE WESTERLY LINE OF PARK BOULEVARD FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 131, 226.49 FEET TO THE SOUTHERN MOST SOUTHEAST CORNER OF LOT 1 IN A.T.T MCINTOSH AND COMPANY'S BUTTERFIELD ROAD OWNERS ASSESSMENT PLAT; THENCE NORTH 15 DEGREES 14 MINUTES EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.78 DEGREES 14 MINUTES EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.77 FEET, THENCE SOUTH 73 DEGREES 56 MINUTES EAST 20.11 FEET TO THE WESTERLY RIGHT OF WAY LINE OF JOLIET ROAD (NOW CALLED PARK BOULEVARD); THENCE SOUTH 16 DEGREES 04 MINUTES WEST ALONG SAID LINE (BEING 50 FEET WEST OF THE CENTER LINE), 117.50 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN AGREEMENT RECORDED AS DOCUMENT NO. R82-33097 FOR INGRESS AND EGRESS, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-26-306-007; and

Whereas, the subject properties are located in unincorporated DuPage County in the O Office zoning district and are not currently contiguous to the Village limits; and

Whereas, a map indicating the location of the subject property is attached hereto and identified as ***Exhibit "A"***; and

Whereas, the owners have submitted petitions for Zoning Map Amendments to zone the subject properties C2 Community Commercial zoning district upon annexation to the Village of Glen Ellyn; and

Whereas, the properties are currently developed with the administrative offices for School District 89 and the Village Theatre, both of which are currently permitted uses in the C2 Community Commercial zoning district; 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, and by mailing written notice to all property owners within 250 feet, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on April 12, 2012 to consider the request to amend the Zoning District Map to classify the aforementioned properties C2 Community Commercial zoning district at the time of annexation as set forth in the draft minutes from the April 12, 2012 Plan Commission meeting, a copy of which is attached hereto and identified as ***Exhibit "B";*** and

Whereas, at the April 12, 2012 Plan Commission public hearing, by a vote of 10-0, the Plan Commission recommended that the properties be zoned C2 Community Commercial zoning district upon annexation to Glen Ellyn; and

Whereas, the President and Board of Trustees deem it in the best interest of the Village to accept the recommendation of the Glen Ellyn Plan Commission and to zone the subject properties legally described hereinabove to the C2 Community Commercial zoning district upon annexation.

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 draft minutes of the April 12, 2012 Plan Commission public hearing attached hereto as ***Exhibit "B"*** are hereby accepted and the findings of fact and conclusions set forth therein and in the preambles above are hereby adopted by the President and Board of Trustees as the findings of fact and conclusions of the Village Board.

Section Two: At the time of annexation, the subject properties commonly known as 22W600 Butterfield Road and 3S020 Park Boulevard shall be zoned C2 Community Commercial zoning district. Upon annexation, the Director of the Planning and Development Department shall

cause the Zoning District Map of the Village of Glen Ellyn to be amended to place said property in the C2 Community Commercial zoning district.

Section Three: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

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

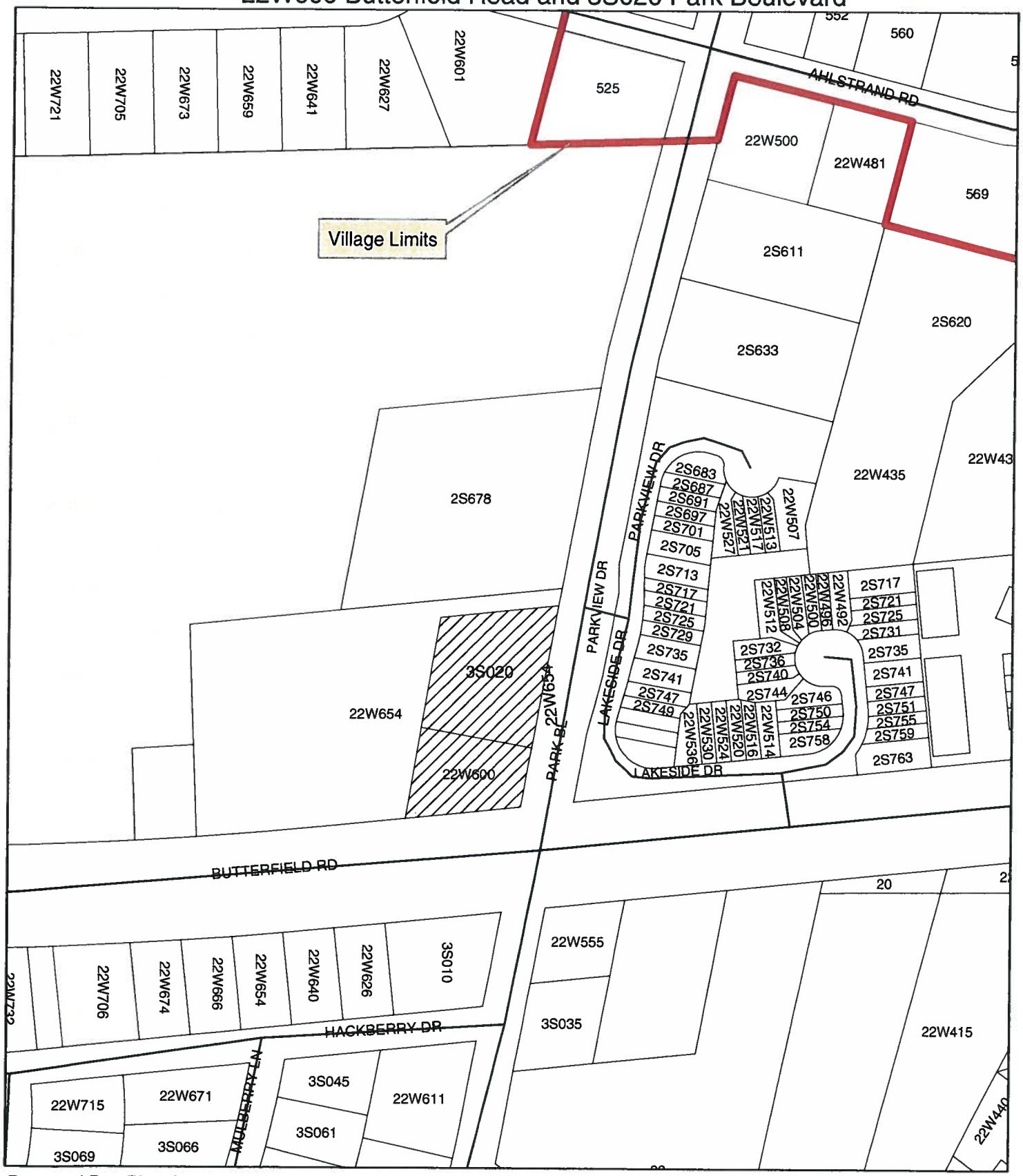
Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____, 20 ____.)

X:\Plandev\PLANNING\ANNEXATIONS\butterfield22W600\Ordinance Zoning Map Amendment.doc

Exhibit A
22W600 Butterfield Road and 3S020 Park Boulevard



Prepared By: Planning and Development
Date: June 18, 2012

0 175 350 700 Feet

N

A-9

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director SRH by MTS
Michele Stegall, Village Planner MTS

DATE: June 20, 2012

FOR: June 25, 2012 Village Board Meeting

SUBJECT: Cottage Avenue Water Tower – AT&T
Special Use Permit Amendment

Background. Goodman Networks for New Wireless PCS, LLC (formerly known as AT&T Wireless PCS), lessee of the Cottage Avenue water tower located at 439-447 Cottage Avenue, has petitioned the Village for approval of an amendment to the Special Use Permit approved on March 22, 1999 by the adoption of Ordinance 4692 and a revised license agreement with the Village. The request is being made to accommodate the removal and replacement of AT&T's existing nine 1.9 foot tall antennae located around the stem of the water tower with twelve new 6.06 foot tall antennae. The height of the new antennae measured from the base of the water tower to the top of the antennae would be approximately 70 feet. All of the associated equipment cabinets would be located inside the base of the water tower. Pictures of the existing antennae and photo renderings of the tower depicting the proposed antennae are included in the petitioner's application packet.

The amended license agreement calls for a $350 a month increase in rent which equates to a total annual rental payment of roughly $42,000. The rent would be adjusted annually based on the consumer price index. The agreement also requires AT&T to cover any Village legal expenses in the event the agreement or any of the associated zoning or building approvals are challenged by a third party. A similar provision was placed in T-Mobile's license agreement for this same property.

Recommendation. The Plan Commission reviewed the petitioner's request for approval of an amended Special Use Permit at public hearings on May 24, 2012 and June 14, 2012. One person spoke in opposition to the request and six emails were received in favor of the request. At the June 14, 2012 hearing, the Commission recommended approval of the request by a vote of 9-0.

Action Requested. The Village Board may approve, approve with conditions or deny the requests. A draft Ordinance approving an amended Special Use Permit has been prepared for consideration at the June 25, 2012 Village Board meeting. Action on the proposed license agreement is to be taken by way of a motion.

Attachments.

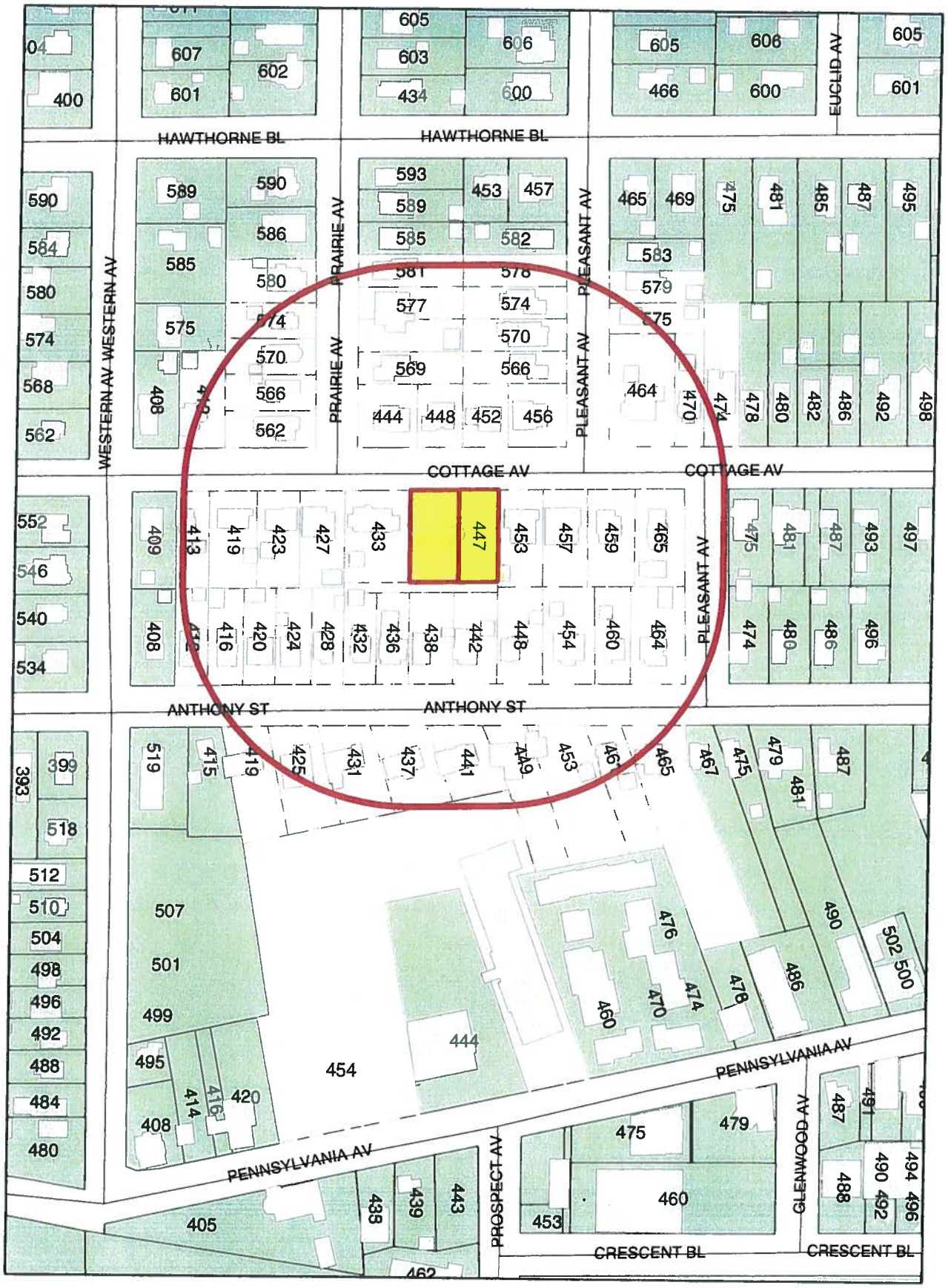
- Location Map
- Resident emails (6 total)
- Draft minutes from May 24, 2012 Plan Commission public hearing
- Draft minutes from June 14, 2012 Plan Commission public hearing

- Proposed License Agreement Amendment
- Draft Ordinance Approving Amended Special Use Permit
- Select Materials from Petitioner's Application Packet

Cc: Stewart Diamond, Village Attorney
Adam Simon, Village Attorney
Julie Tappendorf, Village Attorney
Bob Greenberg, Public Works Project Coordinator
Gary Bach, Public Works Senior Plant Operator

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Cottage\Cottage 439-477, AT&T\VB Agenda Memo 062012.doc

439-447 Cottage Avenue



Prepared By: Planning and Development
Date: April 25, 2012

0 125 250 500 Feet

N

Michele Stegall

From: Michele Stegall
Sent: Thursday, May 24, 2012 2:14 PM
To: Michele Stegall
Subject: FW: Feedback

From: Staci Hulseberg
Sent: Thursday, May 24, 2012 11:35 AM
To: Michael McGee; Michele Stegall
Subject: RE: Feedback

Mike,

Thanks for your comments and input. We will share them with the Plan Commission.

Staci

Sent from my Windows Phone

From: Michael McGee
Sent: 5/24/2012 11:01 AM
To: shulseberg@glenellyninfo.org
Subject: Feedback

Stacey, I've lived in Glen Ellyn for 27 years. The only time I change jobs is when my employer tries to relocate me. We love Glen Ellyn. 13 years ago, I made one of those job changes and joined AT&T. It has been a great experience, except for one point - my local neighbors and friends complaining about AT&T coverage in Glen Ellyn. It has been painful and personally frustrating. I know that AT&T is now proposing to add coverage to GE and I'm thrilled. I hope that you and the GE leadership will support this investment. I know that I personally can't wait. Thanks for all you do for Glen Ellyn.

Michele Stegall

From: Staci Hulseberg
Sent: Monday, May 21, 2012 4:42 PM
To: 'BARRY, ROBERT M'
Cc: Michele Stegall
Subject: RE: Cell Tower Ordinance and Permit

Barry,

Thank you for submitting your comments. We appreciate it and will share them with the Plan Commission.

Staci

-----Original Message-----
From: BARRY, ROBERT M [mailto:rb1842@att.com]
Sent: Monday, May 21, 2012 4:36 PM
To: Staci Hulseberg
Subject: Cell Tower Ordinance and Permit

I am a resident of Glen Ellyn, living at 170 Glen Arbor Ct.

In today's global information age, access to the most advanced wireless networks is vital to consumers - both residential and business. Unfortunately, in many parts of Glen Ellyn - especially downtown and in the area north to Geneva Road - service from my provider is inconsistent and mediocre.

It is my understand that the planning commission is scheduled to amendment its current cell tower zoning ordinance applicable to the water tower and review the special use permit for AT&T to augment its wireless network in Glen Ellyn. I strongly support the Commission and Village Board modernizing the ordinance and approving AT&T's efforts to improve service in the community.

The residents and businesses of Glen Ellyn will benefit from the expansion of LTE mobile broadband service by all the major wireless carriers. The Planning Commission can take an important first step this Thursday by approving the ordinance change and approving AT&T's application.

Robert Barry
170 Glen Arbor Ct

Michele Stegall

From: Staci Hulseberg
Sent: Monday, May 21, 2012 11:33 AM
To: 'BROWN, LORI L'
Cc: Michele Stegall
Subject: RE: 5/24 Village Planning Commission meeting - AT&T proposal

Lori,

Thank you for sharing your comments with us. We will pass them on to the Plan Commission.

Staci

From: BROWN, LORI L [mailto:lb5476@att.com]
Sent: Friday, May 18, 2012 12:38 PM
To: shulseberg@glenellyninfo.org
Cc: BROWN, LORI L
Subject: 5/24 Village Planning Commission meeting - AT&T proposal

Stacey,

I understand that AT&T's request for upgrades to their Glen Ellyn wireless network will be discussed at the 5/24 Village Planning Commission meeting. Unfortunately, I am unable to attend the meeting. I believe that these types of upgrades are essential to providing quality, uninterrupted service for Glen Ellyn residents and businesses. With the increased demand for quality wireless coverage, approving AT&T's request will position Glen Ellyn as leader among communities that plan for the future.

I hope that I can count on you to support AT&T's request to upgrade their Glen Ellyn wireless network.

Sincerely,
Lori Brown
1S767 Conifer Ct.
Glen Ellyn, IL
(630) 790-9272

Michele Stegall

From: Staci Hulseberg
Sent: Monday, May 21, 2012 11:31 AM
To: 'OLOFSSON, SCOTT A'
Cc: Michele Stegall
Subject: RE: Upcoming agenda Item

Scott,

Thank you for your comments. We will pass them on to the Plan Commission.

Staci

From: OLOFSSON, SCOTT A [mailto:so7692@att.com]
Sent: Friday, May 18, 2012 3:47 PM
To: shulseberg@glenellyninfo.org
Cc: scott @ Home (siu-swede@sbcglobal.net); OLOFSSON, SCOTT A
Subject: Upcoming agenda Item

Stacey:

My family and I have been residents of Glen Ellyn for over 20 years. I understand that the Village is considering approving the upgrades of existing AT&T antennas and addition of new AT&T antennas. I strongly support these upgrades and additions as this will help improve the cell service (reduce dropped or poor service) for our Village. Please remember that improved infrastructure is the key to our long term viability. Cell phones are here to stay and will play an increased role in our economy, not only communication but also internet usage (business coupon offers) and ultimately financial transactions.

I hope you are supporting this effort and will provide your approval to upgrade nine antennas and add three additional antennas on the Cottage Avenue water tower.

Please contact me if you are not supporting this effort as I'd be happy to share many reasons why the village of Glen Ellyn should approve this upgrade.

Thanks,

Scott Olofsson
3s 154 Park Blvd
Glen Ellyn, IL 60137
630-917-4736

Michele Stegall

From: Staci Hulseberg
Sent: Monday, May 21, 2012 11:20 AM
To: 'Bob Tyler'
Cc: Michele Stegall
Subject: RE: Cell Towers in Glen Ellyn

Bob,

Thank you for sharing your comments. We will pass them on to the Plan Commission.

Staci

From: Bob Tyler [mailto:bjtyl1@gmail.com]
Sent: Saturday, May 19, 2012 1:30 PM
To: shulseberg@glenellyninfo.org
Subject: Cell Towers in Glen Ellyn

Staci
Ms. Hulseberg,

As a resident of Glen Ellyn since 1992 I have suffered through the poor cell phone reception that Glen Ellyn is notorious for.
There is a planning meeting being held on May 24th that I will not be able to attend due to an out of town business commitment, but wanted to voice my support for the cell tower enhancements that are critical to Glen Ellyn's future. Of course the tower enhancements should not be eyesores, but it would be a mistake to allow the "do nothing to change Glen Ellyn" crowd to stop progress on this important initiative. I'm sure that a reasonable compromise can be developed that will balance the needs of the cell phone network and the integrity of Glen Ellyn.

Regards,
Bob Tyler
642 Duane Street

Sent from my iPad

Michele Stegall

From: Staci Hulseberg
Sent: Thursday, May 24, 2012 4:18 PM
To: jtatlock46@aol.com; Michele Stegall
Subject: RE: AT&T Wireless Coverage in Glen Ellyn

Judy,

Thank you very much for your input. We will share it with the Plan Commission.

Staci

Sent from my Windows Phone

From: Judy Tatlock
Sent: 5/24/2012 2:21 PM
To: shulseberg@glenellyninfo.org
Subject: AT&T Wireless Coverage in Glen Ellyn

I am a longtime resident of Glen Ellyn and I care about our community.

I understand that upgrades to AT&T wireless system is on the agenda of the board meeting tonight. I had hoped to attend to support this improvement for our wireless service, but will not be able to attend.

I wanted to reach out to you to let you know that this improvement is not just important to me as a resident, but also for businesses visiting shoppers and all residents.

Thank you for your consideration.

Judy Tatlock
46 N. Park Blvd
Glen Ellyn
Sent from my BlackBerry®

2. Will not be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area because the installation of additional antenna on the property could have an adverse impact on the character of the area.

3. Will be hazardous or disturbing to existing or future neighborhood uses because it would potentially permit or allow increased usage of the site for commercial telecommunications facilities that are inconsistent with the residential character of the neighborhood.

The motion to recommend denial carried with five (5) "yes" and four (4) "no" votes as follows: Plan Commission Vice Chairman Strayer, Plan Commissioners Elliott, Girling, Whalen and Whiston voted yes, while the dissenters with "no" votes were Plan Commissioners Bromann, Buckton, Ford and Heming-Littwin.

PUBLIC HEARING – 439-447 COTTAGE AVENUE, COTTAGE AVENUE WATER TOWER – AT&T SPECIAL USE PERMIT AMENDMENT. PUBLIC HEARING WITH DISCUSSION, CONSIDERATION AND RECOMMENDATION REGARDING A REQUEST FOR APPROVAL OF AN AMENDMENT TO THE SPECIAL USE PERMIT APPROVED ON MARCH 22, 1999 BY THE ADOPTION OF ORDINANCE 4692 TO ALLOW AT&T'S EXISTING NINE ANTENNAE LOCATED AROUND THE STEM OF THE WATER TOWER AT A HEIGHT OF APPROXIMATELY 66 FEET TO BE REMOVED AND REPLACED WITH TWELVE NEW ANTENNAE THAT WOULD HAVE A HEIGHT OF APPROXIMATELY 70 FEET. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF COTTAGE AVENUE BETWEEN WESTERN AVENUE AND PLEASANT AVENUE IN THE R2 RESIDENTIAL ZONING DISTRICT.

Commissioner Whalen made a motion to open the public hearing on 439-447 Cottage Avenue at 9:37 p.m. The motion was seconded by Commissioner Girling and carried unanimously by a vote of 9-0.

Staff Introduction

Village Planner Stegall stated Goodman Networks for New Wireless PCS, LLC (aka AT&T) is requesting approval for an amendment to the Special Use Permit approved on March 22, 1999 by the adoption of Ordinance 4692 to allow AT&T's existing nine antennae around the stem of the water tower at 439-447 Cottage Avenue to be removed and replaced with twelve new antennae.

Village Planner Stegall stated the petitioner is requesting an amendment to allow the removal of its nine existing 1.9 foot tall antenna and the replacement of these antennae with twelve 6.06 foot tall antennae. The height of the new antennae measured from the base of the water tower to the top of the antennae would be approximately 70 feet. Village Planner Stegall stated the proposed antennae would be painted to match the color of the water tower. Village Planner Stegall stated all the associated equipment cabinets that would support the new antennae would be located within the base of the water tower, and the Public Works Department has reviewed the equipment cabinet plans.

Vice Chairman Strayer stated at one point, Ameritech (now Verizon) had antennae on the tower to which Village Planner Stegall stated those antennae are on the top of the tower. Vice Chairman Strayer asked if this motion was approved, would that bring the number of antennae to 26 to which Village Planner Stegall stated it would. Commissioner Ford asked if the same pattern of antennae would be around the stem, but just with more antennae to which Village Planner Stegall stated that was correct.

Petitioner's Presentation

Steve Pala, real estate advisor for Goodman Networks located at 900 National Parkway, Schaumburg, Illinois, and James Compton, RF Engineer with AT&T Mobility located at 930 National Parkway, Schaumburg, Illinois were sworn in. Mr. Pala stated Goodman Networks is AT&T's Illinois and Wisconsin Region provider of real estate and construction services, and AT&T relies on Goodman Networks to acquire and modify sites. Mr. Pala stated in March 1999, the current installation of antennae has remained basically unchanged with only a few modifications.

Vice Chairman Strayer asked if Goodman Networks for New Wireless PCS, LLC (aka AT&T) is not really AT&T, but an independent corporation to which Mr. Pala stated Goodman Networks is a subcontractor of AT&T Mobility. Vice Chairman Strayer asked if Goodman Networks perform maintenance on the sites to which Mr. Pala stated they do have maintenance contracts as well. Vice Chairman Strayer asked if the Village would be the lesser to AT&T and not to Goodman Networks which Mr. Pala stated this was correct. Attorney for the Village Simon stated the beneficiary of the Ordinance consideration would be AT&T Mobility.

Mr. Compton put up a current coverage map and then the predicted model map of coverage if the proposed antennae are used. Mr. Compton stated the size of antennae depends on the size of frequency you operate. Mr. Compton stated AT&T has licenses in four different frequency bands, ranging from the highest frequency at 2100 megahertz to the lowest frequency at 700 megahertz. Mr. Compton stated the size of antennae at 700 megahertz is not compatible with what is on the water tower now, and they need to change the antennae in order to offer enhanced services and enhanced capacity. Mr. Compton stated AT&T's current frequency of operation is 1900 megahertz, and that does not carry as far or penetrate buildings well so AT&T wants to be able to offer their services at lower frequencies which seem to carry further and penetrate buildings better. Mr. Compton stated the proposed new coverage should expand out significantly due to better signal strength. Mr. Compton stated enhancing the coverage will provide calculated benefits as AT&T expects a 66.5% increase in covered users and an 84% improvement in data speeds.

Mr. Pala stated the Commission has pictures in their packets of the additional brackets and mounting hardware needed for the antennae which will be painted to match the existing color of the water tower as the current antennae are and the proposed antennae will be too. Mr. Pala stated all the equipment, radios, additional cabinets and other hardware will be housed inside the water tower at the base of the water tower, inside the stem or near the antennae. Mr. Pala stated that with the application, an RF Exposure Study was submitted, which is a study of existing equipment and proposed equipment running at optimal levels to measure exposure of radio frequencies. Mr. Pala stated that AT&T's internal policy, above and beyond FCC requirements, requires AT&T's components emit no more than 5% of the total RF emissions on site. Mr. Pala stated there is also an Interference Study submitted with the application, which shows AT&T's installation performing at

optimal levels would not pose interference for any of the other wireless carriers at this site, the Village's SCADA system or DuComm.

Vice Chairman Strayer asked about the two additional reports in the packet, prepared by Site Safe Consulting Engineers, which certify that based on modeling, AT&T would comply with all the FCC's requirements to which Mr. Pala stated this was correct.

Commissioner Buckton asked if these emissions are greater or lesser depending on the reduced frequency to which Mr. Compton stated output powers are fairly constant across the frequency bands; however, technically, as you go up in frequency, the emissions become more energetic. Commissioner Buckton asked if the energy level of the proposed frequency is lower because the frequency is lower to which Mr. Compton stated this was correct.

Vice Chairman Strayer asked if AT&T has a more conservative threshold to which Mr. Compton stated the AT&T policy requirement is to try to design sites to operate at less than 5% of the Public Exposure Limit. Vice Chairman Strayer asked if there is a more liberal policy for the workers to which Mr. Compton stated there is a higher level called Occupational Level which is 10 times higher than the Public Level and is used for the people who work in and around the antennas.

Vice Chairman Strayer stated there is signage on-site at the water tower which warns people to which Mr. Compton stated AT&T is required to post signage which says it may exceed the Public Exposure Limits beyond that point.

Mr. Pala referred to the Staff Report under the Plan Commission Action which states, "In reviewing the request, the Commission should consider the criteria in Section 10-10-14(E) of the Zoning Code and whether granting of the request would have any impact on the findings of fact in Ordinance 4692." Mr. Pala stated in addition to those findings of fact, AT&T has submitted their answers to the current findings of fact for Special Use and would like to ensure those are put in the record in support of AT&T's petition.

<u>Responses to Questions from the Plan Commission</u>

Commissioner Buckton stated he was on the Plan Commission in 2007 when the T-Mobile application came before the Commission and asked if AT&T was using the water tower in 2007 to which Mr. Compton stated AT&T has been using the stem on the water tower since 1999. Commissioner Buckton asked if there was a time that AT&T had equipment that was not in use to which Mr. Compton stated AT&T never had idle equipment. Commission Buckton referred to the minutes from the 2007 proceedings, where it seemed T-Mobile was going to take up space which AT&T was not using to which Mr. Compton stated at that time, AT&T was probably switching out the 1st Generation technology to the 2nd Generation technology, and the cabinets were smaller so T-Mobile may have taken some of AT&T's unused space in the water tower. Senior Plant Operator Bach stated during the initial package, there was a cabinet to be used for further development which T-Mobile then infringed on that area. Commissioner Buckton asked if there was ever a time where AT&T was not using the antennae to which Senior Plant Operator Bach stated the antennae were always being used.

Commissioner Elliott asked if there is a ring of nine antennae on the stem now which will be taken out then twelve antennae that are a little taller put in the same place to which Mr. Compton

stated that is correct. Commissioner Elliott asked about the anticipated improvement which should hopefully help the cell coverage issues in the Village's downtown district to which Mr. Compton stated the numbers are taken from their modeling tool, and it will not clear up all the issues; however, there should be a 67% increased improvement in coverage and an 84% increased improvement in data speeds which are material improvements. Commissioner Elliott asked if the authors of the Interference Study and the RF Exposure Study were present for questions this evening to which Mr. Compton stated the authors are not present, but he is the Illinois-Wisconsin Market RF Safety Coordinator for AT&T Mobility, and he has worked with Site Safe on these studies. Mr. Compton stated AT&T provides information on what type of antennae, what the output powers are and how many carriers there are, and this information goes into the models. Commissioner Elliott asked how a study in conducted if the equipment is not up yet to which Mr. Compton stated mathematical models are done to calculate the loss of energy to an object at a certain point, and this is compared to other test data.

Vice Chairman Strayer asked if there is a margin of error with these studies to which Mr. Compton stated there is a margin of error; however, the models over-predict exposure levels so they can see worst-case scenarios and still be under the 5% Public Exposure Levels. Mr. Pala stated previous Plan Commissions have looked at studies vs. modeling in past proposals and worked with AT&T's engineers to figure out what the differences were. Mr. Pala stated a model usually produces less exposure by virtue of what is ultimately installed is never functioning at 100%. Vice Chairman Strayer referred to the 1996 Telecommunications Act where its amendment says the only requirement for the applicant is to certify compliance with all the FCC's regulations which is why AT&T has submitted these reports and are certifying they are compliant. Mr. Compton stated they do not put a site on the air which is not compliant, and every site is reviewed every two years.

Commissioner Heming-Littwin asked for the proposed cellular coverage map to be put back up and asked where the other sites are located to which Mr. Compton stated he is not familiar with Glen Ellyn enough to identify each of them. Commissioner Heming-Littwin stated she wanted to get the location bearings so everyone can see the coverage areas in comparison to where the water tower is.

Commissioner Buckton asked if there will be changes to all locations to which Mr. Compton stated AT&T is updating all the networks to the 4th Generation technology which will operate under 700 megahertz. Commissioner Buckton asked if Special Use Permits will be necessary for the other locations to which Mr. Compton stated he will be before the Plan Commission again for each location in the Village. Village Planner Stegall stated this ultimately depends on how the ordinances for each site are written and if the proposed change would be a substantial change.

Commissioner Whalen asked if this Special Use Permit was denied, would AT&T need to look for additional sites to which Mr. Compton stated AT&T would probably need about three to four additional sites. Commissioner Whalen stated this petition would keep the community at a minimum then to which Mr. Compton stated that is correct. Mr. Compton stated based on design technology, AT&T would need 56 antennae to provide all the frequencies and technology; however, AT&T is only asking for 12 antennae.

Responses to Questions of the Petitioner from the Audience

Barbara Ruisard, 433 Cottage Avenue, Glen Ellyn, Illinois, asked about the larger the antenna, the greater the energy it is producing to which Mr. Compton stated this is not correct as antenna size is depicted by frequency of operation, and lower frequencies require larger antennae but are less energetic. Ms. Ruisard stated AT&T uses the larger low frequency antennae to go farther and permeate buildings more to which Mr. Compton stated various obstructions absorb energy at different frequencies at greater or lesser amounts, and the lower frequencies are usually less impacted. Ms. Ruisard referred to the proposed cellular coverage maps and asked if the problem areas of the downtown district and Glenbard are still not going to be served then get them service to which Mr. Compton stated AT&T is trying to, but they need to watch the budgets. Ms. Ruisard asked if this would provide better services to existing customers or provide AT&T an opportunity to gain new customers to which Mr. Compton stated both were true. Ms. Ruisard asked if the improvement is primarily to the north of downtown to which Mr. Compton stated that is correct. Ms. Ruisard asked about the RF Exposure testing maximum to which Mr. Compton stated the testing is usually done in 1-foot cubes, and they can come out and actually test the site.

Commissioner Heming-Littwin asked for the current and proposed cellular maps to be put back up and stated you can see more coverage is proposed to the south and west.

Bill Dillard, 452 Cottage Avenue, Glen Ellyn, Illinois, asked about the keeping the frequencies to safe levels and if testing is combined with all other frequencies to which Mr. Compton stated the modeling is done with every carrier on the tower. Mr. Dillard asked if the testing would include the DuComm antennae to insure there are no issues to which Mr. Compton stated this is correct. Mr. Dillard asked if AT&T would sign a new lease with the Village to which Mr. Pala stated this is correct. Mr. Dillard asked if AT&T had started installation as the parkway is being dug up to which Mr. Pala stated a fiber optic line was extended to the site through permission by the Village. Mr. Dillard asked if this fiber optic is setting the stage for these antennae to which Mr. Compton stated not necessarily. Mr. Dillard asked if other locations in the area have been looked into to which Mr. Compton stated AT&T has done this, but the Village is challenged and has limited options. Mr. Dillard asked about why the warning sign is by the water tower to which Mr. Compton stated the Village has required AT&T to put the sign there, and the sign states that it may exceed the public exposure levels. Mr. Dillard stated he has AT&T service which is bad and why is that to which Mr. Compton stated AT&T operates 1900 and 850, but 850 is not currently available as 50% of carriers are active in the Village, 850 cannot be run off the current antennae.

Jeff Reber, 433 Cottage Avenue, Glen Ellyn, Illinois, asked if increasing the surface area of antennae means AT&T will be putting out more power to which to which Mr. Compton stated AT&T will be able to operate lower frequencies because antennae will be larger and capable to run dual bands, low band elements and high band elements. Mr. Reber asked if AT&T is carrying four times the number of channels to increase the number of channels or just putting more power across the board to which Mr. Compton stated AT&T will add two 850 channels and a 700. Mr. Reber asked about the antennae deflective angle to which Mr. Compton stated the current antennae have vertical beam width/angle of about 30 degrees and a horizontal beam width of 90 degrees, and the proposed antennae would have a vertical beam width of 15 degrees at 850 and 70 degrees at 1900 so they contain and control the signal better. Mr. Reber asked if the signals will be denser than the previous to which Mr. Compton stated that is a good way of putting it. Mr. Reber asked if other sites were

investigated to which Mr. Compton stated AT&T's first choice is always an existing site and make modifications, and the maps only contain changes to the current site and not the other sites.

Christian Ambler, 464 Cottage Avenue, Glen Ellyn, Illinois, asked as opposed to a blue sign, what does a black and yellow sign signify to which Mr. Compton stated he is not familiar with this particular sign; however, he thinks it is just an informational sign saying there is radio equipment at the site. Mr. Ambler asked if this is a warning sign to which Mr. Compton stated he is not aware of that. Mr. Ambler asked if the goal is to improve coverage in downtown Glen Ellyn, could AT&T relatively easily affix a pole to a downtown building and put the antennae around that pole to better improve the service to which Mr. Compton stated that could be an option if the Special Use Permit is not granted, and AT&T prefers to modify existing sites first. Mr. Ambler asked if the modification of existing sites is to maximize AT&T's bottom line to which Mr. Compton stated AT&T is encouraged to use less towers. Mr. Ambler asked if a pole was added to a roof structure in the downtown district that would allow AT&T to place their commercial equipment for profit in a commercially-zoned area that is there for the purpose of doing business to which Mr. Compton stated this could be possible, but would need a specific building so AT&T could check the structural support, the roof support of equipment and power to support telecommunications support. Mr. Ambler asked if this work has not been done to which Mr. Compton stated he has not studied that work for a hypothetical building in downtown Glen Ellyn, nor any specific building.

Amy Watroba, 428 Anthony Street, Glen Ellyn, Illinois, asked if AT&T did have the capacity to check the RF after installation is it standard procedure to do this to which Mr. Compton stated AT&T can do this for a site, but where the antennae are greater than 30 feet above the ground and the powers are below set levels by the models, these can be categorically excluded, AT&T is not required to specifically measure the RF unless directed by the Village to do this. Ms. Watroba asked if the requirement changes if multi-story buildings are in close proximity to the antennae and if so, how high do the buildings need to be to which Mr. Compton stated the buildings would need to be in very close proximity, probably 30 to 40 feet away from the structure. Ms. Watroba asked how this would be measured to which Mr. Compton stated it would be measured diagonally, and in general, the energy is strongest at the center of the antennae and is the area of greatest exposure.

Motion
Commissioner Girling made a motion, seconded by Commissioner Whiston to continue the public hearing on the amendment to the Special Use Permit for the water tower at 439-447 Cottage Avenue to June 14, 2012, and the motion carried unanimously by a vote of 9-0.

Trustee Report

None

Staff Report

Ms. Stegall introduced Planning Intern Dan Dickerson who will work for a full year for the Village.

Adjournment
There being no further business before the Plan Commission, Commissioner Girling moved, seconded by Commissioner Heming-Littwin, to adjourn the meeting at 10:40 p.m. The motion carried unanimously by a vote of 9-0.

DRAFT

CONTINUED PUBLIC HEARING – 439-447 COTTAGE AVENUE, COTTAGE AVENUE WATER TOWER – AT&T SPECIAL USE PERMIT AMENDMENT
CONTINUED PUBLIC HEARING WITH DISCUSSION, CONSIDERATION AND RECOMMENDATION REGARDING A REQUEST FOR APPROVAL OF AN AMENDMENT TO THE SPECIAL USE PERMIT APPROVED ON MARCH 22, 1999 BY THE ADOPTION OF ORDINANCE 4692 TO ALLOW AT&T'S EXISTING NINE ANTENNAE LOCATED AROUND THE STEM OF THE WATER TOWER AT A HEIGHT OF APPROXIMATELY 66 FEET TO BE REMOVED AND REPLACED WITH TWELVE NEW ANTENNAE THAT WOULD HAVE A HEIGHT OF APPROXIMATELY 70 FEET. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF COTTAGE AVENUE BETWEEN WESTERN AVENUE AND PLEASANT AVENUE IN THE R2 RESIDENTIAL ZONING DISTRICT.

Petitioners' Presentation (continued)

Steven Pala, Real Estate Advisor, Goodman Networks, 930 National Parkway, Schaumburg, Illinois, and James Compton, RF Engineer with AT&T Mobility, 930 National Parkway, Schaumburg, Illinois were present as representatives for AT&T. Mr. Pala stated that questions were raised at the previous meeting regarding the exact boundaries of AT&T's proposed expansion and he was present to provide that information. He displayed new coverage maps indicating the areas of the best signal level that can be achieved with the current configuration which includes Hawthorne at the north, Euclid at the east, Western at the west and Anthony at the south. Mr. Pala also displayed a similar proposed coverage map which expands dramatically from Maple at the north, Hill at the south, Kenilworth at the east and Lenox at the west (north of the railroad tracks) and Montclair at the west (south of the tracks). He added that the Metra lots to the east and the Glen Ellyn library with its parking areas are also included in the proposed coverage. Mr. Pala stated that an RF study has been submitted that certifies that FCC guidelines are not being exceeded. He stated that responses to the Village's special use standards have also been submitted. He also stated that staff is requesting the Plan Commission to review AT&T's request relative to the initial special use approved through Ordinance 4692.

Responses to Questions from the Plan Commission

Mr. Pala responded to Plan Commissioner Strayer that additional equipment will be installed inside the water tower at the base when the modification is made to remove 9 antennas and add 12 antennas. Mr. Pala also responded to Plan Commissioner Strayer that the inside area of the tower at the base will be filled considerably when the 12 antennas are added. He also responded to Plan Commissioner Strayer that he is not a design authority but would be surprised if another company could add more antennas at that location.

Ms. Stegall responded to Plan Commissioner Strayer that she is not aware of DuComm expressing concern regarding the efficiency of their antenna on the tower. She also

responded to Plan Commissioner Ford that she does not believe DuComm is aware of the subject request.

Plan Commissioner Elliott asked Mr. Pala why this site location is preferred and if other sites have been reviewed and why they were not as desirable as the subject site. Mr. Pala responded that part of the testimony in the initial public hearing included a general discussion of wireless systems. He stated that AT&T would not abandon and relocate the existing service; instead they would expand the service with the latest technology and would seek to add other sites within the Village to improve coverage. Mr. Pala responded to Plan Commissioner Elliott that they would start the process over with an improved installation at the existing site if the Plan Commission and Village Board recommended denial of the subject request. He clarified that the existing system requires upgrading to provide consistent service which is currently lacking. He also added that there is information in the Plan Commission packets related to an ad hoc wireless communications facilities committee that met approximately 10 years ago that recommended driving wireless facilities to existing structures. Mr. Pala stated that the initial ordinance contains language stating that several possible alternate locations for antenna installation were considered and that the water tower installation was the least objectionable.

Plan Commissioner Whiston asked if the amount of electricity will increase with the installation of the antennas, and Mr. Pala replied yes.

Plan Commissioner Strayer submitted an article written by the AT&T Chairman entitled "Spectrum and the Wireless Revolution" dated 6/11/12 from The Wall Street Journal that provided information regarding the rate of growth and demand for mobile data expanding at the rate of 100% per year. Plan Commissioner Strayer asked Mr. Compton if that transmission capacity will be handled by cell towers, and Mr. Compton responded that is where the bulk of the capacity will be. Mr. Compton added that this project will be well within FCC guidelines.

Plan Commissioner Lannen asked if the current technology is being installed nationwide, and Mr. Pala responded yes. Mr. Pala added that, in general terms, AT&T has indicated a 67% increase in covered users and an 83% increase in data speed.

Persons in Favor of or in Opposition to the Request

Jeff Reber, 433 Cottage Avenue, Glen Ellyn, Illinois stated he lives west of the water tower. Mr. Reber reviewed comments from the May 24, 2012 Plan Commission meeting that there is an additional frequency being added to increase the coverage as shown on the map and there is additional power required in order to carry the frequency into downtown Glen Ellyn. Mr. Reber stated that he had heard at the previous meeting that the subject request has been made because the carriers generally tend to request additional antenna facilities where they already have antenna installations. He felt that, therefore, it is basically easier for AT&T to can add antennas where they already exist. He stated that he also had heard that no alternate site studies were conducted by AT&T—

at least none that had been brought before the Plan Commission. Mr. Reber felt that the water tower is the highest point that a carrier will be drawn to in Glen Ellyn. He added that the performance, however, is not as hoped for as testified to by the various carrier users. He felt that there will, therefore, always be a need for more power in this area. Mr. Reber requested that the Plan Commission ask AT&T if they have other options that would work well and ask them to provide an alternate site study. Mr. Reber stated that his motivation for requesting information about alternate sites is because space on and in the water tower is becoming maxed out. He also stated that many residents feel that safety is a primary concern in terms of future installations on the water tower. In response to Village Attorney Simon, Mr. Reber stated that the type of safety he is referring to is safety for residents' families. He also stated that space needs to be reserved for DuComm or other public safety organizations' antennas.

Comments from Staff

Ms. Stegall stated that the Village Board will withdraw the application to amend Ordinance 3810 regarding "antennas to be kept to a minimum." Ms. Stegall added that the Plan Commissioners may comment on this ordinance if they choose to do so and stated that the Village Board may appreciate hearing their comments.

Comments from the Plan Commission

All of the Plan Commissioners were in favor of the petitioners' proposed request. Plan Commissioner Whiston stated that capacity is a major issue and felt that the federal government will regulate some of the communication regulations in the future. Plan Commissioner Strayer agreed with the petitioners that they look to existing structures in the Village in which to locate antennas and that the water tower is a logical site. He also felt that the water tower is at its maximum with respect to antenna capacity. Plan Commissioner Ford stated that downtown Glen Ellyn must be adequately covered. Plan Commissioner Elliott complimented the petitioners on their presentations. He stated that he was sensitive to the neighborhood and to the minimum requirement in Ordinance 3810. He stated that the requirement that the antennas be kept to a minimum is relevant to the first 3 of the 9 factors to be considered—whether a special use is harmonious with the existing uses in the neighborhood, the character of the neighborhood and the general objectives of the Comprehensive Plan and Zoning Code. Plan Commissioner Elliott did not feel the "at a minimum" requirement comes into play with the subject request as the subject antennas are a replacement rather than an addition of antennas. He also felt that the 12 antennas will be indistinguishable from the 9 antennas that are currently located at the tower. He felt that AT&T has met the necessary requirements, and that cell coverage, particularly in the downtown area, will resultantly be improved. Plan Commissioner Lannen was pleased with the engineer's report regarding no hazards or safety concerns regarding radio frequency emissions. She added that additional towers will be located in Glen Ellyn in the future to meet the needs of the carriers. Plan Commissioner Girling felt that the petitioners met the nine special use criteria. He also did not feel that the water tower is at full capacity because of potential future changes in technology. Plan Commissioner Bromann expressed a concern regarding capacity although he was

supportive of the request which affects the service in the nearby and surrounding neighborhoods. He also felt ambivalent regarding the addition of three antennas at the site and whether or not the additional antennas will be harmonious in the neighborhood as they are larger than the previous antennas. Plan Commissioner Whalen felt that this modification minimizes the number of facilities that will be required in Glen Ellyn for at least a small time period. He also felt that the applicant overall meets the requirements of the special use permit. He encouraged the Village to review some additional landscaping and buffering at the ground level to enhance the site as the Village has requested the same of other petitioners. Chairman Fullerton commented that Ordinance 3810 applies to the nine criteria, however, this is more of a replacement rather than a large addition. She added that she feels the Village will be seeing more of this type of use which will have to be dealt with in the future.

MOTION

Plan Commissioner Girling moved, seconded by Plan Commission Ford, to recommend adoption of an amendment to the Special Use Permit for AT&T granted on March 22, 1999 by the adoption of Ordinance 4692 with no additional conditions and as found in the petitioners' application packet.

The motion carried unanimously with nine (9) yes votes and zero (0) no votes as follows: Plan Commissioners Girling, Ford, Bromann, Elliott, Lannen, Strayer, Whalen, Whiston and Chairman Fullerton voted yes.

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (**"Second Amendment"**), dated as of the latter of the signature dates below, is by and between the **Village of Glen Ellyn**, an Illinois municipal corporation, having a mailing address of 535 Duane St., Glen Ellyn, IL 60137 (**"Licensor"**) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, formerly known as AT&T Wireless PCS, Inc. (**"Licensee"**).

WHEREAS, Licensor and Licensee are parties to a License Agreement dated June 28, 1999, as amended by the Amendment To A License Agreement dated February 23, 2004 (collectively "**Agreement**"), whereby Licensor licensed to Licensee certain Licensed Premises, therein described, that are a portion of the building(s) and other property located at 447 Cottage Ave., Glen Ellyn, IL 60137 ("**Property**"); and

WHEREAS, Licensee desires to change, modify or relocate the Station, which Licensor is willing to approve; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to more expressly allocate responsibility for defending claims arising from the grant of the Agreement, any zoning or building authority granted to facilitate the location of Licensee's facilities and the placement thereof; and

WHEREAS, the Licensor and Licensee desire to amend the Agreement to adjust the license fees paid thereunder; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. New Exhibit B-1. Licensee shall have the right, subject to receipt of all applicable approvals, to change, modify or relocate the Station as more completely described on attached Exhibit B-

1. Licensor's execution of this Amendment will signify Licensor's conceptual approval of Exhibit B-1, which hereby replaces Exhibits B and C to the Agreement. No field changes shall be permitted in the course of constructing and installing the Station without obtaining the the Village's advance written consent.

2. Notices. Section 8(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: **IL1628**, Cell Site Name: **IL1628**, FA No: **10096648**
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: **IL1628**, Cell Site Name: **IL1628**, FA No: **10096648**
15 East Midland Avenue
Paramus, NJ 07652

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane St.
Glen Ellyn, IL 60137

With copy to:
Planning and Development Director
Village of Glen Ellyn
535 Duane St.
Glen Ellyn, IL 60137

Notices sent to the parties are the required legal notices, and copies to additional designees, such as their Legal Departments, are an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Emergency 911 Service. In the future, subject to (a) Licensor's written approval and (b) receipt of all required approvals, permits and licenses, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated performance or service standard, including but not limited to emergency 911 communication services.

4. Indemnification. Licensee hereby agrees to pay for any costs incurred by the Licensor including, but not limited to, attorney's fees, experts' fees, and other related costs associated with enforcing Licensor's rights hereunder and administrative hearings and building and zoning permits, or litigation in the event that any suit is filed or claim made by a third party regarding the invalidity or limitations associated with this License or the zoning and building authority

necessary for the implementation hereof. The remaining indemnity provisions of the Agreement that are not in conflict herewith shall remain in full force and effect.

5. License Fees. From and after the first month following installation of the additional Licensee Facilities described in Exhibit B-1, the Licensee shall pay Licensor as an Additional License Fee the sum of Three Hundred Fifty Dollars ($350.00) per month in the same manner described in Paragraph 3 of the Agreement. The Additional License Fee shall increase in the same manner described in Paragraph 3 of the Agreement.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed to refer to the Agreement as modified by this Second Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

(signature page follows)

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and this Second Amendment as follows:

LICENSOR
Village of Glen Ellyn

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that _____, _____ of **Village of Glen Ellyn**, known to me to be the same person who signed the foregoing agreement, personally appeared before me this day and acknowledged that, pursuant to his authority, he signed said agreement as his free and voluntary act of said entity, for the uses and purposes therein stated.

Witness my hand and official seal the _____ day of _____, 20___.

_____
Notary Public

LICENSEE
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: Dennis Klein

Title: Area Real Estate and Construction Mgr-IL/WI

Date: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that Dennis Klein, Area Real Estate and Construction Mgr-IL/WI of **AT&T Mobility Corporation**, Manager of New Cingular Wireless PCS, LLC, known to me to be the same person who signed the foregoing agreement, personally appeared before me this day and acknowledged that, pursuant to his authority, he signed said agreement as his free and voluntary act of said entity, for the uses and purposes therein stated.

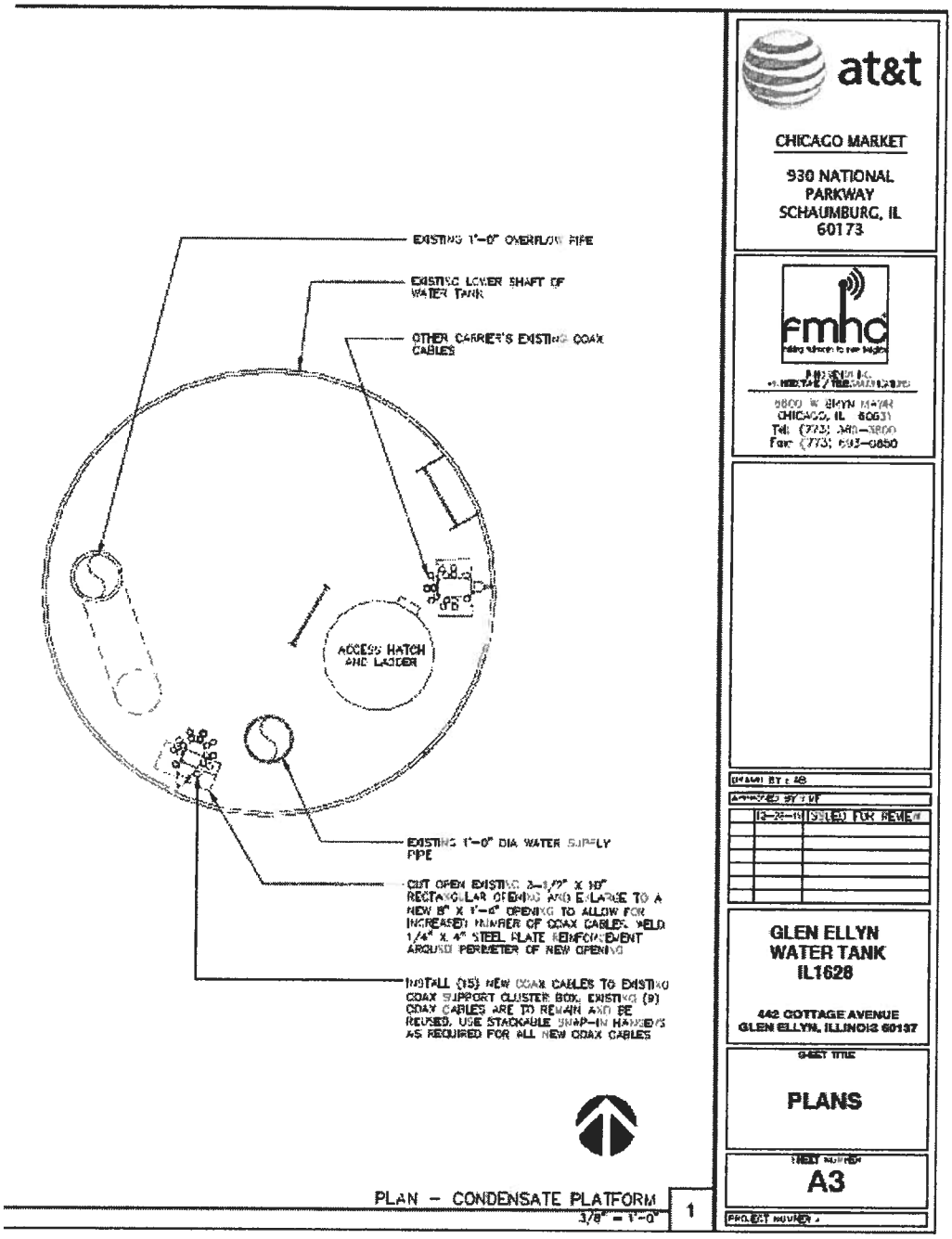
Witness my hand and official seal the _____ day of _____, 20___.

_____
Notary Public

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT

Exhibit B-1 to the Second Amendment to the June 28, 1999 License Agreement between the Village of Glen Ellyn and New Cingular Wireless PCS, LLC, f/k/a AT&T Wireless PCS, Inc., consists of the following construction drawings:



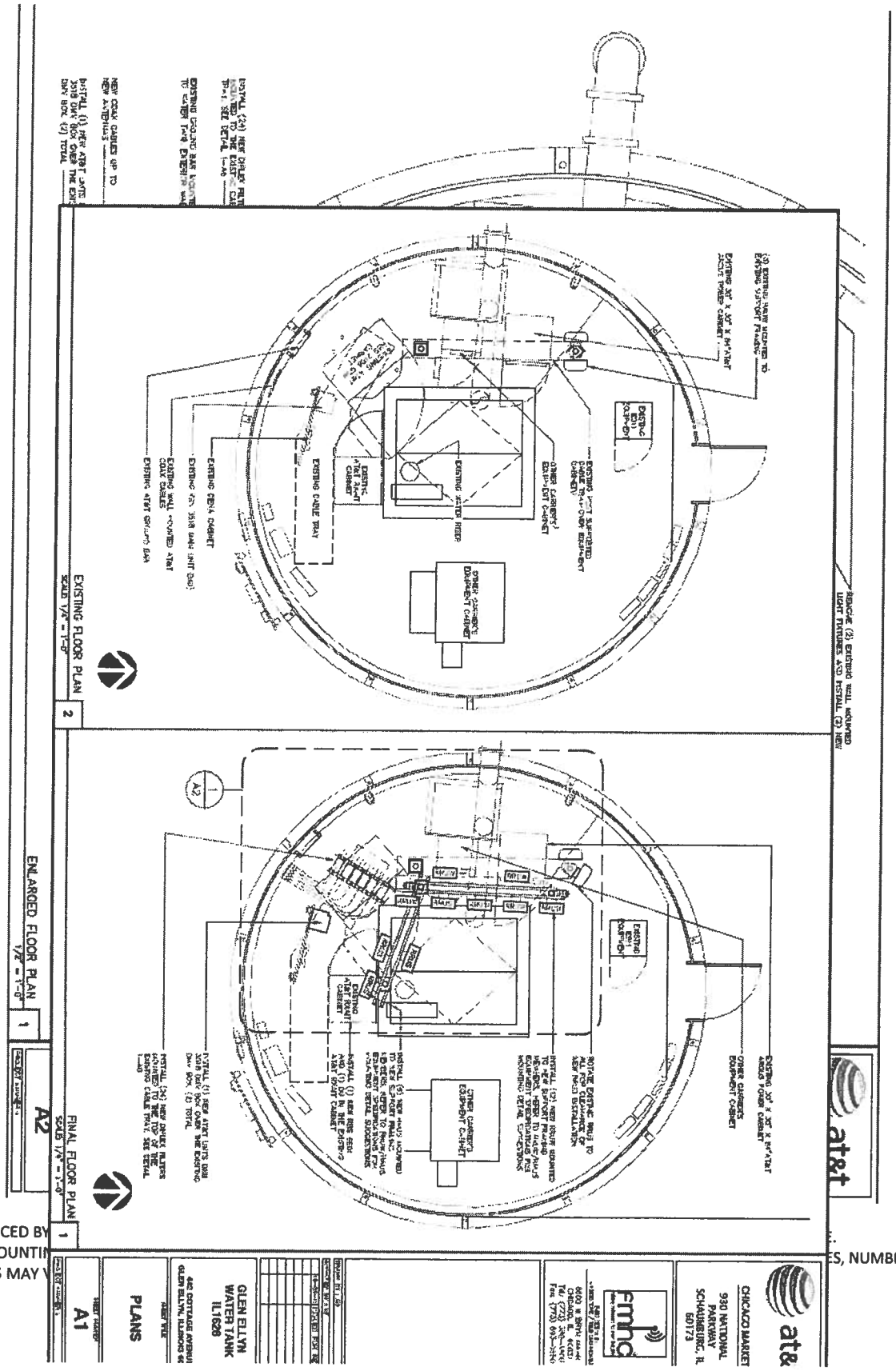
Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY LICENSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT (Cont'd.)

EXHIBIT B-1 TO SECOND AMENDMENT (Cont'd.)

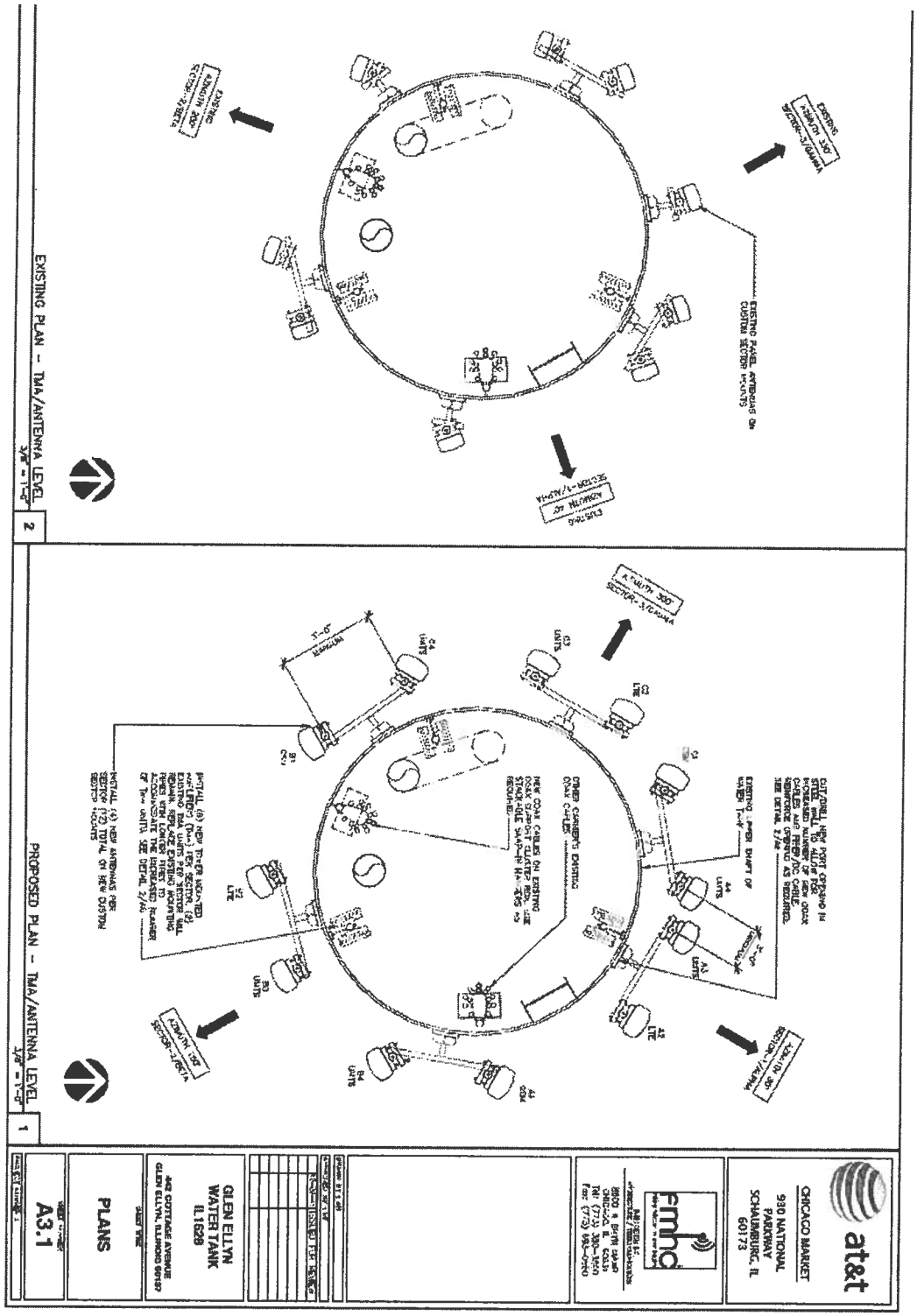


Notes:

1. THIS EXHIBIT MAY BE REPLACED BY
2. THE TYPE, NUMBER AND MOUNTIN ES, NUMBERS AND MOUNTING POSITIONS MAY V

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT (Cont'd.)

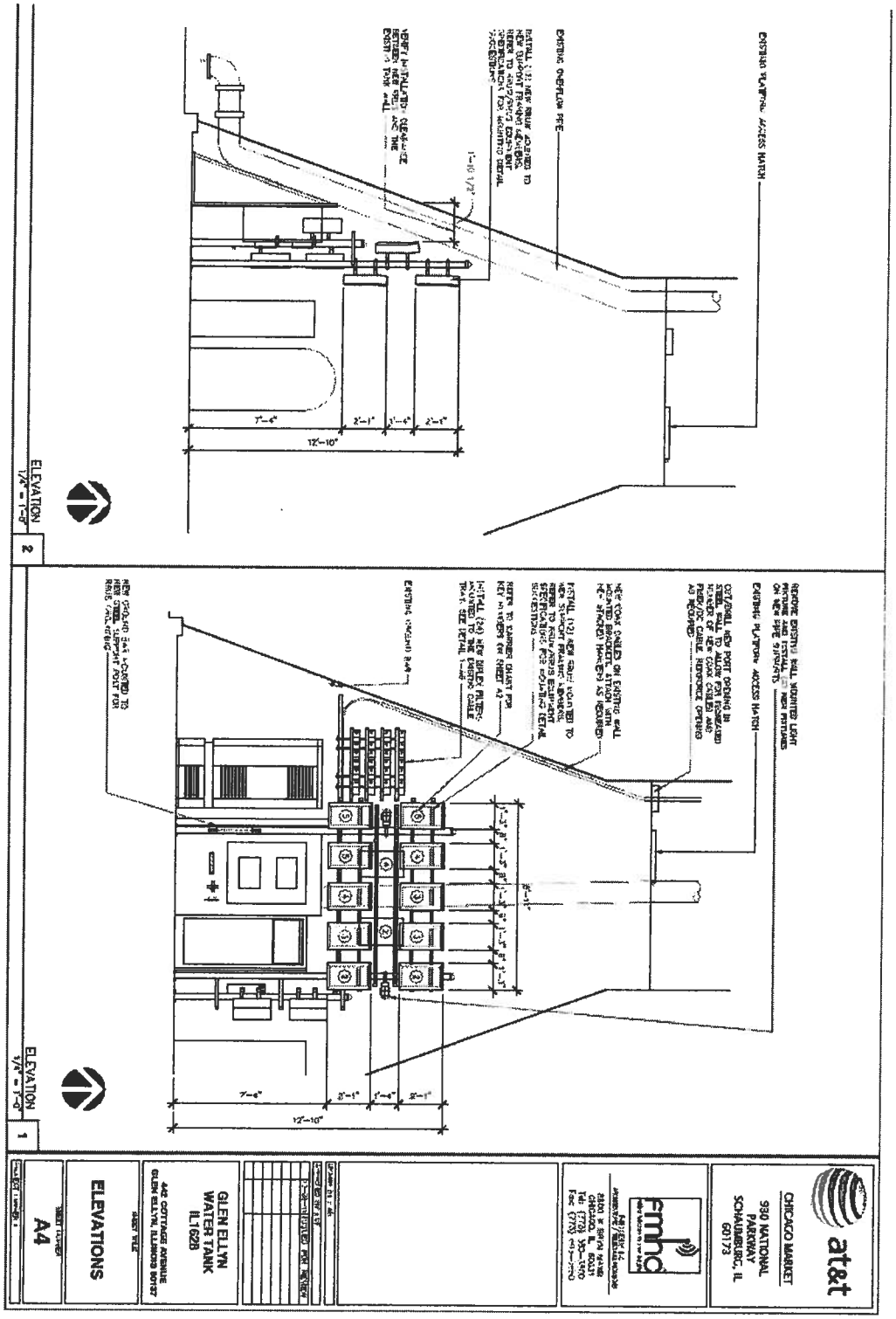


Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY LICENSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT (Cont'd.)

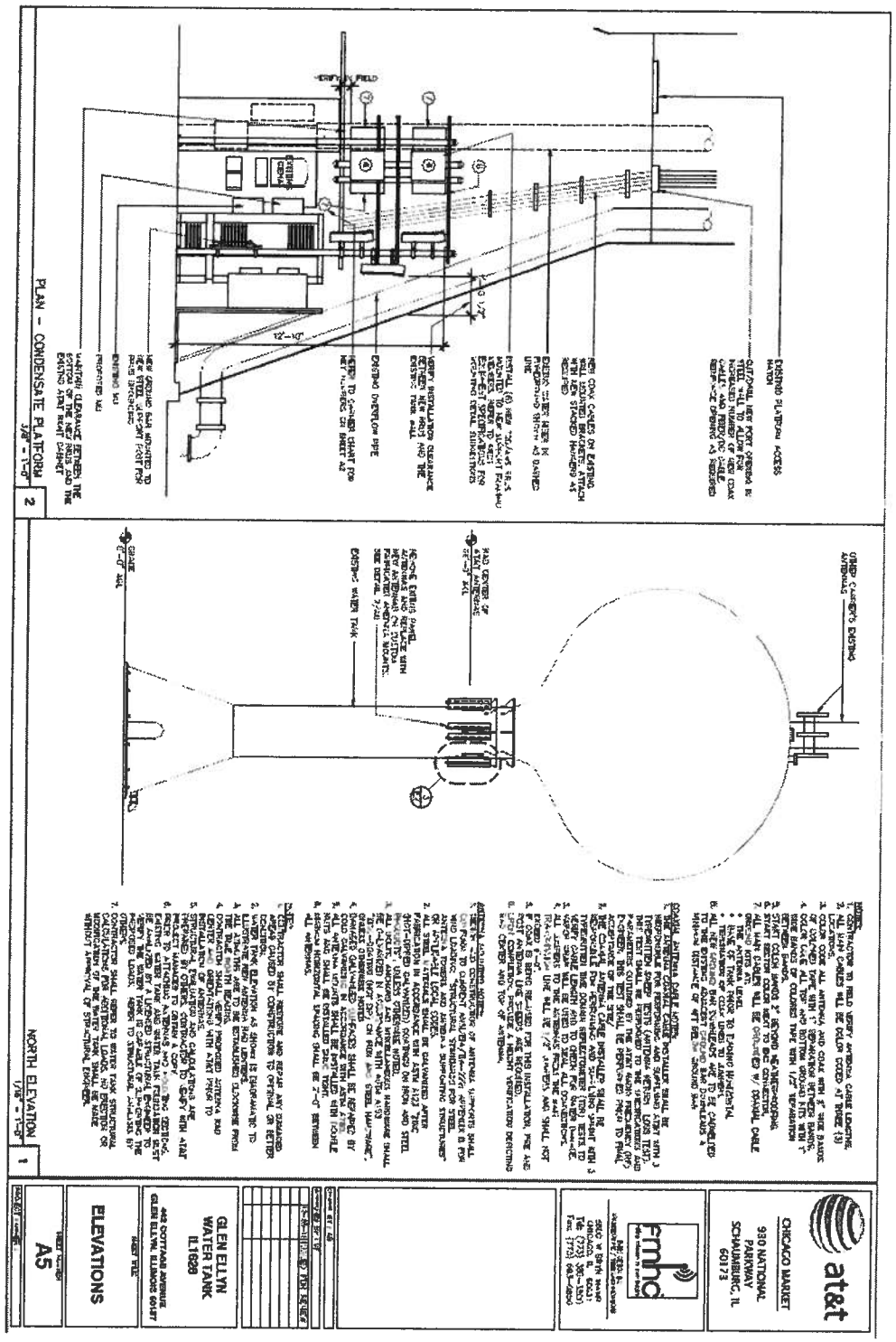


Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY LICENSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT (Cont'd.)

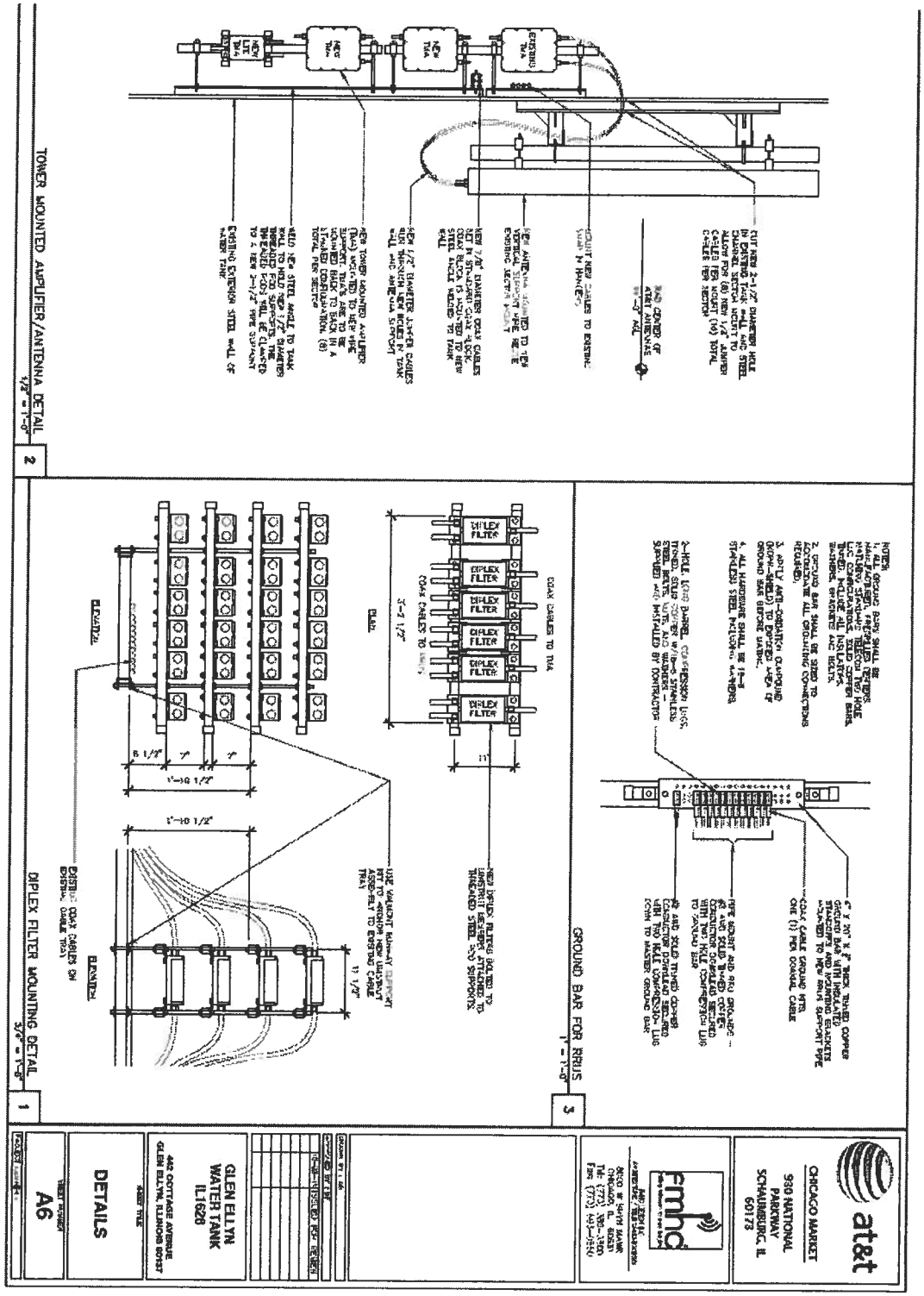


Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY LICENSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT (Cont'd.)

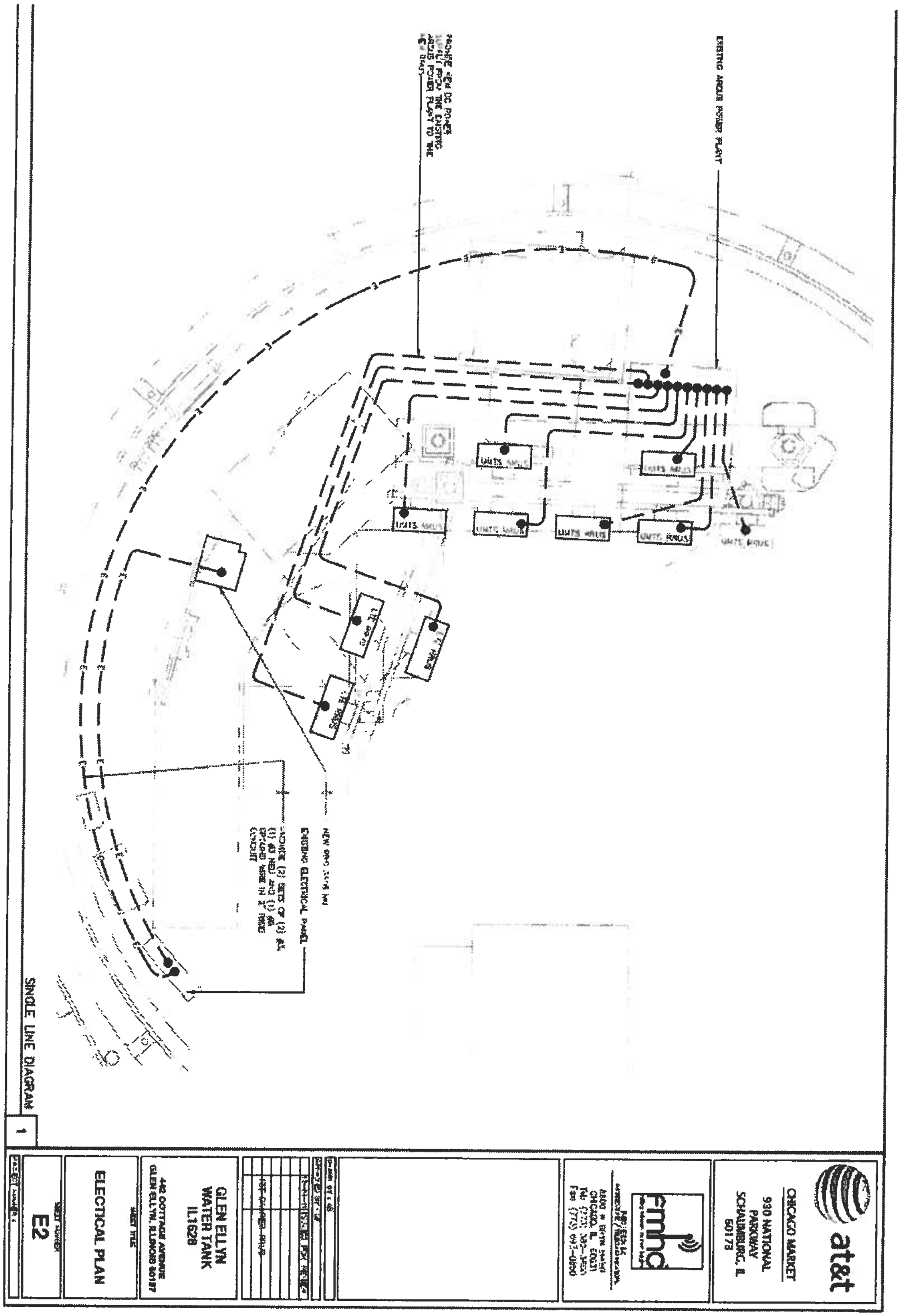


Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY LICENSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Central-IL/WI
Cell Site Number: IL1628
Cell Site Name: Glen Ellyn WT
Fixed Asset Number: 10096648

EXHIBIT B-1
TO SECOND AMENDMENT (Cont'd.)



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY LICENSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Village Of Glen Ellyn

Ordinance No. _____

An Ordinance Amending the Special Use Permit Previously Approved by Ordinance 4692 to Allow AT&T to Remove and Replace its Existing Antennae Located on the Cottage Avenue Water Tower Located at 439-447 Cottage 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 the Special Use Permit Previously Approved by Ordinance 4692 to Allow AT&T to Remove and Replace its Existing Antennae Located on the Cottage Avenue Water Tower Located at 439-447 Cottage Avenue Glen Ellyn, IL 60137

Whereas, Goodman Networks for New Wireless PCS, LLC (formerly known as AT&T Wireless PCS), has petitioned the Village President and Board of Trustees for approval of an amendment to the Special Use Permit approved on March 22, 1999 by the adoption of Ordinance 4692 to accommodate the removal and replacement of their existing nine antennae located around the stem of the water tower with twelve new antennae which would be installed at a height of approximately 70 feet; and

Whereas, the subject property is located on the south side of Cottage Avenue between Western Avenue and Pleasant Avenue in the R2 Residential zoning district on property commonly known as 439-447 Cottage Avenue and legally described as follows:

> LOTS 1 THROUGH 5 IN MCANDREWS AND JAMES SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS
>
> P.I.N.s: 05-11-304-009 AND 05-11-304-035; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Plan Commission conducted public hearings on May 24, 2012 and June 14, 2012, at which hearing the

petitioner presented evidence, testimony, and exhibits in support of the request and one people spoke in opposition to the request and six (6) people submitted correspondence in support of the request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the May 24, 2012 and June 14, 2012 public hearings, the Glen Ellyn Plan Commission adopted findings of fact and, by a vote of nine (9) "yes" and zero (0) "no" recommended approval of the request; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the May 24, 2012 and June 14, 2012 public hearings of the Plan Commission and have considered the findings of fact and recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees have determined that approving the requested Special Use Permit amendment is consistent with the goals of the Glen Ellyn Zoning Code and adopt the findings of fact relative to the request as set forth in the petitioner's application packet which are repeated below that the requested amendment:

A. Will be harmonious with and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or the Zoning Code because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities will ensure access to reliable wireless telecommunications services to serve the residents and businesses of the Village. AT&T's existing wireless facilities and proposed modifications are co-located with other wireless carriers on an existing structure. This minimizes the need to construct new telecommunications facilities in other locations within the Village and minimizes the total number of wireless facilities throughout the Village;

B. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area because the proposed modifications that comprise this request for an amendment to the existing special use for

wireless communication facilities at the Cottage Avenue Water Tank will have no impact on the use and enjoyment of property in the general vicinity for purposes that are now permitted in the Village of Glen Ellyn. Utilizing an existing municipal water tank to mount visible wireless facilities is a natural choice given the acceptance and necessity of municipal structures that provide adequate water pressure to residents in a community;

C. Will not be hazardous or disturbing to existing or future neighborhood uses because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will not pose a hazard or disturb existing or future uses that are permitted in this neighborhood. AT&T's wireless communication facility will continue to function in an unnoticeable manner that will not disturb the quiet use and enjoyment of all properties in the surrounding neighborhood;

D. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank can be adequately served by the Village of Glen Ellyn's essential public services including streets, police, fire, water, sewers and schools;

E. Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will be adequately served by the existing public services including police, fire and public works. Since this facility's establishment in March of 1999, no emergency services responses have been necessary to this location because of AT&T's wireless facilities nor have other Village of Glen Ellyn services been strained in support of its operation;

F. Will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank are virtually noise-free and do not produce smoke, fumes, glare or odors. When wireless facilities are operational they generate an average of two (2) vehicular service visits per month. For comparison, a single family dwelling generates 9.6 trips per day according to the Institute of Transportation Engineers (ITE) trip generation rates;

G. Will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank do not require construction of a vehicular approach. No vehicular approach was constructed as part of the

existing wireless facilities at this location because of the low demand for physical service visits. The proposed modifications will not increase the existing service demands on surrounding public streets and roads. Considering these factors, no vehicular approaches have been proposed as part of the modification to the existing wireless communication facilities at this site;

H. Will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank do not add any impervious surface to the site. Therefore, there will be no potential for flood damage or requires public expense for flood protection, rescue or relief due to this installation;

I. Will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community because the proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will not destroy or damage natural, scenic or historic features of major importance to the community. The existing and proposed exterior elements of AT&T's wireless facilities are located below the tank sphere at 66 feet above ground level. All other required equipment will not be visible to any individual outside of the water tank because it is located inside of the water tank itself; and

Whereas, the Village President and Board of Trustees further find that the request will keep the number of cellular telephone companies on the subject water tower to three and the increase only from nine to twelve antennae will provide citizens and businesses better access to superior telephone services, which along with some essential public uses, still keeps the placement of antennae on the water tower at a minimum. In considering the standard of "a minimum," the Corporate Authorities have considered the original intent of the Village Board, which took place in the context of wide and long antennae generally being placed on the top of towers, along with the testified to changes in technology, and the number of antennae necessary to accomplish the goal of providing effective telecommunications services in the Village considering the expanded use of cellular communications for residents, businesses and visitors to the Village.

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 of the May 24, 2012 and June 14, 2012 Plan Commission public hearing drafts of which are attached hereto as Exhibits "A" and "B" and the findings of fact set forth therein and in the preambles above are hereby adopted as the findings of fact of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the May 24, 2012 and June 14, 2012 public hearings of the Plan Commission.

Section Two: Based upon the findings of fact and recommendations of the Plan Commission as adopted herein and the findings of fact and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of the requested amendment to the Special Use Permit approved by Ordinance 4692 to allow the petitioner to remove their existing nine antennae located around the stem of the water tower and replace them with twelve new antennae.

Section Three: Section Two of Ordinance 4692 is hereby deleted in its entirety.

Section Four: Section Three Subsection A of Ordinance 4692 is hereby deleted and replaced to read as follows:

A. The project shall be constructed and maintained in substantial conformance with the testimony presented at the May 24, 2012 and June 14, 2012 Plan Commission public hearings and with the following plans and documents in the petitioner's application packet as though they were attached to this Ordinance:

1. *Application for Special Use Permit dated March 13, 2012*
2. *Final Floor Plan prepared by FMHC Design, Inc. revised January 25, 2012*
3. *Enlarged Floor Plan prepared by FMHC Design, Inc. revised January 25, 2012*
4. *Proposed Plan AMA/Antenna Level prepared by FMHC Design, Inc. revised January 25, 2012*
5. *Elevation prepared by FMHC Design, Inc. revised January 25, 2012 (Sheet A4)*
6. *North Elevation prepared by FMHC Design, Inc. revised January 25, 2012 (Sheet A5) and attached hereto as Exhibit "C"*
7. *Antenna Specifications SBMJ-1 D6565B (2 pages)*
8. *Photo Rendering of Proposed Antenna prepared by FMHC*

Section Four: The ability of the Petitioner to implement the changes authorized in this Ordinance is contingent on an amendment to the existing agreement with the Owner permitting these modifications. All other provisions of Ordinance 4692 shall remain in full force and effect. The Building and Zoning Official is hereby authorized to issue all necessary building, sign and occupancy permits pursuant to the amended Special Use Permit 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 approval of an amended Special Use Permit 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, the Village Board, by motion, may extend the period during which a 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 for a public hearing or meeting.

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

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

Section Seven: 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\Cottage\Cottage 439-477, AT&T\ATT--Ordinance--CLEAN--6-20-12.doc

APPLICATION FOR SPECIAL USE PERMIT

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Special Use described in this application.

Date Filed: February 6, 2012 **Application No:**
Name of Applicant: Steve Pala, Goodman Networks for New Cingular Wireless PCS (AT&T)

Contact Information:

Address of Applicant: 900 National Parkway, Suite 320 Schaumburg, Illinois 60173
Business Phone: 630-962-7556 **Fax:** 847-517-2754
Cell/Home Phone: 630-962-7556 **Email:** spala@goodmannetworks.com
Property Interest of Applicant: Licensee of Owner's Property
(Owner, Contract Purchaser, Owner Representative)

Contact Information:

Name of Owner: Village of Glen Ellyn

Address of Owner: 535 Duane Street
Glen Ellyn, Illinois 60134

Business Phone: 630-547-5250 **Fax:** 630-547-5370
Cell/Home Phone: 630-547-5250 **Email:** micheles@glenellyn.org

Address and Legal Description of Property:

447 Cottage Avenue. Legally Described as follows: Lots 1,2,3,4 & 5 in James McAndrew's Subdivision of part of the West Half of the Southwest Quarter of Section 11, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1891 as Document 46328, in DuPage County, Illinois.

Permanent Index No. (PIN): 05-11-304-009 & 05-11-304-035 **Zoning:** R2 Residential
Lot Dimensions: 136.28' x 151.80' **Lot Area:** 20,687.30 square feet (.47 acres)
Present Use: Village of Glen Ellyn - Cottage Avenue Water Tank

---

Requested Use/Construction: Modification to the existing AT&T Wireless Communication Facilities on the exterior and interior of the existing Village of Glen Ellyn water tank.

Estimated Date to Begin New Use/Construction: May 1, 2012

Name(s), Address(es) and Phone No(s). of Experts (architects, engineers, etc.):

Architect: Manuel Ferra, FMHC Corporation 8600 W Bryn Mawr Avenue Ste 600N Chicago, IL 60631
RF Engineering: Brian Robinson, Sitesafe, Inc. - 200 N. Glebe Rd., Suite 1000, Arlington, VA 22203-3728
Attorney: William J. Biggins, Esq. AT&T Mobility,900 National Parkway, Schaumburg, IL 60173

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-14 of the Zoning Code:

Village of Glen Ellyn Ordinance #4692 granted AT&T a special use to construct a wireless communications facility on the Cottage Avenue water tank at 535 Duane Street in March of 1999. Since that time the use of personal wireless communication has increased dramatically requiring changes in the wireless facilities themselves to meet this demand.

The existing communication facilities at this location are spectrum restricted and cannot transmit all AT&T's required frequencies because the antennas currently mounted on the water tank are obsolete. Because of this AT&T receives customer complaints for coverage, voice quality, dropped calls, and data speed issues. Adding new base station equipment and replacing the existing antennas will provide AT&T customers with improved voice and enhanced wireless data service in the Village of Glen Ellyn.

This amendment to the existing special use requests permission to modify the existing wireless communication facilities with new equipment consisting of radios in the base of the water tank and twelve (12) antennas measuring 72.7" x 11.9" x 7.1" that will replace the nine (9) existing antennas. These new antennas will be mounted to the stem of the water tank in the same position as the existing antennas that are below the sphere at approximately sixty-six feet (66') above ground level (AGL). No new electrical equipment will be added to the outside around the base of the tank. The nine (9) existing antennas measure 22.8" x 10.3" x 5.5".

The new antennas and mounts will be painted to match the water tank and respect its structural integrity in the same manner as the existing antennas. The proposed antenna installation is depicted on sheet A-5 of the construction drawings and illustrated visually on photo simulations submitted as part of this application. The improved wireless service resulting from these modifications versus the existing service is illustrated on coverage diagrams submitted in support of this special use amendment.

Through this application and supporting documents we have demonstrated that the proposed modifications to the existing AT&T wireless facilities are consistent with municipal policies that encourage facility collocation on existing structures in order to support the continued improvement of wireless service.

Describe How the Special Use:

1. Will be harmonious with and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or this Zoning Code:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will ensure access to reliable wireless telecommunications services to serve the residents and businesses of the Village of Glen Ellyn. AT&T's existing wireless facilities and proposed modifications are collocated with other wireless carriers on an existing structure. This minimizes the need to construct new

telecommunications facilities in other locations within the Village and minimizes the total number of wireless facilities throughout the Village of Glen Ellyn.

2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will have no impact on the use and enjoyment of property in the general vicinity for purposes that are now permitted in the Village of Glen Ellyn. Utilizing an existing municipal water tank to mount visible wireless facilities is a natural choice given the acceptance and necessity of municipal structures that provide adequate water pressure to residents in a community.

3. Will not be hazardous or disturbing to existing or future neighborhood uses:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will not pose a hazard or disturb existing or future uses that are permitted in this neighborhood. AT&T's wireless communication facility will continue to function in an unnoticeable manner that will not disturb the quiet use and enjoyment of all properties in the surrounding neighborhood.

4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank can be adequately served by the Village of Glen Ellyn's essential public services including streets, police, fire, water, sewers and schools.

5. Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will be adequately served by the existing essential public services including police, fire and public works. Since this facilities establishment in March of 1999, no emergency services responses have been necessary to this location because of AT&T's wireless facilities nor have other Village of Glen Ellyn services been strained in support of its operation.

6. Will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank are virtually noise-free and do not produce smoke, fumes, glare or odors. When wireless facilities are operational

they generate an average of two (2) vehicular service visits per month. For comparison, a single family dwelling generates 9.6 trips per day according to the Institute of Transportation Engineers (ITE) trip generation rates.

7. Will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank do not require construction of a vehicular approach. No vehicular approach was constructed as part of the existing wireless facilities at this location because of the low demand for physical service visits. The proposed modifications will not increase the existing service demands on surrounding public streets or roads. Considering these factors no vehicular approaches have been proposed as part of the modification to the existing wireless communication facilities at this site.

8. Will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank do not add any impervious surface to the site. Therefore, there will be no potential for flood damage or required public expense for flood protection, rescue or relief due to this installation.

9. Will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community:

The proposed modifications that comprise this request for an amendment to the existing special use for wireless communication facilities at the Cottage Avenue Water Tank will not destroy or damage the natural, scenic or historic features of major importance to the community. The existing and proposed exterior elements of AT&T's wireless facilities are located below the tank sphere at 66 feet above ground level. All other required equipment will not be visible to any individual outside of the water tank because it is located inside of the water tank itself.

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

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

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

Stephen J. Pale 13 March 2012 Goodman Networks for New Cingular Wireless PCS

Date Signature of Applicant

THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED BY COMPLETING THIS APPLICATION IN DETAIL

REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: #_____
Initial Deposit Amount: $5,000.00

I. DESCRIPTION OF PROJECT: Modification to Existing AT&T Wireless facility

II. OWNER:
- A. Owner of Property: Village of Glen Ellyn
- B. Owner's Address: 535 Duane Street Glen Ellyn IL 60134
- C. Owner's Home Phone Number: 630-547-5250 Fax: 630-547-5370
- D. Owner's Work Phone Number: 630-547-5250
- E. Owner's E-mail: michele s@glenellyn.org
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.

III. PERSON MAKING REQUEST (Petitioner):
- A. Name of Petitioner: Steve Pala
- B. Petitioner's Address: 900 National Parkway Schaumburg IL 60173
- C. Petitioner's Home Phone Number: 630 962 7556
- D. Petitioner's Work Number: 630 962 7556
- E. Petitioner's E-mail: spala@goodnonetworks.com

IV. LOCATION OF PROPERTY:
- A. General Location of Property: 447 Cottage Avenue
- B. Acreage of Parcel: .47 acres
- C. Permanent Index Number(s): 05-11-304-009 / 05-11-304-035
- D. Legal Description (Please attach)

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.

Stephen Dale for AT&T Mobility
Petitioner

Village of Glen Ellyn

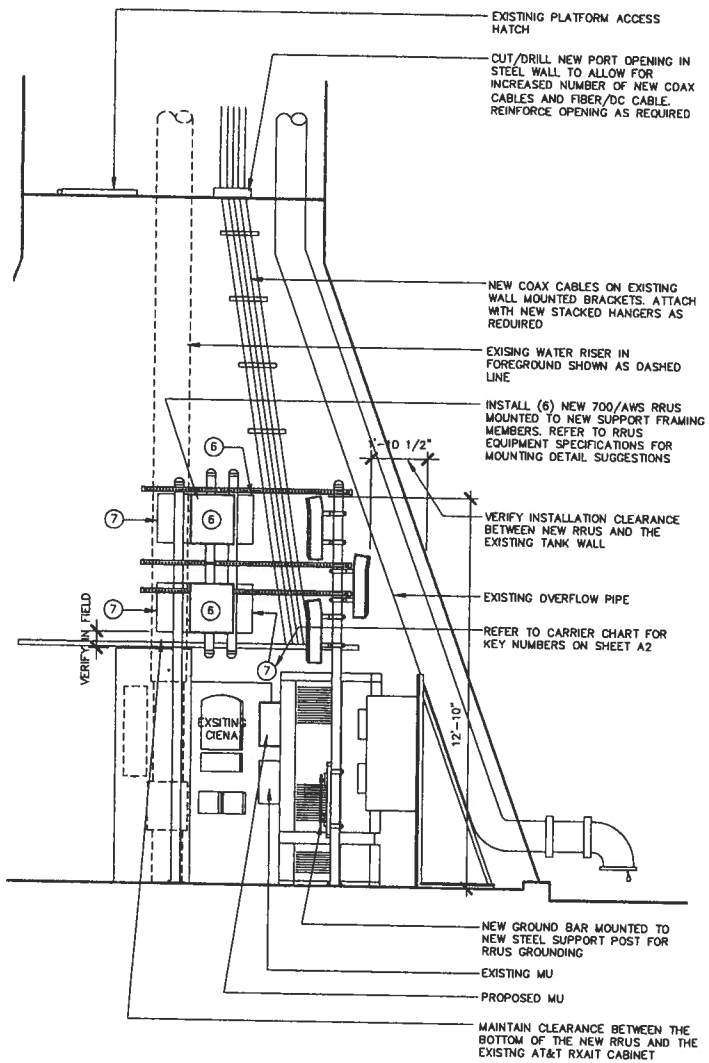
_____
Owner

By:_____
Planning and Development Director

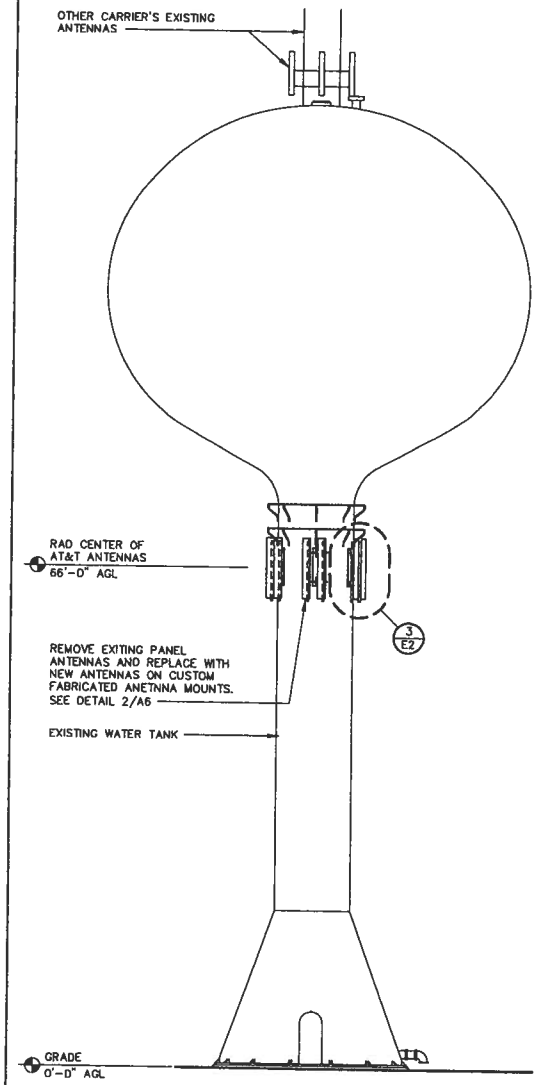
Date: _____

Date: _____

X:\Plandev\PLANNING\FORMS\ReimOfFeesAgrmt 020410 lg.doc



PLAN – CONDENSATE PLATFORM
3/8" = 1'-0"
2



NORTH ELEVATION
1/16" = 1'-0"
1

NOTES:
1. CONTRACTOR TO FIELD VERIFY ANTENNA CABLE LENGTHS.
2. ALL MAIN CABLES WILL BE COLOR CODED AT THREE (3) LOCATIONS.
3. COLOR CODE ALL ANTENNA AND COAX WITH 2" WIDE BANDS OF COLORED TAPE WITH 1" SEPARATION BETWEEN BANDS.
4. COLOR CODE ALL TOP AND BOTTOM GROUND KITS WITH 1" WIDE BANDS OF COLORED TAPE WITH 1/2" SEPARATION BETWEEN BANDS.
5. START COLOR BANDS 2" BEYOND WEATHERPROOFING.
6. START SECTOR COLOR NEXT TO END CONNECTOR.
7. ALL MAIN CABLES WILL BE GROUNDED W/ COAXIAL CABLE GROUND KITS AT:
   - THE ANTENNA LEVEL
   - BASE OF TANK PRIOR TO TURNING HORIZONTAL
   - TERMINATION OF COAX LINES TO JUMPERS
8. ALL NEW GROUND BAR DOWNLEADS ARE TO BE CADWELDED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4FT BELOW GROUND BAR

COAXIAL ANTENNA CABLE NOTES:
1. THE ANTENNA COAXIAL CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING AT&T WITH 3 TYPEWRITTEN SWEEP TESTS (ANTENNA RETURN LOSS TEST). THIS TEST SHALL BE PERFORMED TO THE SPECIFICATIONS AND PARAMETERS OUTLINED BY THE AT&T RADIO FREQUENCY (RF) ENGINEER. THIS TEST SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE/
2. THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH 3 TYPEWRITTEN TIME DOMAIN REFLECTOMETER (TDR) TESTS TO VERIFY CABLE LENGTH AND TO CHECK FOR WATER DAMAGE.
3. VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
4. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" JUMPERS AND SHALL NOT EXCEED 6'-0".
5. IF COAX IS BEING RE-USED FOR THIS INSTALLATION, PRE AND POST ANTENNA LINE SWEEPS ARE REQUIRED.
6. UPON COMPLETION, PROVIDE A HEIGHT VERIFICATION DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:
1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/EIA/TIA-222; APPENDIX B FOR WIND LOADING; "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES" OR APPLICABLE LOCAL CODES.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIPPED GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
6. MINIMUM HORIZONTAL SPACING SHALL BE 2'-0" BETWEEN ALL ANTENNAS.

NOTES:
1. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
2. WATER TANK ELEVATION AS SHOWN IS DIAGRAMATIC TO ILLUSTRATE NEW ANTENNA RAD CENTERS.
3. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
4. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER AND ORIENTATIONS WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
5. STRUCTURAL EVALUATION AND CALCULATIONS ARE PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH AT&T PROJECT MANAGER TO OBTAIN A COPY.
6. PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, EXISTING WATER TANK AND WATER TANK FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY THE WATER TANK IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY OTHERS.
7. CONTRACTOR SHALL REFER TO WATER TANK STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF THE WATER TANK SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

at&t

CHICAGO MARKET

930 NATIONAL PARKWAY
SCHAUMBURG, IL
60173

fmhc
building telecom in new heights
FMHC DESIGN INC.
ARCHITECTURE / TELECOMMUNICATIONS
8600 W BRYN MAWR
CHICAGO, IL 60631
Tel: (773) 380-3800
Fax: (773) 693-0850

DRAWN BY : AB
APPROVED BY : MF

	12-28-11	ISSUED FOR REVIEW
	01-25-12	ISSUED FOR REVIEW

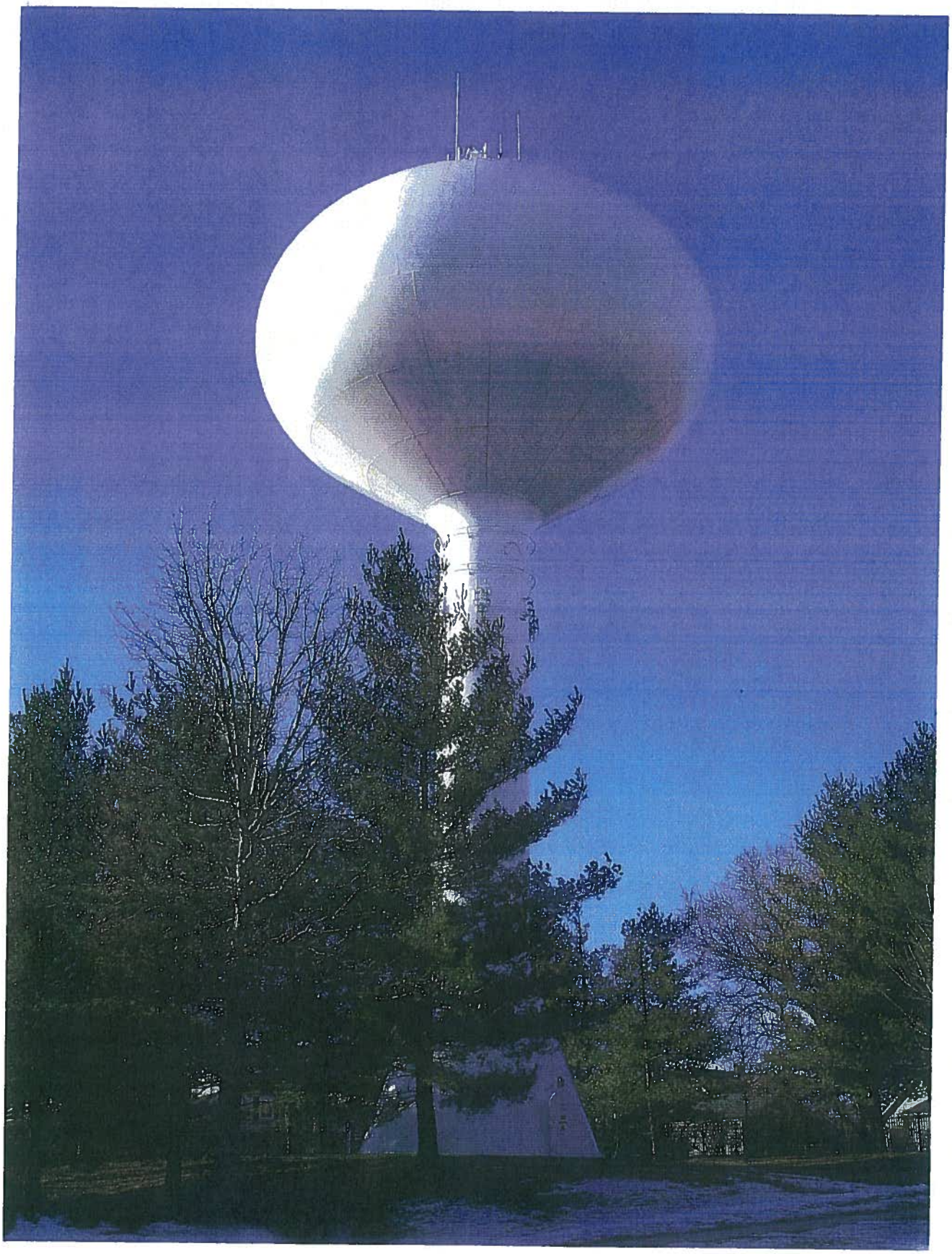
GLEN ELLYN
WATER TANK
IL1628

442 COTTAGE AVENUE
GLEN ELLYN, ILLINOIS 60137

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A5

PROJECT NUMBER :



at&t

GLEN ELLYN WATER TANK

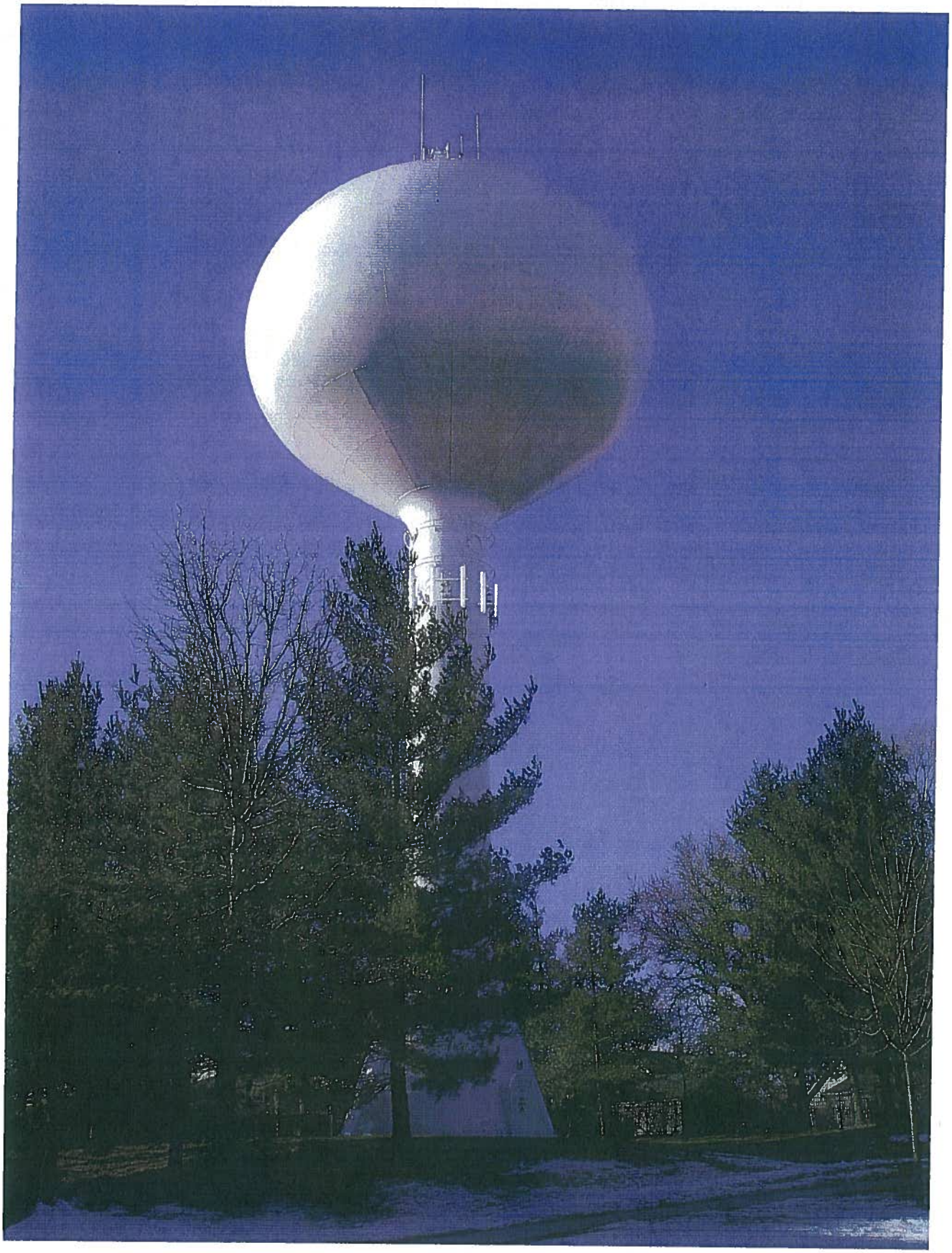
IL1628

EXISTING - NORTH ELEVATION

fmhc
taking telecom to new heights
DESIGN

8600 W. Bryn Mawr Ave.
Suite 600
Chicago, IL 60631-3501

Tel: 773.380.3800
Fax: 773.693.0850



GLEN ELLYN WATER TANK

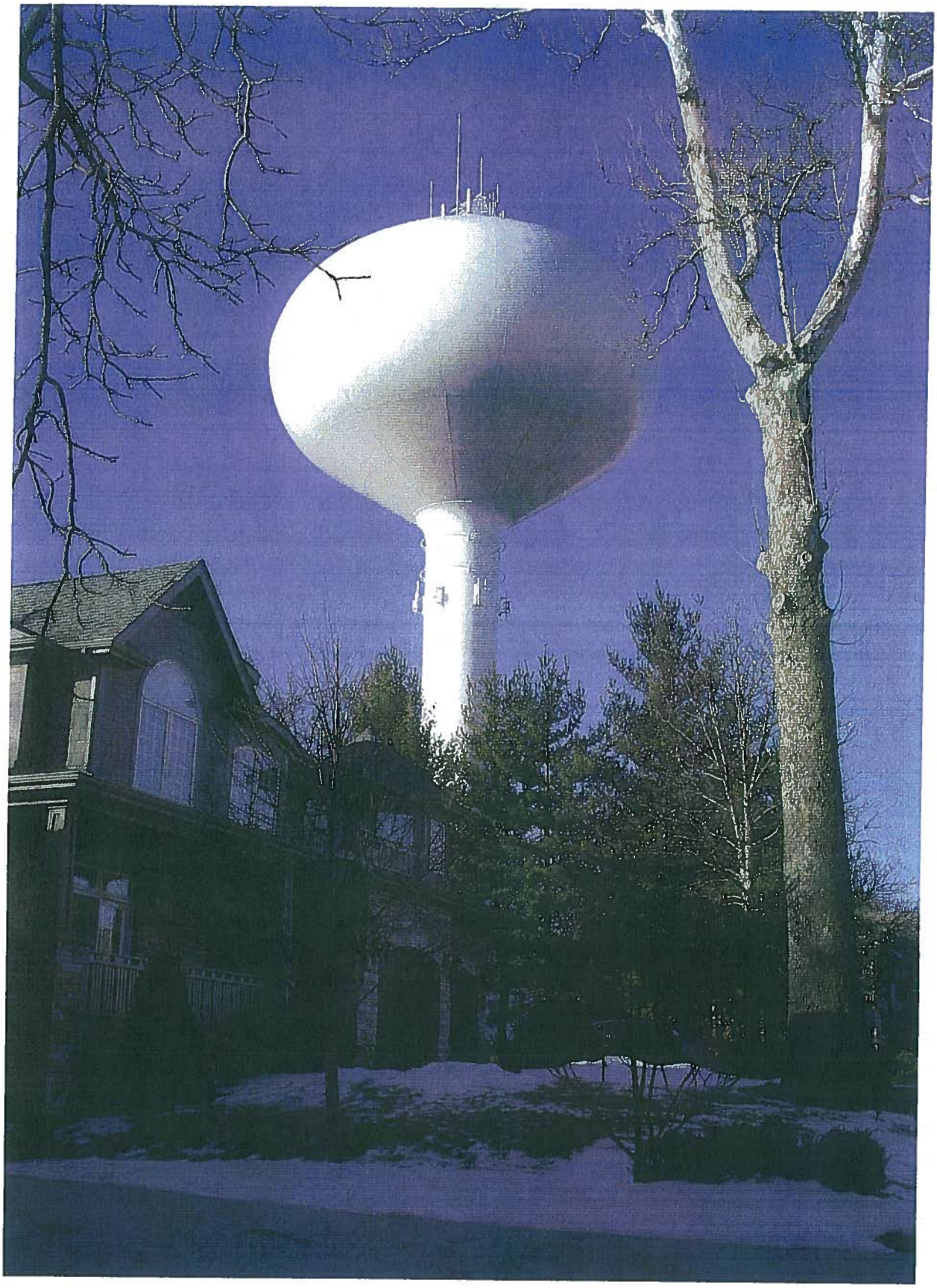
IL1628

PROPOSED - NORTH ELEVATION

fmhc
taking telecom to new heights
DESIGN

8600 W. Bryn Mawr Ave.
Suite 600
Chicago, IL 60631-3501

Tel: 773.380.3800
Fax: 773.693.0850



GLEN ELLYN WATER TANK

IL1628

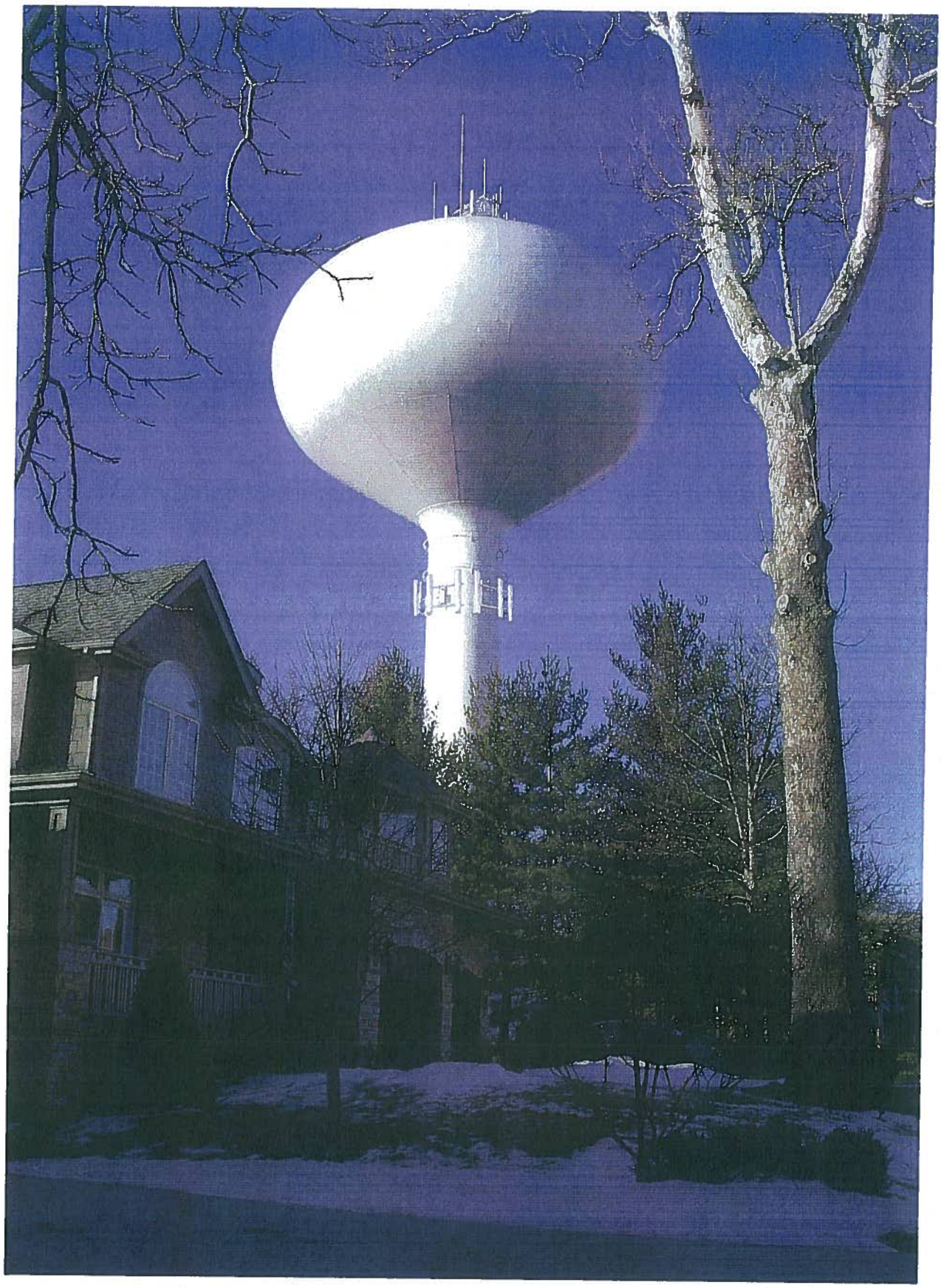
EXISTING - EAST ELEVATION

at&t

fmhc
taking telecom to new heights
DESIGN

8600 W. Bryn Mawr Ave.
Suite 600
Chicago, IL 60631-3501

Tel: 773.380.3800
Fax: 773.693.0850



at&t

GLEN ELLYN WATER TANK

IL1628

PROPOSED - EAST ELEVATION

fmhc
taking telecom to new heights
DESIGN

8600 W. Bryn Mawr Ave.
Suite 600
Chicago, IL 60631-3501

Tel: 773.380.3800
Fax: 773.693.0850